

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.

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Applicants

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TAB 1

Court File No. CV-00713245-00CL

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Applicants

**NOTICE OF MOTION
(Expansion of Monitor's Powers)**

The secured lenders of the Applicants, by their representative counsel, Chaitons LLP, appointed pursuant to the Initial Order of this Court dated January 23, 2024, as subsequently amended and restated by Orders dated February 15, 2024 and March 28, 2024 (as amended and restated, the "**ARIO**"), will make a motion before a judge of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on Monday, June 24, 2024, at 10:00 am, or as soon after that time as the motion can be heard.

THE PROPOSED METHOD OF HEARING:

- In writing under subrule 37.12.1 (1);
- In writing as an opposed motion under subrule 37.12.1 (4);
- In person;
- By telephone conference;
- By video conference.

Via Zoom link to be provided by the Court in advance of the motion.

THE MOTION IS FOR:

1. an order, in the form attached hereto at **Schedule “A”** (the “**Expanded Powers Order**”), among other things:
 - (a) if necessary, abridging the time for, and validating service of, this Notice of Motion and supporting materials such that the motion is properly returnable on June 24, 2024, and dispensing with further service thereof; and
 - (b) granting to KSV Restructuring Inc. (“**KSV**”), in its capacity as monitor of the assets, undertakings, and properties of the Applicants appointed pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) (in such capacity, the “**Monitor**”), expanded powers with respect to the Applicants, and granting related relief as set out in Schedule “A” hereto;
 - (c) providing that: (i) the Applicants’ current legal counsel, Bennett Jones LLP (“**Bennett Jones**”), shall cooperate with and take instructions from the Monitor, provided that Bennett Jones shall not be required to disclose to the Monitor any privileged information received by it prior to the date of the Expanded Powers Order; and (ii) from and after the Expanded Powers Order, notwithstanding the ARIO, Bennett Jones shall not be entitled to payment of any legal fees by the Applicants in connection with any services provided to, or for the benefit of, the Applicants or the principals of the Applicants (including any Additional Stay Parties as defined in the ARIO), nor shall such fees be subject to the Administration Charge (as defined in the ARIO), unless such services are expressly requested by the Monitor; and

- (d) providing that, until directed otherwise by the Monitor or until further order of the Court, each of SIDRWC Inc. o/a SID Developments (“**SID Developments**”), SID Management Inc. (“**SID Management**”) and 2707793 Ontario Inc. o/a SID Renos (“**SID Renos**”, and collectively with SID Developments and SID Management, the “**SID Companies**”) shall (i) continue to perform the services provided by them to the Applicants in accordance with their existing contracts and agreements with the Applicants as may be required by the Monitor and in doing so shall exclusively report to and take direction from the Monitor on behalf of the Applicants, (ii) forthwith remit any monies collected by them on behalf of the Applicants to the Monitor, including without limitation all rent collected on behalf of the Applicants, (iii) as may be requested by the Monitor, cooperate with the Monitor in any transition of the services provided by the SID Companies to alternative service providers determined by the Monitor, and (iv) refrain from incurring any obligations, or making any commitments, on behalf of any of the Applicants, including with respect to any ongoing or future renovations of the Applicants’ Property, without the prior written consent of the Monitor; and
2. such further and other relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE:

Overview

1. The Applicants have operated a sham enterprise, borrowing well over \$100 million from innocent investors (including retirement savings). These investors are facing potentially catastrophic losses.

2. The Applicants and the Principals¹ have, among other things: (a) lied to their investors; (b) withheld material information from their investors and from the Monitor; (c) misappropriated millions of dollars of investor funds; (d) neglected their duties as owners and managers of the only assets available for recoveries to the investors (i.e., the mortgaged properties); (e) committed various bankruptcy offences; and (f) not been truthful in their filings with the Court during the course of this proceeding.

3. The Applicants are also abusing the CCAA process to protect the Principals, who own or control additional non-Applicant corporations which continue to operate outside the supervision of the Court. During the course of this proceeding, the Principals have sold assets, and are continuing to attempt to sell other assets, while having the benefit of a stay of proceedings granted in this proceeding.

Monitor's Investigation

4. On June 11, 2024, the Monitor released a report detailing its findings following its conduct of an investigation into, among other things, the Applicants' use of borrowed funds and pre-filing transactions conducted by the Applicants and/or the Principals and affiliates, undertaken in accordance with the ARIO (the "**Fourth Report**"). The Monitor has identified, among other things:

- (a) "questionable" transfers from the Applicants to the Principals, affiliated entities and third parties without any apparent benefit to the Applicants' business;

¹ Robert Clark ("**Clark**"), Aruba Butt ("**Butt**"), Ryan Molony ("**Molony**"), Dylan Suitor ("**Suitor**"), Sam Drage ("**Drage**") and Bronwyn Bullen ("**Bullen**") (collectively, the "**Principals**"),

- (b) “questionable” dividend payments or repayment of amounts identified as “shareholder loans”;
- (c) “a pervasive lack of proper record keeping, particularly for a business with assets and liabilities with a book value in the hundreds of millions of dollars”; and
- (d) myriad other “deficient business practices”.

5. The Monitor identified numerous instances of borrowed funds transferred by the Applicants to either the Principals or non-Applicant corporations owned or controlled by one or more of the Principals. These transactions totalled millions of dollars and accelerated the Applicants’ liquidity crisis that resulted in this CCAA proceeding.

6. It appears to the Monitor that the recurring transfers of the Applicants’ borrowed funds to the Principals, or corporations that they control or own, form a pattern of unjustifiable defalcation of funds lent to the Applicants by investors.

7. Personal expenses paid from funds lent by innocent investors include jewellery, lavish travel expenses, including private jets and luxury villas/hotels, private chefs, payments at various nightclubs, payments to social media personalities and payments to other marketing companies with no apparent connection to the Applicants’ business.

8. The Monitor also identified transfers totalling approximately \$7.4 million in net payments to non-Applicant corporations owned or controlled by the Principals.

9. The Monitor also identified payments to SID Management² and SID Renos that could not be adequately explained by the fee structure described in Clark's affidavits filed with this Court. Without accounting for funds received directly by SID Management or SID Renos from the Applicants' rental income, the Monitor identified payments by the Applicants of over \$2.5 million to SID Management and SID Renos. In addition, the Monitor noted that SID Renos appears to receive undisclosed "vendor rebates" from contractors, paid by the Applicants, further increasing the funds SID Renos received.

10. The Monitor also identified additional direct payments by the Applicants to the Principals, alleged to be business-related, but which the Applicants have not validated as having any business purpose.

11. The Monitor also identified almost \$1 million in questionable net payments by the Applicants to their shareholders described in their general ledgers as "dividend payments" or "shareholder loans". In the case of the shareholder loans, there is limited evidence of the actual loans. In addition, the timing of repayment was concerning given the Applicants' liquidity issues.

12. The Applicants also failed to maintain appropriate corporate or accounting records, including the failure to pass corporate resolutions, hold board meetings, maintain general ledgers, file tax returns. In that respect, tens of millions of dollars of receipts and disbursements were not recorded in the general ledgers and each of the Applicants failed to maintain a general ledger after 2022.

² The SID Companies are entities owned and/or controlled by the Principals that allegedly "run the business of specializing in the acquisition, renovation and leasing of distressed residential real estate in tertiary markets throughout Ontario".

13. The Applicants' failure to maintain up-to-date or proper financial records, including records of how the proceeds of the promissory note loans were spent, has limited the Monitor's ability to gain complete visibility into the use of the Applicants' funds.

14. The absence of proper accounting and record-keeping resulted in an inability to track, understand and assess the extent of liability associated with and arising from mortgage loans and promissory note loans. In at least one instance, the Monitor became aware that a promissory note loan that referenced a property was renewed after that property had been sold. In another instance, the Monitor learned that two promissory note loans referencing a property were renewed after that property burned down. Additionally, the Applicants failed, were unable to or did not have proper accounting records to ensure municipal taxes were paid on time (or at all) while signing loan agreements representing that there were no tax arrears. The Applicants misrepresented to investors when they advanced funds that realty taxes on mortgaged properties were fully paid when in fact they had not and would not be paid.

15. The Monitor has also raised serious concerns regarding the continued borrowing from investors and transfers to Principals and affiliated entities when the solvency of the Applicants' business was highly questionable. The Applicants continued borrowing, in part to finance interest payments on prior debt obligations. As the Applicants' challenges servicing their debt became more apparent, at least as early as the "severe liquidity issues" of mid-2022, the Applicants continued to renew loans and increase leverage. Importantly, the investors were not apprised of the corporate structure of the Applicants, liquidity issues or more generally the insolvency of the Applicants.

16. The Monitor also has raised serious concerns about the Applicants' pervasive practice of transferring borrowed funds amongst related companies without restricting the use of funds to the

Applicant that borrowed them or the property in respect of which the funds were loaned. There appears to have been complete disregard for the importance of treating each Applicant and affiliated/related company as separate and distinct corporate entities.

17. In total, the Monitor identified over \$12 million in transfers among the Applicants. Investors did not receive any or adequate disclosure of this practice. Rather, investors were led to believe that their funds would exclusively be used by the borrower, and more specifically, in relation to a particular property. Notably, the promissory notes issued by the Applicants each reference a specific property. However, the proceeds of such promissory note loans were not always used for the property referenced in the promissory note. Investors holding first mortgages and promissory notes were not made aware of this practice nor did any of the loan documents examined contemplate such transfers. In these respects, the Applicants misled investors as to how the funds they were lending to the Applicants would be used.

18. The Principals also appear to be attempting to disavow their liability under personal guarantees that they signed in favour of investors in respect of some of their borrowings.

19. The Monitor also identified a number of properties that were listed and sold prior to the date the Applicants filed for CCAA protection, many of which were sold to what appear to be non-arm's length parties. The Monitor is concerned about the timing of these non-arm's length sales (which closed in December 2023 and January 2024), especially when it is clear that not all promissory note holders in respect of these properties were repaid.

20. Notwithstanding earlier filings with this Court deposing that unsecured lenders were owed approximately \$50 million, the Applicants are now asserting (over 4 months after their CCAA filing) that these lenders are owed closer to \$20 million.

21. The Monitor has also identified undisclosed conflicts of interest among certain of the Applicants and/or the Principals.

22. The Monitor has also concluded that the Applicants continued to borrow funds and renew loans when they knew or ought to have known that there was no reasonable chance of repaying them. Despite that knowledge, the Applicants appeared willing to borrow more to pay interest on prior debt obligations.

Dispositions of Assets by Non-Applicants

23. The Principals own or control additional non-Applicant corporations which continue to operate outside the supervision of the Court. During the course of this proceeding, the Principals have sold assets, and are continuing to attempt to sell other assets, while having the benefit of a stay of proceedings granted in this proceeding.

Applicants' Neglect of the Mortgaged Properties

24. The Applicants have neglected many of the mortgaged properties. On at least three of the mortgaged properties, the residential structures have been demolished or are slated for demolition. The Applicants did not notify their secured or unsecured lenders regarding these circumstances. Affected lenders now face potentially irreparable harm as a result of the Applicants' breaches of their duties as owners and/or managers of these properties, particularly where their actions have negated any available insurance coverage.

Other

25. It is in the best interests of the Applicants' stakeholders that the Monitor's powers be expanded as described in Schedule "A".

26. The provisions of the CCAA and the inherent and equitable jurisdiction of this Honourable Court.

27. Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.

28. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

1. The Fourth Report;
2. Affidavit of Sofia Pino;
3. Affidavit of Andrew Adams;
4. Affidavit of Paul Searle; and
5. Such further and other material as counsel may advise and this Honourable Court may permit.

June 14, 2024

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

George Benchetrit (34163H)
Tel: (416) 218-1141
Email: george@chaitons.com

**Court-Appointed Secured Lender
Representative Counsel**

TO: THE SERVICE LIST

Schedule "A"

Court File No.: CV-24-00713245-00CL

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

THE HONOURABLE)	MONDAY, THE 24 TH
)	
JUSTICE)	DAY OF JUNE, 2024

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY
GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE
PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE
MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS
INC. AND JOINT CAPTAIN REAL ESTATE INC. (collectively the
“Applicants”, and each an “Applicant”)**

**ORDER
(Expansion of Monitor’s Powers)**

THIS MOTION, made by the secured lenders of the Applicants, by their representative counsel, Chaitons LLP (“**Secured Lender Representative Counsel**”), appointed pursuant to the Initial Order of this Court dated January 23, 2024, as subsequently amended and restated by Orders dated February 15, 2024 and March 28, 2024 (as amended and restated, the “**SARIO**”), for an order expanding the powers of KSV Restructuring Inc., in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the “**Monitor**”) and related relief, was heard this day by judicial videoconference via Zoom.

ON READING the Fourth Report of the Monitor dated June 11, 2024, the Fifth Report of the Monitor dated June ●, 2024, the Affidavit of Sofia Pino sworn June ●, 2024, the Affidavit of Paul Searle sworn June ●, 2024, the Affidavit of Andrew Adams sworn June ●, 2024, ●, and such other materials that were filed, and on hearing the submissions of Secured Lender Representative Counsel, counsel to the Applicants, Unsecured Lender Representative Counsel, counsel to the

Monitor, counsel to The Fuller Landau Group Inc. in its capacity as court-appointed receiver and trustee in bankruptcy of The Lion's Share Group Inc., counsel to the DIP Lender, and such other counsel that were present, no else appearing although duly served as appears from the affidavit of service of ●, filed,

SERVICE AND DEFINITIONS

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS that capitalized terms used in this Order and not defined herein shall have the meanings ascribed to them in the SARIO.

EXPANSION OF MONITOR'S POWERS

3. THIS COURT ORDERS that in addition to the powers and duties of the Monitor set out in the SARIO, any other Order of this Court granted in this CCAA Proceeding, the CCAA and applicable law, and without altering in any way the obligations of the Applicants in this CCAA Proceeding, the Monitor is hereby empowered and authorized, but not required, to exercise any powers which may be properly exercised by a board of directors or any officers of the Applicants to cause the Applicants, to, including without limitation:

- (a) exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories, digitally backing up the Applicants' computer servers, and the placement of such insurance coverage as may be necessary or desirable;
- (c) manage, operate, and carry on the business of the Applicants, including the powers to enter into any agreements, incur any obligations in the ordinary course of

business, cease to carry on all or any part of the business, or cease to perform any contracts of the Applicants;

- (d) instruct consultants, appraisers, agents, experts, auditors, accountants, managers, property managers, counsel and any other advisors currently engaged or retained by the Applicants;
- (e) engage any other consultants, appraisers, agents, experts, auditors, accountants, managers, property managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Monitor's powers and duties, including without limitation those conferred by this Order;
- (f) receive and collect all monies and accounts now owed or hereafter owing to the Applicants and to exercise all remedies of the Applicants in collecting such monies;
- (g) settle, extend or compromise any indebtedness owing to the Applicants, including determining whether a court-ordered claims process is required;
- (h) execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, in the name and on behalf of the Applicants;
- (i) initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Applicants and/or the Property, and to settle or compromise any such proceedings;
- (j) market any or all of the Property or pursue other alternative transactions in respect of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof, negotiating such terms and conditions of sale or other transactions as the Monitor in its discretion may deem appropriate, including, but not limited to transactions in connection with the Sale and Investment Solicitation Process approved pursuant to the SISP Approval Order issued in this proceeding on April 12, 2024, as deemed appropriate by the Monitor;

- (k) report to, meet with and discuss with such affected Persons as the Monitor deems appropriate on all matters relating to the Property and this proceeding, and to share information, subject to such terms as to confidentiality as the Monitor deems advisable;
- (l) apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof;
- (m) exercise any shareholder, partnership, joint venture or other rights which the Applicants may have; and
- (n) take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so on behalf of the Applicants, to the exclusion of all other Persons, including the Applicants' directors, officers, employees and/or other representatives (including but not limited to Aruba Butt, Ryan Moloney, Robbie Clarke and Dylan Suitor), and without interference from any other Person.

4. THIS COURT ORDERS that, without limiting the foregoing, the Applicants' current legal counsel, Bennett Jones LLP ("**Bennett Jones**"), shall cooperate with and take instructions from the Monitor, provided that nothing in this Order shall require Bennett Jones LLP to disclose to the Monitor any privileged information received by it prior to the date of this Order. From and after the date of this Order, notwithstanding the SARIO, Bennett Jones shall not be entitled to payment of any legal fees by the Applicants in connection with any services provided to, or for the benefit of, the Applicants or the principals of the Applicants (including any Additional Stay Parties), nor shall such fees be subject to the Administration Charge (as defined in the SARIO), unless such services are expressly requested by the Monitor.

5. THIS COURT ORDERS that, without limiting the foregoing or the SARIO, until directed otherwise by the Monitor or until further order of the Court, each of SIDRWC Inc. o/a SID Developments ("**SID Developments**"), SID Management Inc. ("**SID Management**") and

2707793 Ontario Inc. o/a SID Renos (“**SID Renos**”, and collectively with SID Developments and SID Management, the “**SID Companies**”) shall:

- (a) continue to perform the services provided by them to the Applicants in accordance with their existing contracts and agreements with the Applicants as may be required by the Monitor and in doing so shall exclusively report to and take direction from the Monitor on behalf of the Applicants;
- (b) forthwith remit any monies collected by them on behalf of the Applicants to the Monitor, including without limitation all rent collected on behalf of the Applicants;
- (c) as may be requested by the Monitor, cooperate with the Monitor in any transition of the services provided by the SID Companies to alternative service providers determined by the Monitor; and
- (d) refrain from incurring any obligations, or making any commitments, on behalf of any of the Applicants, including with respect to any ongoing or future renovations of the Applicants’ Property, without the prior written consent of the Monitor.

6. THIS COURT ORDERS that the banks and/or financial institutions which maintain each of the Applicants’ bank accounts are directed to recognize and permit the Monitor and its representatives to complete any and all transactions on behalf of the Applicants and for such purpose, the Monitor and its representatives are empowered and shall be permitted to execute documents for, or on behalf of and in the name of the Applicants, and shall be empowered and permitted to add and remove persons having signing authority with respect to the accounts of the Applicants. The financial institutions maintaining such accounts shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken in accordance with the instructions of the Monitor for and on behalf of the Applicants, and/or as to the use or application of funds transferred, paid, collected or otherwise dealt with in accordance with such instructions and such financial institutions shall be authorized to act in accordance with and in reliance upon such instructions without any liability in respect thereof to any person.

7. THIS COURT ORDERS that, notwithstanding anything contained in this Order, the Monitor is not, and shall not be or be deemed to be, a director, officer or employee of any of the Applicants.

8. THIS COURT ORDERS that, without limiting the provisions of the SARIO, the Applicants shall remain in possession and control of their respective Property and the Monitor shall not take, or be deemed to have taken, possession or control of such Property, or any part thereof.

9. THIS COURT ORDERS that the Monitor shall not be liable for any employee-related liabilities of the Remaining Applicants, if any, other than amounts the Monitor may specifically agree in writing to pay. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related liabilities of the Remaining Applicants, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts.

10. THIS COURT ORDERS that: (i) in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, the Monitor and its legal counsel shall continue to have the benefit of all of the indemnities, charges, protections and priorities as set out in the SARIO and any other Order of this Court, and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor in carrying out of the provisions of this Order and exercising any powers granted to it hereunder; and (ii) the Monitor shall incur no liability or obligation as a result of exercising any powers granted to it hereunder, save and except for any gross negligence or wilful misconduct on its part.

11. THIS COURT ORDERS that nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of the Applicants within the meaning of any relevant legislation and that any distributions to creditors of the Applicants by the Monitor will be deemed to have been made by the Applicants.

12. THIS COURT ORDERS that the powers and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of the Applicants

with respect to such matters and, in the event of a conflict between the terms of this Order and those of the SARIO or any other Order of this Court, the provisions of this Order shall govern.

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**

Court File No. CV-00713245-00CL

**AND IN THE MATTER OF A PLAN OR COMPROMISE OR ARRANGEMENT OF
BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC.,
MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC.,
THE MULLIGAN INC. HORSES IN THE BACK INC., NEAT NESTS INC. AND
JOINT CAPTAIN REAL ESTATE INC.**

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

**NOTICE OF MOTION
(Expansion of Monitor's Powers)**

CHAITONS LLP

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

George Benchetrit (LSO #34163H)

Tel: (416) 218-1141

Email: george@chaitons.com

**Court-Appointed Secured Lender
Representative Counsel**

TAB 2

Court File No.: CV-24-00713245-00CL

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.

