

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

CHRISCWE HOLDINGS INC.

Plaintiff

- and -

**OASIS GLOBAL INC.,
JOHN MARK RIVERS also Known as MARK RIVERS,
and 2833713 ONTARIO INC.**

Defendants

SUPPLEMENTARY REPORT TO THE THIRD REPORT OF THE RECEIVER

February 27, 2024

Further to the Receiver's Third Report, dated February 2, 2024 ("**Third Report**"), which has been filed with the Court, the Receiver now reports as follows: (Terms used in this Report and not otherwise defined herein have the meaning ascribed to them in the Third Report.)

1. The Receiver attempted to gain the cooperation of Mark Rivers to develop a system whereby the Receiver and the Rivers Family would have access to the residential home located at 101 Rolph Rd, Baltimore, Ontario ("**Property**"). Mark Rivers failed to cooperate with the Receiver as required pursuant to the Receivership Order and in that regard the Receiver engaged the services of a Bailiff to change the locks. The Receiver further notes that a set of keys was provided to Mark Rivers.
2. As discussed in the Third Report, the Receiver has been advised that Mark Rivers and members of the Rivers Family do not reside on the Property. The Receiver understands that they have been residing in another home, since before the date of the Receivership Order, in the Durham Region of Ontario. As well, this has been confirmed in the Affidavit of Linda Rivers, dated February 22, 2024.

3. Accordingly, the Receiver intends on requesting that the Rivers Family vacate and remove their personal belongings from the residential home located on the Property. Given that the Rivers Family was aware of the Receiver's request for vacant possession on or around February 2, 2024, which has not been opposed to date, the Receiver is of the view that 48 hours, is sufficient time to physically vacate the residential home.

Appraisal of the Property

4. The Receiver was provided with an Appraisal from Blake, Matlock and Marshal Ltd. which is attached as **Confidential Appendix "A"**.

Bankruptcy of Oasis

5. On February 15, 2024, the Receiver caused Oasis to make an assignment in bankruptcy. As of the date of bankruptcy, included in the Company's debts were the following amounts:
 - (a) Payroll Source Deductions in the amount of \$266,745.57 – per the Trust Accounts Examination conducted by CRA, dated December 1, 2023 (**Appendix "B"**);
 - (b) HST in the amount of \$2,501,769.88 - per the Notice of Assessment issued by the CRA dated February 12, 2024 (**Appendix "B"**); and
 - (c) Import/export tax in the amount of \$425,434 – per discussion with a CRA representative on behalf of the Canada Border Services Agency.
6. Given the Company's lack of financial resources to satisfy its debts, the Receiver determined that its best course of action was to assign the Company into bankruptcy.
7. The Certificate of Appointment issued by the Office of the Superintendent of Bankruptcy is attached as **Appendix "C"**. The First Meeting of Creditors will occur on March 5, 2024, at 2:00 p.m. and will be held by way of video teleconference. The Notice of Bankruptcy sent to the Company's creditors is attached as **Appendix "D"**.

Other Administrative Activities

8. The Receiver engaged Rise Payroll to prepare T4 tax slips for all persons that were employed by Oasis, during the year 2023.

9. The Receiver has been communicating with the Company's former employees and compiling information for the purpose of calculating amounts to be claimed under the Wage Earners Protection Program Act.

Sale of the Property

10. The Receiver and Chriscwe Holdings Inc. ("**Purchaser**") are working to finalize an Agreement of Purchase and Sale ("**APS**") with respect to the Property. As of the date of this report, the APS is in draft form and is attached as **Appendix "E"**. The APS includes the following (Terms used herein and not otherwise defined herein have the meaning ascribed to them in the Updated APS):
 - (a) The aggregate purchase price for the Property shall be the sum of Three Million Two Hundred Thousand Dollars (\$3,200,000).
 - (b) Following the Execution Date of the APS, the Purchaser intends to apply to the First Mortgagee to assume the Existing First Mortgage. The Purchaser shall use its best efforts to provide all information and documentation required by the First Mortgagee and to take all necessary steps for the assumption of the mortgage.
 - (c) Schedule A of the APS defines the parcels to be transferred on closing: PIN 51126-0087, 51126-0089, 51126-0097, 51126-0104, and 51126-0105 ("**PIN 0105**").
11. With respect to the mortgages against the Property, the Receiver will be requesting a vesting order, vesting the Property to the Purchaser, free and clear of encumbrances, upon the completion of the APS.
12. Attached as **Appendix "F"** is a title search conducted on behalf of the Receiver, on the properties owned by Mark Rivers located at the Property. Attached as **Appendix "G"** is a property map that sets out each of the five pins that make up the Property.

The Fifth Mortgage on the Property

13. As discussed in the Third Report, Himelfarb Proszanski, LLP ("**HP**") hold a 5th mortgage on the Property in the amount of \$50,000. The Receiver understands that this mortgage was granted in connection with legal services rendered to Mark Rivers. The Receiver has been communicating with HP to get further clarification on this mortgage.

14. In addition to the 5th mortgage held by HP, there is a mortgage in the amount of \$7,750 in favour of John Wellington Staples and Marie Isabel Staples registered as Instrument Number ND22772 on November 24 ,2008. The Receiver is seeking information regarding this mortgage.

PIN 0105

15. The Receiver has learned that PIN 0105 is jointly owned by Mark Rivers and 1095835 Ontario Inc.
16. As well, the Receiver has learned that there are inconsistencies with respect to the mortgages registered against the Property. Specifically, charges against the Property reflected in the title search conducted on behalf of the Receiver (**Appendix "F"**), do not agree with charges reflected in the Parcel Register, attached as (**Appendix "H"**).
17. Accordingly, the Receiver will be taking steps to resolve these inconsistencies and to obtain the ability to convey PIN 0105 to the Purchaser in the APS.

1095835 Ontario Inc. ("109")

18. The Ontario Profile Report for 109 (**Appendix "I"**) lists Mark Rivers as the Director and Officer. Accordingly, pursuant to the provisions of the Receivership Order, the Receiver has requested to be provided with documents in connection with 109. This correspondence is attached as **Appendix "J"**. A response to the Receiver's request has not been received to date.
19. The Receiver intends to bring 109 into the vesting order proceedings to effect the sale of the Property, on behalf of Mark Rivers.

All of which is respectfully submitted this 27th day of February 2024.

CROWE SOBERMAN INC.

**IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF
OASIS GLOBAL INC., JOHN MARK RIVERS and 2833713 ONTARIO INC.**



Confidential

Appendix “A”

Appendix “B”



Canada Revenue
Agency

Agence du revenu
du Canada

5800 Hurontario St. Mississauga ON L5R4B4

Account number 83655 7439 RP0001
Date issued December 1, 2023

OASIS GLOBAL INC.
C/O CROWE SOBERMAN INC
1100 - 2 ST CLAIR AVE E
TORONTO ON M4T 2T5

Subject: Trust accounts examination documentation

We completed the examination of your books and records. Enclosed is your PD83-1, Payroll Examination Statement of Account.

If you have questions or need information about the attached documentation, please call me at **416-819-8403**.

Thank you,

Victoria Oskroba
Trust Accounts Examination
25 St. Clair Ave. E
Toronto
ON
M4T 0A7
416-819-8403



Payroll Examination Statement of Account

Taxpayer's Name OASIS GLOBAL INC.		Date 2023-11-30	
Taxpayer's Address 101 ROLPH ROAD, BALTIMORE, ON K0K 1C0		Collections Section Contact	
		Collections Section Telephone	
Account Number 836557439RP0001		Tax Services Office 1212 East-Central Ontario	
An examination of your payroll records performed on 2023-11-30		covering the period from 2022-01-01 to 2023-11-29	
discloses discrepancies in your remittances as follows:			
Details	<u>2023</u> \$	<u>2022</u> \$	<u> </u> \$
Total deductions and taxpayer's obligation	300,533.05	305,812.98	
Total credits (includes amounts remitted and assessed)	275,708.55	305,812.94	
Adjustments	0.00	0.00	
Difference	24,824.50	0.04	
Corrections re EI and/or CPP (See PD86 attached)	0.00	0.00	
Balance	24,824.50	0.04	
Failure to remit penalty	4,964.91	0.00	
Interest	118.00	0.00	
Late remitting penalty	0.00	0.00	
Failure to deduct penalty	0.00	0.00	
Late filing penalty	0.00	0.00	
Mandatory electronic filing penalty	0.00	0.00	
Total owing	29,907.41	0.00	
Total arrears disclosed during examination		29,907.41	
Previous arrears		236,838.16	
Adjustments (Previous arrears)		0.00	
Interest to date on previous arrears		0.00	
Sub total		266,745.57	
Less: Current payment		0.00	
Balance due		266,745.57	

A notice of assessment will follow shortly. However, the amount owing is due and payable immediately and you are therefore required to provide the examination officer with the appropriate payment. Failure to do so may result in legal proceedings either by way of garnishee or action in the Federal Court which could result in seizure and sale of your assets.

VICTORIA OSKROBA _____ 2023-11-30 Date	_____ Signature for receipt only of this statement
► For Assistant Director, Revenue Collections Division	



Summerside PE C1N 6A2

OASIS GLOBAL INC.
 C/O CROWE SOBERMAN INC
 1100 - 2 ST CLAIR AVE E
 TORONTO ON M4T 2T5

Date	February 12, 2024
Business Number	83655 7439 RT0001
Period Covered	2023-09-01 to 2023-11-30

0003101

**NOTICE OF (RE)ASSESSMENT
 GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

RESULTS

We did not receive the GST/HST returns we requested. As a result, we have estimated the tax you owe. Penalties apply to the amount we estimated. Interest accumulates daily on the overdue balance.

Result of this (Re)Assessment	\$	10,312.25
Prior Balance	\$	2,491,457.63
		=====
Total Balance	\$	2,501,769.88

This notice of assessment does not remove your obligation to file the overdue returns. To avoid more interest charges and possible legal action against you, you have to file your returns at once and pay all amounts owing. You must file a return for each reporting period even if you have nothing to report.

We are holding any refunds or credits you are entitled to, such as income tax refunds, until you file all your outstanding returns. This includes all returns required under other programs we administer.

Need to make a payment? Pre-authorized debit is now available for businesses. At your convenience, a pre-authorized debit agreement can be set up using the CRA's My Business Account service. For more information on payment options, go to canada.ca/payments.

Please keep this Notice of (Re)Assessment for your records.

For more information, phone or write to:

East Central Ontario TSO
 11 Station Street
 Belleville ON K8N 2S3
 Toll free number 1-800-959-5525 (Canada and United States)

Bob Hamilton
 Commissioner of Revenue





OASIS GLOBAL INC.

Date	February 12, 2024
Business Number	83655 7439 RT0001
Period Covered	2023-09-01 to 2023-11-30

**NOTICE OF (RE)ASSESSMENT
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

SUMMARY OF (RE)ASSESSMENT

RE: Unfiled GST/HST Return(s)

Reporting Period From: 2023/09/01 To: 2023/09/30

Reference Number: 24038000262370037

Net Tax	\$	4,554.94
Interest and Penalty		
Arrears Interest	\$	125.82
Failure to File Penalty	\$	79.70
		=====
Result of (Re)Assessment	\$	4,760.46

EXPLANATION

This notice of assessment does not remove your obligation to file the overdue return. You still have to file this return and pay all amounts owing.

We have calculated a penalty for failing to file your return on time.

We have charged you arrears interest because you did not pay the amount owing by the due date.



OASIS GLOBAL INC.

Date	February 12, 2024
Business Number	83655 7439 RT0001
Period Covered	2023-09-01 to 2023-11-30

0003102

**NOTICE OF (RE)ASSESSMENT
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

SUMMARY OF (RE)ASSESSMENT

RE: Unfiled GST/HST Return(s)

Reporting Period From: 2023/10/01 To: 2023/10/31

Reference Number: 24038000262370038

Net Tax	\$	2,080.42
Interest and Penalty		
Arrears Interest	\$	41.34
Failure to File Penalty	\$	31.20
		=====
Result of (Re)Assessment	\$	2,152.96

EXPLANATION

This notice of assessment does not remove your obligation to file the overdue return. You still have to file this return and pay all amounts owing.

We have calculated a penalty for failing to file your return on time.

We have charged you arrears interest because you did not pay the amount owing by the due date.





OASIS GLOBAL INC.

Date	February 12, 2024
Business Number	83655 7439 RT0001
Period Covered	2023-09-01 to 2023-11-30

**NOTICE OF (RE)ASSESSMENT
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

SUMMARY OF (RE)ASSESSMENT

RE: Unfiled GST/HST Return(s)

Reporting Period From: 2023/11/01 To: 2023/11/30

Reference Number: 24038000262370039

Net Tax	\$	3,317.68
Interest and Penalty		
Arrears Interest	\$	39.69
Failure to File Penalty	\$	41.46
		=====
Result of (Re)Assessment	\$	3,398.83

EXPLANATION

This notice of assessment does not remove your obligation to file the overdue return. You still have to file this return and pay all amounts owing.

We have calculated a penalty for failing to file your return on time.

We have charged you arrears interest because you did not pay the amount owing by the due date.

GENERAL INFORMATION

For more information on Notices of (Re)Assessment, and your objection and appeal rights, see Guide RC4022, General Information for GST/HST Registrants, or visit canada.ca/revenue-agency. To prevent unnecessary delays when you correspond with us, please provide your Business Number.



OASIS GLOBAL INC.

Date	February 12, 2024
Business Number	83655 7439 RT0001
Period Covered	2023-09-01 to 2023-11-30

0003103

**NOTICE OF (RE)ASSESSMENT
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

MORE INFORMATION

For each reporting period, you have to file a return. For more information on when and how to file and submit your returns, and the consequences of filing a return late, go to canada.ca/gst-hst-filing and select "File the return" or call 1-800-959-5525.

If you did not file your return and make your payment on time because of circumstances beyond your control, you can apply for relief of penalties and interest. For more information about relief from penalties or interest and how to submit your request, go to canada.ca/taxpayer-relief.

If you do not have to file electronically, you can mail your completed paper return(s) to the address below.

CANADA REVENUE AGENCY
TAX CENTRE
275 POPE ROAD SUITE 103
SUMMERSIDE PE C1N 6A2



Appendix “C”



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of: Ontario
Division No.: 10 - Peterborough
Court No.: 31-3043802
Estate No.: 31-3043802

In the Matter of the Bankruptcy of:

OASIS GLOBAL INC.

Debtor

CROWE SOBERMAN INC.

Licensed Insolvency Trustee

Ordinary Administration

Date and time of bankruptcy:	February 15, 2024, 12:17	Security:	\$0.00
Date of trustee appointment:	February 15, 2024		
Meeting of creditors:	March 05, 2024, 14:00 Conference 437-703-4645 ID: 126 030 918, Ontario Canada,		
Chair:	Trustee		

CERTIFICATE OF APPOINTMENT - Section 49 of the Act; Rule 85

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- the aforementioned debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: February 15, 2024, 12:25

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada

Appendix “D”



Crowe Soberman Inc.

