

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

B E T W E E N:

**MELVYN EISEN, TRUSTEE**

Applicant

- and -

**WOODINGTON ESTATES INC.**

Respondent

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

**RESPONDING MOTION RECORD OF THE  
RESPONDENT WOODINGTON ESTATES INC.**

**Date:** June 16, 2025

**BLANEY MCMURTRY LLP**

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Toronto, ON, M5C 3G5

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Lawyers for Woodington Estates Inc., the  
Respondent

**TO: SERVICE LIST**

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

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**TAB 1**

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

B E T W E E N:

**MELVYN EISEN, TRUSTEE**

Applicant

- and -

**WOODINGTON ESTATES INC.**

Respondent

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

**AFFIDAVIT OF JOSEPH CHETTI**

I, **Joseph Chetti**, of the City of Kleinburg, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am the president and sole director of Woodington Estates Inc. (“**Woodington**” or the “**Respondent**”), as well as the sole director and officer of Woodington Management Inc. (“**WMI**”). My wife, Frances Chetti, is the sole director and officer of 1000736785 Ontario Limited (“**785 Ontario**”). I also work from time to time in operating the business of 785 along with my son, John, and my wife. As such, I have knowledge of the matters herein deposed, except where I have indicated that I have obtained facts from other sources, in which case I believe those facts to be true.

2. I swear this Affidavit in response to a motion brought by the Applicant to amend and restate the receivership order, dated December 2, 2024 in respect of Woodington (the “**Receivership**

**Order**”), to include all of the assets, undertakings and properties of WMI and 785 Ontario, including without limitation the business and assets of the Golf Club (as defined below) in the definition of “Property” in the Receivership Order.

3. Woodington is the owner of a property municipally known as 7110, 4<sup>th</sup> Line, Tottenham, Ontario (the “**Golf Course Lands**”). A golf club is located on the Golf Course Lands (the “**Golf Club**”), which is owned and operated by 785 Ontario.

#### **The GSA registered against 785 Ontario**

4. I have reviewed the Affidavit of Melvyn Eisen (“**Eisen**”), sworn May 13, 2025, and the General Security Agreement, dated January 4, 2019 granted by WMI in favour of Eisen (“**WMI GSA**”), which was first produced to the parties with the May 13<sup>th</sup> affidavit. Before that time, Eisen never took the position that he had security over WMI.

5. I have a history of dealing informally with my properties and the agreements related to them, despite the amounts involved. In this case, in my long-standing with Eisen (as more further described in the Affidavit of Joseph Chetti, sworn September 9, 2024), significant, multi-million dollar deals were done on a handshake.

6. Frankly, I had forgotten this agreement was ever entered into. Now that this agreement has been brought up by Eisen, my recollection is that Eisen and I discussed that, even though the WMI GSA had been granted in 2019, it would not be registered by Eisen, nor would it ever relied up by him as valid and enforceable security. These discussions took place a few months the WMI GSA.

7. The reason for this was because Eisen was aware that I was trying to refinance the Golf Course Lands and other properties that are owned by our family, including some of the properties

identified below, and neither party wanted the WMI GSA standing in the way of my financing efforts.

8. As a result, we were on the same page that the WMI GSA was no longer valid and that Eisen would not rely on it. Eisen was content with the security package he held in respect of the Golf Course Lands and that is why the WMI GSA was never registered or even referred to in these proceedings before May 13, 2025.

9. In any event, it is my recollection that it was agreed between Eisen and I that the WMI GSA is not to be relied on. It is a nullity.

10. This shared understanding is consistent with the fact that neither party conducted itself as though Eisen had security in respect of the Golf Club, WMI or 785 Ontario. It was not until May 13<sup>th</sup> when Eisen took the self-serving position that he held security in respect of WMI after the Receiver had already brought a motion to expand the Receivership Order over WMI and 785 Ontario. It is opportunistic of Eisen to rely on the WMI GSA at this stage of process, but it does not explain to the Court why it was never relied upon or registered prior to May 2025.

11. Indeed, as further set out below, Eisen did not object when WMI/785 Ontario allowed for Turf Care (as defined below) to place a GSA on all the assets of WMI/785 Ontario in support of the business's obligations. Turf Care did not require a postponement or concession from Eisen when it did so. Had he or I been relying on the existence of the WMI GSA as valid security, the Turf Care deal would have been impossible.

12. There was also no objection from Eisen or any other party when I transferred the business of the Golf Club from WMI to 785 Ontario.

13. I believe Eisen knew about both transactions at the relevant times as we regularly discussed the business of the Golf Club.

14. If for some reason the court decides, despite the foregoing, to rely upon the WMI GSA in granting the relief sought and grants that relief, then I believe, after having spoken to our counsel, David Ullmann, that the Respondent has a claim for time wasted and costs incurred against the Applicant.

15. These Receivership proceedings have been conducted on the basis that the Applicant, Eisen, only held security in respect of Woodington, and not in respect of WMI, 785 Ontario or the Golf Club. Since this the Receivership Application was first initiated by Eisen in August 2024, our strategy was based on the understanding that the WMI GSA was not valid security, which we believed was a shared understanding with Eisen.

16. There has been extensive work done on this file by our lawyers and significant costs have been incurred during this process. Woodington has incurred legal fees of approximately \$210,000 between August 2024 and May 2025. The second mortgagee on the Golf Course Lands, Goldy Metals Holdings Inc. (“**Goldy**”), has spent approximately \$450,000 in legal fees during a similar period in time, as set out in a discharge statement from Goldy dated March 28, 2025. I would expect Eisen has also incurred similar legal fees. While not agreeing to the reasonableness of the fees, they are indicative of the type of harm suffered as a result of the way this proceeding as unfolded.

17. The Respondent has incurred significant costs and time wasted because of Eisen “only discovering” the WMI GSA on May 13, 2025. This prejudice includes not only the legal fees incurred, but also interest that Woodington has paid on the mortgages registered on title to the Golf

Course Lands. This prejudice could have easily been avoided by the Applicant. Had the late filed WMI GSA been known from the outset (assuming it is valid and enforceable), our strategy would have changed and this Application would have proceeded differently and likely much more quickly.

### **Rock Garden GSA**

18. Even if Eisen's registration of the WMI GSA on May 12, 2025, against 785 Ontario under the *Personal Property Security Act* ("PPSA") is valid, it is still subject to all other previously registered security interests over 785 Ontario. This includes the security interest registered by Rock Garden Development Corporation ("Rock Garden") on April 16, 2025. A copy of the PPSA search, dated June 12, 2025, in respect of 785 Ontario is attached hereto and marked as **Exhibit "A"**.

19. Rock Garden is an Ontario company. I am the sole director and officer of Rock Garden. Rock Garden advanced funds in the aggregate amount of approximately \$500,000 to WMI and 785 Ontario for purpose of funding the operating expenses of the Golf Club since 2019 ("Rock Garden Advances"). I advanced approximately \$1 million, either personally or through family corporations, towards the Golf Club since 2019. It is difficult to separate out advances made by Rock Garden and advances made by me personally or other companies owned by me, but I reviewed my records and believe the Rock Garden Advances cumulatively equal to \$500,000.

20. Because of the interconnected nature of family businesses and the intercompany debts, I did not prepare loan and security document in respect of the Rock Garden Advances until April 2025. Nevertheless, it was always my intention that the Rock Garden Advances would be secured by way of a general security agreement regarding the assets of the Golf Club.

21. When it looked like 785 Ontario might become embroiled in the Receivership proceedings, Rock Garden took steps to formalize its security by way of a General Security Agreement between 785 Ontario, as debtor, and Rock Garden, as secured party, dated April 1, 2025 (the “**Rock Garden GSA**”). A copy of the Rock Garden GSA is attached hereto and marked as **Exhibit “B”**.

22. The Rock Garden GSA secures the performance and payment of all obligations, debts and liabilities of 785 Ontario, including all present or future and direct or indirect liabilities. It was registered under the PPSA on April 16, 2025, which predates the registration of the WMI GSA on May 12, 2025.

23. Rock Garden, which is a secured creditor senior in priority to Eisen, in respect of the assets of 785 Ontario does not support the expansion of the Receivership Order over the business and assets of the Golf Club. As explained below, I believe that the most advantageous path forward for the creditors is the Proposed Financing (defined below).

### **Proposed Financing**

24. I have been successful in refinancing the mortgages in first and second priority, on title to Golf Course Lands, which would repay these mortgages and provide necessary operating capital for the business (the “**Proposed Financing**”).

25. The Proposed Financing will be more than sufficient to repay the first and second mortgages, held by Eisen and Goldy, respectively, the outstanding indebtedness for which is approximately \$18,328,455, divided as follows:

(a) \$11,446,189.50 due to Eisen and Windsor, as of April 8, 2025. Attached as **Exhibit “C”** is a copy of a letter from Chaitons LLP to my counsel at Blaney McMurtry LLP dated April 16, 2025; and

(b) \$6,882,266.98 due to Goldy, as of March 28, 2025. Attached as **Exhibit “D”** is a copy of the mortgage statement provided by Goldy’s counsel to my counsel on March 28, 2025.

26. The Proposed Financing will include sufficient funds to continue to fund the operation of the Golf Club as well as paying the outstanding arrears in property tax, an interest reserve, and an amount to retire the amount, if any, properly due under the construction lien registered on the Golf Course Lands.

27. The Proposed Financing would be secured by a mortgage in first position registered against the Golf Course Lands (subject to the terms of the Receivership Order, as defined below), and the charge bearing instrument number SC1916092 (the “**Third Mortgage**”), would remain unaffected and subordinate to this.

28. I anticipate receipt of a commitment letter in respect of this loan imminently. I will provide that commitment letter to the parties upon receipt and will swear a supplemental affidavit to put it into the record.

29. The Proposed Financing is expected to be unconditional but for the requirement that it rank in first place priority over the Golf Course Lands. Since all other interests registered against the land will be retired by this proposed facility, the only obstacle is the Third Mortgage.

30. The Third Mortgage is also held by Eisen/Windsor (as defined below). I am advised by my counsel that their counsel has repeatedly advised they will not postpone their mortgage in favour of prior financing. Below, I will explain the nature of the Third Mortgage and why I believe it is unreasonable for the Third Mortgage to compromise the Proposed Financing.

***The Highway 27 Property – the Windsor Mortgage and the Guarantee***

31. The Third Mortgage relates solely to a guarantee that I provided, in my personal capacity, on another completely unrelated property municipally known as 11720 Highway 27, Vaughan, Ontario (the “**Highway 27 Property**”), and was always intended to be a collateral charge. Attached as **Exhibit “E”** is a copy of the parcel register for the Highway 27 Property.

32. The Highway 27 Property is owned by an Ontario corporation, First Global Financial Corp. (“**First Global**”). The sole director of First Global is Elena Salvatore (“**Elena**”), but my understanding is that her spouse, Vince Salvatore (“**Vince**”), is the individual in charge of the day-to-day management of the company and the Highway 27 Property. Attached as **Exhibit “F”** is a copy of First Global’s corporate profile report.

33. Until the recent past, I had a long-standing amicable professional and personal relationship with both Elena and Vince.

34. In or about the spring of 2022, Vince approached me regarding the Highway 27 Property, as he was seeking financing. Vince approached me as he was familiar with my extensive background in the real estate industry, which spans over fifty years, and my network of potential lenders, which he was seeking to leverage.

35. I agreed to assist Vince, and contacted Eisen, a private lender in the real estate industry and a close family friend. Eisen and I had a long-standing relationship and Eisen agreed to syndicate a loan, with Windsor Private Capital and Windsor II Limited Partnership (together, “**Windsor**”), in the amount of \$25,000,000.00 (the “**Windsor Loan**”), with the condition that I would personally guarantee this loan, which I agreed to do.

36. On or about July 15, 2022, the loan documents with respect to a \$25,000,000.00 loan from Eisen and Windsor, to First Global, were executed (the “**Windsor Loan**”) and I executed a guarantee related to this loan, in his personal capacity (the “**Guarantee**”). Attached as **Exhibit “G”** is a copy of the Guarantee, dated July 15, 2022.

37. At the time the Guarantee was executed, the Highway 27 Property was valued at \$85,000,000.00, pursuant to an appraisal conducted by Cushman & Wakefield on May 4, 2022 and attached here as **Exhibit “H”**. As such, I believed there was more than enough equity in the land that the Guarantee posed a very low risk and would not be called upon even if First Global defaulted on the Windsor Loan.

38. On or about July 21, 2022, a charge bearing instrument number YR3455578 was registered on title to the Highway 27 Property, in favour of Eisen and Windsor (the “**Windsor Mortgage**”). Attached as **Exhibit “I”** is a copy of the Windsor Mortgage.

39. The Windsor Mortgage provided for a collateral charge to be registered, in third priority, to be registered against the Golf Course Lands, which was agreed to at the time. As such, on the same day as the Windsor Mortgage was registered, a charge bearing instrument number SC1916092, in the amount of \$5,000,000.00 was registered by Windsor against the Golf Course Lands, which is

the Third Mortgage. Attached as **Exhibit “J”** is a copy of the parcel register for the Golf Course Lands, and attached as **Exhibit “K”** is a copy of the Third Mortgage.

40. On May 16, 2024, counsel for Eisen and Windsor sent a demand letter to First Global, for the outstanding indebtedness pursuant to the Windsor Mortgage in the amount of \$27,300,000.00 as First Global was behind on payments. Attached as **Exhibit “L”** is a copy of the letter dated May 16, 2024.

41. On September 27, 2024, Eisen and Windsor issued a notice of sale on the Highway 27 Property (the “**Notice of Sale**”). Attached as **Exhibit “M”** is a copy of the Notice of Sale.

#### *The Fort Erie Mortgage and the Hoffner Mortgage*

42. During the course of Eisen and Windsor’s enforcement efforts on the Highway 27 Property, I discovered that on April 12, 2024, without my knowledge or consent, Vince placed a second mortgage in the amount of \$45,000,000.00, registered against the Highway 27 Property as instrument number YR3670957 and in the favour of the following mortgagees (the “**Fort Erie Mortgage**”):

- (a) Fort Erie Hills Inc.
- (b) Bridle Park Inc.
- (c) Bridle Park II Inc.
- (d) Clearview Garden Estates Inc.
- (e) Clearview Park Inc.

A copy of the Fort Erie Mortgage is attached as **Exhibit “N”**,

43. I don't believe that any funds were advanced pursuant to the Fort Erie Mortgage, and that it is a fraudulent mortgage that was deliberately placed on the Highway 27 Property to personally benefit Vince and/or Elena.

44. I also learned that on June 6, 2024, again without my knowledge or consent, First Global obtained a loan of \$10,000,000.00, secured by a mortgage on title to the Highway 27 Property bearing instrument number YR3684667 and in favour of Randy Hoffner, Pauline Hoffner and TGP Global Partners Limited (the “**Hoffner Mortgage**”). I believe that it is from the Hoffner Mortgage advances that First Global paid Eisen and Windsor \$3,500,000.00 to bring the Windsor Mortgage up to good standing, while retaining \$6,500,000.00 for themselves under the pretence of paying off the Fort Erie Mortgage.

45. At no point was I, as guarantor, made aware of either the Fort Erie Mortgage or the Hoffner Mortgage. This as a concealment of material financial information and a breach of good faith and proper disclosure obligations, which fundamentally changed what was agreed to when I signed the Guarantee and unfairly increased my exposure on the Highway 27 Property.

46. As such, I have instructed my counsel, in the meantime, to bring a claim against First Global given their misrepresentations, concealment, and bad faith actions, and the enforceability and validity of the Guarantee given this material change in circumstances.

***Third Mortgage Should Not Stand in the Way of the Proposed Financing***

47. In any event, even if that guarantee is found to be valid and/or enforceable, there is sufficient equity in the Highway 27 Property such that the indebtedness owing under the first mortgage on that property will be paid in full, and my Guarantee on it will likely not require to be enforced.

48. Given the existing equity in the Highway 27 Property any aggressive efforts to collect on the Third Mortgage are premature and detrimental to all stakeholders with interests in the Golf Course Lands and these Receivership proceedings. I believe that the approval of the Proposed Financing would eliminate the likelihood of a distressed or 'fire sale' of the Golf Course Lands and maximize value for all creditors.

49. If the Proposed Financing is not approved, there is a substantial risk that: a) the Golf Club operations will be disrupted or ceased entirely, including the employment of over 100 employees; b) the property's value will be diminished; and c) Eisen and Goldy will not receive full payment of the amounts owed to them.