Applicants

**AFFIDAVIT OF SOFIA PINO
(Sworn June 14, 2024)**

I, Sofia Pino, of the city of Newmarket, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a certified Human Resources professional and an accredited executive coach possessing over 20 years of experience across various sectors. My specialty lies primarily in helping people navigate through change and transition, the formulation and execution of organizational strategy and design and the cultivation of culture and engagement. Currently, I am teaching at the college level and am an active volunteer within my community with food banks and various children's programs. Furthermore, for the past 15 years, my husband and I have been engaged in private lending as part of our investment portfolio.

2. I am also one of the lender representatives appointed by Chaitons LLP ("**Chaitons**"), in its capacity as representative counsel for all of the secured lenders of the Applicants appointed

pursuant to the Initial Order made in this proceeding on January 23, 2024, as subsequently amended and restated.

3. Since being appointed as a lender representative in February 2024, I have spoken with hundreds of other lenders regarding their issues as lenders to the Applicants, the hardship they are facing as a result of the defaults by the Applicants on their loan payments, and the frustration we are all experiencing as this court proceeding continues to move along at a tremendous cost, which is ultimately being borne by the Applicants' lenders.

4. I have personal knowledge of the matters to which I depose in this affidavit. Where I do not possess personal knowledge, I have stated the source of my information and, in all such cases, believe it to be true.

I. INVESTMENTS WITH THE APPLICANTS

5. My husband and I, in our personal capacities, provided loans secured by first-ranking mortgages over the following properties:

- (a) 382 Wilson Avenue, Timmins, Ontario;
- (b) 47 Queen Street, Kirkland Lake, Ontario;
- (c) 668 Lillian Avenue, Timmins, Ontario; and
- (d) 364 Cherry Street, Timmins, Ontario.

6. In addition, 1896891 Ontario Inc. ("**891**"), a company owned by my husband, provided loans to the Applicants secured by first-ranking mortgages over the following properties:

- (a) 690 Pine Street, Sault Ste. Marie, Ontario;
- (b) 162 Spadina Avenue, Sault Ste. Marie, Ontario (the “**Spadina Property**”);
- (c) 269 Kimberly Avenue, Timmins, Ontario (the “**Kimberly Property**”); and
- (d) 170 Kent Avenue, Timmins, Ontario.

II. GRANTING SECOND MORTGAGES WITHOUT CONSENT

7. As part of the closing of the loan for the Spadina Property, Aruba Butt, acting in her capacity as president of DSPLN Inc. (“**DSPLN**”), provided, among other things, a statutory declaration sworn on October 5, 2021 (the “**Statutory Declaration**”). Attached hereto as **Exhibit “A”** is a copy of the Statutory Declaration.

8. The Statutory Declaration stated, among other things, that there would be no further financing registered against title to the Spadina Property on the date of closing or anytime thereafter without the authorization and consent of 891.

9. On August 15, 2023, DSPLN registered a second charge in favour of Gaston Rajakurana against title to the Spadina Property for the sum of \$250,000 (the “**Second Spadina Loan**”). Attached hereto as **Exhibit “B”** is a copy of the parcel register of the Spadina Property.

10. At no point did DSPLN inform 891 about the Second Spadina Loan, nor did it seek 891’s consent for this loan.

11. Contrary to the Spadina Statutory Declaration, DSPLN obtained the Second Spadina Loan and registered a second charge against title to the Spadina Property without 891’s consent.

12. I have communicated directly with other holders of first-ranking mortgages who have also confirmed receiving sworn statutory declarations or similar covenants from the principals of the Applicants prohibiting further encumbrances on their mortgaged properties without their consent.

13. However, following the commencement of the CCAA proceedings, they too have learned about second mortgages that were registered on titles to their respective properties without their consent being sought or granted. Attached hereto and **Exhibit “C”** are copies of examples from Daniela Miele and Kathy Glaser.

14. On May 21, 2024, George Benchetrit, a partner at Chaitons, emailed Joshua Foster of Bennett Jones LLP, counsel for the Applicants (“**Bennett Jones**”), asking whether the Applicants sought consent from any first-ranking lenders before granting subsequent-ranking mortgages to other parties on any of the properties owned by the Applicants.

15. On May 24, 2024, Mr. Foster responded, stating that “[t]he Applicants did not have any direct correspondence with the first mortgage lenders and would not have sought such consents, where applicable, directly from any first mortgage lenders. Rather, the Applicants liaised exclusively with The Windrose Group Inc. (“**Windrose**”) with respect to their first mortgage loans, and apprised Windrose of the second mortgage loans that they had intended on securing. The Applicants are not able to confirm whether Windrose sought the consent of the applicable first mortgage lenders or relayed that information to such first mortgage lenders and if so, how or when.” Attached hereto as **Exhibit “D”** is the email correspondence between Mr. Benchetrit and Mr. Foster.

III. KIMBERLY PROPERTY

16. On January 22, 2024, I received a notice issued to the Applicants by the City of Timmins (the “**City**”) dated January 15, 2024 indicating that an inspection of the Kimberly Property had been conducted on or about January 11, 2024 (the “**January 15 Notice**”). The January 15 Notice identified unsafe conditions at the Kimberly Property and ordered remedial steps to be completed by January 22, 2024. Attached hereto as **Exhibit “E”** is a copy of the January 15 Notice.

17. On January 26, 2024, the City issued another notice to the Applicants indicating that the January 15 Notice had not been complied with and ordered that all occupancy of the Kimberly Property cease by February 2, 2024 (the “**January 26 Notice**”). Attached hereto as **Exhibit “F”** is a copy of the January 26 Notice.

18. On February 8, 2024, I spoke with the City’s building inspector and was informed of the following:

- (a) the Kimberly Property, along with 5 other properties owned by Interlude Inc. (“**Interlude**”) on the same street, are situated in front of a shelter experiencing a significant influx of people, leading to squatting and increased traffic;
- (b) the Kimberly Property no longer had tenants as they were relocated the previous week;
- (c) the Kimberly Property had been boarded up three times and needed to be re-boarded due to break-ins; and

(d) this property was being referred to as a “crack house” due to squatting and substances being discovered.

19. I informed KSV Restructuring Inc. (“**KSV**” or the “**Monitor**”) of the above information on February 8, 2024.

20. By email sent on February 12, 2024, Nisan Thurairatnam of KSV informed me¹ that the Applicants had notified him that the tenants had been removed from the Kimberly Property and that the property was secured. Mr. Thurairatnam provided me with a photo of a notice from the City dated February 9, 2024, indicating, among other things, that the repair obligations set out in the January 15 Notice were to be completed by March 1, 2024 (the “**February 9 Notice**”). Attached hereto as **Exhibit “G”** is a photo of the February 9 Notice.

21. On April 15, 2024, the City’s building inspector provided me with a copy of an “Order to Remedy Non-Conformity with Standards of Maintenance and Occupancy” issued by the City on March 11, 2024 with a deadline of April 30, 2024 (the “**March 11 Order**”), which was directly sent to Interlude. I had not been made aware of the March 11 Order, despite the Applicants presumably having received it on or around that date. Attached hereto as **Exhibit “H”** is a copy of the March 11 Order.

22. Among other things, the March 11 Order also indicated that an owner or occupant upon whom the order has been served may appeal to the property standards committee by sending notice of appeal on or before April 1, 2024 and in the event that the order is not appealed, it shall be deemed to be confirmed.

¹ My understanding is that KSV’s information related to the Kimberly Property as described in this affidavit, unless otherwise stated, was obtained from the Applicants.

23. On April 24, 2024, Dan Uszynski, a secured lender of the Applicants and also a secured lender representative, forwarded to me email correspondence between him and the City of Timmins from April 11, 2024 to April 24, 2024. This correspondence indicated, among other things, that the Kimberly Property was boarded up and scheduled for demolition.

24. I subsequently received from KSV an email from the City dated May 22, 2024, which referenced an inspection report dated May 21, 2024 of the Kimberly Property prepared by Rivard Engineering (the “**Rivard Report**”). In that email, the City also stated that upon review of the Rivard Report, the Enforcement Service Department and the Property Standards Officer were of the opinion that the Kimberly Property was beyond repair and must be torn down. The email further stated that a request for proposal for the removal of the house had been issued, closing on May 31, 2024, and that once a contractor was identified, the City intended to remove the structure.

25. On May 23, 2024, I sent an email to KSV asking what efforts the Applicants took to prevent the demolition from happening, and among other things, asked the following questions:

- (a) whether an appeal letter was ever submitted;
- (b) whether a building permit for its repairs were taken out; and
- (c) whether there has been any effort to show there was financial backing to support these repairs.

26. On May 23, 2024, Mr. Sieradzki responded by email and advised that KSV had asked its lawyers, Cassels Brock and Blackwell LLP, to engage with the City’s lawyer to determine whether demolition of the Kimberly Property could be avoided. Mr. Sieradzki also provided an email he received from the City’s lawyer, in which the City’s lawyer stated, among other things, as follows:

The Building Code Act and the City's Property Standards By-Law are clear that noncompliance with the order is the element that permits the City to proceed with enforcement and demolition: not whether or not the structure is in immediate danger of collapse.

The City's By-Law Enforcement arm views the report as confirming its initial assessment that the property is beyond repair and poses a threat to any occupants, including those who continue to access the property clandestinely for lack of supervision of the debtor.

The engineer's report suggests that substantive work is required to bring the property to compliance. Unfortunately, the City holds little faith in Mr. Molony's assertions that the property will be remedied in due course. In fact, the City has a difficult time understanding why any stakeholder in would view the repair of the property as a judicious use of the limited resources available to carry on the business of the debtor.

Mr. Molony had an opportunity to appeal the order within the period specified in the Building Code Act, but failed to do so. The order is now confirmed and the City may proceed with enforcement.

Attached hereto and marked as **Exhibit "I"** are copies of the email communications discussed in paragraphs 23-26 of this Affidavit.

27. I understand that Bennett Jones subsequently contacted the City's lawyer in an attempt to rectify this matter.

28. Attached hereto as **Exhibit "J"** is a copy of an email exchange among Ryan Molony, representatives of the City, and others, regarding the Kimberly Property. Among other things, a representative of the City indicated to KSV's lawyer on May 2 as follows:

We have been trying to engage the property owners for months. In all honesty the time to engage would have been back in January when the first order was issued, or maybe once again in February when the second order was issued, or quite possible in March when the final order was issued. Unfortunately they waited until the week before the order expired on April 30 to try and rush in at the last minute.

I would suggest that the property owner take the time between now and when a contractor is selected to demolish the building (at least a few weeks

away) to take the steps necessary to comply with the orders to avoid the demolition of the building.

29. It appears that the Applicants did not undertake any measures to rectify the concerns outlined in the January 15 Notice, despite being apprised of the issues on multiple occasions and being granted extensions to address them.

30. From February 12, 2024 until April 24, 2024, when I was made aware of the City's intention to demolish the residential structure on the Kimberly Property, I did not receive any communication from the Applicants regarding their efforts to prevent the demolition.

31. To the best of my knowledge, the Applicants and/or their representatives did not pursue an appeal against the demolition order, nor did they seek to obtain a building permit for repair purposes or take any other steps to address the concerns being raised by the City of Timmins with respect to the Kimberly Property dating back to January 2024 or earlier.

32. As matters currently stand, it is unclear to me whether the City will proceed with the demolition of the residential structure on the Kimberly Property. I also have serious concerns about added costs being added to the tax bill for the Kimberly Property as a result of the neglect by the Applicants, and about whether their neglect has negated or may negate insurance coverage in connection with the Kimberly Property.

IV. DISSIPATION OF ASSETS BY NON-APPLICANTS

33. I and other lender representatives have tried to piece together whatever public information might be available regarding assets owned by the principals of the Applicants (the "**Principals**") which could be available to satisfy their obligations under personal guarantees they signed and/or

other obligations to repay monies improperly received from the Applicants and/or other claims made against them.

34. The Principals own or control additional non-Applicant corporations which continue to operate outside the supervision of the Court. During the course of this proceeding, the Principals have sold assets, and are continuing to attempt to sell other assets, while having the benefit of the stay of proceedings granted in this proceeding.

35. Attached hereto and as **Exhibit “K”** is a chart setting out our findings to date regarding certain real estate assets sold by the Principals and/or the non-Applicant entities they control.

36. Attached hereto as **Exhibit “L”** is a chart setting out our findings to date regarding certain real estate assets recently listed for sale by the Principals and/or the non-Applicant entities they control.

37. These charts are not exhaustive as we continue to learn of other assets and companies controlled by the Principals.

V. FINDINGS ARISING FROM THE MONITOR’S INVESTIGATION

38. The Monitor issued a redacted version of its investigative report on June 11, 2024, which I reviewed on that date.

39. Since that date, I have spoken with many investors. We are shocked and appalled at the Monitor’s findings. We have no confidence whatsoever in the Principals to act in the best interests of the investors, being the Applicants’ true stakeholders. We believe that the Principals will

continue to take every opportunity to act in their own self-interest, which has caused and will continue to cause extensive despair and serious financial damages to the investors.

SWORN REMOTELY by Sofia Pino stated as being located in the City of Newmarket, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on June 14th, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

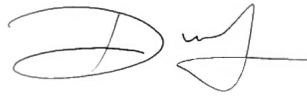


Commissioner for Taking Affidavits
(or as may be)

**David Jugyun Im,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires August 8, 2026.**


SOFIA PINO

**THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT
OF SOFIA PINO SWORN BEFORE ME THIS
14th DAY OF JUNE, 2024.**

A handwritten signature in black ink, consisting of a large, stylized initial 'D' followed by a smaller, more fluid signature.

A Commissioner, etc.

IN THE MATTER OF title to: Lot 212, Plan 1598
162 Spadina Ave, Sault Ste. Marie, Ontario

AND IN THE MATTER OF the mortgage thereof from
DSPLN Inc. in favour of 1896891 Ontario Inc.


I, Aruba Butt, President of DSPLN Inc., SOLEMNLY DECLARE that:

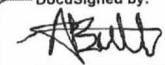
1. I/We am/are the Chargor(s) in the above noted Charge/Mortgage and as such have knowledge of the facts hereinafter deposed to.
2. To the best of my/our knowledge and belief the buildings on the property have never been and will not be at the date of completion of the above transaction insulated with urea formaldehyde foam insulation.
3. There are no liens, easements, charges, mortgages or encumbrances affecting the Lands, except as disclosed by the registered title.
4. There are no judgements or executions against me/us and so far as I/we know, there are none affecting the Lands.
5. None of the undersigned is a non-resident of Canada within the meaning of the Income Tax Act of Canada.
6. Each of the undersigned is of the full age of eighteen years.
7. The property is not subject to any provisions of the Family Law Act.
8. I/We am/are familiar with the provisions of the *Construction Lien Act, 1983* applicable to this Declaration and have had the necessary provisions thereof explained to me/us by my/our solicitor prior to the execution of this Declaration. The above-mentioned Charge is/are not being given with the intention to use the proceeds thereof to finance any alteration, addition or repair to or any construction, erection, demolition or installation on the lands described in the above Charge or structure thereon.
9. I/We confirm the following:
 - (a) The property shall be owner occupied in compliance with bylaws and zoning.
 - (b) There will be no further financing registered against the title to the subject property on the date of closing or anytime thereafter without the authorization and consent of the lender;
 - (c) The property taxes are paid up to date and are not in arrears for previous calendar years;
 - (d) I/We am/are not in arrears or owe any money under the *Income Tax Act (Canada)*, the *Excise Tax Act (Canada)*, the *Retail Sales and Tax Act (Ontario)*, and the *Workplace Safety Insurance Act (Ontario)*;
 - (e) I/We have reviewed the provisions of the Bankruptcy and Insolvency Act, specifically section 199, a copy of which is attached hereto as "Schedule "A". I/We represent and warrant that I/we am/are not an undischarged bankrupt as defined in the Bankruptcy and Insolvency Act; and
 - (f) THAT during the time I/we have owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances or for any criminal purpose, and that to the best of my knowledge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of illegal substances or for any criminal purpose.
10. There have been no alterations, additions or modifications to the present date. The buildings and any appurtenances thereto located on the property are situate wholly within the limits of the lot lines and there are no encroachments therefrom, thereon or thereover.

- 11. The Charge(s)/Mortgage(s) of Land executed by the undersigned in favor of the Chargee(s) does not contravene the provisions of the *Planning Act, 1983*, as amended because the present registered owner(s) and the Chargor(s) does/do not retain the fee or the equity of redemption in, or a power or right to grant assign or exercise a power of appointment with respect to any land abutting the land affected by the Charge (s)/Mortgage(s) of land.
- 12. The Standard Charge Terms No. 200033 is included in a Charge/Mortgage dated made by me/us to the Chargee(s), and the Chargor(s), hereby acknowledges receiving a copy of this Set of Standard Charge Terms before signing the Charge/Mortgage.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED before me
 at the City of Mississauga
 in the Province
 of Ontario
 this 5th day of October
 2021.



DocuSigned by:

 1770D54E0F4A488...

Aruba Butt

A COMMISSIONER, ETC.



SCHEDULE " A "

http://www.canlii.org/en/ca/laws/stat/rsc-1985-c-b-3/Section_199.html

Failure to disclose fact of being undischarged

199. An undischarged bankrupt who

(a) engages in any trade or business without disclosing to all persons with whom the undischarged bankrupt enters into any business transaction that the undischarged bankrupt is an undischarged bankrupt, or

(b) obtains credit to a total of \$1,000 or more from any person or persons without informing them that the undischarged bankrupt is an undischarged bankrupt,

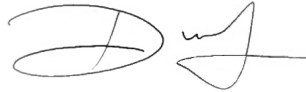
is guilty of an offence punishable on summary conviction and is liable to a fine not exceeding five thousand dollars or to imprisonment for a term not exceeding one year, or to both.

R.S., 1985, c. B-3, s. 199;

1992, c. 27, s. 72;

2005, c. 47, s. 111.

**THIS IS EXHIBIT "B" REFERRED TO IN THE AFFIDAVIT
OF SOFIA PINO SWORN BEFORE ME THIS
14th DAY OF JUNE, 2024.**

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a smaller, more complex flourish.

A Commissioner, etc.

LAND
REGISTRY
OFFICE #1

31609-0200 (LT)

PREPARED FOR Nasim001
ON 2024/02/08 AT 13:16:21

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

PROPERTY DESCRIPTION: LT 212 PL 1598 KORAH; PT LANE PL 1598 KORAH CLOSED BY T220708 PT 8 1R4904; S/T & T/W T177781; S/T T221041, T225344E; SAULT STE. MARIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/08/22

OWNERS' NAMES

DSPLN INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**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: 2005/08/22 **						
J1598	1901/07/30	PLAN SUBDIVISION				C
1R2563	1976/04/15	PLAN REFERENCE				C
T221041	1981/07/24	TRANSFER EASEMENT			BELL CANADA	C
1R4904	1981/12/29	PLAN REFERENCE				C
T225344E	1982/02/03	TRANSFER EASEMENT			THE CORPORATION OF THE CITY OF SAULT STE. MARIE	C
AL236932	2021/10/08	TRANSFER	\$185,000	PETTENUZZO, MARTIN JOHN PETTENUZZO, TRACY LYNN	DSPLN INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AL236962	2021/10/08	CHARGE	\$148,000	DSPLN INC.	1896891 ONTARIO INC.	C
AL236963	2021/10/08	NO ASSGN RENT GEN		DSPLN INC.	1896891 ONTARIO INC.	C
REMARKS: AL236962						

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

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

LAND
REGISTRY
OFFICE #1


31609-0200 (LT)

PREPARED FOR Nasim001
ON 2024/02/08 AT 13:16:21

* 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
AL268503	2023/08/15	CHARGE	\$250,000	DSPLN INC.	RAJAKARUNA, GASTON	C
AL268504	2023/08/15	NO ASSGN RENT GEN		DSPLN INC.	RAJAKARUNA, GASTON	C
REMARKS: AL268503.						

