

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

B E T W E E N:

**LAURENTIAN BANK OF CANADA**

Applicant

- and -

**2145744 ONTARIO LIMITED**

Respondent

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

**APPLICATION RECORD**

November 28, 2019

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

**George Benchetrit (LSO No. 34163H)**

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**Lawyers for the Applicant**

TO: **SERVICE LIST**

# INDEX

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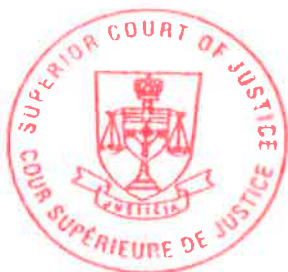
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# TAB 1



CV-19-00631895-0002  
Court File No.

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

BETWEEN:

**LAURENTIAN BANK OF CANADA**

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- and -

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

**NOTICE OF APPLICATION**

**TO THE RESPONDENT(S)**

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

**THIS APPLICATION** will come on for a hearing on a date to be scheduled at 10:00 a.m., before a judge presiding over the Commercial List at 330 University Avenue, 8th Floor, Toronto, Ontario M5G 1R7.

**IF YOU WISH TO OPPOSE THIS APPLICATION**, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

**IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION**, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

**IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.**

Date NOV 28 2019

Issued by 

Local Registrar  
**Alexandra Medeiros Cardoso**  
Registrar, Superior Court of Justice

Address of court office: Superior Court of Justice  
330 University Avenue, 9th Floor *AL*  
Toronto, Ontario M5G 1R7

TO: **SERVICE LIST**

## APPLICATION

1. The Applicant, Laurentian Bank of Canada (“**LBC**” or the “**Bank**”), makes application for:
  - (a) an order, if necessary, lifting the stay of proceedings imposed under the Amended Receivership Order dated September 30, 2019 in the action under court file no. CV-19-00628293-00CL (the “**CIBC Action**”) to permit the bringing of this application and the relief requested herein;
  - (b) an order validating service of this Notice of Application and the Application Record in the manner effected, abridging the time for service thereof (if necessary), and dispensing with service thereof on any party other than the parties served;
  - (c) an order, substantially in the form included in the Application Record, appointing KSV Kofman Inc. (“**KSV**”) as receiver of the property, assets and undertaking of 2145744 Ontario Limited (“**744**” or the “**Debtor**”) pursuant to Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3 (the “**BIA**”), and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the “**CJA**”);
  - (d) an order discharging BDO Canada Limited (“**BDO**”) as receiver of the Debtor; and
  - (e) such further and other relief as this Honourable Court may deem just.
2. The grounds for the application are:

### **The Debtor and the Property**

- (a) The Debtor owns real property municipally known as 203 Indian Road South, Sarnia, Ontario (the “**Indian Road Property**”).



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- (b) The officers and directors of the Debtor are Mandhir Singh Dhillon (“**Mandhir**”) and Sarbjit Singh Dhillon (“**Sarbjit**”).
- (c) The following businesses are operated at the Indian Road Property:
  - (i) a Shell-branded gas station and convenience store operated by a related company, 2145754 Ontario Limited (“**754**”); and
  - (ii) a Burger King restaurant operated by another related company, 2542372 Ontario Inc.

#### **Loan to the Debtor**

- (d) The Bank provided a loan to the Debtor in the amount of \$4,000,000 (the “**Loan**”) pursuant to an Offer of Finance dated March 13, 2018 (the “**Offer of Finance**”) and as security obtained (among other things):
  - (i) a Charge/Mortgage of Land in the principal amount of \$4,000,000, which was registered on title to the Indian Road Property on April 3, 2018 (the “**LBC Mortgage**”). The LBC Mortgage ranks in first position;
  - (ii) a general assignment of rents and a general security agreement dated March 28, 2018 (the “**744 GSA**”). LBC’s security interest against the Debtor’s personal property also ranks in first position.
- (e) 754 guaranteed repayment of the Loan. As security for 754’s obligations to LBC, 754 signed a general security agreement agreement dated March 28, 2018. It is LBC’s understanding that CIBC has a first-ranking security interest over the

personal property of 754. While LBC has not been provided with details of the debt owed by 754 to CIBC, it is LBC's current understanding that the liabilities owed by 754 to CIBC far outweigh the realizable value of 754's assets.

**Default by 744**

- (f) On September 30, 2019, CIBC obtained the following court orders in the CIBC Action on an *ex parte* basis:
- (i) an order appointing BDO as receiver over all of the assets, undertakings and properties of 744, 754 and other related companies (the "**BDO Receivership Order**"); and
  - (ii) a Mareva Order freezing assets of various parties on certain terms as described therein.
- (g) In a separate proceeding commenced by Bank of Montreal (the "**BMO Action**") as first-ranking secured creditor of some of the companies subject to the CIBC Action, an order was issued on October 30, 2019 which carved out those companies from the BDO Receivership Order and appointed MNP Ltd. as receiver over those companies.
- (h) Materials filed in support of the court orders described above in both the CIBC Action and the BMO Action have been sealed by this Court.
- (i) The appointment of a receiver over 744 in the CIBC Action represents an event of default under the Loan and the 744 GSA. Pursuant to the Offer to Finance and the

- 6 -

744 GSA, 744 agreed that, upon default, LBC is entitled to the appointment of a receiver over 744's assets.

**LBC's Request for the Appointment of a Receiver**

- (j) By letter to LBC's counsel dated October 31, 2019, counsel for BDO indicated, among other things, as follows:

*We have enclosed for your reference a profit and loss statement in respect of the gas station ... The Receiver is considering next steps in respect of 744, 754, the 744 Property and the gas station operations, including ... selling the property as part of a court-supervised sales process. We are writing to set up a call to discuss Laurentian's views on a path forward and what involvement Laurentian proposes to have in respect of such a path forward.*

- (k) Since the date of that letter, LBC and its counsel have corresponded and held calls with BDO in an attempt to obtain information and address concerns identified by LBC in relation to the potential sale of 744's property.
- (l) To date, LBC's concerns have not been addressed, and as a result, LBC has concluded that it must protect its interests by seeking the appointment of a separate receiver over 744's property.
- (m) There will not be any prejudice to any of the Dhillon companies' stakeholders arising from the appointment of a separate receiver for 744. The receivers for the different estates would be at liberty to coordinate with each other in respect of any sale process if they deem it appropriate or necessary to do so.
- (n) LBC proposes that KSV be appointed as receiver over 744 and KSV has agreed to accept the appointment.

**Statutory and Other Grounds**

- (o) Section 243 of the *BIA*, and Section 101 of the CJA.
  - (p) Rules 1.04(1), 1.05, 2.01, 2.03, 3.02, and 38 of the *Rules of Civil Procedure*.
  - (q) Such further and other grounds as the lawyers may advise.
3. The following documentary evidence will be used at the hearing of the application:
- (a) the Affidavit of Christopher Corcoran sworn November 28, 2019 and the exhibits thereto; and
  - (b) such further and other evidence as the lawyers may advise and this Honourable Court may permit.

November 28, 2019

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**Lawyers for the Applicant**

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Applicant

-and-

2145744 ONTARIO LIMITED  
CV-19-00631895 Respondent  
Court File No.

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
PROCEEDING COMMENCED AT  
TORONTO

**NOTICE OF APPLICATION**

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Toronto, Ontario M2N 7E9

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**Lawyers for the Applicant**

# TAB 2

Court File No.

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**AFFIDAVIT OF CHRISTOPHER CORCORAN**

(sworn November 28<sup>th</sup>, 2019)

I, Christopher Corcoran, of the City of Montreal, in the Province of Quebec, hereby MAKE OATH AND SAY AS FOLLOWS:

1. I am a Manager in the Special Loans department of the Applicant, Laurentian Bank of Canada (“**LBC**”), with current responsibility for LBC’s loan to the Respondent, 2145744 Ontario Limited (“**744**” or the “**Debtor**”). As such, I have knowledge of the matters to which I depose in this affidavit. The facts set forth herein are within my personal knowledge or determined from the face of the documents attached hereto as exhibits and/or from information and advice provided to me from others. Where matters deposed to herein are based upon information and advice, I have identified the sources of the information and advice and I verily believe same to be true.

2. This affidavit is sworn in support of an application by LBC for an order appointing KSV Kofman Inc. (“**KSV**”) as receiver (“**Receiver**”) of the property, assets and undertakings of 744.

### **THE DEBTOR AND THE PROPERTY**

3. 744 is a corporation governed by the *Business Corporations Act* (Ontario) and has its registered office located in Chatham, Ontario. The officers and directors of 744 are Mandhir Singh Dhillon (“**Mandhir**”) and Sarbjit Singh Dhillon (“**Sarbjit**”). Attached hereto and marked as **Exhibit “A”** is a copy of a Corporation Profile Report for 744 obtained on November 18, 2019.