50. In contrast, the significant equity cushion in the Highway 27 Property provides nearly absolute certainty that the Windsor Mortgage will be paid in full from the sale proceeds, rendering the collateral charge against the Golf Course Lands redundant security. This situation creates very little risk and proposes a benefit for all parties if the Proposed Financing is approved.

51. The refinancing is a preferable way to deal with the Applicant's concerns as opposed to a full blown Receivership of the Golf Club, which seems unnecessary when the Applicant (as well as Goldy) can be satisfied through the Proposed Refinancing.

**Turf Care Issues**

52. Turf Care Financial Ltd., Care Lending Group Limited operating as Turf Care Financial and Turf Care Products Canada Ltd. (collectively, “**Turf Care**”) have commenced an application under the PPSA for possession of leased equipment used in the day to day operations of the Golf Club.

53. Turf Care made demand in respect of its leases with WMI on March 26, 2025 based on non-monetary defaults, such as the issuance of the Receivership Order. At all relevant times, including since the time when the demand was made, WMI/785 Ontario has been paying its obligations under the Turf Care leases and the leases are current.

54. On March 26, 2025, Turf Care also issued demands and section 244 notices in respect of an alleged debt relating to 29 unpaid invoices from October 2022 to October 2023 for the supply of attachments, accessories and replacement parts for the leased equipment. These invoices total \$48,876.57, plus interest of \$15,363.80 calculated up to March 24, 2025.

55. Woodington disputes the legitimacy of these alleged invoices. To the extent any parts were provided for the leased equipment, this was done without the prior approval of WMI/785 Ontario. Invoices were not provided by Turf Care to WMI when the parts were said to have been provided. Given that these invoices relate to parts dating back to 2022 and 2023, it is impossible to confirm whether the parts were actually provided. When invoices were provided to WMI, we disputed the charges on the invoices. We also followed up with Turf Care on numerous occasions to get clarification and details of the alleged parts that were supplied, but we never received anything in support of the invoices.

56. While the obligation that Turf Care is making demand on is being disputed, we are prepared to pay the approximately \$63,000 into Court to address the dispute and give Turf Care comfort that, if the amount is found to be valid, there are sufficient funds to pay them.

57. Since there are no monetary defaults relating to the leased equipment, we are of the view that granting the possession order in favour of Turf Care is not appropriate and, in fact, would be completely prejudicial to the Golf Club's ability to operate its business. Removing the equipment during the Golf Course's very short, busy season would be detrimental to the business. On the flip side, no harm is going to come to the equipment if WMI/785 Ontario keeps using it for the balance of the golf season. If the dispute persists after the business' restructuring has been completed, Turf Care can seize its equipment at that time. To do so now effectively guarantees a much lower realization value for the Golf Club since it would no longer be operating as a business.

58. The proposed possession order would potentially compromise the ability of the Proposed Financing to pay out the first and second mortgage on the Golf Course Lands and preserve the Golf Club business for the benefit of all stakeholders.

59. I make this affidavit in response to the motion by Eisen to expand the Receivership Order to the Golf Club and for no improper purpose.

**SWORN REMOTELY BEFORE ME** by  
Joseph Chetti residing in the City of  
Kleinburg, in the Province of Ontario before  
me, in the City of Toronto, in the Province  
of Ontario, on the 16<sup>th</sup> day of June, 2025, in  
accordance with O. Reg. 431/20,  
Administering or Declaration Remotely.



---

Commissioner for Taking Affidavits  
**Alexandra Teodorescu**  
LSO # 63889D

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**Joseph Chetti**

58. The proposed possession order would potentially compromise the ability of the Proposed Financing to pay out the first and second mortgage on the Golf Course Lands and preserve the Golf Club business for the benefit of all stakeholders.

59. I make this affidavit in response to the motion by Eisen to expand the Receivership Order to the Golf Club and for no improper purpose.

SWORN REMOTELY BEFORE ME by  
Joseph Chetti residing in the City of Kleinburg,  
in the Province of Ontario before me, in the City  
of Toronto, in the Province of Ontario, on the 16<sup>th</sup>  
day of June, 2025, in accordance with O. Reg.  
431/20, Administering or Declaration Remotely.

Commissioner for Taking Affidavits  
ALEXANDRA TEODORESCU,  
LSO # 63889D



Joseph Chetti

This is Exhibit "A" referred to in the Affidavit of Joseph Chetti sworn by Joseph Chetti of the City of Kleinburg, in the Province of Ontario, before me, at the City of Toronto, in the Province of Ontario, this 16<sup>th</sup> day of June 2025, in accordance with *O.Reg. 431/20, Administering Oath or Declaration Remotely*.



---

*Commissioner for taking affidavits (or as June be)*

**Alexandra Teodorescu, LSO# 63889D**

## Enquiry Result

File Currency: 12JUN 2025



All Pages



Show All Pages

**Note: All pages have been returned.**

Type of Search	Business Debtor						
Search Conducted On	1000736785 ONTARIO LIMITED						
File Currency	12JUN 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	514225386	1	5	1	8	14MAR 2030	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
514225386		001	1		20250314 1610 1590 1976	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name				Ontario Corporation Number
	WOODINGTON MANAGEMENT INC.				
	Address		City	Province	Postal Code
	7110 4TH LINE		TOTTENHAM	ON	L0G 1W0

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name				Ontario Corporation Number
	1000736785 ONTARIO LIMITED				
	Address		City	Province	Postal Code
	156 CAPNER COURT		KLEINBURG	ON	L0J 1C0

Secured Party	Secured Party / Lien Claimant				
	CARE LENDING GROUP INC.				
	Address		City	Province	Postal Code
	200 PONY DRIVE		NEWMARKET	ON	L3Y 7B6

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	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.	

General Collateral Description	General Collateral Description				

Registering Agent	Registering Agent			
	WILSON VUKELICH LLP (PZ, FILE 50-2501)	18		
Address	60 COLUMBIA WAY, 7TH FLOOR	City	Province	Postal Code
		MARKHAM	ON	L3R 0C9

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	1000736785 ONTARIO LIMITED								
File Currency	12JUN 2025								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	514225953	2	5	2	8	14MAR 2030			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
514225953		001	2		20250314 1633 1590 1985	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	WOODINGTON MANAGEMENT INC.								
	Address			City	Province	Postal Code			
	7110 4TH LINE			TOTTENHAM	ON	L0G 1W0			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	1000736785 ONTARIO LIMITED								
	Address			City	Province	Postal Code			
	156 CAPNER COURT			KLEINBURG	ON	L0J 1C0			
Secured Party	Secured Party / Lien Claimant								
	CARE LENDING GROUP INC.								
	Address			City	Province	Postal Code			
	200 PONY DRIVE			NEWMARKET	ON	L3Y 7B6			
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								
	ALL PRESENT AND FUTURE GOODS LEASED BY THE SECURED PARTY TO THE DEBTOR, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND								
Registering Agent	Registering Agent								
	WILSON VUKELICH LLP (PZ, FILE 50-2501)								
	Address			City	Province	Postal Code			
	60 COLUMBIA WAY, 7TH FLOOR			MARKHAM	ON	L3R 0C9			

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	1000736785 ONTARIO LIMITED								
File Currency	12JUN 2025								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	514225953	2	5	3	8	14MAR 2030			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
514225953		002	2		20250314 1633 1590 1985				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	15OCT1948	JOSEPH				CHETTI			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
	156 CAPNER COURT			KLEINBURG	ON	L0J 1C0			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	16OCT1948	JOSEPH				CHETTI			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
	156 CAPNER COURT			KLEINBURG	ON	L0J 1C0			
Secured Party	Secured Party / Lien Claimant								
	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								
	ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY OF THE FOREGOING.								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	1000736785 ONTARIO LIMITED						
File Currency	12JUN 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	514437525	3	5	4	8	21MAR 2030	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
514437525		001	1		20250321 1624 1590 2994	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	WOODINGTON MANAGEMENT INC.				
	Address		City	Province	Postal Code
	7110 4TH LINE		TOTTENHAM	ON	L0G 1W0

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	1000736785 ONTARIO LIMITED				
	Address		City	Province	Postal Code
	156 CAPNER COURT		KLEINBURG	ON	L0J 1C0

Secured Party	Secured Party / Lien Claimant				
	TURF CARE PRODUCTS CANADA LIMITED				
	Address				
	200 PONY DRIVE				
	NEWMARKET				
	ON				
	L3Y 7B6				

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				
Registering Agent	Registering Agent				
	WILSON VUKELICH LLP				
	Address				
	710-60 COLUMBIA WAY				
	MARKHAM				
	ON				
	L3R 0C9				

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	1000736785 ONTARIO LIMITED						
File Currency	12JUN 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	515323944	4	5	5	8	16APR 2030	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
515323944		001	1		20250416 1500 1590 7012	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	1000736785 ONTARIO INC.				
	Address		City	Province	Postal Code
	156 CAPNER COURT		KLEINBURG	ON	L0J 1C0

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code
	156 CAPNER COURT		KLEINBURG	ON	L0J 1C0

Secured Party	Secured Party / Lien Claimant				
	ROCK GARDEN DEVELOPMENT CORPORATION				
	Address				
	156 CAPNER COURT				

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				
Registering Agent	Registering Agent				
	BLANEY McMURTRY LLP (D. ULLMANN)				
	Address	City		Province	Postal Code
	1500-2 QUEEN STREET EAST, MARITIME LIFE	TORONTO		ON	M5C 3G5

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	1000736785 ONTARIO LIMITED						
File Currency	12JUN 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	516176442	5	5	6	8	12MAY 2030	

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## FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
516176442		001	1		20250512 1611 1590 0257	P PPSA	5

<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>	<b>Initial</b>	<b>Surname</b>
<b>Business Debtor</b>	<b>Business Debtor Name</b>			<b>Ontario Corporation Number</b>
	WOODINGTON MANAGEMENT INC.			
	<b>Address</b>		<b>City</b>	<b>Province</b>
	7110 4TH LINE		TOTTENHAM	ON
				L0G 1W0

<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>	<b>Initial</b>	<b>Surname</b>	
<b>Business Debtor</b>	<b>Business Debtor Name</b>			<b>Ontario Corporation Number</b>	
	<b>Address</b>		<b>City</b>	<b>Province</b>	<b>Postal Code</b>

<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>			
	MELVYN EISEN			
	<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
	70 BOND STREET, SUITE 200	TORONTO	ON	M5B 1X3

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.

<b>General Collateral Description</b>	<b>General Collateral Description</b>

<b>Registering Agent</b>	CHAITONS LLP (DB/85974)			
<b>Address</b>	5000 YONGE STREET, 10TH FLOOR	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
		TORONTO	ON	M2N 7E9

**CONTINUED**

Type of Search	Business Debtor						
Search Conducted On	1000736785 ONTARIO LIMITED						
File Currency	12JUN 2025						
	File Number	Family	of Families	Page	of Pages		
	516176442	5	5	7	8		

**FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT**

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	2		20250513 0928 1590 0286	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	516176442			H PRT TRN		

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	<b>Business Debtor Name</b>		
	WOODINGTON MANAGEMENT INC.		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	<b>Business Debtor Name</b>			Ontario Corporation Number
	1000736785 ONTARIO LIMITED			
	Address	City	Province	Postal Code
	156 CAPNER COURT	KLEINBURG	ON	L0J 1C0

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
	PURSUANT TO SECTION 48(2) OF THE PERSONAL PROPERTY SECURITY ACT, THIS IS A REGISTRATION TO PERFECT A SECURITY INTEREST OVER CERTAIN COLLATERAL PLEDGED IN FAVOUR OF THE SECURED PARTY, WHICH WAS

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	CHAITONS LLP (DB/85974)

	<b>Address</b>		<b>City</b>	<b>Province</b>	<b>Postal Code</b>
	5000 YONGE STREET, 10TH FLOOR	<b>25</b>	TORONTO	ON	M2N 7E9

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	1000736785 ONTARIO LIMITED						
File Currency	12JUN 2025						
	File Number	Family	of Families	Page	of Pages		
	516176442	5	5	8	8		

**FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT**

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		002	2		20250513 0928 1590 0286	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	516176442					

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		

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

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
	TRANSFERRED BY WOODINGTON MANAGEMENT INC. TO 1000736785 ONTARIO
	LIMITED WITHOUT THE CONSENT OF THE SECURED PARTY.

Registering Agent	Registering Agent or Secured Party/ Lien Claimant

LAST PAGE

**Note: All pages have been returned.**[BACK TO TOP](#)

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Last Modified: May 04, 2025

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This is Exhibit “B” referred to in the Affidavit of Joseph Chetti sworn by Joseph Chetti of the City of Kleinburg, in the Province of Ontario, before me, at the City of Toronto, in the Province of Ontario, this 16<sup>th</sup> day of June 2025, in accordance with *O.Reg. 431/20, Administering Oath or Declaration Remotely*.



---

*Commissioner for taking affidavits (or as June be)*

**Alexandra Teodorescu, LSO# 63889D**

**GENERAL SECURITY AGREEMENT**

Debtor: 1000736785 Ontario Inc.

Secured Party: Rock Garden Development Corporation

**GENERAL SECURITY AGREEMENT**  
(Business Debtor)

**PARTIES**

**Debtor**

Name: 1000736785 ONTARIO INC.  
Address: 156 Capner Court, Kleinburg, ON, L0J 1C0

**Secured Party**

Name: ROCK GARDEN DEVELOPMENT  
CORPORATION  
Address: 156 Capner Court, Kleinburg, ON, L0J 1C0

**EFFECTIVE DATE**

as of April 1, 2025

---

1. **Grant of Security Interest**

For valuable consideration (the receipt and sufficiency of which each of the parties hereto hereby acknowledges) the Debtor hereby grants to the Secured Party a security interest (to which the *Personal Property Security Act* (Ontario) and the regulations thereto, as the same may be amended from time to time (the “**PPSA**”) applies) in and grants, mortgages and charges as and by way of a fixed and specific mortgage and charge to and in favour of the Secured Party, all of the Debtor’s rights, title and interests in and to each and every property described or referred to below (collectively, the “**Collateral**”), all pursuant to and in accordance with the provisions of this Agreement.

## 2. Description of Collateral

The Collateral includes all of the following personal property and fixtures, and all of the leasehold interests and other property described in paragraph 2.(j) below:

- (a) all goods now or hereafter comprising part of the inventory of the Debtor and all interests, rights and benefits, both present and future of the Debtor in or to inventory including, without limitation, goods now or hereafter held for sale or lease or furnished or to be furnished under a contract of service or that are raw materials, work in process or materials used or consumed in a business or profession or finished goods;
- (b) all equipment now or hereafter owned by the Debtor and all interests, rights and benefits, both present and future, of the Debtor in or to equipment including, without limitation, office, warehouse and other furniture, fixtures, machinery, tools, rolling stock, vehicles, accessories, spare parts, supplies and other tangible personal property;
- (c) all fixtures now or hereafter owned by the Debtor and all interests, rights and benefits, both present and future, of the Debtor in or to fixtures;
- (d) all chattel paper now or hereafter owned or held by the Debtor and all interests, rights and benefits, both present and future, of the Debtor in, under or to chattel paper;
- (e) each and every document of title now or hereafter owned by the Debtor or of which the Debtor is or becomes a holder, whether negotiable or non-negotiable, including, without limitation, each and every warehouse receipt and bill of lading, and all interests, rights and benefits, both present and future, of the Debtor in, under or to each and every document of title;
- (f) each and every instrument now or hereafter owned by the Debtor or of which the Debtor is or becomes a holder, and all interests, rights and benefits, both present and future, of the Debtor in, under or to each and every instrument;
- (g) all investment property, security certificates and each and every security now or hereafter owned by the Debtor or of which the Debtor is or becomes a holder including, without limitation, all shares, stocks, warrants, bonds, debentures, debenture stock or the like issued by a corporation or other person, or a partnership, association or government, each and every option on futures, clearing house option, every financial asset and all interests, rights and benefits, both present and future, of the Debtor in, under or to each and every one of the foregoing;

- (h) all money of the Debtor and all money hereafter acquired by the Debtor and each and every account, debt, claim and demand of every nature and kind which is now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Debtor, or which the Debtor now has or may hereafter have and all interests, rights and benefits, both present and future of the Debtor in or to each and every account, debt, claim and demand including, without limitation, claims against the Crown and claims under insurance policies;
- (i) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation, environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively, "**Intellectual Property**");
- (j) each and every lease, agreement to lease and leasehold interest of the Debtor and all interests, rights and benefits, both present and future, of the Debtor, in, under or to the same, except the last day of any term of years reserved by any such lease or agreement therefor of which reversion of one day the Debtor shall stand possessed upon trust to assign and dispose of the same as the Secured Party shall direct;
- (k) each and every intangible now or hereafter owned by the Debtor or of which the Debtor is or becomes a holder, and all interests, rights and benefits, both present and future, of the Debtor in, under or to each and every intangible;
- (l) with respect to the property described in each of subparagraphs 2.(a) to 2.(k) inclusive, all substitutions and replacements thereof, improvements, increases, additions and accessions thereto and all interests, rights and benefits, both present and future, of the Debtor in, under or to the same;
- (m) with respect to the property described in each of subparagraphs 2. (a) to 2.(l) inclusive, identifiable or traceable personal property in any form derived directly or indirectly from any dealing with such property or the proceeds therefrom and includes any payment representing indemnity or compensation for loss of or damage to such property or proceeds therefrom; and
- (n) with respect to the property described in each of subparagraphs 2.(a) to 2.(m) inclusive, all books, accounts, invoices, letters, deeds, contracts, security, securities, instruments, bills, notes, writings, papers, documents and records in any form evidencing or relating thereto, and all other rights and benefits to which the Debtor is now or may hereafter become entitled in respect thereof.