**THIS IS EXHIBIT "C" REFERRED TO IN THE AFFIDAVIT
OF SOFIA PINO SWORN BEFORE ME THIS
14th DAY OF JUNE, 2024.**

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a smaller, more fluid signature.

A Commissioner, etc.

IN THE MATTER OF title to:
Part Lot 14, Plan M103
403 Lloyd Street, Sudbury

AND IN THE MATTER OF the mortgage thereof
from INTERLUDE INC. in favour of Daniela Miele
and Jeffrey Luis Rego

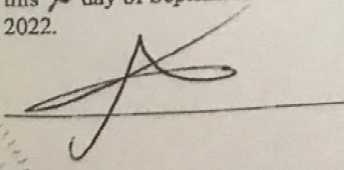
I, Dylan Suito, Director of INTERLUDE INC., SOLEMNLY DECLARE that:

1. INTERLUDE INC. is the absolute owner of the above mentioned lands and either personally or by its tenants has been in actual, peaceable, continuous, exclusive, open, undisturbed and undisputed possession and occupation thereof, and of the houses and other buildings used in connection therewith throughout its period of ownership of the property.
2. I am not aware of any person or corporation having any claim or interest in the said lands or any part thereof adverse to or inconsistent with registered title and am positive that none exists.
3. Possession and occupation of the above lands by the mortgagor have been undisturbed throughout by any action, suit or other proceedings or adverse possession or otherwise on the part of any person whomsoever and during such possession and occupation, no payment has ever been made or acknowledgment of title given by the undersigned, or, so far as I know, by anyone else, to any person in respect of any right, title, interest or claim upon the said lands.
4. To the best of my knowledge and belief, the buildings used in connection with the premises are situate wholly within the limits of the lands above described, and there is no dispute as to the boundaries of the said lands. Except as may be registered on title, I have never heard of any claim of easement affecting the lands, either for light, drainage, or right of way or otherwise.
5. INTERLUDE INC. does not retain the fee or the equity of redemption in, or a power or right to grant, assign or exercise a power of appointment with respect to any land abutting the lands being mortgaged or charged in the subject transaction.
6. INTERLUDE INC. is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act (Canada)* and nor will INTERLUDE INC. be a non-resident of Canada at the time of closing.
7. No part of the loan proceeds will be used to finance any alterations, addition or repair to any existing building on the Property, or any construction, erection or other permanent installation on the Property.
8. There has been and there will be no work performed or materials supplied to the Property which could give rise to the right of anyone to claim a lien against the property pursuant to the *Construction Lien Act*, or any other amendments thereto.
9. There is not currently and nor has there been within the past 45 days, any construction, alterations, renovations improvements or building materials supplied to the subject property.
10. No part of the Property will be used for any illegal or criminal purpose, including but not limited to use as a grow-house operation.
11. The Property will not be owner occupied as my principal residence and the Property will be rented out.
12. All taxes and any local improvement rates on the Property, including interest and penalties, have been paid and are up to date.

- 13. There are no judgments or executions against the undersigned and so far as I know, there are none affecting the Property.
- 14. I have neither made an assignment in bankruptcy for the general benefit of my creditors, or filed a proposal, or have served upon the undersigned a petition for such an order, pursuant to the provisions of the *Bankruptcy and Insolvency Act*, nor is it an undischarged bankrupt under said Act.
- 15. There are no unregistered leases, agreements to lease, or options to purchase the Property, and any Restrictive Covenants, if applicable, have been fully complied with.
- 16. To the best of our knowledge and belief, the subject property has not been insulated with urea-formaldehyde foam insulation.
- 17. The 2021 taxes and previous years taxes have been paid in full. The current year's taxes are paid up to date.
- 18. All utilities being gas, hydro and water expenses have been paid up to date.
- 19. There will be no secondary mortgages/ charges registered against the subject property.
- 20. INTERLUDE INC. does not owe any monies to Revenue Canada for any GST/ PST filings. Revenue Canada is paid up to date.
- 21. INTERLUDE INC. is up to date with all filings.
- 22. INTERLUDE INC. is aware that the Lender is relying upon this Statutory Declaration and the facts stated therein in advancing funds under this loan and We are the Director and Director respectively of INTERLUDE INC., further aware that the Lender has agreed to make the above-mentioned loan based, in part, and in reliance upon the truth and complete accuracy of the foregoing.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED before me
at the City of Mississauga
in the Regional Municipality of Peel
this 7th day of September
2022.



}
}
}
}
}
}
}
}

DocuSigned by:
Dylan Suitor
369876E719C24C0...

Dylan Suitor

LAND
REGISTRY
OFFICE #53

73580-0166 (LT)

PREPARED FOR Nasim001
ON 2024/02/12 AT 13:00:06

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

PROPERTY DESCRIPTION: PCL 5393 SEC SES; PT LT 14 PL M103 MCKIM; PT LT 15 PL M103 MCKIM PT 12, 13, 53R14788; GREATER SUDBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2003/09/22

OWNERS' NAMES

INTERLUDE INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
53R14788	1993/12/08	PLAN REFERENCE				C
SD461370	2022/09/22	TRANSFER REMARKS: PLANNING ACT STATEMENTS.	\$219,900	OSAWABINE-PELTIER, CHERYL	INTERLUDE INC.	C
SD461802	2022/09/28	CHARGE	\$175,200	INTERLUDE INC.	MIELE, DANIELA REGO, JEFFREY LUIS	C
SD461803	2022/09/28	NO ASSGN RENT GEN REMARKS: SD461802.		INTERLUDE INC.	MIELE, DANIELA REGO, JEFFREY LUIS	C
SD471070	2023/02/17	CHARGE	\$515,000	INTERLUDE INC.	LIFT CAPITAL INCORPORATED RICHARDSON, ELISABETTA SCHIZAS, KIRK 2009931 ONTARIO INC. RICHARDSON, CHRIS	C
SD471071	2023/02/17	NO ASSGN RENT GEN REMARKS: SD471070		INTERLUDE INC.	LIFT CAPITAL INCORPORATED RICHARDSON, ELISABETTA SCHIZAS, KIRK 2009931 ONTARIO INC. RICHARDSON, CHRIS	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.

IN THE MATTER OF title to:
 Lot 58, Plan M63T
 485 Pine Street South, Timmins

AND IN THE MATTER OF the mortgage thereof
 from DSPLN INC. in favour of Daniela Miele and
 Jeffrey Luis Rego

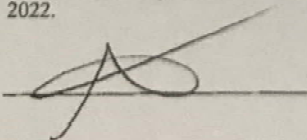
I, Aruba Butt, President of DSPLN INC., SOLEMNLY DECLARE that:

1. DSPLN INC. is the absolute owner of the above mentioned lands and either personally or by its tenants has been in actual, peaceable, continuous, exclusive, open, undisturbed and undisputed possession and occupation thereof, and of the houses and other buildings used in connection therewith throughout its period of ownership of the property.
2. I am not aware of any person or corporation having any claim or interest in the said lands or any part thereof adverse to or inconsistent with registered title and am positive that none exists.
3. Possession and occupation of the above lands by the mortgagor have been undisturbed throughout by any action, suit or other proceedings or adverse possession or otherwise on the part of any person whomsoever and during such possession and occupation, no payment has ever been made or acknowledgment of title given by the undersigned, or, so far as I know, by anyone else, to any person in respect of any right, title, interest or claim upon the said lands.
4. To the best of my knowledge and belief, the buildings used in connection with the premises are situate wholly within the limits of the lands above described, and there is no dispute as to the boundaries of the said lands. Except as may be registered on title, I have never heard of any claim of easement affecting the lands, either for light, drainage, or right of way or otherwise.
5. DSPLN INC. does not retain the fee or the equity of redemption in, or a power or right to grant, assign or exercise a power of appointment with respect to any land abutting the lands being mortgaged or charged in the subject transaction.
6. DSPLN INC. is not a non-resident of Canada within the meaning of Section 116 of the Income Tax Act (Canada) and nor will DSPLN INC. be a non-resident of Canada at the time of closing.
7. No part of the loan proceeds will be used to finance any alterations, addition or repair to any existing building on the Property, or any construction, erection or other permanent installation on the Property.
8. There has been and there will be no work performed or materials supplied to the Property which could give rise to the right of anyone to claim a lien against the property pursuant to the *Construction Lien Act*, or any other amendments thereto.
9. There is not currently and nor has there been within the past 45 days, any construction, alterations, renovations improvements or building materials supplied to the subject property.
10. No part of the Property will be used for any illegal or criminal purpose, including but not limited to use as a grow-house operation.
11. The Property will not be owner occupied as my principal residence and the Property will be rented out.
12. All taxes and any local improvement rates on the Property, including interest and penalties, have been paid and are up to date.

- 13. There are no judgments or executions against the undersigned and so far as I know, there are none affecting the Property.
- 14. I have neither made an assignment in bankruptcy for the general benefit of my creditors, or filed a proposal, or have served upon the undersigned a petition for such an order, pursuant to the provisions of the *Bankruptcy and Insolvency Act*, nor it is an undischarged bankrupt under said Act.
- 15. There are no unregistered leases, agreements to lease, or options to purchase the Property, and any Restrictive Covenants, if applicable, have been fully complied with.
- 16. To the best of our knowledge and belief, the subject property has not been insulated with urea-formaldehyde foam insulation.
- 17. The 2021 taxes and previous years taxes have been paid in full. The current year's taxes are paid up to date.
- 18. All utilities being gas, hydro and water expenses have been paid up to date.
- 19. There will be no secondary mortgages/ charges registered against the subject property.
- 20. DSPLN INC. does not owe any monies to Revenue Canada for any GST/ PST filings. Revenue Canada is paid up to date.
- 21. DSPLN INC. is up to date with all filings.
- 22. DSPLN INC. is aware that the Lender is relying upon this Statutory Declaration and the facts stated therein in advancing funds under this loan and We are the Director and Director respectively of DSPLN INC., further aware that the Lender has agreed to make the above-mentioned loan based, in part, and in reliance upon the truth and complete accuracy of the foregoing.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED before me
at the City of Mississauga
in the Regional Municipality of Peel
this 26th day of September
2022.



}
}
}
}
}
}
}

Designated by

177004629 AAAB

Aruba Butt

A COMMISSIONER, ETC.

LAND
REGISTRY
OFFICE #6

65404-2278 (LT)

PREPARED FOR JPetrovic
ON 2024/01/03 AT 11:57:35

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

PROPERTY DESCRIPTION: PCL 2517 SEC WAT SRO; LT 58 PL M63T TISDALE RESERVING TO THE MONETA PORCUPINE MINES, LIMITED, ITS SUCCESSORS AND ASSIGNS, ALL ORES, MINES, MINERALS AND MINERAL RIGHTS ON, IN, OR UNDER THE SAID LAND, TOGETHER WITH THE RIGHT OF INGRESS, AND EGRESS TO THE SAID MONETA PORCUPINE MINES, LIMITED, ITS' SERVANTS, AGENTS AND WORKMEN TO AND FROM AND IN, ON OR UNDER THE SAID LANDS FOR THE PURPOSE OF EXPLORING FOR, WORKING, WINNING, GETTING AND REMOVING ANY ORE, MINES AND MINERALS, OR CARRYING ON ANY OPERATIONS IN CONNECTION THEREWITH, AND GENERALLY TO DO ALL OTHER ACTS AND THINGS NECESSARY OR PROPER FOR WORKING AND OBTAINING THE SAID ORES, MINES AND MINERALS. S/T REASONABLE COMPENSATION BEING PAID FOR ANY DAMAGE DONE IN THE COURSE OF THE SAID OPERATIONS TO THE PROPERTY OR RIGHTS OF THE OWNER FOR THE TIME BEING OF THE SURFACE RIGHTS ON THE SAID PROPERTY. ALSO RESERVING TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION THE RIGHT TO CROSS SAID LAND AND TO LAY DOWN THEIR ROW 99 FT IN WIDTH ON AND OVER SAID LAND OR ANY PART THEREOF AS MAY HEREAFTER BE FOUND NECESSARY OR EXPEDIENT; SAID RESERVATION TO BE OF THE SURFACE RIGHTS ONLY IN ACCORDANCE WITH THE TERMS OF AN ORDER OF THE LIEUTENANT-GOVERNOR-IN-COUNCIL, DATED 22ND DAY OF FEBRUARY, A.D. 1909; CITY OF TIMMINS

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2004/06/21

OWNERS' NAMES

DSPLN INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CB42882	2008/06/09	CHARGE	\$86,000	CALDBICK, ANNETTE PELLETIER, ROGER	NATIONAL BANK OF CANADA	C
CB179939	2022/09/22	TRANSFER REMARKS: PLANNING ACT STATEMENTS.	\$300,000	PELLETIER, ROGER	DSPLN INC.	C
CB180094	2022/09/28	CHARGE	\$240,000	DSPLN INC.	MIELE, DANIELA REGO, JEFFREY LUIS	C
CB180095	2022/09/28	NO ASSGN RENT GEN REMARKS: CB180094		DSPLN INC.	MIELE, DANIELA REGO, JEFFREY LUIS	C
CB182620	2022/12/22	CHARGE	\$500,000	DSPLN INC.	LIFT CAPITAL INCORPORATED KARA, SHAHIN TEJA, KARIM MIKUS, ANNA IZO LOOK HOLDINGS INC.	C
CB182621	2022/12/22	NO ASSGN RENT GEN REMARKS: CB182620		DSPLN INC.	LIFT CAPITAL INCORPORATED KARA, SHAHIN TEJA, KARIM MIKUS, ANNA IZO LOOK HOLDINGS INC.	C

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

I/We, Meadowcreek Holdings 2384805 Ont. Ltd (Mortgagee/Lender) hereby agree to loan \$314,400.00 to Interlude Inc (Mortgagor/Borrower) with Dylan SUITOR as guarantors to be secured by way of a first mortgage upon the following terms and conditions:

Address of Property: 39 Park Ave, Brantford, Ontario N3S 5H2

Legal Description: PT LT 5 N/S SOUTH ST PL CITY OF BRANTFORD
SEPTEMBER 7, 1892 BRANTFORD CITY AS IN A357342;
BRANTFORD CITY.

Principle Amount: \$314,400.00

Interest Rate: 8%

Interest Calculation: Calculated Yearly (interest only payments),, not in advance

Payments: \$2,096.00 Interest only

Payment Frequency: Monthly

Closing Date: March 15, 2021

Interest Adjustment Date: April 15, 2021

First Payment: May 1, 2021

Term: 1 Year Fixed Term Open after three months

Amortization: 25 Years / payments based on Interest Only

Fees and Disbursements: To Be paid by Borrower(s) as outlined below

1. All parties agree that there is a mortgage broker fee of \$3,144.00 to be payable to Mortgage Alliance (Mortgage Brokerage) on closing. This amount will be deducted from the advance and payable to the brokerage by the Lenders lawyer.
2. All parties agree that there is a Lender Fee of \$6,288.00 deducted from the principle amount and therefore advance on closing.
3. All parties agree that the lender's estimated legal fees of **\$1,750 including disbursements and applicable taxes** are deducted from the principle amount and therefore payable by the borrower.
4. All parties agree that the borrower's estimated legal fees of **\$1,750 including disbursements and applicable taxes** are deducted from the principle amount and therefore payable by the borrower. The borrower is to confirm exact legal fees directly with their lawyer.
5. A Mortgage Discharge fee of \$300.00 will be payable to the Lender when this mortgage matures and is paid out in full (excluding Alberta).
6. A lawyer and/or Notary will be involved to represent the lender and ensure the discharge of the mortgage from title when the mortgage is paid out in full. The lenders legal &



Borrower Initials Lenders Initials

notary fees are the full responsibility of the borrower and range from \$350 to \$500 **plus** disbursements and taxes (varies by Province).

7. At the end of the term of this mortgage, there is **no guarantee** that a renewal will be offered by the lender. If a renewal is offered, all terms and conditions may change including, but not limited to, the interest rate, additional lender and broker fees, legal fees etc.

Terms and Conditions:

1. Additional security by way of a General Securities Agreement by the Mortgagors will be provided to include all the Mortgagors present and after-acquired personal property and assets
2. This mortgage can be paid out with the following penalties:
 - a. First three months of the term: a total of 3 months interest must be paid in total e.g. if it is paid out after just one month then a two month penalty applies, after two months then a one month penalty applies
 - b. After three months of the term: this mortgage can be paid in full with no penalty payable by the borrowers
3. The parties agree to provide good standing statements for any existing mortgages and property taxes are up to date on the above referenced property
4. The lenders lawyer is to ensure that either posted-dated cheques or pre-authorized payment arrangements have been set up and received by the lender prior to closing for payments to start effective 1 month after closing.
5. **Renewal/End of Term**: The borrower is aware that this mortgage is due and payable at the end of the term; this is based on the date outlined and registered on title of the security. A renewal or extension of the term is not guaranteed and automatically forthcoming. The lender may, at their discretion and subject to a written request being received thru their representative (mortgage broker/agent) within 30 days of the end of the term, grant an extension. Changes to the interest rate and additional fees may apply and are to be negotiated at the time.
6. **Repayment at end of Term**: The Borrower is aware that should a renewal request not be received in writing by the lender's representative, and an approval agreed upon and granted by the lender before the end of the term, that this mortgage is due and payable immediately. The interest rate to be charged and payable by the borrower after the end of the term, will be 3% higher than the registered charge on title – this will apply until full repayment. A penalty for non-repayment at the end of the term of \$1,000 will be applied to the balance owing until full repayment is made. Non-repayment of this mortgage at the end of the term will be deemed in default and legal action shall commence immediately with applicable fees payable as outlined herein.

Additional Provisions:

1. The Mortgagor is responsible for all realty taxes, as and when due and agrees to deliver to the Mortgagee all receipted realty tax bills, as and when same are paid.
2. The Mortgagor shall insure the building and keep it constantly insured against loss or damage by fire and against damage by any other cause or peril in the amount of full replacement value. The Mortgagor will provide written evidence of such insurance on or before closing with the Mortgagee named on the policy.



 Borrower Initials Lenders Initials

3. The Mortgagee shall have the right at any reasonable time to inspect the property, including the building to be held as security for the mortgage, as long as any monies remain outstanding under the mortgage.
4. If the mortgage or loan is in arrears and the property is vacant for a period of ten (10) days, it shall be deemed to be abandoned, and at the Mortgagee's option, they may take immediate possession without notice, change the locks and secure the premises.
5. All parties to this document hereby agree and acknowledge that when default has continued for a period of no less than fifteen days, the Mortgagor hereby waives their right to "notice". Pursuant to Section 39(1) of The Mortgages Act, when in default, the Mortgagee will apply without notice to a Judge or Master of the Superior Court of Justice for leave to exercise power of sale, judicial sale or foreclosure without notice. Default proceedings will apply based on the provincial regulations that the property offered as security is based.
6. All parties acknowledge that this mortgage, in addition to all amounts due under this charge, further secures all assets and chattels located on the subject property which when in possession, the Mortgagee in possession reserves the right to sell such assets or chattels to convert to cash to be used against the outstanding amount due and owing under the said charge.
7. The Mortgagee may assign or transfer all or any of interest in this commitment or in the accepted commitment or in the mortgage entered pursuant to this commitment and the assignee or transferee shall become the Mortgagee herein.
8. Provided that if the Mortgagor is not in default it has the privilege of prepaying any or all of this charge without notice or bonus. In the event that the charge is paid out in full prior to the maturity date, the Mortgagor shall pay the following penalties:
 - a. First three months of the term: a total of 3 months interest must be paid in total e.g. if it is paid out after just one month then a two month penalty applies, after two months then a one month penalty applies
 - b. After three months of the term: this mortgage can be paid in full with no penalty payable by the borrowers
9. This mortgage also secures, in addition to the amount noted on the face of the mortgage, all monies and liabilities whether direct or contingent, now or hereafter owing or incurred by the Mortgagors, including, but not limited to; further advances, renewal fees, realty taxes paid, late payments, legal costs and payments made on behalf of the Mortgagors on both prior and subsequent mortgages.
10. An Assignment of Rents will be registered on title
11. No Further encumbrances are to be registered against the property without prior written approval of the lender
12. The Mortgagor agrees to provide annual confirmation of corporate status by providing the mortgagee with Corporate status certificates. The cost of the Status Certificate will be at the sole expense for the Mortgagor.
13. Articles of Incorporations for Interlude Inc to be provided before closing

 
Borrower Initials Lenders Initials

14. Confirmation that all taxes are paid before closing

Administration Fees

Current schedule of administration and servicing fees (may change without notice to you);

Payment Date Change Requests: Requests for any changes in the borrower's payment date after funding, must be submitted in writing and approved by both the lender and trustee. If the date change can be accommodated and approved, fees may apply - **\$250 (\$150 Lender Fee & \$100 Administration/Broker Fee).**

Missed Payment Fee: payable for each missed or late installment and for processing each NSF cheque or other returned payment. Any payment including final payout of the mortgage that is made after 1:00 P.M. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next bank business day - **\$250 (\$150 Lender Fee & \$100 Administration/Broker Fee).**

Demand Letter in Default: \$500 plus lenders legal fees estimated to be \$500.