4. 744 is the registered owner of land and premises municipally known as 203 Indian Road South, Sarnia, Ontario (the “**Indian Road Property**”). A copy of the parcel register for the Indian Road Property issued on November 15, 2019 is attached hereto and marked as **Exhibit “B”**.

5. The Indian Road Property contains a Shell-branded retail gas station, a “Shell Shop” convenience store and a Burger King restaurant. The Shell station and convenience store are operated by 2145754 Ontario Limited (“**754**”), a company owned and/or controlled by the Dhillon family. The Burger King restaurant is owned and operated by 2542372 Ontario Inc., another company owned and or controlled by the Dhillon family, which rents its premises from 744.

### **LOAN TO THE DEBTOR**

#### **744**

6. On March 13, 2018, LBC provided a loan to 744 in the amount of \$4,000,000 (the “**Loan**”) pursuant to an Offer of Finance dated March 13, 2018 (the “**Offer of Finance**”). A copy of the Offer of Finance is attached hereto and marked as **Exhibit “C”**.



7. As security for the Loan, 744 provided a Charge/Mortgage over the Indian Road Property to LBC in the principal amount of \$4,000,000. The Charge/Mortgage was registered on title to the Indian Road Property on April 3, 2018 as Instrument No. LA200573 (the “**LBC Mortgage**”). The LBC Mortgage incorporates standard charge terms no. 201010 (the “**Standard Charge Terms**”). Attached hereto and collectively marked as **Exhibit “D”** are copies of the LBC Mortgage and the Standard Charge Terms.

8. In connection with the Loan, 744 also signed and granted to LBC, among other things:

- (a) a Promissory Note in the principal amount of \$4,000,000 dated April 2, 2018, a copy of which is attached hereto and marked as **Exhibit “E”**;
- (b) a General Assignment of Rents registered on title to the Indian Road Property on April 3, 2018, a copy of which is attached hereto and marked as **Exhibit “F”**; and
- (c) a General Security Agreement dated March 28, 2018 between 744 and LBC (the “**744 GSA**”), a copy of which is attached hereto and marked as **Exhibit “G”**.

9. A *Personal Property Security Act (Ontario)* (“**PPSA**”) financing statement was registered by LBC against 744 on March 27, 2018 against all personal property collateral classifications other than consumer goods and motor vehicles. Attached hereto and marked as **Exhibit “H”** is a copy of the Personal Property Security Registration System Enquiry Response Certificate (“**PPSR Certificate**”) for 744 current as of November 8, 2019.

10. The amount currently owed under the Loan is approximately \$3.72 million plus costs.

**Guarantors**

11. In connection with the Loan, 754, 908593 Ontario Limited (“**593**”), Sarbjit and Mandhir signed the following documents:

- (a) a Guarantee by 754 dated March 28, 2018, a copy of which is attached hereto and marked as **Exhibit “I”**;
- (b) a General Security Agreement from 754 dated March 28, 2018, a copy of which is attached hereto and marked as **Exhibit “J”**;
- (c) a Postponement of Claim by 754 dated March 28, 2018, a copy of which is attached hereto and marked as **Exhibit “K”**;
- (d) a Guarantee by 593, a company owned and/or controlled by the Dhillon family, dated March 28, 2018, a copy of which is attached hereto and marked as **Exhibit “L”**;
- (e) a Postponement of Claim by 593 dated March 28, 2018, a copy of which is attached hereto and marked as **Exhibit “M”**;
- (f) a Guarantee by Sarbjit dated March 28, 2018, a copy of which is attached hereto and marked as **Exhibit “N”**;
- (g) a Postponement of Claim by Sarbjit dated March 28, 2018, a copy of which is attached hereto and marked as **Exhibit “O”**;
- (h) a Guarantee by Mandhir dated March 28, 2018, a copy of which is attached hereto and marked as **Exhibit “P”**; and

- (i) a Postponement of Claim by Mandhir dated March 28, 2018, a copy of which is attached hereto and marked as **Exhibit “Q”**.

## **OTHER KNOWN CREDITORS**

### **744**

12. It appears from the parcel register for the Indian Road Property that aside from the LBC Mortgage, the only other mortgage on title was registered on October 9, 2018 in favour of Gurcharan Bajwa (the “**Bajwa Mortgage**”). Attached hereto and marked as **Exhibit “R”** is a copy of the Bajwa Mortgage.

13. On November 8, 2019, a construction lien was registered on title to the Indian Road Property by Di Cocco Contractors (2015) Inc. in the amount of \$67,037 (the “**Construction Lien**”). Attached hereto and marked as **Exhibit “S”** is a copy of the Construction Lien.

14. The PPSR Certificate for 744 shows a registration by Canadian Imperial Bank of Commerce (“**CIBC**”) prior in time to LBC’s registration. Pursuant to a Postponement dated March 27, 2018, a copy of which is attached hereto and marked as **Exhibit “T”**, CIBC’s interest in 744’s personal property was subordinated in favour of LBC.

### **754**

15. Attached hereto and marked as **Exhibit “U”** is a copy of a PPSR Certificate for 754 current as of November 8, 2019.

16. It is LBC’s understanding that CIBC has a first-ranking security interest over the personal property of 754. While LBC has not been provided with details of the debt owed by 754 to CIBC,

it is LBC's current understanding that the liabilities owed by 754 to CIBC (as a result of direct claims by CIBC against 754 combined with claims by CIBC against 754 arising from debts of related parties guaranteed by 754) far outweigh the realizable value of 754's assets.

#### **DEFAULT BY 744**

17. On September 30, 2019, CIBC obtained the following court orders on an *ex parte* basis in the matter bearing court file no. CV-19-00628293-00CL (the "**CIBC Action**"):

- a) Amended Receivership Order appointing BDO Canada Limited ("**BDO**") as receiver over all of the assets, undertakings and properties of 593, operating as Eagle Travel Plaza, 1393382 Ontario Limited, 744, 754, 1552838 Ontario Inc., 2189788 Ontario Inc., 2123618 Ontario Limited, 1849722 Ontario Ltd., 2469244 Ontario Limited, 2364507 Ontario Limited, 1254044 Ontario Limited and 2612550 Ontario Limited (collectively, the "**Defendants**"), dated September 30, 2019 (the "**BDO Receivership Order**"). Attached hereto and marked as **Exhibit "V"** is a copy of the BDO Receivership Order;
- b) Amended Mareva Order dated October 7, 2019. Attached hereto and marked as **Exhibit "W"** is a copy of that order;
- c) Order dated October 30, 2019 (Further Particularizing Assets of the Defendants, Simranjit Dhillon, Mandhir, Sarbjit and Mandeep Dhillon). Attached hereto and marked as **Exhibit "X"** is a copy of that order.

18. LBC had no knowledge of the CIBC Action nor of the appointment of BDO as receiver until it was served with copies of the orders listed above later in October 2019. The court material supporting these orders has been sealed and has not been made available to LBC.

19. The appointment of a receiver over 744's assets represents an event of default under the Loan and the 744 GSA. Pursuant to the Offer to Finance and the 744 GSA, 744 agreed that, upon default, LBC is entitled to the appointment of a receiver over 744's assets.

20. On October 30, 2019, Bank of Montreal, as a creditor of certain other Dhillon family companies holding first-ranking mortgages and other security over certain properties, obtained an Order from this Court which (i) carved out some of the companies and properties subject to the BDO Receivership Order, namely 1786675 Ontario Limited, 2034039 Ontario Inc, 2660556 Ontario Limited, 2541899 Ontario Limited, and (ii) appointed MNP Ltd. ("MNP") as receiver over assets and undertakings of those companies (the "**MNP Receivership Order**"). Attached hereto and marked as **Exhibit "Y"** is a copy of the MNP Receivership Order.

21. As in the CIBC Action, materials filed in support of the MNP Receivership Order have also been sealed by the Court.

### **LBC'S REQUEST FOR THE APPOINTMENT OF A RECEIVER**

22. By letter to LBC's counsel dated October 31, 2019<sup>1</sup>, counsel for BDO indicated, among other things, as follows:

We have enclosed for your reference a profit and loss statement in respect of the gas station ... The Receiver is considering next steps in respect of 744, 754,

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<sup>1</sup> A copy of this letter has not been appended to this affidavit due to the possibility that certain of its contents are considered by BDO to be sensitive in nature, but it will be made available to the Court at the return of LBC's application.

the 744 Property and the gas station operations, including ... selling the property as part of a court-supervised sales process. We are writing to set up a call to discuss Laurentian's views on a path forward and what involvement Laurentian proposes to have in respect of such a path forward.