Crowe Soberman Inc.
Licensed Insolvency Trustee

2 St. Clair Avenue East, Suite 1100
Toronto, ON M4T 2T5
416 929 2500
416 929 2555 Fax
1 877 929 2501 Toll Free
www.crowesobermaninc.com

District of: Ontario
Division No. 10 - Peterborough
Court No. 31-3043802
Estate No. 31-3043802

FORM 68
Notice of Bankruptcy, First Meeting of Creditors
(Subsection 102(1) of the Act)

Original Amended

In the Matter of the Bankruptcy of
OASIS GLOBAL INC.
of the Village of Baltimore, in the County of Northumberland
in the Province of Ontario

Take notice that:

1. OASIS GLOBAL INC. filed (or was deemed to have filed) an assignment (or a bankruptcy order was made against OASIS GLOBAL INC.) on the 15th day of February 2024 and the undersigned, Hans Rizarri, LIT, CIRP, was appointed as trustee of the estate of the bankrupt by the official receiver (or the Court); subject to affirmation by the creditors of the trustee's appointment or substitution of another trustee by the creditors.
2. The first meeting of creditors of the bankrupt will be held on the 5th day of March 2024 at 2:00 PM at via teleconference Tel#: 1-437-703-4645; Conference ID: 126 030 918#, Toronto, ON.
3. To be entitled to vote at the meeting, a creditor must file with the trustee, before the meeting, a proof of claim and, where necessary, a proxy.
4. Enclosed with this notice are a proof of claim form, proxy form and list of creditors with claims amounting to \$25 or more showing the amounts of their claims.
5. Creditors must prove their claims against the estate of the bankrupt to share in any distribution of the proceeds realized from the estate.

Dated at the City of Toronto in the Province of Ontario, this 20th day of February 2024.

Crowe Soberman Inc., LIT - Licensed Insolvency Trustee
Per:

Hans Rizarri, LIT, CIRP - Licensed Insolvency Trustee
2 St. Clair Ave East, Suite 1100
Toronto ON M4T 2T5
Phone: (416) 929-2500 Fax: (416) 929-2555

District of: Ontario
 Division No. 10 - Peterborough
 Court No. 31-459689
 Estate No. 31-459689

Original

Amended

-- Form 78 --

Statement of Affairs (Business Bankruptcy) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

In the Matter of the Bankruptcy of
 OASIS GLOBAL INC.
 of the Village of Baltimore, in the County of Northumberland
 in the Province of Ontario

To the bankrupt:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the bankruptcy, on the 14th day of February 2024. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	ASSETS (as stated and estimated by the officer)
1. Unsecured creditors as per list "A"	1. Inventory
9,623,814.33	2,250,000.00
Balance of secured claims as per list "B"	2. Trade fixtures, etc.
7,349,268.40	0.00
Total unsecured creditors	3. Accounts receivable and other receivables, as per list "E"
16,973,082.73	Good
2. Secured creditors as per list "B"	0.00
2,250,010.00	Doubtful
3. Preferred creditors as per list "C"	0.00
363,592.00	Bad
4. Contingent, trust claims or other liabilities as per list "D"	0.00
estimated to be reclaimable for	Estimated to produce
1.00	0.00
Total liabilities	4. Bills of exchange, promissory note, etc., as per list "F"
19,586,685.73	0.00
Surplus	5. Deposits in financial institutions
NIL	0.00
	6. Cash
	0.00
	7. Livestock.
	0.00
	8. Machinery, equipment and plant
	6.00
	9. Real property or immovable as per list "G"
	0.00
	10. Furniture
	0.00
	11. RRSPs, RRIFs, life insurance, etc.
	0.00
	12. Securities (shares, bonds, debentures, etc.)
	0.00
	13. Interests under wills
	0.00
	14. Vehicles
	4.00
	15. Other property, as per list "H"
	0.00
	If bankrupt is a corporation, add:
	Amount of subscribed capital
	0.00
	Amount paid on capital
	0.00
	Balance subscribed and unpaid.
	0.00
	Estimated to produce
	0.00
	Total assets
	2,250,010.00
	Deficiency
	17,336,675.73

I, Hans Rizarri, LIT, CIRP - Court Appointed Receiver, of the City of Toronto in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 14th day of February 2024 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED) remotely by Hans Rizarri, LIT, CIRP - Court Appointed Receiver stated as being located in the City of Toronto in the Province of Ontario before me at the City of Oakville in the Province of Ontario, on this 14th day of February 2024 in accordance with provincial Regulation on Administering Oath or Declaration Remotely.

Frances Doria

A. Frances Doria, Commissioner of Oaths
 For the Province of Ontario
 Crowe Soberman Inc., LIT
 Expires June 29, 2024

Hans Rizarri

Hans Rizarri, LIT, CIRP - Court Appointed
 Receiver

District of: Ontario
 Division No. 10 - Peterborough
 Court No. 31-459689
 Estate No. 31-459689

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 OASIS GLOBAL INC.
 of the Village of Baltimore, in the County of Northumberland
 in the Province of Ontario

List "A"
 Unsecured Creditors

OASIS GLOBAL INC.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	1080436 Ontario Limited	XXXX Toronto ON	20,340.00	0.00	20,340.00
2	2143983 Alberta Ltd dba Mid Star Logistics	9950 114 Ave SE Calgary AB T3S 0A6	28,700.00	0.00	28,700.00
3	Arhin, Diana	61 Eagle Trace Dr Brampton ON L6R 0M3	3,204.14	0.00	3,204.14
4	Arhin, Richmond	20-2184 Trafalgar Rd Oakville ON L6H 0N4	6,299.10	0.00	6,299.10
5	Avida 2015 Inc.	72 Six Point Rd ETOBICOKE ON M8Z 2X2	1,203.00	0.00	1,203.00
6	Avrutov, Bershak	XXX Toronto ON	0.00	0.00	0.00
7	B RileyFarber Attn: Barabara Cowper	1600-150 York St Toronto ON M5H 3S5	70,927.00	0.00	70,927.00
8	Bereli Freight Solutions	3716 61 Ave SE Calgary AB T2C 1Z4	10,720.00	0.00	10,720.00
9	Better Mechanical Heating & Air Conditioning	1039 Mount Pleasant Rd Cavan ON L0A 1C0	4,409.00	0.00	4,409.00
10	Brathwaite, Jeremy	35 5th Line Fraserville ON K0L 1V0	3,231.91	0.00	3,231.91
11	Brettel, Colleen	48 Community Centre Rd Baltimore ON K0K 1C0	2,853.31	0.00	2,853.31
12	Calibrated HR Consulting	200-123 Front St W Toronto ON M5J 2M2	15,456.53	0.00	15,456.53
13	Canadian Energy Toronto	160 Cochrane Dr Markham ON L3R 9S1	11,269.00	0.00	11,269.00
14	Carquest Auto Parts	3040 Ave Maricourt Quebec QC G1W 4W2	94.00	0.00	94.00
15	CDH Enterprises	XXX Toronto ON	17,250.00	0.00	17,250.00
16	ChefTV	XXX Toronto ON	5,523.00	0.00	5,523.00
17	Chriscwe Holdings Inc.	44 Sherwood Road East Ajax ON L1T 2Y9	0.00	0.00	0.00
18	Chriscwe Holdings Inc. Attn: Catherine Francis General Security Agreement	c/o Fogler Rubinoff LLP, B & S 3000-77 King Street West Toronto ON M5K 1G8	0.00	7,235,267.40	7,235,267.40
19	CMS Montera	1315 Bishop St N Cambridge ON N1R 6Z2	32,171.00	0.00	32,171.00
20	Corman Feiner LLP	1214-120 Adelaide St W Toronto ON M5H 1T1	17,182.00	0.00	17,182.00

14-Feb-2024

Date

Hans Rizarrí

Hans Rizarrí, LIT, CIRP - Court Appointed
Receiver

District of: Ontario
 Division No. 10 - Peterborough
 Court No. 31-459689
 Estate No. 31-459689

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 OASIS GLOBAL INC.
 of the Village of Baltimore, in the County of Northumberland
 in the Province of Ontario

List "A"
 Unsecured Creditors

OASIS GLOBAL INC.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
21	CRA - Tax - Ontario 836557439RM0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	425,434.00	0.00	425,434.00
22	CRA - Tax - Ontario 836557439RT0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	2,486,778.23	0.00	2,486,778.23
23	CRA - Tax - Ontario CEBA LOAN	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	60,000.00	0.00	60,000.00
24	DFK American	XXX Toronto ON	70,061.00	0.00	70,061.00
25	DHR Limited Partnership	830 rue Delage Longueuil QC J4G 2V4	70,061.00	0.00	70,061.00
26	Exactly Design	50 Camden Street Toronto ON M5V 3N1	1.00	0.00	1.00
27	Export Development Canada Attn: Christine Barnett 96161	150 Slater Street Ottawa ON K1A 1K3	1,800,000.00	0.00	1,800,000.00
28	FMSQ Race Series	CP 82052 Chemin-Gascon Terrebonne QC J6X 4B2	11,129.58	0.00	11,129.58
29	Fry, Garn	XXX Toronto ON	950.00	0.00	950.00
30	Gerald Finlay Construction Ltd Attn: Kim Behan	5611 County Rd 45 Baltimore ON K0K 1C0	4,280.76	0.00	4,280.76
31	GTR Industries	Units 203-1-1020 Lawrence Ave W Toronto ON M3J 2N1	8,134.00	0.00	8,134.00
32	HardCabs	2464 Wisconsin Avenue Downers Grove IL 60515 USA	410,947.50	0.00	410,947.50
33	Himelfarb Proszanski	1401 - 480 University Avenue Toronto ON M5G 1V2	166,940.93	0.00	166,940.93
34	Iron Baltic Ltd Attn: Aron Paalmann	Poldmae tee 1 Vatsla, Saue 76915, ESTONIA ON	180,794.00	0.00	180,794.00
35	Knotty Scooter Co	XXX Toronto ON	3,237.00	0.00	3,237.00
36	KRB Avocats/Lawyers	3400-240 Saint-Jaques St W Montreal QC H2Y 1L9	8,364.00	0.00	8,364.00
37	Kumar, Utkarsh	176 Glenashton Dr Oakville ON L6H 6H6	3,309.89	0.00	3,309.89
38	L1ife Outdoors	270 Hamilton Rd New Hamburg ON N3A 2K2	44,096.00	0.00	44,096.00

14-Feb-2024

Date



Hans Rizarrri, LIT, CIRP - Court Appointed
 Receiver

District of: Ontario
 Division No. 10 - Peterborough
 Court No. 31-459689
 Estate No. 31-459689

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 OASIS GLOBAL INC.
 of the Village of Baltimore, in the County of Northumberland
 in the Province of Ontario

List "A"
 Unsecured Creditors

OASIS GLOBAL INC.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
39	Laxton, Janice	4 Carruthers Dr Bowmanville ON L1C 3S2	2,739.59	0.00	2,739.59
40	Manatoulin Global Forwarding Attn: Pauline Evans OASGLOMIS	7035 Ordan Dr Mississauga ON L5T 1T1	11,419.00	0.00	11,419.00
41	Manatoulin Transport Attn: Barret Wright	PO Box 390-Hwy 540B GORE BAY ON P0P 1H0	16,892.00	0.00	16,892.00
42	McCrickerd, Tom	302 Cole Rd Havelock, ON K0L 1Z0	2,990.90	0.00	2,990.90
43	Mill Valley Properties	c/o 101 Rolph Rd RR2 Baltimore ON K0K 1C0	30,000.00	0.00	30,000.00
44	MNP LLP - HEAD OFFICE Attn: Glen Walker	2000, 330 5th Avenue SW Calgary AB T2P 0L4	35,919.00	0.00	35,919.00
45	Northumberland Proelectric	4741 County Rd 45 Bld 6 Cobourg ON K9A 4J9	5,141.00	0.00	5,141.00
46	Outfit International A/S	Greve Main 10-2670 Greve, Denmark ON	8,305.00	0.00	8,305.00
47	Patterson Sales and Service	921 Alison Blvd Fredericton NB E3C 0E5	8,305.00	0.00	8,305.00
48	Portage Transport Inc.	1450 Lorne Ave E Portage la Prairie MB R1N 4A2	55,086.00	0.00	55,086.00
49	Potvin, Sarah	13532 County Rd 24 Warkworth ON K0K 3K0	2,336.08	0.00	2,336.08
50	Produits Advantage Plus	102-2700 Bd de Entreprises Terrebonne QC J6X 4J8	103,113.00	0.00	103,113.00
51	Rammy Ltd	Tietajantie 3 70900 Toivala, FINLAND ON	99,536.00	0.00	99,536.00
52	Raxfin Inc.	177 Mill St Kapusksing ON P5N 3C7	0.00	0.00	0.00
53	Red Line Synthetic Oil	9804 W Primrose Lane Edwards IL 61528 USA	28,290.00	0.00	28,290.00
54	Rivers, Linda General Security Agreement	101 Rolph Road, R.R.2 Baltimore ON K0K 1C0	18,850.50	1.00	18,851.50
55	Rivers, Mark	101 Rolph Road Baltimore ON	30,000.37	0.00	30,000.37
56	RR Plett Trucking	19675 96 Ave Langley BC V1M 2X5	4,845.00	0.00	4,845.00
57	Santanda Consumer Inc.	200-4245 97 St W Edmonton AB T6E 5Y7	4,658.00	0.00	4,658.00
58	Savoie, Pierre	XXXX Toronto ON	12,639.00	0.00	12,639.00
59	SecurU Inc.	4028 Hwy 6 Puslinch ON N0B 2J0	17,927.00	0.00	17,927.00

14-Feb-2024

Date

Hans Rizarrri

Hans Rizarrri, LIT, CIRP - Court Appointed
Receiver

District of: Ontario
 Division No. 10 - Peterborough
 Court No. 31-459689
 Estate No. 31-459689

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 OASIS GLOBAL INC.
 of the Village of Baltimore, in the County of Northumberland
 in the Province of Ontario

List "A"
 Unsecured Creditors

OASIS GLOBAL INC.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
60	Segway Technology Co Ltd	395 Xiachengnan Rd., National High-tech Industry Development Zone Wujin Dist., Changzhu, Jiangsu, CHINA ON	2,600,578.00	0.00	2,600,578.00
61	Segway Technology Co., Ltd	395 Xiachengnan Rd, National High-tech Industry Development Zzone Wujin Dist., Changzhou, Jiangsu CHINA ON	6,195.00	0.00	6,195.00
62	Soaring Eagle Business Resources	XXXX Toronto ON	34,208.32	0.00	34,208.32
63	St Louis, Candace	4422 County Road 6 North Kawartha Lakes ON K0L 2H0	1,061.06	0.00	1,061.06
64	Team Perfect	XXXX Toronto ON	951.00	0.00	951.00
65	Telx Inc Attn: Olga Dmitrieva Hoosier Offroad-61408	402-1 Eva Rd Toronto ON M9C 4Z5	0.00	0.00	0.00
66	Telx Attn: Olga Dmitrieva Hoosier Offroad-61408	402-1 Eva Rd Toronto ON M9C 4Z5	1.00	0.00	1.00
67	The National Club	303 Bay St Toronto ON M5H 2R1	16,079.00	0.00	16,079.00
68	The Toronto-Dominion Bank C/O FCT Default Solutions	PO Box 2514, Station B London ON N6A 4G9	0.00	0.00	0.00
69	The Toronto-Dominion Bank General Security Agreement	20 Milverton Drive, 1st Floor Mississauga ON L5R 3G2	0.00	1.00	1.00
70	Titanium Logistics Inc Inv.1491224A, 1498688A, 1499823A	32 Simpson Road Bolton ON L7E 1G9	0.00	113,999.00	113,999.00
71	Trillium Customs Brokers Inc. Attn: Camilla LeFort-Polesel Cont# CMAU5124858	Att: Camilla LeFort-Polesel 2780 Skymark Ave., Unit 2 Mississauga ON L4W 5A7	11,479.00	0.00	11,479.00
72	Truro Motor Sports	16 Lower Truro Rd. Lower Truro NS B6L 1L9	1.00	0.00	1.00
73	Turf Care	200 Pony Dr Newmarket ON L3Y 7B6	26,160.00	0.00	26,160.00
74	Turnkey Web Solutions.com Inc Segwa	2-4338 Innes Rd Ottawa ON K4A 3W3	27,443.00	0.00	27,443.00
75	ULINE Canada	3333 James Snow Pky N Milton ON L9T 8L1	3,798.00	0.00	3,798.00
76	Varga, Thomas	601-1900 Lakeshore Blvd West Toronto ON M6S 1A4	4,577.63	0.00	4,577.63
77	Vipair Inc.	25 Ave Cote Saint-Ephrem-de-Beauce QC G0M 1R0	28,938.00	0.00	28,938.00
78	Viral Brand LLC	205-17713 15th Ave NE Shoreline WA 98155 USA	15,447.00	0.00	15,447.00