Default Proceedings: for each action or proceeding instituted - **\$2,500.00**

Renewal of Mortgage: At the discretion of the Mortgagee to offer a renewal or extension of this agreement. Upon renewal or extension, the rate of interest charged may be increased. All applicable lender fees, legal expenses & disbursements associated with renewal or extension are separate and at the cost of the Mortgagor and to be determined on renewal. Administration fee - **\$500.00 plus mortgage broker fees may apply**

Annual Mortgage Statements: for preparation of each statement- **\$200.00**

Possession: Attempting to take possession following default- **\$2,500.00**

Maintenance: For administering maintenance and security of the property in our possession following default per day- **\$150.00**

Mortgage Discharge: **\$300.00** Lender Fee. Please note that a lawyer will be involved and be required to represent the lender and discharge the mortgage from title when the mortgage is paid out in full. The lenders legal fees are the full responsibility of the borrower and start from \$400 plus disbursements and taxes and are in addition to this Mortgage Discharge Fee.

Insurance: A fee payable for dealing with each cancellation, premium payment or other non-compliance with insurance requirements- **\$300 (\$150 Lender Fee & \$150 Administration/Broker Fee).**

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal:

 *Dylan SUITOR*

10/03/2021

Date: (dd/mm/yyyy)

Interlude Inc / Mortgagor/Borrower

 *DS*  *KG*
Borrower Initials Lenders Initials

10/03/2021

Date: (dd/mm/yyyy)

 *Dylan SUITOR*

Dylan SUITOR / Mortgagor/Borrower

10/03/2021

Date: (dd/mm/yyyy)

 *Kathy Glaser*

Meadowcreek Holdings 2384805 Ont. Ltd / Mortgagee/Lender

 *DS*  *KG*
Borrower Initials Lenders Initials



Transaction Number MACC-465204

Important Disclosure Duties

In this Investor/Lender Disclosure Statement For Brokered Transactions ("Disclosure Statement"), mortgage brokerages are required to provide you with the completed Disclosure Statement that contains important information in connection with this transaction.

A brokerage must:

1. Advise you if the brokerage cannot verify the identity of another party to the transaction.
2. Disclose whether the brokerage is acting for the lender, the borrower, or both the borrower and lender.
3. Disclose to a lender the brokerage's relationship with each borrower, and disclose to an investor the brokerage's relationship with each party to the transaction.
4. Disclose whether the brokerage is receiving a fee or other remuneration for referring you to a person or entity, and disclose the relationship with that person or entity.
5. Disclose material risks about the transaction that you should consider.
6. Disclose actual or potential conflicts of interest that may arise from this transaction.
7. Take reasonable steps to ensure that any mortgage investment the brokerage presents to you is suitable having regard to your needs and circumstances.
8. If applicable, complete the Addendum (Form 1.1) if Construction and Development Loans are involved, including syndicated or non-syndicated mortgages.

If your investment is being administered, the mortgage administrator must:

1. Disclose the relationship, if any, between the administrator and each borrower.
2. Disclose whether the administrator may receive, or may pay, any fees or other remuneration in connection with the administration of the mortgage, the basis for calculating them and the payor's identity
3. Disclose whether it is receiving a fee or other remuneration for referring you to a person or entity, and disclose the administrator's relationship with that person or entity
4. Disclose actual or potential conflicts of interest that may arise from the transaction.

You must receive these disclosures in writing and acknowledge receipt of them. You should keep a copy for your records.

Important: This form is required by law and will provide the prospective investor/lender with important information to assist you in making a decision about whether to invest/lend.

This information must be disclosed **at least two business days** before you commit to lend/invest, i.e. two business days before the **earliest** of the following events:

- When the brokerage receives or enters into an agreement to receive money from you.
- When you enter into a mortgage agreement or an agreement to trade in a mortgage.
- The money is advanced to the borrower under the mortgage.
- The trade completion date.

You may agree to reduce the two business day waiting period to one business day by consenting in writing by completing the approved Waiver (Form 1.2).

Section 1 - Caution

1. This Disclosure Statement has not been filed with the Financial Services Commission of Ontario (FSCO). Neither FSCO nor any other authority of the Government of Ontario has reviewed or approved the completed Disclosure Statement.
2. All mortgage investments carry a risk. There is a relationship between risk and return. In general, the higher the rate of return, the higher the risk of the investment. You should very carefully assess the risk of the mortgage transaction described in this Disclosure Statement, the Addendum (Form 1.2) if applicable and in the supporting documentation before making a commitment.
3. Syndicated mortgages (defined as more than one investor/lender) may carry additional risks pertaining not only to the risk of default but also to the risks associated with participating in a syndication and the financing of real estate transactions.
4. Inexperienced investors are **not** advised to enter into mortgage investments.
5. You should consider inspecting the property or project as identified in section 3 Part A of this Disclosure Statement.
6. This mortgage investment is not insured by the Government of Ontario or any other investor protection fund.
7. You are **strongly** advised to obtain independent legal advice before committing to invest.
8. This mortgage investment cannot be guaranteed by the mortgage brokerage. If you are not prepared to risk a loss, you should not consider mortgage investments.
9. If this investment is for a mortgage to fund a development, construction or commercial project, the repayment of this investment may depend on the successful completion of the project, and its successful leasing or sale.
10. If you are one of several investors in a syndicated mortgage, you may not be able to enforce repayment of your investment on your own if the borrower defaults.
11. You should ensure you have sufficient documentation to support the property valuation quoted in this Disclosure Statement. The property value may decrease over time, including the period between the date of the most recent appraisal and the date you complete the transaction. A decline in property value may also affect the return and/or value on your investment in the event of a default in payments under this mortgage.
12. You should satisfy yourself as to the borrower's ability to meet the payments required under the terms of this mortgage investment.
13. The mortgage administrator, if applicable, cannot make payments to you except from payments of principal and interest made by the borrower under the mortgage. Therefore, the mortgage administrator cannot continue mortgage payments to you if the borrower defaults.
14. If you want to withdraw your money before the end of the term, a new investor/lender may be required and there is no assurance that there will be a market for the resale or transfer of the mortgage.
15. If the contract provides for an extension, you may not be able to opt out of any extension of a mortgage term. You need to review terms relating to the extension of mortgages carefully.
16. This Disclosure Statement, the Addendum (Form 1.2) if applicable and the attached documents are not intended to provide a comprehensive list of factors to consider in making a decision concerning this investment. By law, the mortgage brokerage must disclose in writing the material risks of the mortgage investment. There may be additional risks to the investment. You should satisfy yourself regarding all factors relevant to this investment before you commit to invest.

Claire Drage

Name of Mortgage Broker



Signature of Mortgage Broker

The Mortgage Alliance Company of Canada

Name of Mortgage Brokerage

M08007610

Licence number of Mortgage Broker

2021-03-10

Date (yyyy-mm-dd)

10530

Licence number of Mortgage Brokerage

Acknowledgement

I, Meadowcreek Holdings 2384805 Ont. Ltd , of
Print name of Investor/Lender

28 Meadowcreek Lane, Cambridge ON N3H4R8
Address

acknowledge receipt of this Caution, signed by the above named mortgage broker.

 Kathy Glaser

Signature of Investor/Lender

2021-03-10

Dated by Investor/Lender (yyyy-mm-dd)

Section 2 - Declaration by the Mortgage Brokerage

1. *The Mortgage Brokerages, Lenders and Administrators Act, 2006* requires disclosure of the nature of the relationship between the mortgage brokerage and other persons and entities involved in the mortgage transaction. For the purposes of this Disclosure Statement and Addendum, two persons are "related" if they share any relationship other than an arm's length business relationship. For example, a shareholder, director, officer, partner or employee of a mortgage brokerage is related to the mortgage brokerage and to any broker or agent authorized to deal or trade in mortgages on behalf of the mortgage brokerage (referred to below as "its" [the brokerage's] brokers and agents).

This declaration is made by

The Mortgage Alliance Company of Canada, 200-2005 Sheppard Avenue E, Toronto, ON M2J 5B4, 10530

Name, address and licence number of mortgage brokerage

2. Does the mortgage brokerage or any of its brokers or agents have or expect to have a direct or indirect interest in this property identified in section 3, Part A?

No Yes

If Yes, explain:

3. Does any person related to the mortgage brokerage or any of its brokers or agents have or expect to have a direct or indirect interest in this property?

No Yes

If Yes, explain:

4. Is the borrower related to the mortgage brokerage or to any of the officers, directors, partners, employees or shareholders of the brokerage or any of its brokers or agents?

No Yes

If Yes, explain:

5. Is the individual or company that appraised the property related to the mortgage brokerage or to any of its brokers or agents?

No Yes

If Yes, explain:

Investor/Lender Initials:

Date: 2021-03-10

6. Describe any conflicts or potential conflicts of interest in connection with this mortgage investment, other than those described above.

None

7. Describe what steps the mortgage brokerage has taken to reduce the risk resulting from any conflicts or potential conflicts of interest.

N/A

8. The mortgage brokerage is acting for:

- The investor/lender and not the borrower
 The borrower and not the investor/lender
 Both the borrower and the investor/lender

9. If this investment is a purchase of an existing mortgage or a portion of an existing mortgage, is the mortgage now in default?

No Yes

Has it been in default in the last twelve months?

No Yes

If Yes to either, explain:

10. Will the mortgage proceeds be used to refinance, pay out, redeem or reduce an existing mortgage on **this** property?

No Yes

If Yes, explain:

11. Does the mortgage brokerage or any of its brokers or agents expect to gain any interest or benefit from this transaction other than the fees disclosed in Part D of this Disclosure Statement?

No Yes

If Yes, explain:

Investor/Lender Initials:

Date: 2021-03-10

12. The mortgage brokerage is required to disclose in writing the material risks of this investment.

Describe the material risks of this investment.

- 1) If borrower/s do/does not pay the lender, the lender may have to hire a lawyer to initiate legal procedures towards all borrower/s which may incur legal costs
- 2) If the real estate market takes a down turn, this property may depreciated therefore it's value will be lowered therefore the refinancing maybe harder to get
- 3) If any natural or artificial damages to the property occurs, this effect may bring down the value of the property, making the refinancing of the property more difficult unless the damages are repaired which will incur expenses.
- 4) If the vacancy of the units is greater than the expected vacancy, the ability to repay the mortgage may be affected.

The mortgage brokerage has fully complied with all requirements of the *Mortgage Brokerages, Lenders and Administrators Act, 2006* and its regulations.

I have fully completed the above Declaration of Brokerage Relationships and Potential Conflicts of Interest in accordance with the *Mortgage Brokerages, Lenders and Administrators Act, 2006* and its regulations and declare it to be accurate in every aspect to the best of my knowledge.



Signature of Mortgage Broker

Claire Drage

Name of Mortgage Broker

2021-03-10

Date (yyyy-mm-dd)

M08007610

Licence number of Mortgage Broker

Acknowledgment

I, Meadowcreek Holdings 2384805 Ont. Ltd

Print name of Investor/Lender

acknowledge receipt of this Declaration by the Mortgage Brokerage signed by

Claire Drage

Name of Mortgage Broker



Signature of Investor/Lender

2021-03-10

Dated by Investor/Lender (yyyy-mm-dd)

Section 3 - Information Disclosure Summary

Part A. Property/Security to Be Mortgaged

1. Legal and Municipal address of the property:

Legal Address: 39 Park Ave, Brantford, Ontario N3S 5H2 Municipal Address: PT LT 5 N/S SOUTH ST PL CITY OF BRANTFORD SEPTEMBER 7, 1892 BRA
--

2. Type of Property:

Property with existing buildings

Single family residential

owner occupied

rental

condominium

One-to-four unit residential

Five or more unit residential

Commercial

Industrial

Agricultural

Other, explain below _____

Vacant land, development or construction project. Detail of project/proposed use, including projected starting and completion dates:

Other: _____

3. Purchase Price:

(a) Purchase Price of Property: \$393000

(b) Date of purchase March 15, 2021

4. Property Taxes:

a) Annual property taxes: \$1,200.00

Are taxes in arrears?

No

Yes

Investor/Lender's Solicitor to verify taxes prior to closing or ensure coverage under title insurance.

Amount of arrears \$ _____

5. Condominium Fees (If applicable):

(a) monthly condominium fees \$ _____

Are fees in arrears?

No

Yes

Amount of arrears \$ _____

Investor/Lender Initials:

Date: 2021-03-10

 CKG

Part A. Property/Security to Be Mortgaged (continued)

6. Zoning:

Is the zoning on the property appropriate for the proposed use?

No

Yes

Investor/Lender's Solicitor to verify zoning prior to closing or ensure coverage under title insurance.

If No, details:

7. Appraisal

An appraisal has not been done on the property within the past 12 months OR

An appraisal has been done on the property within the past 12 months

For all properties, appraised "as is" value: \$ _____

If the appraisal was addressed to someone other than the investor/lender of record, provide a transmittal letter.

Date of appraisal: _____

Name and address of appraiser:

Investor/Lender Initials:	Date:	2021-03-10
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Part B. Mortgage Particulars

1. Type of Mortgage:

Your investment represents:

the entire mortgage OR

a portion of the mortgage Your portion represents _____ % of the total.

Number of other parties that have an interest in this mortgage. _____

In what name(s) will the mortgage be registered?

If the mortgage is not registered in the investor's name, explain:

2. Existing or New Mortgage:

An existing registered mortgage or portion of an existing registered mortgage is being purchased.

Your investment will fund a new mortgage or portion of a new mortgage that has not yet been registered.

3. Administered Mortgage:

Will the mortgage be administered for you? **Important: A Mortgage Administrator must be licenced under Mortgage Brokerages, Lenders and Administrators Act, 2006.**

No

Yes

If "Yes", name, address and licence number of administrator:

4. Terms of the Mortgage:

Amount of your investment: \$ 314,400.00

Face value of the mortgage: \$ 314,400.00

Interest rate is fixed at 8 % per annum OR

Interest rate is variable. Explain:

Compounding period: Yearly

What is the borrower's cost of borrowing as disclosed to the borrower? \$ _____

Payment frequency Monthly

Payments to be made by borrower: \$ 2,096.00

Payments to you: \$ 2,096.00
(See Part D for fees charged to you)

Term : 1 year open after 3 months

Amortization: 25 Years / payments based

Maturity date: 1 year after closing

Balance on maturity: \$ 314,400.00

Borrower's first payment due: 1 month after closing

Borrower's rate of interest if different from the rate of interest to be paid to the investor.

Borrower's rate of interest: _____ %

Investor(s) rate of interest: _____ %

Terms and conditions of repayment:

See Term Sheet for full details

Investor/Lender Initials: _____ Date: 2021-03-10

Part B. Mortgage Particulars (continued)

5. Rank of Mortgage (according to information from borrower):

The mortgage to be purchased/advanced is/will be a:

 First Second Third Other mortgage _____

Can the rank of the mortgage change?

 No Yes

If yes, explain how it might change and is it expected to change?

--

Prior encumbrances (existing or anticipated):

 None OR

a) Priority: _____

Face Amount: \$ _____

Amount Owing: \$ _____

In default?

 no yes unknown

If yes, explain

--

Name of Mortgagee:

--

b) Priority: _____

Face Amount: \$ _____

Amount Owing: \$ _____

In default?

 no yes unknown

If yes, explain

--

Name of Mortgagee:

--

Other encumbrances, including environmental, regulatory and/or liens:

--

6. Loan to value ratio (according to information from borrower):

a) Total of prior encumbrances	\$ _____
b) Amount of this mortgage:	\$314,400.00
c) Total amount of mortgages: (a + b)	\$314,400.00
d) Appraised "as is" value: (from Part A)	\$393,000.00
e) Loan to "as is" value: (c/d X 100)	80 %
f) Projected value: (where appropriate):	\$ _____
g) Loan to "projected value" ratio: (c/f X 100)	_____ %

7. Amount of Mortgage Advance

If the amount of the mortgage advance is less than the face value of the mortgage, provide explanation

--

Investor/Lender Initials: _____

Date: 2021-03-10

Part C. The Borrower

Name and Address of Borrower:

Interlude Inc (Dylan SUITOR)
 2298 Fassel Ave
 Burlington ON L7R 3P3
 Canada

The brokerage has identified the borrower(s) and evidence of identity is attached/will be provided on
 Date (yyyy-mm-dd) 2021-03-01

The brokerage has not verified the identity of the borrower(s).

Explain what steps the brokerage will take to verify the identity before closing:

Important: Financial information about the borrower's ability to meet the mortgage payments must be attached to this Disclosure Statement.

Part D. Fees

1. Fees and charges payable by the investor/lender

	Estimate
Mortgage brokerage fee/commission /other costs:	\$ _____
Approximate legal fees and disbursements:	\$ _____
Administration fees (where applicable):	\$ _____
Any other charges: Specify:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total:	\$0 _____

Are any of the above fees or charges refundable?

No

Yes

Explain:

2. Fees and costs payable by the borrower:

Estimate	Paid to	Purpose
\$3,144.00	<u>Mortgage Alliance</u>	<u>Mortgage Broker Fee</u>
\$3,500.00	<u>Lawyers</u>	<u>Lender and Borrower Legal Fees</u>
\$6,288.00	<u>LENDER</u>	<u>Lender Fee</u>
\$		

Investor/Lender Initials:

Date: 2021-03-10

Part E. Attached Documents

Important: You should review the following documents carefully and assess the risks of this investment before committing to invest. You should check that all documents are consistent with this disclosure summary. The following documents should be attached. If not available or applicable, provide comments in the box below.

- | | Attached |
|---|--------------------------|
| 1. If the statement concerns an existing mortgage, provide a copy of the mortgage. | <input type="checkbox"/> |
| 2a. If an appraisal of the property has been done in the preceding twelve months and is available to the mortgage brokerage, a copy of the appraisal. | <input type="checkbox"/> |
| 2b. If a copy of an appraisal of the property is not delivered to you, documentary evidence of the property value, other than an agreement of purchase and sale. | <input type="checkbox"/> |
| 3. If an agreement of purchase and sale in respect of the property has been entered into in the preceding twelve months and is available to the mortgage brokerage, a copy of the agreement of purchase and sale and all related schedules, amendments and waivers. | <input type="checkbox"/> |
| 4a. Documentary evidence respecting the borrower's ability to meet the mortgage payments. | <input type="checkbox"/> |
| 4b. If you request, a copy of the borrower's application for a mortgage including documents submitted in support of application. | <input type="checkbox"/> |
| 5. If the mortgage is for the purchase of a property, documentary evidence of any down payment made by the borrower for the purchase of the property. | <input type="checkbox"/> |
| 6. A copy of any agreement that you may be asked to enter into with the mortgage brokerage and/or mortgage administrator. | <input type="checkbox"/> |
| 7. Completed Addendum for Construction and Development Loans (Form 1.1) | <input type="checkbox"/> |
| 8. List other documents being provided here. | |

9. If other relevant documents are not being provided or the documents are not attached explain:

Borrowers credit bureau was not provided

Important: The mortgage brokerage is also required to provide you with all other information a lender or an investor of ordinary prudence would consider to be material to a decision whether to lend money on the security of the property or invest in the mortgage, so that you can make an informed decision before you commit to lend/invest. This information might include the following:

1. If the property is a rental property, details of leasing arrangements, assignment of rent provisions and vacancy status.
2. Environmental considerations affecting the value of the property.
3. If applicable, attach any power of attorney authorizations.