In this Agreement, the words “accessions”, “account”, “certificated security”, “chattel paper”, “clearing house option”, “document of title”, “equipment”, “financial asset”, “goods”, “instrument”, “intangible”, “inventory”, “investment property”, “money”, “motor vehicle”, “option on futures”, “personal property”, “proceeds”, “security”, “security certificate”, “security interest”, “uncertificated security” and “vehicle identification number” shall have the same meanings as their defined meanings in the PPSA. In this Agreement, each reference to “Collateral” shall, unless the context otherwise requires, include and be read as “Collateral or any part thereof”. All words not defined in this Agreement, shall have the same meanings as their defined meanings in the PPSA, as the context dictates.

All of the Collateral, insofar as the same is not intangible property, is now and will hereafter be kept at the address set out above.

### 3. **Secured Obligations**

The security interests, mortgages and charges granted hereby secure all of the following (collectively, the “**Obligations**”): both the performance and the payment to the Secured Party of all obligations, debts and liabilities (including, without limitation, on account of damages) of the Debtor to the Secured Party, present or future, direct or indirect, absolute or contingent, liquidated or unliquidated, matured or not, wheresoever and howsoever incurred,

- (a) whether arising under this or any other agreement (whether written or oral), instrument or writing;
- (b) whether arising from dealings between the Secured Party and the Debtor or from other dealings or proceedings by which the Secured Party may be or become in any manner whatever a creditor, obligee or promisee of the Debtor;
- (c) whether incurred by the Debtor alone or with another or others;
- (d) whether incurred by the Debtor as principal, surety, indemnitor, obligor or promisor; and
- (e) whether such obligations, debts and liabilities are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again,

all including, without limitation, all interest, commissions, legal and other costs, charges and expenses payable in connection with any and all of the foregoing and, in addition thereto, the Expenses (provided for and defined below).

### 4. **Attachment**

- (1) Each of the Debtor and the Secured Party acknowledges and confirms that the security interests, mortgages and charges granted hereby shall attach:

- (a) forthwith upon the Effective Date with respect to each and every property included in the Collateral and in which the Debtor then has rights; and
- (b) forthwith upon the Debtor first acquiring rights in each and every property included in the Collateral and in which the Debtor first acquires such rights subsequent to the Effective Date.

For greater certainty, without in any way limiting the above, each of the Debtor and the Secured Party acknowledges and confirms that they have not agreed to postpone the time for attachment of the said security interests, mortgages and charges.

- (2) Notwithstanding the provisions of paragraph 4(1) above, it is acknowledged that the attachment of a security interest in investment property, security certificates or any component thereof or any other financial asset may not occur until such time as the parties have complied with the provisions of the PPSA relating to attachment of a security interest to investment property, security certificates or any component thereof or any other financial asset.
- (3) The Debtor hereby agrees with the Secured Party that at any time while any of the Obligations remain outstanding and not satisfied in full by the Debtor, the Secured Party shall have the right to require the Debtor to execute any and all documents necessary or advisable, as determined by the Secured Party, in order to provide for attachment of any or all investment property and security certificates of the Debtor in compliance with the provisions of the PPSA.

## 5. **Debtor's Warranties**

The Debtor hereby represents and warrants to and covenants with the Secured Party as follows and acknowledges that the Secured Party is, in part, relying upon such representations, warranties and covenants in accepting the security interests, mortgages and charges granted upon the terms of this Agreement:

- (a) Title to Collateral: The Debtor is the absolute and beneficial owner of the Collateral and none of the Collateral is held in the name of any person other than the Debtor, whether as agent, trustee or other nominee for the Debtor, and all registrations and filings which may be required to preserve the Debtor's title, rights or other interests in the Collateral vis-a-vis others have been made.
- (b) No Encumbrances: The Collateral is and shall at all times be kept free and clear of any and all, mortgages, hypothecs, pledges, claims, adverse claims, demands, liens, charges, security interests, encumbrances, agreements, rights and equities of any kind whatsoever other than those given by the Debtor to or in favour of Secured Party.

- (c) Due Authorization: The Debtor has the corporate power and capacity to enter into this Agreement and to do all acts and things as are required or contemplated hereunder to be done, observed and performed by it.
- (d) Right to Grant: The Debtor has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement and the Debtor shall at all relevant times have the full right, power and authority to perform its obligations hereunder and to grant the security interests, mortgages and charges as herein provided.
- (e) No Default: The entering into of this Agreement and the performance by the Debtor of its obligations hereunder does not and will not contravene, breach or result in any default under any agreement to which the Debtor is a party or by which the Debtor or any of its properties or assets may be bound and will not result in or permit the acceleration of the maturity of any indebtedness, liability or obligation of the Debtor under any such agreement.
- (f) No Litigation: Except as disclosed in writing to the Secured Party, there is no court, administrative, regulatory or similar proceeding (whether civil, quasi-criminal or criminal), arbitration or other dispute settlement procedure, investigation or enquiry by any government body, or any similar matter or proceeding (collectively, “proceedings”) against or involving the Debtor (whether in progress or threatened) which, if determined adversely to the Debtor, would adversely affect its business, property, financial condition or prospects or its ability to perform any of the provisions of this Agreement. No event has occurred which might give rise to any proceedings and there is no judgment, decree, injunction, rule, award or order of any governmental body outstanding against the Debtor which has or may have an adverse effect on its business, property, financial condition or prospects.
- (g) Re Intellectual Property: All Intellectual Property applications and registrations are valid and in good standing and the Debtor is the owner of each of such applications and registrations.

## 6. **Debtor's Covenants**

The Debtor covenants and agrees with the Secured Party that:

- (a) Obligations: The Debtor shall pay, perform, satisfy, fulfil and discharge the Obligations when due.
- (b) Possession/Description: Forthwith upon request by the Secured Party, the Debtor shall deliver possession of the Collateral to the Secured Party and shall, if requested by the Secured Party, deliver forthwith to the Secured Party such

further details respecting the Collateral and, if the Collateral includes fixtures or crops, or oil, gas or other minerals to be extracted, or timber to be cut, identification and legal description (in registerable form) of the lands concerned. Such further details and legal description so delivered shall be deemed to be contained in and form part of this Agreement.

## 7. **Events of Default**

Forthwith upon the occurrence of any of the following events (an "**Event of Default**"), the Obligations will, without the Secured Party being required to give notice or demand, become due and payable in full and, to the extent applicable, be required to be fully performed:

- (a) the failure of the Debtor to pay when due any payment of any of the Obligations;
- (b) the failure of the Debtor to perform any of the Obligations;
- (c) any representation, warranty, statement or report which is false or incorrect in any respect having been made or given by the Debtor to the Secured Party, whether contained herein or in any other agreement (written or oral), instrument or writing;
- (d) the failure or inability of the Debtor to pay any of its debts or liabilities as the same fall due;
- (e) the occurrence of a default by the Debtor under any agreement, instrument or writing entered into by the Debtor with any person(s);
- (f) the Debtor making or agreeing to make an assignment, disposition or conveyance, whether by way of sale or otherwise, of its assets in bulk;
- (g) the abandonment by the Debtor of the Collateral or any part thereof;
- (h) the Debtor ceasing or threatening to cease carrying on its business or any of its businesses;
- (i) the Debtor taking any action or commencing any proceeding or any action or proceeding being taken or commenced by another person or persons against the Debtor in respect of the liquidation, dissolution or winding-up of the Debtor, including without limitation, any action or proceeding under the *Winding Up and Restructuring Act*, the *Business Corporations Act* (Ontario), the Canada Business Corporations Act or other similar legislation whether now or hereinafter in effect;
- (j) the Debtor taking any action or commencing any proceeding or any action or proceeding being taken or commenced by another person or persons against the

Debtor relating to the reorganization, readjustment, compromise or settlement of the debts owed by the Debtor to its creditors where such reorganization, readjustment, compromise or settlement shall affect a substantial portion of the Debtor's assets, including without limitation, the filing of a notice of intention to make a proposal or the filing of a proposal pursuant to the provisions of the *Bankruptcy and Insolvency Act*, the making of an order under the *Companies' Creditors Arrangements Act* or the commencement of any similar action or proceeding by the Debtor or such person or persons;

- (k) the Debtor committing or threatening to commit any act of bankruptcy pursuant to or set out under the provisions of the *Bankruptcy and Insolvency Act*;
- (l) the filing of an application for a bankruptcy order against the Debtor pursuant to the provisions of the *Bankruptcy and Insolvency Act*;
- (m) any execution, sequestration or other process of any court or other tribunal becoming enforceable against the Debtor or a distress or analogous action or proceeding being taken, commenced or issued against the Debtor or levied upon or in respect of the Collateral or any part thereof, or any lien, trust claim or any other right or entitlement against or in respect of the Collateral or any part thereof becoming effective, including, without limitation, a warrant of distress of any rent in respect of any premises occupied by the Debtor or any premises in or upon which the Collateral or any part thereof may at any time be situate;
- (n) a receiver, interim receiver, receiver and manager, agent, liquidator or other similar administrator being appointed in respect of the Collateral or any part thereof or the taking by a secured party, lien claimant, other encumbrancer, judgement creditor or a person asserting similar rights of possession of the Collateral or any part thereof;
- (o) the loss, damage, destruction or confiscation of any part of the Collateral, unless upon such event, the Debtor pays to the Secured Party forthwith such amount as the Secured Party in its absolute and uncontrolled discretion determines is satisfactory;
- (p) the Secured Party in good faith and having commercially reasonable grounds for believing that the ability of the Debtor to pay any monies hereby secured or to perform any requirement of any provision contained in this Agreement or any other agreement (written or oral), instrument or writing heretofore or hereafter given by the Debtor to the Secured Party is impaired or that the Collateral is in danger of being lost, damaged, destroyed or confiscated; and
- (q) the failure of the Debtor to execute and deliver to the Secured Party any documentation required by the Secured Party from time to time to provide for the

attachment of the security interest of the Secured Party with respect to any investment property or security certificates owned by the Debtor or any component thereof or any other financial asset of the Debtor in respect of which the security interest of the Secured Party has not yet attached.

## 8. **Rights and Remedies**

Forthwith upon the occurrence of an Event of Default, the security interests, mortgages and charges granted herein shall be enforceable and the Debtor and the Secured Party shall have, in addition to any other rights and remedies provided by law, the rights and remedies of a debtor and a secured party respectively under the PPSA and those provided by this Agreement. In addition, the Secured Party may take possession of the Collateral and enforce any rights of the Debtor in respect of the Collateral by any method available in or permitted by law and may require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at any place as may be designated by the Secured Party.

## 9. **Expenses**

The reasonable costs and expenses of the Secured Party in the preparation, execution and delivery of this Agreement, the registration of this Agreement or of notices, financing statements or other filings in respect thereof, the reasonable costs and expenses of the Secured Party in connection with the preparation or review of waivers, consents, amendments, subordination agreements or other matters pertaining to the subject matter of this Agreement, the reasonable costs and expenses expressly provided for in the PPSA and, in addition thereto, the cost of any insurance, taxes, solicitor's fees, costs and other legal expenses and all other costs, charges and expenses of or incurred (on a full indemnity basis) by the Secured Party in respect of any of the foregoing and in respect of the enforcement of the Obligations, including taking possession, custody, holding, preserving, protecting, repairing, using or operating, collecting, realizing, processing, preparing for disposition and disposing of the Collateral (collectively, the "**Expenses**") shall be payable by the Debtor to the Secured Party forthwith upon demand, shall be deemed advanced to the Debtor by the Secured Party, shall bear interest at a rate equal to the Prime Rate (defined below) plus 4% per annum calculated, both before and after demand, maturity, default and judgment, from the date each of the Expenses, respectively, was incurred until fully paid by the Debtor and shall be secured by this Agreement.

**"Prime Rate"** means the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

The Debtor authorizes the Secured Party to designate, in its sole discretion, any number of years as the registration period in any financing statement or financing change statement

filed with respect to this Agreement or any other agreement delivered by the Debtor to the Secured Party (“**Designated Period**”).

The Debtor acknowledges and confirms that:

- (a) all registration costs in connection with the filing of the aforesaid financing statements or financing change statements are and shall be reasonable and shall form part of the Expenses;
- (b) the designation of the number of years comprising the Designated Period shall not constitute an acknowledgement by or commitment or other obligation of the Secured Party to provide financial assistance (whether by loan, agreement or otherwise) to the Debtor at any time or from time to time during the Designated Period; and
- (c) the Secured Party shall be entitled to exercise all of its rights and remedies provided for in this Agreement forthwith upon the occurrence of an Event of Default notwithstanding that such Event of Default may occur prior to the expiration of the Designated Period.

## 10. **Notice of Disposition**

Unless not required to do so by applicable law, the Secured Party shall give to the Debtor at least 15 days written notice of the Secured Party’s intention to dispose of the Collateral. Such notice may be sent by registered mail to the last known post office address of the Debtor.

## 11. **Receiver - Appointment**

The Secured Party may take proceedings in any court of competent jurisdiction for the appointment of a receiver, interim receiver or a receiver and manager (the “**receiver**”) of the Collateral or of any part thereof or may by instrument in writing appoint any person to be a receiver of the Collateral or of any part thereof and may remove any receiver so appointed by the Secured Party and appoint another in his stead.

## 12. **Receiver - Powers**

Any receiver appointed hereunder by instrument in writing shall have power (a) to take possession of the Collateral or any part thereof and, without liability or obligation to the Debtor, to maintain, preserve and protect the same; (b) to carry on or concur in carrying on all or any part of the business or businesses of the Debtor; (c) to borrow money which such receiver, in its sole discretion, determines is required in connection with either or both of the powers provided for in paragraph (a) and (b); and (d) to dispose of the Collateral in whole or in part, and any such disposition may be by public sale (whether by auction, tender or otherwise),

private sale, lease or otherwise, and at such time and place and on such terms and for such price and manner of payment thereof, all as such receiver may, in its sole discretion, determine; provided that any such receiver shall be and is deemed to be the agent of the Debtor and the Secured Party shall not in any way be responsible for any misconduct, negligence or nonfeasance of any such receiver.

### 13. **Proceeds of Disposition/Deficiency**

Any proceeds of any disposition of any of the Collateral shall be applied by the Secured Party firstly on account of the Expenses, and any balance of such proceeds shall be applied by the Secured Party on account of the Obligations (other than the Expenses) in such order of application as the Secured Party may from time to time effect and the same shall not be subject to dispute by the Debtor. If such proceeds fail to satisfy the Obligations, the Debtor shall be liable for the full amount of the deficiency resulting to the Secured Party.

### 14. **General Provisions**

- (a) Discharge: The Debtor shall not be discharged from the Obligations by any extension of time, additional advances, renewals, amendments or extensions to this Agreement, any waiver by or failure of the Secured Party to enforce any provision of this Agreement or any other agreement, the taking of further security, releasing security, extinguishment of the security interests, mortgages and charges as to all or any part of the Collateral, or any other act except a release or discharge by the Secured Party of the security interests, mortgages and charges granted hereby upon the full payment and performance of the Obligations, at which time the Secured Party shall, at the Debtor's expense, deliver to the Debtor all certificated security, uncertificated security and any other financial asset held by the Secured Party and all necessary discharges and releases of the security interests, mortgages and charges granted hereby.

