

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

WINDSOR FAMILY CREDIT UNION LIMITED

Applicant

-and-

LAKESHORE OASIS INC.

Respondent

**APPLICATION RECORD
(Returnable December 8, 2015 @ 10:00 a.m.)**

Date: November 24, 2015

**TOM SERAFIMOVSKI
LSUC # 30330T
McTAGUE LAW FIRM LLP
Barristers & Solicitors
455 Pelissier Street
Windsor, ON N9A 6Z9
(T) 519-255-4386
(F) 519-255-4384**

LAWYERS FOR THE APPLICANT

TO: **Lakeshore Oasis Inc.**
3200 Denziel Drive, Suite 410
Windsor, Ontario N8W 5K8

AND TO: **Lakeshore Oasis Inc.**
140-486 Advance Boulevard,
Tecumseh, ON N8N 0B8

AND TO: **2154161 Ontario Limited**
322 Seacliff Drive West
Leamington, ON N8H 4E1

AND TO: **Dr. Juliana Bilibajkich Medicine Professional Corporation**
486 Advance Blvd, Suite 140
Tecumseh, ON N8N 0B8

AND TO: **Juliana Bilibajkich**
134 Marentette Drive
Lakeshore, ON N0R 1A0

AND TO: **Dr. Mara Bilibajkich Medicine Professional Corporation**
486 Advance Blvd, Suite 140
Tecumseh, ON N8N 0B8

AND TO: **Mara Bilibajkich**
246 Elmgrove Dr.
Lakeshore, ON N8N 3S3

AND TO: **Terry Huhtala**
246 Elmgrove Dr.
Lakeshore, ON N8N 3S3

AND TO: **Michelle Cannon**
1554 Caille Avenue
Lakeshore ON N0R 1A0

AND TO: **Mark Lackorzynski**
12540 Keith Court
Tecumseh, ON N8N 4A8

AND TO: **Lackorzynski Dentistry Professional Corporation**
486 Advance Blvd, Suite 170
Tecumseh, ON N8N 0B8

AND TO: **Roscon Investments Inc.**
6555 Malden Road
Windsor, ON N9H 1T5

AND TO: **Rosati Construction Inc.**
6555 Malden Road
Windsor, ON N9H 1T5

INDEX

TAB	DESCRIPTION
1.	Notice of Application
2.	Affidavit of Martin Pittana, sworn November 23, 2015
	Exhibit "A" – Corporation Profile Report of the Respondent
	Exhibit "B" – Commitment Letter dated December 17, 2007
	Exhibit "C" – General Security Agreement dated January 22, 2008
	Exhibit "D" – PPSA search of Lakeshore Oasis Inc. dated November 16, 2015
	Exhibit "E" – Mortgage dated March 17, 2008
	Exhibit "F" – Assignment of Rents dated January 22, 2008
	Exhibit "G" – Letter of Guarantee dated January 22, 2008
	Exhibit "H" – Demand letter dated November 6, 2015
	Exhibit "I" – Notice of Intention to Enforce Security dated November 6, 2015
	Exhibit "J" – Canada Post registered mail receipts
	Exhibit "K" – Consent dated November 17, 2015
3.	Proposed Receiver's First Report dated November 23, 2015

TAB 1

Court File No.: CV-15-23011

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

WINDSOR FAMILY CREDIT UNION LIMITED

Applicant

-and-

LAKESHORE OASIS INC.

Respondent

NOTICE OF APPLICATION

TO THE RESPONDENT:

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


THIS APPLICATION will come on for a hearing on Tuesday, December 8, 2015, at 10:00 AM at the Superior Court of Justice at 245 Windsor Avenue, Windsor, Ontario.

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

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your Notice of Appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the Application is to be heard as soon as possible, but at least four (4) 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: NOV 14 2005

Issued by: 
Registrar

Address of
court office: 245 Windsor Avenue
Windsor, Ontario N9A 1J2

TO: **Lakeshore Oasis Inc.**
3200 Denziel Drive, Suite 410
Windsor, Ontario N8W 5K8

AND TO: **Lakeshore Oasis Inc.**
140-486 Advance Boulevard,
Tecumseh, ON
N8N 0B8

AND TO: **2154161 Ontario Limited**
322 Seacliff Drive West
Leamington, ON
N8H 4E1

AND TO: **Dr. Juliana Bilibajkich Medicine Professional Corporation**
486 Advance Blvd, Suite 140
Tecumseh, ON
N8N 0B8

AND TO: **Juliana Bilibajkich**
134 Marentette Drive
Lakeshore, ON
N0R 1A0

AND TO: **Dr. Mara Bilibajkich Medicine Professional Corporation**
486 Advance Blvd, Suite 140
Tecumseh, ON
N8N 0B8

AND TO: **Mara Bilibajkich**
246 Elmgrove Dr.
Lakeshore, ON
N8N 3S3

AND TO: **Terry Huhtala**
246 Elmgrove Dr.
Lakeshore, ON
N8N 3S3

AND TO: **Michelle Cannon**
1554 Caille Avenue
Lakeshore ON
N0R 1A0

AND TO: **Mark Lackorzynski**
12540 Keith Court
Tecumseh, ON
N8N 4A8

AND TO: **Lackorzynski Dentistry Professional Corporation**
486 Advance Blvd, Suite 170
Tecumseh, ON
N8N 0B8

AND TO: **Roscon Investments Inc.**
6555 Malden Road
Windsor, ON
N9H 1T5

AND TO: **Rosati Construction Inc.**
6555 Malden Road
Windsor, ON
N9H 1T5

APPLICATION

THE APPLICATION IS FOR:

- a) If necessary, an Order abridging the time for service and filing of this Application, validating service effected to date and dispensing with further service upon any further persons not already served with this Application;
- b) An Order pursuant to Section 243 (1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43 as amended, appointing a Receiver and Receiver/Manager substantially in the form attached hereto as Schedule "A";
- c) An Order waiving the requirement to serve and file a Factum in support of this Application, or, in the alternative, an Order granting leave to serve and file a Factum, if necessary;
- d) An Order for the costs of this Application in accordance with the draft Order attached hereto as Schedule "A", or, in the alternative, costs in such manner as this Honourable Court may deem just; and
- e) Such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE APPLICATION ARE:

- a) The Applicant, the Windsor Family Credit Union Limited, provided financing to the Respondent, Lakeshore Oasis Inc. pursuant to the terms of a certain Commitment Letter, dated December 17, 2007, as amended, and other subsequent credit facilities (the "**Loans**");

- b) The Applicant is a secured creditor of the Respondent in connection with the Loans advanced pursuant to a General Security Agreement over all present and after-acquired personal property and assets of the Respondent, and a Charge/Mortgage of Land registered against the property located at municipal address 486 Advance Boulevard, Lakeshore, Ontario(the "**Security**");
- c) The Respondent is in default of its obligations under the Loans and Security;
- d) On or about November 6, 2015 the Applicant issued formal demand upon the Respondent for payment of all outstanding indebtedness under the Loans;
- e) The Applicant further issued a Notice of Intention to Enforce Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act* and pursuant to the terms of the Security;
- f) The Respondent has failed to make satisfactory arrangements for payment of its obligations to the Applicant;
- g) It is necessary that a Receiver and Receiver/Manager be appointed for the protection of the interests of the Applicant and any other creditor of the Respondent;
- h) The above mentioned Security contains terms providing that, upon default, the Applicant may appoint a Receiver and Receiver/Manager over the assets secured;
- i) Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended;
- j) Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- k) Rules 1.04, 2.03, 3.02, 14.05, and 38 of the *Rules of Civil Procedure*; and

- l) Such further and other grounds as counsel may provide and this Honourable Court may permit.

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

- a) The Affidavit of Martin Pittana and Exhibits attached thereto;
- b) The Consent of BDO Canada Limited to act as Receiver and Receiver/Manager;
- c) Proposed Receiver's First Report;
- d) Such other and further material as counsel may advise and this Honourable Court may permit.

Date: November ²⁴23, 2015

TOM SERAFIMOVSKI
LSUC # 30330T
McTAGUE LAW FIRM LLP
Barristers & Solicitors
455 Pelissier Street
Windsor, ON N9A 6Z9
(T) 519-255-4386
(F) 519-255-4384

LAWYERS FOR THE APPLICANT

SCHEDULE "A"

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE

)
)
)

TUESDAY, THE 8th DAY

OF DECEMBER, 2015

B E T W E E N:

WINDSOR FAMILY CREDIT UNION LIMITED

Applicant

-and-

LAKESHORE OASIS INC.

Respondent

ORDER

THIS APPLICATION, made by the Applicant, the Windsor Family Credit Union Limited (the "**WFCU**"), for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O 1990 c. C.43, as amended (the "**CJA**"), appointing BDO Canada Limited ("**BDO**"), as Receiver and Receiver/Manager (the "**Receiver**") without security, of all of the assets, undertakings, and properties of the Respondent, Lakeshore Oasis Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 245 Windsor Avenue, Windsor, Ontario.

ON READING the Affidavit of Martin Pittana, sworn November 23, 2015, and the Exhibits thereto, the report of BDO as proposed Receiver dated November 23, 2015 (the "**Proposed Receiver's Report**") and on hearing the submissions of counsel for WFCU and from all other counsel in attendance, and upon reading the consent of BDO Canada Limited, to act as the Receiver.

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the *BIA* and Section 101 of the *CJA*, BDO Canada Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor including the real property detailed at Schedule "B" to this Order, including all proceeds thereof (the "**Property**").

SALES PROCESS/ PROPOSED RECEIVER'S FIRST REPORT

3. THIS COURT ORDERS that the sales and marketing process in respect of the Property as detailed and defined in paragraphs 4.3 to 4.12 of the Proposed Receiver's Report (the "**Sales Process**") is hereby approved.
4. THIS COURT ORDERS that the Receiver is hereby authorized to take such steps as are necessary and appropriate to facilitate the completion of the Sales Process.
5. THIS COURT ORDERS that the Proposed Receiver's Report is hereby approved.

RECEIVER'S POWERS

6. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable
 - a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
- e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- g) to settle, extend or compromise any indebtedness owing to the Debtor;
- h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- i) to initiate, prosecute and continued the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter

instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$250,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under Section 63(4) of the Ontario *Personal Property Security Act*, or Section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

8. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.
9. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.
10. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice to the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall

be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

19. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally

contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, the *Ontario Clean Water Act, 2006* or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

21. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or

otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Ontario Superior Court of Justice at Windsor.
23. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

24. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowing Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
25. THIS COURT ORDERS that neither the Receiver's Borrowing Charge nor any other security granted by the Receiver in connection with its borrowing under this Order shall be enforced without leave of this Court.

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

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

SERVICE AND NOTICE

28. THIS COURT ORDERS that the E-Service Guide of the Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/eservice-commercial/> shall be valid and effective service. Subject to 17.05 this Order shall constitute an Order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 13 of the Guide, service of documents shall be effective on transmission.

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

GENERAL

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

31. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
32. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
33. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
34. THIS COURT ORDERS that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
35. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

JUSTICE

SCHEDULE "A"

RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

THIS IS TO CERTIFY that BDO Canada Limited (the "**Receiver**"), the Receiver of the assets, undertakings and properties of Lakeshore Oasis Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the 8th day of December, 2015 (the "**Order**") made in an action having Court file number CV-15-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the _____ day of _____, 20__.

BDO Canada Limited, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

SCHEDULE "B"

PT LT 4 CON EAST PIKE CREEK DESIGNATED AS PTS 3, 10 TO 15 INCL. & 26 PL 12R23533; S/T EASE OVER PT 15 PL 12R23533 AS IN R353169, S/T EASE OVER PT 11 PL 12R23533 AS IN CE155227, S/T EASE OVER PTS 10, 12, & 26 PL 12R23533 AS IN CE334031, S/T EASE OVER PTS 2 & 5 PL 12R23699 AS IN CE354848, S/T EASE OVER PTS 3, 10, 11, 12, 15, & 26 PL 12R23533 AS IN CE334374, S/T EASE OVER PTS 3, 10, 12, 15 & 26 PL 12R23533 AS IN CE372385; T/W EASE OVER PTS 1, 18-22 INCL., 28 & 29 PL 12R23533 AS IN CE334374, T/W EASE OVER PTS 4-9 INCL., 24, 25 PL 12R23533 AS IN CE372385; TOGETHER WITH AN EASEMENT OVER PTS 1, 3, 5 & 6 PL 12R25956 AS IN CE634267; SUBJECT TO AN EASEMENT OVER PTS 3, 10, 12, 15 & 26 PL 12R25956 IN FAVOUR OF PTS 1 TO 6 INCL. PL 12R25956 AS IN CE634267; TOWN OF LAKESHORE

BEING PIN 75007-0389 (LT)

Court File No.: CV-15- 23011

WINDSOR FAMILY CREDIT UNION LIMITED

vs

LAKE SHORE OASIS INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT WINDSOR

NOTICE OF APPLICATION

TOM SERAFIMOVSKI
LSUC No.: 30330T
McTAGUE LAW FIRM LLP
Barristers & Solicitors
455 Pelissier Street
Windsor, Ontario
N9A 6Z9
TEL: (519) 255-4386
FAX: (519) 255-4384

Lawyer for the Applicant

File No: 64706

TAB 2

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

WINDSOR FAMILY CREDIT UNION LIMITED

Applicant

-and-

LAKESHORE OASIS INC.

Respondent

AFFIDAVIT OF MARTIN PITTANA

I, MARTIN PITTANA of the City of Windsor in the Province of Ontario, MAKE OATH
AND SAY AS FOLLOWS:

1. I am the Commercial Account Manager with the Applicant, the Windsor Family Credit Union Limited (the "WFCU"), and as such have knowledge of the matters to which I hereinafter dispose, except where I have obtained knowledge from other sources, in which case I state the source of such knowledge and verily believe it to be true.

THE PARTIES

2. The WFCU is a corporation, incorporated pursuant to the laws of the Province of Ontario, and is in the business of providing loans, mortgages, and is a provider of general banking services.

3. Lakeshore Oasis Inc. ("**Lakeshore Oasis**") is a corporation, incorporated pursuant to the laws of the Province of Ontario, and carries on business as a commercial landlord at a commercial complex located at municipal address 486 Advance Boulevard, Lakeshore, Ontario (the "**Business**"). Attached hereto and marked as Exhibit "A" to this my Affidavit is a true copy of the Corporation Profile Report of the Respondent.

4. The Respondent, Lakeshore Oasis, is indebted to the WFCU under certain loans advanced to Lakeshore Oasis further to a Commitment Letter, dated December 17, 2007. Attached hereto and marked as Exhibit "B" to this my Affidavit is a true copy of the Commitment Letter, dated December 17, 2007.