Investor/Lender Initials:	Date: 2021-03-10
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Part F. Certification

This Information Disclosure Summary has been completed by:

The Mortgage Alliance Company of Canada, 200-2005 Sheppard Avenue E, Toronto, ON M2J 5B4, 10530
 Name, address and licence number of mortgage brokerage

I have fully completed the above Information Disclosure Summary in accordance with the Mortgage Brokerages, Lenders and Administrators Act, 2006 and its regulations and declare it to be accurate in every respect to the best of my knowledge.

Claire Drage

M08007610

Name of Mortgage Broker

Licence number of Mortgage Broker

2021-03-10

Signature

Date (yyyy-mm-dd)

Acknowledgement

I, Meadowcreek Holdings 2384805 Ont. Ltd, of
 Print name of Investor/lender

28 Meadowcreek Lane, Cambridge ON N3H4R8
 address

acknowledge receipt of this Information Disclosure Summary, signed by the above named mortgage broker.

 Kathy Glaser

2021-03-10

Signature of Investor/Lender

Dated by Investor/Lender (yyyy-mm-dd)

One copy of this form must be provided to the prospective lender/investor, and one copy must be retained by the mortgage brokerage

Important: The information in this Disclosure Statement must be provided to you at the earliest opportunity and, in any case, no later than two business days before the earliest of the following events:

- When the brokerage receives or enters an agreement to receive money from you.
- When you enter into a mortgage agreement or an agreement to trade in a mortgage.
- The money is advanced to the borrower under the mortgage.
- The trade completion date.

You may agree to reduce the two business day waiting period to one business day by consenting in writing by completing the approved Waiver (Form 1.2).

LAND
REGISTRY
OFFICE #2

32108-0024 (LT)

PREPARED FOR Nasim001
ON 2024/02/12 AT 13:14:34

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

PROPERTY DESCRIPTION: PT LT 5 N/S SOUTH ST PL CITY OF BRANTFORD, SEPTEMBER 7, 1892 BRANTFORD CITY AS IN A357342; BRANTFORD CITY

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2002/02/11

OWNERS' NAMES

INTERLUDE INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**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: 2002/02/11 **						
BC398599	2021/03/17	TRANSFER	\$385,000	FAJARDO, EDWARD FAJARDO, RAQUEL FAJARDO, VALERIE	INTERLUDE INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
BC398600	2021/03/17	CHARGE	\$314,400	INTERLUDE INC.	2384805 ONTARIO INC.	C
BC398601	2021/03/17	NO ASSGN RENT GEN		INTERLUDE INC.	2384805 ONTARIO INC.	C
REMARKS: BC398600						
BC432471	2022/06/03	CHARGE	\$1,200,000	INTERLUDE INC.	LIFT CAPITAL INCORPORATED PS ADVANCED CONSULTING INC. DAMIANO, ANTHONY RAMOS, DELANEY SADIK, EHAB SZEKELY, KENNETH CHOPRA-CHARRON, SANGEETA	C
BC432472	2022/06/03	NO ASSGN RENT GEN		INTERLUDE INC.	LIFT CAPITAL INCORPORATED	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.

LAND
REGISTRY
OFFICE #2

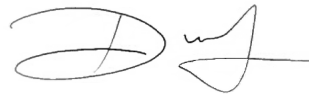
32108-0024 (LT)

PREPARED FOR Nasim001
ON 2024/02/12 AT 13:14:34

* 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
REMARKS: BC432471					PS ADVANCED CONSULTING INC. DAMIANO, ANTHONY RAMOS, DELANEY SADIK, EHAB SZEKELY, KENNETH CHOPRA-CHARRON, SANGEETA	

**THIS IS EXHIBIT "D" REFERRED TO IN THE AFFIDAVIT
OF SOFIA PINO SWORN BEFORE ME THIS
14th DAY OF JUNE, 2024.**

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a smaller, more fluid signature.

A Commissioner, etc.

From: [Joshua Foster](#)
To: [George Benchetrit](#)
Cc: [Sean Zweig](#)
Subject: RE: Balboa et al - Consent for 2nd Mortgages
Date: Friday, May 24, 2024 8:20:55 AM
Attachments: [image002.png](#)

CAUTION: [External]

George,

The Applicants did not have any direct correspondence with the first mortgage lenders and would not have sought such consents, where applicable, directly from any first mortgage lenders. Rather, the Applicants liaised exclusively with The Windrose Group Inc. (“**Windrose**”) with respect to their first mortgage loans, and apprised Windrose of the second mortgage loans that they had intended on securing. The Applicants are not able to confirm whether Windrose sought the consent of the applicable first mortgage lenders or relayed that information to such first mortgage lenders and if so, how or when. We expect that only the applicable first mortgage lenders and Windrose will be able to confirm if any required consents were obtained.

Kind regards,

Josh

Joshua Foster, Associate, Bennett Jones LLP

T. [416 777 7906](tel:4167777906) | F. [416 863 1716](tel:4168631716)

From: George Benchetrit <George@chaitons.com>
Sent: Friday, May 24, 2024 7:47 AM
To: Joshua Foster <FosterJ@bennettjones.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: Re: Balboa et al - Consent for 2nd Mortgages

Josh,

Please acknowledge receipt of this request and let me know if you will be responding.

George Benchetrit | Partner*

*Denotes Professional Corporation

Chaitons LLP | T: 416.218.1141

From: George Benchetrit <George@chaitons.com>
Sent: Tuesday, May 21, 2024 11:56 AM
To: Joshua Foster <FosterJ@bennettjones.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: Balboa et al - Consent for 2nd Mortgages

Josh,

Several 1st-ranking mortgagees have provided documents showing that there would be no subsequent mortgages on their properties (or in some cases, that their consent was required prior to granting such mortgages, and that such consent was not sought or obtained). Attached as examples are statutory declarations signed by Aruba Butt and Dylan Suitor for the following properties, along with title searches showing that subsequent mortgages were

granted on these properties:

- 162 Spadina Ave SSM
- 403 Lloyd St Sudbury
- 485 Pine St S Timmins

Can you confirm whether any consents were obtained from 1st-ranking mortgagees for any of the second mortgages on any of the properties owned by the CCAA applicants?



George Benchetrit | Partner*

*Denotes Professional Corporation

T: 416.218.1141 E: George@chaitons.com

5000 Yonge St, 10th Floor, Toronto, ON, M2N 7E9

chaitons.com

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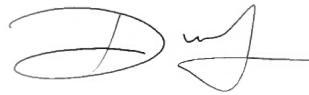
Ce courrier électronique est confidentiel et protégé. L'expéditeur ne renonce pas aux droits et obligations qui s'y rapportent. Toute diffusion, utilisation ou copie de ce message ou des renseignements qu'il contient par une personne autre que le (les) destinataire(s) désigné(s) est interdite. Si vous recevez ce courrier électronique par erreur, veuillez m'en aviser immédiatement, par retour de courrier électronique ou par un autre moyen.



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The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. If you do not wish to receive future commercial electronic messages from Bennett Jones, you can unsubscribe at the following link: <http://www.bennettjones.com/unsubscribe>

**THIS IS EXHIBIT "E" REFERRED TO IN THE AFFIDAVIT
OF SOFIA PINO SWORN BEFORE ME THIS
14th DAY OF JUNE, 2024.**

A handwritten signature in black ink, consisting of a large, stylized initial 'D' followed by a smaller, more fluid signature.

A Commissioner, etc.



CITY OF TIMMINS

Building Division
220 Algonquin Blvd E.
Timmins, ON, P4N1B3

Order to Remedy Unsafe Building

Pursuant to Subsection 15.9-(4) of the *Building Code Act, 1992*

Order Number: (optional) _____

Date Order issued: **January 15, 2024**

Address to which Order applies:

269 Kimberly Avenue
Timmins, Ontario
Plan M2T LOT 49 PCL 2426WT
Roll # 5627-050-023-086-00

Application/Permit Number: N/A

Order issued to (name and address):

1. Interlude Inc. c/o Dylan Suitor
394 Appleby Drive
Burlington, On
L7L 2X8

2. 1896891 Ontario Inc.
8-200 Davis Drive
Newmarket, ON
L3Y 2N4

The inspection on or about **January 11, 2024** at the above-referenced address found an unsafe condition, as defined in subsection 15.9-(2) of the *Building Code Act*, by reason of the following:

Item	Reference	Description and location of unsafe condition	Required remedial steps and compliance date
1.	Building Code Act 15.9(2)(a)(b)	The natural gas service has been disconnected to this building.	Restore the gas service to the building for the building occupants.
2.	Building Code Act 15.9(2)(a)(b)	Most exterior windows have been boarded up to prevent unwanted entry into the building which is eliminating natural daylight inside the building to the currently legally occupied dwelling units.	Remove boarded up areas if the gas service is to be reconnected or relocate the legal occupants.

You are hereby ordered to take remedial steps set out above to render the building safe by the dates listed above or by

January 22, 2024.

Order issued by:

Name _____ESA SAARELA

BCIN 13946

Signature _____

Telephone no. (705) 360-2600 Ext. 2980

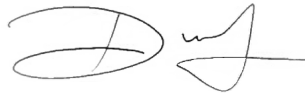
Contact name (optional) _____

Contact tel. number (optional) _____

Note:

- It is illegal to obstruct the visibility of a posted Order. It is also illegal to remove a posted Order unless authorized by an inspector or Registered Code Agency. [*Building Code Act, 1992 s. 20*]
- An Order may be appealed to the Superior Court of Justice. [*Building Code Act, 1992 s. 25*]. It may also be appealed to the Building Code Commission concerning the sufficiency of compliance with the technical requirements of the Building Code. [*Building Code Act, 1992 s. 24*]
- Failure to comply with this Order could result in the Chief Building Official, by order, prohibiting the use or occupancy of the building and causing the building to be renovated, repaired or demolished to remove the unsafe condition. [*Building Code Act, 1992 s. 15.9-(6) to (9)*]
- Failure to comply with an Order is an offence, which could result in a fine. [*Building Code Act, 1992 s.36*]

**THIS IS EXHIBIT "F" REFERRED TO IN THE AFFIDAVIT
OF SOFIA PINO SWORN BEFORE ME THIS
14th DAY OF JUNE, 2024.**

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a smaller, more fluid signature.

A Commissioner, etc.



CITY OF TIMMINS

Building Division
220 Algonquin Boulevard East
Timmins, Ontario
P4N1B3

Order Prohibiting Use or Occupancy of Unsafe Building

Pursuant to Subsection 15.9-(6) of the *Building Code Act, 1992*

Order Number: (optional) _____

Date Order issued:

January 26, 2024

Address to which Order applies:

269 Kimberly Avenue
Timmins, Ontario
Plan M2T LOT 49 PCL 2426WT
Roll # 5627-050-006-062-00

Application/Permit Number: N/A

Order issued to (name and address):

- | | |
|---|---|
| <p>1. Interlude Inc. c/o Dylan Suitor
394 Appleby Drive
Burlington, Ontario
L7L 2X8</p> | <p>2. 1896891 Ontario Inc.
8-200 Davis Drive
Newmarket, Ontario
L3Y 2N4</p> |
|---|---|

TAKE NOTICE that whereas the action required in the ORDER TO REMEDY UNSAFE BUILDING issued on January 15, 2024 with respect to the above-mentioned building has not been complied with within the time specified in it, or where no time was specified, within reasonable time, it is hereby ordered that use or occupancy immediately cease as specified below.

All Occupancy <input checked="" type="checkbox"/> Partial Occupancy <input type="checkbox"/> (specify)	All Use <input checked="" type="checkbox"/> Partial Use <input type="checkbox"/> (specify)
<p>1. An Order to Remedy an Unsafe Building was issued on January 15, 2024 which was to be complied with by January 22, 2024 due to the gas services being disconnected to the building. There are several windows which have been boarded up to prevent unwanted entry which have eliminated natural daylight to the legally occupied dwelling units.</p> <p>2. All occupancy to be ceased by February 2, 2024.</p>	<p>1. The tenants must vacate the property within the time frame specified with the property to be secured against entry at all times.</p>

Order issued by:

Name ESA SAARELA, Chief Building Official

BCIN 13946

Signature _____

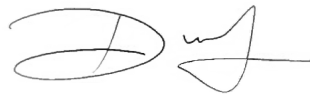
Telephone no. 705 360-2600 Ext 2980

Contact name
(optional) _____

Contact telephone number
(optional) _____

Note:

**THIS IS EXHIBIT "G" REFERRED TO IN THE AFFIDAVIT
OF SOFIA PINO SWORN BEFORE ME THIS
14th DAY OF JUNE, 2024.**

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a smaller, more fluid signature.

A Commissioner, etc.



ORDER TO REMEDY NON-CONFORMITY WITH STANDARDS FOR MAINTENANCE AND OCCUPANCY

Reference No.

Name of Municipality: City of Timmins

Phone 705-360-2600 ext: 2450

Date of Inspection February 1 st , 2024	Time 10:00 a.m	By-law No. 2007-6489
Municipal address or legal description of property 269 KIMBERLY AVENUE, TIMMINS ON CDN P4N-1L8		
Legal Text: PLAN M2T LOT 49 PCL 2426WT Roll Number: 562705002308600000		
Name of owner / occupant (attach separate list if required) INTERLUDE INC	Occupied <input checked="" type="checkbox"/>	Unoccupied <input type="checkbox"/>

DESCRIPTION OF NON-CONFORMITY	LOCATION	BY-LAW REFERENCE
See Schedule "A"		

REQUIRED ACTION

There must be compliance with the terms and conditions of this order before March 1st, 2024
(Date)

Repairs to be carried out – reasonable particulars:
See Schedule "A"

Emergency Order – above work to be carried out immediately to terminate danger. Subsection 15.7(1).

TAKE NOTICE THAT if such repair or clearance is not done within the time specified in this order, the municipality may carry out the repair or clearance at the expense of the owner. Clause 15.2 (2) (c).

APPEAL TO PROPERTY STANDARDS COMMITTEE – An owner or occupant upon whom this order has been served, if not satisfied with terms or conditions of the order, may appeal to the property standards committee by sending notice of appeal with the accompanying fee by registered mail to the secretary of the committee on or before February 23rd, 2024 and, in the event that the order is not appealed, it shall be deemed to be confirmed. Subsection 15.3(1).

February 09, 2024
Date Order Served

Signature of Property Standards Officer

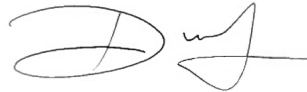
DISTRIBUTION OF ORDER TO REMEDY* – The order shall be served on the owner of the property and such other persons affected by it as the officer determines and a copy of the order may be posted on the property. Subsection 15.2 (3).

REGISTRATION OF ORDER – Where a copy of this order is registered in the proper land registry office, any person acquiring any interest in the land, subsequent to the registration of the order, shall be deemed to have been served with the order on the day on which the order was served. Subsection 15.2 (4).

OFFENCE – A person is guilty of an offence if the person fails to comply with an order, director or other requirement made under the *Building Code Act, 1992*. A person who is convicted of an offence is liable to a fine of not more than \$25,000 for a first offence and to a fine of not more than \$50,000 for a subsequent offence. Subsections 36 (1) (b) and 36 (3).

Personal information on this form, collected pursuant to a by-law passed under the *Building Code Act, 1992* will be used for the purposes of that by-law. Questions should be directed to the Municipal Freedom of Information and Privacy Coordinator at the institution responsible for the procedures under that Act.

**THIS IS EXHIBIT "H" REFERRED TO IN THE AFFIDAVIT
OF SOFIA PINO SWORN BEFORE ME THIS
14th DAY OF JUNE, 2024.**

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a smaller, more fluid signature.

A Commissioner, etc.



ORDER TO REMEDY NON-CONFORMITY WITH STANDARDS FOR MAINTENANCE AND OCCUPANCY

Reference No.

Name of Municipality City of Timmins

Phone 705-360-2600 ext 2450

Date of Inspection March 11 th , 2024	Time 10:15 a.m.	By-law No. 2007-6489
Municipal address or legal description of property 269 Kimberly Ave, Timmins On CDN P4N1L8 Legal Text: PLAN M2T LOT 49 PCL 2426WT Roll Number: 5627050023086000000		
Name of owner / occupant (attach separate list if required) INTERLUDE INC 394 APPLEBY DRIVE BURLINGTON ON CAN L7L2X8		Occupied <input type="checkbox"/> Unoccupied <input checked="" type="checkbox"/>

DESCRIPTION OF NON-CONFORMITY	LOCATION	BY-LAW REFERENCE
See Schedule "A"		

REQUIRED ACTION

There must be compliance with the terms and conditions of this order before April 30th, 2024 (Date)

Repairs to be carried out – reasonable particulars:
See Schedule "A"

Site to be cleared of all buildings, structures, debris or refuse and left in a graded and leveled condition.

Emergency Order – above work to be carried out immediately to terminate danger. Subsection 15.7(1).

TAKE NOTICE THAT if such repair or clearance is not done within the time specified in this order, the municipality may carry out the repair or clearance at the expense of the owner. Clause 15.2 (2) (c).

APPEAL TO PROPERTY STANDARDS COMMITTEE – An owner or occupant upon whom this order has been served, if not satisfied with terms or conditions of the order, may appeal to the property standards committee by sending notice of appeal by registered mail to the secretary of the committee on or before April 1st, 2024

and, in the event that the order is not appealed, it shall be deemed to be confirmed. Subsection 15.3 (1).



SCHEDULE "A"

ORDER TO REMEDY NON-CONFORMITY WITH STANDARDS FOR MAINTENANCE AND OCCUPANCY

ORDER ISSUED ON PROPERTY LOCATED AT

269 KIMBERLY AVENUE, TIMMINS ON CDN P4N1L8
 Legal Text: PLAN M2T LOT 49 PCL 2426WT
 Roll Number: 5627050023086000000

UNDER AUTHORITY OF BY-LAW 2007-6489:

REQUIRED ACTION

- The owner of the property shall maintain the parking areas, outside stairs landings and similar areas with a safe surface day and night.
- The owner of the property shall repair the outside artificial lights so as to provide safe passage to the building but shall not spill over into neighbouring yards.
- The owner of the property shall clean and clear the yard that they occupy or control, in a clean, sanitary and safe condition so as to dispose of garbage and debris on a regular basis, in accordance with municipal by-laws.
- The owner of the property shall replace/ repair the floor joist and beams for the main level so as to be in a structurally sound condition and capable of sustaining safely its own weight and any additional load that may be put on it through normal use having a factor of safety required by the Ontario Building Code Act.
- The owner of the property shall repair/replace the wood posts so as to be in a structurally sound condition and capable of sustaining safely its own weight and any additional load that may be put on it through normal use having a factor of safety required by the Ontario Building Code Act.
- The owner of the property shall replace the siding, eaves, soffit, fascia to as to provide adequate protection from weather.
- The owner of the property shall repair the foundation of the property so as to be free major cracks, breaks or other defects and shall be structurally sound, and where necessary shall be so maintained by shoring of the walls and joists, grouting masonry cracks, parging and waterproofing the walls or floors, and installing subsoil drains at footing levels.
- The owner of the property shall remove and graffiti and defacements from the property.

- The owner of the building shall replace all the windows and doors in the building so as to good repair and shall be of such construction so as to
 - a) prevent excessive drafts,
 - b) minimise heat losses through the infiltration of outside air in the cold weather, and
 - c) prevent the entrance of rain.

- The owner of the property shall replace the hardware of each door and window.

- The owner of the property shall replace the exterior stairs and landings leading into each entrance to as to be good condition free of holes, cracks, and other defects

- The owner of the property shall replace the exterior stairs and riser so as to be in good condition free of holes, cracks, and other defects.

- The owner of the property shall restore the water service.

- The owner of the property shall restore the utility's providing Gas, Water and Electricity to the building.

- The owner of the property shall replace the boiler system so as to provide suitable heating facilities capable of maintaining an indoor ambient temperature of 22 °C (71.6° F). The heating system shall be maintained in good working condition and capable of safely heating the individual dwelling units to the required standard on request of the dwelling unit's tenant.

- The owner of the property shall repair/replace all of the plumbing, including drains, water supply pipes, water closets and other plumbing fixtures.

As per the Ontario Building Code Act Section 15.1, and the City Of Timmins Property Standards By-Law 2007-6489 Section 1.8. If the repairs are not completed by the date indicated, the building will be demolished, the land cleared of any remains and left in a graded condition.