23. Since the date of that letter, LBC and its counsel have corresponded and held calls with BDO in an attempt to obtain information and address concerns identified by LBC in relation to the potential sale of 744's property.

24. To date, LBC's concerns have not been addressed, and as a result, LBC has concluded that it must protect its interests by seeking the appointment of a separate receiver over 744's property.

25. The concerns of LBC include but are not limited to:

- a) the costs incurred to date by BDO which may affect the Indian Road Property, without consultation with LBC;
- b) BDO has not to date provided to LBC a breakdown of the fees and expenses incurred as between the Indian Road Property (i.e., taking possession of the property, maintaining insurance over the property, utilities and property taxes) vs. operating the gas station / convenience store operated by 754, nor has a cash flow projection for 744 specifically been provided;
- c) the allocation of costs incurred to date and going forward as between the Indian Road Property and the gas station / retail store operations, given that these assets and the companies that own them have different primary stakeholders and funding requirements;

- d) various decisions made and to be made on behalf of the 744 and 754 receivership estates which have placed and will place BDO in conflict with itself, absent consensus among the primary stakeholders in both estates;
- e) various considerations arising in a sale process that will place BDO in conflict with itself, including but not limited to offers being submitted for multiple assets currently falling within the BDO Receivership, absent consensus among the primary stakeholders in respect of such estates, and absent prior guidelines for the resolution of such conflicts having been agreed upon among the stakeholders and BDO;
- f) negotiating arrangements between two counterparties, both of which currently fall within BDO's current mandate, such as the rent to be collected by 744 from 754 in relation to 754's occupation of the Indian Road Property; and
- g) BDO has not to date confirmed that it agrees that the operating losses being suffered in respect of the gas station / convenience store will be borne by 754 rather than 744.<sup>2</sup>

26. LBC does not believe there will be any prejudice to any of the Dhillon companies' stakeholders arising from the appointment of a separate receiver for 744. The receivers for the different estates would be at liberty to coordinate with each other in respect of any sale process if they deem it appropriate or necessary to do so.

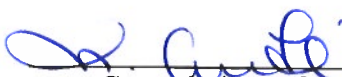
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<sup>2</sup> BDO has provided LBC with projected operating results for the gas station and convenience store operated by 754 which are potentially considered sensitive by BDO. LBC will provide a copy of the projection to the Court at the return of its application.

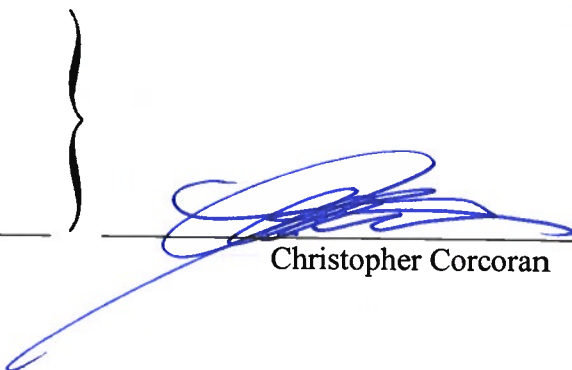
27. LBC proposes that KSV be appointed as Receiver. KSV has agreed to accept the appointment and a copy of its consent is attached hereto and marked as **Exhibit “Z”**.

28. This affidavit is sworn in support of LBC’s receivership application and for no other or improper purpose.

**SWORN BEFORE ME** at the City of Montreal, in the Province of Quebec on November 28<sup>th</sup>, 2019



Commissioner for Taking Affidavits  
*(or as may be)*



Christopher Corcoran





LAURENTIAN BANK OF CANADA  
Applicant

-and-

2145744 ONTARIO LIMITED  
Respondent

Court File No.

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

PROCEEDING COMMENCED AT  
TORONTO

**AFFIDAVIT OF CHRISTOPHER CORCORAN**  
(sworn November 28<sup>th</sup>, 2019)

**CHAITONS LLP**  
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Toronto, Ontario M2N 7E9

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**Lawyers for the Applicant**

**THIS IS EXHIBIT "A" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*



Request ID: 023852341  
 Transaction ID: 73720885  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2019/11/18  
 Time Report Produced: 15:27:29  
 Page: 1

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2145744	2145744 ONTARIO LIMITED	2007/08/20
		Jurisdiction
		ONTARIO
		Former Jurisdiction
		NOT APPLICABLE
Corporation Type	Corporation Status	
ONTARIO BUSINESS CORP.	ACTIVE	
Registered Office Address		Date Amalgamated
191 KEIL DRIVE SOUTH		NOT APPLICABLE
		Amalgamation Ind.
		NOT APPLICABLE
		New Amal. Number
		NOT APPLICABLE
		Notice Date
		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
Mailing Address		Revival Date
191 KEIL DRIVE SOUTH		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE
		Number of Directors
		Minimum
		Maximum
		00002
		00002
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE
Activity Classification		
NOT AVAILABLE		

Request ID: 023852341  
 Transaction ID: 73720885  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2019/11/18  
 Time Report Produced: 15:27:29  
 Page: 2

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2145744	2145744 ONTARIO LIMITED

Corporate Name History	Effective Date
2145744 ONTARIO LIMITED	2007/08/20

Current Business Name(s) Exist:	NO
Expired Business Name(s) Exist:	NO

Administrator: Name (Individual / Corporation)	Address
MANDHIR SINGH DHILLON	39 ROSE AVENUE  TILBURY ONTARIO CANADA N0P 2L0

Date Began	First Director	
2007/08/20	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

Request ID: 023852341  
Transaction ID: 73720885  
Category ID: UNE

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2019/11/18  
Time Report Produced: 15:27:29  
Page: 3

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

2145744

**Corporation Name**

2145744 ONTARIO LIMITED

**Administrator:****Name (Individual / Corporation)**

MANDHIR  
SINGH  
DHILLON

**Address**

39 ROSE AVENUE

TILBURY  
ONTARIO  
CANADA NOP 2L0

**Date Began**

2007/08/20

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

SECRETARY

**Resident Canadian**

Y

**Administrator:****Name (Individual / Corporation)**

MANDHIR  
SINGH  
DHILLON

**Address**

39 ROSE AVENUE

TILBURY  
ONTARIO  
CANADA NOP 2L0

**Date Began**

2007/08/20

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

TREASURER

**Resident Canadian**

Y

Request ID: 023852341  
 Transaction ID: 73720885  
 Category ID: UNE

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2019/11/18  
 Time Report Produced: 15:27:29  
 Page: 4

## CORPORATION PROFILE REPORT

### Ontario Corp Number

2145744

### Corporation Name

2145744 ONTARIO LIMITED

### Administrator:

#### Name (Individual / Corporation)

SARBJIT  
 SINGH  
 DHILLON

#### Address

60 ROSE AVENUE  
  
 TILBURY  
 ONTARIO  
 CANADA NOP 2L0

### Date Began

2007/08/20

### First Director

NOT APPLICABLE

### Designation

DIRECTOR

### Officer Type

### Resident Canadian

Y

### Administrator:

#### Name (Individual / Corporation)

SARBJIT  
 SINGH  
 DHILLON

#### Address

60 ROSE AVENUE  
  
 TILBURY  
 ONTARIO  
 CANADA NOP 2L0

### Date Began

2007/08/20

### First Director

NOT APPLICABLE

### Designation

OFFICER

### Officer Type

PRESIDENT

### Resident Canadian

Y

Request ID: 023852341  
Transaction ID: 73720885  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2019/11/18  
Time Report Produced: 15:27:29  
Page: 5

## CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2145744

2145744 ONTARIO LIMITED

Last Document Recorded

Act/Code Description

Form

Date

CIA ANNUAL RETURN 2018

1C

2019/06/30 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

**THIS IS EXHIBIT "B" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*





LAND  
REGISTRY  
OFFICE #25

43226-0127 (LT)

PREPARED FOR caterina  
ON 2019/11/15 AT 15:36:58

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

PROPERTY DESCRIPTION: PT LT 37-38 RANGE 6 PL 16 1/2 SARNIA CITY AS IN L916481 & L899212, AMENDED BY DECLARATION L901383; SARNIA

PROPERTY REMARKS: PLANNING ACT CONSENT AS IN L295169. PLANNING ACT CONSENT AS IN L586484.

