

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CMLS FINANCIAL LTD.

Applicant

and

BRONTE LAKESIDE LTD. and BRONTE LIMITED PARTNERSHIP

Respondents

**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**

**SUPPLEMENTARY APPLICATION RECORD
(Receivership Hearing returnable November 19th 2025)**

Dated: November 6th, 2025

BLANEY MCMURTRY LLP
Barristers & Solicitors
2 Queen Street East
Suite 1500
Toronto, ON, M5C 3G5

Timothy R. Dunn (LSO #34249I)
Tel: (416) 597-4880
Email: tdunn@blaney.com

Stephen Gaudreau (LSO #65895M)
Tel: (416) 596-4285
Email: sgaudreau@blaney.com

Lawyers for the Applicant

To: Service List

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**SERVICE LIST
(As of November 6th, 2025)**

| | |
|---------|--|
| To: | BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East, Suite 1500 Toronto, ON, M5C 3G5 Timothy R. Dunn (LSO #34249I) Tel: (416) 597-4880 Email: tdunn@blaney.com Stephen Gaudreau (LSO #65895M) Tel: (416) 596-4285 Email: sgaudreau@blaney.com Lawyers for the Applicant |
| And To: | BRONTE LAKESIDE LTD. c/o BOOK ERSKINE LLP 30 St. Patrick Street Suite 700 Toronto, ON, M5T 3A3 |

| | |
|------------------------|--|
| | <p>Sara Erskine (LSO # 46856G) Email: Sara@be-law.ca Tel: (416) 597-5408</p> <p><i>Lawyers for the Respondents</i></p> |
| And To: | <p>BRONTE LIMITED PARTNERSHIP 2110 – 1066 West Hastings Street Vancouver, BC, V6E 3X2</p> <p>c/o BOOK ERSKINE LLP 30 St. Patrick Street, Suite 700, Toronto, ON, M5T 3A3</p> <p><i>Respondent</i></p> <p>Sara Erskine (LSO # 46856G) Email: Sara@be-law.ca Tel: (416) 597-5408</p> <p><i>Lawyers for the Respondents</i></p> |
| SECURED DEBTORS | |
| And To: | <p>WESTMOUNT GUARANTEE SERVICES INC. 600 Cochrane Drive Suite 205 Markham, ON. L3R 5K3</p> |
| And To: | <p>AVIVA INSURANCE COMPANY OF CANADA 600 Cochrane Drive Suite 205 Markham, ON. L3R 5K3</p> |
| And To: | <p>LIBERTY MUTUAL INSURANCE COMPANY 600 Cochrane Drive Suite 205 Markham, ON. L3R 5K3</p> |
| LIEN CLAIMANTS | |
| And To: | <p>MILLER THOMSON LLP 115 King Street South Suite 300 Waterloo, ON, N2J 5A3</p> <p>Nabiel Dawood (LSO # 84472K) Tel : (519) 593-3232</p> |

| | |
|--------------------------|---|
| | <p>Email: ndawood@millerthomson.com</p> <p><i>Lawyers for TM Platforms Inc.</i></p> |
| And To: | <p>TRACK INTERNATIONAL GREEN ENERGY RESROUCES INC. c/o LOOPSTRA NIXON LLP 130 Adelaide Street West Suite 2800 Toronto, ON, M5H 3P5</p> <p>Gordon Lap Chun Chan (LSO # 79912V) Tel: (416)746-4710 Ext. 252 Email: gchan@LN.Law</p> |
| And To: | <p>BROOKLYN CONTRACTING INC. c/o Walker Law Professional Corporation,1 Adelaide Street East, Suite 2501, Toronto, ON, M5C 2V9</p> <p>Andrew Francis (LSO # 72555R) Tel: (647) 342-2334 ext. 303 Email: afrancis@tcwalkerlawyers.com</p> |
| And To: | <p>DELTA GROUP 406 North Service Road East Unit 300 Oakville, ON, L6H 1M5</p> |
| GOVERNMENT ENTITY | |
| And To: | <p>ATTORNEY GENERAL OF CANADA Department of Justice of Canada Ontario Regional Office 120 Adelaide Street West Suite 400 Toronto, ON, M5H 1T1</p> <p>Kelly Smith Wayland (LSO # 40290A) Email: Kelly.SmithWayland@justice.gc.ca Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca Tel: (647) 533-7183</p> <p>Lawyers for the Minister of National Revenue</p> |
| And To: | <p>CANADA REVENUE AGENCY Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd.</p> |

| | |
|---------|---|
| | <p>Shawinigan-Sud, QC, G9P 5H9</p> <p>Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca Tel: 1-866-248-1576 Fax: 833-697-2390</p> |
| And To: | <p>MINISTRY OF FINANCE Ministry of the Attorney General (Ontario) Civil Law Division - Legal Services Branch 6-33 King Street West Oshawa, ON, L1H 8H5</p> <p>Steven Groeneveld (LSO # 454201) Email: steven.groeneveld@ontario.ca Tel: (905) 431 8380 Fax: (905) 436 4510</p> |
| And To: | <p>MINISTRY OF FINANCE Ministry of the Attorney General (Ontario) Collections Branch – Bankruptcy and Insolvency Unit 6-33 King Street West Oshawa, ON, L1H 8H5</p> <p>Email: insolvency.unit@ontario.ca Tel: 1 866 668-8297</p> |
| And To: | <p>OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY (CANADA) 151 Yonge Street 4th Floor Toronto, ON M5C 2W7</p> <p>Email: ic.osbservice-bsfservice.ic@canada.ca</p> |

EMAIL ADDRESSES

tdunn@blaney.com; sgaudreau@blaney.com; Sara@be-law.ca ; ndawood@millerthomson.com ;
gchan@LN.Law ; afrancis@tcwalkerlawyers.com ;
Kelly.SmithWayland@justice.gc.ca; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca;
steven.groeneveld@ontario.ca; insolvency.unit@ontario.ca;
ic.osbservice-bsfservice.ic@canada.ca

CMLS FINANCIAL LTD.

and

BRONTE LAKESIDE LTD. and BRONTE LIMITED
PARTNERSHIP

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at **TORONTO**

SERVICE LIST

BLANEY MCMURTRY LLP
Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto, ON, M5C 3G5

Timothy R. Dunn (LSO #34249I)
Tel: (416) 597-4880
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Tel: (416) 596-4285
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Lawyers for the Applicant

INDEX

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
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TAB 1

Court File No. CL-25-00753553-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CMLS FINANCIAL LTD.

Applicant

and

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COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**SUPPLEMENTARY AFFIDAVIT OF JEFFREY BURT
(Sworn November 6, 2025)**

I, **JEFFREY BURT**, of the City of Vancouver, in the Province of British Columbia

MAKE OATH AND SAY:

1. I am the Associate Director of Commercial Servicing of CMLS Financial Ltd. (“CMLS”). As a result, I have personal knowledge of the matters to which I hereinafter depose save and except where I refer to matters based on information and belief, in which case I verily believe that information to be true.
2. This affidavit is sworn to supplement my affidavit sworn October 9, 2025 (“**October 9th Affidavit**”) in the within proceedings. Unless otherwise stated herein, the defined terms in this supplementary affidavit are ascribed the same meaning as the defined terms in the October 9th Affidavit.

3. At paragraph 23 of the October 9th Affidavit, I set out three Construction Liens that were registered against title to the Bronte Property.

4. By way of update, each of the Construction Lien claimants have registered a Certificate of Action against title to the Bronte Property:

- a. A Certificate of Action was registered for the TM Platforms Lien on August 21, 2025, as Instrument No. HR2125102. Attached hereto and marked as **Exhibit “A”** is a copy of the TM Platforms’ Certificate.
- b. A Certificate of Action was registered for the Trak Lien on September 11, 2025, as Instrument No. HR2129398. In addition, the lien claimant, Trak International Green Energy Resources Inc. (“**Trak**”) in its claim against the Debtor has added CMLS as a defendant and is seeking relief against CMLS, including payment in priority to the Mortgage. Attached hereto and marked as **Exhibit “B”** is a copy of the Trak Certificate. Attached hereto and marked as **Exhibit “C”** is a copy of the Trak Statement of Claim.
- c. A Certificate of Action was registered for the Brooklyn Lien on September 24, 2025, as Instrument No. HR2132023. In addition, the lien claimant, Brooklyn Contracting Inc. (“**Brooklyn**”) in its claim against the Debtor has added CMLS as a defendant and is seeking relief against CMLS, including payment in priority to the Mortgage. Attached hereto and marked as **Exhibit “D”** is a copy of the Brooklyn Certificate. Attached hereto and marked as **Exhibit “E”** is a copy of the Brooklyn Statement of Claim.

