

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

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

ZONIX HOMES INC., ZONIX DUDLEY INC., DENIX CORPORATION, PEJVAK
GROUP LTD., DEZ BUILDING INC., LIFELONG SUPPORT
CORPORATION, PARADISE CO. INC., ELEVO CONSULTING GROUP INC.,
DIBA PREMIER GROUP INC., HANNAH PREMIER GROUP INC., PRO VOLO
INC., FARNA CORPORATION, and BEVERNIK LTD.

Respondents

AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

**AIDE MEMOIRE OF VECTOR FINANCIAL SERVICES LIMITED AND OLYMPIA TRUST
COMPANY**

RECEIVERSHIP APPLICATION RETURNABLE SEPTEMBER 22, 2026

September 21, 2026

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TO: THE SERVICE LIST

1. This Aide Memoire is filed to provide the Court with background regarding the within receivership application (the “**Receivership Application**”) and to update the Court on developments since the August 21, 2026 return date.¹

2. Vector Financial Services Limited and Olympia Trust Company (collectively, “**Vector**”) are the first ranking secured creditors of Zonix Homes Inc. and Zonix Dudley Inc. (collectively, the “**Nominees**”) and in respect of the Real Property.² As of September 20, 2026, the Nominees’ indebtedness to Vector under the Vector Loan was approximately \$25,450,000.³

3. Cameron Stephens’ Notice of Application commencing the Receivership Application was issued and delivered to counsel for the Debtors⁴ on May 28, 2026. Cameron Stephens’ Application Record relating to the Receivership Application (the “**Application Record**”) was served on the service list for this matter on June 18, 2026.⁵

4. The Receivership Application was initially returnable on August 12, 2026.⁶

5. As set out in Justice Black’s Endorsement dated August 12, 2026, the Receivership Application was adjourned to August 21, 2026 to allow the parties to determine whether certain conditions relating to the Nominees’ proposed sale of the Real Property would be waived.⁷ The proposed sale is governed by an Agreement of Purchase and Sale between the Nominees and

¹ Capitalized terms used in this Aide Memoire and not otherwise defined have the meanings given to them in the Affidavit of Mark O’Duffy sworn June 9, 2026 (the “**O’Duffy Affidavit**”), Tab 2 of the Application Record of Cameron Stephens dated June 18, 2026 (the “**Application Record**”).

² O’Duffy Affidavit at paras 35-38 and Exhibits “B”, “D”, “X” and “Z” Application Record, Tab 2.

³ O’Duffy Affidavit at Exhibit “HH”, Application Record, Tab 2.

⁴ The term “Debtors” includes all of the Respondents.

⁵ Supplementary Affidavit of Yupei (Summer) Xia sworn September 21, 2026 (the “**Xia Affidavit**”) at para 3 and Exhibit “A”.

⁶ Xia Affidavit at para 8.

⁷ Xia Affidavit at para 9 and Exhibit “B”.

17767749 Canada Inc. (as assigned to De Shan Foundation Inc.) (the “**Purchaser**”) dated April 27, 2026 (the “**APS**”).⁸

6. On August 19, 2026, the due diligence condition was waived.⁹ Certain other conditions, however, remained outstanding, including the financing condition, the development and intended use condition and the environmental condition.

7. As set out in Justice Koehnen’s Endorsement dated August 21, 2026, the Receivership Application was adjourned from August 21, 2026 to September 22, 2026 to provide the parties with additional time to determine whether the remaining conditions would be waived.¹⁰

8. On August 21, 2026, counsel for the Debtors emailed counsel for Vector and counsel for Cameron Stephens to advise that the Purchaser had informed the Nominees that the Purchaser’s lender would provide a financing letter of intent during the week of August 24, 2026.¹¹

9. Later that day, counsel for Vector emailed counsel for the Debtors to (a) request confirmation of the amount of financing required by the Purchaser to close the transaction under the APS; and (b) advise that, if financing were the only remaining condition to the APS becoming firm, Vector might be able to provide bridge financing.¹²

10. On August 24, 2026, counsel for Vector again emailed counsel for the Debtors to (a) reiterate Vector’s request for confirmation of the quantum of financing required and its potential offer of bridge financing; and (b) request that any financing letter of intent provided by the Purchaser to the Debtors be shared immediately with Vector and Cameron Stephens.¹³

⁸ Affidavit of Reza Esfahany sworn July 3, 2026 at Exhibit “O”, Tab 1 of the Responding Motion Record of Zonix Homes Inc., et al. dated July 3, 2026.

⁹ Xia Affidavit at para 10 and Exhibit “C”.

¹⁰ Xia Affidavit at para 12 and Exhibit “D”.

¹¹ Xia Affidavit at para 14 and Exhibit “F”.