ESTATE/QUALIFIER:  
FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
2006/04/24

OWNERS' NAMES  
2145744 ONTARIO LIMITED

CAPACITY SHARE  
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2006/04/21 **						
**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: 2006/04/24 **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
PLSA16Y	1874/02/13	PLAN SUBDIVISION				C
L567138	1985/10/29	AGREEMENT		*** COMPLETELY DELETED ***	CITY OF SARNIA	
L568602Z	1985/11/22	REST COV APL ANNEX		*** COMPLETELY DELETED ***		
25R4614	1986/10/24	PLAN REFERENCE				C
L586484Z	1986/11/05	REST COV APL ANNEX		*** COMPLETELY DELETED ***		
L590462Z	1987/01/27	REST COV APL ANNEX		*** COMPLETELY DELETED ***		
L709567	1992/02/03	ASSIGNMENT LEASE		*** COMPLETELY DELETED ***		

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 #25

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PREPARED FOR caterina  
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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
L724648Z	1992/11/13	REST COV APL ANNEX		*** COMPLETELY DELETED ***	CANADA TRUSTCO MORTGAGE COMPANY	
L730111	1993/03/04	RELEASE <i>REMARKS: L567138</i>				C
L759875	1994/10/17	AGREEMENT		*** COMPLETELY DELETED ***	CITY OF SARNIA	
L781399	1996/05/10	AGREEMENT		*** COMPLETELY DELETED ***	CITY OF SARNIA	
L886634	2002/09/12	AGREEMENT <i>REMARKS: SKETCH ATTACHED.</i>		*** COMPLETELY DELETED ***	CITY OF SARNIA	
L901383	2003/07/14	DECLARATION <i>REMARKS: L899212</i>				C
L916482	2004/05/07	CHARGE		*** COMPLETELY DELETED ***	KEITH SAMITT LIMITED	
L945514	2005/10/21	AGREEMENT <i>REMARKS: L567138, L759875, L781399, L886634</i>		*** COMPLETELY DELETED ***	THE CORPORATION OF THE CITY OF SARNIA	
L949347	2005/12/23	TRANSFER		*** COMPLETELY DELETED ***	LAMA'S INVESTMENT GROUP CORPORATION	
L949346	2005/12/23	CHARGE		*** COMPLETELY DELETED *** LAMA'S INVESTMENT GROUP CORPORATION NABBOUH, JADE GHASSAN	KEITH SAMITT LIMITED	
L951692	2006/02/20	CHARGE		*** COMPLETELY DELETED ***	SEBAE, SANAA	
L952223	2006/03/03	CONSTRUCTION LIEN		*** COMPLETELY DELETED ***		
L952410	2006/03/08	CONSTRUCTION LIEN		*** COMPLETELY DELETED ***		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CORRECTIONS: 'INSTRUMENT TYPE' CHANGED FROM 'LIEN' TO 'CONSTRUCTION LIEN' ON 2007/06/13 BY SHEILLA MAJOR.						
L954048	2006/04/21	CERT A CONST LIEN		*** COMPLETELY DELETED ***		
REMARKS: L952410						
L954081	2006/04/21	CERT A CONST LIEN		*** COMPLETELY DELETED ***		
REMARKS: L952223						
LA6087	2006/12/20	CHARGE		*** COMPLETELY DELETED *** LAMA'S INVESTMENT GROUP CORPORATION	MIDDLESEX SUPPLY AND MAINTENANCE LIMITED	
LA13258	2007/06/26	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED ***	A-1 SECURITY SYSTEMS & COMMUNICATIONS INC.	
REMARKS: RE: L952410						
LA16772	2007/08/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** SEBAE, SANAA		
REMARKS: RE: L951692						
LA20976	2007/10/22	TRANSFER	\$1,200,000	LAMA'S INVESTMENT GROUP CORPORATION	2145744 ONTARIO LIMITED	C
REMARKS: PLANNING ACT STATEMENTS						
LA20977	2007/10/22	CHARGE		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	1487102 ONTARIO INC.	
LA20978	2007/10/22	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	1487102 ONTARIO INC.	
REMARKS: RENTS LA20977						
LA21042	2007/10/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** MIDDLESEX SUPPLY AND MAINTENANCE LIMITED		
REMARKS: RE: LA6087						
LA21043	2007/10/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** KEITH SAMITT LIMITED		
REMARKS: RE: L916482						
LA21044	2007/10/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** KEITH SAMITT LIMITED		
REMARKS: RE: L949346						

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LA21093	2007/10/23	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED ***	MIDDLESEX SUPPLY & MAINTENANCE LIMITED	
	REMARKS: RE: L952223					
LA21857	2007/11/02	CHARGE		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	ROYNAT INC.	
LA21859	2007/11/02	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	ROYNAT INC.	
	REMARKS: LA21857					
LA21949	2007/11/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1487102 ONTARIO INC.		
	REMARKS: RE: LA20977					
LA26299	2008/01/29	CHARGE		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	KHANNA, NITI QUEENWEST LEASING INC.	
LA26300	2008/01/29	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	KHANNA, NITI QUEENWEST LEASING INC.	
	REMARKS: LA26299					
LA39670	2008/09/05	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** 353903 ONTARIO LTD.		
LA41125	2008/09/29	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED ***	353903 ONTARIO LTD.	
	REMARKS: RE: LA39670					
LA44444	2008/11/21	CHARGE		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	ROYNAT INC.	
LA44497	2008/11/24	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	ROYNAT INC.	
LA47905	2009/01/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYNAT INC.		
	REMARKS: RE: LA44444					
LA47909	2009/01/29	CHARGE		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	ROYNAT INC.	

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ON 2019/11/15 AT 15:36:58

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LA47913	2009/01/29	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	ROYNAT INC.	
	<i>REMARKS: LA47909</i>					
LA48304	2009/02/06	CHARGE		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	ROYNAT INC.	
LA48306	2009/02/06	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	ROYNAT INC.	
	<i>REMARKS: LA48304</i>					
LA60143	2009/09/25	APL DELETE REST		*** COMPLETELY DELETED ***	2145744 ONTARIO LIMITED	
	<i>REMARKS: RE: L568602Z</i>					
LA60144	2009/09/25	APL DELETE REST		*** COMPLETELY DELETED ***	2145744 ONTARIO LIMITED	
	<i>REMARKS: RE: L586484Z</i>					
LA60145	2009/09/25	APL DELETE REST		*** COMPLETELY DELETED ***	2145744 ONTARIO LIMITED	
	<i>REMARKS: RE: L590462Z</i>					
LA60146	2009/09/25	APL DELETE REST		*** COMPLETELY DELETED ***	2145744 ONTARIO LIMITED	
	<i>REMARKS: RE: L724648Z</i>					
LA60167	2009/09/28	APL (GENERAL)		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED		
	<i>REMARKS: TO DELETE L709567</i>					
LA60407	2009/09/30	CHARGE		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	ROYAL BANK OF CANADA	
LA60408	2009/09/30	POSTPONEMENT		*** COMPLETELY DELETED *** KHANNA, NITI QUEENWEST LEASING INC.	ROYAL BANK OF CANADA	
	<i>REMARKS: LA26299 TO LA60407</i>					
LA61339	2009/10/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYNAT INC.		
	<i>REMARKS: RE: LA47909</i>					

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LA61340	2009/10/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYNAT INC.		
	<i>REMARKS: RE: LA21857</i>					
LA61341	2009/10/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYNAT INC.		
	<i>REMARKS: RE: LA48304</i>					
LA69201	2010/04/01	CHARGE		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	KHANNA, NITI QUEENWEST LEASING INC.	
LA69202	2010/04/01	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	KHANNA, NITI QUEENWEST LEASING INC.	
	<i>REMARKS: LA69201</i>					
LA69203	2010/04/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** KHANNA, NITI QUEENWEST LEASING INC.		
	<i>REMARKS: LA26299.</i>					
LA97842	2011/11/16	CHARGE		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	ROYAL BANK OF CANADA	
LA109140	2012/07/27	CHARGE		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	HSBC BANK CANADA	
LA109149	2012/07/27	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	HSBC BANK CANADA	
	<i>REMARKS: LA109140</i>					
LA109517	2012/08/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** KHANNA, NITI QUEENWEST LEASING INC.		
	<i>REMARKS: LA69201.</i>					
LA109834	2012/08/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	<i>REMARKS: LA60407.</i>					
LA109835	2012/08/10	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