- 5. On August 11, 2025, the Delta Group also registered a construction lien against title to the Bronte Property as Instrument No. HR2122560 (the “**Delta Lien**”). Attached hereto and marked as **Exhibit “F”** is a copy of the Delta Lien.

- 6. An updated parcel abstract for the Bronte Property generated on November 5, 2025, is attached hereto as **Exhibit “G”**.

- 7. I swear this affidavit to supplement my October 9th Affidavit, and for no improper purpose.

SWORN REMOTELY BEFORE ME BY)
 Jeffrey Burt at the City of Vancouver, in)
 Province of British Columbia, and I being of the)
 City of Ottawa, in the Province of Ontario, on)
 this 6th day of November 2025, in accordance)
 with O. Reg. 431/20 Administering Oath or)
 Declaration Remotely.)

Stephen Gaudreau

Jeffrey Burt
 Jeffrey Burt (Nov 6, 2025 11:17:30 PST)

A Commissioner for Taking Affidavits)
Stephen Gaudreau)

Jeffrey Burt

This is Exhibit "A" referred to in the Affidavit of Jeffrey Burt affirmed remotely this 6th day of November 2025.

A handwritten signature in black ink that reads "Stephen Gaudreau". The signature is written in a cursive style with a large initial 'S' and a distinct 'G'.

Commissioner for Taking Affidavits (or as may be)

Stephen Gaudreau

Properties

PIN 24761 - 0230 LT

Description FIRSTLY: LOT 2, PLAN M8; PART LOT 1, PLAN M8, PART 1 & 8 PLAN 20R3921; SECONDLY: LOT 1A, PLAN M8; THIRDLY: LOT 3, PLAN M8; LOT 4, PLAN M8; 3; FOURTHLY: LOT 5, PLAN M8; FIFTHLY: PART LOT 7, PLAN M8, PART 2 PLAN 20R3921; SIXTHLY: LOT 9, PLAN M8; PART LOT 8, PLAN M8, PARTS 3 & 4 PLAN 20R3921; SEVENTHLY: PART LOT 11, PLAN M8; PART LOT 10, PLAN M8, PARTS 5 & 6 PLAN 20R3921; EXCEPT PARTS 1 AND 2, 20R22342; SUBJECT TO AN EASEMENT OVER PART 3, 20R22342 IN FAVOUR OF ; LAKESHORE RD W, PL M8 , (FORMERLY TRILLER ST) S OF NELSON ST ; PCL 1-2, SEC M8 ; PT LT 1, PL M8 , PART 1 , 20R3653 ; PCL 7-2, SEC M8 ; PT LT 7, PL M8 , PART 2 , 20R3653 ; PCL 8-2, SEC M8 ; PT LT 8, PL M8 , PART 3 , 20R3653 ; PCL 10-2, SEC M8 ; PT LTS 10 AS IN HR2005158; TOWN OF OAKVILLE

Address 88 BRONTE ROAD OAKVILLE

Party From(s)

Name TM PLATFORMS INC.
Address for Service c/o Miller Thomson LLP
115 King Street South, Suite 300
Waterloo, Ontario N2J 5A3

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

This document relates to registration number(s)HR2111676
Schedule: See Schedules

Signed By

Tina Marie Wharram 115 King Street South, Suite 300 acting for Signed 2025 08 21
Party From(s)
Waterloo
N2J 5A3

Tel 519-593-3264
Email twharram@millerthomson.com

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

Submitted By

MILLER THOMSON LLP 115 King Street South, Suite 300 2025 08 21
Waterloo
N2J 5A3

Tel 519-593-3264
Email twharram@millerthomson.com

Fees/Taxes/Payment

Statutory Registration Fee \$70.90
Total Paid \$70.90

File Number

Party From Client File Number : 0242198.0008



Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
IN THE MATTER OF THE *CONSTRUCTION ACT*, R.S.O. 1990, c. C.30

B E T W E E N :

TM PLATFORMS INC.

Plaintiff

- and -

BRONTE LAKESIDE LTD.

Defendant

CERTIFICATE OF ACTION

I certify that an action has been commenced in the Superior Court of Justice under the *Construction Act* between the above parties in respect of the premises described in Schedule A to this certificate, and relating to the claim(s) for lien bearing the following registration numbers:

HR2111676

Date: August 21, 2025

Superior Court of Justice
491 Steeles Avenue East
Milton ON L9T 1Y7

SCHEDULE A

Description of premises:

Address: 85 Bronte Road, Oakville, Ontario

PIN: 24761-0230

Description: FIRSTLY: LOT 2, PLAN M8; PART LOT 1, PLAN M8, PART 1 & 8 PLAN 20R3921; SECONDLY: LOT 1A, PLAN M8; THIRDLY: LOT 3, PLAN M8; LOT 4, PLAN M8; 3; FOURTHLY: LOT 5, PLAN M8; FIFTHLY: PART LOT 7, PLAN M8, PART 2 PLAN 20R3921; SIXTHLY: LOT 9, PLAN M8; PART LOT 8, PLAN M8, PARTS 3 & 4 PLAN 20R3921; SEVENTHLY: PART LOT 11, PLAN M8; PART LOT 10, PLAN M8, PARTS 5 & 6 PLAN 20R3921; EXCEPT PARTS 1 AND 2, 20R22342; SUBJECT TO AN EASEMENT OVER PART 3, 20R22342 IN FAVOUR OF ; LAKESHORE RD W, PL M8 , (FORMERLY TRILLER ST) S

**OF NELSON ST ; PCL 1-2, SEC M8 ; PT LT 1, PL M8 , PART 1 , 20R3653 ; PCL 7-2, SEC M8 ;
PT LT 7, PL M8 , PART 2 , 20R3653 ; PCL 8-2, SEC M8 ; PT LT 8, PL M8 , PART 3 , 20R3653 ;
PCL 10-2, SEC M8 ; PT LTS 10 AS IN HR2005158; TOWN OF OAKVILLE**

(The description of the premises must be the same as in the statement of claim, and must be sufficient for registration under the Land Titles Act or the Registry Act, as the case may be.)

TM PLATFORMS INC. BRONTE LAKESIDE LTD.
Plaintiff and Defendant

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
IN THE MATTER OF THE *CONSTRUCTION ACT*,
R.S.O. 1990, c. C.30

Proceeding commenced at MILTON

CERTIFICATE OF ACTION

MILLER THOMSON LLP
115 King Street South
Suite 300
Waterloo, ON N2J 5A3

Timothy J. McGurrin LSO#: 45736R
tmcgurrin@millerthomson.com
Tel: 519.593.3221

Nabiel Dawood LSO#: 84472K
ndawood@millerthomson.com
Tel: 519.593.3232

Lawyers for the Plaintiff

This is Exhibit "B" referred to in the Affidavit of Jeffrey Burt affirmed remotely this 6th day of November 2025.

A handwritten signature in black ink that reads "Stephen Gaudreau". The signature is written in a cursive style with a large initial 'S'.

Commissioner for Taking Affidavits (or as may be)

Stephen Gaudreau

Properties

PIN 24761 - 0230 LT

Description FIRSTLY: LOT 2, PLAN M8; PART LOT 1, PLAN M8, PART 1 & 8 PLAN 20R3921; SECONDLY: LOT 1A, PLAN M8; THIRDLY: LOT 3, PLAN M8; LOT 4, PLAN M8; 3; FOURTHLY: LOT 5, PLAN M8; FIFTHLY: PART LOT 7, PLAN M8, PART 2 PLAN 20R3921; SIXTHLY: LOT 9, PLAN M8; PART LOT 8, PLAN M8, PARTS 3 & 4 PLAN 20R3921; SEVENTHLY: PART LOT 11, PLAN M8; PART LOT 10, PLAN M8, PARTS 5 & 6 PLAN 20R3921; EXCEPT PARTS 1 AND 2, 20R22342; SUBJECT TO AN EASEMENT OVER PART 3, 20R22342 IN FAVOUR OF ; LAKESHORE RD W, PL M8 , (FORMERLY TRILLER ST) S OF NELSON ST ; PCL 1-2, SEC M8 ; PT LT 1, PL M8 , PART 1 , 20R3653 ; PCL 7-2, SEC M8 ; PT LT 7, PL M8 , PART 2 , 20R3653 ; PCL 8-2, SEC M8 ; PT LT 8, PL M8 , PART 3 , 20R3653 ; PCL 10-2, SEC M8 ; PT LTS 10 AS IN HR2005158; TOWN OF OAKVILLE

Address OAKVILLE

Party From(s)

Name TRAK INTERNATIONAL GREEN ENERGY RESOURCES INC.
Address for Service 5 - 1050 Leathead Road
 Kelowna, British Columbia
 V1X 2K1

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

This document relates to registration number(s)HR2115737
 Schedule: See Schedules

Signed By

Gordon Lap Chun Chan 135 Queens Plate Drive Suite 600 acting for Signed 2025 09 11
 Etobicoke
 M9W 6V7
 Party From(s)

Tel 416-746-4710
 Email gchan@loonix.com

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

Submitted By

Loopstra Nixon LLP 135 Queens Plate Drive Suite 600 2025 09 11
 Etobicoke
 M9W 6V7

Tel 416-746-4710
 Email gchan@loonix.com

Fees/Taxes/Payment

Statutory Registration Fee \$70.90
Total Paid \$70.90



Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
Construction Act, R.S.O. 1990 c. C.30

B E T W E E N:

TRAK INTERNATIONAL GREEN ENERGY RESOURCES INC.