If the buildings are to be demolished, a demolition permit must be acquired.

Fee: \$100.00



Property Standards Appeal Committee Notice of Appeal

Personal information on this form is collected under the authority of section 15.3 of the Building Code Act, 1992, c. 23. The personal information will be used by the City of Timmins staff to respond to your Notice of Appeal to the Property Standards Committee. Questions about this collection should be directed to the Property Standards Committee Secretary, Office of the City Clerk, Corporation of the City of Timmins, 220 Algonquin Blvd. East, Timmins, ON P4N 1B3, 705-360-2600 ext 2467.

Address of Property Being appealed:	
Property Standards Order Issue Date: (located on the first page of the Property Standards Order)	
Property Standards Order Appeal Deadline Date: (located on the first page of the Property Standards Order)	

Person Requesting Appeal:

Please check one and indicate name below:

- Property Owner
 Occupant

Name:	
Address:	
Telephone Number:	
E-mail address:	

Please check one (if applicable) and indicate name below:

- Agent
 Representative

Name:	
Address:	
Telephone Number:	
E-mail address:	

1. If you have not been served with a Property Standards Order, a completed Authorization to Act as Agent for Notice of Appeal on Page 3 of this form is required from the property owner or occupant who was served with the Property Standards Order.
2. An agent who is not licensed under the Law Society Act and its regulations and who signs this Notice of Appeal must submit a completed Authorization to Act as Agent for Notice of Appeal on page 3 of this form signed by the property owner or occupant.

Fee: \$100.00

**PREPRTY STANDARDS COMMITTEE
AUTHORIZATION TO ACT AS AGENT FOR NOTICE OF APPEAL**

Please complete **Section A** if you are a property owner(s)/occupants(s).

Please complete **Section B** if the property owner(s)/occupant(s) is a corporation.

Section A: IF THE PROPERTY OWNER/OCCUPANT IS AN INDIVIDUAL:

I/We _____ [name of owner(s)/occupants(s)], the property owner(s)/occupants(s) of _____ [insert address of property] authorize _____ [insert name of agent] to act as my/our agent for the purpose of the appeal of the Property Standards Order issued on _____ [insert the issuance date located on the last page of the Property Standards Order] to the City of Timmins Property Standards Committee.

Signature: _____ Date: _____

Signature: _____ Date: _____

Section B: IF THE PROPERTY OWNER/OCCUPANT IS A CORPORATION:

On behalf of _____ [insert name of the corporation], which owns/occupies _____ [insert address of property], I, _____ [insert name of agent] to act as the corporation's agent for the purposes of the appeal of the Property Standards Order issued on _____ [insert the issuance date located on the last page of the Property Standards Order] to the City of Timmins Property Standards Committee.

Signature: _____ Date: _____

Position: _____

3. An agent who is not licensed under the Law Society Act and its regulations and who signs this Notice of Appeal must submit a completed Authorization to Act as Agent for Appeal on page 3 signed by the property owner/occupant.

Fee: \$100.00

PROPERTY STANDARDS COMMITTEE
AUTHORIZATION TO ACT AS REPRESENTATIVE FOR NOTICE OF APPEAL

Representation Name:	
Representation Address:	
Representative Telephone Number:	
Representative Fax Number:	
Representative Email Address:	

Please complete one of the following three sections, as applicable:

Section 1:

- I am a Lawyer or licenced Paralegal ID number: _____

Section 2:

I am or my group is not captured by the paralegal licencing requirements of the Law Society Act and do not require a licence because I am (please check the option that applies to you)*:

- Acting for myself (self-represented property owner)
- A person who is acting in the normal course of carrying on a profession or occupation governed by another Act of the Legislature, or an Act of Parliament, that regulated specifically the activities of persons engaged in that profession or occupation
- A person or a member of a class or persons prescribed by the by-laws, in the circumstances prescribed by the by-law
- Other

Section 3:

I am exempt from the paralegal licensing requirements of the Law Society Act because I am (please check the exemption that applies to you)*:

- Individuals employed by a single employer, such as municipal prosecutor
- Persons who are not in the business of providing legal services and occasionally provide assistance to a friend or relative for no fee
- Articling students
- Employees of legal clinics funded by Legal Aid Ontario
- Employees of organizations similar to legal clinics that provide free services to low-income clients, provided they meet certain criteria as to their non-profit status and funding

Fee: \$100.00

- Constituency Assistants working in Member of Provincial Parliament offices
- Law students working in student legal services societies, provided they are supervised by a lawyer and covered by the lawyer's insurance
- Members of the following listed voluntary standard-setting associations, subject to certain restrictions: the Human Resources Professions of Ontario; the Ontario Professional Planners Institute; the Board of Canadian Registered Safety Professionals; and the Appraisal Institute of Canada

I _____ [print name of applicant or representative] **certify that the above information is true.**

Applicant or representative signature:

Date:

**If you are unsure about your exemption status, please contact the Law Society of Upper Canada. If you are representing a party, you must provide written confirmation from the Appellant Party that you have been given their authorization to represent them in these proceedings. Only representatives whose names are included on the Law Society's Paralegal Directory or those who are exempt or excluded from the licensing requirements are permitted to appear at the Property Standards Committee. The Property Standards Committee requires all representatives to provide information about their licensing status. For further information, please consult the Law Society's website at www.lsuc.on.ca*

Fee: \$100.00

**INSTRUCTIONS FOR SUBMITTING
PROPERTY STANDARDS COMMITTEE NOTICE OF APPEAL**

Please submit the following materials by the date specified on the Property Standards Order by registered mail or personal delivery to the contact person and address below:

1. A completed and signed Notice of Appeal Form, including any documents and photographs supporting the grounds and/or reasons for the appeal;
2. A copy of the Property Standards Order related to the appeal; and
3. A non-refundable Appeal fee prescribed in the Transportation and Works Fees and Charges By-Law in the amount stipulated in the Property Standards Order made payable to the City of Timmins by cash, cheque or debit (Note: If appeals are mailed, cheque is the only accepted form of payment)

Committee Secretary, Property Standards Committee
The Corporation of the City of Timmins
220 Algonquin Blvd. East
Timmins, ON P4N 1B3

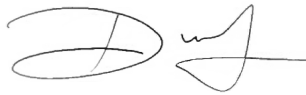
Property Owner/Occupant or Agent (Please print) : _____

Signature of Property Owner/Occupant or Agent: _____

Date: _____

4. *An agent who is not licensed under the Law Society Act and its regulations and who signs this Notice of Appeal must submit a completed Authorization to Act as Agent for Appeal on page 3 signed by the property owner/occupant.*

**THIS IS EXHIBIT "I" REFERRED TO IN THE AFFIDAVIT
OF SOFIA PINO SWORN BEFORE ME THIS
14th DAY OF JUNE, 2024.**

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a smaller, more fluid signature.

A Commissioner, etc.

From: David Sieradzki <dsieradzki@ksvadvisory.com>
Sent: Thursday, May 23, 2024 12:50 PM
To: Sofia Neves Pino <s_pino@outlook.com>; Nathalie El-Zakhem <nelzakhem@ksvadvisory.com>
Cc: Noah Goldstein <ngoldstein@ksvadvisory.com>; George Benchetrit <George@chaitons.com>; Bellissimo, Joseph <jbellissimo@cassels.com>
Subject: RE: SID Management Problematic Properties

CAUTION: [External]

Hi Sofia. I am pasting below the text of a response I received to my email of yesterday from the City's lawyer. Some of your questions are answered in their correspondence. We have asked Joe of Cassels (copied) to engage with the City's lawyer to determine if there is a way to avoid this. Joe will provide an update once they have connected and once we have a legal view on what the City is proposing to do.

Mr. Sieradzki:

The Building Code Act and the City's Property Standards By-Law are clear that non-compliance with the order is the element that permits the City to proceed with enforcement and demolition: not whether or not the structure is in immediate danger of collapse.

The City's By-Law Enforcement arm views the report as confirming its initial assessment that the property is beyond repair and poses a threat to any occupants, including those who continue to access the property clandestinely for lack of supervision of the debtor.

The engineer's report suggests that substantive work is required to bring the property to compliance. Unfortunately, the City holds little faith in Mr. Molony's assertions that the property will be remedied in due course. In fact, the City has a difficult time understanding why any stakeholder in would view the repair of the property as a judicious use of the limited resources available to carry on the business of the debtor.

Mr. Molony had an opportunity to appeal the order within the period specified in the Building Code Act, but failed to do so. The order is now confirmed and the City may proceed with enforcement.

Mr. Bellissimo's letter to Mr. Palmateer of April 30 conveniently omitted to reference the City's right under the CCAA to proceed with enforcement of its by-law for health and safety purposes.

If Mr. Bellissimo truly believes that the City's demolition of the structure runs counter to the order made under the CCAA, he is free to ask the court to intervene on your behalf; however, the City asks to be given at least 10 clear business days' advanced notice to challenge the intervention through specialized counsel. Given the clear underlying state of the law, the City would seek to recoup its cost for having to deal with the intervention.

Sincerely,

Jean-Olivier Lambert, JD, Principal

Tel: 705.360.5511 ext 204 Fax: 705.269-5511

Email: jolambert@grienerlambert.ca

Address: Suite 302, 60 Wilson Ave, Timmins, ON P4N 2S7



David Sieradzki
Managing Director

T 416.932.6030

M 416.428.7211

W www.ksvadvisory.com

From: Sofia Neves Pino <s_pino@outlook.com>

Sent: Thursday, May 23, 2024 11:39 AM

To: David Sieradzki <dsieradzki@ksvadvisory.com>; Nathalie El-Zakhem <nelzakhem@ksvadvisory.com>

Cc: Noah Goldstein <ngoldstein@ksvadvisory.com>; George Benchetrit <George@chaitons.com>

Subject: RE: SID Management Problematic Properties

Hi I understand that this property is not "mine" and still sits within the Balboa companies.

However, being the lender on this property and knowing that its fate directly impacts my ability to 1)take back a standing building vs. land or 2) get money out of a sale through the SISF, I need

to better understand what efforts the borrowers took to prevent this from happening.

- Was an Appeal letter ever submitted? This is a critical step in these cases/process with every town I have dealt with.
- Was or has a building permit for its repairs taken out? Doing this shows intent to repair and provides time for such repairs to be done within.
- Has there been any effort to show that there is financial backing to support these repairs?

I would also like to note that it does not seem like the Town of Timmins has ever had any intention to cooperate in this matter. The engineering report they are using as reasoning for the demolition is dated May 21, 2024. However, they posted a request for bids on the demolition job for this property on May 16th, 2024. As you previously stated, the issues in the report can be repaired and the structure is not at risk of collapsing. Do the CCAA rules not apply to them?

The request for proposal for the demolishment of this building - deadline May 30th. Decision is suppose to be made by May 31st.

They are requiring that the company who wins this job complete the demolishment by no later than August 30th.

The above time frames would provide anyone who takes over this property (lender or purchaser) to take action and do right by the property.

I hate that I have to waste everyone's time and spend financial resources on this matter, but it should have never gotten to this point.

Sofia

Sent from [Outlook](#)

From: David Sieradzki <dsieradzki@ksvadvisory.com>

Sent: Wednesday, May 22, 2024 1:25 PM

To: Sofia Neves Pino <s_pino@outlook.com>; Nathalie El-Zakhem <nelzakhem@ksvadvisory.com>

Cc: Noah Goldstein <ngoldstein@ksvadvisory.com>; George Benchetrit <George@chaitons.com>

Subject: RE: SID Management Problematic Properties

...just so you know, my last email to the City was as follows:

“Steph – based on the last line of the Rivard letter, the Monitor does not understand why you intend to take those steps. Your legal counsel should contact the Monitor or the Applicants’ legal counsel as you may require court approval before demolishing this property. There is a stay of proceedings in place under the ongoing CCAA proceedings. A call seems to be required urgently, as Ryan indicates. Please respond.”

We will keep you posted.

David



David Sieradzki
Managing Director

T 416.932.6030
M 416.428.7211
W www.ksvadvisory.com

From: David Sieradzki

Sent: Wednesday, May 22, 2024 1:13 PM

To: Sofia Neves Pino <s_pino@outlook.com>; Nathalie El-Zakhem <nelzakhem@ksvadvisory.com>

Cc: Noah Goldstein <ngoldstein@ksvadvisory.com>; George Benchetrit <George@chaitons.com>

Subject: RE: SID Management Problematic Properties

Hi Sofia – your timing is bang on. We received the following news this morning and are waiting to hear back from the city, but it is not looking good. I am attaching the report referenced in the below email. We will let you know once the city has responded to the most recent email correspondence.

Upon review of the Engineers report supplied by Rivard Engineering it is the opinion of the Enforcement Service Department and the Property Standards Officer that the property is beyond repair and must be torn down. To that end an RFP for the removal of the house has been issued and closes on May 31. Once a contractor is identified the City intends to remove the structure under the authority provided in Section 11.1(2) of the CCAA.

At this point I do not believe that there is anything that can be done to salvage that dilapidated building.

Thank you.

Steph

Steph Palmateer, AMCT

Director of Community Services & City Clerk

The Corporation of the City of Timmins

Tel: (705) 360-2602

Fax: (705) 360-2674



David Sieradzki
Managing Director

T 416.932.6030
M 416.428.7211
W www.ksvadvisory.com

From: Sofia Neves Pino <s_pino@outlook.com>
Sent: Wednesday, May 22, 2024 1:00 PM
To: David Sieradzki <dsieradzki@ksvadvisory.com>; Nathalie El-Zakhem <nelzakhem@ksvadvisory.com>
Cc: Noah Goldstein <ngoldstein@ksvadvisory.com>; George Benchetrit <George@chaitons.com>
Subject: RE: SID Management Problematic Properties

Hi I just wanted to find out if the property is still standing and being worked on? Any info would be greatly appreciated.

Thank you

Sofia

Sent from [Outlook](#)

From: Sofia Neves Pino
Sent: Friday, May 10, 2024 7:33 PM
To: David Sieradzki <dsieradzki@ksvadvisory.com>
Cc: Noah Goldstein <ngoldstein@ksvadvisory.com>; George Benchetrit <George@chaitons.com>; Christian Vit <cvit@ksvadvisory.com>
Subject: RE: SID Management Problematic Properties

Hi has there been any progress on this?

Sent from [Outlook](#)

From: David Sieradzki <dsieradzki@ksvadvisory.com>
Sent: Wednesday, May 1, 2024 7:27 AM
To: Sofia Neves Pino <s_pino@outlook.com>
Cc: Noah Goldstein <ngoldstein@ksvadvisory.com>; George Benchetrit <George@chaitons.com>; Christian Vit <cvit@ksvadvisory.com>
Subject: RE: SID Management Problematic Properties

Thanks Sofia, but there is still some work to do on this issue. The comment we got back late yesterday was:

“I wish to inform you that we are convening on this matter within a few days. In the meantime, the demolition will not take place before that. I ask for your patience a little longer and we will get back to you and your associates as quickly as possible.”

Needless to say, we are all over this and doing what we can. We will certainly keep you posted.

Have a good day.

David



David Sieradzki
Managing Director

T 416.932.6030
M 416.428.7211
W www.ksvadvisory.com

From: Sofia Neves Pino <s_pino@outlook.com>
Sent: Tuesday, April 30, 2024 9:18 PM
To: David Sieradzki <dsieradzki@ksvadvisory.com>
Cc: Noah Goldstein <ngoldstein@ksvadvisory.com>; George Benchetrit <George@chaitons.com>;
Christian Vit <cvit@ksvadvisory.com>
Subject: Re: SID Management Problematic Properties

David, I have not cried for joy in a long time.
Thank you!!! I truly appreciate the work that went into this.

And thank you for responding so quickly!
Sofia

Sofia Neves Pino

From: David Sieradzki <dsieradzki@ksvadvisory.com>
Sent: Tuesday, April 30, 2024 9:05:23 PM
To: Sofia Neves Pino <s_pino@outlook.com>
Cc: Noah Goldstein <ngoldstein@ksvadvisory.com>; George Benchetrit <George@chaitons.com>;
Christian Vit <cvit@ksvadvisory.com>
Subject: Re: SID Management Problematic Properties

After exerting much pressure, we received confirmation from the City today that they are not proceeding with the demolition at this time. We will update you on our call on Thursday.

David Sieradzki
Managing Director
KSV Advisory Inc.

Office: (416) 932-6030

Cell: (416) 428-7211

On Apr 30, 2024, at 9:02 PM, Sofia Neves Pino <s_pino@outlook.com> wrote:

Hi I wanted to follow up on this situation.

I know yesterdays update stated that many efforts were being made but no confirmation had been received from the town.

Today was suppose to be demolition day.

What is the status of this?

Sofia Neves Pino

From: Sofia Neves Pino

Sent: Friday, April 26, 2024 11:42:20 AM

To: David Sieradzki <dsieradzki@ksvadvisory.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; George Benchetrit <George@chaitons.com>

Cc: Christian Vit <cvit@ksvadvisory.com>

Subject: RE: SID Management Problematic Properties

Thank you David. I appreciate you sharing this information and further clarifying the attempts made.

Sofia

Sent from [Outlook](#)

From: David Sieradzki <dsieradzki@ksvadvisory.com>

Sent: Friday, April 26, 2024 11:21 AM

To: Sofia Neves Pino <s_pino@outlook.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; George Benchetrit <George@chaitons.com>

Cc: Christian Vit <cvit@ksvadvisory.com>

Subject: RE: SID Management Problematic Properties

Sofia – your chronology is incorrect. We looked back at our records. We had telephone and/or email correspondence on this issue with the City and/or the Company on April 12, 13, 15, 16, 19, 24 and 25, 2024.

In any event, we will keep you posted on any developments. We will have an update on Monday for sure.

David

<image001.png>

From: Sofia Neves Pino <s_pino@outlook.com>

Sent: Friday, April 26, 2024 12:14 AM

To: David Sieradzki <dsieradzki@ksvadvisory.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; George Benchetrit <George@chaitons.com>

Cc: Christian Vit <cvit@ksvadvisory.com>

Subject: Re: SID Management Problematic Properties

Please correct me if I'm wrong:

April 12th - I rang the alarm about this property and made everyone aware of my findings.(This does not include my initial concerns about the state of this property which were brought forward in January).

April 15th Essa sent the order and connected with Christian. On this same date I was assured that measures were being taken to prevent any demolition to the property.

The email trail shows that Ryan only contacted Essa or anyone in the town on April 24!?

KSV only stepped in on April 25th?

Am I missing something here??

The Town and its various employees do not seem to be receptive to Ryan's communication and seem to be putting up various road blocks that will prevent him from accomplishing anything in time of the demolition date.

If this property is demolished, who will be taking accountability for it!?

Sofia Neves Pino

From: David Sieradzki <dsieradzki@ksvadvisory.com>
Sent: Thursday, April 25, 2024 9:10 PM
To: Sofia Neves Pino <s_pino@outlook.com>; Dan Uszynski <dan.uszynski@outlook.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; George Benchetrit <George@chaitons.com>
Cc: Christian Vit <cvit@ksvadvisory.com>
Subject: RE: SID Management Problematic Properties

Hi Sofia - We are waiting to hear for an update on the meeting, but we did have some correspondence with the City today (see attached). We have been told that the by-law officer is back on Monday so we should expect to hear back then. We will keep you posted.

<image001.png>

From: Sofia Neves Pino <s_pino@outlook.com>
Sent: Thursday, April 25, 2024 8:03 PM
To: David Sieradzki <dsieradzki@ksvadvisory.com>; Dan Uszynski <dan.uszynski@outlook.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; George Benchetrit <George@chaitons.com>
Cc: Christian Vit <cvit@ksvadvisory.com>
Subject: RE: SID Management Problematic Properties

Hi David, I wanted to follow up on this and see what the outcome of the site visit/conversation was.

Sent from [Outlook](#)

From: David Sieradzki <dsieradzki@ksvadvisory.com>
Sent: Wednesday, April 24, 2024 4:46 PM
To: Sofia Neves Pino <s_pino@outlook.com>; Dan Uszynski <dan.uszynski@outlook.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; George Benchetrit <George@chaitons.com>
Cc: Corey Goss (coreygoss13@gmail.com) <coreygoss13@gmail.com>; john.alegrias@gmail.com; Matt Tatomir (mtatomir@hotmail.com) <mtatomir@hotmail.com>; Christian Vit <cvit@ksvadvisory.com>
Subject: RE: SID Management Problematic Properties

Yes, us as well. There is a meeting at the site tomorrow with contractors/engineers and they are trying to have the by-law person attend this meeting as well. As soon as we have the confirmation that we are trying to pursue, we will provide it.