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REGISTRY  
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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				ROYAL BANK OF CANADA		
	<i>REMARKS: LA97842.</i>					
LA134475	2014/04/02	CHARGE		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	NOVA CHEMICALS (CANADA) LTD.	
LA148157	2015/02/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** NOVA CHEMICALS (CANADA) LTD.		
	<i>REMARKS: LA134475.</i>					
LA150941	2015/04/29	CHARGE		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	FIRSTONTARIO CREDIT UNION LIMITED	
LA150943	2015/04/29	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	FIRSTONTARIO CREDIT UNION LIMITED	
	<i>REMARKS: LA150941.</i>					
LA151511	2015/05/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
	<i>REMARKS: LA109140.</i>					
LA155733	2015/08/06	CHARGE		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	1714683 ONTARIO LIMITED	
LA155734	2015/08/06	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	1714683 ONTARIO LIMITED	
	<i>REMARKS: LA155773</i>					
LA174874	2016/09/23	NOTICE		THE CORPORATION OF THE CITY OF SARNIA	2145744 ONTARIO LIMITED	C
	<i>REMARKS: AMENDS SITE PLAN AGREEMENTS</i>					
LA174924	2016/09/26	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF SARNIA		
	<i>REMARKS: DELETE L567138, L759875, L781399, L886634, &amp; L945514</i>					
LA195580	2017/11/30	CHARGE		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	1322660 ONTARIO LTD. BHALLA, SUDHIR	
LA195581	2017/11/30	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2145744 ONTARIO LIMITED	1322660 ONTARIO LTD. BHALLA, SUDHIR	
	<i>REMARKS: LA195580</i>					

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LA200573	2018/04/03	CHARGE	\$4,000,000	2145744 ONTARIO LIMITED	LAURENTIAN BANK OF CANADA	C
LA200574	2018/04/03	NO ASSGN RENT GEN REMARKS: LA200573		2145744 ONTARIO LIMITED	LAURENTIAN BANK OF CANADA	C
LA200658	2018/04/04	DISCH OF CHARGE REMARKS: LA195580.		*** COMPLETELY DELETED *** 1322660 ONTARIO LTD. BHALLA, SUDHIR		
LA200668	2018/04/04	DISCH OF CHARGE REMARKS: LA155733.		*** COMPLETELY DELETED *** 1714683 ONTARIO LIMITED		
LA201221	2018/04/18	DISCH OF CHARGE REMARKS: LA150941.		*** COMPLETELY DELETED *** FIRSTONTARIO CREDIT UNION LIMITED		
LA210064	2018/10/09	CHARGE	\$2,000,000	2145744 ONTARIO LIMITED	BAJWA, GURCHARAN	C
LA210065	2018/10/09	NO ASSGN RENT GEN REMARKS: LA210064		2145744 ONTARIO LIMITED	BAJWA, GURCHARAN	C
LA227047	2019/10/01	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	BDO CANADA LIMITED	C
LA228832	2019/11/04	RESTRICTIONS ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	CANADIAN IMPERIAL BANK OF COMMERCE	C
LA229126	2019/11/08	CONSTRUCTION LIEN	\$67,037	DI COCCO CONTRACTORS (2015) INC.		



**THIS IS EXHIBIT "C" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**

*N. Aubé*

*A Commissioner etc.*





LAURENTIAN  
BANK

130 Adelaide St W  
Suite 300  
Toronto ON M5H 3P5

Tel.: 416.362.7211  
Tel.: 1.800.387.2018 (toll free)  
Fax: 416.865.5904  
laurentianbank.ca

March 13, 2018

CONFIDENTIAL

2145744 Ontario Limited  
203 Indian Road South  
Sarnia, Ontario  
N7T 3W3

Attention: Mandhir Singh Dhillon

Re: Confirmation of credit facilities

Dear Sir,

We are pleased to inform you that Laurentian Bank of Canada (the "Bank") agrees to provide the following credit facilities in accordance with the terms and conditions provided herein (the "Offer"), and submits the following for your acceptance

Please take note that all amounts are in Canadian dollars unless otherwise specified.

<b>Lender:</b>	Laurentian Bank of Canada	
<b>Borrower:</b>	2145744 Ontario Limited	(the "Borrower")
<b>Guarantors:</b>	2145754 Ontario Limited 908593 Ontario Limited Sarbjit Singh Dhillon Mandhir Singh Dhillon	(the "Guarantor(s)")

Borrower  
Initial

*MS*

1. **Credit Facilities: Amount and Type**

Facility A: \$4,000,000 Term Loan with Amortization period of 210 months and a term of 60 months.

2. **Purpose of the Financing**

The credit facilities must be used exclusively for the following purposes:

Facility A: To pay out existing lender, First Ontario Credit Union; pay out private mortgage on 203 Indian Rd. South, Sarnia, Ontario; and provide additional equity to pay back related party loans.

3. **Interest rate: Applicable Rate(s)**

Facility A: Term Loan (variable rate): at the Bank's Canadian Dollar Prime Lending Rate plus 1.00% per annum.\*

\*Any interest rate quoted herein is subject to change in accordance with the prevailing market conditions on the date of implementation. While the Bank makes every reasonable effort to maintain rates prior to implementation of a facility, prevailing market conditions may force a change in the rate. Such rate change would be communicated to the Borrower for acceptance prior to implementation of the loan facility.

3.1 The "Canadian Dollar Prime Lending Rate" is the annual rate of interest announced from time to time by the Bank as its reference rate in effect for Canadian dollar commercial loans granted by the Bank in Canada. For information purposes only, the Bank's Canadian Dollar Prime Lending Rate is 3.45% per annum as at March 13, 2018. The variable rates specified above are automatically adjusted on the day the Bank modifies its Canadian Dollar Prime Lending Rate, without notice to the Borrower.

3.2 Any advance made under the terms and conditions of the credit facilities set forth herein will bear interest both before and after demand, maturity, default and judgment and until full payment, at the relevant annual rate of interest specified above based on the actual number of days elapsed during the interest calculation period, divided by 365. The Borrower will pay accrued interest on a monthly basis, commencing one month after the disbursement. Any interest in arrears will bear interest at the same rate as that applicable to the principal to which it is related and will be payable on demand.

4. **Terms and Conditions**

4.1 **Facility A – Term Loan**

(a) Advances under the Facility are limited to \$4,000,000.

(b) Advances under the facility shall be made in two disbursements, as follows:

1. Initial disbursement of \$3,500,000,-
2. Subsequent disbursement ("Second Advance") of \$500,000, upon:
  - i. the Bank's receipt of Review Engagement financial statements of the Borrower and 2145754 Ontario Ltd for fiscal year end December 2017,
  - ii. confirmation of a minimum combined PRO FORMA DSC of 1.15:1 as at December 31, 2017 ("DSC" as defined in section 7).

- iii. annual financial statements to be found satisfactory to the Bank, at its sole discretion.

## 5. Repayment

Repayments must be made as follows:

**Facility A:** \$4,000,000 Term Loan: This facility is granted for a term of 60 months (the "Term") and is repayable by consecutive monthly instalments as follows: 59 instalments of \$19,048.00 (principal) plus interest and 1 instalment of \$2,876,168.00 (principal) plus interest. All amounts outstanding under this facility must be repaid in full on the last day of the Term. (The amortization period is 210 months).

### 5.1 Prepayment

**Term Loan (variable rate)** Provided that no default has occurred and is continuing, the Borrower may prepay all or part of the principal amount owing under a Facility by paying to the Bank, in addition to the amount in principal prepaid, the accrued interests up to the prepayment date and an indemnity equivalent to three (3) months of interest calculated on the principal amount prepaid at the Interest Rate in effect at the time of the prepayment.

The parties agree that this indemnity represents a fair and equitable assessment of the damages the Bank would likely suffer as a result of the prepayment.

## 6. Security

The following security must be provided, in accordance with the documentation in use at the Bank, before any disbursement can be made.

- 6.1 Collateral mortgage in the amount of \$4,000,000 on the real property located at 203 Indian Road South, Sarnia, Ontario. Free from prior charges;
- 6.2 Title Insurance in the amount of \$4,000,000 on the real property located at 203 Indian Road South, Sarnia, Ontario;
- 6.3 General Security Agreement containing a floating charge on all present and future assets. Free from prior charges;
- 6.4 Landlord's consent to the Bank's security respecting the premises located at 203 Indian Road South, Sarnia, Ontario;
- 6.5 General Assignment of Rents by the Borrower of the premises at 203 Indian Road South, Sarnia, Ontario;
- 6.6 Unlimited Guarantee executed by 2145754 Ontario Limited, supported by:
  - General Security Agreement containing a floating charge on all present and future assets. Subject to prior charges by Bank of Montreal related to the \$9,500,000 loan shared with 908593 Ontario Ltd; *CIBC*
- 6.7 Unlimited Guarantee executed by 908593 Ontario Limited;
- 6.8 Unlimited Guarantee executed by Sarbjit Singh Dhillon;
- 6.9 Unlimited Guarantee executed by Mandhir Singh Dhillon;

- 6.10 Postponement of Claim executed by 2145754 Ontario Limited;
- 6.11 Postponement of Claim executed by 908593 Ontario Limited;
- 6.12 Postponement of Claim executed by Sarbjit Singh Dhillon;
- 6.13 Postponement of Claim executed by Mandhir Singh Dhillon;
- 6.14 Promissory Note to evidence Facility A in the amount of \$4,000,000, confirming interest rate, monthly repayment, and term;
- 6.15 Evidence of insurance covering fire and such other risks, including environmental liability coverage, disclosing the Bank as additional insured, first loss payee, and mortgagee;
- 6.16 Such further or additional security, certificates of independent legal advice, officer's certificates, legal opinions, title opinions and other supporting documents as the Bank or its solicitors shall require.