Plaintiff

- and -

BRONTE LAKESIDE LTD. and CMLS FINANCIAL LTD.

Defendants

CERTIFICATE OF ACTION

I certify that an action has been commenced in the Ontario Superior Court of Justice under the *Construction Act* between the above parties in respect of the premises described in Schedule A to this certificate, and relating to the claim(s) for lien bearing the following registration numbers:

Claim for Lien – HR2115737

Date: September 11, 2025

(registrar or local registrar)

Construction Act, 1990

SCHEDULE A

| | |
|---------------------------|---|
| To the claim for lien of: | TRAK INTERNATIONAL GREEN ENERGY RESOURCES INC. |
| Description of premises: | |
| PIN | 24761 - 0230 LT |
| LEGAL DESCRIPTION | FIRSTLY: LOT 2, PLAN M8; PART LOT 1, PLAN M8, PART 1 & 8 PLAN 20R3921; SECONDLY: LOT 1A, PLAN M8; THIRDLY: LOT 3, PLAN M8; LOT 4, PLAN M8; 3; FOURTHLY: LOT 5, PLAN M8; FIFTHLY: PART LOT 7, PLAN M8, PART 2 PLAN 20R3921; SIXTHLY: LOT 9, PLAN M8; PART LOT 8, PLAN M8, PARTS 3 & 4 PLAN 20R3921; SEVENTHLY: PART LOT 11, PLAN M8; PART LOT 10, PLAN M8, PARTS 5 & 6 PLAN 20R3921; EXCEPT PARTS 1 AND 2, 20R22342; SUBJECT TO AN EASEMENT OVER PART 3, 20R22342 IN FAVOUR OF ; LAKESHORE RD W, PL M8 , (FORMERLY TRILLER ST) S OF NELSON ST ; PCL 1-2, SEC M8 ; PT LT 1, PL M8 , PART 1 , 20R3653 ; PCL 7-2, SEC M8 ; PT LT 7, PL M8 , PART 2 , 20R3653 ; PCL 8-2, SEC M8 ; PT LT 8, PL M8 , PART 3 , 20R3653 ; PCL 10-2, SEC M8 ; PT LTS 10 AS IN HR2005158; TOWN OF OAKVILLE |
| MUNICIPAL ADDRESS | OAKVILLE |

**TRAK INTERNATIONAL
GREEN ENERGY RESOURCES INC.**

v.

BRONTE LAKESIDE LTD. et al.

(Plaintiff)

(Defendants)

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
Construction Act, R.S.O. 1990 c. C.30**

Proceeding commenced at **MILTON**

CERTIFICATE OF ACTION

LOOPSTRA NIXON LLP

Barristers and Solicitors

135 Queen's Plate Drive, Suite 600

Toronto, Ontario

M9W 6V7

Christophe Shammass

LSO# 71057C

Tel: (416) 748-5121

Email: cshammass@LN.Law

Lawyers for the Plaintiff

This is Exhibit "C" referred to in the Affidavit of Jeffrey Burt affirmed remotely this 6th day of November 2025.

A handwritten signature in black ink that reads "Stephen Gaudreau". The signature is written in a cursive style with a large initial 'S' and a long, sweeping tail.

Commissioner for Taking Affidavits (or as may be)

Stephen Gaudreau



Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
Construction Act, R.S.O. 1990 c. C.30

B E T W E E N:

TRAK INTERNATIONAL GREEN ENERGY RESOURCES INC.

Plaintiff

- and -

BRONTE LAKESIDE LTD. and CMLS FINANCIAL LTD.

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Statement of Claim

Page 2 of 11

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$2,500.00 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400.00 for costs and have the costs assessed by the court.

Date: _____

Issued by: _____

Local Registrar

Address of
court office: 491 Steeles Ave E
Milton, Ontario
L9T 1Y7

TO: **BRONTE LAKESIDE LTD.**
3190 Harvester Road
Suite 201a
Burlington, Ontario
L7N 3T1

AND TO: **CMLS FINANCIAL LTD.**
2110 - 1066 West Hastings Street
Vancouver, BC
V6E 3X2

CLAIM

1. The Plaintiff, TRAK International Green Energy Resources Inc. (“TRAK”), claims as follows:

- (a) payment of the sum of \$539,671.28, inclusive of H.S.T., pursuant to the provisions of the *Construction Act*, R.S.O. 1990, c. C.30, as amended (the “*Act*”) or as damages for breach of contract, for unjust enrichment and/or *quantum meruit*;
- (b) a declaration that TRAK is entitled to a lien against all of the estate, title and interest of the Defendants in the lands and premises against which the Claim for Lien attached as Schedule “A” was preserved;
- (c) a declaration that TRAK’s Claim for Lien attaches to and/or is a charge upon any security posted in respect of same and payment of TRAK’s claim from proceeds of any security posted to vacate same.
- (d) payment of the holdbacks required to be maintained under the *Act*;
- (e) that in default of payment of the sum of \$539,671.28, plus costs and interest, a charge for the amount of \$539,671.28, plus costs and interest, upon or against the holdback required to be retained under the *Act* and upon any additional amount owed by a payor or owner to the contractor whose contract or contracts were in whole or in part performed by the services or materials that have been supplied by TRAK;

Statement of Claim

Page 4 of 11

- (f) an Order that all of the estate, title and interest of the Defendants in the lands and premises to which the Claim for Lien hereinafter described attaches, and any and all interests in the lands hereinafter referred to, be sold and the proceeds received as a result of that disposition, together with the cash proceeds of any and all bonds or letters of credit paid into Court under the *Act* with respect to the same improvement and lands be applied towards payment of TRAK's claim for principal, interest and costs pursuant to the *Act*;
- (g) for all purposes aforesaid, and for all other purposes pursuant to the *Act*, that accounts be taken, and directions be given under the supervision and direction of this Honourable Court;
- (h) a declaration of full priority over the mortgage of the Defendant, CMLS Financial Ltd. ("CMLS"), registered against the lands and premises against which the Claim for Lien attached as Schedule "A" is registered;
- (i) in the alternative, a declaration of full priority over the above referenced mortgage to the extent of any unadvanced portions thereof pursuant to the *Act*;
- (j) in the further alternative, a declaration of full priority over the above referenced mortgage to the extent that there are deficiencies in the holdbacks required to be retained pursuant to the provisions of the *Act*;

Statement of Claim

Page 5 of 11

- (k) payment of prejudgment and postjudgment interest in accordance with the agreement between the parties or, in the alternative, pursuant to the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (l) costs of this action on a substantial indemnity scale; and,
- (m) such other and further relief and declarations as the nature of this case may require and as to this Honourable Court appears just.

The Parties

2. TRAK is a corporation incorporated pursuant to the laws of the Province of British Columbia. TRAK carries on business as an engineering and construction firm, primarily in Ontario and British Columbia.

3. The Defendant, Bronte Lakeside Ltd. (“**Bronte**”), is a corporation incorporated pursuant to the laws of the Province of Ontario and was at all material times an “owner”, as defined by section 1(1) of the *Act*, of the lands and premises to which the Claim for Lien hereinafter set forth attaches.

4. The Defendant, CMLS, is a corporation duly incorporated pursuant to the laws of the Province of British Columbia and is a “mortgagee” within the meaning of section 1(1) of the *Act*.

TRAK Supplies Services and Materials

5. On or about March 19, 2021, TRAK entered into an initial design agreement and letter of intent for construction with Bronte (“**IDA**”) for the supply of various services at the project at

Statement of Claim
Page 6 of 11

2430-2452 Lakeshore Road W and 77-99 Bronte Road (85 Bronte Road), Oakville, Ontario (“**Property**”).