14-Feb-2024

Date

*Hans Rizarrri*Hans Rizarrri, LIT, CIRP - Court Appointed
Receiver

District of: Ontario
 Division No. 10 - Peterborough
 Court No. 31-459689
 Estate No. 31-459689

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 OASIS GLOBAL INC.
 of the Village of Baltimore, in the County of Northumberland
 in the Province of Ontario

List "A"
 Unsecured Creditors

OASIS GLOBAL INC.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
79	Vitess Express INC	1111 46E Avenue Lachine QC H8T 3C5	904.00	0.00	904.00
80	VoiceOyster (Mandarin Interpretation Services) Attn: Pency	2201-250 Yonge St Toronto ON M5B 2L8	22,753.18	0.00	22,753.18
81	Voodoo Airbrushing	910 Dillingham Rd Pickering ON L1W 1Z6	17,433.00	0.00	17,433.00
82	Walderman, Alex Invoices 12, 13, 14, 15	70 Marchmount Road Toronto ON M6G 2A9	25,000.00	0.00	25,000.00
83	West Land Insurance	333 Bay St. Suite 740 Toronto ON M5H 2R2	496.00	0.00	496.00
84	White, Shaun	739 Hiawatha Line Keene ON K9J 6X8	3,528.82	0.00	3,528.82
85	Wickins, George	2 Crowe Rd Quinte West ON K0K 2C0	22,500.00	0.00	22,500.00
86	Workplace Safety and Insurance Board Attn: Eric Kupka	200 Front St W, 22nd Floor Toronto ON M5V 3J1	8,860.00	0.00	8,860.00
87	Xactly Design & Advertising	204-311 Richmond Rd Ottawa ON K1Z 6X3	91,078.00	0.00	91,078.00
88	Zeifman	201 Bridgeland Ave North York ON M6A 1Y7	150,000.00	0.00	150,000.00
Total:			9,623,814.33	7,349,268.40	16,973,082.73

14-Feb-2024

Date



Hans Rizarri, LIT, CIRP - Court Appointed
 Receiver

District of: Ontario
 Division No. 10 - Peterborough
 Court No. 31-459689
 Estate No. 31-459689

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 OASIS GLOBAL INC.
 of the Village of Baltimore, in the County of Northumberland
 in the Province of Ontario
 List "B"
 Secured Creditors

OASIS GLOBAL INC.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	Advant Leasing Limited 2021 Skyjack; SJ519TH 19' TLHNR	803-5500 North Service Road Burlington ON L7L 6W6	1.00	Business Assets - Machinery - 2021 Skyjack; SJ519TH 19' TLHNR	04-Nov-2021	1.00		
2	Chriswe Holdings Inc. Attn: Catherine Francis General Security Agreement	c/o Fogler Rubinoff LLP, B & S 3000-77 King Street West Toronto ON M5K 1G8	9,485,267.40	Business Assets - Stock In Trade - Machinery & Equipment	13-Feb-2019	2,250,000.00		7,235,267.40
3	CNH Capital Canada Ltd. Attn: Kelly Nicholas 2022 New Holland C345 & Other	301 - 4475 North Service Road Burlington ON L7L 4X7	1.00	Business Assets - Machinery - 2022 New Holland C345 & Other V4921, 15520322, Winch, HLA, HLA4200, 22LA03408 Pallet Forks	28-Oct-2022	1.00		
4	Irish Holdings Inc. Case II Puma Tractor Loader	14 William Andrew AVenue Stouffville ON L4A 3S4	1.00	Business Assets - Machinery - Case II Puma Tractor Loader 1020-15-154-003198	18-Jan-2019	1.00		
5	Laurin, Andre Inventory & Equipment	8000 Jane Street, Suite B-102 Vaughan ON L4K 5B8	1.00	Business Assets - Machinery - Gold Rush 26 Inch Utility Trailer, Combined 1320 Tractor & Yanmar Excavator	18-Jan-2019	1.00		
6	Meridian Onecap Credit Corporation (formerly Roynat Lease Finance - Toronto) 2007 Hyundai R110-7 Excavator	PO Box 30597 RPO Madison Burnaby BC V5C 6J5	1.00	Business Assets - Machinery - 2007 Hyundai R110-7 VIN N30110129; Excavator with all parts & attachments	18-Jul-2022	1.00		
7	RBC Royal Bank / Banque Royale Attn: c/o BankruptcyHighway.com 2021 Ram 1500 Classic	PO Box 57100 Etobicoke ON M8Y 3Y2	1.00	Motor Vehicles - Automobile - 2021 - Dodge - Ram 1500 Classic - 1C6RR7FT9MS579630	27-Aug-2021	1.00		
8	Rivers, Linda General Security Agreement	101 Rolph Road, R.R.2 Baltimore ON K0K 1C0	1.00	Business Assets - Stock In Trade - Machinery & Equipment	10-May-2023	0.00		1.00
9	Scotiabank c/o BankruptcyHighway.com 2002 Ram 3500	PO Box 57100 Etobicoke ON M8Y 3Y2	1.00	Motor Vehicles - Automobile - 2022 - Dodge - Ram 3500 - 3C63RRRLXNG260744	16-May-2022	1.00		
10	Scotiabank c/o BankruptcyHighway.com 2022 Ram 3500	PO Box 57100 Etobicoke ON M8Y 3Y2	1.00	Motor Vehicles - Automobile - 2022 - Dodge - Ram 3500 - 3C63RRRLXNG260744	02-Dec-2021	1.00		
11	The Toronto-Dominion Bank General Security Agreement	20 Milverton Drive, 1st Floor Mississauga ON L5R 3G2	1.00	Business Assets - Stock In Trade - Machinery & Equipment	05-Aug-2022	0.00		1.00

14-Feb-2024

Date

*Hans Rizarri*Hans Rizarri, LIT, CIRP - Court Appointed
Receiver

District of: Ontario
 Division No. 10 - Peterborough
 Court No. 31-459689
 Estate No. 31-459689

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 OASIS GLOBAL INC.
 of the Village of Baltimore, in the County of Northumberland
 in the Province of Ontario
 List "B"
 Secured Creditors

OASIS GLOBAL INC.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
12	Titanium Logistics Inc Inv. 1491224A, 1498688A, 1499823A	32 Simpson Road Bolton ON L7E 1G9	114,000.00	Business Assets - Machinery - Inv 1491224A; 149688A; 1499823A; 1499871A; 15133302A	17-Oct-2022	1.00		113,999.00
13	Tricor Lease & Finance Corp. Attn: Roy Watters 2022 Ram 3500	PO Box 397 Burlington ON L7R 3Y3	1.00	Motor Vehicles - Automobile - 2022 - Dodge - Ram 3500 - 3c6R3HJ7NG243980	06-Apr-2022	1.00		
Total:			9,599,278.40			2,250,010.00	0.00	7,349,268.40

14-Feb-2024

Date

Hans Rizarri

Hans Rizarri, LIT, CIRP - Court Appointed
Receiver

District of: Ontario
 Division No. 10 - Peterborough
 Court No. 31-459689
 Estate No. 31-459689

FORM 78 -- Continued

In the Matter of the Bankruptcy of
 OASIS GLOBAL INC.
 of the Village of Baltimore, in the County of Northumberland
 in the Province of Ontario
 List "C"
 Preferred Creditors for Wages, Rent, etc.

OASIS GLOBAL INC.

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
1	Bertrand, Brittany	XXX Toronto ON		-	1.00	0.00	1.00
2	Brettel, Colleen	48 Community Centre Rd Baltimore ON K0K 1C0		-	1.00	0.00	1.00
3	CRA - Tax - Ontario 836557439RC0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	Deemed Trust Claim	-	359,587.00	239,000.00	120,587.00
4	Holweg, Steve	150 Walton Street Port Hope ON L1A 1N6		-	1.00	0.00	1.00
5	Lang, Harvey	376 Burnet Dr Cobourg ON K9A 1B1		-	1.00	0.00	1.00
6	Potvin, Sarah	13532 County Rd 24 Warkworth ON K0K 3K0		-	1.00	0.00	1.00
7	St Louis, Candace	4422 County Road 6 North Kawartha Lakes ON K0L 2H0		-	2,000.00	0.00	2,000.00
8	White, Shaun	739 Hiawatha Line Keene ON K9J 6X8		-	2,000.00	0.00	2,000.00
Total:					363,592.00	239,000.00	124,592.00

14-Feb-2024

Date

Hans Rizarri

Hans Rizarri, LIT, CIRP - Court Appointed
Receiver

District of: Ontario
 Division No. 10 - Peterborough
 Court No. 31-459689
 Estate No. 31-459689

FORM 78 -- Continued

In the Matter of the Bankruptcy of
OASIS GLOBAL INC.
 of the Village of Baltimore, in the County of Northumberland
 in the Province of Ontario
 List "D"
 Contingent or Other Liabilities

OASIS GLOBAL INC.

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
1	Shunock Dentistry Professional Corporation Attn: Stephen Schwartz CV-22-00677140-0000	c/o Stephen Schwartz, Chaitons LLP 5000 Yonge Street, 10th Floor Toronto ON M2N 7E9	1.00	0.00		
Total:			1.00	0.00		

14-Feb-2024

Date

Hans Rizarrì

Hans Rizarrì, LIT, CIRP - Court Appointed Receiver

District of: Ontario
 Division No. 10 - Peterborough
 Court No. 31-459689
 Estate No. 31-459689

FORM 78 -- Continued

In the Matter of the Bankruptcy of
OASIS GLOBAL INC.
 of the Village of Baltimore, in the County of Northumberland
 in the Province of Ontario
 List "E"
 Debts Due to the Bankrupt
 OASIS GLOBAL INC.

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
			Total:	0.00 0.00 0.00			0.00	

14-Feb-2024

Date

Hans Rizarri

Hans Rizarri, LIT, CIRP - Court Appointed Receiver

District of: Ontario
Division No. 10 - Peterborough
Court No. 31-459689
Estate No. 31-459689

FORM 78 -- Continued

In the Matter of the Bankruptcy of
OASIS GLOBAL INC.
of the Village of Baltimore, in the County of Northumberland
in the Province of Ontario
List "F"

Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

OASIS GLOBAL INC.

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

14-Feb-2024

Date

Hans Rizarri

Hans Rizarri, LIT, CIRP - Court Appointed
Receiver

District of: Ontario
Division No. 10 - Peterborough
Court No. 31-459689
Estate No. 31-459689

FORM 78 -- Continued

In the Matter of the Bankruptcy of
OASIS GLOBAL INC.
of the Village of Baltimore, in the County of Northumberland
in the Province of Ontario

List "G"
Real Property or Immovables Owned by Bankrupt

OASIS GLOBAL INC.

Description of property	Nature of bankrupt interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Total:			0.00		0.00

14-Feb-2024

Date

Hans Rizarrì

Hans Rizarrì, LIT, CIRP - Court Appointed Receiver

District of: Ontario
 Division No. 10 - Peterborough
 Court No. 31-459689
 Estate No. 31-459689

FORM 78 -- Concluded

In the Matter of the Bankruptcy of
 OASIS GLOBAL INC.
 of the Village of Baltimore, in the County of Northumberland
 in the Province of Ontario
 List "H"
 Property

OASIS GLOBAL INC.
 FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade	Possession of bankrupt	Machinery & Equipment	0.00	2,250,000.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant		2022 New Holland C345 & Other V4921, 15520322, Winch, HLA, HLA4200, 22LA03408 Pallet Forks 2021 Skyjack; SJ519TH 19' TLHNR Inv 1491224A; 149688A; 1499823A;1499871A; 15133302A 2007 Hyundai R110-7 VIN N30110129; Excavator with all parts & attachments Gold Rush 26 Inch Utility Trailer, Combined 1320 Tractor & Yanmar Excavator Case II Puma Tractor Loader 1020-15-154-003198	0.00 0.00 0.00 0.00 0.00 0.00 0.00	1.00 1.00 1.00 1.00 1.00 1.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles		Automobile - 2022 - Dodge - Ram 3500 - 3C63RRRLXNG260744 Automobile - 2022 - Dodge - Ram 3500 - 3c6R3HJ7NG243980 Automobile - 2022 - Dodge - Ram 3500 - 3C63RRH L6NG11237 Automobile - 2021 - Dodge - Ram 1500 Classic - 1C6RR7FT9MS579630	0.00 0.00 0.00 0.00	1.00 1.00 1.00 1.00
(l) Taxes			0.00	0.00
(m) Other			0.00	0.00
Total:				2,250,010.00

14-Feb-2024

Date



Hans Rizarri, LIT, CIRP - Court Appointed
 Receiver

Court No. 31-459689

File No. 31-459689

In the Matter of the Bankruptcy of
OASIS GLOBAL INC.
of the Village of Baltimore, in the County of
Northumberland
in the Province of Ontario

Form 78 (Bill C-12)
Statement of affairs (Business bankruptcy)

Trustee: Hans Rizarri, LIT, CIRP
License: 2680
Email: Hans.Rizarri@CroweSoberman.com

Crowe Soberman Inc., LIT - Licensed Insolvency
Trustee

2 St. Clair Ave East, Suite 1100
Toronto ON M4T 2T5
Phone: (416) 929-2500 Fax: (416) 929-2555

Creditor Mailing List

In the Matter of the Bankruptcy of
OASIS GLOBAL INC.
of the Village of Baltimore, in the County of Northumberland
in the Province of Ontario

Creditor Type	Name	Attention	Address
Contingent	Shunock Dentistry Professional Corporation	Stephen Schwartz	CV-22-00677140-0000 c/o Stephen Schwartz, Chaitons LLP 5000 Yonge Street, 10th Floor Toronto ON M2N 7E9 stephen@chaitons.com
Preferred	Bertrand, Brittany		XXX Toronto ON bbertrand@hoosier-offroad.com
	Brettel, Colleen		48 Community Centre Rd Baltimore ON K0K 1C0 colleen.brettel@gmail.com
	CRA - Tax - Ontario		836557439RC0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (833) 697-2390
	Holweg, Steve		150 Walton Street Port Hope ON L1A 1N6 sholweg@hoosier-offroad.com
	Lang, Harvey		376 Burnet Dr Cobourg ON K9A 1B1 harveyrlang@hotmail.com
	Potvin, Sarah		13532 County Rd 24 Warkworth ON K0K 3K0 spotvin@hoosier-offroad.com
	St Louis, Candace		4422 County Road 6 North Kawartha Lakes ON K0L 2H0 CStlouis@hoosier-offroad.com
	White, Shaun		739 Hiawatha Line Keene ON K9J 6X8 swhite@hoosier-offroad.com
Secured	Advant Leasing Limited		2021 Skyjack; SJ519TH 19' TLHNRD 803-5500 North Service Road Burlington ON L7L 6W6 Fax: (905) 335-3302 sales@advantleasing.com
	Chriswe Holdings Inc.	Catherine Francis	General Security Agreement c/o Fogler Rubinoff LLP, B & S 3000-77 King Street West Toronto ON M5K 1G8 cfrancis@foglers.com
	CNH Capital Canada Ltd.	Kelly Nicholas	2022 New Holland C345 & Other 301 - 4475 North Service Road Burlington ON L7L 4X7 Fax: (905) 632-6868 cscanada@cnhind.com
	Irish Holdings Inc.		Case II Puma Tractor Loader 14 William Andrew Avenue Stouffville ON L4A 3S4
	Laurin, Andre		Inventory & Equipment 8000 Jane Street, Suite B-102 Vaughan ON L4K 5B8