<image001.png>

From: Sofia Neves Pino <s_pino@outlook.com>
Sent: Wednesday, April 24, 2024 4:27 PM
To: David Sieradzki <dsieradzki@ksvadvisory.com>; Dan Uszynski <dan.uszynski@outlook.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; George Benchetrit <George@chaitons.com>
Cc: Corey Goss (coreygoss13@gmail.com) <coreygoss13@gmail.com>; john.alegrias@gmail.com; Matt Tatomir (mtatomir@hotmail.com) <mtatomir@hotmail.com>
Subject: Re: SID Management Problematic Properties

Thank you David.

On April 15th Christian confirmed that steps were being taken to prevent this. We're less than a week away - want to make sure it's confirmed vs. In the works.

Sofia Neves Pino

From: David Sieradzki <dsieradzki@ksvadvisory.com>
Sent: Wednesday, April 24, 2024 4:17:38 PM
To: Sofia Neves Pino <s_pino@outlook.com>; Dan Uszynski <dan.uszynski@outlook.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; George Benchetrit <George@chaitons.com>
Cc: Corey Goss (coreygoss13@gmail.com) <coreygoss13@gmail.com>; john.alegrias@gmail.com <john.alegrias@gmail.com>; Matt Tatomir (mtatomir@hotmail.com) <mtatomir@hotmail.com>
Subject: RE: SID Management Problematic Properties

We have a voicemail and email into them and a letter is in process. As soon as we have an update from their end, we will provide. Thanks.

<image001.png>

From: Sofia Neves Pino <s_pino@outlook.com>
Sent: Wednesday, April 24, 2024 4:10 PM
To: David Sieradzki <dsieradzki@ksvadvisory.com>; Dan Uszynski <dan.uszynski@outlook.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; George Benchetrit <George@chaitons.com>
Cc: Corey Goss (coreygoss13@gmail.com) <coreygoss13@gmail.com>; john.alegrias@gmail.com; Matt Tatomir (mtatomir@hotmail.com) <mtatomir@hotmail.com>
Subject: Re: SID Management Problematic Properties

Hi confirming again - 269 Kimberley - has someone from KSV spoken to the town and the demolition is not happening!? 100000% confirmed?

Sofia Neves Pino

From: David Sieradzki <dsieradzki@ksvadvisory.com>
Sent: Wednesday, April 24, 2024 4:01:02 PM
To: Dan Uszynski <dan.uszynski@outlook.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; George Benchetrit <George@chaitons.com>
Cc: Corey Goss (coreygoss13@gmail.com) <coreygoss13@gmail.com>; john.alegrias@gmail.com <john.alegrias@gmail.com>; Matt Tatomir (mtatomir@hotmail.com) <mtatomir@hotmail.com>; Sofia Neves Pino (s_pino@outlook.com) <s_pino@outlook.com>
Subject: RE: SID Management Problematic Properties

Thanks Dan. We will send you copies of the letters that go out to each of the Cities/Municipalities. Those should be going out tomorrow.

<image001.png>

From: Dan Uszynski <dan.uszynski@outlook.com>
Sent: Wednesday, April 24, 2024 3:57 PM
To: Noah Goldstein <ngoldstein@ksvadvisory.com>; David Sieradzki <dsieradzki@ksvadvisory.com>; George Benchetrit <George@chaitons.com>
Cc: Corey Goss (coreygoss13@gmail.com) <coreygoss13@gmail.com>; john.alegrias@gmail.com; Matt Tatomir (mtatomir@hotmail.com) <mtatomir@hotmail.com>; Sofia Neves Pino (s_pino@outlook.com) <s_pino@outlook.com>
Subject: FW: SID Management Problematic Properties

Folks

Attached is a response regarding the CCAA Timmins properties that are scheduled for demolition or have infractions. There are 3 scheduled for demolition of which 1 has been demolished.

David, you can contact Elizabeth directly for assistance regarding the CCAA process.

Please keep us informed of the actions that you will be taking.

Thank you

Dan

From: Elizabeth Charbonneau <Elizabeth.Charbonneau@timmins.ca>
Sent: Wednesday, April 24, 2024 11:09 AM
To: 'Dan Uszynski' <dan.uszynski@outlook.com>; Gregory Paquette <Gregory.Paquette@timmins.ca>
Cc: mayor <mayor@timmins.ca>; Natalie Moore <Natalie.Moore@timmins.ca>
Subject: SID Management Problematic Properties

Good morning Dan,

I received a response from our Bylaw Dept and they confirmed the following properties that are/were problematic:

261 Kimberly Ave	Demolition completed on or around March 31 2024.
269 Kimberly Ave	Currently boarded up and scheduled for demolition.
335 Spruce St S	Order to demolish the shed and property clean up.
336 Mountjoy St S	Order for pest control and repairs to the basement.
49 Belanger Ave	Order to repair plumbing and drywall.
104 Ruth St	Order for pest control (cockroaches) and repairs to plumbing and ceiling.

Regretfully, Bylaw is not able to confirm how many of the 176 properties are currently vacant.

Please let me know if there is anything else I can assist with. Thank you.

Respectfully,

Elizabeth Charbonneau
Chief Tax Collector
The Corporation of the City of Timmins
705-360-2600 ext 3131

www.timmins.ca

<image002.jpg>

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From: Elizabeth Charbonneau
Sent: Monday, April 22, 2024 8:30 AM
To: 'Dan Uszynski' <dan.uszynski@outlook.com>; Gregory Paquette <Gregory.Paquette@timmins.ca>
Cc: mayor <mayor@timmins.ca>
Subject: RE: Vacant building spreadsheet

Good morning Dan,

It was our pleasure to meet with you and your colleagues! I am still waiting for a response from our Bylaw Enforcement Dept about the problematic properties and will get back to you as soon as I have the information.

Thank you and have a great day!

Respectfully,

Elizabeth Charbonneau
Chief Tax Collector
The Corporation of the City of Timmins
705-360-2600 ext 3131

www.timmins.ca

<image003.jpg>

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From: Dan Uszynski <dan.uszynski@outlook.com>
Sent: Saturday, April 20, 2024 8:16 AM
To: Elizabeth Charbonneau <Elizabeth.Charbonneau@timmins.ca>; Gregory Paquette <Gregory.Paquette@timmins.ca>
Cc: mayor <mayor@timmins.ca>
Subject: RE: Vacant building spreadsheet

EXTERNAL E-MAIL WARNING - Avoid clicking links or opening attachments and content from external senders unless you are certain it is safe to do so. Exercise caution - If you are unsure, please contact ITD.

Elizabeth, Greg,

Thank you very much for meeting with us and Mayor Boileau. We truly value the time you dedicated to us, allowing us to convey the lenders' perspective on how the CCAA process has affected both lenders and hearing from you about the impact on the community. We are committed to doing what we can in expediting the CCAA process and resolving the situation promptly to aid the community's recovery and reintegrate homes into circulation for occupancy.

We eagerly await the list of homes that are problematic and scheduled for demolition so that we can coordinate with the monitor to take some action on the recovery of these homes. Rest assured that we will keep you updated on our progress.

Thank you once again for your assistance.

Regards
Dan Uszynski, P, Eng.

From: Elizabeth Charbonneau <Elizabeth.Charbonneau@timmins.ca>
Sent: Tuesday, April 16, 2024 3:21 PM
To: Gregory Paquette <Gregory.Paquette@timmins.ca>
Cc: 'dan.uszynski@outlook.com' <dan.uszynski@outlook.com>
Subject: FW: Vacant building spreadsheet

Sorry Greg,

I didn't see your email until after I sent my request to Bylaw. Please see the attachment and email below. Let me know if I've missed anything. Thanks.

Respectfully,

Elizabeth Charbonneau
Chief Tax Collector
The Corporation of the City of Timmins
705-360-2600 ext 3131

www.timmins.ca

<image003.jpg>

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COPYING, PRINTING, OR OTHER USE OF, OR TAKING OF ANY ACTION IN RELIANCE UPON THIS E-MAIL, IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE CONTACT THE SENDER AND DELETE THE ORIGINAL AND ANY COPY OF THIS E-MAIL AND ANY PRINTOUT THEREOF, IMMEDIATELY. YOUR CO-OPERATION IS APPRECIATED.

From: Elizabeth Charbonneau
Sent: Tuesday, April 16, 2024 3:18 PM
To: Sherry Laneville <Sherry.Laneville@timmins.ca>
Subject: RE: Vacant building spreadsheet

Good afternoon Sherry,

I require your assistance regarding all the SID Management properties. Mayor Boileau, Greg Paquette and I met with 3 members of the secured creditors committee this afternoon regarding these properties. They are looking for solutions and options that will help all the respective lenders, as well as the municipality.

As such, for the time being, they would like a list of what we'll call "priority properties" being the ones that we have the most issues with at the moment.

This means, from the attached list:

- which ones are slated for demolition and when,**
- besides 261 Kimberly St, which ones have already been demolished (I can't remember if there were any others),**
- which ones are commonly visited by Bylaw/Police/Fire due to complaints,**
- which ones are currently vacant.**

Although we gave them no turn around time, we did tell them that we would make this a priority and get them the information as quickly as possible.

Thank you in advance for your assistance.

Respectfully,

Elizabeth Charbonneau
Chief Tax Collector
The Corporation of the City of Timmins
705-360-2600 ext 3131

www.timmins.ca

<image004.jpg>

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From: Elizabeth Charbonneau
Sent: Thursday, April 11, 2024 1:48 PM
To: Sherry Laneville <Sherry.Laneville@timmins.ca>
Subject: RE: Vacant building spreadsheet

Hi Sherry,

Attached is the listing of properties owned by SID Management. They are not in roll # order for the most part. The list is separated under each company name but in roll # order in that respect. I hope this helps.

Respectfully,

Elizabeth Charbonneau
Chief Tax Collector
The Corporation of the City of Timmins
705-360-2600 ext 3131

www.timmins.ca

<image003.jpg>

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From: Sherry Laneville <Sherry.Laneville@timmins.ca>
Sent: Thursday, April 11, 2024 12:47 PM
To: Elizabeth Charbonneau <Elizabeth.Charbonneau@timmins.ca>
Subject: Vacant building spreadsheet

Hello there,

Would you have the spreadsheet with the listing of properties owned by happy gilmor and others?

Sherry Laneville

[Pronouns:](#) She/Her/Hers

Supervisor of Enforcement Services

City of Timmins

Phone: (705) 360-2600 Ext 2449

Fax: (705) 360-267

www.timmins.ca

<image005.png>

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**THIS IS EXHIBIT "J" REFERRED TO IN THE AFFIDAVIT
OF SOFIA PINO SWORN BEFORE ME THIS
14th DAY OF JUNE, 2024.**

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a smaller, more fluid signature.

A Commissioner, etc.

From: Steph Palmateer <Steph.Palmateer@timmins.ca>
Sent: Thursday, May 2, 2024 9:12 AM
To: 'Jacobs, Ryan' <rjacobs@cassels.com>; David Sieradzki <dsieradzki@ksvadvisory.com>; Ryan Molony <ryan@siddevelopments.ca>; Christian Vit <cvit@ksvadvisory.com>
Cc: Marc Gelinas <mygcontracting@gmail.com>; Sahil Nayak <sahil@sidrenos.ca>; Sherry Laneville <Sherry.Laneville@timmins.ca>; Dave Landers <Dave.Landers@timmins.ca>; zweigs@bennettjones.com; Joshua Foster <FosterJ@bennettjones.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Bellissimo, Joseph <jbellissimo@cassels.com>; 'J.O. Lambert' <jolambert@grienerlambert.ca>; Julie Moisan <Julie.Moisan@timmins.ca>
Subject: RE: 269 Kimberly - Update

Thank you Ryan,

We have been trying to engage the property owners for months. In all honesty the time to engage would have been back in January when the first order was issued, or maybe once again in February when the second order was issued, or quite possible in March when the final order was issued. Unfortunately they waited until the week before the order expired on April 30 to try and rush in at the last minute.

I would suggest that the property owner take the time between now and when a contractor is selected to demolish the building (at least a few weeks away) to take the steps necessary to comply with the orders to avoid the demolition of the building.

Thank you.

Steph Palmateer, AMCT

Director of Community Services & City Clerk
 The Corporation of the City of Timmins

Tel: (705) 360-2602

Fax: (705) 360-2674



From: Jacobs, Ryan <rjacobs@cassels.com>
Sent: Tuesday, April 30, 2024 9:39 AM
To: Steph Palmateer <Steph.Palmateer@timmins.ca>; 'David Sieradzki' <dsieradzki@ksvadvisory.com>; Ryan Molony <ryan@siddevelopments.ca>; Christian Vit <cvit@ksvadvisory.com>
Cc: Marc Gelinas <mygcontracting@gmail.com>; Sahil Nayak <sahil@sidrenos.ca>; Sherry Laneville <Sherry.Laneville@timmins.ca>; Dave Landers <Dave.Landers@timmins.ca>; zweigs@bennettjones.com; Joshua Foster <FosterJ@bennettjones.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Bellissimo, Joseph <jbellissimo@cassels.com>; 'J.O. Lambert' <jolambert@grienerlambert.ca>; Julie Moisan <Julie.Moisan@timmins.ca>
Subject: RE: 269 Kimberly - Update

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Ms Palmateer – You have our letter from last night (re-attached again here). It is the Applicants and Monitor’s position that if the City of Timmins takes action at this time to irreversibly demolish the subject property, the City will be in violation of the Amended and Restated Initial Order. The Monitor understands that the Applicants are taking steps to remedy the City’s concerns and in the circumstances we would encourage you to instead engage with them.

The Monitor is available to assist the parties resolve this issue.

Cassels | RYAN C. JACOBS
Partner
t: +1 416 860 6465
e: rjacobs@cassels.com

Cassels Brock & Blackwell LLP | cassels.com
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON Canada M5H 0B4 Canada
Services provided through a professional corporation

From: Steph Palmateer <Steph.Palmateer@timmins.ca>

Sent: Tuesday, April 30, 2024 9:18 AM

To: 'David Sieradzki' <dsieradzki@ksvadvisory.com>; Ryan Molony <ryan@siddevelopments.ca>; Christian Vit <cvit@ksvadvisory.com>

Cc: Marc Gelinias <mygcontracting@gmail.com>; Sahil Nayak <sahil@sidrenos.ca>; Sherry Laneville <Sherry.Laneville@timmins.ca>; Dave Landers <Dave.Landers@timmins.ca>; zweigs@bennettjones.com; Joshua Foster <FosterJ@bennettjones.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Jacobs, Ryan <rjacobs@cassels.com>; Bellissimo, Joseph <bellissimo@cassels.com>; 'J.O. Lambert' <jolambert@grienerlambert.ca>; Julie Moisan <Julie.Moisan@timmins.ca>

Subject: RE: 269 Kimberly - Update

CAUTION: External Email

Thank you David,

I do not believe that your creditor protection allows you or your many companies to be in non-compliance with the law in my opinion. This property is in serious violation of our Property Standards by-law which is provided it’s authority under the Building Code Act and continues to pose a significant Health and Safety risk to the residents of Timmins. The CCAA provides for financial protection from proceedings issued under various Acts such as: The Income Tax Act, Canada Pension Plan or the Employment Insurance Act. The CCAA does not provide for an exemption from maintaining the property in safe and habitable condition in accordance with the Building Code. The fact that you and your Directors have ignored the City’s many previous requests to bring the property into compliance with the Building code and secure the property you left us with no choice but to issue the order. Now granted the City may not be able to recoup any of our costs associated with the Enforcement of the Order due to

your creditor protection we still intend to enforce our rights under the Building Code Act and take all remedies necessary to ensure the safety of our residents.

Thank you.

Steph Palmateer, AMCT

Director of Community Services & City Clerk
The Corporation of the City of Timmins

Tel: (705) 360-2602

Fax: (705) 360-2674



From: David Sieradzki <dsieradzki@ksvadvisory.com>

Sent: Monday, April 29, 2024 4:40 PM

To: Ryan Molony <ryan@siddevelopments.ca>; Steph Palmateer <Steph.Palmateer@timmins.ca>;
Christian Vit <cvit@ksvadvisory.com>

Cc: Marc Gelinis <mygcontracting@gmail.com>; Sahil Nayak <sahil@sidrenos.ca>; Sherry Laneville <Sherry.Laneville@timmins.ca>; Dave Landers <Dave.Landers@timmins.ca>;
zweigs@bennettjones.com; Joshua Foster <FosterJ@bennettjones.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Jacobs, Ryan <rjacobs@cassels.com>; Bellissimo, Joseph <jbelleissimo@cassels.com>

Subject: RE: 269 Kimberly - Update

Importance: High

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Steph –

I am a representative of the Court-appointed Monitor, KSV Restructuring Inc. Our office sent you and others a letter late last week, a copy of which is attached for your reference. I have copied in legal counsel to the CCAA Debtor Companies and the Monitor. We cannot have property subject to the CCAA demolished tomorrow. Please let us know a time that is convenient for you to speak either later today or tomorrow and we will make sure the proper people are available for this call. It is very critical that no action be taken before we discuss these issues.

I look forward to your response.

Thank you,
David



David Sieradzki
Managing Director

T 416.932.6030
M 416.428.7211
W www.ksvadvisory.com

From: Ryan Molony <ryan@siddevelopments.ca>
Sent: Monday, April 29, 2024 4:30 PM
To: Steph Palmateer <Steph.Palmateer@timmins.ca>; Christian Vit <cvit@ksvadvisory.com>; David Sieradzki <dsieradzki@ksvadvisory.com>
Cc: Marc Gelinias <mygcontracting@gmail.com>; Sahil Nayak <sahil@sidrenos.ca>; Sherry Laneville <Sherry.Laneville@timmins.ca>; Dave Landers <Dave.Landers@timmins.ca>
Subject: Re: 269 Kimberly - Update

Steph, thank you for the update and I do understand your viewpoint on this property. I have CC'd a 2 members of the KSV Advisory team on this email as well. KSV is a court appointed monitor to our companies through a process called CCAA. We entered CCAA to restructure our portfolio and give us the ability to renovate and stabilize all of the properties, this includes 269 Kimberly. Over the last few days we have cleaned the property, installed outdoor lighting, ensured all entrances and openings are secured, put camera and signs up to deter people from coming onto the premise, put caution tape around it, sent the order to an engineer for the purpose of them establishing what is needed from a structural perspective (they are on site tomorrow) and we are going to be ordering new windows. This is a 7 unit building that is needed in Timmins not only from a housing perspective but an affordable housing perspective. Over the weekend we had many residents thank us (albeit we know it has been a long time coming) for putting this work in and we know the city did drive by 2-3 times as well and saw that we are working towards fixing this.

Are you free tomorrow for a call to go over this in greater detail? We can have team members from KSV on this call as well and we can go over what is needed. I do understand you have just returned from vacation but this is a top priority for us and would appreciate 15 minutes of your time tomorrow.

Thanks in advance and we will chat soon.

On Mon, Apr 29, 2024 at 3:59 PM Steph Palmateer <Steph.Palmateer@timmins.ca> wrote:

Good afternoon Ryan,

Sorry my schedule is jam packed this week having just returned to work after being away. I am just between meetings and going into another one at 4:00 p.m.

Unfortunately at this point it is too late to issue an extension. This property has been a problem for quite some time and the area residents are expecting the City to take action. We have provided ample notice and plenty of opportunity to appeal the decision during the process.

Steph

Steph Palmateer, AMCT

Director of Community Services & City Clerk

The Corporation of the City of Timmins

Tel: (705) 360-2602

Fax: (705) 360-2674



From: Ryan Molony <ryan@siddevelopments.ca>

Sent: Monday, April 29, 2024 3:04 PM

To: Marc Gelinis <mygcontracting@gmail.com>; Sahil Nayak <sahil@sidrenos.ca>; Steph Palmateer <Steph.Palmateer@timmins.ca>

Subject: 269 Kimberly - Update

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Good afternoon Steph, I hope your holidays went well. My name is Ryan Molony and I am president of SID Developments, the company that manages 269 Kimberly. Marc Gelinas sent you an email on Friday and Sahil Nayak (SIDs project manager) also just tried to give you a call. Are you free to chat about 269 Kimberly? We know there is a demo order being placed on May 1st but we have begun working on this property. Our intention is to have this as our top priority, renovate the property and ensure it remains as affordable housing in Timmins.