## (b) Other Security:

- (i) The security constituted by this Agreement is in addition to and not in substitution for any other security, guarantee or right from time to time held by the Secured Party;
- (ii) The Secured Party may realize upon or enforce all or part of any security, guarantee or right from time to time held by it in any order it desires and any realization by any means upon any security, guarantee or right shall not bar realization upon any other security, guarantee or right; and
- (iii) The taking of any action or proceeding or refraining from so doing or any other dealings with or in respect of any other security, guarantee or right from time to time held by the Secured Party shall not release or affect the security provided for in this Agreement and the taking of the security hereby granted or any proceedings hereunder for the realization of the security hereby granted shall not release or affect any other security, guarantee or right from time to time held by the Secured Party.

- (c) Waiver, etc.: No failure or delay on the part of the Secured Party to exercise any right provided for in or contemplated by this Agreement and no waiver as to an Event of Default hereunder shall operate as a waiver thereof unless made in writing and signed by the Secured Party and, in that event, such waiver shall operate only as a waiver of the right or Event of Default expressly referred to therein. Nothing in this Agreement and nothing referred to in the Obligations shall preclude any other remedy by action or otherwise for the enforcement of this Agreement or the payment and performance in full of the Obligations.
- (d) Secured Party Assignment: All rights and obligations of the Secured Party hereunder shall be freely assignable in whole or in part without the consent of the Debtor and in any action brought by any assignee to enforce such rights, the Debtor shall not assert against such assignee any claim, defence, right of set-off, or the benefit of any equities which the Debtor now has or may hereafter have against the Secured Party. For greater certainty, the obligations of the Debtor under this Agreement shall not be assignable without the prior written consent of the Secured Party, which consent may be unreasonably withheld.
- (e) Entire Agreement: This Agreement sets forth the entire intent and understanding of the parties relating to the subject matter hereof and supersedes and replaces all prior agreements and commitments, whether written or oral, made between the parties and all earlier discussions and negotiations between them. The parties are not relying upon and there are no collateral or other representations, warranties, agreements or covenants made by any of the parties hereto which are not contained herein.

- (f) Further Assurances: Each of the parties hereto shall and will, from time to time and at all times hereafter upon every reasonable written request so to do, make, do, execute and deliver, or cause to be made, done, executed and delivered, all such further papers, acts, deeds, assurances and things as may be necessary or desirable in the opinion of any party or counsel for any party, acting reasonably, for implementing and carrying out more effectually the true intent and meaning of this Agreement including, without limitation, to cause attachment of or to perfect or better perfect the security interests, mortgages and charges of the Secured Party in the Collateral or any part thereof.
- (g) Severability: In the event that any covenant or provision contained in this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining covenants and provisions shall not be affected or impaired thereby and all such remaining covenants and provisions shall continue in full force and effect. All covenants and provisions hereof are declared to be separate and distinct covenants or provisions, as the case may be.
- (h) Headings: All headings and titles in this Agreement are for convenience of reference only and shall not affect the interpretation of the terms hereof.
- (i) Gender, etc.: In construing this Agreement, all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require, and the verb agreeing therewith shall be construed as agreeing with the required word and pronoun. Words such as "hereunder", "hereto", "hereof", "herein" and other words commencing with "here" shall, unless the context clearly indicates the contrary, refer to the whole of this Agreement and not to any particular paragraph or part thereof.
- (j) Binding Effect: All rights of the Secured Party hereunder shall enure to the benefit of his successors and assigns and all obligations of the Debtor hereunder shall bind the Debtor, its successors and permitted assigns. Each reference to the Secured Party in this Agreement shall be deemed to include a reference to the Secured Party, his successors and assigns and each reference to the Debtor in this Agreement shall be deemed to include a reference to the Debtor, its successors and permitted assigns.
- (k) Re Liabilities: If more than one person executes this Agreement as Debtor, their obligations under this Agreement shall be joint and several.
- (l) Governing Law: This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. Each party irrevocably submits to the non-exclusive jurisdiction

of the courts of Ontario with respect to any matter arising hereunder or related hereto.

- (m) Notice: Subject to the specific requirements of the PPSA, any demand, notice, request, consent, approval or other communication required or permitted to be made or given by any party hereto to any other party hereto in connection with this Agreement shall be in writing and may be made or given by personal delivery to such party or by transmittal by facsimile transmission or similar electronic means of communication which produces a paper record to such party at the fax number noted on page 1 of this Agreement or, if a corporation, to a director thereof or, if postal services and deliveries are then operating, by mailing the same by prepaid registered post to such party at its address noted on page 1 of this Agreement or at such other address which the party to whom such communication is being given may have designated by notice given in accordance with the provisions of this paragraph. Any communication so delivered or transmitted by electronic means of communication shall be deemed to have been given and received on the day of delivery or transmittal, if a business day, or if not a business day, on the business day next following the day of delivery or transmittal, and any communication so mailed shall be deemed to have been given and received on the fourth business day following and exclusive of the date of mailing. In this paragraph, "business day" means any day except a Saturday, Sunday or statutory holiday in the Province of Ontario. Either party may give notice in writing to the other in the manner provided in this paragraph of any change of fax number or address of the party giving such notice, and from and after the giving of such notice, the fax number or address therein specified shall be deemed to be the fax number or address of such party for purposes of this paragraph.
- (n) Failure to Perfect: The Secured Party shall not be liable or accountable for any negligence or failure to perfect its security interests, mortgages and charges granted herein, seize, collect, realize, sell or obtain payment for 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 for the purpose of preserving the rights of the Debtor or any other person, firm or corporation in respect of same.
- (o) No Amendment: This Agreement may not be amended, altered or qualified except by a memorandum in writing signed by all of the parties hereto and any amendment, alteration or qualification hereof shall be null and void and shall not be binding upon any party who has not signed such memorandum.
- (p) Power of Attorney: The Secured Party, or any receiver appointed hereunder is hereby irrevocably constituted as the duly appointed lawful attorney of the Debtor in accordance with the *Powers of Attorney Act* (Ontario), with full power

to make, do, execute and deliver all such documents, assignments, acts, matters or things on behalf of the Debtor with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient. The power of attorney hereby granted is a power coupled with an interest and shall survive the dissolution, liquidation, winding-up or other termination of existence of the Debtor. The Debtor agrees to and does hereby ratify all acts done and all documents executed and delivered by the Secured Party pursuant to the power of attorney hereby granted and the Debtor hereby confirms that the Secured Party and all third parties are entitled to rely upon such ratification.

- (q) Time of Essence: Time shall be strictly of the essence of this Agreement and of every part thereof and no extension or variation of this Agreement shall operate as a waiver of this provision.
- (r) Debtor's Receipt: The Debtor hereby acknowledges receipt of a fully signed copy of this Agreement.

**IN WITNESS WHEREOF** the Debtor and the Secured Party have executed this Agreement under their respective seals and agree to be bound thereby as of the Effective Date set out above.

**1000736785 ONTARIO INC.**

Per:



Frances Chetti (Apr 15, 2025 16:10 EDT)

---

Name: Frances Chetti

Title: Authorized Signing Officer

*I Have Authority to Bind the Corporation.*

**ROCK GARDEN DEVELOPMENT  
CORPORATION**

Per:



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Joseph Chetti (Apr 15, 2025 16:13 EDT)

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Name: Joseph Chetti

Title: Authorized Signing Officer

*I Have Authority to Bind the Corporation.*

# GENERAL SECURITY AGREEMENT

Final Audit Report

2025-04-15

Created:	2025-04-15
By:	Ariyana Botejue (abotejue@blaney.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlg_yBGBMbfLpel4yLrvYSH6ykGpGaycB

## "GENERAL SECURITY AGREEMENT" History

-  Document created by Ariyana Botejue (abotejue@blaney.com)  
2025-04-15 - 7:42:37 PM GMT
-  Document emailed to Joseph Chetti (joechetti@icloud.com) for signature  
2025-04-15 - 7:42:44 PM GMT
-  Document emailed to Frances Chetti (joechetti@icloud.com) for signature  
2025-04-15 - 7:42:44 PM GMT
-  Email viewed by Frances Chetti (joechetti@icloud.com)  
2025-04-15 - 8:09:17 PM GMT
-  Document e-signed by Frances Chetti (joechetti@icloud.com)  
Signature Date: 2025-04-15 - 8:10:17 PM GMT - Time Source: server
-  Email viewed by Joseph Chetti (joechetti@icloud.com)  
2025-04-15 - 8:12:23 PM GMT
-  Document e-signed by Joseph Chetti (joechetti@icloud.com)  
Signature Date: 2025-04-15 - 8:13:03 PM GMT - Time Source: server
-  Agreement completed.  
2025-04-15 - 8:13:03 PM GMT



Adobe Acrobat Sign

This is Exhibit "C" referred to in the Affidavit of Joseph Chetti sworn by Joseph Chetti of the City of Kleinburg, in the Province of Ontario, before me, at the City of Toronto, in the Province of Ontario, this 16<sup>th</sup> day of June 2025, in accordance with *O.Reg. 431/20, Administering Oath or Declaration Remotely*.



---

*Commissioner for taking affidavits (or as June be)*

**Alexandra Teodorescu, LSO# 63889D**

April 16, 2025

**VIA EMAIL**

**BLANEY MCMURTRY LLP**  
 2 Queen St. East, Suite 1500  
 Toronto, ON M5C 3G5

Attention: David T. Ullmann

**Re: Melvyn Eisen, Trustee ("Eisen") and Woodington Estates Inc.**

Dear Mr. Ullmann,

With respect to your request for the amount owing under the Eisen 1st mortgage, as you know, Eisen acts as trustee of the mortgage loan for the benefit of himself and Windsor Private Capital Limited Partnership ("Windsor"). I have obtained a statement of amounts owing to both Eisen personally and to Windsor secured by the mortgage.

The amount owing to Windsor as at April 8, 2025 is \$11,446,189.50 for principal and interest. Interest continues to accrue thereon at the per diem rate of \$3,449.54.

The amount owing to Eisen personally as at February 28, 2025 is \$1,302,608.26 for principal and interest. Interest continues to accrue on the Eisen amount at the per diem rate of \$301.37.

All of the above is E&OE excepted and does not include legal fees and disbursements.

We confirm that our clients do not consent to the payout of the 1st and 2nd mortgages by replacing it with another mortgage for a higher amount and/or interest rate.

Yours truly,  
 CHAITONS LLP



Harvey G. Chaiton  
 PARTNER

HGC/ad

Cc: Anisha Samat

This is Exhibit “D” referred to in the Affidavit of Joseph Chetti sworn by Joseph Chetti of the City of Kleinburg, in the Province of Ontario, before me, at the City of Toronto, in the Province of Ontario, this 16<sup>th</sup> day of June 2025, in accordance with *O.Reg. 431/20, Administering Oath or Declaration Remotely*.



---

*Commissioner for taking affidavits (or as June be)*

**Alexandra Teodorescu, LSO# 63889D**

**MORTGAGE STATEMENT OF ARREARS**

**GOLDY METALS HOLDINGS INC.**  
**2<sup>nd</sup> mortgage loan to**  
**WOODINGTON ESTATES INC.**  
**on 7110 4th Line, Tottenham, Ontario**

**As of March 28, 2025**

Principal		\$5,500,000.00
-----------	--	----------------

TOTAL DUE, as of June 5, 2024, statement		\$5,878,581.15
Interest accrued from June 5, 2024 to March 28, 2025		\$545,950.65
Legal fees due Schwartz & Schwartz (from June 5 to September 16, 2024, inclusive of HST)		\$25,480.23
Legal fees due Goodmans LLP (to August 31, 2024, inclusive of HST)		\$132,443.72
Legal fees due Goodmans LLP (from August 31, 2024 to March 6, 2025, inclusive of HST)		\$259,811.23
Estimated legal fees due Schwartz & Schwartz (from September 16, 2024 to March 28, 2025, including HST) and Goodmans LLP (from March 6, 2025 to March 28, 2025, including HST)		\$40,000.00
Interest Payment - October 1, 2024 (paid October 23, 2024)	\$55,386.49	
<b>TOTAL DUE – March 28, 2025</b>		<b>\$6,882,266.98</b>

DATED the 28th day of March, 2025.

**GOLDY METALS HOLDINGS INC.**

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

Name: Ken Gold

Title: President

I have authority to bind the Corporation

E. & O. E.

This is Exhibit "E" referred to in the Affidavit of Joseph Chetti sworn by Joseph Chetti of the City of Kleinburg, in the Province of Ontario, before me, at the City of Toronto, in the Province of Ontario, this 16<sup>th</sup> day of June 2025, in accordance with *O.Reg. 431/20, Administering Oath or Declaration Remotely*.



---

*Commissioner for taking affidavits (or as June be)*

**Alexandra Teodorescu, LSO# 63889D**

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

PROPERTY DESCRIPTION: PT LT 32 CON 9 VAUGHAN PT 1 65R18567 ;, CITY OF VAUGHAN

PROPERTY REMARKS:
ESTATE/QUALIFIER:

 FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 03349-0267

PIN CREATION DATE:

1998/12/18

OWNERS' NAMES

FIRST GLOBAL FINANCIAL CORP.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
**EFFECTIVE	2000/07/29	THE NOTATION OF THE	"BLOCK IMPLEMENTATION DATE" OF 1997/04/07 ON THIS PIN**			
**WAS REPLACED WITH THE		"PIN CREATION DATE"	OF 1998/12/18**			
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES AND	DELETED INSTRUMENTS SINCE 1998/12/18 **			
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO	LAND TITLES: 1998/12/21 **					
65R18567	1996/07/26	PLAN REFERENCE				C
R686383	1996/10/11	TRANSFER	*** DELETED AGAINST THIS PROPERTY ***		1132884 ONTARIO LIMITED	
		REMARKS: SEE DECL SECT 25 - R714770. ---DELETED 2013/04/23 NEW TRANSFER REGISTERED. B.GOOD				
R714766	1998/01/09	CHARGE	*** DELETED AGAINST THIS PROPERTY ***	1132884 ONTARIO LIMITED	BLISS, JOHN SCHWARTZ, JACK FOREST GABLE INVESTMENTS LIMITED 720507 ONTARIO LIMITED ROSENBLAT, LOUIS ROSENBLAT, MIRLA GROSSMAN, EARL	
R714769	1998/01/09	CHARGE	*** DELETED AGAINST THIS PROPERTY ***			

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
R719407	1998/04/03	CHARGE		1132884 ONTARIO LIMITED *** DELETED AGAINST THIS PROPERTY *** 1132884 ONTARIO LIMITED	ROYAL BANK OF CANADA PIAZZ LIMITED	
R719626	1998/04/08	ORDER		*** DELETED AGAINST THIS PROPERTY *** ONTARIO COURT (GENERAL DIVISION)	ECOLOGY PURE AIR INTERNATIONAL, INC. AND E.P.A. ENTERPRISES INC.	
				REMARKS: SEE DOCUMENT		
LT1403692	1999/09/21	APL (GENERAL)		*** COMPLETELY DELETED *** 1132884 ONTARIO LIMITED		
				REMARKS: DELETING R719626		
LT1437888	1999/12/17	CHARGE		*** COMPLETELY DELETED *** 1132884 ONTARIO LIMITED	WASSERMAN, HARRY - 60% ROTMAN, KAY - PT 25% SILLERY, PETER - 15% ROTMAN, MORY-PT 25%	
				CORRECTIONS: 'CHARGE' CHANGED FROM 'ROTMAN, MARY - PT 25%' TO 'ROTMAN, MORY-PT 25%' ON 2003/06/04 BY MICHELE MUDIE.		
LT1437889	1999/12/17	POSTPONEMENT		*** COMPLETELY DELETED *** PIAZZ LIMITED	WASSERMAN, HARRY ROTMAN, MORY ROTMAN, KAY SILLERY, PETER	
				REMARKS: R719407 TO LT 1437888		
LT1440230	1999/12/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** BLISS, JOHN SCHWARTZ, JACK FOREST GABLE INVESTMENTS LIMITED 720507 ONTARIO LIMITED ROSENBLAT, LOUIS ROSENBLAT, MIRLA GROSSMAN, EARL		
				REMARKS: RE: R714766		
LT1468276	2000/04/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
				REMARKS: RE: R714769		
YR45585	2001/09/05	CHARGE		*** COMPLETELY DELETED ***		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR45586	2001/09/05	NO ASSGN RENT GEN		1132884 ONTARIO LIMITED *** COMPLETELY DELETED *** 1132884 ONTARIO LIMITED	WASSERMAN, HARRY WASSERMAN, HARRY	
		REMARKS: YR45585				
YR45587	2001/09/05	POSTPONEMENT		*** COMPLETELY DELETED *** PIAZZ LIMITED	WASSERMAN, HARRY	
		REMARKS: R719407 TO YR45585				
YR81221	2001/12/03	CHARGE		*** COMPLETELY DELETED *** 1132884 ONTARIO LIMITED	WAYNE SAFETY LIMITED ROTMAN, MARRY ROTMAN, KAY	
YR81222	2001/12/03	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1132884 ONTARIO LIMITED	WAYNE SAFETY LIMITED ROTMAN, MARRY ROTMAN, KAY	
		REMARKS: YR81221 AND RENTS				
YR81223	2001/12/03	POSTPONEMENT		*** COMPLETELY DELETED *** PIAZZ LIMITED	WAYNE SAFETY LIMITED ROTMAN, MARRY ROTMAN, KAY	
		REMARKS: R719407 TO YR81221 AND YR81222				
YR81224	2001/12/03	POSTPONEMENT		*** COMPLETELY DELETED *** WASSERMAN, HARRY	WAYNE SAFETY LIMITED ROTMAN, MARRY ROTMAN, KAY	
		REMARKS: YR45585 TO YR81221				
YR132807	2002/04/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** WASSERMAN, HARRY		
		REMARKS: RE: YR45585				
YR137048	2002/04/29	CHARGE		*** COMPLETELY DELETED *** 1132884 ONTARIO LIMITED	R. DIBATTISTA INVESTMENTS INC.	
YR137071	2002/04/29	POSTPONEMENT		*** COMPLETELY DELETED *** PIAZZ LIMITED	R. DIBATTISTA INVESTMENTS INC.	
		REMARKS: R719407 POSTPONED TO YR137048				