Creditor Mailing List

In the Matter of the Bankruptcy of
OASIS GLOBAL INC.
of the Village of Baltimore, in the County of Northumberland
in the Province of Ontario

Creditor Type	Name	Attention	Address
Secured	Meridian Onecap Credit Corporation (formerly Roynat Lease Finance - Toronto)		2007 Hyundai R110-7 Excavator PO Box 30597 RPO Madison Burnaby BC V5C 6J5 collections@meridianonecap.ca
	RBC Royal Bank / Banque Royale	c/o BankruptcyHighway.com	2021 Ram 1500 Classic PO Box 57100 Etobicoke ON M8Y 3Y2 Fax: (416) 253-3610 bankruptcydocuments@asset.net
	Rivers, Linda		General Security Agreement 101 Rolph Road, R.R.2 Baltimore ON K0K 1C0
	Scotiabank c/o BankruptcyHighway.com		2002 Ram 3500 PO Box 57100 Etobicoke ON M8Y 3Y2 Fax: (416) 253-3610 bankruptcydocuments@asset.net
	Scotiabank c/o BankruptcyHighway.com		2022 Ram 3500 PO Box 57100 Etobicoke ON M8Y 3Y2 Fax: (416) 253-3610 bankruptcydocuments@asset.net
	The Toronto-Dominion Bank		General Security Agreement 20 Milverton Drive, 1st Floor Mississauga ON L5R 3G2
	Titanium Logistics Inc		Inv.1491224A, 1498688A, 1499823A 32 Simpson Road Bolton ON L7E 1G9
	Tricor Lease & Finance Corp.	Roy Watters	2022 Ram 3500 PO Box 397 Burlington ON L7R 3Y3 Fax: (800) 720-4953 Bankruptcycollections@acct-admin.com
Unsecured	1080436 Ontario Limited		XXXX Toronto ON
	2143983 Alberta Ltd dba Mid Star Logistics		9950 114 Ave SE Calgary AB T3S 0A6 Fax: (844) 734-6400 sales@midstarlogi.com
	Arhin, Diana		61 Eagle Trace Dr Brampton ON L6R 0M3
	Arhin, Richmond		20-2184 Trafalgar Rd Oakville ON L6H 0N4
	Avida 2015 Inc.		72 Six Point Rd ETOBICOKE ON M8Z 2X2
	Avrutov, Bershak		XXX Toronto ON
	B RileyFarber	Barabara Cowper	1600-150 York St Toronto ON M5H 3S5 bcowper@brileyfin.com

Creditor Mailing List

In the Matter of the Bankruptcy of
OASIS GLOBAL INC.
of the Village of Baltimore, in the County of Northumberland
in the Province of Ontario

Creditor Type	Name	Attention	Address
Unsecured	Bereli Freight Solutions		3716 61 Ave SE Calgary AB T2C 1Z4 Fax: (403) 239-7036 admin@berelifreight.com
	Better Mechanical Heating & Air Conditioning		1039 Mount Pleasant Rd Cavan ON L0A 1C0 bettercallbetter@gmail.com
	Brathwaite, Jeremy		35 5th Line Fraserville ON K0L 1V0 JBFirefly69@hotmail.com
	Brettel, Colleen		48 Community Centre Rd Baltimore ON K0K 1C0
	Calibrated HR Consulting		200-123 Front St W Toronto ON M5J 2M2
	Canadian Energy Toronto		160 Cochrane Dr Markham ON L3R 9S1 toronto@cdnrg.com
	Carquest Auto Parts		3040 Ave Maricourt Quebec QC G1W 4W2
	CDH Enterprises		XXX Toronto ON gfreda@hoosier-offroad.com
	ChefTV		XXX Toronto ON
	Chriswe Holdings Inc.	Catherine Francis	General Security Agreement c/o Fogler Rubinoff LLP, B & S 3000-77 King Street West Toronto ON M5K 1G8 cfrancis@foglers.com
	Chriswe Holdings Inc.		44 Sherwood Road East Ajax ON L1T 2Y9
	CMS Montera		1315 Bishop St N Cambridge ON N1R 6Z2 info@cmsmontera.com
	Corman Feiner LLP		1214-120 Adelaide St W Toronto ON M5H 1T1 info@cormanfeiner.com
	CRA - Tax - Ontario		836557439RT0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (833) 697-2390
	CRA - Tax - Ontario		CEBA LOAN Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (833) 697-2390

Creditor Mailing List

In the Matter of the Bankruptcy of
OASIS GLOBAL INC.
of the Village of Baltimore, in the County of Northumberland
in the Province of Ontario

Creditor Type	Name	Attention	Address
Unsecured	CRA - Tax - Ontario		836557439RM0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (833) 697-2390
	DFK American		XXX Toronto ON
	DHR Limited Partnership		830 rue Delage Longueuil QC J4G 2V4
	Exactly Design		50 Camden Street Toronto ON M5V 3N1 denis@exactlydesign.com
	Export Development Canada	Attention: Christine Barnett	96161 150 Slater Street Ottawa ON K1A 1K3 Legal-Courier@edc.ca
	FMSQ Race Series		CP 82052 Chemin-Gascon Terrebonne QC J6X 4B2 info@fmsq.net
	Fry, Garn		XXX Toronto ON garnfry@outlook.com
	Gerald Finlay Construction Ltd	Kim Behan	5611 County Rd 45 Baltimore ON K0K 1C0 Fax: (905) 372-6522 kim@finlayconstruction.ca
	GTR Industries		Units 203-1-1020 Lawrence Ave W Toronto ON M3J 2N1
	HardCabs		2464 Wisconsin Avenue Downers Grove IL 60515 USA m.kelly@hardcabs.com
	Himelfarb Proszanski		1401 - 480 University Avenue Toronto ON M5G 1V2 Fax: (416) 599-3131
	Iron Baltic Ltd	Aron Paalmann	Poldmae tee 1 Vatsla, Saue 76915, ESTONIA ON aron.paalmann@ironbaltic.com
	Knotty Scooter Co		XXX Toronto ON info@knottyscooters.ca
	KRB Avocats/Lawyers		3400-240 Saint-Jaques St W Montreal QC H2Y 1L9 info@krblaw.ca
	Kumar, Utkarsh		176 Glenashton Dr Oakville ON L6H 6H6 ukumar@hoosier-offroad.com
	L life Outdoors		270 Hamilton Rd New Hamburg ON N3A 2K2

Creditor Mailing List

In the Matter of the Bankruptcy of
OASIS GLOBAL INC.
of the Village of Baltimore, in the County of Northumberland
in the Province of Ontario

Creditor Type	Name	Attention	Address
Unsecured	Laxton, Janice		4 Carruthers Dr Bowmanville ON L1C 3S2 jlaxton@hoosier-offroad.com
	Manatoulin Global Forwarding	Pauline Evans	OASGLOMIS 7035 Ordan Dr Mississauga ON L5T 1T1 pevans@mgfgroup.com
	Manatoulin Transport	Barret Wright	PO Box 390-Hwy 540B GORE BAY ON P0P 1H0 Fax: (705) 282-2269 bawright@manatoulintransport.com
	McCrickerd, Tom		302 Cole Rd Havelock, ON K0L 1Z0 tmccrickerd@hoosier-offroad.com
	Mill Valley Properties		c/o 101 Rolph Rd RR2 Baltimore ON K0K 1C0 lrivers@hoosier-offroad.com
	MNP LLP - HEAD OFFICE	Glen Walker	2000, 330 5th Avenue SW Calgary AB T2P 0L4 Fax: (403) 539-6250 glen.walker@mnp.ca
	Northumberland Proelectric		4741 County Rd 45 Bld 6 Cobourg ON K9A 4J9 amyproelectric@gmail.ca
	Outfit International A/S		Greve Main 10-2670 Greve, Denmark ON info@outfitinternational.com
	Patterson Sales and Service		921 Alison Blvd Fredericton NB E3C 0E5
	Portage Transport Inc.		1450 Lorne Ave E Portage la Prairie MB R1N 4A2 Fax: (204) 857-9104 ar@portagetransport.com
	Potvin, Sarah		13532 County Rd 24 Warkworth ON K0K 3K0
	Produits Advantage Plus		102-2700 Bd de Entreprises Terrebonne QC J6X 4J8 info@guaranteeadvantageplus.ca
	Rammy Ltd		Tietajantie 3 70900 Toivala, FINLAND ON
	Raxfin Inc.		177 Mill St Kapusking ON P5N 3C7
	Red Line Synthetic Oil		9804 W Primrose Lane Edwards IL 61528 USA
	Rivers, Linda		General Security Agreement 101 Rolph Road, R.R.2 Baltimore ON K0K 1C0
	Rivers, Mark		101 Rolph Road Baltimore ON mrivers@hoosier-offroa.com

Creditor Mailing List

In the Matter of the Bankruptcy of
OASIS GLOBAL INC.
of the Village of Baltimore, in the County of Northumberland
in the Province of Ontario

Creditor Type	Name	Attention	Address
Unsecured	RR Plett Trucking		19675 96 Ave Langley BC V1M 2X5 info@rrplett.ca
	Santanda Consumer Inc.		200-4245 97 St W Edmonton AB T6E 5Y7 Fax: (888) 486-7456 info@santanderconsumer.ca
	Savoie, Pierre		XXXX Toronto ON psavoie@hoosier-offroad.com
	SecurU Inc.		4028 Hwy 6 Puslinch ON N0B 2J0
	Segway Technology Co Ltd		395 Xiachengnan Rd., National High-tech Industry Development Zone Wujin Dist., Changzhu, Jiangsu, CHINA ON linfo@powersports.segway.com
	Segway Technology Co., Ltd		395 Xiachengnan Rd, National High-tech Industry Development Zzone Wujin Dist., Changzhou, Jiangsu CHINA ON info@powersports.segway.com
	Shunock Dentistry Professional Corporation	Stephen Schwartz	CV-22-00677140-0000 c/o Stephen Schwartz, Chaitons LLP 5000 Yonge Street, 10th Floor Toronto ON M2N 7E9 stephen@chaitons.com
	Soaring Eagle Business Resources		XXXX Torono ON
	St Louis, Candace		4422 County Road 6 North Kawartha Lakes ON K0L 2H0 CStlouis@hoosier-offroad.com
	Team Perfect		XXXX Torono ON sales@teamperfect.ca
	Telx	Olga Dmitrieva	Hoosier Offroad-61408 402-1 Eva Rd Toronto ON M9C 4Z5 olgad@telx-inc.com
	Telx Inc	Olga Dmitrieva	Hoosier Offroad-61408 402-1 Eva Rd Toronto ON M9C 4Z5 olgad@telx-inc.com
	The National Club		303 Bay St Toronto ON M5H 2R1 info@thenationalclub.com
	The Toronto-Dominion Bank		General Security Agreement 20 Milverton Drive, 1st Floor Mississauga ON L5R 3G2
	The Toronto-Dominion Bank C/O FCT Default Solutions		PO Box 2514, Station B London ON N6A 4G9 Fax: (647) 439-1419 dsinsolvency@collectlink.com

Creditor Mailing List

In the Matter of the Bankruptcy of
OASIS GLOBAL INC.
of the Village of Baltimore, in the County of Northumberland
in the Province of Ontario

Creditor Type	Name	Attention	Address
Unsecured	Titanium Logistics Inc		Inv.1491224A, 1498688A, 1499823A 32 Simpson Road Bolton ON L7E 1G9
	Trillium Customs Brokers Inc.	Camilla LeFort-Polesel	Cont# CMAU5124858 Att: Camilla LeFort-Polesel 2780 Skymark Ave., Unit 2 Mississauga ON L4W 5A7 Fax: (905) 629-3237 clp@trilliumcustomsbrokers.com
	Truro Motor Sports		16 Lower Truro Rd. Lower Truro NS B6L 1L9 Fax: (902) 843-3391 rmcleod@truromotorsports.ca
	Turf Care		200 Pony Dr Newmarket ON L3Y 7B6 inquiries@turfcare.ca
	Turnkey Web Solutions.com Inc		Segwa 2-4338 Innes Rd Ottawa ON K4A 3W3 accounting@turnkeywebsolutions.com
	ULINE Canada		3333 James Snow Pky N Milton ON L9T 8L1 Fax: (800) 295-5571 customer.service@uline.ca
	Varga, Thomas		601-1900 Lakeshore Blvd West Toronto ON M6S 1A4 tvarga@hoosier-offroad.com
	Vipair Inc.		25 Ave Cote Saint-Ephrem-de-Beauce QC G0M 1R0
	Viral Brand LLC		205-17713 15th Ave NE Shoreline WA 98155 USA
	Vitess Express INC		1111 46E Avenue Lachine QC H8T 3C5 Fax: (514) 631-7774 info@vitessetransport.com
	VoiceOyster (Mandarin Interpretation Services)	Pency	2201-250 Yonge St Toronto ON M5B 2L8 pency@voiceoyster.com
	Voodoo Airbrushing		910 Dillingham Rd Pickering ON L1W 1Z6
	Walderman, Alex		Invoices 12, 13, 14, 15 70 Marchmount Road Toronto ON M6G 2A9
	West Land Insurance		333 Bay St. Suite 740 Torono ON M5H 2R2 acormier@westlandinsurance.ca
	White, Shaun		739 Hiawatha Line Keene ON K9J 6X8 swhite@hoosier-offroad.com
	Wickins, George		2 Crowe Rd Quinte West ON K0K 2C0
	Workplace Safety and Insurance Board	Eric Kupka	200 Front St W, 22nd Floor Toronto ON M5V 3J1 Fax: (416) 344-3160 employeraccounts@wsib.on.ca

Creditor Mailing List

In the Matter of the Bankruptcy of
OASIS GLOBAL INC.
of the Village of Baltimore, in the County of Northumberland
in the Province of Ontario

Creditor Type	Name	Attention	Address
Unsecured	Xactly Design & Advertising		204-311 Richmond Rd Ottawa ON K1Z 6X3
	Zeifman		201 Bridgeland Ave North York ON M6A 1Y7 Fax: (416) 256-4003 info@zeifman.ca

District of: Ontario
Division No. 10 - Peterborough
Court No. 31-3043802
Estate No. 31-3043802

FORM 31
Proof of Claim
(Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),
and Paragraphs 51(1)(e) and 66.14(b) of the Act)

In the Matter of the Bankruptcy of
OASIS GLOBAL INC.
of the Village of Baltimore, in the County of Northumberland
in the Province of Ontario

All notices or correspondence regarding this claim must be forwarded to the following address:

In the matter of the bankruptcy of OASIS GLOBAL INC. of the Village of Baltimore in the Province of Ontario and the claim of _____, creditor.

I, _____ (name of creditor or representative of the creditor), of the city of _____ in the province of _____, do hereby certify:

1. That I am a creditor of the above named debtor (or I am _____ (position/title) of _____, creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy, namely the 15th day of February 2024, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ _____
(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and
(Check appropriate description.)

Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.

Regarding the amount of \$ _____, I do not claim a right to a priority.
(Set out on an attached sheet details to support priority claim.)