Please give me a call or an update as soon as you can so we can work together on this project. I appreciate your time and support in the matter and looking forward to hearing from you

Regards,

Ryan Molony

President

SID Developments

PH: 905-580-1372

Email: ryan@siddevelopment.ca

Visit our website:
<http://www.timmins.ca/>

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--

Ryan Molony
President
SID Developments
PH: 905-580-1372
Email: ryan@siddevelopment.ca

Visit our website:
<http://www.timmins.ca/>

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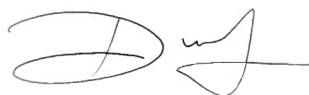
**THIS IS EXHIBIT "K" REFERRED TO IN THE AFFIDAVIT
OF SOFIA PINO SWORN BEFORE ME THIS
14th DAY OF JUNE, 2024.**

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a smaller, more fluid signature.

A Commissioner, etc.

Address	Owner	Principal	Sold Date	Selling Price
12 Thornton St., St. Catharines	Happy Town Housing Inc.	Thomas Dylan Suitor	3/13/2024	\$ 205,000.00
131 Duncan St, Welland	Upgrade Housing Inc.	Thomas Dylan Suitor	5/22/2024	\$ 350,000.00
200 King St., St. Catharines	MTDS INVESTMENTS INC.	Thomas Dylan Suitor	1/4/2024	\$ 970,000.00
267 Leslie St, Sudbury	Upgrade Housing Inc.	Thomas Dylan Suitor	1/15/2024	\$ 2.00
3 Water St., St. Catharines	GATTA PROPERTIES INC.	Thomas Dylan Suitor	4/22/2024	\$ 1,010,000.00
362 Donovan Street, Sudbury	Upgrade Housing Inc.	Thomas Dylan Suitor	1/15/2024	\$ 2.00
394 Appleby Line, Burlington	PARADISAL BLISS INC.	Aruba Butt	5/8/2024	\$ 1,173,600.00
478 Burtch Rd, Brantford	ELEV8 PROPERTIES INC.	Thomas Dylan Suitor	1/19/2024	\$ 1,335,000.00
531 ARGYLE STREET SOUTH, CAMBRIDGE	ELEV8 PROPERTIES INC.	Thomas Dylan Suitor	11/23/2022	\$ 640,000.00
60 TRUSSLER ROAD,, KITCHENER	ELEV8 PROPERTIES INC.	Thomas Dylan Suitor	11/15/2023	\$ 3,300,000.00
45 Moderwell St. Stratford	ELEV8 PROPERTIES INC.	Thomas Dylan Suitor	5/16/2024	\$ 335,000.00

**THIS IS EXHIBIT "L" REFERRED TO IN THE AFFIDAVIT
OF SOFIA PINO SWORN BEFORE ME THIS
14th DAY OF JUNE, 2024.**

A handwritten signature in black ink, consisting of a large, stylized initial 'D' followed by a smaller, more fluid signature.

A Commissioner, etc.

Address	Owner	Principal	Listing	List Price
12 Inglewood Rd., St. Catharines	Upgrade Housing Inc.	Thomas Dylan Suitor	2/15/2024	\$ 550,000.00
134 Gore Street, Sault Ste. Marie	Zack Files Real Estate Inc.	Aruba Butt	3/10/2024	\$ 799,000.00
134A Gore Street, Sault Ste. Marie	Zack Files Real Estate Inc.	Aruba Butt	3/10/2024	\$ 799,000.00
294 Pittsburgh Ave., Sault Ste. Marie	NORTHERN CABOODLE INC.	Aruba Butt	3/4/2024	\$ 135,000.00
308 Korah Road, Sault Ste. Marie	Zack Files Real Estate Inc.	Aruba Butt	3/1/2024	\$ 749,000.00
34 Rykert Street, St. Catharines	Happy Town Housing Inc.	Thomas Dylan Suitor	6/6/2024	\$ 525,000.00
378 Donovan St, Sudbury	CHUBBY ASSETS iNC.	Aruba Butt	6/11/2024	
40 Hynes Street, Sault Ste. Marie	Zack Files Real Estate Inc.	Aruba Butt	3/6/2024	\$ 2,630,000.00
43 Center Street, St. Catharines	Happy Town Housing Inc.	Thomas Dylan Suitor	4/3/2024	\$ 700,000.00
75 Queenston St., St. Catharines	Happy Town Housing Inc.	Thomas Dylan Suitor	4/17/2024	\$ 550,000.00
859 Trunk Road, Sault Ste. Marie	Zack Files Real Estate Inc.	Aruba Butt	3/6/2024	\$ 1,300,000.00

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985,
c. C-36, AS AMENDED**

Court File No.: CV-24-00713245-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE
INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN
INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL
ESTATE INC.**

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

Proceeding commenced at Toronto

**AFFIDAVIT OF SOFIA NEVES PINO
(Sworn June 14, 2024)**

CHAITONS LLP

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

Harvey Chaiton (LSO# 21592F)

Tel: (416) 218-1129

Email: harvey@chaitons.com

George Benchetrit (LSO# 34163H)

Tel: (416) 218-1141

Email: george@chaitons.com

Lender Representative Counsel

TAB 3

Court File No.: CV-24-00713245-00CL

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.

Applicants

**AFFIDAVIT OF ANDREW ADAMS
(Sworn June 14, 2024)**

I, Andrew Adams, of the community of Georgetown, in the town of Halton Hills, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I have been employed full-time for the past 24 years as a police officer within the Province of Ontario.
2. I have personal knowledge of the matters to which I depose in this affidavit. Where I do not possess personal knowledge, I have stated the source of my information and, in all such cases, believe it to be true.

I. INVESTMENTS WITH THE APPLICANTS

3. I provided the following loans to the Applicants, each secured by first-ranking mortgages over the following properties:

- (a) \$209,000 for 246 East Balfour Street, Sault Ste. Marie, Ontario (the “**East Balfour Property**”);
- (b) \$145,000 for 155 Cedar Street, Timmins, Ontario; and
- (c) \$245,000 for 70 Diorite Street, Copper Cliff, Ontario.

II. NEGLECT OF THE EAST BALFOUR PROPERTY

4. On April 7, 2024, I reached out to KSV Restructuring Inc., court-appointed monitor of the Applicants (“**KSV**” or the “**Monitor**”) via email, seeking updates on my mortgaged properties.

5. On May 13, 2024, KSV provided an update via email regarding the properties, including that \$20,471.74 had been paid to date for property taxes on the East Balfour Property from the Applicants’ DIP Facility.

6. On May 21, 2024, we reached out to a family member residing in the Sault Ste. Marie area to obtain photos of the East Balfour Property to assess its physical condition, copies of which are attached hereto and marked as **Exhibit “A”**. We were informed by the family member that the East Balfour Property appeared to be a vacant lot.

7. I also received additional information from the family member who had spoken with neighbours of the East Balfour Property. According to them, the vacant lot previously housed a residential structure, which had been a consistent issue for the community due to a lack of maintenance. The property had reportedly experienced two fires, ultimately leading to the demolition of the residential structure.

8. On May 30, 2024, I reached out to KSV via email to, among other things, express my concerns and frustration about the Applicants' lack of communication, transparency and truthfulness throughout the CCAA process. Additionally, I sought updates on the status of my mortgaged properties.

9. On May 31, 2024, KSV responded, confirming that the Monitor was addressing requests for information based on the information available to it. It indicated that it was unaware of any issues concerning the East Balfour Property (including the demolition of the residence) until I brought this to its attention.

10. I have now learned from the Sault Ste. Marie tax office that:

- (a) in approximately August 2023, the City hired a company to demolish the house on the East Balfour Property, which would have been charged to the property tax bill and has since been paid from DIP; and
- (b) the current vacant lot has an assessed value of approximately \$60,000.

11. Were it not for the information provided by my family member regarding the vacant lot and the absence of a residential structure, I would have remained unaware of the true circumstances surrounding the East Balfour Property.

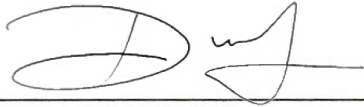
12. I am currently unaware as to whether there is insurance coverage in place to compensate for the demolition of the residential structure.

13. Throughout the CCAA proceeding, the Applicants have failed to provide any updates or information regarding the status or condition of the East Balfour Property.

14. Had I been informed of fires at the property and/or the likelihood of demolition of the residential structure, I could have taken steps to mitigate my losses.

15. The lack of communication and transparency regarding the status of the East Balfour Property has eroded any confidence I may have had in the Applicants to manage the property for the benefit of its stakeholders.

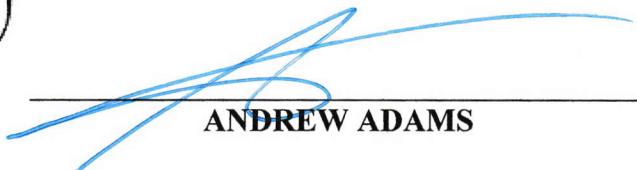
SWORN REMOTELY by Andrew Adams stated as being located in the Town of Halton Hills, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on June 14th, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



DAVID IM

Commissioner for Taking Affidavits
(or as may be)


}



ANDREW ADAMS

**David Jugyun Im,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires August 8, 2026.**

**THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT
OF ANDREW ADAMS SWORN BEFORE ME THIS
14th DAY OF JUNE, 2024.**

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a smaller, more fluid signature.

A Commissioner, etc.



**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985,
c. C-36, AS AMENDED**

Court File No.: CV-24-00713245-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE
INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN
INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL
ESTATE INC.**

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

Proceeding commenced at Toronto

**AFFIDAVIT OF ANDREW ADAMS
(Sworn June 14, 2024)**

CHAITONS LLP

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

Harvey Chaiton (LSO# 21592F)

Tel: (416) 218-1129

Email: harvey@chaitons.com

George Benchetrit (LSO# 34163H)

Tel: (416) 218-1141

Email: george@chaitons.com

Lender Representative Counsel

TAB 4

Court File No.: CV-24-00713245-00CL

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.

Applicants

**AFFIDAVIT OF PAUL SEARLE
(Sworn June 14, 2024)**

I, Paul Searle, of the City of Burlington in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am self-employed and have operated a roofing company for approximately 25 years, concurrently specializing in real estate for approximately 10 years.
2. I have personal knowledge of the matters to which I depose in this affidavit. Where I do not possess personal knowledge, I have stated the source of my information and, in all such cases, believe it to be true.
3. Michelina Searle, my mother, extended a loan to the Applicants in the principal amount of \$200,000, secured by a first-ranking mortgage over the property municipally known as 261 Kimberly Avenue, Timmins, Ontario (the "**Kimberly Property**"). I have legal power of attorney over my mother's financial affairs.

4. On or around May 27, 2024, I was made aware that the residential structure on the Kimberly Property was demolished on or around March 31, 2024. This information was not provided to me directly by the Applicants, their insurance company or the City of Timmins (the “City”). Attached and marked as **Exhibit “A”** is a copy of an email from the City to another secured lender dated April 24, 2024 indicating that the residential structure was demolished on or around March 31, 2024.

5. It is my understanding that a fire occurred at the Kimberly Property in November 2023 caused by squatters, followed by a subsequent second fire, also assumed to be caused by squatters, which caused the City to demolish the residential structure.

6. I was never informed about the occurrences of the two fires or the demolition of the Kimberly Property by the Applicants.

7. I have made inquiries with respect to available insurance coverage in respect of the Kimberly Property. My current understanding is that there may not be insurance in place to compensate for the demolition of the residential structure.

8. Throughout the CCAA proceeding, the Applicants have failed to provide any updates or information regarding the status or condition of the Kimberly Property.

9. Had I been informed of the potential demolition of the residential structure, I could have taken steps to mitigate our losses.

10. The lack of communication and transparency regarding the status of the Kimberly Property has eroded any confidence I may have had in the Applicants to manage the Kimberly Property for the benefit of its stakeholders.

SWORN REMOTELY by Paul Searle stated as being located in the City of Burlington, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on June 14th, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



DAVID IM

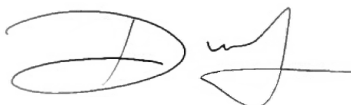
Commissioner for Taking Affidavits
(or as may be)

**David Jugyun Im,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires August 8, 2026.**



PAUL SEARLE

**THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT
OF PAUL SEARLE SWORN BEFORE ME THIS
14th DAY OF JUNE, 2024.**

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a smaller, more fluid signature.

A Commissioner, etc.

From: Dan Uszynski <dan.uszynski@outlook.com>
Sent: Wednesday, April 24, 2024 3:57 PM
To: Noah Goldstein <ngoldstein@ksvadvisory.com>; David Sieradzki <dsieradzki@ksvadvisory.com>; George Benchetrit <George@chaitons.com>
Cc: Corey Goss (coreygoss13@gmail.com) <coreygoss13@gmail.com>; john.alegrias@gmail.com;
Matt Tatomir (mtatomir@hotmail.com) <mtatomir@hotmail.com>; Sofia Neves Pino (s_pino@outlook.com) <s_pino@outlook.com>
Subject: FW: SID Management Problematic Properties

Folks

Attached is a response regarding the CCAA Timmins properties that are scheduled for demolition or have infractions. There are 3 scheduled for demolition of which 1 has been demolished.

David, you can contact Elizabeth directly for assistance regarding the CCAA process.

Please keep us informed of the actions that you will be taking.

Thank you

Dan

From: Elizabeth Charbonneau <Elizabeth.Charbonneau@timmins.ca>
Sent: Wednesday, April 24, 2024 11:09 AM
To: 'Dan Uszynski' <dan.uszynski@outlook.com>; Gregory Paquette <Gregory.Paquette@timmins.ca>
Cc: mayor <mayor@timmins.ca>; Natalie Moore <Natalie.Moore@timmins.ca>
Subject: SID Management Problematic Properties

Good morning Dan,

I received a response from our Bylaw Dept and they confirmed the following properties that are/were problematic:

261 Kimberly Ave	Demolition completed on or around March 31 2024.
269 Kimberly Ave	Currently boarded up and scheduled for demolition.
335 Spruce St S	Order to demolish the shed and property clean up.
336 Mountjoy St S	Order for pest control and repairs to the basement.
49 Belanger Ave	Order to repair plumbing and drywall.
104 Ruth St	Order for pest control (cockroaches) and repairs to plumbing and ceiling.

Regretfully, Bylaw is not able to confirm how many of the 176 properties are currently vacant.

Please let me know if there is anything else I can assist with. Thank you.

Respectfully,

Elizabeth Charbonneau
Chief Tax Collector
The Corporation of the City of Timmins
705-360-2600 ext 3131

www.timmins.ca



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From: Elizabeth Charbonneau
Sent: Monday, April 22, 2024 8:30 AM
To: 'Dan Uszynski' <dan.uszynski@outlook.com>; Gregory Paquette <Gregory.Paquette@timmins.ca>
Cc: mayor <mayor@timmins.ca>
Subject: RE: Vacant building spreadsheet

Good morning Dan,

It was our pleasure to meet with you and your colleagues! I am still waiting for a response from our Bylaw Enforcement Dept about the problematic properties and will get back to you as soon as I have the information.

Thank you and have a great day!

Respectfully,

Elizabeth Charbonneau
Chief Tax Collector
The Corporation of the City of Timmins
705-360-2600 ext 3131

www.timmins.ca



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From: Dan Uszynski <dan.uszynski@outlook.com>
Sent: Saturday, April 20, 2024 8:16 AM
To: Elizabeth Charbonneau <Elizabeth.Charbonneau@timmins.ca>; Gregory Paquette <Gregory.Paquette@timmins.ca>
Cc: mayor <mayor@timmins.ca>
Subject: RE: Vacant building spreadsheet

EXTERNAL E-MAIL WARNING - Avoid clicking links or opening attachments and content from external senders unless you are certain it is safe to do so. Exercise caution - If you are unsure, please contact ITD.

Elizabeth, Greg,

Thank you very much for meeting with us and Mayor Boileau. We truly value the time you dedicated to us, allowing us to convey the lenders' perspective on how the CCAA process has affected both lenders and hearing from you about the impact on the community. We are committed to doing what we can in expediting the CCAA process and resolving the situation promptly to aid the community's recovery and reintegrate homes into circulation for occupancy.

We eagerly await the list of homes that are problematic and scheduled for demolition so that we can coordinate with the monitor to take some action on the recovery of these homes. Rest assured that we will keep you updated on our progress.

Thank you once again for your assistance.

Regards
Dan Uszynski, P, Eng.

From: Elizabeth Charbonneau <Elizabeth.Charbonneau@timmins.ca>
Sent: Tuesday, April 16, 2024 3:21 PM
To: Gregory Paquette <Gregory.Paquette@timmins.ca>
Cc: 'dan.uszynski@outlook.com' <dan.uszynski@outlook.com>
Subject: FW: Vacant building spreadsheet

Sorry Greg,

I didn't see your email until after I sent my request to Bylaw. Please see the attachment and email below. Let me know if I've missed anything. Thanks.

Respectfully,

Elizabeth Charbonneau
Chief Tax Collector
The Corporation of the City of Timmins

705-360-2600 ext 3131

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From: Elizabeth Charbonneau
Sent: Tuesday, April 16, 2024 3:18 PM
To: Sherry Laneville <Sherry.Laneville@timmins.ca>
Subject: RE: Vacant building spreadsheet

Good afternoon Sherry,

I require your assistance regarding all the SID Management properties. Mayor Boileau, Greg Paquette and I met with 3 members of the secured creditors committee this afternoon regarding these properties. They are looking for solutions and options that will help all the respective lenders, as well as the municipality.

As such, for the time being, they would like a list of what we'll call "priority properties" being the ones that we have the most issues with at the moment.

This means, from the attached list:

- which ones are slated for demolition and when,**
- besides 261 Kimberly St, which ones have already been demolished (I can't remember if there were any others),**
- which ones are commonly visited by Bylaw/Police/Fire due to complaints,**
- which ones are currently vacant.**

Although we gave them no turn around time, we did tell them that we would make this a priority and get them the information as quickly as possible.

Thank you in advance for your assistance.

Respectfully,

Elizabeth Charbonneau
Chief Tax Collector
The Corporation of the City of Timmins
705-360-2600 ext 3131

www.timmins.ca



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From: Elizabeth Charbonneau
Sent: Thursday, April 11, 2024 1:48 PM
To: Sherry Laneville <Sherry.Laneville@timmins.ca>
Subject: RE: Vacant building spreadsheet

Hi Sherry,

Attached is the listing of properties owned by SID Management. They are not in roll # order for the most part. The list is separated under each company name but in roll # order in that respect. I hope this helps.

Respectfully,

Elizabeth Charbonneau
Chief Tax Collector
The Corporation of the City of Timmins
705-360-2600 ext 3131

www.timmins.ca



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From: Sherry Laneville <Sherry.Laneville@timmins.ca>
Sent: Thursday, April 11, 2024 12:47 PM
To: Elizabeth Charbonneau <Elizabeth.Charbonneau@timmins.ca>
Subject: Vacant building spreadsheet

Hello there,

Would you have the spreadsheet with the listing of properties owned by happy gilmor and others?

Sherry Laneville
[Pronouns:](#) She/Her/Hers
Supervisor of Enforcement Services
City of Timmins
Phone: (705) 360-2600 Ext 2449
Fax: (705) 360-267
www.timmins.ca



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**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985,
c. C-36, AS AMENDED**

Court File No.: CV-24-00713245-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE
INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN
INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL
ESTATE INC.**

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

Proceeding commenced at Toronto

**AFFIDAVIT OF PAUL SEARLE
(Sworn June 14, 2024)**

CHAITONS LLP

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

George Benchetrit (LSO# 34163H)

Tel: (416) 218-1141

Email: george@chaitons.com

Lender Representative Counsel

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.

Applicant

Court File No.: CV-00713245-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD

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**Court-Appointed Secured Lender Representative
Counsel**