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR337982	2003/08/05	NOTICE		*** COMPLETELY DELETED *** 1132884 ONTARIO LIMITED	R. DI BATTISTA INVESTMENTS INC.	
		REMARKS: AMENDING YR137048				
YR338004	2003/08/05	POSTPONEMENT		*** COMPLETELY DELETED *** PIAZZ LIMITED	R. DIBATTISTA INVESTMENTS INC.	
		REMARKS: R719407 TO YR137048				
YR372600	2003/10/10	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** PIAZZ LIMITED	VINCOP HOLDINGS LIMITED	
		REMARKS: R719407				
YR378822	2003/10/24	CHARGE		*** COMPLETELY DELETED *** 1132884 ONTARIO LIMITED	FIRST SUMMIT DEVELOPMENT CORPORATION	
YR378949	2003/10/27	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** FIRST SUMMIT DEVELOPMENT CORPORATION	PARADISO, JOSEPH	
		REMARKS: YR378822				
YR389547	2003/11/14	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** R. DIBATTISTA INVESTMENTS INC.	BLANDFORD SQUARE DEVELOPMENTS LIMITED	
		REMARKS: YR137048 & YR337982				
YR408208	2003/12/22	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BLANDFORD SQUARE DEVELOPMENTS LIMITED	2036900 ONTARIO INC.	
		REMARKS: YR137048				
YR408213	2003/12/22	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** PARADISO, JOSEPH	2036900 ONTARIO INC.	
		REMARKS: YR378822				
YR722820	2005/10/28	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** WAYNE SAFETY LIMITED ROTMAN, MARRY ROTMAN, KAY	JOSEPH PARADISO, IN TRUST	
		REMARKS: YR81221				
YR786485	2006/03/07	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** ROTMAN, KAY - PT 25% ROTMAN, MARRY-PT 25%	WAYNE SAFETY LIMITED	
		REMARKS: WAYNE SAFETY LIMITED AS TO 25% INTEREST, WASSE		WASSERMAN, HARRY 60% AND SILLERY, PETER 15%		
YR1056999	2007/09/19	CHARGE		*** COMPLETELY DELETED ***		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR1137399	2008/03/17	CHARGE		1132884 ONTARIO LIMITED *** COMPLETELY DELETED *** 1132884 ONTARIO LIMITED	DISCOVERY INVESTMENTS AND CONSULTING CAPLAND INVESTMENT LTD.	
YR1148936	2008/04/14	CHARGE		*** COMPLETELY DELETED *** 1132884 ONTARIO LIMITED	JRJ DEVELOPMENTS LTD.	
YR1154654	2008/04/28	APL CH NAME INST		*** COMPLETELY DELETED *** 2036900 ONTARIO INC.  REMARKS: YR137048	VINCORP FINANCIAL LTD.	
YR1154655	2008/04/28	APL CH NAME INST		*** COMPLETELY DELETED *** 2036900 ONTARIO INC.  REMARKS: YR378822	VINCORP FINANCIAL LTD.	
YR1154656	2008/04/28	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** VINCORP FINANCIAL LTD. 56.75% AND HOPE'S HOLDINGS INC. - 43.25%  REMARKS: YR137048--OWNERS ARE VINCORP FINANCIAL LTD.	HOPE'S HOLDINGS INC.	
YR1165040	2008/05/21	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** CAPLAND INVESTMENT LTD.  REMARKS: YR1137399	1697798 ONTARIO INC.	
YR1242154	2008/10/21	CERTIFICATE		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF VAUGHAN  REMARKS: TAX LIEN		
YR1296857	2009/03/19	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF VAUGHAN  REMARKS: TAX ARREARS CANCELLATION CERTIFICATE FOR YR1242154		
YR1386270	2009/10/07	CERTIFICATE		*** COMPLETELY DELETED *** HOPE'S HOLDINGS INC.  REMARKS: PENDING LITIGATION		
YR1448557	2010/03/04	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** WASSERMAN, HARRY  REMARKS: LT1437888 - ROTMAN, KAY AND TORMAN, MORRY - PT 25% ON JOINT ACCOUNT; SILLERY, PETER - 15%; WAYNE SAFETY LIMITED - 60%	WAYNE SAFETY LIMITED	
YR1687317	2011/07/29	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** SILLERY, PETER - 15% WAYNE SAFETY LIMITED - 85%  REMARKS: SILLERY, PETER AS TO 15% AND WAYNE SAFETY LIMITED AS TO 85% NOW HOLD MORTGAGE LT1437888 LT1437888	2293501 ONTARIO INC.	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR1690711	2011/08/05	APL COURT ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE YR389547	KUNJAR SHARMA & ASSOCIATES INC.	
		REMARKS: APPOINTS RECIEVER RE: YR137048, YR337982 AND				
YR1697807	2011/08/18	RESTRICTIONS ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	KUNJAR SHARMA & ASSOCIATES INC.	
YR1700406	2011/08/23	APL COURT ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	HOPE'S HOLDING INC.	
		REMARKS: AMENDING YR1697807.				
YR1707547	2011/09/02	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	SCHWARZ LAW LLP	
		REMARKS: YR1386270, YR1690711, YR1697807 & YR1700406				
YR1707548	2011/09/02	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** 2293501 ONTARIO INC.	457351 ONTARIO INC.	
		REMARKS: LT1437888				
YR1707549	2011/09/02	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** HOPE'S HOLDINGS INC.	457351 ONTARIO INC.	
		REMARKS: YR137048.				
YR1722989	2011/10/05	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** 457351 ONTARIO INC.	2293501 ONTARIO INC.	
		REMARKS: LT1437888				
YR1723085	2011/10/05	TRANS POWER SALE	\$3,800,000	2293501 ONTARIO INC.	FIRST GLOBAL FINANCIAL CORP.	C
		REMARKS: LT1437888.				
YR1723086	2011/10/05	CHARGE		*** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	457351 ONTARIO INC.	
YR1723087	2011/10/05	CHARGE		*** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	457351 ONTARIO INC. FAIN, RAUL WOOLLCOTT, MARIA SAVA, ANITA	
YR1731613	2011/10/24	CHARGE		*** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	A. & L. CABRIO INVESTMENTS LIMITED RALCAP INVESTMENTS CORPORATION ROTSTEIN, CHARLES ROTSTEIN, LORRAINE	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR1732920	2011/10/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** 457351 ONTARIO INC.	ROTSTEIN, HARRY ROTSTEIN, JACK ROTSTEIN, ROSE KIRSH, JACK KIRSH, ESTHER ROSS, MARK ROSS, EVELYN KAMAN, MAX MOORES, DONNA LANYS, ISADORE FREED, DAVID SHELDON DI MANNO, MARIA DI MANNO, MARIO VALE, BARBARA GRIFFIN, JOANNE DI MANNO, DANIELE	
YR1732980	2011/10/26	POSTPONEMENT		*** COMPLETELY DELETED *** 457351 ONTARIO INC. FAIN, RAUL WOOLLCOTT, MARIA SAVA, ANITA	A. & L. CABRIO INVESTMENTS LIMITED RALCAP INVESTMENTS CORPORATION ROTSTEIN, CHARLES ROTSTEIN, LORRAINE ROTSTEIN, HARRY ROTSTEIN, JACK ROTSTEIN, ROSE KIRSH, JACK KIRSH, ESTHER ROSS, MARK ROSS, EVELYN KAMAN, MAX MOORES, DONNA LANYS, ISADORE FREED, DAVID SHELDON DI MANNO, MARIA DI MANNO, MARIO VALE, BARBARA GRIFFIN, JOANNE DI MANNO, DANIELLE	

REMARKS: YR1723086.

REMARKS: YR1723087 TO YR1731613

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR1955700	2013/03/15	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** LANYS, ISADORE	MALKA GROUP LTD.	
		REMARKS: YR1731613.				
YR1968204	2013/04/22	CHARGE		*** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	TWO J'S DEVELOPMENTS LTD.	
YR1968442	2013/04/23	LR'S ORDER		*** COMPLETELY DELETED *** LAND REGISTRAR (NO.65)		
		REMARKS: DELETE DOCUMENTS RE POWER OF SALE YR1723085.				
YR1975196	2013/05/10	CHARGE		*** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	CHANDARIA, GEETA	
YR2046436	2013/10/11	NOTICE		*** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	CHANDARIA, GEETA	
		REMARKS: AMENDING YR1975196				
YR2110378	2014/03/28	CHARGE		*** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	CVC ARDELLINI INVESTMENTS INC. 25 WOODSTREAM HOLDINGS LTD. ARNOTT ASSOCIATES INC. COFFEY, PAUL DOUGLAS SAVAGLIO, LUIGI	
YR2110419	2014/03/28	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	CVC ARDELLINI INVESTMENTS INC. 25 WOODSTREAM HOLDINGS LTD. ARNOTT ASSOCIATES INC. COFFEY, PAUL DOUGLAS SAVAGLIO, LUIGI	
		REMARKS: YR2110378.				
YR2111301	2014/03/31	DISCH OF CHARGE		*** COMPLETELY DELETED *** TWO J'S DEVELOPMENTS LTD.		
		REMARKS: YR1968204.				
YR2111449	2014/03/31	DISCH OF CHARGE		*** COMPLETELY DELETED *** 457351 ONTARIO INC. FAIN, RAUL WOOLLCOTT, MARIA SAVA, ANITA		
		REMARKS: YR1723087.				

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2111770	2014/04/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** A. & L. CABRIO INVESTMENTS LIMITED RALCAP INVESTMENTS CORPORATION ROTSTEIN, CHARLES ROTSTEIN, LORRAINE ROTSTEIN, HARRY ROTSTEIN, JACK ROTSTEIN, ROSE KIRSH, JACK KIRSH, ESTHER ROSS, MARK ROSS, EVELYN KAMAN, MAX MOORES, DONNA MALKA GROUP LTD. FREED, DAVID SHELDON DI MANNO, MARIA DI MANNO, MARIO VALE, BARBARA GRIFFIN, JOANNE DI MANNO, DANIELE		
				REMARKS: YR1731613.		
YR2112017	2014/04/01	NOTICE		*** COMPLETELY DELETED *** CVC ARDELLINI INVESTMENTS INC. 25 WOODSTREAM HOLDINGS LTD. ARNOTT ASSOCIATES INC. COFFEY, PAUL DOUGLAS SAVAGLIO, LUIGI	FIRST GLOBAL FINANCIAL CORP.	
				REMARKS: YR2110378		
YR2112037	2014/04/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** CHANDARIA, GEETA		
				REMARKS: YR1975196.		
YR2219467	2014/11/21	CHARGE		*** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	1802484 ONTARIO LIMITED	
YR2253458	2015/02/06	NOTICE		*** COMPLETELY DELETED *** 1802484 ONTARIO LIMITED	FIRST GLOBAL FINANCIAL CORP.	
				REMARKS: YR2219467		
YR2261981	2015/03/02	CHARGE		*** COMPLETELY DELETED ***		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2352698	2015/09/08	NOTICE		FIRST GLOBAL FINANCIAL CORP. *** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	3277372 CANADA LIMITED 1802484 ONTARIO LIMITED	
		REMARKS: TO BE DELETED UPON THE DELETION OF YR2219467				
YR2352828	2015/09/08	POSTPONEMENT		*** COMPLETELY DELETED *** 3277372 CANADA LIMITED	1802484 ONTARIO LIMITED	
		REMARKS: YR2261981 TO YR2352698				
YR2467127	2016/05/03	NOTICE		*** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	CVC ARDELLINI INVESTMENTS INC. ARNOTT ASSOCIATES INC. 25 WOODSTREAM HOLDINGS LTD. SAVAGLIO, LUIGI COFFEY, PAUL DOUGLAS	
		REMARKS: RE: YR2110378				
YR2467153	2016/05/03	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** COFFEY, PAUL DOUGLAS	CVC ARDELLINI INVESTMENTS INC. 25 WOODSTREAM HOLDINGS LTD.	
		REMARKS: YR2110378.				
YR2478817	2016/05/31	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** CVC ARDELLINI INVESTMENTS INC.	1061300 ONTARIO LTD.	
		REMARKS: YR2110378.				
YR2602894	2016/12/29	NOTICE		*** COMPLETELY DELETED *** CVC ARDELLINI INVESTMENTS INC. 25 WOODSTREAM HOLDINGS LTD. ARNOTT ASSOCIATES INC.	FIRST GLOBAL FINANCIAL CORP.	
		REMARKS: YR2110378				
YR2603065	2016/12/29	POSTPONEMENT		*** COMPLETELY DELETED *** 3277372 CANADA LIMITED	CVC ARDELLINI INVESTMENTS INC. ARNOTT ASSOCIATES INC. 25 WOODSTREAM HOLDINGS LTD.	
		REMARKS: YR2602894				
YR2604529	2017/01/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1802484 ONTARIO LIMITED		
		REMARKS: YR2219467.				

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2605380	2017/01/05	NOTICE		*** COMPLETELY DELETED *** 1802484 ONTARIO LIMITED	FIRST GLOBLE FINANCIAL CORP.	
		REMARKS: YR2219467 DOCUMENT DELETED	ON 2019/01/25 BY KATHRYN KRAL			
YR2922937	2019/01/24	CHARGE		*** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	ESTATE CAPITAL CORPORATION	
YR3107682	2020/06/10	CHARGE		*** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	KULU INTERNATIONAL LTD.	
YR3120654	2020/07/21	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** 25 WOODSTREAM HOLDINGS LTD.	CVC ARDELLINI INVESTMENTS INC.	
		REMARKS: YR2110378.				
YR3144524	2020/09/24	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** 1061300 ONTARIO LTD.	CVC ARDELLINI INVESTMENTS INC.	
		REMARKS: YR2478817.				
YR3146754	2020/09/29	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** SAVAGLIO, LUIGI	CVC ARDELLINI INVESTMENTS INC.	
		REMARKS: YR2110378.				
YR3146993	2020/09/29	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** ARNOTT ASSOCIATES INC.	CVC ARDELLINI INVESTMENTS INC.	
		REMARKS: YR2110378.				
YR3187749	2020/12/29	CAUTION-LAND		*** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	MARRESE, MICHAEL	
YR3190559	2021/01/07	WITHDRAWAL CAUTION		*** COMPLETELY DELETED *** MARRESE, MICHAEL		
		REMARKS: YR3187749.				
YR3207551	2021/02/11	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** CVC ARDELLINI INVESTMENTS INC.	BAR-SHAF INVESTMENTS LTD. FURLAN, DIANA DICOSTANZO, JOHN DICOSTANZO, CIDALIA NARDI, VITO CUNDARI, LUISA 2180368 ONTARIO INC. TORCHIA, ANTHONY DECICCO, FRANK ORTINO, SANDRA	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR3207552	2021/02/11	NOTICE		*** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	DOTORI CORP. DANCHI CORP.  CVC ARDELLINI INVESTMENTS INC. BAR-SHAF INVESTMENTS LTD. FURLAN, DIANA DICOSTANZO, JOHN DICOSTANZO, CIDALIA NARDI, VITO CUNDARI, LUISA 2180368 ONTARIO INC. TORCHIA, ANTHONY DECICCO, FRANK ORTINO, SANDRA DOTORI CORP. DANCHI CORP.	
YR3207553	2021/02/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** 3277372 CANADA LIMITED		
YR3207554	2021/02/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** ESTATE CAPITAL CORPORATION		
YR3207555	2021/02/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** KULU INTERNATIONAL LTD.		
YR3207556	2021/02/11	CHARGE		*** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	KULU INTERNATIONAL LTD.	
YR3207557	2021/02/11	CHARGE		*** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	3277372 CANADA LIMITED	
YR3207558	2021/02/11	CHARGE		*** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	ESTATE CAPITAL CORP.	
YR3218958	2021/03/05	APL CH NAME INST		*** COMPLETELY DELETED *** KULU INTERNATIONAL LTD.	TIBRO GROUP LTD.	
		REMARKS: YR3207556.				