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

C. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
(Attach a copy of sales agreement and delivery receipts.)

District of Ontario
Division No. 10 - Peterborough
Court No. 31-3043802
Estate No. 31-3043802

FORM 31 --- Concluded
In the Matter of the Bankruptcy of
OASIS GLOBAL INC.
of the Village of Baltimore, in the County of Northumberland
in the Province of Ontario

- E. CLAIM BY WAGE EARNER OF \$ _____
- That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____,
- That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____,
- F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____
- That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____,
- That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____,
- G. CLAIM AGAINST DIRECTOR \$ _____

(To be completed when a proposal provides for the compromise of claims against directors.)
That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

- H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I _____ (am/am not) (or the above-named creditor _____ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and _____ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

- Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at _____, this _____ day of _____, _____.

Witness

Creditor

Phone Number: _____
Fax Number : _____
E-mail Address : _____

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.
WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.
Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

District of: Ontario
Division No. 10 - Peterborough
Court No. 31-3043802
Estate No. 31-3043802

FORM 36
Proxy
(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

In the Matter of the Bankruptcy of
OASIS GLOBAL INC.
of the Village of Baltimore, in the County of Northumberland
in the Province of Ontario

I, _____, of _____, a creditor in the above matter, hereby
appoint _____, of _____, to be
my proxyholder in the above matter, except as to the receipt of dividends, _____ (with or without)
power to appoint another proxyholder in his or her place.

Dated at _____, this _____ day of _____, _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

Crowe Soberman Inc., LIT - Licensed Insolvency Trustee

2 St. Clair Ave East, Suite 1100
Toronto ON M4T 2T5
Fax: (416) 929-2555
E-mail: Frances.Doria@CroweSoberman.com

Appendix “E”

AGREEMENT OF PURCHASE AND SALE

This AGREEMENT dated the day of February, 2024.

BETWEEN:

CROWE SOBERMAN INC., in its capacity as receiver (the “**Receiver**”) of the assets, property and undertakings of **JOHN MARK RIVERS**

(the “**Vendor**”)

-and-

CHRISCWE HOLDINGS INC.

(the “**Purchaser**”)

WHEREAS:

- A. John Mark Rivers (the “**Debtor**”) is the registered and beneficial owner of the properties municipally known as 101 Rolph Road, Baltimore, Ontario and as legally described in Schedule A attached hereto (the “**Lands**”) together with the existing buildings (the “**Buildings**”) and fixtures owned by the Debtor and located on the Lands and all personal property located thereon (collectively, the “**Purchase Assets**”);
- B. On the 31st day of May, 2023, pursuant to an order (the “**Court Order**”) of Honourable Justice Steele of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) in Court File No. CV-22-00685133-00CL (the “**Proceedings**”) Crowe Soberman Inc. Limited was appointed Receiver to market and sell certain property of the Debtor;
- C. The Purchaser has agreed to purchase from the Vendor, and the Vendor has agreed to sell to the Purchaser, the right, title and interest of the Debtor in and to the Purchase Assets on the terms and conditions set out herein; and
- D. It is the intention of the parties that the Vendor will bring a motion before the Court for approval of this Agreement and a vesting order whereby the Purchase Assets will be vested in the Purchaser, free and clear of encumbrances in accordance with the provisions of this Agreement.

IN CONSIDERATION of the mutual agreements contained in this Agreement, the sufficiency of which is acknowledged by each of the Vendor and the Purchaser, the Vendor and the Purchaser agree as follows:

1. DEFINITIONS

In this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- (a) “**Adjustment Date**” means 11:59 p.m. on the day preceding the Closing Date;
- (b) “**Adjustments**” means those items mentioned in Section 5 of this Agreement;

- (c) **“Agreement”** means this agreement of purchase and sale executed by the Purchaser and accepted by the Vendor, together with the attached schedules;
- (d) **“Applicable Laws”** means, with respect to any person, property, transaction or event, all laws, by-laws, rules, regulations, orders, judgments, decrees, decisions or other requirements having the force of law relating to or applicable to such person, property, transaction or event;
- (e) **“Buildings”** shall have the meaning ascribed to it in Recital A of this Agreement;
- (f) **“Business Day”** means any day other than a Saturday or a Sunday or a statutory holiday (either federal or provincial) in the Province of Ontario;
- (g) **“Claims”** includes:
 - (i) estates, rights, titles, interests, hypothecs, mortgages, security interests (including any security interests of any of the parties referred to as secured parties in the list of parties who made registrations against the Debtor pursuant to the *Personal Property Security Act* (Ontario),
 - (ii) all manner of actions, causes of action, actions, claims, money claims (including claims to royalties or shares of profits, debts, demands, costs and damages against the Debtor, the Vendor or with respect to the Purchase Assets),
 - (iii) trusts or deemed trusts (whether contractual, statutory or otherwise), assignments, executions, options, adverse claims, monetary claims, levies, agreements, taxes, claims provable if the Debtor should be adjudged bankrupt, charges, encumbrances or any other rights (including encumbrances or charges created by or pursuant to any and all orders made in the Proceedings or any other proceedings),
 - (iv) title retentions, rights of reversion, revindication or repossession,
 - (v) liens (including statutory, construction and possessory liens),
 - (vi) disputes and debts, whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, and
 - (vii) other claims of any nature, howsoever created or arising whether contractual, statutory, by operation of law or otherwise, including any claims by:
 - (1) the Canada Customs and Revenue Agency and any other governmental agencies with respect to unpaid taxes of any nature or any other unpaid amounts, and
 - (2) all parties served with the motion record with respect to the motion for the Vesting Order

by or of any and all persons or entities of any kind whatsoever, including without limitation all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals, whether acting in their capacity as principal or as agent, and all other agents, trustees,

executors, administrators or other legal representatives, including the beneficiaries of all charges approved or created in orders made in the Proceedings.

- (h) **“Closing”** shall have the meaning ascribed to it in Section 9 of this Agreement;
- (i) **“Closing Date”** shall have the meaning ascribed to it in Section 9 of this Agreement;
- (j) **“Court”** means the Ontario Superior Court of Justice (Commercial List);
- (k) **“Court Order”** shall have the meaning ascribed to it in Recital B of this Agreement;
- (l) **“Due Diligence Period”** means 5:00 p.m. on the date which is twenty-five (25) days following the Execution Date. Should such date not be a Business Day, the Due Diligence Period will be extended to 5:00 p.m. on the first Business Day thereafter
- (m) **“Encumbrance”** means all mortgages, pledges, charges, liens, debentures, hypothecs, trust deeds, assignments by way of security, security interests, conditional sales contracts or other title retention agreements or similar interests or instruments charging, or creating a security interest in, the Purchase Assets or any part thereof or interest therein, all work orders, zoning by-laws or orders, outstanding permits (including, without limitation, building permits and electrical permits) and encroachments, any agreements, options, easements, right-of-way, restrictions, executions and any other similar encumbrances (including notices or other registrations in respect of any of the foregoing) affecting the Purchase Assets or any part thereof or interest therein;
- (n) **“Execution Date”** means the date upon which this Agreement is fully executed by both parties;
- (o) **“Existing First Mortgage”** means the charge registered as Instrument No. ND54253 on November 10, 2010 in favour of The Toronto-Dominion Bank;
- (p) **“Government Authority”** means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal governments having or claiming to have jurisdiction over part of all of the Purchase Assets, the transaction contemplated in this Agreement and/or one or both of the parties hereto and shall include a board or association of insurance underwriters;
- (q) **“HST”** means harmonized sales tax under the *Excise Tax Act* (Canada);
- (r) **“Lands”** means the lands and premises legally described in Schedule A hereto, together with all easements, rights-of-way, privileges and appurtenances attaching thereto and inuring to the benefit thereof;
- (s) **“Mortgage Assumption”** has the meaning set out in Section 4(e);
- (t) **“Mortgagee”** means The Toronto-Dominion Bank and its successors and assigns as the mortgagee under the Existing First Mortgage
- (u) **“Permitted Encumbrances”** shall be those items listed in Schedule B attached hereto;
- (v) **“Plans and Specs”** has the meaning set out in Section 6(a) of this Agreement;

- (w) **“Property”** means, collectively, the Lands and the Buildings;
- (x) **“Purchase Price”** shall have the meaning ascribed thereto in Section 3 of this Agreement;
- (y) **“Purchase Assets”** shall have the meaning ascribed to it in Recital A;
- (z) **“Purchaser’s Solicitors”** means the firm Aird & Berlis LLP or such other firm as the Purchaser may designate from time to time by written notice to the Vendor;
- (aa) **“Reports”** has the meaning set out in Section 6(b);
- (bb) **“Vendor”** means Crowe Soberman Inc. in its capacity as Court appointed Receiver of the Debtor, and not in its personal capacity and without personal or corporate liability;
- (cc) **“Vendor’s Solicitors”** means the firm of David Chong Professional Corporation or such other firm as the Vendor may designate from time to time by written notice to the Vendor;
- (dd) **“Vesting Order”** shall have the meaning ascribed to it in Section 15 of this Agreement;
- (ee) **“Vesting Order Approval Date”** shall mean that date upon which the Vendor has received an order or orders of the Court authorizing and approving the transaction contemplated under this Agreement and ordering that the right, title and interest in the Purchase Assets be vested in the Purchaser free and clear of any and all Claims and Encumbrances, except for the Permitted Encumbrances, upon satisfaction by the Purchaser of its closing obligations under this Agreement, in a form acceptable to the Purchaser, acting reasonably.

2. NATURE OF TRANSACTION

The Purchaser shall purchase and the Vendor shall sell the Purchase Assets, upon and subject to the terms of this Agreement.

3. PURCHASE PRICE

The aggregate purchase price (the **“Purchase Price”**) for the Purchase Assets shall be the sum of Three Million Two Hundred Thousand Dollars (\$3,200,000).

4. METHOD OF PAYMENT

- (a) The Purchaser shall purchase and the Vendor shall sell the Purchase Assets, upon and subject to the terms of this Agreement.
- (b) The Purchase Price shall be paid, accounted for and satisfied as follows:
 - (i) **Balance Due at Closing:** Subject to Section 4(b)(ii), the balance of the Purchase Price, subject to the adjustments contained in this Agreement, shall be satisfied by (i) the Purchaser paying to the Vendor the amount of \$ _____ to pay for the items listed in Schedule “C” attached hereto, and (ii) by way of set-off against the funds owing by the Debtor to the Purchaser in the amount of \$ _____ (the **“Set-Off Amount”**). [NTD: to be advised].
 - (ii) **Existing First Mortgage:** The Purchaser shall have the option to assume the Existing First Mortgage in accordance with Section 4(e) below . On or before the

date which is five (5) Business Days prior to Closing, the Purchaser shall advise the Vendor if it intends to complete the Mortgage Assumption in accordance with the terms of this Agreement. In the event the Purchaser exercises its right to assume the Existing First Mortgage, the balance of the Purchase Price shall be reduced by the amount outstanding under the Existing First Mortgage. If the Purchaser does not elect to assume the Existing First Mortgage, the Purchaser shall pay to the Vendor on Closing the amount to payout the Existing First Mortgage (the “**Payout Amount**”) so as to allow the Vendor to discharge the First Existing Mortgage and the Set-Off Amount shall be reduced by the Payout Amount.

- (c) **Method of Payment:** The balance due on Closing shall be made by way of wire transfer, certified cheque or bank draft drawn on or issued by a Canadian chartered bank.
- (d) **Allocation of Purchase Price:** The Vendor and the Purchaser acknowledge and agree that they shall each make their own allocations of the Purchase Price between Purchase Assets for the purposes of the *Income Tax Act* (Canada) and any filings in accordance with the provisions thereof.
- (e) **Existing First Mortgage:** Forthwith following the Execution Date, the Purchaser shall apply to the Mortgagee to assume the Existing First Mortgage and the Purchaser shall use best efforts to obtain all consents, waivers, confirmations, agreements, amendments or other assurances from the Mortgagee as the Mortgagee, the Vendor and the Purchaser may reasonably require to enable the assignment by the Vendor and the assumption by the Purchaser of all of the right, title, interest, obligations, duties and liabilities of the Vendor in and under the Existing First Mortgage (the “**Mortgage Assumption**”). The Vendor hereby consents to the Purchaser contacting and communicating with the Mortgagee for such purpose. The Purchaser shall provide to the Mortgagee all documentation and information reasonably requested by the Mortgagee in connection with the Mortgage Assumption and shall make commercially reasonable efforts to obtain the Vendor’s Existing Mortgage Release. The Vendor covenants and agrees to respond to all reasonable requests made by the Mortgagee and/or the Purchaser or the Purchaser’s Solicitors to assist the Purchaser and/or Mortgagee in making its determination of the assumption.

The Purchaser covenants and agrees with the Vendor that any fees or other payments charged by the Mortgagee in connection with the Mortgage Assumption and all legal fees and disbursements of the solicitors for the Mortgagee incurred in connection with the Mortgage Assumption shall be borne by the Purchaser.

5. CLOSING ADJUSTMENTS

- (a) The adjustments shall include all realty taxes, local improvement rates and charges, municipally/provincial levies and charges, water and assessment rates and utilities and other adjustments established by usual practice in the Town of Baltimore for the purchase and sale of similar properties. In addition, the adjustments shall include the other matters referred to in this Agreement which are stated to be the subject of adjustment and shall exclude the other matters in this Agreement which are stated not to be the subject of adjustment.
- (b) Adjustments shall be made as of the Adjustment Date. From and after the Closing Date, the Purchaser shall be responsible for all expenses in respect of, and (except as otherwise provided herein) shall be entitled to all income from, the Purchase Assets. The Vendor

shall be responsible for all expenses and entitled to all income from the Purchase Assets for that period ending on the Adjustment Date.

- (c) If any item subject to adjustment cannot be determined on Closing, an estimate shall be made by the Vendor and the Purchaser, acting reasonably, for purposes of Closing and a final adjustment shall be made when the particular item can be determined. All claims for readjustment must be made within a ninety (90) day period following Closing; provided, however, that after the expiry of the relevant period, the adjustments made by the parties shall be final and binding. The provisions of this Section 5 shall not merge on, but shall survive, Closing.

The Vendor shall provide to the Purchaser a Statement of Adjustments Five (5) Business Days prior to the Closing Date together with supporting materials.

6. DELIVERIES

Unless already made available to the Purchaser by the Vendor prior to the execution of this Agreement, the Vendor covenants to deliver (unless otherwise specified) to, or make available for inspection by the Purchaser upon the date of execution of this Agreement by the Vendor and the Purchaser, the following documents to the extent such are in the possession or control of the Vendor:

- (a) all plans, specifications, drawings and reports (including, without limitation, mechanical and electrical plans, specifications and building condition reports) for the Buildings (the “**Plans and Specs**”);
- (b) copies of any and all engineering studies and reports relating to the Property, as well as any and all studies and reports and other information relating to the environmental condition of the Property (including, without limitation, any reports included in such reports, all environmental reports, traffic studies, planning reports, soil and geotechnical reports, storm water management reports, engineering plans and grading plans, consultant notes, draft documents of any of the foregoing contemplated studies and reports, meeting notes, third party correspondence, inclusive of governmental/regulatory correspondence from or to the Vendor or the Debtor and any of its agents, if any, and; any information to and with current or former adjoining property owners as pertains to the environmental condition of the Property and/or adjoining lands and any reports, correspondence, plans and/or other documentation obtained or provided as a result of Freedom of Information Request(s) made to the Ontario Ministry of the Environment), including without limiting the generality of the foregoing all appendices and attachments thereto (collectively, the “**Reports**”);
- (c) any current realty tax assessment notices and tax bills relating to the Property together with reasonable detail of any outstanding complaints, applications, reconsiderations of assessments or appeals made by or on behalf of the Vendor or the Debtor or by a municipal tax officer or assessor relating to the assessment of property taxes in respect of the Property including any application to the relevant municipality for a cancellation, reduction or refund of all or a portion of property taxes with respect to the current or prior years;
- (d) authorizations for information to be provided by the Purchaser and executed by the Vendor and addressed to the appropriate municipal property department, zoning department and fire department and to all other Government Authorities, authorizing the release of any and all information on file in respect of the Purchase Assets, but specifically prohibiting inspections by any of such Government Authorities; and

- (e) such other material documents, reports or information relating to the Property and the ownership, maintenance or operation thereof in the Vendor's possession or control.