#### 7. Representations and Covenants

Prior to disbursing any advances and for the duration of the present financing, the Borrower represents, warrants, covenants and agrees with the Bank as follows:

##### Reporting Requirements

- 7.1.1 The Borrower shall provide annual Review Engagement financial statements of the Borrower duly signed within 120 days of the Borrower's fiscal year-end;
- 7.1.2 The Borrower shall provide annual Review Engagement financial statements of 2145754 Ontario Limited duly signed within 120 days of the Borrower's fiscal year-end;
- 7.1.3 The Borrower shall provide annual Review Engagement financial statements of 908593 Ontario Limited duly signed within 120 days of the Borrower's fiscal year-end;
- 7.1.4 The Borrower shall provide annual Notice to Reader financial statements of 2542372 Ontario Inc. duly signed within 120 days of the Borrower's fiscal year-end;
- 7.1.5 The Borrower shall provide a copy of the latest property assessment notice on the property located at 203 Indian Road South, Sarnia, Ontario, within 120 days of calendar year-end;
- 7.1.6 The Borrower shall provide annually proof of payment of municipal real property taxes, along with the copies of the Borrower's annual financial statements. Upon failure to do so, at the Bank's option, the Borrower shall provide to the Bank on the 1<sup>st</sup> day of every month for as long as the Borrower is indebted to the Bank, in addition to the monthly payments of interest and principal, a monthly tax payment, the amount of which would be determined from time to time by the Bank, and which shall be sufficient to enable the Bank to build up a tax reserve for the full payment of the municipal real property tax accounts or other taxes due on the property which is charged in favour of the Bank, and such payment shall take place on the respective due dates of the said accounts. Amounts accumulated in accordance with this paragraph are part of the Bank's security and do not earn interest to the Borrower's benefit. It is also understood that the Bank cannot be held responsible should

municipal real property taxes fail to be paid on their due dates;

- 7.1.7 The Borrower shall provide written confirmation (proof of payment) of the payment of deducted-at-source remittances (federal and provincial), taxes, HST, GST, etc., within 120 days of the Borrower's fiscal year-end;
- 7.1.8 The Borrower shall provide the duly signed personal statement of affairs of Sarbjit Singh Dhillon and Mandhir Singh Dhillon biennially (once every two years) within 120 days of the Borrower's fiscal year-end;
- 7.1.9 The Borrower shall provide annually a copy of the rent roll of the property located at 203 Indian Road South, Sarnia, Ontario, within 120 days of the Borrower's fiscal year-end;
- 7.1.10 The Borrower shall provide annually a copy of the <sup>CIBC</sup> ~~Bank of Montreal~~ covenant service confirmation for the facility(s) belonging to 2145754 Ontario Limited and 908593 Ontario Ltd. within 120 days of the Borrower's fiscal year-end;
- 7.1.11 The Borrower shall provide annually, 30 days before the policies expire, a copy of the renewals and proof of payment of the premiums related to insurance policies assigned to the Bank;
- 7.1.12 The Borrower shall provide any other information the Bank may reasonably request from time to time;

#### Financial Covenants

- 7.2.1 The Borrower shall maintain a debt service coverage ratio ("DSC") of at least 1.15:1, based on the consolidated year-end financial statements of the Borrower and 2145754 Ontario Limited:

For the purposes of this Offer, the DSC is equal to: EBITDA plus or minus any extraordinary/unusual non-occurring items (as validated at the discretion of the Bank), minus cash distributions to shareholders, minus unfunded capex expenditures, divided by CPLTD plus Interest.

#### Ongoing Terms and Conditions

- 7.3.1 The Borrower shall not, without the Bank's prior written consent, enter into any financial indebtedness;
- 7.3.2 The Borrower shall not, without the Bank's prior written consent, make any loans, advances or otherwise provide any financial assistance to any of its affiliates or related parties or make any investments therein or grant them any security or enter into with any of them transactions outside the normal course of business;
- 7.3.3 The Borrower shall maintain its share ownership, which is currently held as follows: Sarbjit Singh Dhillon (75%) and Mandhir Singh Dhillon (25%);
- 7.3.4 The Borrower shall not, without the Bank's prior written consent, purchase or redeem any shares;
- 7.3.5 The Borrower shall not, without the Bank's prior written consent, pay dividends;
- 7.3.6 The Borrower shall not, without the Bank's prior written consent, allow aggregate shareholder or management remuneration including salary, bonuses, etc. (net of any

amounts reinvested in the Borrower in share capital or effectively postponed in favour of the Bank) that will cause a breach in any of the Bank's stipulated covenants;

- 7.3.7 The Borrower shall not, without the Bank's prior written consent, permit default to the operating line facility with Bank of Montreal for 908593 Ontario Ltd. and 2145754 Ontario Ltd; *de CIBC*
- 7.3.8 The Borrower shall not, without the Bank's prior written consent, permit 2145754 Ontario Limited to enter into any financial indebtedness with any other lender;
- 7.4 The Borrower shall pay punctually when due, any and all income taxes, other taxes, contributions, and deductions;
- 7.5 The Borrower is not involved in any proceedings before any civil, criminal or administrative court or tribunal save as has been disclosed in writing to the Bank and will not be a party to or involved in any proceeding before any civil, criminal or administrative court or tribunal the outcome of which may be materially prejudicial, in the sole and absolute discretion of the Bank, to the Borrower;
- 7.6 The Borrower is not in default under any judgment, order, injunction, decree or decision of any court, office, arbitrator, commission or other similar authority save as has been disclosed in writing to the Bank and will not be in such default the outcome of which may be materially prejudicial, in the sole and absolute discretion of the Bank, to the Borrower;
- 7.7 No further authorization, consent, approval or exemption is necessary to give effect to this Offer or to the security contemplated herein;
- 7.8 The credit facilities made or to be made available to the Borrower by the Bank pursuant to this Offer are for the own use of the Borrower and are not intended to be used by or for the benefit of a third party;
- 7.9 The Borrower shall maintain, if necessary, any license required for running the Borrower's operations;
- 7.10 The Borrower shall keep sufficient insurance in force to cover any damage to the Borrower's business and property;
- 7.11 The Borrower shall maintain and renew all its rights, privileges, powers, contracts, agreements, leases, licenses, franchises, permits and authorizations required for, or used in the course of, the Borrower's operations;
- 7.12 The Borrower shall remain in good standing with laws that can substantially impact on the Borrower's operations in any applicable jurisdiction, and promptly take appropriate and adequate measures to correct any default;
- 7.13 In carrying on the Borrower's business, the Borrower shall comply in all respects with any and all environmental protection laws. Any use of the Borrower's property must be made in accordance with all applicable environmental protection laws and clean-up measures must be performed in compliance with all applicable laws, all at the Borrower's sole expense;
- 7.14 The Borrower shall immediately notify the Bank in writing of any environmentally related problem and any hazardous materials or substances that are being harmful to its property, equipment or operations, and provide the Bank with any information of environmental nature it may request;

- 7.15 The Borrower shall immediately notify the Bank in writing of any situation in which the Borrower holds property on consignment or is not the sole and absolute owner thereof;
- 7.16 The Borrower shall indemnify and hold harmless the Bank, including its directors, officers, employees, counsel, trustees, advisors and agents (each, an "Indemnified Person") against and from all losses, damages, expenses, liabilities, penalties, judgments, suits, claims and disbursements which any Indemnified Person may suffer, sustain or incur by reason of any of the transactions contemplated herein;
- 7.17 The Borrower has the requisite authority and capacity to enter into any of the agreements and covenants contemplated under the present Offer.