THE LOANS AND SECURITY

5. The WFCU advanced certain credit facilities (the "**Loans**") to Lakeshore Oasis, including:

- (i) Description: Interim Construction Loan
Amount: Up to \$5,259,000.00
Interest Rate: 7.0% per annum
Loan Type: Demand Loan
- (ii) Description: Commercial Mortgage
Amount: \$6,162,000.00
Interest Rate: 7.5% per annum
Loan Type: Monthly Payments/5 Year Term/20 Year Amortization

6. As security for the Loans, Lakeshore Oasis executed a General Security Agreement, dated January 22, 2008 granting a general and continued security in all present and after-acquired property, assets, rights, and undertakings of Lakeshore Oasis (the "**GSA**"). Attached

hereto and marked as Exhibit "C" to this my Affidavit is a true copy of the GSA, dated January 22, 2008.

7. In respect of the GSA, the WFCU registered its security interest under the *Personal Property and Security Act* (the "**PPSA**") against the Respondent over inventory, equipment, accounts, and other, bearing PPSA File Number 643250844. Attached hereto and marked as Exhibit "D" to this my Affidavit is a true copy of a PPSA search as against Lakeshore Oasis.

8. As further security for the Loans, Lakeshore Oasis also executed a Charge/Mortgage in favour of the WFCU in the principal amount of \$6,162,000.00 in respect of the real property legally described as PART LOT 4 CON EAST PIKE CREEK MAIDSTONE DESIGNATED AS PARTS 5,6,7 & 8 PL 12R21742 SAVE & EXCEPT PART 18 ON CE303662; LAKESHORE S/T EASE AS IN R353169, S/T EASE OVER PART 6 PL 12R21742 AS IN CE155227 and bearing PIN 75007-0329 LT (the "**Property**"), registered March 17, 2008 in the Land Titles Office for Essex (No. 12) as Instrument No. CE319516 (the "**Mortgage**"). Attached hereto and marked as Exhibit "E" to this my Affidavit is a true copy of the Mortgage, dated March 17, 2008, together with the Terms and Conditions contained in Schedule "A" thereto and Standard Charge Terms 200033, to which Lakeshore Oasis agreed and acknowledged receipt of. The property is now described as: PT LT 4 CON EAST PIKE CREEK DESIGNATED AS PTS 3, 10 TO 15 INCL. & 26 PL 12R23533; S/T EASE OVER PT 15 PL 12R23533 AS IN R353169, S/T EASE OVER PT 11 PL 12R23533 AS IN CE155227, S/T EASE OVER PTS 10, 12, & 26 PL 12R23533 AS IN CE334031, S/T EASE OVER PTS 2 & 5 PL 12R23699 AS IN CE354848, S/T EASE OVER PTS 3, 10, 11, 12, 15, & 26 PL 12R23533 AS IN CE334374, S/T EASE OVER PTS 3, 10, 12, 15 & 26 PL 12R23533 AS IN CE372385; T/W EASE OVER PTS 1, 18-22 INCL., 28 & 29 PL 12R23533 AS IN CE334374, T/W EASE OVER PTS 4-9 INCL., 24, 25 PL

12R23533 AS IN CE372385; TOGETHER WITH AN EASEMENT OVER PTS 1, 3, 5 & 6 PL 12R25956 AS IN CE634267; SUBJECT TO AN EASEMENT OVER PTS 3, 10, 12, 15 & 26 PL 12R25956 IN FAVOUR OF PTS 1 TO 6 INCL. PL 12R25956 AS IN CE634267; TOWN OF LAKESHORE; being PIN 75007-0389 LT.

9. As further security for the Loans, Lakeshore Oasis also executed an Assignment of Rents in favour of the WFCU, dated January 22, 2008, which Assignment of Rents was registered on title to the Property on March 17, 2008 as Instrument Number CE319518 (the "**Assignment of Rents**"). Attached hereto and marked as Exhibit "F" to this my Affidavit is a true copy of the Assignment of Rents.

10. As further security for the Loans, the principals of Lakeshore Oasis, namely, Terry Huhtala, Mara Bilibajkich, Juliana Bilibajkich, Michelle Cannon, and Mark Lackorzynski, executed a joint and several Letter of Guarantee in favour of the WFCU in the sum of \$2,000,000.00. Attached hereto and marked as Exhibit "G" to this my Affidavit is a true copy of the Letter of Guarantee.

RIGHT TO APPOINT RECEIVER

11. Pursuant to paragraphs 12 and 13 of the GSA, dated January 22, 2008, upon an event of default, the WFCU may appoint in its discretion a Receiver and Receiver/Manager ("**Receiver**") of all property, assets, and undertakings of Lakeshore Oasis, and otherwise exercise all rights and remedies of a secured creditor.

DEFAULT

12. The Respondent, Lakeshore Oasis, has failed to make monthly principal and interest payments due and owing under the Loans. Lakeshore Oasis has further defaulted by failing to pay municipal property taxes as they became due.

13. Following repeated requests for payment and given the default described above, on November 6, 2015, the Applicant by its lawyers, issued formal demand for payment upon the Respondent and the Guarantors, and served a Notice of Intention to Enforce Security pursuant to Section 244 of the *BIA*. Attached hereto and marked respectively as Exhibit "H", Exhibit "I" and Exhibit "J" to this my Affidavit is a true copy of the demand letter, dated November 6, 2015, a true copy of the Notice of Intention to Enforce Security, dated November 6, 2015, and a true copy of the Canada Post registered mail receipts.

14. As of November 6, 2015 the Respondent, Lakeshore Oasis was indebted to the WFCU as follows:

Principal	\$5,505,702.57
Interest to Nov. 6/15	\$ 188,008.24
Total	\$5,693,710.81

Interest continues to accrue at the rate of \$1,113.962 per diem.

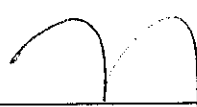
15. The WFCU has made demand and is entitled under its security and at law to enforce its security, which includes the appointment of a Receiver.

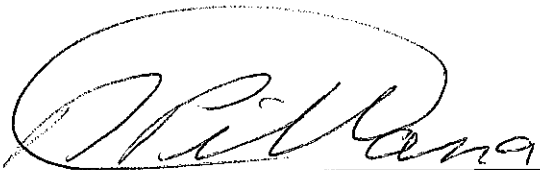
16. The WFCU is aware that other creditors have not been paid, as property taxes were also going unpaid until the WFCU paid the outstanding arrears on or about November 5, 2015 in the sum of \$152,174.32. However, the WFCU is unaware of what other creditors have not been paid or the extent of Lakeshore Oasis's indebtedness to other parties other than the WFCU.

17. I verily believe that the appointment of a Receiver is just and convenient, and necessary for the protection of the Respondent's assets and the WFCU's interests. I further verily believe that the appointment of a Receiver is in the interests of creditors, including the WFCU.

18. BDO Canada Limited has agreed to act as Receiver and Receiver/Manager in respect of the appointment being sought. Attached hereto and marked as Exhibit "K" to this my Affidavit is a true copy of the Consent, dated November 17, 2015.

19. This Affidavit is made in support of this Application to appoint a Receiver and Receiver/Manager and for no other or improper purpose.

SWORN BEFORE ME at the)
)
City of Windsor, in the County)
)
Of Essex, in the Province of)
)
Ontario, this 23rd day of November,)
)
2015.)
)
)
_____)
A Commissioner, etc.)



MARTIN PITTANA

THIS IS EXHIBIT "A"
REFERRED TO IN THE AFFIDAVIT OF
MARTIN PITTANA
SWORN BEFORE ME THIS 2³ DAY
OF NOVEMBER, 2015.


.....
A Commissioner, etc.

Request ID: 018342081
Transaction ID: 59492623
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2015/11/18
Time Report Produced: 15:18:51
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2074925	LAKESHORE OASIS INC.	2005/06/16
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
3200 DEZIEL DRIVE	NOT APPLICABLE	NOT APPLICABLE
Suite # SUITE 410 WINDSOR ONTARIO CANADA N8W 5K8	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
3200 DEZIEL DRIVE		NOT APPLICABLE
Suite # SUITE 410 WINDSOR ONTARIO CANADA N8W 5K8	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors	Date Commenced
	Minimum Maximum	in Ontario
	00001 00010	NOT APPLICABLE
Activity Classification		Date Ceased
NOT AVAILABLE		in Ontario
		NOT APPLICABLE

Request ID: 018342081
Transaction ID: 59492823
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2015/11/18
Time Report Produced: 15:18:51
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2074925

LAKESHORE OASIS INC.

Corporate Name History

Effective Date

LAKESHORE OASIS INC.

2005/06/16

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:
Name (Individual / Corporation)

Address

JULIANA
BILIBAJKICH

227 SOUTHWIND CRESCENT

TECUMSEH
ONTARIO
CANADA N8N 4S5

Date Began

First Director

2005/06/16

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 018342081
Transaction ID: 59492823
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2015/11/18
Time Report Produced: 15:18:51
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2074925

LAKESHORE OASIS INC.

Administrator:
Name (Individual / Corporation)

Address

CAROLYN
FOWLER

326 EAST PUCE RD

BELLE RIVER
ONTARIO
CANADA N0R 1A0

Date Began

First Director

2005/06/16

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Administrator:
Name (Individual / Corporation)

Address

CAROLYN
FOWLER

326 EAST PUCE RD

BELLE RIVER
ONTARIO
CANADA N0R 1A0

Date Began

First Director

2005/06/16

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

VICE-PRESIDENT

Y

Request ID: 018342081
Transaction ID: 59492823
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2015/11/18
Time Report Produced: 15:18:51
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2074925

LAKESHORE OASIS INC.

Administrator:
Name (Individual / Corporation)

Address

TERRY
HUHTALA

246 ELMGROVE

TECUMSEH
ONTARIO
CANADA

Date Began

First Director

2005/06/16

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

SECRETARY

Y

Administrator:
Name (Individual / Corporation)

Address

TERRY
HUHTALA

246 ELMGROVE

TECUMSEH
ONTARIO
CANADA N8N 3S3

Date Began

First Director

2005/06/16

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 018342081
Transaction ID: 59492823
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2015/11/18
Time Report Produced: 15:18:51
Page: 5

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2074925

LAKESHORE OASIS INC.

Administrator:
Name (Individual / Corporation)

Address

TERRY
HUHTALA

246 ELMGROVE

TECUMSEH
ONTARIO
CANADA N8N 3S3

Date Began

First Director

2005/06/16

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

PRESIDENT

Y

Administrator:
Name (Individual / Corporation)

Address

DOROTA
LACKORZYNSKI

12450 KEITH CRT

TECUMSEH
ONTARIO
CANADA N8N 9A8

Date Began

First Director

2005/06/16

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 018342081
Transaction ID: 59492823
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2015/11/18
Time Report Produced: 15:18:51
Page: 6

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2074925	LAKESHORE OASIS INC.

Administrator: Name (Individual / Corporation)	Address
DOROTA LACKORZYNSKI	12450 KEITH CRT TECUMSEH ONTARIO CANADA N8N 9A8

Date Began	First Director	Resident Canadian
2005/06/16	NOT APPLICABLE	
Designation	Officer Type	
OFFICER	SECRETARY	Y

Administrator: Name (Individual / Corporation)	Address
DOROTA LACKORZYNSKI	12450 KEITH CRT TECUMSEH ONTARIO CANADA N8N 9A8

Date Began	First Director	Resident Canadian
2006/06/21	NOT APPLICABLE	
Designation	Officer Type	
OFFICER	TREASURER	Y

Request ID: 018342081
Transaction ID: 59492823
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2015/11/18
Time Report Produced: 15:18:51
Page: 7

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2074925

LAKESHORE OASIS INC.

Last Document Recorded

Act/Code Description

Form

Date

CIA ANNUAL RETURN 2013

1C

2015/02/14 (ELECTRONIC FILING)

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

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

THIS IS EXHIBIT "B"
REFERRED TO IN THE AFFIDAVIT OF
MARTIN PITTANA
SWORN BEFORE ME THIS 23 DAY
OF NOVEMBER, 2015.


.....
A Commissioner, etc.



3000 Marenlette Avenue
Windsor, Ontario N8X 4G2
Phone: 519.974.3100
Fax: 519.974.9098
Website: windsorfamily.com

December 17, 2007

Lakeshore Oasis Inc.
500 Ouellette Ave., Suite 907
Windsor, Ontario
N9A 1B3

Attention: Mr. Terry Huhtala

Dear Mr. Huhtala,

We are pleased to confirm that the Windsor Family Credit Union Limited has authorized the following credit facilities for Lakeshore Oasis Inc., subject to the terms and conditions set out below:

Facility # 1)	Interim Construction Loan
<u>Purpose:</u>	To assist with the construction of a retail/commercial plaza of approximately 59,000 sq. ft. to be located on the north side of Advance Drive, Lakeshore Township, ON. (full legal address to be obtained).
<u>Amount:</u>	Up to \$5,259,000 Cdn. (based on 75% of construction costs, including land costs of "Phase 1").
<u>Loan Type:</u>	Demand Loan, Non Revolving
<u>Repayment:</u>	On demand, with interest payable monthly in arrears. Principal to be repaid in full from the advance of facility #2.
<u>DrawDown:</u>	Upon completion of the security documentation required pursuant to the Security Section of this document and compliance with the conditions precedent to funding provided for in the Special Conditions Section of this document.
<u>Interest Rate:</u>	Windsor Family Credit Union Limited Prime Lending Rate plus one and one-half (1.50%) percent per annum, floating and calculated and paid monthly in arrears on the last day of each and every month. Minimum rate of 7.00%.
<u>Term:</u>	The duration of the construction program, but not to exceed 6 months.

Facility # 2)	Commercial Mortgage
<u>Purpose:</u>	To provide long term take out financing of Facility # 1 upon completion of construction. Maximum 61% of appraised value.
<u>Amount:</u>	Cdn. \$6,162,000
<u>Loan Type:</u>	Commercial Mortgage
<u>Term:</u>	5 years
<u>Amortization:</u>	Up to 20 years
<u>Interest Rate:</u>	7.50%
<u>Repayment:</u>	In blended monthly payments of principal and interest sufficient to repay the loan within the specified amortization.
<u>DrawDown:</u>	Upon completion of construction and upon completion of the security documentation required pursuant to the Security Section of this document and compliance with the conditions precedent to funding provided for in the Special Conditions Section of this document.

Reporting Requirements:

Proof of payment of taxes by December 31 annually.

The account is subject to annual review based on annual "**Review Engagement**" financial statements 120 days following company's year end. **Reviews are subject to annual review fee.** At present, annual review fees are established at \$325.00 and are set by the Board of Directors of Windsor Family Credit Union.

Security to be Provided:

- 1) Commercial 1st mortgage in the amount of \$6,162,000 over property located on the north side of Advance Drive, Lakeshore, Ontario (full legal address to be obtained). Solicitor to prepare the appropriate charge to be used for both the construction advance and commercial take out mortgage.
- 2) General Security Agreement representing a **First** and floating charge over the assets and undertakings of the borrower.
- 3) Assignment of Fire Insurance in an amount that is satisfactory to the Windsor Family Credit Union and with **Windsor Family Credit Union as loss payee in First position.**
- 4) Solicitor prepared assignment of all leases.
- 5) Personal Guarantee in the amount of \$2,000,000 signed joint and several by Terry Huhtala, Mara Bilibajkich, Juliana Bilibajkich, Michelle Cannon and Mark Laekorzynski.