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR3294305	2021/08/06	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** CVC ARDELLINI INVESTMENTS INC.	FURLAN, DIANA DICOSTANZO, JOHN DICOSTANZO, CIDALIA SINGH, SATINDER DOTORI CORP. SAGGAR, SUDHIR SAGGAR, VANESSA 2608197 ONTARIO LTD. KANT, SUNIL NIXON, TED	
				REMARKS: YR2110378.		
YR3317882	2021/09/23	CHARGE		*** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	2854711 ONTARIO INC.	
YR3317910	2021/09/23	POSTPONEMENT		*** COMPLETELY DELETED *** KULU INTERNATIONAL LTD.	2854711 ONTARIO INC. 3277372 CANADA LIMITED	
				REMARKS: YR3207556 TO YR3317882, YR3207557		
YR3317911	2021/09/23	POSTPONEMENT		*** COMPLETELY DELETED *** 3277372 CANADA LIMITED	2854711 ONTARIO INC.	
				REMARKS: YR3207557 TO YR3317882		
YR3317912	2021/09/23	POSTPONEMENT		*** COMPLETELY DELETED *** ESTATE CAPITAL CORP.	2854711 ONTARIO INC.	
				REMARKS: YR3207558 TO YR3317882		
YR3317913	2021/09/23	NOTICE		*** COMPLETELY DELETED *** FIRST GLOBAL FINANCIAL CORP.	3277372 CANADA LIMITED	
				REMARKS: YR3207557		
YR3455578	2022/07/21	CHARGE	\$25,000,000	FIRST GLOBAL FINANCIAL CORP.	EISEN, MELVYN WINDSOR II LIMITED PARTNERSHIP WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
YR3456670	2022/07/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2854711 ONTARIO INC.		
				REMARKS: YR3317882.		
YR3456671	2022/07/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** 3277372 CANADA LIMITED		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR3457043	2022/07/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** FURLAN, DIANA DICOSTANZO, JOHN DICOSTANZO, CIDALIA SINGH, SATINDER DOTORI CORP. SAGGAR, SUDHIR SAGGAR, VANESSA 2608197 ONTARIO LTD. KANT, SUNIL NIXON, TED CVC ARDELLINI INVESTMENTS INC. BAR-SHAF INVESTMENTS LTD. 2180368 ONTARIO INC. DANCHI CORP. NARDI, VITO CUNDARI, LUISA TORCHIA, ANTHONY DECICCO, FRANK ORTINO, SANDRA		
YR3457828	2022/07/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** TIBRO GROUP LTD.		
YR3463007	2022/08/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** ESTATE CAPITAL CORP.		
YR3666111	2024/04/12	CHARGE	\$45,000,000	FIRST GLOBAL FINANCIAL CORP.	FORT ERIE HILLS INC. BRIDLE PARK INC. BRIDLE PARK II INC. CLEARVIEW GARDEN ESTATES INC. CLEARVIEW PARK INC.	C
YR3670957	2024/04/26	NOTICE	\$2	FIRST GLOBAL FINANCIAL CORP.	FORT ERIE HILLS INC. BRIDLE PARK INC. BRIDLE PARK II INC. CLEARVIEW GARDEN ESTATES INC. CLEARVIEW PARK INC.	C
REMARKS: YR3207557.  REMARKS: YR2110378.  REMARKS: YR3207556.  REMARKS: YR3207558.  REMARKS: YR3666111						

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR3684667	2024/06/06	CHARGE	\$10,000,000	FIRST GLOBAL FINANCIAL CORP.	HOFFNER, RANDY HOFFNER, PAULINE TGP GLOBAL PARTNERS LIMITED	C
YR3684727	2024/06/06	APL CH NAME INST REMARKS: YR3684667.		TGP GLOBAL PARTNERS LIMITED	TRANS GLOBAL PARTNERS LIMITED	C
YR3685245	2024/06/07	POSTPONEMENT REMARKS: YR3666111 TO YR3684667		FORT ERIE HILLS INC. BRIDLE PARK INC. BRIDLE PARK II INC. CLEARVIEW GARDEN ESTATES INC. CLEARVIEW PARK INC.	HOFFNER, PAULINE HOFFNER, RANDY TRANS GLOBAL PARTNERS LIMITED	C

This is Exhibit "F" referred to in the Affidavit of Joseph Chetti sworn by Joseph Chetti of the City of Kleinburg, in the Province of Ontario, before me, at the City of Toronto, in the Province of Ontario, this 16<sup>th</sup> day of June 2025, in accordance with *O.Reg. 431/20, Administering Oath or Declaration Remotely*.



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*Commissioner for taking affidavits (or as June be)*

**Alexandra Teodorescu, LSO# 63889D**

Ministry of Public and  
Business Service Delivery

## Profile Report

FIRST GLOBAL FINANCIAL CORP. as of May 02, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	FIRST GLOBAL FINANCIAL CORP.
Ontario Corporation Number (OCN)	2294215
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	August 03, 2011
Registered or Head Office Address	801 Lawrence Avenue East, Ph5, Toronto, Ontario, M3C 3W2, Canada

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

A handwritten signature in black ink, appearing to read "V. Quintanilla W.".

Director/Registrar

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

Minimum Number of Directors	1
Maximum Number of Directors	5

**Active Director(s)**

Name	ELENA SALVATORE
Address for Service	801 Lawrence Avenue East, Ph5, Toronto, Ontario, M3C 3W2, Canada
Resident Canadian	Yes
Date Began	January 15, 2019

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

*V. Quintanilla W.*

Director/Registrar

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**Active Officer(s)**

**Name** ELENA SALVATORE  
**Position** President  
**Address for Service** 801 Lawrence Avenue East, Ph5, Toronto, Ontario, M3C  
3W2, Canada  
**Date Began** January 15, 2019

**Name** ELENA SALVATORE  
**Position** Secretary  
**Address for Service** 801 Lawrence Avenue East, Ph5, Toronto, Ontario, M3C  
3W2, Canada  
**Date Began** January 15, 2019

**Name** ELENA SALVATORE  
**Position** Treasurer  
**Address for Service** 801 Lawrence Avenue East, Ph5, Toronto, Ontario, M3C  
3W2, Canada  
**Date Began** January 15, 2019

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

*V. Quintarilla W.*

Director/Registrar

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**Corporate Name History**

**Name** FIRST GLOBAL FINANCIAL CORP.  
**Effective Date** August 03, 2011

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*V. Quintanilla W.*

Director/Registrar

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### Active Business Names

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

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

*V. Quintanilla W.*

Director/Registrar

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### Expired or Cancelled Business Names

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

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*V. Quintanilla W.*

Director/Registrar

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**Document List**

<b>Filing Name</b>	<b>Effective Date</b>
CIA - Notice of Change PAF: Elena SALVATORE	July 12, 2022
CIA - Notice of Change PAF: ELENA SALVATORE - DIRECTOR	January 23, 2019
CIA - Notice of Change PAF: JOHN VAMVAKIDIS - DIRECTOR	January 09, 2019
BCA - Articles of Incorporation	August 03, 2011

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

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

*V. Quintarilla W.*

Director/Registrar

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This is Exhibit "G" referred to in the Affidavit of Joseph Chetti sworn by Joseph Chetti of the City of Kleinburg, in the Province of Ontario, before me, at the City of Toronto, in the Province of Ontario, this 16<sup>th</sup> day of June 2025, in accordance with *O.Reg. 431/20, Administering Oath or Declaration Remotely*.



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*Commissioner for taking affidavits (or as June be)*

**Alexandra Teodorescu, LSO# 63889D**

**GUARANTEE**

For valuable consideration, I, the undersigned Guarantor agree with **Melvyn Eisen** as follows:

1. **Chargor's Name.** The name of the chargor whose loan I am guaranteeing is:

**FIRST GLOBAL FINANCIAL CORP.,** (the "Chargor")

2. **Guarantee.** I guarantee payment to the Chargee of all of the Chargor's Loan of \$25,000,000.00 (the "Loan"). Said loan is secured by a charge (the "Charge") against 11720 Highway 27 Vaughan, Ontario (the "Property") all pursuant to an Agreement between the Chargee and the Chargor dated June 29, 2022 (the "Agreement") which Agreement may be amended, extended or renewed from time to time.

**IN CONSIDERATION** of the premises and of the Chargee advancing the said money to the Chargor, the Guarantor doth hereby absolutely and unconditionally guarantee to all principal moneys, interest and other moneys owing on the security of this Charge, and the Guarantor himself, his heirs, executors and administrators, covenants with the moneys payable hereunder, he will pay all such moneys to the Chargee without any demand being required to be made.

AND it is hereby expressly declared that although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, yet as between the Guarantor and the Chargee the Guarantor shall be considered as primarily liable therefor and that no release or releases of any portion or portions of the charged premises and no indulgence shown by the Chargee in respect of any default by the Chargor or any successor which may arise under this Charge, and that no extension or extensions granted by the Chargee to the Chargor or any successor for payment of the Charge moneys hereby secured or for the doing, observing or performing of any covenant, agreement, matter or thing herein contained, to be done, observed or performed by the Chargor or any successor nor any variation in or departure from the provisions of this Charge nor any dealings between the Chargor or any successor and Chargee nor any 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 default and after as before maturity of this Charge, including any future renewals with or without an increased rate of interest, until the said Charge moneys are fully paid and satisfied. And it is hereby further expressly declared that the Chargee shall not be bound to exhaust its recourse against the Chargor or the Charged premises before being entitled to payment from the Guarantor or the amount hereby guaranteed by the Guarantor.

ANY payment by the Guarantor of any money under his said 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 by subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by such Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in

any event to rank for payment against the charged premises 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 this Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

**PROVIDED** further that any failure on the part of the Chargee to perfect, maintain or enforce its rights whether due to default, negligence or otherwise on the part of the Chargee with respect to this Charge or any other security granted to the Chargee relating to the within Charge, shall not prejudice the Chargee with respect to its rights pursuant to this guarantee and shall not discharge or limit or lessen the liability of the Guarantor pursuant to the terms hereof.

**THE** Chargee may vary any agreement or arrangement with the Guarantor and grant extensions of time to or otherwise deal with him, his executors or administrators, without any consent on the part of the Chargor.

**AND** it is further hereby expressly agreed that if there is more than one Guarantor, all covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be joint and several and wherever the singular has been used the plural shall be deemed to be substituted as the context requires.

**AND** it is further hereby expressly declared that the release of any of the Guarantors from their liability hereunder shall not affect the liability of the remaining Guarantor or Guarantors which shall remain unimpaired and still in full force and effect as if the Guarantor or Guarantors so released had not been a party or parties of the Charge.

**ALL** covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his heirs, executors, administrators and assigns, or successors and assigns as the case may be, and all such covenants and liabilities and obligations shall be joint and several.

**DATED** at Toronto, this 15<sup>th</sup> day of July, 2022.



Joseph Chetti

This is Exhibit "H" referred to in the Affidavit of Joseph Chetti sworn by Joseph Chetti of the City of Kleinburg, in the Province of Ontario, before me, at the City of Toronto, in the Province of Ontario, this 16<sup>th</sup> day of June 2025, in accordance with *O.Reg. 431/20, Administering Oath or Declaration Remotely*.



---

*Commissioner for taking affidavits (or as June be)*

**Alexandra Teodorescu, LSO# 63889D**



Cushman & Wakefield ULC  
161 Bay Street, Suite 1500  
P.O. Box 602  
Toronto, ON M5J 2S1  
(416) 862 0611 Tel  
(416) 359 2602 Fax  
[www.cushmanwakefield.com](http://www.cushmanwakefield.com)

May 4, 2022

Melvyn D. Eisen  
200 – 70 Bond Street  
Toronto, ON M5B 1X3

**RE: Narrative Appraisal Report  
11720 Highway 27, Vaughan, Ontario (C&W File ID: 18-445-900933)**

Dear Mr. Eisen:

As requested by First Global Investment Ltd., please read the Appraisal Report for the above-referenced property.

Danny Ip, MRICS, AACI, at Cushman & Wakefield ULC prepared the Narrative Appraisal Report for the subject property, at the request of First Global Investment Ltd. for first mortgage financing purpose only. The Appraisal Report (dated January 25, 2019) estimated the market value of the subject property at Eighty Five Million Dollars (\$85,000,000), with effective valuation date on January 8, 2019, subject to the extraordinary assumptions, assumptions, limiting conditions, certifications and definitions contained in the report.

The Appraisal Report should be read in its entirety with special attention to the Assumptions and Limiting Conditions, in addition to any made within the report.

Yours sincerely,

**CUSHMAN & WAKEFIELD ULC**

A handwritten signature in black ink, appearing to read "D. Ip".

---

Danny Ip, MRICS, AACI  
Vice President  
Valuation & Advisory  
[danny.ip@cushwake.com](mailto:danny.ip@cushwake.com)  
Direct Office (416) 359-2476



## APPRAISAL OF REAL PROPERTY

11720 Highway 27  
Vaughan, Ontario

NARRATIVE APPRAISAL REPORT  
As of January 8, 2019

Prepared for:

First Global Investment Ltd.  
801 Lawrence Avenue East, PH5  
Toronto, ON M3C 3W2

Prepared by:

Cushman & Wakefield ULC  
Valuation & Advisory  
161 Bay Street, Suite 1500  
P.O. Box 602  
Toronto, ON M5J 2S1  
C&W File ID: 18-445-900933

CUSHMAN & WAKEFIELD  
161 BAY STREET, SUITE 1500  
P.O. BOX 602  
TORONTO, ON M5J 2S1



**Future Residential Development Land**  
11720 Highway 27  
Vaughan, Ontario



Cushman & Wakefield ULC  
161 Bay Street, Suite 1500  
P.O. Box 602  
Toronto, ON M5J 2S1  
(416) 862 0611 Tel  
(416) 359 2602 Fax  
[www.cushmanwakefield.com](http://www.cushmanwakefield.com)

January 25, 2019

**First Global Investment Ltd.**  
801 Lawrence Avenue East, PH5  
Toronto, ON M3C 3W2

**Re:** Narrative Appraisal Report  
11720 Highway 27  
Vaughan, ON

C&W File ID: 18-445-900933

Cushman & Wakefield ULC is pleased to transmit this Narrative Appraisal Report, estimating the current market value of approximately 88.07 acres of future residential development land, located at 11720 Highway 27, City of Vaughan.

By agreement, this is a Narrative Appraisal Report, which contains the data, reasoning and analysis upon which our value conclusion is based. This document has been prepared in accordance with the Canadian Uniform Standards of Professional Appraisal Practice (The Standards) as adopted by the Appraisal Institute of Canada.

The purpose of this appraisal is to estimate the current market value of the subject property for first mortgage financing purposes only, and for no other uses. This appraisal is prepared at the request and for the exclusive use of First Global Investment Ltd. First Global Investment Ltd. and any identified intended user(s) should consider the appraisal as only one factor together with its independent investment considerations and underwriting criteria in its overall business decision. This appraisal may not be distributed to or relied upon by other persons or entities without written permission of the Appraiser. It is not to be referred to or quoted in any prospectus for the sale or exchange of securities, and may not be reproduced, in whole or in part, without our prior written agreement.

This appraisal is subject to the Conditions of Engagement between Cushman & Wakefield ULC and First Global Investment Ltd., and is subject to the Assumptions and Limiting Conditions contained in Addendum A, in addition to any in the report.