#### 8. Events of Default

Without limiting the Bank's right to require, when it deems it necessary or desirable, at its sole and entire discretion, the payment of sums payable on demand, the Bank may cancel at any time any commitment it has regarding the granting of credit or advances under the credit facilities, declare due and payable any and all of the Borrower's obligations which may not then be at maturity, and enforce its security and exercise any right, remedy or recourse available to it under its documentation with the Borrower (and any Guarantor), should any one or more of the following events occur:

- 8.1 The Borrower (or Guarantor(s)) defaults in any payment of principal, interest or any other sum when due;
- 8.2 The Borrower (or Guarantor(s)) fails to perform or comply with an obligation, term or condition of this Offer or any other agreement with the Bank (including, without limitation, any security agreement) or with any other lender;
- 8.3 The Borrower (or Guarantor(s)) becomes insolvent or bankrupt, gives a notice of intention to make a proposal to its creditors, or makes a proposal or assignment for the benefit of its creditors, or a petition in bankruptcy is filed against the Borrower (or Guarantor(s)), or other proceedings are commenced seeking liquidation, compromise, arrangement or other relief with respect to the Borrower (or Guarantor(s)) or its debts (or Guarantor (s)' debts) or seeking the appointment of a receiver, trustee, administrator or other similar official regarding its (or Guarantor(s)) assets;
- 8.4 Any property belonging to the Borrower (or Guarantor(s)) is seized, unless such seizure is being disputed diligently and in good faith;
- 8.5 Any document, certificate or other form of writing remitted to the Bank or any representation, warranty, statement or declaration made by the Borrower (or Guarantor(s)) to the Bank proves to be false or misleading in any material respect;
- 8.6 Any of the Guarantees or security documents contemplated herein ceases to be in effect;
- 8.7 In the Bank's reasonable opinion, a significant deterioration of the Borrower's financial position (or that of Guarantor(s)) occurs;
- 8.8 The Borrower (or Guarantor(s)) fails to meet its obligations towards other lenders as they generally become due or fails to pay the principal or interest on any loan.



**9. Conditions Precedent to Disbursement(s)**

- 9.1 All necessary corporate actions shall have been taken by the Borrower and by the Guarantor(s) (if any) to authorize the execution of this Offer, the security documentation, and other agreements contemplated herein, to the Bank's satisfaction;
- 9.2 All security documentation granting first ranking position to the Bank (unless otherwise herein expressly agreed to between the Bank and the Borrower) shall have been executed, delivered, served, registered and published, as applicable, to the Bank's satisfaction;
- 9.3 As applicable, the Promissory Note, Line of credit agreement, Foreign Exchange Contract, and any other required Facility Agreement shall be executed and to the satisfaction of the Bank;
- 9.4 The Bank shall have received all information necessary in order to comply with legal and internal requirements in respect to the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA), and Know Your Customer (KYC) legislation;
- 9.5 For the Second Advance, the Borrower shall have provided the Bank with the Review Engagement financial statements of the Borrower and 2145754 Ontario Ltd for fiscal year end December 2017, with findings satisfactory to the Bank as specified in section 4.1 herein;
- 9.6 The Bank reserves the right to suspend any disbursement(s) when, in its opinion, an increase in risk has occurred;
- 9.7 The Bank shall have obtained any other consents, documents, certificates and opinions it may reasonably require from the Borrower and the Guarantor(s) (if any) regarding its security;

**10. Periodic Review**

The terms and conditions applicable to the foregoing credit facilities will be reviewed annually by the Bank, on or around June of each year.

**11. Fees and Costs: Account Debit Authorization**

- 11.1 Non-refundable fees of \$20,000 for review and process purposes are payable by the Borrower on the date of acceptance of this Offer.
- 11.2 Review fees of \$2,000 are payable annually and will be debited from your account.
- 11.3 An overdue reports fee of \$250 is payable by the Borrower each time the Bank is required to follow up with the Borrower for receipt of reports that are submitted after the timeframe(s) stipulated elsewhere in this Offer, including accounts receivable, inventory figures, interim financial statements and annual statements, etc.
- 11.4 The Borrower agrees to pay, on-demand, all costs, fees and expenses related to the preparation, execution, registration, publication and renewal of the credit facilities and of the documentation (security documentation, agreements, or other) related to or required by this Offer, including fees and disbursements of the Bank's legal counsel and other professionals, and all fees and costs incurred in connection with the realization of the Bank's security.

11.5 The Borrower, as the account holder, authorizes Laurentian Bank to debit the following business account number \_\_\_\_\_ [TBO] held at \_\_\_\_\_ [TBO], in accordance with the conditions the Borrower agreed upon in this Offer Letter, unless otherwise notified in writing.

A debit in written, electronic, or other form, in the amount of the payment of each of the credit terms, and any periodic fee, can be withdrawn from the account of the Borrower according to the mentioned frequencies within this Offer. These amounts can be increased or decreased at any later date. The Bank shall take all reasonable steps to inform the Borrower of this change within a reasonable timeframe.

The branch of the financial institution where the account is held is not required to verify that the payment is drawn in accordance with this authorization and the Borrower acknowledges that the granting of said authorization to the Bank constitutes notice to the financial institution of said authorization.

The Borrower will notify the Bank in writing of any changes to the account information.

This authorization can be revoked at any time subject to 30 days notice. The Borrower may contact the branch for more information on its rights to cancel this authorization.

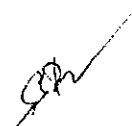
The Borrower has certain rights of recourse if a debit is not in accordance with this authorization. For example, the Borrower has the right to be reimbursed for any debit that is not authorized or that is not consistent with this Offer.

For more information on the Borrower's rights of recourse, contact the branch or visit [www.cdnpay.ca](http://www.cdnpay.ca). The Borrower understands that a written statement to this effect must be provided to the Bank.

The Borrower agrees to waive the requirements of the Canadian Payments Association for advance notice regarding the amount(s) payable, the due dates of debits from the Borrower's account, and each time a change is made to the debit amounts or debit due dates.

## 12. General Conditions

- 12.1 All financial or accounting terms, determinations, reports and statements referred to or provided for in this Offer shall be made or prepared in accordance with the generally accepted accounting principles of the Canadian Institute of Chartered Accountants, applied in a consistent manner;
- 12.2 In the absence of manifest error, the books and records held by the Bank will constitute conclusive evidence of the transactions carried out under this Offer and of the Borrower's indebtedness to the Bank;
- 12.3 The Borrower shall make all payments pursuant to this Offer without set off, compensation or counterclaim, free and clear of, and exempt from, and without any deduction for or on account of any taxes. All payments received by the Bank will first be applied to any interest in arrears, then to the interest, and finally to the principal;
- 12.4 The Borrower (and Guarantor(s)) authorize(s) its (their) legal counsel to communicate to the Bank information it holds or has obtained in relation to the Borrower (and Guarantor(s)) to the extent that such disclosure is necessary to fulfill the terms and intentions of this Agreement;



- 12.5 The Borrower (and Guarantor(s)) authorize(s) the Bank to communicate to third parties information it holds or has obtained in relation to the Borrower (and Guarantor(s)) to the extent that such disclosure is necessary to fulfill the terms and intentions of this Agreement;
- 12.6 The Bank can assign its rights in this Offer, in whole or in part, to one or more of its subsidiaries or to other financial institutions;
- 12.7 Any notice required in connection with this Offer must be in writing and must be sent through a communication means that allows the sender to prove its delivery;
- 12.8 The Bank's standard forms of security, agreements, and other loan documents contain covenants, representations, warranties and events of default to which the Borrower shall be bound, in addition to the covenants, representations, warranties and events of default contained in this Offer;
- 12.9 For any claims or legal proceedings related to this Offer, the parties agree to the non-exclusive jurisdiction of the Courts of the Province of Ontario, Canada;
- 12.10 If for the purpose of obtaining judgment in any court in any jurisdiction with respect to this Offer, it becomes necessary to convert into the currency of such jurisdiction (herein called the "Judgment Currency") any amount due hereunder in any currency other than the Judgment Currency, then conversion shall be made at the rate of exchange prevailing on the business day before the day on which judgment is given. For this purpose, "rate of exchange" means the rate at which the Bank is able, on the relevant date, to sell the currency of the amount due hereunder in Canadian dollars or US dollars, as the case may be, against the Judgment Currency. In the event that there is a change in the rate of exchange prevailing between the business day before the day on which the judgment is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts (if any) as may be necessary to ensure that the amount paid on such date is the amount in the Judgment Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due hereunder in Canadian dollars or U.S. dollars, as the case may be. Any additional amount due pursuant to this judgment currency provision will be due as a separate debt and shall not be affected by judgment being obtained for any other sums due under or in respect of this Offer;
- 12.11 If the Borrower designates more than one person, their obligations are joint and several;
- 12.12 The Bank is authorized (but not obligated) at any time or from time to time, without notice to the Borrower or to any other person, any such notice being expressly waived by the Borrower, to set off, compensate and to apply any and all deposits (general or special) held for or in the name of the Borrower and any indebtedness or liability at any time owing or payable by the Bank to or for the credit of or for the account of the Borrower against and on account of the obligations and liabilities of the Borrower owing or payable to the Bank under this Offer and the security or other agreements contemplated herein or therein, irrespective of currency and of whether or not the Bank has made any demand thereof and whether or not these obligations and liabilities of the Borrower, or any of them, have matured. The Borrower and the Bank further agree that the benefit of any term applicable to any deposit, credit, indebtedness, liability or obligation of the Bank (collectively, the "Deposit") shall be lost immediately before the time when the Bank shall exercise its rights pursuant hereto in respect of a relevant Deposit of the Bank;