- 6) Assignment of Key Man Life Insurance in the minimum amount of \$2,000,000 to be signed by one or a combination of any of the shareholders (to be determined), with beneficiary to be the borrower, Lakeshore Oasis Inc.
- 7) Assignment of adequate builders all risk, business interruption, public liability and property insurance acknowledging WFCU as first mortgagee and loss payee.

Conditions Precedent to Draw down:

- 1) All security to be in order.
- 2) All advances made through Windsor Family Credit Union approved solicitor.
- 3) Solicitors letter of opinion confirming validity and enforceability of the Credit Unions FIRST charge over building and land located on the north side of Advance Drive, Lakeshore Township, Ontario (full legal address to be obtained) together with supporting Sheriff and Tax Certificate.
- 4) Copy of survey or Title Insurance for property located on the north side of Advance Drive, Lakeshore Township, Ontario (full legal address to be obtained).
- 5) Satisfactory "as if complete" Appraisal to be completed by an AACI and WFCU approved appraiser on the land and building to be located at the north side of Advance Drive, Lakeshore Township, ON. (full legal address to be obtained) to be a minimum of \$10,000,000.
- 6) Borrower to provide signed accepted construction contracts to support cost estimates along with a satisfactory construction program outlining draw down timing and benchmarks to be put in place prior to initial draw down. All draw downs to be made against the Engineer/Architect's certificate in a form satisfactory to the Credit Union.
- 7) Borrower to provide satisfactory evidence that it has obtained all applicable permits/certificates and is in compliance with all regulatory requirements.
- 8) Prior to each advance by the Lender, updated property searches and legal opinion to be provided confirming that there are no trade or other liens affecting the Real Property.
- 9) Borrower to provide written confirmation that any costs in excess of financing provided by the Lender will be met from its own resources and advances by the Lenders will be limited to fixed price contracts established at the outset of the construction program.
- 10) At the completion of construction/development, architect's certificate to be issued confirming substantial completion of the project, in form satisfactory to the Lender in their sole discretion. Appraiser to confirm, via letter, that valuation of land and building on a completed basis is at least the same if not greater than appraised value on an "as if complete basis"
- 11) Prior to release of any funds held back from construction advances, evidence of publication of the architect's certificate of substantial completion to be provided by the Borrower in form satisfactory to the Lender and their legal counsel.
- 12) Copy of all signed leases.

- 13) Satisfactory confirmation of personal assets with respect to personal residence value, investment properties, RSPs, etc.

Documentation Now Held:

- 1) Satisfactory Phase I environmental site assessment for property located on the north side of Advance Drive, Lakeshore Township, ON. (full legal address to be obtained).

General Conditions/Covenants

- 1) Borrower covenants to provide annual confirmation that all taxes have been paid, on the real estate charged, within 90 days of the calendar year end.
- 2) The Borrower is to maintain membership with WFCU in good standing at all times while any portion of the Credit Facilities remain outstanding or committed.
- 3) The Borrower is to maintain Debt Service Coverage, (defined as net operating income before depreciation and interest divided by total principal plus interest payments) at not less than 1.25:1.

Credit Reporting:

The Borrower and each Guarantor consents to the Lenders obtaining from any credit reporting agency or from any person such information as Windsor Family Credit Union may require at any time, and consents to the disclosure at any time of any information concerning the Borrower and any Guarantor to any credit grantor with whom the Borrower and any Guarantor has financial relations or to any direct reporting agency.

Fees

You will be responsible for the payment of the following fees:

- Legal fees for preparing /vetting and registering security documentation..
- A Commitment fee in the amount of \$25,000 is to be paid upon our presentation and your acceptance of a commitment letter.
- Administration Fee of \$150.00 per draw under the Construction Loan.

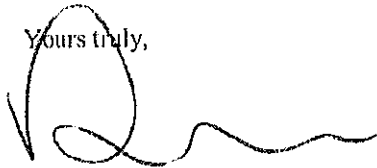
If in the opinion of the Credit Union, a material adverse change in risk occurs, including any material adverse change in the financial condition of the Borrower, any obligation to advance the above facility may be withdrawn or cancelled.

On this understanding, we request your acceptance of the foregoing by signing and returning the enclosed copy of this letter by December 21, 2007, after which time should this offer not be accepted, it will be considered null and void. We thank you for your interest in the Windsor Family Credit Union and look forward to continuing our mutually rewarding relationship.

If in the opinion of the Credit Union, a material adverse change in risk occurs, including any material adverse change in the financial condition of the Borrower, any obligation to advance the above facility may be withdrawn or cancelled.


On this understanding, we request your acceptance of the foregoing by signing and returning the enclosed copy of this letter by December 21, 2007, after which time should this offer not be accepted, it will be considered null and void. We thank you for your interest in the Windsor Family Credit Union and look forward to continuing our mutually rewarding relationship.

Yours truly,



Dan Mladenovic
Commercial Account Manager

Acknowledged and accepted by Lakeshore Oasis Inc.



Mr. Terry Huhtala

Date

Ms. Mara Bilibajkich

Date

Ms. Juliana Bilibajkich

Date

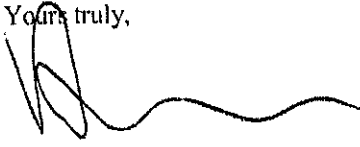
Mr. Mark Lackorzynski

Date

Ms. Michelle Cannon

Date

Yours truly,



Dan Mladenovic
Commercial Account Manager

Acknowledged and accepted by Lakeshore Oasis Inc.

Mr. Terry Huhtala

Jan 31/08
Date

Ms. Mara Bilibajkic

Jan 31/08
Date

Ms. Juliana Bilibajkic

Jan 31/08
Date

Mr. Mark Lackorzynski

Jan 31/08
Date

Ms. Michelle Cannon

Jan 31/08
Date

THIS IS EXHIBIT "C"
REFERRED TO IN THE AFFIDAVIT OF
MARTIN PITTANA
SWORN BEFORE ME THIS 23RD DAY
OF NOVEMBER, 2015.


.....
A Commissioner, etc.

GENERAL SECURITY AGREEMENT

TO: WINDSOR FAMILY CREDIT UNION LIMITED

2800 Tecumseh Road East Windsor hereinafter called the "CREDIT UNION".
(BRANCH ADDRESS)

GRANTED BY: Lakeshore Oasis Inc. hereinafter called the "DEBTOR".
3200 Deziel Drive, Suite 410
Windsor, Ontario N9A 5K8
(FULL NAME) (ADDRESS)

1. GRANT OF SECURITY INTEREST

As a general and continuing security for payment of any and all obligations, indebtedness and liabilities of the Debtor to the Credit Union incurred whether prior to, at the time of or subsequent to the execution hereof, including extensions or renewals, and all other present and future liabilities of the Debtor to the Credit Union, direct or indirect, together with any ultimate unpaid balance thereof, including, without limitation, the general liability of the Debtor under fixed or revolving credits established from time to time; letters of credit, whether or not drawn upon, issued by the Credit Union with respect to the Debtor; and the obligation and liability of the Debtor under any contract of guarantee now or hereafter in existence whereby the Debtor guarantees payment of the debts, liabilities and obligations of a third party to the Credit Union; all such obligations, indebtedness and liabilities herein called the "Obligations", the Debtor hereby grants to the Credit Union a continuing security interest in, and mortgages, charges and transfers to the Credit Union as and by way of a fixed and specific mortgage and charge, all of the Debtor's present and after-acquired property, assets, and undertaking described in paragraph 2 hereof (hereinafter collectively called the "Collateral").

2. DESCRIPTION OF COLLATERAL

- (a) **Accounts Receivable or Accounts**
All debts, accounts, dues, claims, demands, moneys and choses in action which now are or which may at any time hereafter be due or owing to or owned by the Debtor and also all securities, mortgages, bills, notes and other documents now held or owned or which may be hereafter taken, held or owned or by or on behalf of the Debtor in respect of the said debts, Accounts, claims, moneys and choses in action, or any part thereof, and also all books, documents and papers recording, evidencing or relating to the said debts, Accounts, claims moneys and choses in action, or any part thereof. All of which are hereinafter called "Accounts Receivable" or "Accounts."
- (b) **Goods**
All Goods (including all parts, accessories, attachments, additions and excisions thereto) now owned or hereafter owned or acquired by the Debtor including, without limitation, all equipment, inventory, machinery, tools, apparatus, plant, furniture, fixtures, and Serial Numbered Goods now owned or hereafter acquired by the Debtor. All of which are hereinafter called "Goods."
- (c) **Intangibles**
All Intangibles now owned or hereafter acquired by the Debtor and which are not included in sub-paragraph (b) above, including, without limitation, all contractual rights, goodwill, patents, trade marks, trade names, copyrights, permits and quotas, and other industrial property now owned or hereafter acquired by the Debtor and the undertaking of the Debtor. All of which are hereinafter called "Intangibles."
- (d) **Other Personal Property**
All Securities (including without limitation, shares, stocks, warrants, bonds and debentures), Instruments (including without limitation cheques, notes, bills of exchange, letters of credit and advices of credit), Chattel Paper (including without limitation chattel mortgages, conditional sale contracts, lease-option agreements and leases), Documents of Title (including without limitation warehouse receipts and bills of lading) and Moneys now owned or hereafter acquired by the Debtor. All of which are hereinafter respectively called "Securities", "Instruments", "Chattel Paper", "Documents of Title" and "Moneys".
- (e) **Leaseholds, Real and Immovable Property**
All real and immovable property, both freehold and leasehold, and any interests therein, now owned or hereafter acquired by the Debtor, together with all buildings, erections, improvements and fixtures situated thereupon or used in connection therewith and including the property set forth and described in Schedule "A" which forms part hereof, including any lease, verbal or written or any agreement in respect of the property, however, the last day of any term of any such lease, verbal or written, or any agreement therefor, is accepted out of the property charged by this security agreement, but upon the enforcement of the security granted hereby the Debtor shall stand possessed of any such reversion upon trust to assign and dispose thereof as the Credit Union may direct.
- (f) **Proceeds**
All property in any form derived directly or indirectly from any dealing with the aforementioned undertaking and property of the Debtor or proceeds, including property that indemnifies or compensates for property destroyed or damaged. All of which are hereinafter called "Proceeds".
- (g) **Time of Attachment**
The Debtor acknowledges that value has been given and that the parties have not agreed to postpone the time for attachment of the mortgages, charges, assignments and security interests provided for in this security agreement.

Unless otherwise limited herein, the terms "Account Debtor", "Accounts", "Accounts", "Chattel Paper", "Documents of Title", "Instruments", "Moneys", "Securities", "Proceeds" and "Accession" whenever used herein shall be interpreted pursuant to their respective meanings when used in the Personal Property Security Act (Ontario) as amended or replaced from time to time, which Act including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "PPSA" (Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral" or any part thereof, PROVIDED THAT the Collateral will not include any "Consumer Goods" of the Debtor as that term is defined in the PPSA. "Serial Numbered Goods" means motor vehicles, trailers, mobile homes, aircraft, boats, outboard motors, and other goods).

3. SECURITIES

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

4. SERIAL NUMBERED GOODS

The Debtor confirms and warrants that all Serial Numbered Goods owned by the Debtor and used as equipment are fully and accurately described in Schedule "A", and the Debtor covenants to advise the Credit Union promptly, in writing, of the acquisition by the Debtor of any further Serial Numbered Goods that are not inventory or the commencement by the Debtor to use any Serial Numbered Goods in its inventory for non-inventory purposes and to provide the Credit Union with full and complete descriptions of such Serial Numbered Goods, setting forth each make, model, year of manufacture and serial number.

5. GENERAL WARRANTIES AND COVENANTS OF THE DEBTOR

The Debtor hereby warrants and covenants with the Credit Union that it:

- (a) owns the Collateral free of all security interests or other encumbrances, except for the permitted encumbrances described in paragraph 30 hereof or hereafter approved in writing by the Credit Union prior to their creation or assumption, and that none of the Goods which are subject to the security interest hereof have been affixed to real property or to other Goods except as has been disclosed to the Credit Union in writing;
- (b) shall pay all costs and expenses (including legal fees on a solicitor and his own client basis) of the Credit Union incurred with respect to the preparation, execution and filing of or in respect of this security agreement and the taking, recovering or possessing of the Collateral and in any other proceedings taken for the purpose of enforcing the remedies provided herein, or otherwise in relation to the Collateral, including the Credit Union's costs of complying with any provision of the PPSA or by reason of non-payment of the Obligations hereby secured;
- (c) shall keep the Collateral in good order, condition and repair, and shall not use the Collateral in violation of the provisions of this security agreement, any other agreement relating to the Collateral, any insurance policy, or any applicable law, by-law, rules or regulations;
- (d) shall prevent the Collateral from being or becoming affixed to real property without the prior written consent of the Credit Union;
- (e) shall pay all taxes, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or the Collateral as and when the same shall become due and payable;
- (f) shall notify the Credit Union promptly of:
 - (i) any change in the information contained herein or in the Schedule hereto relating to Debtor, Debtor's business or the Collateral;
 - (ii) the details of any significant acquisition of the Collateral;
 - (iii) the details of any claims or litigation affecting the Debtor or Collateral;
 - (iv) any loss of or damage to the Collateral;
 - (v) any default by any Account Debtor in payment or other performance of his obligations with respect to the Collateral; and
 - (vi) the return to or repossession by Debtor of the Collateral;
- (g) shall observe and perform all its obligations under leases, licences and other agreements to which it is a party in order to preserve and protect the Collateral and shall comply with all of its other covenants and agreements with the Credit Union;
- (h) shall permit a representative of the Credit Union at any time to inspect its plant, machinery, equipment, inventory, stock-in-trade and operations and for that purpose to enter the Debtor's premises and any other location where the Collateral may be situated and shall pay the expenses of the Credit Union incurred thereby including, without limitation, the reasonable remuneration and expenses of any person engaged by the Credit Union for such purpose;
- (i) shall keep proper books of account and records covering all its business and affairs on a current basis; shall permit a representative of the Credit Union at any time to inspect the Debtor's books of account, records and documents, to make copies and summaries thereof and to make enquiries and tests for the purpose of verification thereof, and shall pay the expenses of the Credit Union incurred thereby including, without limitation, the reasonable remuneration and expenses of any person engaged by the Credit Union for such purposes; and
- (j) shall deliver to the Credit Union from time to time promptly upon request:
 - (i) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral;
 - (ii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
 - (iii) all policies and certificate of insurance relating to the Collateral; and
 - (iv) such information concerning the Collateral, the Debtor, and the Debtor's business and affairs as the Credit Union may reasonably request.

6. CONTINUING SECURITY

This security agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by the Credit Union and is intended to be a continuing security agreement and shall remain in full force and effect until the General Manager or Credit Manager of the Credit Union shall actually receive written notice of its discontinuance, and notwithstanding such notice, shall remain in full force and effect thereafter until all obligations contracted for or created before the receipt of such notice by the Credit Union, and of any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid and satisfied in full. It is contemplated that balances owing from time to time by the Debtor may be reduced or paid in full and that further advances may be made to the Debtor on the basis of this security agreement.