6. The IDA provided that interest would accrue at 2% per month (24% annually), which is the interest rate included in TRAK’s invoices and which was accepted by Bronte.

7. On or about October 10, 2024, TRAK entered into a design-build stipulated price contract agreement with Bronte whereby TRAK agreed to supply various services at the project the Property, including design build construction services for implementation of mechanical, electrical, fire, utility generator engineering, building energy and environmental modelling, iterative systems design and construction of the geexchange, mechanical, fire sprinkler, electrical and onsite power general systems and other ancillary services and materials (“**Contract**”). The initial contract price was \$20,984,100.00 including H.S.T.

8. TRAK’s supply of labour, services and materials to the premises involved improvements requested by Bronte.

9. TRAK supplied the labour, services and materials in accordance with the IDA and the Contract and to the satisfaction of Bronte.

10. TRAK states that it is owed the sum of \$539,671.28 inclusive of H.S.T., on account of the services and materials supplied to the Property.

11. By reason of supplying the labour, services and materials, TRAK is entitled to a lien upon the interest of the owners, in the lands and premises hereinafter set forth in the amount of \$539,671.28 together with costs of this action pursuant to the provisions of the *Act*.

Registration of Claim for Lien

12. On July 9, 2025, TRAK caused to be registered a claim for lien against title to the lands in the Land Titles Office of the Land Registry Office for Halton as Instrument No. HR2115737, in the words and figures attached as Schedule “A” to this Statement of Claim (“**Claim for Lien**”).

13. The Claim for Lien was verified by Jeff Maxwell.

14. The Property was at all material times occupied by the owner, and are the lands for which TRAK had supplied labour and materials at the request of, on behalf of, with the consent, and for the direct benefit of Bronte.

15. TRAK states that Bronte breached its contractual obligations to TRAK and that TRAK has suffered damages in the amount of \$539,671.28 as a result of the breach.

16. TRAK states that by reason of the furnishing of its labour, material and services to the lands and premises, including the supply of various rentals, owned equipment and the use of subcontractors, among other things, it has enhanced the value of the lands and premises herein and that the Defendants have received the benefit of same and has been unjustly enriched at the expense of and to the detriment of TRAK, for no juristic reason. TRAK pleads and relies on the doctrine of unjust enrichment.

17. Alternatively, TRAK states that it is entitled to payment of its claim in the amount of \$539,671.28 from Bronte on the basis of *quantum meruit*.

18. TRAK further states that in the event that its above-referenced Claim for Lien is vacated from title to the project by the posting/depositing of security with the Accountant of the Ontario

Statement of Claim

Page 8 of 11

Superior Court of Justice, its claim is entitled to be paid from the proceeds of said security, should it be found that the posting/depositing of security resulted in the Claim for Lien ceasing to attach to and/or bind the lands and premises comprising the project.

Claim against Mortgagee

19. TRAK states that CMLS became the mortgagee of the land described in the Claim for Lien by virtue of a certain mortgage in the amount of \$19,100,000.00 registered on December 18, 2024 in the Land Titles Office for Halton, as Instrument No. HR2075741.

20. TRAK states that the mortgage hereinbefore referred to was given and taken by the owner with the intention to secure the financing of the improvements herein, and TRAK therefore claims that its lien has full priority over the said mortgage.

21. Alternatively, TRAK states that its lien has full priority over the said mortgage to the extent of any deficiency in the holdbacks required to be retained by the owners pursuant to the provisions of the *Act*.

22. In the further alternative, TRAK states that its lien has priority over the said mortgage to the extent that any portion of the said mortgage advanced exceeded the actual value of the premises at the time when the first lien arose.

23. In the further alternative, TRAK states that its Claim for Lien has priority over the said mortgage to the extent of any unadvanced portions thereof.

24. TRAK states that the knowledge of all advances pursuant to the mortgage is within the knowledge of the Defendants.

25. The Plaintiff proposes that this action be tried at Milton.

September 11, 2025

LOOPSTRA NIXON LLP
Barristers and Solicitors
135 Queen's Plate Drive, Suite 600
Toronto, Ontario
M9W 6V7

Christophe J. Shammass
LSO# 71057C
Tel: (416) 748-4771
Email: cshammass@LN.Law

Lawyers for the Plaintiff

SCHEDULE "A"

LRO # 20 Construction Lien

Received as HR2115737 on: 2025 07 09 at 10:39

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

yyyy mm dd Page 1 of 1

Properties

PIN 24761 - 0230 LT

Description FIRSTLY: LOT 2, PLAN M8; PART LOT 1, PLAN M8, PART 1 & 8 PLAN 20R3521; SECONDLY: LOT 1A, PLAN M8; THIRDLY: LOT 3, PLAN M8; LOT 4, PLAN M8; 3; FOURTHLY: LOT 5, PLAN M8; FIFTHLY: PART LOT 7, PLAN M8, PART 2 PLAN 20R3921; SIXTHLY: LOT 9, PLAN M8; PART LOT 8, PLAN M8, PARTS 3 & 4 PLAN 20R3921; SEVENTHLY: PART LOT 11, PLAN M8; PART LOT 10, PLAN M8, PARTS 5 & 6 PLAN 20R3521; EXCEPT PARTS 1 AND 2, 20R22342; SUBJECT TO AN EASEMENT OVER PART 3, 20R22342 IN FAVOUR OF ; LAKESHORE RD W, PL M8, (FORMERLY TRILLER ST) S OF NELSON ST ; PCL 1-2, SEC M8 ; PT LT 1, PL M8 , PART 1, 20R3653 ; PCL 7-2, SEC M8 ; PT LT 7, PL M8 , PART 2, 20R3653 ; PCL 8-2, SEC M8 ; PT LT 8, PL M8 , PART 3 , 20R3653 ; PCL 10-2, SEC M8 ; PT LTS 10 AS IN HR2005158; TOWN OF OAKVILLE

Address OAKVILLE

Consideration

Consideration 5539,671.28

Claimant(s)

Name TRAK INTERNATIONAL GREEN ENERGY RESOURCES INC.
Address for Service 5 - 1050 Leathhead Road
Kelowna, British Columbia
V1X 2K1

I, Jeff Maxwell, 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 BRONTE LAKESIDE LTD., 3190 Harvester Road, Suite 201a, Burlington, ON L7N 3T1 Name and address of person to whom lien claimant supplied services or materials BRONTE LAKESIDE LTD., 3190 Harvester Road, Suite 201a, Burlington, ON L7N 3T1 Time within which services or materials were supplied from 2021/03/01 to 2025/07/09 Short description of services or materials that have been supplied Design build construction services for implementation of mechanical, electrical, fire, utility generator engineering, building energy and environmental modeling, hvac systems design and construction of the geosexchange, mechanical, fire sprinkler, electrical and onsite power general systems and other ancillary services and materials. Contract price or subcontract price \$20,984,100.00 (including H.S.T.) Amount claimed as owing in respect of services or materials that have been supplied \$539,671.28 (including H.S.T.)

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

Gordon Lap Chun Chan 135 Queens Plate Drive Suite 600 acting for Signed 2025 07 09
Etabicote Applicant(s)
M9W 6V7

Tel 416-745-4710

Email gchan@bonlx.com

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

Submitted By

Loopstra Nixon LLP 135 Queens Plate Drive Suite 600 2025 07 09
Etabicote
M9W 6V7

Tel 416-745-4710

Email gchan@bonlx.com**Fees/Taxes/Payment**

Statutory Registration Fee \$70.90

Total Paid \$70.90

Electronically issued / Délivré par voie électronique : 11-Sep-2025
Milton Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-25-00004198-0000

**TRAK INTERNATIONAL
GREEN ENERGY RESOURCES INC.**

v.

BRONTE LAKESIDE LTD. et al.

(Plaintiff)

(Defendants)

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
Construction Act, R.S.O. 1990 c. C.30**

Proceeding commenced at **MILTON**

STATEMENT OF CLAIM

LOOPSTRA NIXON LLP
Barristers and Solicitors
135 Queen's Plate Drive, Suite 600
Toronto, Ontario
M9W 6V7

Christophe Shammas
LSO# 71057C
Tel: (416) 748-5121
Email: cshammas@LN.Law

Lawyers for the Plaintiff

This is Exhibit "D" referred to in the Affidavit of Jeffrey Burt affirmed remotely this 6th day of November 2025.