¹² *Ibid.*

¹³ *Ibid.*

11. On the same date, counsel for the Debtors sent a letter to counsel for Cameron Stephens and counsel for Vector regarding the August 21, 2026 attendance before the Court.¹⁴ The letter concluded by stating: “All that said, my client’s [sic] position remains that if the Financing Conditions [sic] is not waived, they will not oppose the appointment of a receiver.”

12. On August 31, 2026, counsel for Vector followed up on its correspondence described above.¹⁵

13. On September 9, 2026, counsel for Cameron Stephens advised counsel for the Debtors that Cameron Stephens would consent to a further 30-day adjournment of the Receivership Application only if, among other things:

- (a) the financing condition was waived;
- (b) the sale transaction was firm;
- (c) there was evidence that the Debtors would have sufficient funds on closing to repay all financial encumbrances in full; and
- (d) there were no further rights to extend the closing date.¹⁶

14. To date, neither the Debtors nor their counsel has substantively responded to the correspondence described above from counsel for Vector or counsel for Cameron Stephens.¹⁷

15. On September 18, 2026 at 4:42 p.m., counsel for the Debtors emailed counsel for Vector and counsel for Cameron Stephens an APS amending agreement dated September 17, 2026 (the “**APS Amendment**”). The APS Amendment purported to extend the financing condition date

¹⁴ Xia Affidavit at para 13 and Exhibit “E”.

¹⁵ Xia Affidavit at para 14 and Exhibit “F”.

¹⁶ Xia Affidavit at para 15 and Exhibit “G”.

¹⁷ Xia Affidavit at paras 14 and 16.

from September 19, 2026 to October 8, 2026, provided that certain conditions were satisfied by 5:00 p.m. on September 18, 2026. If those conditions were not satisfied by that deadline, the extension and the APS would become null and void, and the deposit would be returned to the Purchaser in full.¹⁸

16. This correspondence was the first disclosure to Vector or Cameron Stephens, or their respective counsel, of a possible extension of the financing condition date. Neither Vector nor Cameron Stephens was consulted regarding the proposed extension or the terms on which either lender might support it.

17. On September 18, 2026 at 5:39 p.m., counsel for the Debtors confirmed that he had not received the documentation required to satisfy one of the conditions to the APS Amendment, namely, a letter from the Purchaser addressed to Vector explaining the reason for the requested financing extension.¹⁹ Accordingly, the APS appears to have become null and void at 5:00 p.m. on September 18, 2026.

18. The APS Amendment does not address whether the transaction is otherwise firm, whether the financing condition date may be extended again, or whether the closing date may be extended if the financing condition is ultimately waived.

19. As of September 20, 2026, the Debtors' indebtedness to Vector and Cameron Stephens was approximately \$29.9 million, together with interest, fees and expenses that continue to accrue. Interest accrues under the loans in the aggregate amount of approximately \$280,000 per month.²⁰

¹⁸ Xia Affidavit at para 17 and Exhibit "I". See sections 4-6 of the APS Amendment.

¹⁹ Xia Affidavit at para 18 and Exhibit "J".

²⁰ O'Duffy Affidavit at Exhibits "FF" and "HH", Application Record Tab 2.

20. Given the interest accruing under the loans, the purchase price of \$30,400,000 under the APS (had the APS Amendment become effective and the APS not been terminated), before payment of the Debtors' legal fees, property taxes, utilities or other priority amounts required to complete the transaction, will be insufficient to repay the lenders in full in less than 60 days.

21. There is no evidence that the transaction will close within that period. Nor is there any valuation evidence in the record indicating that the Real Property has any equity. Rather, the purported extension under the APS and the lack of transparency and communication by the Debtors or their counsel with Vector and Cameron Stephens or their respective counsel suggest that the conditions to closing, or the closing itself, may be extended further and that a shortfall on the indebtedness is likely.

22. No payments have been made under the Vector Loan since before Vector issued its demand letters and notices of intention to enforce security under section 244 of the *Bankruptcy and Insolvency Act* (Canada) on May 4, 2026.²¹ In addition, more than three months have passed since service of the Application Record.

23. For the reasons outlined above, and the reasons set out in Cameron Stephens' factum,²² it is now just and convenient to appoint a receiver.

24. Vector supports Cameron Stephens' application for a receivership order in the form proposed by Cameron Stephens.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 21st day of September, 2026.


CASSELS BROCK & BLACKWELL LLP

²¹ O'Duffy Affidavit at Exhibit "GG", Application Record Tab 2.

²² Factum of Cameron Stephens dated July 22, 2026 at para 63.

CAMERON STEPHENS MORTGAGE CAPITAL LTD.
Applicant

-and- ZONIX HOMES INC., et al.
Respondents

Court File No. CL-26-00000255-0000

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PROCEEDING COMMENCED AT
TORONTO

**AIDE MEMOIRE OF VECTOR FINANCIAL SERVICES
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