7. RESTRICTIONS ON SALE OR DISPOSAL OF COLLATERAL

- (a) Except as hereinafter provided, the Debtor shall not, without the written consent of the Credit Union:
 - (i) sell, exchange, transfer, assign, lease or otherwise dispose of the Collateral or any interest or part thereof;
 - (ii) release, surrender or abandon possession of the Collateral or any part thereof; or
 - (iii) move or transfer the Collateral or any part thereof from its present location.
- (b) Until the Debtor receives notice from the Credit Union to the contrary, the Debtor may:
 - (i) dispose of inventory and collect Accounts by any method of disposition or collection that is in the ordinary course of the Debtor's business and for the purpose of carrying on the same; and

INITIAL
HERE

- The Credit Union, any authorized agent of the Credit Union, and the Receiver may realize on various securities and any part thereof in any order that they may determine in their sole discretion, by foreclosure or sale, on any security or securities shall not be a realization on any other securities or securities. Each remedy of the Credit Union, any authorized agent of the Credit Union, and the Receiver may be enforced in whole or in part, and/or concurrently with or subsequent to any other remedy or remedies of the Credit Union, its agent or the Receiver.
15. **WAIVER BY THE CREDIT UNION**
Any breach by the Debtor of any of the provisions contained in this security agreement and any default by the Debtor in the observance or performance of any covenant or condition contained herein shall be deemed to be observed or performed by the Debtor hereunder, may only be waived by the Credit Union in writing; provided that no such waiver by the Credit Union shall be extended to or be taken in any manner to affect any subsequent breach or default of the rights provided hereunder.
16. **APPOINTMENT OF CONSULTANT**
The Debtor hereby agrees that at all times the Credit Union shall be entitled to appoint a consultant (the consultant) to provide such services and advice as the Credit Union may determine in its sole discretion, with power to enter the Debtor's premises, to inspect and evaluate the Collateral, to make copies of the Debtor's records, to review the Debtor's business plans and projections, to assess the viability of the Debtor's business, to monitor the Debtor's records, to prepare written reports on the Debtor's affairs and to distribute such reports to the Credit Union or to other such persons as the Credit Union may direct.
The Debtor acknowledges that the Consultant is an agent for the Credit Union and owes no duty to the Debtor. The Consultant is to have no managerial or supervisory responsibility. The Debtor authorizes the Credit Union to provide confidential information to the Consultant. All fees in connection with the engagement of a consultant are for the account of the Debtor and shall be payable on demand by the Credit Union which fees shall be secured by the terms of this security agreement.
17. **PROCEEDS HELD IN TRUST - APPLICATION OF MONIES**
All proceeds realized or received by the Debtor from the disposition of the Collateral or otherwise shall be received in trust for the Credit Union and shall upon receipt be forthwith paid to the Credit Union. Subject to applicable law, any and all payments made in respect of the Obligations from time, and monies realized from any security held therefor (including monies collected in accordance with or realized on any enforcement of this security agreement), may be applied to such parts of the Obligations as the Credit Union may from time to time see fit or, at the option of the Credit Union, such payments and monies may be held unapportioned in a separate account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Credit Union hereunder. The Credit Union may also hold as additional security any increases or profits (including dividends) in respect of Collateral.
18. **APPLICATION OF PROCEEDS OF DISPOSITION OF COLLATERAL**
The net proceeds realized from the Collateral and the net proceeds of the sale of the Collateral or any part thereof shall be applied by the Credit Union or the Receiver, subject to the claims of creditors, in the following order of priority:
(a) first, to the payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by the Receiver of all powers of the Receiver, including the reasonable remuneration of the Receiver and all amounts properly payable to the Receiver;
(b) secondly, in payment to the Credit Union of all costs owing hereunder and interest and arrears of interest remain unpaid hereunder; and
(c) thirdly, in payment to the Credit Union of the Obligations owing hereunder; and
(d) fourthly, subject to the rights of any other creditors, any surplus shall be paid to the Debtor.
- PROVIDED THAT**, in the event that the Debtor claims a charge against all or a portion of the surplus, the Receiver shall make such disposition of all or any portion of the surplus as the Receiver deems appropriate in the circumstances.
19. **CREDIT UNION NOT RESPONSIBLE**
The Credit Union shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing or obtaining possession or payment of the same or the purpose of preserving any rights of the Credit Union, the Debtor or any other party in respect of the same.
The Credit Union may grant extensions of time and other indulgences, take and give up securities, accepted compositions, grant releases and discharge, release the Collateral to third parties, and otherwise deal with the Debtor, creditors of the Debtor, sureties and others and with the Collateral and other securities as the Credit Union may see fit without prejudice to the Obligations of the Credit Union's right to hold and realize the Collateral.
The Credit Union will not be responsible for any debts contracted by it, for damages to persons or property, or for salaries or non-fulfillment of contracts, during any period when the Credit Union manages the Collateral, as herein provided; nor will the Credit Union be responsible for any misconduct, negligence or willful default on the part of any Receiver or its agents or employees; nor will the Credit Union or any Receiver be liable to account as a mortgagee in possession or for any loss on realization or for any default or omission for which a mortgagee in possession may be liable; nor will the Credit Union be obligated to keep the Collateral identifiable; nor will the Credit Union be obligated to take necessary steps to preserve rights against other Persons with respect to Securities, instruments or other papers included in the Collateral; nor will the Credit Union be obligated to inquire into the title of any Person purporting to be entitled under the PPSA to disposition and materials from the Credit Union by making a demand upon the Credit Union for such information and materials and the Credit Union will be entitled to comply with any such demand, and will not be liable for having so complied, notwithstanding that such person may in fact not be entitled to make such demand.
20. **CREDIT UNION APPOINTED ATTORNEY**
The Debtor hereby irrevocably appoints the Credit Union to be the attorney for and in the name of the Debtor to execute and do any deeds, documents, transfers, demands, assignments, assurances, consents and things which the Debtor is obliged to sign, execute or do hereunder and generally to use the name of the Debtor in the exercise of all or any of the powers hereby conferred on the Credit Union and any Receiver appointed.
21. **RESTRICTION ON DEBTOR**
Upon the Debtor receiving notice from the Credit Union taking possession of the Collateral or the appointment of a Receiver, all the powers, functions, rights and privileges of the Debtor and each officer, director, servant, and agent of the Debtor with respect to the Collateral, shall be suspended unless specifically continued by the written consent of the Credit Union.
22. **NO OBLIGATION TO ADVANCE**
Neither execution nor delivery of this security agreement shall obligate the Credit Union to advance any moneys to the Debtor. None of the preparation, execution, perfection or registration of this security agreement nor the making of any advance will bind the Credit Union to grant, extend time for payment of, or accept anything, which constitutes or would constitute an Obligation.
23. **COSTS: DEFICIENCY**
The Debtor shall pay the Credit Union on demand any and all costs and expenses, including without limitation legal costs on a solicitor and his own client basis, incurred or paid by the Credit Union in protection or enforcing its rights upon or under Collateral. After the payment of the expenses of relating and disposing of the Collateral, the Debtor shall remain liable to the Credit Union for any deficiency remaining to be paid on moneys owing under this security agreement after the application of the proceeds of disposition of the Collateral.
24. **GOVERNING LAW; SEVERABILITY**
This security agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, as the same may from time to time be in effect, including, where applicable, the Personal Property Security Act, as amended or replaced from time to time. Any provision hereof prohibited by such law shall be ineffective to the extent of such prohibition without invalidation the remaining provisions hereof.
25. **NOTICE**
Any demand or notice to the Debtor in connection with this security agreement shall be deemed to have been given if:
(a) mailed by prepaid post addressed to the Debtor at its last known address, in which case it shall be conclusively deemed to have been received by the Debtor on the third (3rd) business day following the date of such mailing; or
(b) personally served upon, or dispatched by facsimile transmission to, the Debtor, or any director, officer, servant, employee or partner of the Debtor, in which case it shall be deemed to have been made and given to the Debtor at the time of such service or dispatch.
26. **WAIVER BY DEBTOR**
Where any provision or remedy contained or referred to in this security agreement is prohibited, modified or altered by the laws of any Province or territory of Canada which govern that aspect of the security agreement and the provision or remedies may be waived or excluded by the Debtor in whole or in part, the Debtor hereby waives and/or excludes such provision to the extent permissible by law. Without limiting the generality of the foregoing, the Debtor agrees to waive those provisions of the PPSA which are contrary to any provision of this security agreement and which may be waived under the PPSA.
27. **NON-APPLICABLE LAW**
To the fullest extent permitted by law, the Debtor waives all of the rights, benefits and protections given by the provisions of any existing or future statute which imposes limitations upon the powers, rights or remedies of a secured party or upon the methods of realization of security, including any seize or sue or anti-deficiency statute or any similar provisions of any other statute.
28. **FURTHER ASSURANCES**
The Debtor from time to time forthwith on the Credit Union's request do, make and execute all such Financing Statements, Financing Change Statements, further assignments, documents, acts, matters and things as may be required by the Credit Union or with respect to the Collateral or any part thereof or as may be required to give effect to these presents.
29. **BINDING EFFECT**
This security agreement and all of its provisions shall inure to the benefit of the Credit Union, its successors and assigns, and shall be binding upon the Debtor, its heirs, executors, administrators, successors and assigns.
30. **DESCRIPTION OF PERMITTED ENCUMBRANCES**
For the purpose of this security agreement, "Permitted Encumbrances" means any of the following:
(a) liens for taxes, assessments or governmental charges or levies which are not overdue;
(b) rights reserved or vested in any municipality or government or other authority by the terms of any lease, licence, franchise, grant or permit, or by any statutory provision, to terminate the same or to require annual or periodic payments as a condition to the continuance thereof;
(c) any lien or encumbrance, the validity of which is contested by the Debtor in good faith, in respect of which their shall have been deposited with the Credit Union cash in an amount sufficient to satisfy the same, or the Credit Union shall otherwise be satisfied that its interests are not prejudiced thereby; or
(d) any security given by the Debtor to the Credit Union.
31. **HAZARDOUS MATERIALS**
The Debtor's operations and places of business are and will be kept in compliance with all Hazardous Materials Laws (as defined below). No Hazardous Materials (as defined below) have at any time been transported from the Debtor's places of business, or used, generated, manufactured or disposed of on, under or about the Debtor's places of business, and the Debtor will not permit any such activity except in compliance with all Hazardous Materials Laws. For the purposes of this paragraph "Hazardous Materials" means any oil, flammable substances, explosives, radioactive material, hazardous wastes or substances, asbestos which is or could be friable, urea formaldehyde foam insulation, toxic wastes or substances, or other wastes, materials or pollutants which pose a hazard to the Debtor's operations or places of business or which cause the same to be in violation of any Hazardous Materials Laws; and "Hazardous Materials Laws" means any federal, provincial or local laws, bylaws, rules, ordinances, regulations, notices, approvals, orders, standards, guidelines or policies relating to the environment, health, safety, or any "Hazardous Material".
32. **CURRENCY**
All sums of money payable under this security agreement shall be paid in the "Agreed Currency". If, for the purpose of obtaining or enforcing judgement in any Court in any jurisdiction, it becomes necessary to convert into the currency of the country giving such judgement (the "Judgement Currency") and amount due hereunder in the "Agreed Currency", then the date on which the rate of exchange for conversion is selected by that Court between the Conversion Date and the actual receipt by the Credit Union of the amount due hereunder or under such judgement, the Debtor will, notwithstanding such judgement, pay all such additional amounts as may be necessary to ensure that the amount received by the Credit Union in the Judgement Currency, when converted at the rate of exchange prevailing on the date of receipt, will produce the amount due in the Agreed Currency. The Debtor's liability hereunder constitutes a separate and independent liability which shall not merge with any judgement or any partial payment or enforcement of payment of sums due herein. The term "rate of exchange", as used herein, includes any premiums or costs payable in connection with the currency conversion then being effected.
33. **INCLUDED WORDS**
Where the context requires, the singular will read as if the plural were expressed and vice versa, and the provisions hereof will be read with all necessary grammatical changes dependent upon the person referred to being a male, female or artificial body.

INITIAL
HERE

34. **JOINT AND SEVERAL**
If more than one person executes this agreement as the Debtor, all representations and agreements of the Debtor are joint and several, the Obligations will include those of all such persons or one or any one or more of them, and the Collateral will include Collateral of all such persons or any one or more of them.
35. **DISCHARGE**
The Debtor will be entitled to a discharge of this agreement upon written request by the Debtor and full payment, performance and satisfaction of the Obligation, or the securing of the Obligations to the satisfaction of the Credit Union. No discharge will be effective unless in writing and executed by the Credit Union.
36. **ENTIRE AGREEMENT IN WRITING**
This security agreement and all schedules hereto represent the entire agreement between the parties with respect to the granting of the security interest herein contained and all prior negotiations relating to it are suspended. There are no collateral understandings between the parties relating to this security agreement and the rights of the parties hereunder. This agreement may only be amended by a document signed by the party against whom enforcement of the amendment is sought.
37. **HEADINGS**
All headings have been inserted for convenience of reference only and are not to affect the interpretation of the agreement.
38. **RECEIPT OF COPY OF SECURITY AGREEMENT**
The Debtor hereby acknowledges having received a copy of this security agreement and waives all rights to receive from the Credit Union a copy of any Financing Statement, Financing Change Statement, or Verification Statement, filed or issued at any time in respect of this security agreement.
39. **LANGUAGE**
The Debtor and the Credit Union have expressly required that this security agreement and all documents and notices relating hereto be drafted in English. Les parties aux présents ont expressément exigé que la présente convention de sûreté et tous les documents et avis qui y sont attachés soient rédigés en anglais.
40. **NAME, ETC. OF DEBTOR**
The full, true and correct legal name and address of the Debtor and, where applicable, birthdate and sex of the debtor is hereby declared by the Debtor to be as follows:

INDIVIDUAL DEBTOR							
Surname (Last Name)	First Name	Second Name	Birth Date	Y	M	D	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Address	City	Province	Postal Code				
Surname (Last Name)	First Name	Second Name	Birth Date	Y	M	D	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Address	City	Province	Postal Code				

BUSINESS DEBTOR			
Name	Lakeshore Oasis Inc.		
Address	3200 Deziel Drive, Suite 410, Windsor, Ontario	Province	Postal Code N1A 1W5 K1R
Name			
Address	City	Province	Postal Code

IN WITNESS WHEREOF the undersigned Debtor has executed this security agreement this 22nd day of January 2008

(Signature of Debtor(s) if individual)

Lakeshore Oasis Inc.
(Name of Debtor, if Corporation or Partnership)
By: Terry Huhtala
This President
(If Corporation have signed by authorized officer(s)
if Owner or Partner, state which)

SCHEDULE "A"

- 1) LOCATIONS OF COLLATERAL AND RECORDS RELATING TO COLLATERAL
Vacant Parcel Under Development, North side of Advance Dr.,
Lakeshore, Ontario (No municipal address assigned yet)
- 2) DESCRIPTION OF SERIAL NUMBERED GOODS

QUANTITY	DESCRIPTION	SERIAL NUMBER
----------	-------------	---------------

CORPORATE AUTHORIZING RESOLUTION

"WHEREAS it is in the interests of the Corporation to enter into a General Security Agreement with The Windsor Family Credit Union Limited (the "Credit Union") as security for the Corporation's present and future obligations to the Credit Union and therein to mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

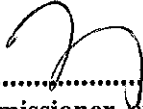
- The Corporation mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all of its present and future undertaking, property and assets as security for its present and future obligations to the Credit Union, all as provided in the General Security Agreement and presented to the Board of Directors of the Corporation.
- Any officer or director be and is hereby authorized for and on behalf of the Corporation to execute and deliver to the Credit Union a General Security Agreement substantially in the form of the General Security Agreement presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same, and execution accordingly shall be conclusive evidence of such approval and the General Security Agreement so executed is the General Security Agreement authorized by this resolution.
- Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement.