A handwritten signature in black ink that reads "Stephen Gaudreau". The signature is written in a cursive style with a large initial 'S' and a long, sweeping tail.

Commissioner for Taking Affidavits (or as may be)

Stephen Gaudreau

Properties

PIN 24761 - 0230 LT

Description FIRSTLY: LOT 2, PLAN M8; PART LOT 1, PLAN M8, PART 1 & 8 PLAN 20R3921; SECONDLY: LOT 1A, PLAN M8; THIRDLY: LOT 3, PLAN M8; LOT 4, PLAN M8; 3; FOURTHLY: LOT 5, PLAN M8; FIFTHLY: PART LOT 7, PLAN M8, PART 2 PLAN 20R3921; SIXTHLY: LOT 9, PLAN M8; PART LOT 8, PLAN M8, PARTS 3 & 4 PLAN 20R3921; SEVENTHLY: PART LOT 11, PLAN M8; PART LOT 10, PLAN M8, PARTS 5 & 6 PLAN 20R3921; EXCEPT PARTS 1 AND 2, 20R22342; SUBJECT TO AN EASEMENT OVER PART 3, 20R22342 IN FAVOUR OF ; LAKESHORE RD W, PL M8 , (FORMERLY TRILLER ST) S OF NELSON ST ; PCL 1-2, SEC M8 ; PT LT 1, PL M8 , PART 1 , 20R3653 ; PCL 7-2, SEC M8 ; PT LT 7, PL M8 , PART 2 , 20R3653 ; PCL 8-2, SEC M8 ; PT LT 8, PL M8 , PART 3 , 20R3653 ; PCL 10-2, SEC M8 ; PT LTS 10 AS IN HR2005158; TOWN OF OAKVILLE

Address OAKVILLE

Party From(s)

Name BROOKLYN CONTRACTING INC.
Address for Service c/o Walker Law Professional Corporation,1 Adelaide Street East, Suite 2501, Toronto, ON M5C 2V9, Attn: Andrew Francis

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

This document relates to registration number(s)HR2115839
Schedule: See Schedules

Signed By

Andrew Scott Francis 1 Adelaide Street, Suite 2500 acting for Signed 2025 09 24
Toronto Party From(s)
M5C 2V9

Tel 647-342-2334

Email afrancis@tcwalkerlawyers.com

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

Submitted By

WALKER LAW PROFESSIONAL CORPORATION 1 Adelaide Street, Suite 2500 2025 09 24
Toronto
M5C 2V9

Tel 647-342-2334

Email afrancis@tcwalkerlawyers.com

Fees/Taxes/Payment

Statutory Registration Fee \$70.90

Total Paid \$70.90



Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
IN THE MATTER OF THE CONSTRUCTION ACT, R.S.O. 1990, c.C.30

B E T W E E N:

BROOKLYN CONTRACTING INC.

Plaintiff

and

BRONTE LAKESIDE LTD. and CMLS FINANCIAL LTD.

Defendants

CERTIFICATE OF ACTION

I certify that an action has been commenced in the Ontario Superior Court of Justice under the *Construction Act*, R.S.O. 1990, Chapter C. 30 in respect of the premises described in Schedule "A" to this certificate, and relating to the Construction Lien bearing the following registration number: HR2115839.

Date: September 24, 2025

(Registrar or local registrar)

SCHEDULE "A"

PIN 24761 - 0230 LT

Description FIRSTLY: LOT 2, PLAN M8; PART LOT 1, PLAN M8, PART 1 & 8 PLAN 20R3921; SECONDLY: LOT 1A, PLAN M8; THIRDLY: LOT 3, PLAN M8; LOT 4, PLAN M8; 3; FOURTHLY: LOT 5, PLAN M8; FIFTHLY: PART LOT 7, PLAN M8, PART 2 PLAN 20R3921; SIXTHLY: LOT 9, PLAN M8; PART LOT 8, PLAN M8, PARTS 3 & 4 PLAN 20R3921; SEVENTHLY: PART LOT 11, PLAN M8; PART LOT 10, PLAN M8, PARTS 5 & 6 PLAN 20R3921; EXCEPT PARTS 1 AND 2, 20R22342; SUBJECT TO AN EASEMENT OVER PART 3, 20R22342 IN FAVOUR OF ; LAKESHORE RD W, PL M8 , (FORMERLY TRILLER ST) S OF NELSON ST ; PCL 1-2, SEC M8 ; PT LT 1, PL M8 , PART 1 , 20R3653 ; PCL 7-2, SEC M8 ; PT LT 7, PL M8 , PART 2 , 20R3653 ; PCL 8-2, SEC M8 ; PT LT 8, PL M8 , PART 3 , 20R3653 ; PCL 10-2, SEC M8 ; PT LTS 10 AS IN HR2005158; TOWN OF OAKVILLE

Address OAKVILLE

BROOKLYN CONTRACTING INC.

-and-

BRONTE LAKESIDE LTD. et al.

Plaintiff

Defendants

Court File No.

\\twdc1\Data\BI\Brooklyn Contracting Inc\Pleadings\draft\2024-08-30 Certificate of
Action.final.doc

**ONTARIO
SUPERIOR COURT OF JUSTICE**
PROCEEDING COMMENCED AT
MILTON

CERTIFICATE OF ACTION

**WALKER LAW
PROFESSIONAL CORPORATION**
1 Adelaide Street East, Suite 2501
Toronto, Ontario M5C 2V4

Andrew Francis (LSO #72555R)
af Francis@tcwalkerlawyers.com
Tel: 647-342-2334 ext. 303

Lawyers for the Plaintiff

This is Exhibit "E" referred to in the Affidavit of Jeffrey Burt affirmed remotely this 6th day of November 2025.

A handwritten signature in black ink that reads "Stephen Gaudreau". The signature is written in a cursive style with a large initial 'S' and a long, sweeping underline.

Commissioner for Taking Affidavits (or as may be)

Stephen Gaudreau



Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
 IN THE MATTER OF THE *CONSTRUCTION ACT*, R.S.O. 1990, c.C.30

BETWEEN:

BROOKLYN CONTRACTING INC.

Plaintiff

and

BRONTE LAKESIDE LTD. and CMLS FINANCIAL LTD.

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiffs' lawyer or, where the Plaintiffs do not have a lawyer, serve it on the Plaintiffs, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

~~Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.~~

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$5,000.00 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$4000.00 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: September 24, 2025

Issued by _____
Local registrar

Address of court office:
491 Steeles Ave E
Milton, Ontario L9T 1Y7

TO: **BRONTE LAKESIDE LTD.**
3190 Harvester Road
Suite 201a
Burlington, Ontario L7N 3T1

AND

TO: **CMLS FINANCIAL LTD.**
2110 - 1066 West Hastings Street
Vancouver, BC V6E 3X2

CLAIM

1. The Plaintiff, Brooklyn Contracting Inc. (the "**Plaintiff**"), claims for:
 - a. Payment in the sum of \$215,121.40 from the Defendant, Bronte Lakeside Ltd., for breach of contract, unjust enrichment and/or quantum meruit for services and labour supplied to the Property through July 9, 2025 as set out in the Construction Lien (defined below);
 - b. Payment from the Defendant, Bronte Lakeside Ltd., for \$8,107.27 for breach of contract, unjust enrichment and/or quantum meruit for additional services rendered and invoiced subsequent to the Construction Lien;
 - c. Pre-judgment interest in the sum of \$30,955.30 accrued through September 24, 2025 in accordance with the agreement between the parties;
 - d. Pre-judgment interest subsequent to September 24, 2025 and post-judgment interest in accordance with agreement between the parties or alternatively in accordance with the provisions of the *Courts of Justice Act*, R.S.O. 1990, c.C.43. as amended;
 - e. Costs of this action on a substantial indemnity basis or alternatively on a partial indemnity basis;
 - f. A declaration that the Plaintiff is entitled to a lien against the Property as defined and described below and in the Construction Lien registered as instrument HR2115839 on title to the Property in the amount of \$215,121.40 pursuant to the *Construction Act*, R.S.O. 1990, c. C.30, as amended (the "**Construction Act**");
 - g. A declaration that the Plaintiff is entitled to payment from and/or a charge against any security posted to vacate the Plaintiff's Construction Lien pursuant to section 44 of the *Construction Act* to the full extent of the amount of the Plaintiff's claim herein, including costs and interest;
 - h. Payment from and/or a charge against any holdback required to be maintained by the Defendants or any of them pursuant to the provisions of the *Construction Act*;
 - i. A declaration that the Plaintiff's lien claim holds full priority over the mortgage of the Defendant, CMLS Financial Ltd., registered against the Property;

- j. in the alternative, a declaration of full priority over the above referenced mortgage to the extent of any unadvanced portions thereof pursuant to the *Construction Act*;
- k. in the further alternative, a declaration of full priority over the above referenced mortgage to the extent that there are deficiencies in the holdbacks required to be retained pursuant to the provisions of the *Construction Act*;
- l. A declaration that the Plaintiff's lien claim has priority over all interests in the Property registered or unregistered as of the date of registration of the Plaintiff's Construction Lien;
- m. For the purposes aforesaid and for all other purposes, that all proper directions be given, inquiries made and accounts taken, and an accounting by the Defendants of the funds advanced and received for the improvements at the Property;
- n. Such further and other relief as this Honourable Court may deem just.