(collectively the "**Vendor's Deliveries**")

The Vendor shall, on completion of delivery to the Purchaser of all of the Vendor's Deliveries, provide the Purchaser with a certificate of an officer of the Vendor certifying that to the best of the knowledge of the Vendor, based on the knowledge of Hans Rizarri, all of the Vendor's Deliveries referred to in Subsection 6(a) to (e), above, have been delivered to the Purchaser, which certificate shall include a reasonably detailed itemized list of such Vendor's Deliveries.

The Vendor covenants to deliver forthwith to the Purchaser any reports, updates and documents ancillary thereto contemplated by this Section 6 received by the Vendor or that comes to the attention of the Vendor, subsequent to the date of execution of this Agreement. It is acknowledged and understood by the Vendor that all documents/information contemplated by this Section 6 and this Agreement must be delivered to the Purchaser for its review to enable it to make an informed decision to complete this transaction.

7. ACCESS

The Vendor agrees to allow the Purchaser and the Purchaser's authorized representatives unrestricted access to the Purchase Assets for the purpose of conducting the Vendor's due diligence on at least Twenty-Four (24) hours advance notice to the Vendor.

The Purchaser covenants and agrees to (i) repair or pay the cost of repair of any damage occasioned during and resulting from the inspection of the Purchase Assets conducted by the Purchaser or its authorized representatives, as outlined above and to return the Purchase Assets to the condition same was in prior to such inspections; and (ii) indemnify and save the Vendor harmless from and against all losses, costs, claims, third party claims, damages, expenses (including legal costs as between a solicitor and its own client) which the Vendor may suffer as a result of the inspection of the Purchase Assets conducted by the Purchaser or its authorized representatives, as outlined above save and except for any losses, costs, claims, damages and expenses arising out of the negligence of the Vendor or those for whom in law the Vendor is responsible. The provisions of this Section 7 shall survive Closing or other termination of this Agreement, notwithstanding any other provisions hereof.

8. TERMS OF PURCHASE

- (a) **"As Is, Where Is"**. Save and except as provided in this Agreement or in any Closing document, the Property is being purchased and assumed by the Purchaser on an "**as is, where is**" basis as of the Closing Date and without any express or implied agreement, representation or warranty of any kind whatsoever as to the title, condition, area, suitability for development, physical characteristics, profitability, use or zoning, the existence of latent defects not known to the Vendor, any environmental matter or, as to the accuracy, currency or completeness of any information or documentation supplied or to be supplied in connection therewith.
- (b) **No Employees or Contracts Assumed**. The Purchaser and Vendor acknowledge and agree that the Purchaser is not acquiring or assuming any employees or contracts of the Vendor or the Debtor with respect to or relating to the Purchase Assets. All employees of the Vendor or the Debtor shall remain the employees of the Vendor or the Debtor, as the case may be, both before and after Closing.

- (c) **Utilities.** The Vendor will not cause the utilities servicing the Property to be disconnected, which would result in damage to the Property.

9. DATE OF CLOSING

Subject to the provisions of Section 14 and Section 15 hereof, the transaction contemplated hereunder shall be completed (the moment of completion shall be referred to as “**Closing**”) on the day which is Ten (10) days after the Vesting Order Approval Date (the “**Closing Date**”), on which date vacant possession of the Property shall be delivered to the Purchaser, subject only to the Permitted Encumbrances. All documents and monies shall be delivered in accordance with the provisions of Sections 10, 17 and 18 of this Agreement.

10. ELECTRONIC REGISTRATION

The Vendor and Purchaser covenant and agree to cause their respective solicitors to enter into a document registration agreement (the “**DRA**”) to govern the electronic submission of the Transfer/Deed for the Lands and to the applicable Land Registry Office. The DRA shall outline or establish the procedures and timing for completing all registrations electronically and provide for all closing documents and closing funds to be held in escrow pending the submission of the Transfer/Deed to the Land Registry Office and their acceptance by virtue of each registration document being assigned a registration number. The DRA shall also provide that if there is a problem with the Teraview electronic registration system which does not allow the parties to electronically register all registration documents on Closing, the Closing Date shall be deemed to be extended until the next day when the said system is accessible and operating for the Land Registry Office applicable to the Lands. The Purchaser’s Solicitor agrees to prepare and deliver the DRA to Vendor’s Solicitor at least two (2) Business Days before Closing

11. VENDOR’S REPRESENTATIONS AND WARRANTIES

The Vendor represents and warrants to and in favour of the Purchaser that, as of the date of this Agreement and as of the Closing Date, unless provided otherwise herein:

- (a) **Power and Capacity.** Subject to obtaining the Vesting Order, the Vendor has necessary power and capacity to enter into this Agreement and carry out this transaction.
- (b) **Non-Resident.** The Vendor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).
- (c) **Permitted Encumbrances.** To the best of the Vendor’s knowledge, the Vendor has no knowledge, nor has received any notice of, any existing defaults under any of the Permitted Encumbrances;
- (d) **Agreements and Vacant Possession.** There are not now and shall not at Closing be any leases, licences, subleases or rights to use or any agreements or options to lease, license, sublease or use, with respect to the Property, save for the Permitted Encumbrances, and on Closing vacant possession will be provided;
- (e) **No Employees.** There will be no salaried or contract employees of the Vendor or the Debtor for whom the Purchaser will be required to assume any responsibility or liability on the Closing Date;

- (f) **No Expropriation.** The Vendor has received no notice that any expropriation or condemnation proceedings are pending or have been threatened in connection with the Property;
- (g) **Encroachments.** To the best of its knowledge, there are no buildings, fences or other structures on adjoining lands which encroach on or over the Lands and there is no outstanding dispute with respect to the boundary of the Lands with any abutting owner;
- (h) **Construction Act.** No one will be entitled on Closing to claim a lien or similar charge against the Lands under the *Construction Act* (Ontario) or similar legislation in any other relevant jurisdiction, and all accounts for labour and materials concerning the Lands are or will on or prior to the Closing Date be fully paid for;
- (i) **Right of First Refusal.** No person has any right of first refusal or option to purchase, or otherwise use or acquire the Lands or any portion thereof; and
- (j) **Litigation.** The Vendor has received no notice of any existing or threatened litigation, proceeding or judgment relating to or affecting the interests of the Vendor in the Property, and to the best of the Vendor's knowledge and belief no statement of claim or other notice of such litigation proceeding or judgment has been threatened, issued or actually served.

12. PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser represents and warrants to the Vendor that, as at the date hereof:

- (a) **Corporate Status:** The Purchaser is a corporation duly incorporated, organized and validly subsisting under the laws of Ontario and has all requisite corporate power, authority and capacity to execute and deliver and to perform each of its obligations pursuant to this Agreement; neither the execution of this Agreement nor the performance (such performance shall include, without limitation, the exercise of any of the Purchaser's rights and compliance with each of the Purchaser's obligations hereunder) by the Purchaser of the transaction contemplated hereunder will violate:
 - (i) the Purchaser's articles of incorporation and by-laws;
 - (ii) any agreement to which the Purchaser is bound;
 - (iii) any judgement or order of a court of competent authority or any Government Authority; or
 - (iv) any Applicable Laws,

and the Purchaser has duly taken, or has caused to be taken, all requisite corporate action required to be taken by it to authorize the execution and delivery of this Agreement and the performance of each of its obligations hereunder; and

- (b) **Investment Canada Act (Canada):** either (i) the Purchaser is not a "non-Canadian", as defined in the *investment Canada Act* (Canada) ("ICA"); or (ii) if the Purchaser is a "non-Canadian", this transaction is not a reviewable transaction under the ICA, *or*, if applicable, the Purchaser is a non-Canadian for the purpose of the ICA and will within Three (3) Business Days of the execution of this Agreement submit to Investment Canada a fully

completed Application for Review with respect to the transaction contemplated in this Agreement and will use its best efforts to obtain approval from Investment Canada prior to Closing.

13. SURVIVAL AND NON-WAIVER OF REPRESENTATIONS AND WARRANTIES

- (a) **Survival of Representations and Warranties.** The representations and warranties contained in Section 11 and Section 12 of this Agreement shall not merge on Closing and shall continue for a period of six (6) months following Closing.
- (b) **Non-Waiver.** No investigations made by or on behalf of the Vendor or the Purchaser at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by the other party pursuant to this Agreement. Prior to Closing, each party covenants to give written notice to the other party if it becomes aware of any breach of any representation or warranty given by the other party contained in this Agreement, and if such party completes the transactions contemplated by this Agreement, such party shall be deemed to have waived such representation or warranty the breach of which was known to it. No waiver of any condition or other provision contained in this Agreement, in whole or in part, shall constitute a waiver of any other condition or provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

14. CONDITIONS OF CLOSING IN FAVOUR OF THE PURCHASER

- (a) The Purchaser's obligations contained in this Agreement shall be subject to the fulfilment, of each of the following conditions:
 - (i) **Inspections.** On or prior to the expiry of the Due Diligence Period, the Purchaser shall in its sole, absolute, unfettered and unreviewable discretion be satisfied with the results of all its due diligence investigations, inspections, searches and examinations with respect to the Purchase Assets, including without limitation, the Vendor's Deliveries, the Existing First Mortgage, the condition of the Buildings and the Lands, and title to the Property, and the Purchaser shall have determined in its sole, absolute, unfettered and unreviewable discretion (which, for certainty, may be exercised unreasonably and/or arbitrarily), to proceed with the transaction contemplated by this Agreement;
 - (ii) **Permitted Encumbrances.** On or prior to the expiry of the Due Diligence Period, the Purchaser shall in its sole and absolute discretion be satisfied with the Permitted Encumbrances;
 - (iii) **Registry Lands.** On or prior to the expiry of the Due Diligence Period, the Purchaser shall in its sole, absolute, unfettered and unreviewable discretion be satisfied with title to and ownership of those lands described fifthly in Schedule A attached hereto (the "**Registry Lands**");
 - (iv) **Encumbrances.** By Closing, the Vendor shall have at its cost discharged and removed all Encumbrances save for the Permitted Encumbrances;
 - (v) **Representations and Warranties.** Each of the Vendor's representations and warranties contained in this Agreement shall be true at and as of the date hereof

and each of such representations and warranties shall continue to be true as at Closing Date;

- (vi) **Vesting Order.** On or before the Closing Date, the Vendor shall have complied with and obtained an Order or Orders of the Court approving the transaction contemplated herein and ordering that all right, title and interest in the Purchase Assets be vested in the Purchaser free and clear of any and all Claims and Encumbrances, except for Permitted Encumbrances, upon satisfaction by the Purchaser of its obligations under this Agreement, in a form acceptable to the Purchaser, acting reasonably (collectively, the “**Vesting Order**”).

The Vendor covenants and agrees to proceed as expeditiously as possible, and at its sole cost and expense, to work in a diligent manner and to use reasonable commercial efforts to obtain the Vesting Order by the date which is thirty (30) days following the expiry of the Due Diligence Period (the “**Vesting Order Condition Date**”). If the Vesting Order is not obtained on or before the Vesting Order Condition Date, this Agreement shall, at the Purchaser’s discretion:

- (a) be terminated, by notice, in writing, to the Vendor, without any penalty or liability whatsoever to the Vendor or the Purchaser, and each of the Vendor and the Purchaser shall be released from all other obligations hereunder except for the obligations of the Purchaser, if any, arising under or as a result of a breach of the provisions of Section 7 hereof; or
- (b) be extended for an additional period of Thirty (30) days, to allow the Vendor to continue to attempt to obtain the Vesting Order by notice to the Vendor, in writing, of the Purchaser’s election to extend prior to 5:00 p.m. on the Vesting Order Condition Date.

On Closing, no injunction or other Order shall have been issued to enjoin, restrict or prohibit any of the transactions contemplated by this Agreement and no notice of appeal of the Approval and Vesting Order shall have been received by the Vendor or the Purchaser;

- (vii) **Material Adverse Change.** By the Closing Date there being no material adverse change with respect to the condition of the Purchase Assets or the accuracy of the information disclosed in the Vendor’s Deliveries;
- (viii) **Applications.** On Closing, no land use application shall have been filed that negatively impacts upon the Property, in the opinion of the Purchaser, and no change shall have occurred with respect to the zoning of the Property or the Official Plan, no Government Authority shall have imposed a use restriction (including, without any limitation, any use restrictions imposed through the *Clean Water Act* or the *Environmental Protection Act* or through an application for re-zoning) and no Government Authority shall have filed or initiated an Official Plan amendment application since the expiry of the Due Diligence Period, other than any such changes, use restrictions or applications initiated by action of the Purchaser; and

- (ix) **Covenants/Agreements.** The Vendor shall have complied with each and every covenant/agreement made by it herein and required to be completed at or prior to Closing in all respects.

For greater certainty, each of the conditions contained in this Section 14(a) have been inserted for the benefit of the Purchaser.

- (b) Each of the conditions contained in paragraph (a) of this Section (each, a “**Purchaser’s Condition**”) have been inserted for the benefit of the Purchaser and may be waived by the Purchaser as hereinafter provided. In the event that any Purchaser’s Condition shall not be fulfilled, in whole or in part, and such Purchaser’s Condition is not waived by the Purchaser, then subject to any written agreement between the parties to the contrary, this Agreement shall be terminated, null and void and of no further force and effect whatsoever and the parties shall have no further obligations or liabilities hereunder, save for those specified to survive termination.

15. CONDITIONS OF CLOSING IN FAVOUR OF THE VENDOR

- (a) The Vendor’s obligations contained in this Agreement shall be subject to the fulfilment, at or prior to Closing, of each of the following additional conditions:
 - (i) **Representations and Warranties:** each of the Purchaser’s representations and warranties contained in this Agreement shall be true at and as of the date hereof and each of such representations and warranties shall continue to be true as at Closing;
 - (ii) **Covenants/Agreements:** the Purchaser shall have complied with each and every covenant/agreement made by it herein and required to be completed at or prior to Closing;
 - (iii) **Corporate Steps and Proceedings:** all necessary corporate steps and proceedings shall have been taken by the Purchaser to permit the Purchaser’s execution of this Agreement and performance of each of the Purchaser’s obligations hereunder;
 - (iv) **No Redemption:** the Purchase Assets shall not have been redeemed pursuant to any statutory right or otherwise; and
 - (v) **Vesting Order:** the Vesting Order shall not be stayed and shall be in full force and effect and no Order restraining or prohibiting Closing shall have been made by the Court.
- (b) Each of the conditions contained in Section 15 hereof (each, a “**Vendor’s Condition**”) have been inserted for the benefit of the Vendor and may be waived by the Vendor as hereinafter provided. In the event that any Vendor’s Condition shall not be fulfilled, in whole or in part, and such Vendor’s Condition is not waived by the Vendor, then subject to any written agreement between the parties to the contrary, this Agreement shall be terminated, null and void and of no further force and effect whatsoever and the parties shall have no further obligations or liabilities hereunder, save for those specified to survive termination.