The undersigned Secretary of Lakeshore Oasis Inc. DOES HEREBY CERTIFY THAT:

- The foregoing is a true copy of a resolution duly and properly passed or consented to by the Board of Directors of the Corporation on the 22nd day of January 2008; and
- the attached General Security Agreement is the General Security Agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Corporation.

Dorota Lackorzynski
Secretary
Dorota Lackorzynski

THIS IS EXHIBIT "D"
REFERRED TO IN THE AFFIDAVIT OF
MARTIN PITTANA
SWORN BEFORE ME THIS 23RD DAY
OF NOVEMBER, 2015.



.....
A Commissioner, etc.



Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	LAKESHORE OASIS INC.								
File Currency	16NOV 2015								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	643250844	1	2	1	4	10MAR 2018			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
643250844		001	1		20080310 1320 1793 1235	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	LAKESHORE OASIS INC.					2074925			
	Address			City	Province	Postal Code			
	3200 DEZIEL DRIVE, SUITE 410			WINDSOR	ON	N8W5K8			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	WINDSOR FAMILY CREDIT UNION								
	Address			City	Province	Postal Code			
	2800 TECUMSEH ROAD EAST			WINDSOR	ON	N8W1G4			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	GENERAL SECURITY AGREEMENT								
Registering Agent	Registering Agent								
	DYE & DURHAM, A DIVISION OF THE CARTWRIGHT GROUP LTD.								
	Address			City	Province	Postal Code			
	439 UNIVERSITY AVENUE, SUITE 1600			TORONTO	ON	M5G1Y8			

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	LAKESHORE OASIS INC.						
File Currency	16NOV 2015						
	File Number	Family	of Families	Page	of Pages		
	643250844	1	2	2	4		
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT							

Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under				
	01	001		20130114 1403 1462 7728					
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	643250844			B RENEWAL	5				
Reference Debtor/ Transferor	First Given Name	Initial	Surname						
	Business Debtor Name	LAKESHORE OASIS INC.							
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname					
	Business Debtor Name					Ontario Corporation Number			
	Address	City	Province	Postal Code					
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address	City	Province	Postal Code					
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make	Model	V.I.N.					
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant	WINDSOR FAMILY CREDIT UNION LTD. #1							
	Address	City	Province	Postal Code					
	3000 MARENETTE AVENUE	WINDSOR	ON	NBx4G2					

END OF FAMILY

Type of Search	Business Debtor									
Search Conducted On	LAKESHORE OASIS INC.									
File Currency	16NOV 2015									
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status			
	643250952	2	2	3	4	10MAR 2018				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period			
643250952		001	1		20080310 1324 1793 1236	P PPSA	5			
Individual Debtor	Date of Birth	First Given Name	Initial	Surname						
Business Debtor	Business Debtor Name					Ontario Corporation Number				
	LAKESHORE OASIS INC.					2074925				
	Address	City	Province	Postal Code						
	3200 DEZIEL DRIVE, SUITE 410	WINDSOR	ON	NBw5K8						

Individual Debtor	Date of Birth	First Given Name	Initial	Surname					
Business Debtor	Business Debtor Name			Ontario Corporation Number					
	Address	City	Province	Postal Code					
Secured Party	Secured Party / Lien Claimant								
	WINDSOR FAMILY CREDIT UNION								
	Address	City	Province	Postal Code					
	2800 TECUMSEH ROAD EAST	WINDSOR	ON	N8W1G4					
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make	Model	V.I.N.					
General Collateral Description	General Collateral Description								
	ASSIGNMENT OF RENTS - VACANT PARCEL UNDER DEVELOPMENT, NORTH SIDE OF ADVANCE BOULEVARD, LAKESHORE, ONTARIO, PART LOT 4, CONCESSION EAST PIKE CREEK, PARTS 10 - 14, 12R-11643								
Registering Agent	Registering Agent								
	DYE & DURHAM, A DIVISION OF THE CARTWRIGHT GROUP LTD.								
	Address	City	Province	Postal Code					
	439 UNIVERSITY AVENUE, SUITE 1600	TORONTO	ON	M5G1Y8					

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	LAKESHORE OASIS INC.								
File Currency	16NOV 2015								
	File Number	Family	of Families	Page	of Pages				
	643250952	2	2	4	4				
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under			
		01	001		20130114 1403 1462 7727				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	643250952			B RENEWAL	5				
Reference Debtor/ Transferor	First Given Name	Initial	Surname						
	Business Debtor Name								
	LAKESHORE OASIS INC.								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname					
	Business Debtor Name			Ontario Corporation Number					
	Address	City	Province	Postal Code					
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address	City	Province	Postal Code					

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle Description	Year	Make	Model			V.I.N.				
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent or Secured Party/ Lien Claimant									
	WINDSOR FAMILY CREDIT UNION LTD. #1						City	Province	Postal Code	
	Address					WINDSOR	ON	N8X4G2		
	3000 MARENTETTE AVENUE									

LAST PAGE

Note: All pages have been returned.

[BACK TO TOP](#)



All Pages

Show All Pages

This service is tested daily with McAfee SECURE™ to ensure the security of the transaction and information.
 At ServiceOntario, we respect your right to privacy and value the trust you place in us. [Read more about ServiceOntario's Privacy Statement.](#)
[ServiceOntario Contact Centre](#)

Web Page ID: **WEnqResult**
 System Date: **17NOV2015**
 Last Modified: November 14, 2015

[Privacy](#)

[Accessibility](#)

[Contact us](#)

[FAQ](#)

[Terms of Use](#)

© Queen's Printer for Ontario 2015

THIS IS EXHIBIT "E"
REFERRED TO IN THE AFFIDAVIT OF
MARTIN PITTANA
SWORN BEFORE ME THIS 23rd DAY
OF NOVEMBER, 2015.


.....
A Commissioner, etc.

Properties

PIN 75007 - 0329 LT Interest/Estate Fee Simple
 Description PART LOT 4 CON EAST PIKE CREEK MAIDSTONE DESIGNATED AS PARTS 5,6,7 & 8
 PL 12R21742 SAVE & EXCEPT PART 18 ON CE303662; LAKESHORE S/T EASE AS IN
 R353169, S/T EASE OVER PART 6 PL 12R21742 AS IN CE155227
 Address ADVANCE BOULEVARD
 LAKESHORE

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 LAKESHORE OASIS INC.
 Address for Service 3200 Deziel Drive, Suite 410
 Windsor, ON N8W 5K8

I, TERRY HUHTALA, President, and DOROTA LACKORZYNSKI, Secretary, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Chargee(s)

Capacity

Share

Name WINDSOR FAMILY CREDIT UNION
 Address for Service 2800 Tecumseh Road East
 Windsor, ON N8W 1G4

Provisions

Principal \$6,162,000.00 Currency CDN
 Calculation Period See Schedule
 Balance Due Date See Schedule
 Interest Rate See Schedule
 Payments
 Interest Adjustment Date
 Payment Date See Schedule
 First Payment Date
 Last Payment Date
 Standard Charge Terms 200033
 Insurance Amount full insurable value
 Guarantor

Additional Provisions

See Schedules

Signed By

James Mark Skipper 2510 Ouellette Ave., Suite 202 acting for Chargor Signed 2008 03 17
 Windsor (s)
 N8X 1L4

Tel 5192500894
 Fax 5199661869

Submitted By

PAROIAN SKIPPER HEWITT 2510 Ouellette Ave., Suite 202 2008 03 17
 Windsor
 N8X 1L4

Tel 5192500894
 Fax 5199661869

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Chargor Client File Number :	1435
Chargee Client File Number :	1435

SCHEDULE "A"

TERMS AND CONDITIONS

This Charge of land is security for payment and satisfaction to the Chargee of all obligations, debts, and liabilities hereinafter set out, but it is agreed that this Charge at any time will secure only the aggregate principal component of such liabilities not to exceed the sum of \$6,161,000.00, together with such costs as are stipulated in the standard charge terms to which this Charge relates, and any interest and compound interest accrued on the said principal component at the rates of interest hereinafter set forth.

TWO LOAN FACILITIES

The obligations, debts, and liabilities for which this Charge of land is security are comprised of two facilities; namely:

Facility No. 1: An interim construction loan, to assist in the cost of construction of a retail and commercial plaza; and

Facility No. 2: A fixed term mortgage to provide permanent financing for the retail and commercial plaza.

FACILITY NO. 1

The terms and conditions of Facility No. 1 are as follows:

Interest Rate: The interest rate is the greater of the following two interest rates; namely the Prime Rate (as hereinafter defined) plus 1.5% per annum, and 7% per annum.

Calculation Period: Monthly.

Balance Due Date: On Demand.

Payments: Until the date of demand, monthly payment on account of interest only shall be made.

Payment Date: Until the date of demand, interest shall be paid monthly, on the last day of each and every month (or on such other day of the month as the Chargee shall determine), commencing in the month in which the initial advance is made

FACILITY NO. 2

The terms and conditions of Facility No. 2 are as follows:

Calculation Period: Semi-annually not in advance

Term: Five years

Interest Rate: 7.50%

Payments: \$49,209.86

Payment Date: 1st day of the month

First Payment Date: 1st day of the month, commencing in the month immediately following the month in which the Chargee is satisfied that construction of the retail and commercial plaza is substantially complete and it is ready for occupancy.

Interest Adjustment Date: The date on which the Chargee is satisfied that construction of the retail and commercial plaza is substantially complete and it is ready for occupancy.

OTHER

For the purposes hereof, whenever any reference in this Schedule is made to the Charge Rate, it shall mean either the variable interest rate referable to Facility No. 1, or fixed interest rate referable to Facility No. 2, as the context may require.

The variable rate provided for in Facility No. 1 is based upon the Prime Rate, as hereinafter defined, as the same will vary from time to time, plus 1.5% per annum, calculated monthly, not in advance, as well after as before maturity, and both before and after default and judgment. The variable rate is subject to a 7% minimum rate. The variable rate will vary automatically, without notice to the Chargor, each time there is a change in the Prime Rate. Prime Rate means the annual rate of interest announced from time to time by the Chargee as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada. In the event it becomes at any time necessary for the Chargee to prove the Prime Rate applicable at any time or times, it is agreed that the certificate in writing of the Chargee setting forth the Prime Rate as at any time or times shall be deemed to be conclusive evidence as to the Prime Rate as set forth in the said certificate. As of the 21st day of January, the Prime Rate was 6%.

With respect to Facility No. 1, the principal component shall be payable on demand, and until demand interest at the Charge Rate indicated above shall be due and payable monthly on the last day of each month, or such other day of the month as the Chargee may require, and interest shall be computed from the respective date of advances.

With respect to Facility No. 2, the principal amount together with interest at the Charge Rate indicated above, calculated semi-annually, not in advance, as well after as before maturity, and both before and after default and judgment, computed from the interest adjustment date, shall become due and be paid by 60 consecutive equal monthly installments. Such installments shall be in the amount indicated above, and shall be paid in each and every month in each and every year on the payment date specified above, from and including the date indicated above entitled "First Payment Date", and continuing for 60 months thereafter (the "Balance Due Date"), and the balance, if any, of the said principal sum and interest thereon shall become due and payable on the Balance Due Date.

COMPOUND INTEREST

It is agreed that if default shall be made in payment of any sum to become due for interest at any time appointed for payment thereof, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity shall bear interest at the Charge Rate, and if the interest and compound interest are not paid on the next payment date after the date of default a rest shall be made and compound interest at the Charge Rate 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 Charged Premises.

OTHER SECURITY

The Charge is in addition to and not in substitution for any other security held by the Chargee including any promissory note or notes for all or any part of the monies secured under the Charge, and it is understood and agreed that the Chargee may pursue its remedies thereunder or under the Charge either concurrently or successively at its option. Any judgment or recovery under the Charge or under any other security held by the Chargee for the monies secured by the Charge shall not affect the right of the Chargee to realize upon this or any other such security.

Without limiting the generality of the foregoing, the Charge is in addition to, and not in substitution for, any other charges now or hereafter held by the Chargee over the charged premises and any Personal Property Security Act security, as security for monies due to the Chargee. It is understood and agreed that the aggregate of principal amounts secured by the Charge and any such other security shall be the aggregate of the principal amount of the Charge and the principal amounts secured under any other security.

NO OBLIGATION TO ADVANCE

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.

DEFAULT OF PAYMENT AND MEMBERSHIP IN CREDIT UNION

If the Charge is in default of payment, the Chargee may exercise any of the remedies available hereunder to enforce payment including the powers of entering upon and leasing or selling the same lands.

PREPAYMENT

Prepayment of the loan in whole or in part is not permitted prior to maturity date.

CONSTRUCTION LIENS

In the event by order or judgment (whether such order of judgment be on consent or otherwise) any holdback deficiency, or any part thereof, under the Construction Lien Act, and any amendments thereto, is ordered, adjudged, or declared, to have priority over the within Charge, the Chargee herein may, but without any obligation whatsoever so to do, pay such amount of the holdback deficiency which has priority over the within mortgage, and all costs, legal fees and expenses whatsoever (on a solicitor and client basis), pertaining to such payment, and the amount so paid by the Chargee, including all costs, legal fees and expenses pertaining to such payment of the holdback deficiency shall be a charge against the within described lands, and the amount so paid including the said cost, legal fees and expenses, shall be added to the principal amount of the Charge herein and interest shall be charged on such amount so paid at the within Charge rate, as amended from time to time, from the date of such payment:

provided further, that upon payment of the amount mentioned in this paragraph, all monies owing under the within Charge shall immediately become fully due and payable, and the Chargee shall have the privilege of immediately exercising all of its remedies as contained in the within mortgage and The Mortgages Act.

MORTGAGES ACT

If any form of words contained herein are also contained in Column One of Schedule B of the Short Forms of Mortgages Act R.S.O. 1980 Ch. 474 and distinguished by a number therein, this charge shall be deemed to include and shall have the same effect as if it contained the form of words in Column Two of Schedule B of the said Act distinguished by the same number, and this charge shall be interpreted as if the short Forms of Mortgages Act were still in full force and effect. If any such form of words, or any other terms of this Charge, are inconsistent with any of the covenants provided for in Section 7 of the Land Registration Reform Act, 1984, any such covenant so provided for in the Land Registration Reform Act, 1984, to the extent that it is so inconsistent, is expressly excluded from the terms of this charge.