Parties and Background

- 2. The Plaintiff is a corporation incorporated pursuant to the laws of the Province of Ontario.
- 3. The Plaintiff supplied labour and materials to the Property municipally described as 85 Bronte Road, Oakville Ontario and legally described as follows:

PIN 24761 - 0230 LT

Description FIRSTLY: LOT 2, PLAN M8; PART LOT 1, PLAN M8, PART 1 & 8 PLAN 20R3921; SECONDLY: LOT 1A, PLAN M8; THIRDLY: LOT 3, PLAN M8; LOT 4, PLAN M8; 3; FOURTHLY: LOT 5, PLAN M8; FIFTHLY: PART LOT 7, PLAN M8, PART 2 PLAN 20R3921; SIXTHLY: LOT 9, PLAN M8; PART LOT 8, PLAN M8, PARTS 3 & 4 PLAN 20R3921; SEVENTHLY: PART LOT 11, PLAN M8; PART LOT 10, PLAN M8, PARTS 5 & 6 PLAN 20R3921; EXCEPT PARTS 1 AND 2, 20R22342; SUBJECT TO AN EASEMENT OVER PART 3, 20R22342 IN FAVOUR OF ; LAKESHORE RD W, PL M8 , (FORMERLY TRILLER ST) S OF NELSON ST ; PCL 1-2, SEC M8 ; PT LT 1, PL M8 , PART 1 , 20R3653 ; PCL 7-2, SEC M8 ; PT LT 7, PL M8 , PART 2 , 20R3653 ; PCL 8-2,

SEC M8 ; PT LT 8, PL M8 , PART 3 , 20R3653 ; PCL 10-2,
SEC M8 ; PT LTS 10 AS IN HR2005158; TOWN OF
OAKVILLE

Address OAKVILLE

(the “**Property**”).

4. The Defendant, Bronte Lakeside Ltd. (“**Bronte**”), is a corporation incorporated pursuant to the laws of Ontario and is the registered owner of the Property. At all material times, Bronte was an “owner” as defined by section 1(1) of the *Construction Act*, of the Property.

5. The Defendant, CMLS Financial Ltd. (“**CMLS**”), is a corporation incorporated pursuant to the laws of British Columbia. CMLS holds a mortgage registered on title to the Property. CMLS is a “mortgagee” within the meaning of section 1(1) of the *Construction Act*.

Breach of Contract and Entitlement to Lien

6. The Plaintiff and Bronte entered into a contract for the Plaintiff to supply pre-construction consulting services, supply of site supervision, supply of an office trailer, storage containers and tools.

7. The period during which the Plaintiff supplied the services and materials to the Property as described in the Construction Lien was January 1, 2024 to July 9, 2025.

8. The Plaintiff has invoiced Bronte the sum of \$585,431.15 (including HST) for services and materials supplied through July 9, 2025. Bronte has made only partial payment.

9. The Plaintiff's invoices provided that 2% interest would apply to any unpaid

amounts after 30 days.

10. The balance due on the invoices is \$215,121.40 (including HST and excluding interest), which remains unpaid.

11. Bronte has thereby breached its contract with the Plaintiff and caused the Plaintiff to suffer damages.

12. The Plaintiff's supply of services and materials has enhanced the value of the Property.

13. As the registered owner of the Property, Bronte has received the benefit of the Plaintiff's labour.

14. On July 9, 2025, the Plaintiff preserved its claim to lien via registration of a construction lien to be registered on title to the Property as Instrument No. HR2115839 (the "**Construction Lien**") with the Land Titles Office for Halton in the form attached to as **Schedule "A"** hereto.

15. By reason of the above, the Plaintiff is entitled to a lien upon the Property in the amount of \$215,121.40.

Additional Amounts Due Subsequent to Construction lien

16. Subsequent to the registration of the Construction Lien, the Plaintiff provided additional services to Bronte including but not limited to a trailer rental, removal of the trailer and removal of sea cans from the Property.

17. On August 1, 2025, the Plaintiff delivered #2025-0015-BRONTE was issued for the aforesaid services in the sum of \$8,107.27, which remains unpaid.

18. Bronte's failure to pay the said invoice is a breach of its contract with the Plaintiff

and its obligation to pay the Plaintiff for services rendered.

19. For clarity, the Plaintiff is seeking a monetary award against Bronte for \$8,107.27 above and beyond the Plaintiff's lien claim for \$215,212.40.

Unjust Enrichment or Quantum Meruit

20. Further or in the alternative, the Plaintiff claims restitution from Bronte for services and material supplied to the Property on the basis of *quantum meruit* and unjust enrichment.

21. Bronte has received the benefit of the Plaintiff's contributions to the Project, the Plaintiff has suffered a corresponding detriment, with no juristic reason for same.

Priority Claim against Mortgagee

22. CMLS became the mortgagee of the land described in the Claim for Lien by virtue of a certain mortgage in the amount of \$19,100,000.00 registered on December 18, 2024 in the Land Titles Office for Halton, as Instrument No. HR2075741 (the "**Mortgage**").

23. The Mortgage was obtained by Bronte with the intention to secure the financing of the improvements to the Property supplied by the Plaintiff. The Plaintiff therefore claims that its Construction Lien has full priority over the Mortgage.

24. Alternatively, the Plaintiff states that its lien has full priority over the said Mortgage to the extent of any deficiency in the holdbacks required to be retained by the owners pursuant to the provisions of the *Construction Act*.

25. In the further alternative, the Plaintiff's Construction Lien has priority over the said

Mortgage to the extent that any portion of the said Mortgage advanced exceeded the actual value of the premises at the time when the first lien arose.

26. In the further alternative, the Plaintiff states that its Construction Lien has priority over the said Mortgage to the extent of any unadvanced portions thereof.

Holdback

27. The Plaintiff pleads that the Defendants were each required to maintain a holdback for the benefit of the Plaintiff pursuant to section 22 of the *Construction Act*.

28. The Plaintiff is entitled to payment from and/or a charge against the holdback funds held by the Defendants to satisfy the Plaintiff's lien claim herein.

29. The Plaintiff pleads and relies upon the provisions of the *Construction Act*, R.S.O. 1990, c.C.30 as amended.

30. The Plaintiff requests that it be awarded its legal fees on a substantial indemnity basis or alternatively on a partial indemnity basis.

31. The Plaintiff proposes that this action be tried at Milton.

Date: September 24, 2025

**WALKER LAW
PROFESSIONAL CORPORATION**
1 Adelaide Street East, Suite 2501
Toronto, Ontario M5C 2V9

Andrew Francis (72555R)
afrancis@tcwalkerlawyers.com
Tel: 647-342-2334 ext. 303

Lawyers for the Plaintiff

BROOKLYN CONTRACTING INC.

-and-

BRONTE LAKESIDE LTD. et al.

Plaintiff

Defendants

Court File No.

\\twdc1\Data\B\Brooklyn Contracting Inc\Pleadings\draft\2025-09-24 Statement of
 Claim.final.docx

**ONTARIO
 SUPERIOR COURT OF JUSTICE**

 PROCEEDING COMMENCED AT
 MILTON

STATEMENT OF CLAIM

**WALKER LAW
 PROFESSIONAL CORPORATION**
 1 Adelaide Street East, Suite 2501
 Toronto, Ontario M5C 2V4

Andrew Francis (LSO #72555R)
afrancis@tcwalkerlawyers.com
 Tel: 647-342-2334 ext. 303

Lawyers for the Plaintiff
 Brooklyn Contracting Inc.