16. TITLE

The Purchaser acknowledges that it has until expiry of the Due Diligence Period (the “**Requisition Date**”) to examine title to the Lands and to satisfy itself as to the state thereof. The Purchaser agrees to submit its requisitions prior to the Requisition Date, subject to as hereinafter provided. If prior to 5:00 p.m. on the on the Requisition Date, any valid objection to title (other than to a Permitted Encumbrance) or to any outstanding work order or deficiency notice is made in writing to the Vendor or the Vendor’s Solicitors which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive or provide for title insurance coverage, then this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and neither party shall be liable for any costs or liabilities hereunder except such as are expressly stated to survive closing or termination. Save as to any valid objections so made within such period and except for any objection going to the root of the title or arising after the Requisition Date, the Purchaser shall be conclusively deemed to have accepted title to the Lands.

17. VENDOR’S CLOSING DELIVERIES

The Vendor covenants to execute, where applicable, and deliver the following to the Purchaser at Closing or on such other date expressly provided herein:

- (a) **Vesting Order.** The Vesting Order;
- (b) **Statutory Declaration – Non Residency.** A statutory declaration of a senior officer of the Vendor or other evidence satisfactory to the Purchaser, acting reasonably, that the Purchase Price is not subject to withholding tax pursuant to the non-residency provisions of the *Income Tax Act* of Canada;
- (c) **Registry Lands Documents.** Document(s) as may be required by the Purchaser, acting reasonably, and to extent such can be provided by the Vendor, to evidence the Debtor’s exclusive possession, control, use and ownership of the Registry Lands, including without limiting the generality of the foregoing, attesting to and confirming that the Registry Lands is free and clear of all tenants, licensees and occupants whatsoever and unaffected by any other tenancies, leases, licenses or occupancy arrangements whatsoever (save for any arising due to the Permitted Encumbrances);
- (d) **Bill of Sale.** A bill of sale conveying the Purchase Assets (other than the Lands) to the Purchaser;
- (e) **Statement of Adjustments.** A statement of adjustments prepared in accordance with Section 5 hereof, which shall be delivered Five (5) Business Days prior to Closing;
- (f) **Direction Regarding Funds.** A direction from the Vendor designating the party or parties to which the balance of the Purchase Price described in Subsection 4(b) hereof shall be paid; in the event that the Vendor designates more than one party then it shall also designate amounts payable to each of the parties;
- (g) **Registerable Discharges.** Registerable discharges of all Encumbrances save for the Permitted Encumbrances to the extent such are not discharged upon registration of the Vesting Order;

- (h) **Statutory Declaration.** Statutory declaration of possession from the Vendor setting out those matters typically contained in a statutory declaration of possession for LT Conversion Qualified properties;
- (i) **Undertaking to Re-Adjust.** An undertaking by the Vendor to re-adjust the Statement of Adjustments;
- (j) **Keys.** All master keys, duplicate keys and codes relating to the Purchase Assets in the Vendor's possession;
- (k) **Vacant Possession.** Vacant possession of the Lands; and
- (l) **Further Documentation:** any other documentation relative to the completion of this Agreement as may reasonably be required by the Purchaser or the Purchaser's Solicitors.

18. PURCHASER'S CLOSING DELIVERIES

The Purchaser covenants to execute, where applicable, and deliver the following to the Vendor at or prior to Closing:

- (a) **Balance Due at Closing.** The balance of the Purchase Price described in Subsection 4(b) hereof;
- (b) **Purchaser's Certificate.** The Purchaser's certificate setting out that each of the Purchaser's representations and warranties contained in this Agreement are true as at Closing;
- (c) **HST Certificate and Indemnity.** The certificate and indemnity provided for under Section 21 hereof;
- (d) **Undertaking to Re-Adjust.** An undertaking by the Purchaser to re-adjust the Statement of Adjustments; and
- (e) **Further Documentation:** any other documentation relative to the completion of this Agreement as may reasonably be required by the Vendor or the Vendor's Solicitors.

19. OPERATION UNTIL CLOSING

- (a) From the date hereof until Closing, the Vendor shall operate the Property in accordance with sound business and management practices as would a prudent owner of comparable properties in the Town of Baltimore and will carry out all routine day to day repairs and maintenance thereof. Without limiting the generality of the foregoing, the Vendor covenants and agrees that from and after the expiry of the Due Diligence Period, no capital improvements shall be made to the Property, (but excluding any capital improvements required to address or avert an emergency or perceived emergency) nor shall the Vendor utilize or permit to utilize the Property for any alternate use from that which the Property is currently being utilized for (inclusive of any use which is or may be environmentally or physically detrimental to the Property) without in each case the prior written consent of the Purchaser, which consent may be withheld in the Purchaser's sole and unfettered discretion. On or before Closing, the Vendor, at its expense, will terminate all contracts and agreements (including, without limitation, all service and maintenance contracts)

affecting the Property save for Permitted Encumbrances. The Vendor shall not be permitted to enter into or grant any interest in the Property at any time from and after the date of this Agreement without the Purchaser's consent which may be withheld in the Purchaser's sole and unfettered discretion (including, without limitation, any security interests, easements, licences, agreement or leases). Furthermore, the Vendor shall not, prior to Closing, cause any of the utilities to be disconnected which may result in damage to the Property.

- (b) The Purchase Assets are and shall remain at the Debtor's risk until Closing and the Debtor shall hold all insurance policies and the proceeds thereunder, in trust, for the parties as their respective interests may appear pending Closing. The parties acknowledge that as of the date of this Agreement only commercial general liability insurance policies are in place for the Purchase Assets. In the event that the Purchase Assets shall be materially damaged prior to Closing then the Vendor shall promptly advise the Purchaser in writing of such damage. In the event that the Purchase Assets shall be materially damaged prior to Closing then the Purchaser shall be entitled, in its sole and absolute discretion, to elect to terminate this Agreement, by delivery of written notice to the Vendor within Ten (10) Business Days following receipt of the Vendor's notice of damage and in such event the parties hereto shall be released from all obligations and liabilities hereunder. If the Purchaser does not elect to terminate this Agreement as set out above, then the transaction contemplated hereunder shall be completed and the Debtor shall release its interest in the insurance proceeds, if any, payable in respect thereof to the Purchaser. The Vendor will not enter into any leases or enter into, amend or vary any service or maintenance contracts with respect to the Property without the prior written approval of the Purchaser, which approval may be given or withheld in the sole and absolute discretion of the Purchaser.
- (c) The Vendor covenants and agrees that it will not make any application to have the zoning or use of the Property changed prior to the Closing, nor shall it consent to any re-zoning application made by any other party pertaining to or affecting the Property or any property or properties in the neighbouring vicinity thereof (i.e. within the radius prescribed for serving re-zoning notices under the *Planning Act*) without the prior written consent of the Purchaser which the Purchaser may withhold in its sole and unfettered discretion.
- (d) If the Property is condemned or expropriated in whole or in any material part by public or other lawful authority before Closing or any intention to commence condemnation or expropriation proceedings is given or comes to the attention of the Purchaser which is not acceptable to the Purchaser for any reason whatsoever, the Purchaser shall have the right, in its sole and unfettered discretion to: (i) terminate this Agreement by written notice to the Vendor; or (ii) elect to take the compensation or damages awarded, as the case may be, in respect of such condemnation or expropriation and to complete the transaction contemplated by this Agreement. If any immaterial part of the Property is so condemned or expropriated before Closing, the Purchaser shall be entitled to all compensation or damages awarded, as the case may be, and the parties shall complete the transaction contemplated by this Agreement. Any compensation or damages to which the Purchaser may be entitled hereunder shall, if determined and paid or payable to the Vendor prior to Closing, constitute an adjustment to the Purchase Price on Closing. If the quantum of any such compensation or damages has not been determined and paid prior to Closing, the Vendor shall, on Closing, provide to the Purchaser such assignment of its interest in any and all compensation or damages together with such security therefor as is acceptable to the Purchaser's Solicitors, acting reasonably. In respect of the materiality or immateriality of any portion of the Property condemned or expropriated, as contemplated in this Section

19, the written opinion of the Purchaser's architect, engineer or other independent arms-length consultant retained for the purpose shall be determinative.

20. PLANNING ACT (ONTARIO)

This Agreement shall be effective to create an interest in the Lands for the Purchaser only if Part VI of the *Planning Act* (Ontario) is complied with prior to Closing.

21. HARMONIZED SALES TAX

- (a) **Application of HST to this Agreement:** If the transaction contemplated hereunder shall be subject to HST, then HST shall be included in the Purchase and remitted in accordance with the *Excise Tax Act* (Canada) (the "ETA");[NTD: to confirm]
- (b) **Self-Assessment:** The Purchaser shall be entitled to self-assess in accordance with the provisions of the ETA *Excise Tax Act* (Canada) with respect to such HST and shall indemnify and save harmless the Vendor with respect to the payment of HST. Provided further that the Purchaser shall deliver, prior to Closing, a certificate confirming that (i) the Purchaser is a registrant under the ETA, together with its HST registration number, (ii) such registered number is in good standing and has not been varied or revoked, (iii) the Lands are being purchased by the Purchaser as principal for its own account and are not being purchased by the Purchaser as an agent, trustee or otherwise on behalf of or for another Purchaser, (iv) the Purchaser shall be liable for, shall self-assess and shall remit to the appropriate government authority all HST payable in respect of the transaction.
- (c) **HST Indemnity:** The Purchaser shall indemnify and save harmless the Vendor from all claims, liabilities, penalties, interest, costs and legal and other expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the transaction contemplated hereunder.
- (d) **Payment of HST:** In the event that the Purchaser shall fail to deliver such certificate and indemnity, then the Purchaser shall pay to the Vendor, in addition to the Purchase Price, in pursuance of Purchaser's obligation to pay and Vendor' obligation to collect HST under the provisions of the ETA, an amount equal to thirteen per cent (13%) of the Purchase Price.

22. NOTICE

Any notice given hereunder shall be in writing and delivered by electronic transmission to:

in the case of the Purchaser:

CHRISCWE Holdings Inc.
890 Brock Street South
Pickering, ON L1W 1Z9

Attention: Chris Koffman
Email: ck@pulseci.ca

with a copy to the Purchaser's Solicitors,

Aird & Berlis LLP
181 Bay Street, Suite 1800
Brookfield Place
Toronto, Ontario M5J 2T9

Attention: Leonard Baranek/Leah Silber
Email: lbaranek@airdberlis.com/lsilber@airdberlis.com

and in the case of the Vendor:

Crowe Soberman Inc.
2 St. Clair Avenue East
12th Floor
Toronto, ON M4T 2T5

Attention: Hans Rizarri
Email: hans.rizarri@crowesoberman.com

with a copy to the Vendor's Solicitors:

David Chong Professional Corporation
202-1370 Don Mills Road
Don Mills, Ontario M3B 3N7

Attention: David Chong
Email: David@DavidChong.ca

Such notice shall be deemed to have been delivered upon delivery or communicated upon transmission unless such notice is delivered or transmitted outside of usual business hours, being 9:00 am to 5:00 pm Monday to Friday, save and except for statutory holidays in the Province of Ontario, in which event the notice shall be deemed to have been delivered or transmitted on the next Business Day. A party may change its address and/or telecopier machine number by providing notice in accordance with this Section 22.

23. WAIVER OF CONDITIONS

Except as otherwise provided in this Agreement, all conditions contained herein have been inserted for the benefit of either the Vendor or the Purchaser, as indicated, and are conditions of the obligations of such party to complete the transaction contemplated hereunder at Closing and are not conditions precedent of this Agreement. Anyone or more of the said conditions may be waived, in writing, in whole or in part, by the benefiting party without prejudice to the benefiting party's right of termination in the event of the non-fulfilment of any other condition, and, if so waived, this Agreement shall be read exclusive of the said condition or conditions so waived. For greater certainty, the closing of the transaction contemplated hereunder by a party hereof shall be deemed to be a waiver by such party of compliance with any condition inserted for its benefit and not satisfied at Closing.

24. SEVERABILITY

If any provision contained in this Agreement or the application thereof to any person/entity or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement and the application of such

provision to persons/entities or circumstances other than those to whom/which it is held invalid or unenforceable, shall not be affected thereby and each provision contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

25. DIVISION/HEADINGS

The division of this Agreement into Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings or captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any part hereof.

26. ENTIRE AGREEMENT

This Agreement and the schedules attached hereto constitute the entire agreement between the Vendor and the Purchaser in respect of the Purchase Assets. Each of the parties acknowledges that, except as contained in this Agreement, there is no representation, warranty, collateral agreement or condition (whether a direct or collateral condition or an express or implied condition) which induced it to enter into this Agreement.

27. CUMULATIVE REMEDIES

No remedy conferred upon or reserved to one or both of the parties hereto is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy conferred upon or reserved hereunder, whether such remedy shall be existing or hereafter existing, and whether such remedy shall become available under common law, equity or statute.

28. INTERPRETATION

This Agreement shall be read with all changes of gender and number as required by the context.

29. REFERENCES TO STATUTES

Except as otherwise provided in this Agreement, references to any statute herein shall be deemed to be a reference to such statute and any and all regulations from time to time promulgated thereunder and to such statute and regulations as amended or re-enacted from time to time. Any reference herein to a specific section or sections, paragraph or paragraphs and/or clause or clauses of any statute or regulations promulgated thereunder shall be deemed to include a reference to any corresponding provision of future law.

30. TIME OF ESSENCE

Time shall in all respects be of the essence hereof provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Vendor and the Purchaser or their respective solicitors who are hereby expressly appointed for that purpose.

31. CANADIAN FUNDS

All references to dollar amounts contained in this Agreement shall be deemed to refer to Canadian funds.

32. TENDER

Any tender to notices, documents and/or monies hereunder may be made upon the Vendor or the Purchaser or their respective solicitors. Monies may be tendered by a negotiable cheque certified or bank draft drawn on or issued by a Canadian chartered bank.

33. FURTHER ASSURANCES

Except as otherwise expressed herein to the contrary, each party shall, without receiving additional consideration therefor co-operate with and take such additional actions as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Agreement.

34. CONFIDENTIALITY

The Purchaser and its agents, advisors and authorized representatives shall maintain in strict confidence, until Closing, all information and materials delivered or made available pursuant to this Agreement, except as may reasonably be disclosed by the Purchaser:

- (a) to facilitate the procurement of financing for the Purchase Assets;
- (b) to enforce any of its rights/remedies hereunder;
- (c) to enforce any of its rights/remedies, if any, pursuant to common law, equity or status; or
- (d) to comply with laws requiring disclosure.

Nothing herein contained shall restrict or prohibit the Purchaser from disclosing the confidential information to its consultants, agents, advisors, investors, prospective lenders, assignees and solicitors as long as such parties agree to keep such information confidential.

The Confidential Information referred to in this Section 34 shall not include:

- (i) public information or information in the public domain at the time of receipt by either party or its consultants, agents, advisors and solicitors;
- (ii) information which becomes public through no fault or act of either party or its consultants, agents, advisors and solicitors;
- (iii) information required to be disclosed by law; or
- (iv) information received in good faith from a third party lawfully in possession of the information and not in breach of any confidentiality obligations.

Notwithstanding anything to the contrary in this Section 34, it is expressly understood, acknowledged and agreed, that the Purchaser and its consultants, agents, advisors, investors, prospective lenders, assignees and solicitors shall have the right and entitlement to:

- (i) have full and open dialogue with any Government Authority in connection with the physical and environmental condition of the Property; and
- (ii) have full and open dialogue with owners, tenants, subtenants and occupants of lands and/or Buildings adjacent to the Property, regarding environmental contamination that exists or may exist under or about the adjacent lands, regardless of the source or nature of such environmental contamination.