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".

- | | |
|---|--|
| <i>Exclusion of Statutory Covenants</i> | 1. The implied covenants deemed to be included in a charge under subsection 7(1) of the <i>Land Registration Reform Act</i> as amended or re-enacted are excluded from the Charge. |
| <i>Right to Charge the Land</i> | 2. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge. |
| <i>No Act to Encumber</i> | 3. The Chargor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose. |
| <i>Good Title in Fee Simple</i> | 4. The Chargor, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, 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. |
| <i>Promise to Pay and Perform</i> | 5. The Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the 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. |
| <i>Interest After Default</i> | 6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land. |
| <i>No Obligation to Advance</i> | 7. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable. |
| <i>Costs Added to Principal</i> | 8. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable. |
| <i>Power of Sale</i> | 9. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the <i>Mortgages Act</i> . 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 and 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 "F"
REFERRED TO IN THE AFFIDAVIT OF
MARTIN PITTANA
SWORN BEFORE ME THIS 23RD DAY
OF NOVEMBER, 2015.


.....
A Commissioner, etc.

Properties

PIN 75007 - 0329 LT
Description PART LOT 4 CON EAST PIKE CREEK MAIDSTONE DESIGNATED AS PARTS 5,6,7 & 8
PL 12R21742 SAVE & EXCEPT PART 18 ON CE303662; LAKESHORE S/T EASE AS IN
R353169, S/T EASE OVER PART 6 PL 12R21742 AS IN CE155227
Address ADVANCE BOULEVARD
LAKESHORE

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 LAKESHORE OASIS INC.
Address for Service 3200 Deziel Drive, Suite 410
Windsor, ON N8W 5K8

I, TERRY HUHTALA, President, and DOROTA LACKORZYNKSI, Secretary, 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 WINDSOR FAMILY CREDIT UNION
Address for Service 2800 Tecumseh Road East
Windsor, ON N8W 1G4

Statements

The applicant applies for the entry of a notice of general assignment of rents.
Schedule: See Schedules

Signed By

James Mark Skipper	2510 Ouellette Ave., Suite 202 Windsor N8X 1L4	acting for Applicant(s)	Signed	2008 03 17
Tel 5192500894 Fax 5199661869				
James Mark Skipper	2510 Ouellette Ave., Suite 202 Windsor N8X 1L4	acting for Party To (s)	Signed	2008 03 17
Tel 5192500894 Fax 5199661869				

Submitted By

PAROIAN SKIPPER HEWITT	2510 Ouellette Ave., Suite 202 Windsor N8X 1L4	2008 03 17
Tel 5192500894 Fax 5199661869		

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Applicant Client File Number :	1435
Party To Client File Number :	1435

ASSIGNMENT OF RENTS

THIS INDENTURE made this 22nd day of January, 2008.

BETWEEN:

LAKESHORE OASIS INC.

hereinafter called the "Assignor"

OF THE FIRST PART,

and

WINDSOR FAMILY CREDIT UNION

hereinafter called the "Assignee"

OF THE SECOND PART.

WHEREAS, by a Mortgage dated the 22nd day of January, 2008 and registered in the Land Registry Office for the Land (Registry/Titles) Division of Essex (No. 12) as instrument No. CE319516 the Assignor herein did grant and mortgage unto the Assignee herein the lands and premises more particularly described in Schedule "A" hereto annexed which Mortgage secures payment of the sum of six million one hundred and sixty-two thousand (\$6,162,000.00) ---DOLLARS and interest as therein mentioned and which Mortgage is hereinafter referred to as "the Mortgage". Whenever in this indenture reference is made to the Mortgage, it shall be deemed to include any renewals or extensions thereof and any Mortgage taken in substitution therefor either in whole or in part;

AND WHEREAS it is a condition of the lending of the monies secured or to be secured by the Mortgage, that the Assignor should assign to the Assignee, its successors and assigns, the rents reserved and payable and/or intended to be reserved and payable under, and all advantages and benefits to be derived from, leases of premises erected on the lands and premises more particularly described in Schedule "A" hereto (the "Leases") now or hereafter entered into by the Assignor as landlord with tenants thereof (Lessees), as additional security for the payment of the money secured by the Mortgage, and for the performance of the covenants contained therein;

AND WHEREAS it is agreed that notwithstanding anything in this Indenture contained, the Assignee is not to be bound to advance the said mortgage monies or any unadvanced portion thereof;

NOW THEREFORE THIS INDENTURE WITNESSETH that the Assignor in consideration of the premises, the making of the said Mortgage, and the sum of One (\$1.00) Dollar now paid by the Assignee to the Assignor (the receipt whereof is hereby acknowledged), doth covenant and agree with the Assignee as follows:

1. The Assignor hereby irrevocably transfers, assigns, and sets over to the Assignee all rents reserved and payable under the Leases, and all benefits and advantages to be derived therefrom, to hold and receive the same unto the said Assignee, its successors and assigns.
2. The Assignor covenants and agrees with the Assignee that the Assignor will not, without the consent in writing of the Assignee, permit any prepayment of rents payable under any of the Leases

that will result in more than two months' of such rents being prepaid under such Leases, or variation, cancellation or surrender of any of the Leases, or of the terms, covenants, provisos or conditions thereof.

3. The Assignor covenants with the Assignee to perform and observe all the covenants, conditions and obligations binding upon it under the Leases.
4. The Assignor covenants and agrees irrevocably with the Assignee that the Assignee shall have the right to sue for payment and/or for enforcing anything in this Indenture herein contained in any or all of the following ways:
 - (a) in its own name;
 - (b) in the name of the Assignor, and
 - (c) in the names of both the Assignor and the Assignee jointly.
5. The Assignor agrees to specifically assign any of the said Leases to the Assignee upon request should the Assignee deem such assignment advisable for the protection of its security, such assignment to be on a form to be prepared by the Assignee's solicitors in such case.
6. PROVIDED, however, that until notified to the contrary in writing the Lessees shall pay the rent reserved under the Leases (but only to the extent that the same may be due and payable under the Leases) to the said Assignor and any notice to the contrary required by this proviso may be effectively given by sending the same by registered mail to any Lessee at its premises on the lands and premises described in Schedule "A" hereto or by delivering the same personally to any Lessee, or an officer of such Lessee.
7. The Assignor does hereby declare that any direction or request from the Assignee to pay the rents reserved to the Assignee shall be sufficient warrant and authority to the said Lessee to make such payments, and the payments of the said rentals to the Assignee shall be and operate as a discharge of the said rents to the said Lessee.
8. The Assignor covenants and agrees with the Assignee not to renew nor extend any of the Leases at rentals reserved and payable of lesser amounts than are now reserved and payable under such Leases unless compelled to do so as the result of an Arbitration Award, or with the consent of the Assignee.
9. The Assignee covenants and agrees with the Assignor to release this Assignment of Rents upon payment in full of the Mortgage in accordance with the terms thereof and that the Assignee will, at the request and cost of the Assignor, reassign any unmatured rents to the Assignor. In the absence of such a request the delivery to the Assignor of a discharge or cessation of the Mortgage shall operate as a release and reassignment of such rents.
10. The Assignor hereby covenants and agrees to and with the Assignee that this Assignment and everything herein contained shall be irrevocable without the consent of the Assignee.
11. PROVIDED that nothing in this Indenture contained shall be deemed to have the effect of making the Assignee responsible for the collection of the said rents or any part thereof or for the

performance of any covenants, terms or conditions either by the Assignor or by the Lessees contained in any of the said Leases, and that the Assignee shall not by virtue of these presents be deemed a mortgagee in possession of the lands and premises described in Schedule "A" hereto and the Assignee shall not be liable to account for any monies other than those actually received by it by virtue of these presents.

12. IT IS AGREED that waiver of or failure to enforce at any time or from time to time any of the rights of the Assignee under or by virtue of this Indenture shall not prejudice the Assignee's rights in the event of the breach, default or other occasion for the exercise of such rights again occurring.

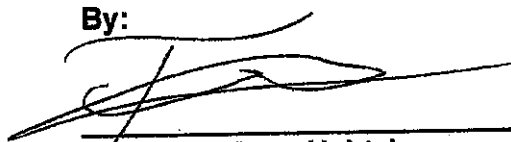
13. IT IS HEREBY DECLARED AND AGREED that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and each of their respective successors and assigns.

IN WITNESS WHEREOF the Assignor has hereunto executed this Agreement.

SIGNED, SEALED AND DELIVERED

LAKESHORE OASIS INC.

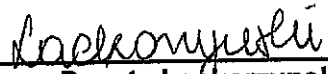
By:



Name: Terry Huhtala
Title: President

Witness

Witness


Name: Dorota Lackorzynski
Title: Secretary

SCHEDULE "A"

Description of Property

Part lot 4, concession East Pike Creek, Maidstone, designated as parts 5, 6, 7 & 8, plan 12R21742, save and except part 18 on CE303662; Lakeshore s/t ease as in R353169, s/t ease over part 6, plan 12R21742 as in CE155227

PIN 75007 - 0329 LT

THIS IS EXHIBIT "G"
REFERRED TO IN THE AFFIDAVIT OF
MARTIN PITTANA
SWORN BEFORE ME THIS 23 DAY
OF NOVEMBER, 2015.


.....
A Commissioner, etc.

LETTER OF GUARANTEE

TO: Windsor Family Credit Union Limited

1. In consideration of the Windsor Family Credit Union Limited (hereinafter referred to as the "Credit Union"), dealing with _____
Lakeshore Oasis Inc., hereinafter referred to as the "Member", the undersigned and each of them, if more than one, hereby jointly and severally guarantee payment to the Credit Union of all present and future debts and liabilities (direct or indirect, absolute or contingent, matured or otherwise), now or at any time and from time to time hereafter due or owing to the Credit Union whether incurred by the Member alone or jointly with any corporation, person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Credit Union in view of recovering or attempting to recover said debts and liabilities. Provided, however, that the liability of the undersigned and each of the undersigned herein, is limited to Two Million Dollars (\$ 2,000,000.00) with interest thereon from the date of demand of payment, at the rate agreed upon, between the Credit Union and the Member.
2. In this guarantee, the word "Guarantor" shall mean the undersigned and if there is more than one, it shall mean each of them.
3. This guarantee shall not be affected by the death or loss or diminution of capacity of the Member or of the Guarantor or by any change in the name of the Member in the membership of the firm of the Member through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise or by the acquisition of the business of the Member by a corporation, firm or person, or by any change whatsoever in the objects, capital structure or constitution of the Member, or by the Member or the business of the Member being amalgamated with a firm or corporation, but shall, notwithstanding the happening of any such event, continue to exist and apply to the full extent as if such event has not happened. The Guarantor agrees to monitor changes in the financial position of the Member and hereby releases the Credit Union from any liability resulting therefrom.
4. All monies, advances, renewals and credits in fact borrowed or obtained from the Credit Union shall be deemed to form part of the debts and liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Member or of the directors, partners or agents thereof, or that the Member may not be a legal or usable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals or credits, the whole whether known to the Credit Union or not; any sum which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as sole and principal debtor in respect thereof and shall be paid to the Credit Union on demand with interest and accessories as herein provided.
5. This guarantee shall continue and be enforceable notwithstanding any amalgamation of the Credit Union with any other bank(s), financial institution(s), or other corporation(s), and any further amalgamation, in which events this guarantee shall also extend to all debts and liabilities then or thereafter owed by the Member to the amalgamated Credit Union. Furthermore, all security, real or personal, moveable or immovable, which have been or will be by the Guarantor for the said debts and liabilities shall be valid in the hands of the Credit Union, as well as its successors and assigns.
6. It is further agreed that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Credit Union.
7. This guarantee shall bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the branch of the Credit Union at which the account of the Member is kept, but such termination by any of the guarantors or their respective heirs, successors, executors, administrators, legal representatives or assigns shall not prevent the continuance of the liability hereunder of any other guarantor. Such termination shall apply only to those debts or liabilities of the Member incurred or arising after reception of the notice by the Credit Union, but not in respect of any prior debts or liabilities, matured or not. The notice of termination shall have no effect on those debts or liabilities incurred after reception of said notice which will result from express or implied commitments made prior to reception.
8. This guarantee will not be diminished or modified on account of any act on the part of the Credit Union which would prevent subrogation from operating in favour of the Guarantor. It is further agreed that the Credit Union, without exonerating in whole or in part the Guarantor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take security from, and give up or release any or part of the security held, may abstain from taking, perfecting, registering or renewing security or from realizing on security, may accept compositions and otherwise deal with the Member and with any other person or persons, including any of the guarantors, and dispose of any security held by the Credit Union as it may see fit, and that all dividends and monies received by the Credit Union from the Member or from any other person, capable of being applied by the Credit Union in reduction of the debts and liabilities hereby guaranteed, shall be considered for all purposes as payment in gross which the Credit Union shall have the right to apply as it may see fit, not being bound by the law of imputation, and the Credit Union shall be entitled to prove against the estate of the Member upon any insolvency or winding up, in respect of the whole said debts and liabilities. The Guarantor shall have no right to be subrogated to the Credit Union until the Credit Union shall have received payment in full of its claims against the Member with interest and costs.
9. If any circumstances arise necessitating the Credit Union to file its claim against the estate of the Member and to value its security, it will be entitled to place such valuation as the Credit Union may in its discretion see fit, and the filing of such claim and the valuation of its security shall in no way prejudice or restrict its right against the Guarantor.
10. The Credit Union shall not be obliged to exhaust its recourse against the Member or other persons or the security it may hold before being entitled to payment from the Guarantor of each and every of the debts and liabilities hereby guaranteed and it shall not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
11. All indebtedness and liability, present and future of the Member to the Guarantor are hereby assigned to the Credit Union and postponed to the present and future debts and liabilities of the Member to the Credit Union. All monies received from the Member on the behalf by the Guarantor shall be held as in his capacity as agent, mandatory and trustee for the Credit Union and shall be paid over to the Credit Union forthwith. This provision will remain in full force and effect, notwithstanding the termination of the guarantee pursuant to the provisions of paragraph 7 in which event it will terminate when the debts and liabilities of the Member to the Credit Union covered by this guarantee pursuant to paragraph 7 hereof have been paid in full.

12. This guarantee is in addition to and not a substitution for any other guarantee by whomsoever given, at any time held by the Credit Union and without prejudice to any other security by whomsoever given held at any time by the Credit Union and the Credit Union shall be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Credit Union may be entitled to receive or have a claim upon.

13. The Guarantor shall be bound by any account settled between the Credit Union and the Member and, if no such account has been so settled any account stated by the Credit Union shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Member to the Credit Union.

14. The Guarantor shall make a payment to the Credit Union of the amount of his liability forthwith after demand therefor is made in writing. Such demand shall be deemed to have been effectually made when an envelope containing it addressed to the Guarantor at his last address known to the Credit Union is deposited postage prepaid in the Post office. The liability of the Guarantor shall bear interest from the date of such demand at the rate or rates then applicable to the debts and liabilities of the Member to the Credit Union.