## Current Market Value

As a result of this analysis, the current market value of the fee simple interest of the subject property, subject to the extraordinary assumptions, assumptions, limiting conditions, certifications and definitions contained herein, as of January 8, 2019, was:

**EIGHTY FIVE MILLION DOLLARS**

**\$85,000,000**

*It is the Extraordinary Assumptions of this appraisal that (1) the subject property has the potential for future residential development with approximately 85.00 acres of useable site area, (2) the information provided by our client regarding the subject property are accurate and reliable, and (3) the estimated value does not take into account demolition costs associated with any existing structures, potential remediation costs (if any), and development costs associated with the proposed development. If any of these assumptions are proven incorrect, we reserve the right to reassess the impact and to revise the estimated value of the property.*

In this appraisal, the estimated value is predicated on a reasonable exposure time of nine (9) to twelve (12) months. This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits, and Addenda.

Respectfully submitted,

**CUSHMAN & WAKEFIELD ULC**



---

Danny Ip, MRICS, AACI  
Associate Vice President  
Valuation & Advisory  
(416) 359 2476 Direct Office  
danny.ip@cushwake.com

This is Exhibit "I" referred to in the Affidavit of Joseph Chetti sworn by Joseph Chetti of the City of Kleinburg, in the Province of Ontario, before me, at the City of Toronto, in the Province of Ontario, this 16<sup>th</sup> day of June 2025, in accordance with *O.Reg. 431/20, Administering Oath or Declaration Remotely*.



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*Commissioner for taking affidavits (or as June be)*

**Alexandra Teodorescu, LSO# 63889D**

**Properties**

PIN 03349 - 0125 LT Interest/Estate Fee Simple  
 Description PT LT 32 CON 9 VAUGHAN PT 1 65R18567 ;; CITY OF VAUGHAN  
 Address 11720 HIGHWAY 27  
 VAUGHAN

**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 FIRST GLOBAL FINANCIAL CORP.  
 Address for Service 801 Lawrence Avenue East  
 PH5  
 Toronto Ontario M3C 3W2

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

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

Name	EISEN, MELVYN	\$9,125,000.00
Address for Service	70 Bond Street Suite 200 Toronto Ontario M5B 1X3	
Name	WINDSOR II LIMITED PARTNERSHIP	\$15,875,000.00
Address for Service	28 Hazelton Avenue Suite 200 Toronto, Ontario M5R 2E2	

I am a general partner, the firm name of the Limited Partnership is Windsor Private Capital Limited Partnership.

**Statements**

Schedule: See Schedules

**Provisions**

Principal	\$25,000,000.00	Currency	CDN
Calculation Period	monthly		
Balance Due Date	2023/08/01		
Interest Rate	10%		
Payments	\$208,333.33		
Interest Adjustment Date	2022 08 01		
Payment Date	The first day of each and every month		
First Payment Date	2022 09 01		
Last Payment Date	2023 08 01		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor			

**Additional Provisions**

This mortgage is closed for the first 6 months and open thereafter upon payment of 1 month's interest as bonus.

This mortgage has a collateral mortgage in the amount \$5,000,000.00 located on PIN 58170-0498, being 7110 4th Line Tottenham.

**Signed By**

Melvyn David Eisen	200-70 Bond St. Toronto M5B 1X3	acting for Chargor(s)	Signed	2022 07 21
Tel 416-367-0136				
Fax 416-366-3882				

**Signed By**

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

**Submitted By**

MELVYN D. EISEN

200-70 Bond St.  
Toronto  
M5B 1X3

2022 07 21

Tel 416-367-0136

Fax 416-366-3882

**Fees/Taxes/Payment**

Statutory Registration Fee \$66.30

Total Paid \$66.30



## Schedule

Form 5 - Land Registration Reform Act

Page 1 OF 2

S

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

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

The Mortagor hereby agrees to pay interest on the Principal Amount at the rate of ten (10%) percent per annum, calculated and payable monthly, not in advance, both before and after maturity. Interest is payable on the 1st day of each and every month of the term, from and including the 1st day of September, 2022 to and including the 1st day of August 2023. Payments received by the mortgagee after 1:00 pm must include interest to the next banking day. This mortgage will be closed for the first six months, and open thereafter upon payment of 1 months' interest as bonus.

### RECEIVERSHIP

Notwithstanding anything herein contained, it is declared and agreed that any time and from time to time when there shall be default under the provisions of these presents, the Chargee may, at such time and from time to time and with or without entry into possession of the Charged Premises, or any part thereof, by instrument in writing appoint any person, to be a receiver (which term as used herein includes a receiver manager and also includes the plural as well as the singular) of the Charged Premises, or any part thereof, and of the rents and profits thereof, and with or without security, and may from time to time by similar writing remove any receiver and appoint another in his stead, and that, in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor, but no such appointment shall be revocable by the Chargor. Upon the appointment of any such receiver from time to time the following provisions shall apply:

A) Every such receiver shall have unlimited access to the Charged Premises as agent and attorney for the Chargor (which right of access shall not be revocable by the Chargor) and shall have full power and unlimited authority to -

- i) collect the rents and profits from tenancies whether created before or after these presents;
- ii) rent any portion of the Charged Premises which may become vacant on such terms and conditions as he considers advisable and enter into and execute leases, accept surrenders and terminate lease;
- iii) complete the construction of any building or buildings or other erections or improvements on the Charged Premises left by the Chargor in an unfinished state or award the same to others to complete and purchase, repair and maintain any personal property including, without limitation, appliances and equipment, necessary or desirable to render the premises operable or rentable, and take possession of and use or permit others to use all or any part of the Chargor's materials, supplies, plans, tools, equipment (including appliances) and property of every kind and description;
- iv) manage, operate, repair, alter or extend the Charged Premises or any part thereof.

The Chargor undertakes to ratify and confirm whatever any such receiver may do in the premises.

B) The Chargee may at its discretion vest the receiver with all or any of the rights and powers of the Chargee.

C) The Chargee may fix the reasonable remuneration of the receiver who shall be entitled to deduct the same out of the revenue or the sale proceeds of the Charged Premises.

D) Every such receiver shall be deemed the agent or attorney of the Chargor and, in any event, the agent of the Chargee and the Chargee shall not be responsible for his acts or omissions.

E) The appointment of any such receiver by the Chargee shall not result in or create any liability or obligation on the part of the Chargee to the receiver or to the Chargor or to any other person and no appointment or removal of a receiver and no actions of a receiver shall constitute the Chargee a Chargee in possession of the Charged Premises.

F) No such receiver shall be liable to the Chargor to account for monies other than monies actually received by him in respect of the Charged Premises, or in part thereof, and out of such monies so received every such receiver shall in the following order, pay:

- i) his remuneration aforesaid
- ii) all costs and expenses of every nature and kind incurred by him in connection with the exercise of his powers and authority hereby conferred;
- iii) interest, principal and other money which, from time to time, be or become charged upon the charged Premises in priority to these present, including taxes;
- iv) to the Chargee all interest, principal and other monies due hereunder to be paid in such order as the Chargee in its discretion shall determine;
- v) and thereafter, every such receiver shall be accountable to the Chargor for any surplus.

The remuneration and expenses of the receiver shall be paid by the Chargor on demand and shall be a charge on the Charged Premises and shall bear interest from the date of demand at the same rate as applies to the principal hereby secured.

G) Save as to claims for accounting under clauses (F) of this paragraph, the Chargor hereby releases and discharges any such receiver from every claim of every nature, whether sounding in damages or not which may arise or be caused to the Chargor or any person claiming through or under him by reason or as a result of anything done by such receiver unless such claim be the direct proximate result of dishonesty or fraud.

H) The Chargee may, at any time and from time to time, terminate any such receivership by notice in writing to the Chargor and to any such receiver.

I) The statutory declaration of the Chargee as to default under the provisions of these presents and as to the due appointment of the receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with a receiver who is ostensibly exercising powers herein provided for and such dealing shall be deemed, as regards to such person, to be valid and effectual.

J) The rights and powers conferred herein in respect of the receiver are supplemental to and not in substitution of any other rights and powers which the Chargor may have.

E.S.

FOR OFFICE USE ONLY

This is Exhibit "J" referred to in the Affidavit of Joseph Chetti sworn by Joseph Chetti of the City of Kleinburg, in the Province of Ontario, before me, at the City of Toronto, in the Province of Ontario, this 16<sup>th</sup> day of June 2025, in accordance with *O.Reg. 431/20, Administering Oath or Declaration Remotely*.



---

*Commissioner for taking affidavits (or as June be)*

**Alexandra Teodorescu, LSO# 63889D**

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

PROPERTY DESCRIPTION: PT LTS 1, 2 & 3 CON 4 AS IN R01284373 EXCEPT PT 1 51R31629 TECUMSETH; S/T R0318906; NEW TECUMSETH

PROPERTY REMARKS:
ESTATE/QUALIFIER:

 FEE SIMPLE  
 LT CONVERSION QUALIFIED

RECENTLY:

DIVISION FROM 58170-0247

PIN CREATION DATE:

2003/01/24

OWNERS' NAMES:  
 WOODINGTON ESTATES INC.

CAPACITY   SHARE  
 ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2003/01/24 **			
** SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
** DATE OF CONVERSION TO	LAND TITLES: 1998/11/23 **					
R0318906	1969/12/22	TRANSFER EASEMENT			THE BELL TELEPHONE COMPANY OF CANADA	C
51R9747	1980/09/10	PLAN REFERENCE				C
RO753296	1981/12/07	BYLAW		*** DELETED AGAINST THIS PROPERTY ***		
51R13112	1984/11/28	PLAN REFERENCE				C
RO868100Z	1985/07/02	REST COV APL ANNEX				C
RO1014318	1988/07/29	CHARGE		*** DELETED AGAINST THIS PROPERTY ***	ROBAR LIMITED	
RO1037681	1988/12/16	CHARGE		*** DELETED AGAINST THIS PROPERTY ***	VAN LEEUWEN, GERRIT	
RO1092295	1989/12/15	CHARGE		*** DELETED AGAINST THIS PROPERTY ***	BIASOTTO, JOHN BIASOTTO, RENATA	

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

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

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
SC638624	2008/04/15	APL (GENERAL)		*** COMPLETELY DELETED *** SOUTHRIDGE VISTAS INC.		
51R40761	2016/12/09	PLAN REFERENCE				C
SC1421201	2017/06/16	BYLAW		THE CORPORATION OF THE TOWN OF NEW TECUMSETH		C
		REMARKS: BY-LAW NO. 2017-085 BY-LAW TO RELEASE RELATING IN THE FORMER TOWNSHIP OF TECUMSETH		BY-LAW NO. 81-38, A BY-LAW TO CONFIRM COMPLIANCE WITH CERTAIN TILE DRAINAGE FINANCIAL OBLIGATION		
SC1551313	2018/10/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** SOUTHRIDGE VISTAS INC.		
		REMARKS: RO1014318.				
SC1551314	2018/10/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** SOUTHRIDGE VISTAS INC.		
		REMARKS: RO1037681.				
SC1551315	2018/10/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** SOUTHRIDGE VISTAS INC.		
		REMARKS: RO1092295.				
SC1568886	2019/01/11	TRANSFER	\$4,670,000	SOUTHRIDGE VISTAS INC.	WOODINGTON ESTATES INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
SC1568887	2019/01/11	CHARGE	\$11,500,000	WOODINGTON ESTATES INC.	EISEN, MELVYN	C
SC1568888	2019/01/11	NO ASSGN RENT GEN		WOODINGTON ESTATES INC.	EISEN, MELVYN	C
		REMARKS: SC1568887.				
SC1569122	2019/01/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: SC598354.				
SC1569123	2019/01/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: LT437722.				
SC1615589	2019/08/12	CHARGE	\$5,500,000	WOODINGTON ESTATES INC.	GOLDY METALS HOLDINGS INC.	C
SC1615590	2019/08/12	NO ASSGN RENT GEN		WOODINGTON ESTATES INC.	GOLDY METALS HOLDINGS INC.	C



## ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER **88**

LAND  
REGISTRY  
OFFICE #51

92

58170-0498 (LT)

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

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

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

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

This is Exhibit "K" referred to in the Affidavit of Joseph Chetti sworn by Joseph Chetti of the City of Kleinburg, in the Province of Ontario, before me, at the City of Toronto, in the Province of Ontario, this 16<sup>th</sup> day of June 2025, in accordance with *O.Reg. 431/20, Administering Oath or Declaration Remotely*.



---

*Commissioner for taking affidavits (or as June be)*

**Alexandra Teodorescu, LSO# 63889D**

**Properties**

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

**Chargor(s)**

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

*Name* WOODINGTON ESTATES INC.  
*Address for Service* c/o 156 Capner Court  
 Kleinburg Ontario  
 L0C 1J0

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

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

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

*Name* EISEN, MELVYN  
*Address for Service* 70 Bond Street  
 Suite 200  
 Toronto Ontario  
 M5B 1X3  
  
*Name* WINDSOR II LIMITED PARTNERSHIP  
*Address for Service* 28 Hazelton Avenue  
 Suite 200  
 Toronto Ontario  
 M5R 2E2

**Provisions**

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

**Additional Provisions**

This is a collateral mortgage to a mortgage being registered on PIN 03349-0125 (11720 HWY 27 Vaughan) in favour of Melvyn Eisen securing the sum of \$25,000,000.00.

When the discharge for the source mortgage is registered on PIN 03349-0125, it will also delete this mortgage.

**Signed By**

Melvyn David Eisen	200-70 Bond St. Toronto M5B 1X3	acting for Chargor(s)	Signed	2022 07 21
--------------------	---------------------------------------	--------------------------	--------	------------

Tel 416-367-0136

Fax 416-366-3882

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

**Submitted By**

MELVYN D. EISEN

200-70 Bond St.  
Toronto  
M5B 1X3

2022 07 21

Tel 416-367-0136  
Fax 416-366-3882**Fees/Taxes/Payment**

Statutory Registration Fee	\$66.30
<i>Total Paid</i>	\$66.30

This is Exhibit "L" referred to in the Affidavit of Joseph Chetti sworn by Joseph Chetti of the City of Kleinburg, in the Province of Ontario, before me, at the City of Toronto, in the Province of Ontario, this 16<sup>th</sup> day of June 2025, in accordance with *O.Reg. 431/20, Administering Oath or Declaration Remotely*.



---

*Commissioner for taking affidavits (or as June be)*

**Alexandra Teodorescu, LSO# 63889D**

May 16, 2024

**PERSONAL & CONFIDENTIAL**

**VIA EMAIL TO [elenasalv2000@yahoo.com](mailto:elenasalv2000@yahoo.com)  
 AND REGULAR AND REGISTERED MAIL**

First Global Financial Corp.  
 801 Lawrence Avenue East, Ph5  
 Toronto, ON M3C 3W2

Attention: Elena Salvatore, President

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

Dear Sir,

We are lawyers for the Lenders. The Borrower is indebted to the Lenders pursuant to a Charge/Mortgage in the principal amount of \$25,000,000 registered against title to the Property on July 21, 2022 as Instrument No. YR3455578 (the "Charge").

We are advised by the Lenders that the Charge matured on August 1, 2023. Despite maturity, the Charge has not been repaid.

According to the Lender's records, the amount due and owing under the Charge as of May 16, 2024, is \$27,294,092.47.

Interest continues to accrue on the amount aforementioned at the rate of 12% per annum from May 17, 2024 to the date of payment.

Your indebtedness is also secured by a collateral Charge/Mortgage made between Woodington Estates Inc. as chargor and Melvyn Eisen and Windsor II Limited Partnership as chargees, in the principal amount of \$5,000,000 registered against title to the property municipally described as 7110 4<sup>th</sup> Line, Tottenham, Ontario on July 21, 2022 as Instrument No. SC1916092.

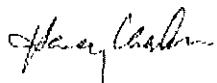
On behalf of the Lenders, we hereby demand payment of the amount owing under the Charge. Unless payment of the aforesaid amount, together with additional interest accrued, fees, expenses and legal costs actually incurred to the date of payment or satisfactory arrangements therefor are made forthwith,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

# Chaitons LLP

Page 2

Enclosed please find the Lenders' Notice of Intention to Enforce Security, which is served upon the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,  
CHAITONS LLP



Harvey Chatton  
PARTNER  
Encl.

cc: Melvyn Eisen  
cc: Windsor Private Capital Limited Partnership

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

To: **First Global Financial Corp.**, an insolvent person

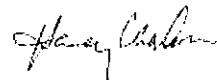
Take notice that:

1. **Melvyn Eisen and Windsor II Limited Partnership**, secured creditors, intend to enforce their security on all of the present and after-acquired property of First Global Financial Corp.
2. The security that is to be enforced is (i) a Charge/Mortgage made between First Global Financial Corp. as chargor and Melvyn Eisen and Windsor II Limited Partnership as chargees, in the principal amount of \$25,000,000 registered on July 21, 2022 as Instrument No. YR3455578 against title to the property municipally described as 11720 Highway 27, Vaughan, Ontario; and (ii) a Charge/Mortgage made between Woodington Estates Inc. as chargor and Melvyn Eisen and Windsor II Limited Partnership as chargees, in the principal amount of \$5,000,000 registered against title to the property municipally described as 7110 4<sup>th</sup> Line, Tottenham, Ontario, on July 21, 2022 as Instrument No. SC1916092 (the "Security").
3. The total amount of indebtedness secured by the Security as at the close of business on May 16, 2024 is **\$27,294,092.47**, for principal and interest plus legal costs.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

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

**Melvyn Eisen and Windsor II Limited Partnership,**  
by their lawyers, Chaitons LLP

Per:



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Harvey Chaiton

This is Exhibit "M" referred to in the Affidavit of Joseph Chetti sworn by Joseph Chetti of the City of Kleinburg, in the Province of Ontario, before me, at the City of Toronto, in the Province of Ontario, this 16<sup>th</sup> day of June 2025, in accordance with *O.Reg. 431/20, Administering Oath or Declaration Remotely*.