Properties

PIN 24761 - 0230 LT

Description FIRSTLY: LOT 2, PLAN M8; PART LOT 1, PLAN M8, PART 1 & 8 PLAN 20R3921; SECONDLY: LOT 1A, PLAN M8; THIRDLY: LOT 3, PLAN M8; LOT 4, PLAN M8; 3; FOURTHLY: LOT 5, PLAN M8; FIFTHLY: PART LOT 7, PLAN M8, PART 2 PLAN 20R3921; SIXTHLY: LOT 9, PLAN M8; PART LOT 8, PLAN M8, PARTS 3 & 4 PLAN 20R3921; SEVENTHLY: PART LOT 11, PLAN M8; PART LOT 10, PLAN M8, PARTS 5 & 6 PLAN 20R3921; EXCEPT PARTS 1 AND 2, 20R22342; SUBJECT TO AN EASEMENT OVER PART 3, 20R22342 IN FAVOUR OF ; LAKESHORE RD W, PL M8 , (FORMERLY TRILLER ST) S OF NELSON ST ; PCL 1-2, SEC M8 ; PT LT 1, PL M8 , PART 1 , 20R3653 ; PCL 7-2, SEC M8 ; PT LT 7, PL M8 , PART 2 , 20R3653 ; PCL 8-2, SEC M8 ; PT LT 8, PL M8 , PART 3 , 20R3653 ; PCL 10-2, SEC M8 ; PT LTS 10 AS IN HR2005158; TOWN OF OAKVILLE

Address OAKVILLE

Consideration

Consideration \$215,121.40

Claimant(s)

Name BROOKLYN CONTRACTING INC.
 Address for Service c/o Walker Law Professional
 Corporation, 1 Adelaide Street East, Suite
 2501, Toronto, ON M5C 2V9, Attn:
 Andrew Francis

I, Marko A. Juricic, 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 Bronte Lakeside Ltd., 3190 Harvester Road, Suite 201, Burlington, Ontario LTN 3N1 Name and address of person to whom lien claimant supplied services or materials Bronte Lakeside Ltd., 3190 Harvester Road, Suite 201, Burlington, Ontario LTN 3N1 Time within which services or materials were supplied from 2024/01/01 to 2025/07/09 Short description of services or materials that have been supplied Pre-construction consulting services, supply of site supervision, supply of office trailer, storage containers and tools. Contract price or subcontract price \$585,431.15 (including HST) for services to date. Amount claimed as owing in respect of services or materials that have been supplied \$215,121.40 (including HST) for services to date.

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

Andrew Scott Francis 1 Adelaide Street, Suite 2500 acting for Signed 2025 07 09
 Toronto Applicant(s)
 M5C 2V9

Tel 647-342-2334

Email afrancis@tcwalkerlawyers.com

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

Submitted By

WALKER LAW PROFESSIONAL CORPORATION 1 Adelaide Street, Suite 2500 2025 07 09
 Toronto
 M5C 2V9

Tel 647-342-2334

Email afrancis@tcwalkerlawyers.com

Fees/Taxes/Payment

Statutory Registration Fee \$70.90

Total Paid \$70.90

This is Exhibit "F" referred to in the Affidavit of Jeffrey Burt affirmed remotely this 6th day of November 2025.

A handwritten signature in black ink that reads "Stephen Gaudreau". The signature is written in a cursive style with a large initial 'S' and a stylized 'G'.

Commissioner for Taking Affidavits (or as may be)

Stephen Gaudreau

Properties

PIN 24761 - 0230 LT

Description FIRSTLY: LOT 2, PLAN M8; PART LOT 1, PLAN M8, PART 1 & 8 PLAN 20R3921; SECONDLY: LOT 1A, PLAN M8; THIRDLY: LOT 3, PLAN M8; LOT 4, PLAN M8; 3; FOURTHLY: LOT 5, PLAN M8; FIFTHLY: PART LOT 7, PLAN M8, PART 2 PLAN 20R3921; SIXTHLY: LOT 9, PLAN M8; PART LOT 8, PLAN M8, PARTS 3 & 4 PLAN 20R3921; SEVENTHLY: PART LOT 11, PLAN M8; PART LOT 10, PLAN M8, PARTS 5 & 6 PLAN 20R3921; EXCEPT PARTS 1 AND 2, 20R22342; SUBJECT TO AN EASEMENT OVER PART 3, 20R22342 IN FAVOUR OF ; LAKESHORE RD W, PL M8 , (FORMERLY TRILLER ST) S OF NELSON ST ; PCL 1-2, SEC M8 ; PT LT 1, PL M8 , PART 1 , 20R3653 ; PCL 7-2, SEC M8 ; PT LT 7, PL M8 , PART 2 , 20R3653 ; PCL 8-2, SEC M8 ; PT LT 8, PL M8 , PART 3 , 20R3653 ; PCL 10-2, SEC M8 ; PT LTS 10 AS IN HR2005158; TOWN OF OAKVILLE

Address OAKVILLE

Consideration

Consideration \$470,505.00

Claimant(s)

Name DELTA GROUP
Address for Service 406 North Servicxe Rd E, Unit 300
Oakville ON L6H 1M5

I am the lien claimant and the facts stated in the claim for lien are 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 Bronte Lakeside Ltd., 3190 Harvester Road, Suite 201, Burlington, Ontario L7N 3N1 Name and address of person to whom lien claimant supplied services or materials Bronte Lakeside Ltd., 3190 Harvester Road, Suite 201, Burlington, Ontario L7N 3N1 Time within which services or materials were supplied from 2024/03/18 to 2025/07/10 Short description of services or materials that have been supplied demolition services, garbage disposal, ramp and pad preparation work, concrete and brick removal, provision of electrical and cables missing and equipment Contract price or subcontract price 495,505.00 Amount claimed as owing in respect of services or materials that have been supplied 470,505.00

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

Saad Suleman 100 Matheson Blvd E Unit 101 acting for Signed 2025 08 11
Mississauga Applicant(s)
L4Z 2G7

Tel 905-604-8828
Email ssuleman@sulemanlaw.com

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

Submitted By

SULEMAN LAW PROFESSIONAL CORPORATION 100 Matheson Blvd E Unit 101 2025 08 11
Mississauga
L4Z 2G7

Tel 905-604-8828
Email ssuleman@sulemanlaw.com

Fees/Taxes/Payment

Statutory Registration Fee \$70.90
Total Paid \$70.90

This is Exhibit "G" referred to in the Affidavit of Jeffrey Burt affirmed remotely this 6th day of November 2025.

A handwritten signature in black ink that reads "Stephen Gaudreau". The signature is written in a cursive style with a large initial 'S'.

Commissioner for Taking Affidavits (or as may be)

Stephen Gaudreau

LAND
REGISTRY
OFFICE #20

24761-0230 (LT)

PREPARED FOR HYChan14
ON 2025/11/05 AT 13:47:02

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

PROPERTY DESCRIPTION: FIRSTLY: LOT 2, PLAN M8; PART LOT 1, PLAN M8, PART 1 & 8 PLAN 20R3921; SECONDLY: LOT 1A, PLAN M8; THIRDLY: LOT 3, PLAN M8; LOT 4, PLAN M8; 3; FOURTHLY: LOT 5, PLAN M8; FIFTHLY: PART LOT 7, PLAN M8, PART 2 PLAN 20R3921; SIXTHLY: LOT 9, PLAN M8; PART LOT 8, PLAN M8, PARTS 3 & 4 PLAN 20R3921; SEVENTHLY: PART LOT 11, PLAN M8; PART LOT 10, PLAN M8, PARTS 5 & 6 PLAN 20R3921; EXCEPT PARTS 1 AND 2, 20R22342; SUBJECT TO AN EASEMENT OVER PART 3, 20R22342 IN FAVOUR OF ; LAKESHORE RD W, PL M8 , (FORMERLY TRILLER ST) S OF NELSON ST ; PCL 1-2, SEC M8 ; PT LT 1, PL M8 , PART 1 , 20R3653 ; PCL 7-2, SEC M8 ; PT LT 7, PL M8 , PART 2 , 20R3653 ; PCL 8-2, SEC M8 ; PT LT 8, PL M8 , PART 3 , 20R3653 ; PCL 10-2, SEC M8 ; PT LTS 10 AS IN HR2005158; TOWN OF OAKVILLE

PROPERTY REMARKS: PLAN M8 IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT.

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

DIVISION FROM 24761-0228

PIN CREATION DATE:

2024/01/18

OWNERS' NAMES

BRONTE LAKESIDE LTD.