15. This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding by the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Credit Union shall be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been complied with. None of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of the Guarantor hereunder begins on the date of his signature on this letter of guarantee.

16. This guarantee shall be binding upon the undersigned and any of them, if more than one, jointly and severally between them and with the Member and also upon the heirs, executors, administrators and successors of the Guarantor and will extend to and ensure to the benefit of the successors and assigns of the Credit Union. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity shall not affect the other provisions hereof which shall remain in force and be binding on the parties hereto.

17. The Guarantor acknowledges having read and taken cognizance of the present Letter OR Guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained therein.


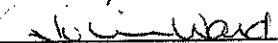


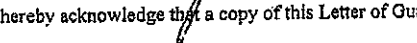
18. This Letter of Guarantee shall be construed in accordance with the laws of the Province of Ontario and the Guarantor agrees that any legal suite, action or proceeding arising out of our relating to this Letter of Guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment therefor, provided that nothing herein shall limit the Credit Union's right to bring proceedings against the Guarantor elsewhere.

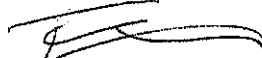

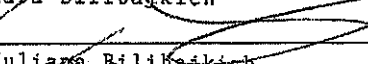
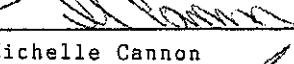
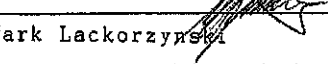
AS WITNESS the hand and seal of the Guarantor, at Windsor, Ontario

this 22nd day of January, 2008

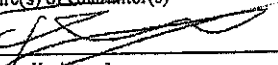
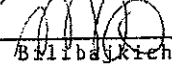
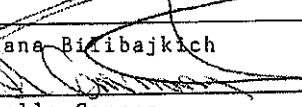
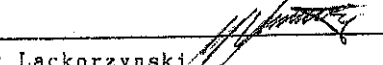
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Signature

Witness 
Witness 
Witness 
Witness 
Witness 

Per: 
Terry Huhtala

Mara Bilibajkich

Juliana Bilibajkich

Michelle Cannon

Mark Lackorzynski

I (We) hereby acknowledge that a copy of this Letter of Guarantee was handed over to me (us) on the date hereof.

Signature(s) of Guarantor(s)

Terry Huhtala

Mara Bilibajkich

Juliana Bilibajkich
Michelle Cannon

Mark Lackorzynski

THIS IS EXHIBIT "H"
REFERRED TO IN THE AFFIDAVIT OF
MARTIN PITTANA
SWORN BEFORE ME THIS 23rd DAY
OF NOVEMBER, 2015.


.....
A Commissioner, etc.

MCTAGUE
LAW FIRM LLP
BARRISTERS & SOLICITORS

ROGER A. SKINNER
MICHAEL K. COUGHLIN
MICHAEL A. WILLS
NANCY JAMMU-TAYLOR
LEE K. AXFORD
LYNDSEY E. LALOVICH

HELEN M. McTAGUE, Q.C. (1893-1986)
ALEXANDER R. SZALKAI, Q.C.
JOSEPHINE STARK
JEFFREY W. MACKINNON
WILLIAM J. WILLIS
JOHN-PIERRE KARAM
JERRY B. UDELL*
TOM SERAFIMOVSKI
DAVID M. AMYOT
GARTH M. KIDD
M. CLAIRE BEBBINGTON

STEPHEN C. ROBERTS**
DANA J. YOUNG
ROBERT R. TOMEK
DAVID M. SUNDIN
DARWIN E. HARASYM

COUNSEL:
J. DOUGLAS LAWSON, O.Ont., Q.C., LL.D.
T. JEFFREY GRANT

* Certified Specialist in Real Estate
by the Law Society of Upper Canada

** Certified Specialist in Workplace Safety &
Insurance Law by the Law Society of Upper Canada

Facsimile: 519-255-4384
www.mctaguelaw.com

455 Pelissier Street, Windsor, Ontario, Canada N9A 6Z9
Windsor: 519-255-4300

Direct Dial: 519-255-4386
Email: tserafimovski@mctaguelaw.com

November 6th, 2015

VIA REGISTERED MAIL

Lakeshore Oasis Inc.
140-486 Advance Boulevard,
Tecumseh, ON
N8N 0B8

Lakeshore Oasis Inc.
3200 Deziel Drive, Suite 410
Windsor, ON
N8W 5K8

Attention: Mr. Terry Huhtala, President

Dear Mr. Huhtala,

Re: Indebtedness and Liability owing by Lakeshore Oasis Inc. to Windsor Family Credit Union Limited

The records of Windsor Family Credit Union Limited (the "Secured Creditor") indicate that Lakeshore Oasis Inc. (the "Debtor") is indebted and liable to the Secured Creditor as of November 6th, 2015 in the principal amount of \$5,505,702.57, accrued unpaid interest of \$188,008.24, and fees and expenses. The Debtor has not paid such indebtedness and liability despite the Secured Creditor's demand for payment.

The Debtor delivered to the Secured Creditor, as security for the Debtor's indebtedness and liability to the Secured Creditor, a General Security Agreement, dated January 22, 2008, a Charge/Mortgage of Land, registered as Instrument No. CE319516 on March 17, 2008, and an Assignment of Rents, registered as Instrument No. CE319518 on March 17, 2008.

The Debtor is in default of its obligations to the Secured Creditor. The Secured Creditor hereby demands payment forthwith by the Debtor of all indebtedness and liability owing by the Debtor to the Secured

Creditor. The Secured Creditor also demands such payment pursuant to the security held by the Secured Creditor.

In the event the Secured Creditor extends any credit to the Debtor after this demand is made, such further extension of credit shall not be construed as a waiver of this demand or otherwise affect this demand.

Interest shall continue to accrue on the Debtor's indebtedness to the Secured Creditor at the rate or rates applicable thereto. The Debtor shall also be liable to the Secured Creditor for all costs (including all legal fees and disbursements) incurred by the Secured Creditor in collecting the indebtedness owing by the Debtor to the Secured Creditor and realizing on the Secured Creditor's security.

Yours very truly,

WINDSOR FAMILY CREDIT UNION LIMITED
By its solicitors: McTague Law Firm LLP



TOM SERAFIMOVSKI

cc: Terry Huhtala, as guarantor;
Mara Bilibajkich, as guarantor;
Juliana Bilibajkich, as guarantor;
Michelle Cannon, as guarantor; and
Mark Lackorzynski, as guarantor;

THIS IS EXHIBIT "I"
REFERRED TO IN THE AFFIDAVIT OF
MARTIN PITTANA
SWORN BEFORE ME THIS 13 DAY
OF NOVEMBER, 2015.


.....
A Commissioner, etc.

NOTICE OF INTENTION TO ENFORCE SECURITY
(s.244(1) of the *Bankruptcy and Insolvency Act*)

TO: Lakeshore Oasis Inc., an insolvent person

TAKE NOTICE that:

1. Windsor Family Credit Union Limited, a secured creditor (the "Secured Creditor"), intends to enforce its security on the property of Lakeshore Oasis Inc., the debtor (the "Debtor"), described below:

All the Debtor's property, assets and undertaking including without limitation all the Debtor's existing and after-acquired freehold real property, leasehold real property, equipment, inventory, accounts, books and records and proceeds.

2. The security that is to be enforced is in the form of:

- (a) a charge/mortgage of land provided by the Debtor to the Secured Creditor in the original principal amount of \$6,162,000.00 in respect of the real property known municipally as 486 Advance Blvd., Lakeshore, Ontario;
- (b) an assignment of rents – general provided by the Debtor to the Secured Creditor in respect of the real property known municipally as 486 Advance Blvd., Lakeshore, Ontario;
- (c) a General Security Agreement dated January 22, 2008 provided by the Debtor to the Secured Creditor; and
- (d) such other security as may have been provided by the Debtor to the Secured Creditor.

3. The total amount of indebtedness secured by the security as of the date hereof is \$5,693,710.81 plus per diem interest effective November 6, 2015 of \$1,113.96 per day, plus estimated legal fees and disbursements of \$5,000.00.

4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Windsor, this 6th day of November, 2015

WINDSOR FAMILY CREDIT UNION LIMITED
By its solicitors: **MCTAGUE LAW FIRM LLP**

Per: _____
Tom Serafimovski

THIS IS EXHIBIT "J"
REFERRED TO IN THE AFFIDAVIT OF
MARTIN PITTANA
SWORN BEFORE ME THIS 13 DAY
OF NOVEMBER, 2015.

.....
A Commissioner, etc.

64706
TS/SA

R Registered Domestic / **Recommandé** Régime intérieur

To Destinataire

Name Nom: Juliana Bilibajkic

Address Adresse: 124 Margaret Dr.

City Ville: Lakeshore Province: ON Postal Code: N0R1A0

CANADA POSTES / POSTES CANADA

FOR DELIVERY CONFIRMATION / POUR CONFIRMER LA LIVRAISON

1 888 550-6333

www.canadapost.ca / www.postescanada.ca

Declared Value / Valeur déclarée: \$ 0.00

Item No. / N° de l'article: 79 588 807 053

STN. SUCC. "A" 307601

2015-11-06

WINDSOR, ON N0A 4K0

33-086-584 (98-10)

CANADA POSTES / POSTES CANADA

FOR DELIVERY CONFIRMATION / POUR CONFIRMER LA LIVRAISON

1 888 550-6333

www.canadapost.ca / www.postescanada.ca

Declared Value / Valeur déclarée: \$ 0.00

Item No. / N° de l'article: 79 588 807 098

STN. SUCC. "A" 307601

2015-11-06

WINDSOR, ON N0A 4K0

33-086-584 (98-10)

CUSTOMER RECEIPT / REÇU DU CLIENT

R Registered Domestic / **Recommandé** Régime intérieur

To Destinataire

Name Nom: Lakeshore Oasis

Address Adresse: 3200 Dezire Dr. #410

City Ville: Windsor, ON Province: N0R4S1

City Ville: Ann. Tony Huhtala

CANADA POSTES / POSTES CANADA

FOR DELIVERY CONFIRMATION / POUR CONFIRMER LA LIVRAISON

1 888 550-6333

www.canadapost.ca / www.postescanada.ca

Declared Value / Valeur déclarée: \$ 0.00

Item No. / N° de l'article: 79 588 807 067

STN. SUCC. "A" 307601

2015-11-06

WINDSOR, ON N0A 4K0

33-086-584 (98-10)

R Registered Domestic / **Recommandé** Régime intérieur

To Destinataire

Name Nom: Michelle Cannon

Address Adresse: 1554 Caillé Avenue

City Ville: Lakeshore Province: ON Postal Code: N0R1A0

R Registered Domestic / **Recommandé** Régime intérieur

To Destinataire

Name Nom: Mark Lackoczynski

Address Adresse: 12540 Keith Court

City Ville: Windsor Province: ON Postal Code: N8M4A8

CANADA POSTES / POSTES CANADA

FOR DELIVERY CONFIRMATION / POUR CONFIRMER LA LIVRAISON

1 888 550-6333

www.canadapost.ca / www.postescanada.ca

Declared Value / Valeur déclarée: \$ 0.00

Item No. / N° de l'article: 79 588 807 075

STN. SUCC. "A" 307601

2015-11-06

WINDSOR, ON N0A 4K0

33-086-584 (98-10)

R Registered Domestic / **Recommandé** Régime intérieur

To Destinataire

Name Nom: Mara Bilibajkic

Address Adresse: 246 Elmgrove Drive

City Ville: Lakeshore Province: ON Postal Code: N8N3S3

CANADA POSTES / POSTES CANADA

FOR DELIVERY CONFIRMATION / POUR CONFIRMER LA LIVRAISON

1 888 550-6333

www.canadapost.ca / www.postescanada.ca

Declared Value / Valeur déclarée: \$ 0.00

Item No. / N° de l'article: 79 588 807 084

STN. SUCC. "A" 307601

2015-11-06

WINDSOR, ON N0A 4K0

33-086-584 (98-10)

CUSTOMER RECEIPT / REÇU DU CLIENT

R Registered Domestic / **Recommandé** Régime intérieur

To Destinataire

Name Nom: Roscon Investments Inc.

Address Adresse: 1055 malden Rd

City Ville: Windsor Province: ON Postal Code: N9M1T5

City Ville: Ann. Vince Rasati

CANADA POSTES / POSTES CANADA

FOR DELIVERY CONFIRMATION / POUR CONFIRMER LA LIVRAISON

1 888 550-6333

www.canadapost.ca / www.postescanada.ca

Declared Value / Valeur déclarée: \$ 0.00

Item No. / N° de l'article: 79 588 806 954

STN. SUCC. "A" 307601

2015-11-06

WINDSOR, ON N0A 4K0

33-086-584 (98-10)

CUSTOMER RECEIPT / REÇU DU CLIENT

64706
TS/SP

R Registered Domestic
R Recommandé Régime intérieur



33-086-584 (98-10)

To Destinataire
Name Nom
Address Adresse
City Ville Province Postal Code Code postal

FOR DELIVERY CONFIRMATION
POUR CONFIRMER LA LIVRAISON
STN. SUCC. "A" 397601
1 888 550-6333
www.canadapost.ca
www.postescanada.ca

Declared Value Value déclarée \$
Item No. N° de l'article
79 588 807 115

CUSTOMER RECEIPT REÇU DU CLIENT



FOR DELIVERY CONFIRMATION LA LIVRAISON

1 888 550-6333
www.canadapost.ca
www.postescanada.ca

Declared Value Value déclarée \$

Item No. N° de l'article
79 588 807 138

WINDSOR, ON N9A 4K0

R Registered Domestic
R Recommandé Régime intérieur

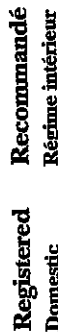


To Destinataire
Name Nom
Address Adresse
City Ville Province Postal Code Code postal

FOR DELIVERY CONFIRMATION
POUR CONFIRMER LA LIVRAISON
STN. SUCC. "A" 397601
1 888 550-6333
www.canadapost.ca
www.postescanada.ca

Declared Value Value déclarée \$
Item No. N° de l'article
79 588 806 968

CUSTOMER RECEIPT REÇU DU CLIENT



FOR DELIVERY CONFIRMATION LA LIVRAISON

1 888 550-6333
www.canadapost.ca
www.postescanada.ca

Declared Value Value déclarée \$

Item No. N° de l'article
79 588 807 138

WINDSOR, ON N9A 4K0

R Registered Domestic
R Recommandé Régime intérieur



To Destinataire
Name Nom
Address Adresse
City Ville Province Postal Code Code postal

FOR DELIVERY CONFIRMATION
POUR CONFIRMER LA LIVRAISON
STN. SUCC. "A" 397601
1 888 550-6333
www.canadapost.ca
www.postescanada.ca

Declared Value Value déclarée \$
Item No. N° de l'article
79 588 806 971

CUSTOMER RECEIPT REÇU DU CLIENT



FOR DELIVERY CONFIRMATION LA LIVRAISON

1 888 550-6333
www.canadapost.ca
www.postescanada.ca

Declared Value Value déclarée \$

Item No. N° de l'article
79 588 807 141

WINDSOR, ON N9A 4K0

R Registered Domestic
R Recommandé Régime intérieur

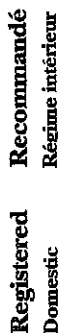


To Destinataire
Name Nom
Address Adresse
City Ville Province Postal Code Code postal