In the event that the transaction contemplated in this Agreement is, for any reason whatsoever, not completed, then the Purchaser shall, upon request from the Vendor, promptly return to the Vendor all materials delivered hereunder and deliver to the Vendor all copies of materials made available hereunder.

35. NON-BUSINESS DAYS

In the event that any date specified or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

36. DOCUMENTATION PREPARATION AND REGISTRATION

The Purchaser shall prepare or cause to be prepared the land transfer tax affidavit to be attached to the Vesting Order described in Subsection 17(a) hereof. The Vendor shall prepare or cause to be prepared all other documentation described in Sections 17 and 18 hereof: Each of the parties shall deliver draft documentation to the other not less than Five (5) Business Days prior to Closing. Except as otherwise expressly provided in this Agreement, all such documentation shall be in form and have substance satisfactory to the Vendor and the Purchaser, acting reasonably. The Purchaser shall be responsible for and pay all registration costs incurred in connection with the transaction contemplated in this Agreement. Except as otherwise expressly provided in this Agreement, each of the Vendor and the Purchaser shall be responsible for and pay all legal and other professional/consultant fees and disbursements incurred by it, directly or indirectly, in connection with this Agreement unless provided.

37. LAND TRANSFER TAXES

The Purchaser shall pay all land transfer taxes (as required pursuant to the *Land Transfer Tax Act* (Ontario)).

38. GOVERNING LAWS

This Agreement has been executed in the Province of Ontario and, for all purposes, shall be construed in accordance with and governed by the laws in effect within the Province of Ontario.

39. ASSIGNMENT

The Vendor shall have no right to assign its rights and/or obligations hereunder or to convey title to the Property or any part thereof, in favour any other person or entity prior to Closing without the prior written consent of the Purchaser, which consent may be withheld in the Purchaser's sole and absolute discretion. The Purchaser shall be entitled on written notice to the Vendor, but without the Vendor's approval or consent, to assign the Purchaser's right, title and interest in this Agreement and the Property, in whole or in part, to one or more assignees and as of the date of delivery of such written notice to the Vendor, the Purchaser shall be deemed to have been released from all of its covenants and obligations herein contained, to the extent such covenants and obligations are assumed by such assignee(s), provided that such assignment shall not release the Purchaser from its covenants and obligation contained in Section 7 of this Agreement.

40. NON-REGISTRATION OF AGREEMENT

The Purchaser acknowledges that this Agreement is personal to the Purchaser and that this Agreement or any monies paid hereunder do not create an interest in the Lands. The Purchaser agrees that it will not register or cause or permit to be registered this Agreement on the Lands.

41. VENDOR'S CAPACITY

It is acknowledged by the Purchaser that the Vendor is entering into this Agreement solely in its capacity as Court Appointed Receiver of the undertaking, property and assets of the Debtor and that the Vendor shall have no personal or corporate liability under or as a result of this Agreement. Any claim against the Vendor

shall be limited to and only enforceable against the property and assets then held by or available to it in its capacity as Receiver of certain property of the Debtor and shall not apply to its personal property and other assets held by it in any other capacity. The term “Vendor” as used in this Agreement shall have no inference or reference to the present registered owner of the Purchase Assets. The Purchaser acknowledges that the Purchase Assets are and shall remain in the possession of the Debtor until Closing.

42. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

43. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form including DocuSign and the parties adopt any signatures received by either (a) email or (b) a receiving fax machine as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so emailed or faxed.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

DATED as of the date first mentioned above.

CROWE SOBERMAN INC., in its capacity as
receiver of the assets, property and undertakings of
JOHN MARK RIVERS

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have authority to bind the Corporation.

CHRISCWE HOLDINGS INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have authority to bind the Corporation.

**SCHEDULE A
LEGAL DESCRIPTION OF THE LANDS**

101 ROLPH ROAD, BALTIMORE, ON

Firstly: PIN 51126-0087 (LT)

Part of Lot 33 Concession 6 Haldimand Part 1, 39R-1905; Subject To MC478; Alnwick/Haldimand

Secondly: PIN 51126-0089 (LT)

Part of Lot 31-32 Concession 6 Haldimand Part 2, 39R-1905; Subject To MC478; Alnwick/Haldimand

Thirdly: PIN 51126-0097 (LT)

Part of Lot 30 Concession 6 Haldimand Part 3, 39R-1905; Subject To MC478; Alnwick/Haldimand

Fourthly: PIN 51126-0105 (LT)

Part of Lot 31 Concession 6 Haldimand Part 6, 39R-1905; Subject To MC478; Alnwick/Haldimand

Fifthly: PIN 51126-0104 (R)

Part of Lot 31 Concession 6 Haldimand Part 5, 39R-1905; Alnwick/Haldimand

SCHEDULE B
PERMITTED ENCUMBRANCES

1. The reservations, limitations, provisos and conditions expressed in the grant from the Crown.
2. Encumbrances for taxes, rates, assessments or governmental charges or levies not yet due and payable.
3. The exceptions or qualifications to title found in Section 44(1) of the *Land Titles Act* (Ontario), as amended, save and except for the exceptions and qualifications in paragraphs 11 and 14, provincial taxes and succession duties, escheats or forfeiture to the Crown.
4. All applicable laws, including municipal, provincial or federal statutes, by laws, regulations or ordinances including any charge, trust, priority or preference given to or in favour of the Crown, Crown agents or municipalities pursuant thereto, provided the same are complied with.
5. Any easement, right-of-way, watercourse, right-of-water or other unregistered interest or claim not disclosed by registered title which do not materially adversely impair the use of the Lands.
6. Zoning, land use and building restrictions, by-laws, regulations and ordinances of federal, provincial, municipal or other governmental bodies or regulatory authorities.
7. Any registered restrictions or covenants that run with the Lands providing that such are complied with.
8. Any registered municipal agreements and registered agreements and easements with suppliers of utilities including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service, providing such have been complied with.
9. All easements, agreements and by-laws registered on title to the Lands as of the Execution Date.
10. The Existing First Mortgage.

Note: Item No. 10 being Instrument No. ND54253 shall only constitute a Permitted Encumbrance in the event that the Purchaser proceeds with the Mortgage Assumption.

SCHEDULE "C"

LIST OF REIMBURSABLE ITEMS

[NTD: To be provided by Vendor]

Appendix “F”

DAVID CHONG

Barrister and Solicitor

Suite 202
1370 Don Mills Road
Don Mills, Ontario M3B 3N7
CANADA

Telephone No: (416) 510-2233
Facsimile No: (416) 510-2234
E-Mail: David@DavidChong.ca

January 31, 2024

Crowe Soberman Inc.
1100-2 St Clair Avenue East
Toronto, ON
M4T 2T5

Attention: Hans Rizarri, Partner, Corporate Recovery & Turnaround

Dear Sirs:

Re: John Mark Rivers

I have conducted a title search on the properties owned by John Mark Rivers at 101 Rolph Road, Baltimore, Ontario.

The properties are comprised of PINs:

1. 51126-0087,
2. 51126-0089,
3. 51126-0097,
4. 51126-0104, and
5. 51126-0105 (collectively the "**Property**").

The Property is subject to five Charges which are registered as follows:

1. ND54253 registered on November 10, 2010 in the amount of \$993,250 in favour of The Toronto-Dominion Bank,
2. ND125486 registered on November 2, 2015 in the amount of \$250,000 in favour of NCFJS Holdings Inc. and assigned to 1000534630 Ontario Inc.,
3. ND154591 registered on August 15, 2017 in the amount of \$727,116 in favour of NW Northwood Developments Inc. and assigned to 1000534630 Ontario Inc.,

4. ND178213 registered on February 13, 2019 in the amount of \$633,364 in favour of Chriscwe Holdings Inc., and
5. ND129903 registered on March 1, 2016 in the amount of \$50,000 in favour of Himelfarb Proszanski, Barristers & Solicitors.

Yours very truly,

DocuSigned by:
David Chang
05400DF67B114CA...

David Chong

Appendix “G”

Appendix “H”

PROPERTY DESCRIPTION: PT LT 31 CON 6 HALDIMAND PT 6, 39R1905; S/T MCG478; ALNWICK/HALDIMAND

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2008/08/25

OWNERS' NAMES
RIVERS, MARK
1095835 ONTARIO LTD

CAPACITY SHARE
JTEN
JTEN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2008/08/22 **						
**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: 2008/08/25 **						
CB52228	1969/05/16	BYLAW				C
CB80883	1976/03/09	AGREEMENT		*** DELETED AGAINST THIS PROPERTY ***		
MCG478	1978/03/29	PLAN EXPROPRIATION				C
REMARKS: EASEMENT						
39R1004	1978/12/22	PLAN REFERENCE				C
CB121626	1983/12/19	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	STAPLES, JOHN WELLINGTON	
CB121627	1983/12/19	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	STAPLES, JOHN WELLINGTON	
39R1905	1985/01/03	PLAN REFERENCE				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 #39

51126-0105 (LT)

PREPARED FOR David001
ON 2023/07/13 AT 15:57:22

* 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	
CB127147	1985/05/22	AGREEMENT		*** DELETED AGAINST THIS PROPERTY ***			
ND22671	2008/11/21	APL (GENERAL)		*** COMPLETELY DELETED *** STAPLES, JOHN WELLINGTON			
ND22672	2008/11/21	APL (GENERAL)		STAPLES, JOHN WELLINGTON		C	
ND22673	2008/11/21	APL (GENERAL)		STAPLES, JOHN WELLINGTON		C	
ND22771	2008/11/24	TRANSFER	\$16,500	STAPLES, JOHN WELLINGTON	RIVERS, MARK 1095835 ONTARIO LTD	C	
		<i>REMARKS: PLANNING ACT STATEMENTS</i>					
ND22772	2008/11/24	CHARGE	\$7,750	RIVERS, MARK 1095835 ONTARIO LTD	STAPLES, JOHN WELLINGTON STAPLES, MARIE ISABEL	C	
ND129903	2016/03/01	CHARGE	\$50,000	RIVERS, JOHN MARK RIVERS, MARK 1095835 ONTARIO LTD	HIMELFARB PROSZANSKI BARRISTERS & SOLICITORS	C	

Appendix “I”



Profile Report

1095835 ONTARIO INC. as of February 23, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	1095835 ONTARIO INC.
Ontario Corporation Number (OCN)	1095835
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	September 09, 1994
Date of revival	October 16, 2006
Registered or Head Office Address	4950 Yonge Street, 20th Fl Suite 2001, Toronto, Ontario, Canada, M2N 6K1

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

V. Quintanilla W.

Director/Registrar

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

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name J. MARK D. RIVERS
Address for Service 305 Milner Court, 212, Scarborough, Ontario, Canada, M1B
3V4
Resident Canadian Yes
Date Began September 20, 1994

Name J. MARK D. RIVERS
Address for Service 16 Elgin Street, 143, Thornhill, Ontario, Canada, L3T 4T4
Resident Canadian Yes
Date Began September 09, 1994

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

V. Quintanilla W.

Director/Registrar

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

Active Officer(s)

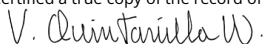
Name J. MARK D. RIVERS
Position President
Address for Service 305 Milner Court, 212, Scarborough, Ontario, Canada, M1B 3V4
Date Began September 20, 1994

Name J. MARK D. RIVERS
Position Secretary
Address for Service 305 Milner Court, 212, Scarborough, Ontario, Canada, M1B 3V4
Date Began September 20, 1994

Name J. MARK D. RIVERS
Position President
Address for Service 16 Elgin Street, 143, Thornhill, Ontario, Canada, L3T 4T4
Date Began September 09, 1994

Name J. MARK D. RIVERS
Position Secretary
Address for Service 16 Elgin Street, 143, Thornhill, Ontario, Canada, L3T 4T4
Date Began September 09, 1994

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



Director/Registrar

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

Corporate Name History

Name

1095835 ONTARIO INC.

Effective Date

September 09, 1994

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

V. Quintanilla W.

Director/Registrar

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Active Business Names

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

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

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

Name	GCN-STRATEGIC CONNECTIONS
Business Identification Number (BIN)	180638603
Status	Inactive - Expired
Registration Date	June 11, 2008
Expired Date	June 10, 2013

Name	PEO
Business Identification Number (BIN)	170043764
Status	Inactive - Cancelled
Registration Date	January 11, 2007
Cancelled Date	February 03, 2009

Name	PRESIDENTS OF ENTERPRISING ORGANIZATIONS
Business Identification Number (BIN)	170043749
Status	Inactive - Cancelled
Registration Date	January 11, 2007
Cancelled Date	February 03, 2009

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

V. Quintanilla W.

Director/Registrar

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

Document List

Filing Name	Effective Date
Annual Return - 2006 PAF: MARK RIVERS - DIRECTOR	January 24, 2009
Annual Return - 2007 PAF: MARK RIVERS - DIRECTOR	January 24, 2009
Annual Return - 2005 PAF: MARK RIVERS - DIRECTOR	March 03, 2007
CIA - Notice of Change PAF: J. MARK D. RIVERS - DIRECTOR	November 27, 2006
BCA - Articles of Revival	October 16, 2006
BCA - Cancelled Request CT 241(4)	February 21, 2005
CTA - Default Corporations Tax Act	October 18, 2004
CIA - Notice of Change PAF: J. MARK D. RIVERS - DIRECTOR	June 05, 1996
BCA - Special Resolution	September 30, 1994
CIA - Initial Return PAF: J. MARK D. RIVERS - DIRECTOR	September 30, 1994
BCA - Articles of Incorporation	September 09, 1994

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

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

V. Quintanilla W.

Director/Registrar

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

Appendix “J”

Subject: problem pin and 1095835 Ontario Inc.
Sent: 2024-02-26, 10:39:10 AM
From: Hans Rizarri<Hans.Rizarri@CroweSoberman.com>
To: Daniel Posner; Zach Zelewicz
Attachments: [1095835 - Profile Report_EN.pdf](#)

From: Aram Simovonian <aram@sclawpartners.ca>
Sent: Friday, February 23, 2024 11:46 AM
To: Ian Klaiman <IKlaiman@lzwlaw.com>; Jason Spetter <jspetter@szklaw.ca>
Cc: Gary Caplan <gary@sclawpartners.ca>; Annessa Cenerini <annessa@sclawpartners.ca>; 'David Chong' <david@davidchong.ca>
Subject: 02192 / RECEIVERSHIP: CROWE SOBERMAN : Chriscwe Holdings Inc. v Oasis Global Inc. et al

CAUTION : This email originated from outside of the Crowe Soberman organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good Morning, Jason and Ian:

The Receiver has learned PIN 51126-0105 (LT) is owned by Mr. Rivers and 1095835 Ontario Inc.

According to the Corporate Profile Report, attached, Mr. Rivers is the director and officer of the company. Pursuant to the provisions of the Receivership Order, the Receiver now makes demand for the production of all documents with respect to the following:

- a. the incorporation of the company;
- b. the articles of incorporation;
- c. a copy of the Minute Book including the Shareholders Register; and
- d. all documents in connection with the granting of mortgages described as ND2272 and ND129903.

We ask that this information be provided to us as soon as possible but no later than Monday, February 26, 2024, by 5:00 p.m.

Thank you,

Aram Simovonian
Lawyer

SCALZI CAPLAN LLP
20 Caldari Road Unit #2
Vaughan, ON L4K 4N8
O: 416.548.7989
C: 647.677.8009
E: aram@sclawpartners.ca



Confidentiality Notice:

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