---

*Commissioner for taking affidavits (or as June be)*

**Alexandra Teodorescu, LSO# 63889D**

**NOTICE OF SALE UNDER MORTGAGE**

TO: Those persons listed in Schedule "A" hereto.

TAKE NOTICE that default has been made in payment of the moneys due under a certain mortgage dated 21<sup>st</sup> day of July, 2022 made between First Global Financial Corp., as mortgagor, and Melvyn Eisen and Windsor II Limited Partnership, as mortgagees, on the security of the lands and premises described as:

PT LT 32 CON 9 VAUGHAN PT 1 65R18567; CITY OF  
VAUGHAN  
PIN: 03349 - 0125

and municipally known as: 11720 Highway 27  
Vaughan, Ontario  
LOJ 1CO

which mortgage was registered the 21<sup>st</sup> day of July, 2022 in the Land Registry Office for the Land Titles Division of York Region as Instrument No. YR3455578 (the "Mortgage");

AND I HEREBY give you notice that the amount now due on the aforesaid Mortgage for principal money, interest, administration and statement fees as per the Mortgage, legal costs re Notice under the Bankruptcy and Insolvency Act, and legal costs re this power of sale, are made up as follows:

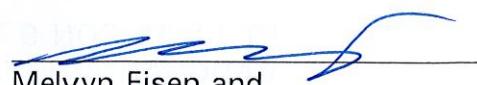
a.	Principal as of August 1, 2024	\$25,000,000.00
b.	Interest to September 24, 2024	440,931.51
c.	Administration and statement fees as per Mortgage	2,655.50
d.	Legal costs (Bankruptcy Notice)	850.00
e.	Legal costs (Notice of Sale)	7,500.00
f.	HST on Legal costs	<u>1,085.50</u>
	Total	\$25,453,022.51

(such amount for costs being up to and including the service of this notice only, and thereafter such further costs and disbursements will be charged as may be proper), together with interest at the rate of 12.0% per annum, calculated monthly, on the principal money and interest from the 24<sup>th</sup> day of September, 2024 to the date of payment.

2024 SEP 27

AND UNLESS said sums are paid on or before the 1<sup>st</sup> day of day of November, 2024, we shall sell the property covered by the Mortgages under the provisions contained in it. This Notice is given to you as you appear to have an interest in the mortgaged properties and may be entitled to redeem the same.

DATED at Toronto the 27<sup>th</sup> day of September, 2024.



Melvyn Eisen and  
Windsor II Limited Partnership,  
by their solicitor  
Neal H. Roth  
39 Nina Street  
Toronto, Ontario  
M5R 1Z5

Tel: (416) 351-7706  
Fax: (416) 351-7684  
[nealroth@on.aibn.com](mailto:nealroth@on.aibn.com)

**SCHEDULE "A"**

First Global Financial Corp.  
801 Lawrence Avenue East  
PH5  
Toronto, Ontario  
M3C 3W2

First Global Financial Corp.  
c/o Brar Tambr Rigby Professional  
Corporation  
9-6980 Martiz Drive  
Mississauga, Ontario  
L5W 1Z3

Bridle Park Inc.  
77 City Centre Drive  
#602  
Mississauga, Ontario  
L5B 1M5

Clearview Garden Estates Inc.  
77 City Centre Drive  
#602  
Mississauga, Ontario  
L5B 1M5

Randy Hoffner  
c/o SimpsonWigle Law LLP  
103-1006 Skyview Drive  
Burlington, Ontario  
L7P 0V1

TGP Global Partners Limited  
c/o SimpsonWigle Law LLP  
103-1006 Skyview Drive  
Burlington, Ontario  
L7P 0V1

Joseph Chetti  
156 Capner Court  
Kleinburg Ontario  
L0C 1J0

First Global Financial Corp.  
11720 Highway 27  
Vaughan, Ontario  
L0J 1C0

Fort Erie Hills Inc.  
77 City Centre Drive  
#602  
Mississauga, Ontario  
L5B 1M5

Bridle Park II Inc.  
77 City Centre Drive  
#602  
Mississauga, Ontario  
L5B 1M5

Clearview Park Inc.  
77 City Centre Drive  
#602  
Mississauga, Ontario  
L5B 1M5

Pauline Hoffner  
c/o SimpsonWigle Law LLP  
103-1006 Skyview Drive  
Burlington, Ontario  
L7P 0V1

Elena Salvatore  
801 Lawrence Avenue East  
PH5  
Toronto, Ontario  
M3C 3W2



39 Nina Street  
Toronto, Ontario  
M5R 1Z5

105  
156 Capner

Registered Letter  
Lettre recommandée

Do not cover chevron  
Ne couvrez pas le chevron

CANADA POST		POSTES CANADA	
Date	2024-09-27	Postage - Port	\$11.65 CAD
TORONTO ON N6C 1C0	1.J	0.015 kg	CANADA
0000000	010394610	0104134	



105  
L0J 1C0

Registered Mail™ | Courrier recommandé™

SIGNATURE



R



TRACKING NUMBER

RN 517 399 546 CA

N° DE REEXPÉDITION

REEXP

Sender's name and address must be legible and clearly marked on the outside of the item. If the item does not contain this information, it may be returned to the sender. This item is not returnable.

105  
L0J 1C0



This is Exhibit "N" referred to in the Affidavit of Joseph Chetti sworn by Joseph Chetti of the City of Kleinburg, in the Province of Ontario, before me, at the City of Toronto, in the Province of Ontario, this 16<sup>th</sup> day of June 2025, in accordance with *O.Reg. 431/20, Administering Oath or Declaration Remotely*.



---

*Commissioner for taking affidavits (or as June be)*

**Alexandra Teodorescu, LSO# 63889D**

**Properties**

PIN 03349 - 0125 LT  
 Description PT LT 32 CON 9 VAUGHAN PT 1 65R18567 ;; CITY OF VAUGHAN  
 Address 11720 HIGHWAY 27  
 VAUGHAN

**Consideration**

Consideration \$2.00

**Applicant(s)**

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

Name FIRST GLOBAL FINANCIAL CORP.  
 Address for Service c/o Brar Tamber Rigby Professional  
 Corporation  
 9-6980 Martiz Drive, Mississauga,  
 Ontario L5W 1Z3

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

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

Party To(s)	Capacity	Share
Name FORT ERIE HILLS INC.	Joint Account	
Address for Service 77 City Centre Drive #602, Mississauga, ON L5B 1M5		
A person or persons with authority to bind the corporation has/have consented to the registration of this document.		
This document is not authorized under Power of Attorney by this party.		
Name BRIDLE PARK INC.	Joint Account	
Address for Service 77 City Centre Drive #602, Mississauga, ON L5B 1M5		
A person or persons with authority to bind the corporation has/have consented to the registration of this document.		
This document is not authorized under Power of Attorney by this party.		
Name BRIDLE PARK II INC.	Joint Account	
Address for Service 77 City Centre Drive #602, Mississauga, ON L5B 1M5		
A person or persons with authority to bind the corporation has/have consented to the registration of this document.		
This document is not authorized under Power of Attorney by this party.		
Name CLEARVIEW GARDEN ESTATES INC.	Joint Account	
Address for Service 77 City Centre Drive #602, Mississauga, ON L5B 1M5		
A person or persons with authority to bind the corporation has/have consented to the registration of this document.		
This document is not authorized under Power of Attorney by this party.		

Name CLEARVIEW PARK INC.  
 Address for Service 77 City Centre Drive #602,  
 Mississauga, ON L5B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

**Statements**

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

This notice may be deleted by the Land Registrar when the registered instrument, YR3666111 registered on 2024/04/12 to which this notice relates is deleted

Schedule: See Schedules

**Signed By**

Ashlinder Brar	6980 Maritz Drive, Unit 9 Mississauga L5W 1Z3	acting for Applicant(s)	Signed	2024 04 26
----------------	---	----------------------------	--------	------------

Tel 647-477-0330

Fax 647-477-0329

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

**Submitted By**

Brar Tamber Law Professional Corporation	6980 Maritz Drive, Unit 9 Mississauga L5W 1Z3	2024 04 26
--	---	------------

Tel 647-477-0330

Fax 647-477-0329

**Fees/Taxes/Payment**

Statutory Registration Fee	\$69.95
Total Paid	\$69.95

**CHARGE AMENDING AGREEMENT**

**THIS AGREEMENT** made effective the 26<sup>th</sup> day of April, 2024.

**BETWEEN:**

**FORT ERIE HILLS INC., BRIDLE PARK INC., BRIDLE PARK II INC.,  
CLEARVIEW GARDEN ESTATES INC., CLEARVIEW PARK INC.**  
(collectively the "Chargee")

**AND:**

**FIRST GLOBAL FINANCIAL CORP.**  
(the "Chargor")

**AND:**

**VINCENT SALVATORE**  
(the "Guarantor")

**WHEREAS** by a charge/mortgage registered electronically in the Land Registry Office for the Land Titles Division of York Region (No. 65) on the 12<sup>th</sup> day of April, 2024 as Instrument No. YR3666111 (hereinafter called the "**Charge**") the Chargor did charge or mortgage those lands and premises described therein to the Chargee to secure the principal sum, interest, and other money as set out in the Charge;

**AND WHEREAS** Halton Park Inc. is the holder of receivables totaling \$7,800,000.00 registered as charge HR1665994 over the property described as PT LTS 7&8, CON 3 ESQ, AS IN 335221, EXCEPT 574487 & 679752; S/T EW15614 HALTON HILLS/ESQUESING (the "Halton Hills Lands");

**AND WHEREAS** Halton Park Inc. and the Chargor entered into an assignment agreement of even date wherein Halton Park Inc. assigned all of its right and interest in charge HR1665994 in the amount of \$7,800,000.00 in exchange for an amendment of the within Charge as set out herein;

**AND WHEREAS** in addition to the amendment of the within Charge as set out herein, the Chargor and Guarantor executed a promissory note and guarantee in the sum of \$7,800,000.00 in favour of Halton Park Inc. (the "**Note**");

**AND WHEREAS** for the purposes of the increase in the Charge, the parties hereto irrevocably agree and confirm that Halton Park Inc. shall be considered, *inter alia*, an additional joint account holder of the Charge notwithstanding it is not legally registered as a chargee under the Charge;

**AND WHEREAS** the Chargor, the Chargee and the Guarantor have agreed to, *inter alia*, amend the Charge in the manner hereinafter set out;

**NOW THEREFORE** this Agreement witnesses that in consideration of the premises and the sum of One (\$1.00) Dollar and the other good and valuable consideration now paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged) the parties hereto covenant and agree each with the other as follows:

1. Effective as of the date hereof, the following terms shall be amended under the heading "Provisions" on the first page of the mortgage from:

Principal:	\$45,000,000.00
------------	-----------------

to the following:

Principal:	\$52,800,000.00
------------	-----------------

2. Effective as of the date hereof, the following terms shall be added under the heading "Additional Provisions on the first page of the mortgage":

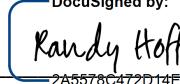
e. Upon the occurrence of a Triggering Event (as that term is defined under the Note), the sum of \$7,800,000.00 shall become immediately due and payable on June 14, 2024. Failure to pay this amount on this date, shall constitute a default under this Charge entitling the Chargee to enforce all remedies available under terms of the Charge.

3. The parties hereto hereby confirm that all statements set out in the recitals are true, correct and accurate in all respects and the parties hereto shall be bound by them without any additional agreements or formality being required therein.
4. In all other respects the parties hereto confirm all other terms including, without limitation, the guarantee to remain the same.
5. This Agreement shall, from the date hereof, be read and construed along with the Charge and be treated as a part thereof and for such purposes so far as may be necessary to effectuate these presents the Charge shall be regarded as being hereby amended, and the Charge as so amended together with all covenants and provisions thereof shall remain in full force and effect; provided that except as expressly provided in paragraphs 1 and 2 above, nothing herein contained shall affect or prejudice the rights of the Chargee as against the Chargor or any guarantee or covenantor of the Charge or as against any surety for the payment of the said principal sum, interest and other money, or any part thereof, or as against any subsequent encumbrancer or other person's interest in the property or the right of any of the persons aforesaid, all of which rights are hereby reserved.
6. All covenants and agreements contained herein shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.
7. The effective date of this Agreement is the date first written above.
8. The parties may execute this Agreement by signing and transmitting a signed copy thereof electronically or by facsimile, which will be to the same effect as if the parties had signed and delivered the original thereof.
9. This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one and the same instrument.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK; SIGNATURES ON  
FOLLOWING PAGES]**

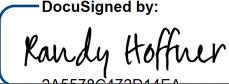
**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first written above.

**FORT ERIE HILLS INC.**

Per:   
Randy Hoffner  
2A5578C472D14EA...  
Randy Hoffner, ASO

I have authority to bind the Corporation.

**BRIDLE PARK INC.**

Per:   
Randy Hoffner  
2A5578C472D14EA...  
Randy Hoffner, ASO

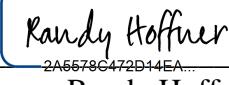
I have authority to bind the Corporation.

**BRIDLE PARK II INC.**

Per:   
Randy Hoffner  
2A5578C472D14EA...  
Randy Hoffner, ASO

I have authority to bind the Corporation.

**CLEARVIEW GARDEN ESTATES INC.**

Per:   
Randy Hoffner  
2A5578C472D14EA...  
Randy Hoffner, ASO

I have authority to bind the Corporation.

**CLEARVIEW PARK INC.**

Per:   
Randy Hoffner  
2A5578C472D14EA...  
Randy Hoffner, ASO

I have authority to bind the Corporation.

**FIRST GLOBAL FINANCIAL CORP.**

DocuSigned by:  


Per: 2D87AEFA8FAE464...

Elena Salvatore, President

I have authority to bind the Corporation.

**GUARANTOR:**

Dated at \_\_\_\_\_, as of the 24 day of April, 2024

DocuSigned by:



7555FB07783E449...

Witness

DocuSigned by:



9F3DA31400D44DE...

VINCENT SALVATORE

**MELVYN EISEN, TRUSTEE**

**- and -**

**WOODINGTON ESTATES INC.**

Applicant

Respondent

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at **TORONTO**

**AFFIDAVIT OF JOSEPH CHETTI**

**BLANEY MCMURTRY LLP**

Lawyers  
2 Queen Street East, Suite 1500  
Toronto, ON, M5C 3G5

**David T. Ullmann (LSO #42357I)**

Tel: (416) 596-4289  
Email: [dullmann@blaney.com](mailto:dullmann@blaney.com)

**Alexandra Teodorescu (LSO # 63889D)**

Tel: (416) 596-4279  
Email: [ateodorescu@blaney.com](mailto:ateodorescu@blaney.com)

Lawyers for Woodington Estates Inc., the Respondent

MELVYN EISEN, TRUSTEE

and

WOODINGTON ESTATES INC.

Applicant

Respondent

Email addresses of recipients: See Service List

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at **TORONTO**

**RESPONDING MOTION RECORD OF WOODINGTON  
ESTATES INC.**

**BLANEY MCMURTRY LLP**

Lawyers  
2 Queen Street East, Suite 1500  
Toronto, ON, M5C 3G5

**David T. Ullmann (LSO #42357I)**

Tel: (416) 596-4289  
Email: [dullmann@blaney.com](mailto:dullmann@blaney.com)

**Alexandra Teodorescu (LSO # 63889D)**

Tel: (416) 596-4279  
Email: [ateodorescu@blaney.com](mailto:ateodorescu@blaney.com)

Lawyers for Woodington Estates Inc., the Respondent