FOR DELIVERY CONFIRMATION
POUR CONFIRMER LA LIVRAISON
STN. SUCC. "A" 397601
1 888 550-6333
www.canadapost.ca
www.postescanada.ca

Declared Value Value déclarée \$
Item No. N° de l'article
79 588 807 107

CUSTOMER RECEIPT REÇU DU CLIENT



FOR DELIVERY CONFIRMATION LA LIVRAISON

1 888 550-6333
www.canadapost.ca
www.postescanada.ca

Declared Value Value déclarée \$

Item No. N° de l'article
79 588 807 141

WINDSOR, ON N9A 4K0

R Registered Domestic
R Recommandé Régime intérieur



To Destinataire
Name Nom
Address Adresse
City Ville Province Postal Code Code postal

FOR DELIVERY CONFIRMATION
POUR CONFIRMER LA LIVRAISON
STN. SUCC. "A" 397601
1 888 550-6333
www.canadapost.ca
www.postescanada.ca

Declared Value Value déclarée \$
Item No. N° de l'article
79 588 807 124

CUSTOMER RECEIPT REÇU DU CLIENT



FOR DELIVERY CONFIRMATION LA LIVRAISON

1 888 550-6333
www.canadapost.ca
www.postescanada.ca

Declared Value Value déclarée \$

Item No. N° de l'article
79 588 807 141

WINDSOR, ON N9A 4K0

RW588807040CA

RW588807067CA

RW588807053CA

RW588807155CA

RW588807141CA

RW588807019CA

RW588806999CA

RW588807005CA

SUBTL/SOUS-TOTAL \$0.00
TOTAL TAX/TAXE TOTALE \$0.00
TOTAL/TOTAL \$0.00

CHG. DUE / MONNAIE \$0.00

Your opinion matters and we want to hear about your post office experience. Enter to win 1 of 5 \$50 Prepaid Visa Cards. For complete terms and conditions, Go to www.canadapost.intouchinsight.com

Votre opinion compte et nous voulons savoir ce que vous pensez de votre expérience au bureau de poste. Inscrivez-vous pour courir la chance de gagner l'une des cinq cartes prépayées Visa de 50\$. Pour les conditions générales complètes, allez à www.canadapost.intouchinsight.com

R: 15.14647.397601;

WWW.CANADAPOST.CA / WWW.POSTESCANADA.CA

Canada Post / Postes Canada
WINDSOR A
401 Duelle Ave
WINDSOR N9A4H0
GST/TPS#: 119321495

2015/11/06 04:34:27 mo
CC/CC397601 W/G1 TR15

Registered (barcoded)
Recommandé (repérable)

RW588806971CA

RW588806968CA

RW588807107CA

RW588807138CA

RW588807124CA

RW588807075CA

RW588807084CA

RW588807098CA

RW588807115CA

RW588806954CA

RW588807169CA

RW588806985CA

THIS IS EXHIBIT "K"
REFERRED TO IN THE AFFIDAVIT OF
MARTIN PITTANA
SWORN BEFORE ME THIS 13th DAY
OF NOVEMBER, 2015.


.....
A Commissioner, etc.

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY and INSOLVENCY**

BETWEEN

WINDSOR FAMILY CREDIT UNION LIMITED

Applicant

-and-

LAKESHORE OASIS INC.

Respondent

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

CONSENT

BDO Canada Limited hereby consents to act as Receiver of the respondent pursuant to the Application of Windsor Family Credit Union Limited.

DATED at London, Ontario, this 17th day of November, 2015

BDO Canada Limited



Stephen N. Cherniak, CPA, CA, CIRP
Senior Vice President

I have authority to bind the corporation

TAB 3

Court File No. 35-_____

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY and INSOLVENCY**

BETWEEN:

WINDSOR FAMILY CREDIT UNION LIMITED

Applicant

- and -

LAKESHORE OASIS INC.

Respondents

**FIRST REPORT TO THE COURT SUBMITTED BY BDO CANADA LIMITED, IN ITS
CAPACITY AS PROPOSED RECEIVER OF LAKESHORE OASIS INC.**

November 23, 2015

Table of Contents

1.	Introduction and Background.....	1
2.	Purpose of the Proposed Receiver's First Report.....	4
3.	Proposed Receiver's Activities.....	5
4.	Appointment of a Receiver and Proposed Sale Process for the Lakeshore Oasis Plaza	6
5.	Recommendations.....	9

1. Introduction and Background

1.1 Introduction

1.1.1 By application within these court proceedings returnable on December 8, 2015 in Windsor, Ontario, Windsor Family Credit Union Limited ("**WFCU**") is seeking, *inter alia*, an Order of this Honourable Court (the "**Appointment Order**") appointing BDO Canada Limited ("**BDO**" or the "**Proposed Receiver**") as receiver of all of the assets, undertakings and properties (the "**Property**") of Lakeshore Oasis Inc. ("**Lakeshore Oasis**" or the "**Debtor**").

1.1.2 This report is submitted by BDO, in its capacity as Proposed Receiver of the Debtor.

1.1.3 In preparing this report we have reviewed the affidavit of Martin Pittana sworn November 23, 2015 in support of WFCU's application (the "**Pittana Affidavit**").

1.2 Background

1.2.1 Lakeshore Oasis carries on business as the owner and operator of a retail and commercial plaza located at premises municipally known as 486 Advance Boulevard, Lakeshore, Ontario ("**486 Advance Boulevard**" or the "**Lakeshore Oasis Plaza**").

1.2.2 The principals and shareholders of Lakeshore Oasis are Mr. Terry Huhtala, Ms. Mara Bilibajkich, Ms. Juliana Bilibajkich, Ms. Michelle Cannon and Mr. Mark Lackorzynski. (the "**Principals**").

1.2.3 On or about January 22, 2008, WFCU entered into a credit facilities agreement with Lakeshore Oasis that provided for an interim construction loan in the amount of \$5,259,000 which upon the completion of construction was paid out and replaced with a commercial mortgage in the amount of \$6,162,000 (the "**WFCU Credit Facility**").

- 1.2.4 As security for the WFCU Credit Facility, WFCU was granted the following security:
- General Security Agreement over the personal property of Lakeshore Oasis dated January 22, 2008 (the "Lakeshore Oasis GSA"), covering all of the assets of the Debtor;
 - First Charge/Mortgage of Land in the principal sum of \$6,162,000 dated May 17, 2008;
 - Assignment of Rents from the Debtor in favour of WFCU dated January 22, 2008;
 - Joint and several Letters of Guarantee from the Principals in favour of WFCU;
- 1.2.5 As of November 6, 2015, Lakeshore Oasis is indebted to WFCU in the approximate amount of \$5,693,710.
- 1.2.6 As set out in the Pittana affidavit, the Debtor has defaulted on its obligations to WFCU.
- 1.2.7 The following events are grounds for WFCU to seek the appointment of a Receiver:
- The Debtor is in default of the Credit Facilities, having failed to make monthly principal and interest payments that were due on July 5, 2015;
 - There were unpaid property taxes due to the Town of Lakeshore in the amount of \$152,174, that were paid by WFCU on or about November 5, 2015;
- 1.2.8 WFCU issued formal demand for payment on November 6, 2015 and served Notice of Intention to Enforce Security on the Debtor, pursuant to Section 244 of *The Bankruptcy and Insolvency Act* ("BIA").
- 1.2.9 WFCU is seeking the appointment of a Receiver to facilitate the sale of the Lakeshore Oasis Plaza and repayment of the obligations of the Debtor to WFCU. WFCU served notice of the Application returnable at 10:00 a.m. on December 8th, 2015 in Windsor, Ontario. The form of Appointment Order sought by WFCU on the return of the WFCU's application, if granted, will empower but not obligate the Proposed Receiver to, among other things:

- (a) Take possession of and exercise control over all of the Property.
- (b) Take possession of and exercise control of any and all proceeds, receipts and disbursements arising out of or from the Property.
- (c) Receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, changing the locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable.
- (d) Manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor.
- (e) Receive and collect all monies and accounts now owed or hereafter owing to the Companies and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor.
- (f) Sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000 and with the approval of the Court in which the purchase price exceeds these monetary thresholds.

2. Purpose of the Proposed Receiver's First Report

2.1 This constitutes the Proposed Receiver's First Report to the Court (the "First Report") in this matter and is filed to:

- (a) Seek approval of the First Report, and the Proposed Receiver's activities as outlined therein;
- (b) Provide the Proposed Receiver's recommendation with respect to the marketing and sale of the Lakeshore Oasis Plaza which is land legally described PT LT 4 CON EAST PIKE CREEK DESIGNATED AS PTS 3, 10 TO 15 INCL. & 26 PL 12R23533; S/T EASE OVER PT 15 PL 12R23533 AS IN R353169, S/T EASE OVER PT 11 PL 12R23533 AS IN CE155227, S/T EASE OVER PTS 10, 12, & 26 PL 12R23533 AS IN CE334031, S/T EASE OVER PTS 2 & 5 PL 12R23699 AS IN CE354848, S/T EASE OVER PTS 3, 10, 11, 12, 15, & 26 PL 12R23533 AS IN CE334374, S/T EASE OVER PTS 3, 10, 12, 15 & 26 PL 12R23533 AS IN CE372385; T/W EASE OVER PTS 1, 18-22 INCL., 28 & 29 PL 12R23533 AS IN CE334374, T/W EASE OVER PTS 4-9 INCL., 24, 25 PL 12R23533 AS IN CE372385; TOGETHER WITH AN EASEMENT OVER PTS 1, 3, 5 & 6 PL 12R25956 AS IN CE634267; SUBJECT TO AN EASEMENT OVER PTS 3, 10, 12, 15 & 26 PL 12R25956 IN FAVOUR OF PTS 1 TO 6 INCL. PL 12R25956 AS IN CE634267; TOWN OF LAKESHORE and municipally known as 486 Advance Boulevard, Lakeshore, Ontario;

3. Proposed Receiver's Activities

- 3.1 In anticipation of the Appointment Order being granted on December 8th, 2015, the Proposed Receiver seeks approval of its proposed sales process for the Lakeshore Oasis Plaza.

4. Appointment of a Receiver and Proposed Sale Process for the Lakeshore Oasis Plaza

- 4.1 WFCU is making application for an Order of the Court appointing a Receiver pursuant to section 243 of the BIA.
- 4.2 The Order being sought would provide the Receiver power and authority to market and sell the Lakeshore Oasis Plaza.
- 4.3 The Receiver recommends the sale of the Lakeshore Oasis Plaza by an Invitation for Offers process conducted by the Receiver. The timing of the commissioning of appraisals, the advertising of the Invitation for Offers, the distribution of the CIM's (as defined below) and deadline for offers will be set in the discretion of the Receiver. The Invitation for Offers process will provide that there be a minimum 21 days between the date advertisements are placed and offers are accepted.
- 4.4 The Receiver is of the view that this approach is the most effective method of maximizing exposure of the Lakeshore Oasis Plaza to the market and of ensuring the Lakeshore Oasis Plaza is sold in a commercially reasonable manner thus maximizing the recoveries for the various stakeholders of Lakeshore Oasis.
- 4.5 The Receiver will commission two appraisals of the Lakeshore Oasis Plaza by Accredited Appraisers of the Canadian Institute ("AACI's").
- 4.6 The Receiver intends to advertise the Invitation for Offers in both the print and online editions of The Windsor Star, the London Free Press and The Globe and Mail. In addition, the Receiver will circulate highlights of the Lakeshore Oasis Plaza and the sale process on its own internal network of BDO partners in ninety-five (95) BDO Canada offices across Canada.
- 4.7 Parties expressing an interest in obtaining detailed information about the Lakeshore Oasis Plaza will be required to execute a Confidentiality and Non-Disclosure Agreement ("NDA").
- 4.8 The Receiver will prepare a Confidential Information Memorandum ("CIM") containing information relating to the Lakeshore Oasis Plaza, including photographs, summary

of tenant leases, historical financial information and terms and conditions of the Receiver's sale process.

- 4.9 The Receiver will establish an electronic data room ("**Data Room**") to make relevant information available to interested parties. Access to the Data Room will be restricted to parties who have executed the NDA. The Data Room will be maintained by a third party company Firmex Inc. ("**Firmex**"), with access to the data room controlled and monitored by the Receiver. Firmex provides electronic data room services to major financial institutions and the Receiver has successfully utilized Firmex services on other receivership engagements.
- 4.10 Among other documents, the Data Room will contain the CIM, historical financial information, tenant leases, property tax statements, information on utilities and a form of Agreement of Purchase and Sale to be used for the submission of offers.
- 4.11 The terms and conditions of the sale will include, *inter alia*, the following:
- (a) That the process should not be construed as a 'Sale by Tender';
 - (b) The highest or any offer will not necessarily be accepted and the Receiver reserves the right to reject any or all offers without explanation;
 - (c) a deadline for the receipt of offers, but the Receiver shall have the discretion to accept an offer either before or after the deadline;
 - (d) Acceptance of all offers is subject to approval of the Court;
 - (e) A deposit in certified funds equal to ten (10) per cent of the offer price must accompany all offers;
 - (f) The balance of the purchase price is to be paid by certified funds, direct deposit or wire transfer at the time of closing. The Receiver will not accept offers that include Vendor Take Back financing as payment of the purchase price or a

portion thereof;

- (g) Sale is on an "as is, where is" basis without representations and warranties of any kind;
- (h) Offer to be submitted using the draft form Agreement of Purchase and Sale contained in the data room; and
- (i) Transfer of title will be by way of vesting order.

4.12 In the event the proposed sale process does not produce an offer to purchase the Lakeshore Oasis Plaza that in the Receiver's opinion, and with the concurrence of WFCU, is supportable, the Receiver will seek listing proposals from two experienced commercial realtors.

5. Recommendations

5.1. The Proposed Receiver recommends and respectfully requests that this Court grant an Order:

- (a) Approving the First Report, and the activities of the Proposed Receiver described therein;
- (b) Approving the proposed sale process for the Lakeshore Oasis Plaza as detailed above at paragraphs [4.3] to [4.12] (the "Sales Process");

All of which is Respectfully Submitted this 23rd day of November, 2015.

BDO Canada Limited in its capacity as Proposed Court Appointed Receiver of Lakeshore Oasis Inc., and not in any personal capacity.



Per: Stephen N. Cherniak, CPA, CA, CIRP
Senior Vice President

Court File No.: CV-15-23011

WINDSOR FAMILY CREDIT UNION LIMITED vs LAKESHORE OASIS INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT WINDSOR

APPLICATION RECORD

TOM SERAFIMOVSKI
LSUC No.: 30330T
McTAGUE LAW FIRM LLP
Barristers & Solicitors
455 Pelissier Street
Windsor, Ontario
N9A 6Z9
TEL: (519) 255-4386
FAX: (519) 255-4384

Lawyer for the Applicant

File No: 64706