CAPACITY SHARE

| REG. NUM. | DATE | INSTRUMENT TYPE | AMOUNT | PARTIES FROM | PARTIES TO | CERT/CHKD |
|--|---|--------------------|--------------|---|---|-----------|
| <i>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2024/01/18 **</i> | | | | | | |
| BL708 | 1958/05/05 | BYLAW | | | | C |
| | <i>CORRECTIONS: BL708 ADDED TO PINS 25503-0001 - 0056 ON 2022/04/26 AT 09:17 BY WARNER, ROBERT.</i> | | | | | |
| 20BA148 | 1968/03/13 | PLAN BOUNDRIES ACT | | | | C |
| | <i>REMARKS: M8</i> | | | | | |
| H90689 | 1977/04/06 | NOTICE | | | THE CORPORATION OF THE TOWN OF OAKVILLE | C |
| 20R3921 | 1978/10/16 | PLAN REFERENCE | | | | C |
| 20R10404 | 1991/05/27 | PLAN REFERENCE | | | | C |
| H620245 | 1995/12/15 | NOTICE AGREEMENT | | | THE CORPORATION OF THE TOWN OF OAKVILLE | C |
| HR131834 | 2002/07/16 | BYLAW | | THE CORPORATION OF THE TOWN OF OAKVILLE | | C |
| | <i>REMARKS: OWNERS ALLOWED TO MAINTAIN AND USE THE PATIO RAILINGS AND LAG SHIELDS, AS THEY ENCROACH UPON THE PUBLIC HIGHWAY LAKESHORE ROAD WEST UNTIL REQUESTED BY THE TOWN TO REMOVE THEM.</i> | | | | | |
| HR1789646 | 2021/05/12 | TRANSFER | \$3,500,000 | 2233651 ONTARIO LIMITED | JM LAKESHORE-BRONTE INC. | C |
| | <i>REMARKS: PLANNING ACT STATEMENTS.</i> | | | | | |
| HR1789647 | 2021/05/12 | TRANSFER | \$11,020,000 | SUPERTRIN PROPERTIES INC. | JM LAKESHORE-BRONTE INC. | C |
| | <i>REMARKS: PLANNING ACT STATEMENTS.</i> | | | | | |
| HR1832068 | 2021/09/28 | APL CH NAME OWNER | | JM LAKESHORE-BRONTE INC. | BRONTE HARBOUR CLUB INC. | C |
| HR1881326 | 2022/04/06 | APL CH NAME OWNER | | BRONTE HARBOUR CLUB INC. | BRONTE LAKESIDE LTD. | 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.

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REGISTRY
OFFICE #20

24761-0230 (LT)

PREPARED FOR HYChan14
ON 2025/11/05 AT 13:47:02

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| REG. NUM. | DATE | INSTRUMENT TYPE | AMOUNT | PARTIES FROM | PARTIES TO | CERT/CHKD |
|-----------|------------|---|--------------|---|---|-----------|
| HR1943976 | 2023/01/17 | NOTICE | | THE CORPORATION OF THE TOWN OF OAKVILLE | | C |
| 20R22342 | 2023/01/27 | PLAN REFERENCE | | | | C |
| HR1970899 | 2023/06/23 | CHARGE | | *** DELETED AGAINST THIS PROPERTY *** BRONTE LAKESIDE LTD. | EMPIRICAL CAPITAL CORP. OLYMPIA TRUST COMPANY | |
| HR1970900 | 2023/06/23 | NO ASSGN RENT GEN | | *** DELETED AGAINST THIS PROPERTY *** BRONTE LAKESIDE LTD. | EMPIRICAL CAPITAL CORP. OLYMPIA TRUST COMPANY | |
| | | <i>REMARKS: HR1970899.</i> | | | | |
| HR1971158 | 2023/06/23 | RESTRICTION-LAND | | *** DELETED AGAINST THIS PROPERTY *** BRONTE LAKESIDE LTD. | | |
| | | <i>REMARKS: NO CHARGE WITHOUT THE CONSENT OF EMPIRICAL CAPITAL CORP. AND OLYMPIA TRUST COMPANY.</i> | | | | |
| HR2005156 | 2023/12/08 | NOTICE | | THE CORPORATION OF THE TOWN OF OAKVILLE | | C |
| | | <i>REMARKS: PLANNING ACT AGREEMENT</i> | | | | |
| HR2005157 | 2023/12/08 | POSTPONEMENT | | *** DELETED AGAINST THIS PROPERTY *** EMPIRICAL CAPITAL CORP. OLYMPIA TRUST COMPANY | THE CORPORATION OF THE TOWN OF OAKVILLE | |
| | | <i>REMARKS: HR1970899 TO HR2005156</i> | | | | |
| HR2005158 | 2023/12/08 | TRANSFER EASEMENT | | BRONTE LAKESIDE LTD. | THE CORPORATION OF THE TOWN OF OAKVILLE | C |
| HR2005159 | 2023/12/08 | POSTPONEMENT | | *** DELETED AGAINST THIS PROPERTY *** EMPIRICAL CAPITAL CORP. OLYMPIA TRUST COMPANY | THE CORPORATION OF THE TOWN OF OAKVILLE | |
| | | <i>REMARKS: HR1970899 TO HR2005158</i> | | | | |
| HR2056245 | 2024/09/10 | NOTICE | | *** COMPLETELY DELETED *** BRONTE LAKESIDE LTD. | EMPIRICAL CAPITAL CORP. OLYMPIA TRUST COMPANY | |
| | | <i>REMARKS: AMENDS HR1970899</i> | | | | |
| HR2075741 | 2024/12/18 | CHARGE | \$19,100,000 | BRONTE LAKESIDE LTD. | CMLS FINANCIAL LTD. | C |
| HR2075742 | 2024/12/18 | NO ASSGN RENT GEN | | BRONTE LAKESIDE LTD. | CMLS FINANCIAL LTD., ON BEHALF OF INVESTOR CLIENT | C |
| | | <i>REMARKS: ASSIGNS HR2075741 RENTS</i> | | | | |
| HR2075896 | 2024/12/19 | APL DELETE REST | | *** COMPLETELY DELETED *** | | |

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

LAND
REGISTRY
OFFICE #20

24761-0230 (LT)

PREPARED FOR HYChan14
ON 2025/11/05 AT 13:47:02

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| REG. NUM. | DATE | INSTRUMENT TYPE | AMOUNT | PARTIES FROM | PARTIES TO | CERT/ CHKD |
|-----------|------------|--|-----------|--|------------|---------------|
| | | | | EMPIRICAL CAPITAL CORP. OLYMPIA TRUST COMPANY | | |
| | | REMARKS: HR1971158. | | | | |
| HR2075897 | 2024/12/19 | DISCH OF CHARGE | | *** COMPLETELY DELETED *** EMPIRICAL CAPITAL CORP. OLYMPIA TRUST COMPANY | | |
| | | REMARKS: HR1970899. HR1970900 HR2005157 HR2005159 HR20056245 | | | | |
| HR2111676 | 2025/06/19 | CONSTRUCTION LIEN | \$75,639 | TM PLATFORMS INC. | | C |
| HR2115737 | 2025/07/09 | CONSTRUCTION LIEN | \$539,671 | TRAK INTERNATIONAL GREEN ENERGY RESOURCES INC. | | C |
| HR2115839 | 2025/07/09 | CONSTRUCTION LIEN | \$215,121 | BROOKLYN CONTRACTING INC. | | C |
| HR2122560 | 2025/08/11 | CONSTRUCTION LIEN | \$470,505 | DELTA GROUP | | C |
| HR2125102 | 2025/08/21 | CERTIFICATE | | TM PLATFORMS INC. | | C |
| HR2129398 | 2025/09/11 | CERTIFICATE | | TRAK INTERNATIONAL GREEN ENERGY RESOURCES INC. | | C |
| HR2132023 | 2025/09/24 | CERTIFICATE | | BROOKLYN CONTRACTING INC. | | C |

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Court File No. CL-25-00753553-0000

CMLS FINANCIAL LTD.

-and-

BRONTE LAKESIDE LTD. and BRONTE LIMITED
PARTNERSHIP

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT **TORONTO**

**SUPPLEMENTARY AFFIDAVIT OF JEFFREY
BURT**

BLANEY MCMURTRY LLP
Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto, ON, M5C 3G5

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Email: tdunn@blaney.com

Stephen Gaudreau (LSO #65895M)
Tel: (416) 596-4285
Email: sgaudreau@blaney.com

Lawyers for the Applicant

CMLS FINANCIAL LTD.

-and-

BRONTE LAKESIDE LTD. and BRONTE LIMITED
PARTNERSHIP

Applicant

Respondents

See Service List for Email Addresses of Recipients

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

SUPPLEMENTARY APPLICATION RECORD
(Receivership Hearing returnable November 19,
2025)

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Barristers & Solicitors
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Suite 1500
Toronto, ON, M5C 3G5

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Lawyers for the Applicant