- 12.13 No waiver of any provision of this Offer nor consent to any departure by the Borrower here from shall be effective unless the same shall be in writing and signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and the specific purpose for which it is given;
- 12.14 The parties agree that this Offer can be modified from time to time provided that such modification is in writing and executed by the parties;
- 12.15 This Offer is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Borrower's rights under this Offer cannot be assigned without the Bank's prior consent;
- 12.16 Unless the context requires otherwise, words importing the singular shall include the plural and vice versa, and words importing gender shall include all genders;

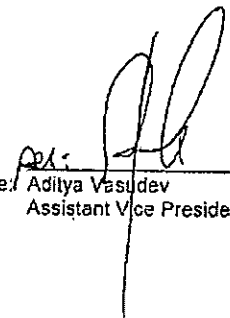
### 13. Acceptance

If you are in agreement with the terms and conditions of this Offer, please return the enclosed copy prepared for that purpose, duly signed by the Borrower and by the Guarantors, along with a cheque in the amount of \$10,000, before March 27, 2018. After this date, the Bank reserves the right to cancel or modify this Offer, without prior notice or liability.

Yours very truly,

LAURENTIAN BANK OF CANADA

Per:   
 Name: Shameem Sultana  
 Title: Senior Account Manager

Per:   
 Name: Aditya Vasudev  
 Title: Assistant Vice President

[Borrower and Guarantors acceptance pages follow.]



**Acceptance**

The Borrower confirms that the above financing is for its own use and is not intended to be used by or for the benefit of a third party and acknowledges having read and understood the terms and conditions of this Offer and accepts them.

Accepted on the 13 day of March 2018.

**2145744 ONTARIO LIMITED**

Per: SSDhillon  
 Name: Sarbjit Singh Dhillon  
 Title: President

Per: [Signature]  
 Name: Mandhir Singh Dhillon  
 Title: Treasurer

The Guarantors acknowledge having read and understood all terms and conditions of this Offer and accept them.

The undersigned Guarantors agree that the Bank may until full payment of the amounts due obtain information on the undersigned from any individual authorized by law as well as from any personal information agent and any other individual named on the credit reports, any financial institution and hypothecary insurer.

The undersigned Guarantors agree that the Bank may disclose the information it holds on the undersigned to any person authorized by law, personal information agent, financial institution, hypothecary insurer, surety, or with the consent of the undersigned to any other person who so requests it.

Accepted on the 13 day of March 2018.

**2145754 ONTARIO LIMITED**

Per: SSDhillon  
 Name: Sarbjit Singh Dhillon  
 Title: President

Per: [Signature]  
 Name: Mandhir Singh Dhillon  
 Title: Treasurer

**908593 ONTARIO LIMITED**

Per: SSDhillon  
 Name: Sarbjit Singh Dhillon  
 Title: President

Per: [Signature]  
 Name: Mandhir Singh Dhillon  
 Title: Treasurer

SARBJIT SINGH DHILLON

Signature: [Signature]  
Address: 60 ROSE AVE, BOX-1618  
TILBURY, ONTARIO  
N0P2L0

MANDHIR SINGH DHILLON

Signature: [Signature]  
Address: 302 INDIAN RD  
SARNIA ONTARIO

Witness:

Signature: [Signature]  
Name: SIMRANJIT SINGH  
Address: 39 ROSE AVE  
P.O. Box 1176  
TILBURY ONTARIO

Witness:

Signature: [Signature]  
Name: SIMRANJIT SINGH  
Address: 39 ROSE AVE P.O. Box 1176  
TILBURY ONTARIO



**THIS IS EXHIBIT "D" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**

*N. Aubé*

*A Commissioner etc.*



LRO # 25 Charge/Mortgage

Received as LA200573 on 2018 04 03 at 11:24

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 3

**Properties**

*PIN* 43226 - 0127 LT *Interest/Estate* Fee Simple  
*Description* PT LT 37-38 RANGE 6 PL 16 1/2 SARNIA CITY AS IN L916481 & L899212, AMENDED  
 BY DECLARATION L901383; SARNIA  
*Address* 203 INDIAN RD S  
 SARNIA

**Chargor(s)**

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

*Name* 2145744 ONTARIO LIMITED  
*Address for Service* 203 Indian Road South  
 Sarnia, ON N7T 3W3

I, Sarbjit Singh Dhillon, President and I, Mandhir Singh Dhillon, Secretary, have the authority to bind the corporation.

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

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

*Name* LAURENTIAN BANK OF CANADA  
*Address for Service* Transit 0852T  
 300-130 Adelaide Street West  
 Toronto, ON M5H 3P5

**Statements**

Schedule: See Schedules

**Provisions**

*Principal* \$ 4,000,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date* ON DEMAND  
*Interest Rate* SEE SCHEDULE  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201010  
*Insurance Amount* full insurable value  
*Guarantor*

**Signed By**

Tammy B. Stubbins 2900-390 Bay Street acting for Signed 2018 04 02  
 Toronto Chargor(s)  
 M5H 2Y2  
 Tel 416-867-2283  
 Fax 416-869-0321

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



LRO # 25 Charge/Mortgage

Received as LA200573 on 2018 04 03 at 11:24

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 3

**Submitted By**

BEBER PROFESSIONAL CORPORATION

2900-390 Bay Street  
Toronto  
M5H 2Y2

2018 04 03

Tel 416-867-2283

Fax 416-869-0321

**Fees/Taxes/Payment**

Statutory Registration Fee \$63.65

Total Paid \$63.65

**File Number**

Chargee Client File Number : 181071

## COLLATERAL MORTGAGE TERMS

All words that are defined in the set of standard charge terms referred to in Box 8 (or in the event of electronic registration, referred to on Page 1 under the heading "Provisions") of the attached Charge/Mortgage of Land (Form 2) shall have the same meaning when used in this Schedule.

### INTEREST RATE

"Interest Rate" means a variable rate per year equal to the Prime Rate plus 5.00% per year, with interest on overdue interest at the same rate. "Prime Rate" means the variable reference interest rate per year declared by Laurentian Bank of Canada (the "Bank") from time to time to be its prime rate for Canadian dollar loans made by the Bank in Canada. The Interest Rate will change automatically, without notice, whenever the Prime Rate changes.

### LIABILITIES

"Liabilities" means the aggregate of all present and future indebtedness and liabilities of the Chargor to the Bank (direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred as principal or surety, whether incurred alone or with another or others, and whether arising from dealings between the Bank and the Chargor or from other dealings or proceedings by which the Bank may become a creditor of the Chargor) including without limitation the outstanding balance of the Principal Amount advanced to the Chargor from time to time, interest thereon at the Interest Rate and all present and future indebtedness and liabilities of the Chargor to the Bank payable under or by virtue of the Charge.

### OBLIGOR

"Obligor" means the Chargor referred to on Page 1 under the heading "Chargor(s)" of the attached Charge/Mortgage.

### PRINCIPAL SUM

"Principal Sum" means the principal referred to on Page 1 under the heading "Provisions" of the attached Charge/Mortgage.



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 K. [Signature]  
 DIRECTOR OF TITLES  
 DIRECTRICE DES DROITS IMMOBILIERS

LAND REGISTRATION REFORM ACT

## SET OF STANDARD CHARGE TERMS

FILED BY

LAURENTIAN BANK OF CANADA

The following set of Standard Charge Terms shall be deemed to be included and form part of every charge in which the set is referred to by its filing number, as provided in Section 9 of the *Land Registration Reform Act R.S.O. 1990*, as amended, except to the extent that the provisions of this set of standard charge terms are modified by any additions, amendments or deletions expressly provided for or stipulated in the Charge (as defined below) or in any schedule(s) annexed thereto.

### 1. DEFINED TERMS

UNLESS OTHERWISE expressly defined or otherwise required by the context, the following words and phrases shall have the following meanings when used in this Charge:

- a) "Business Day" means any day (other than a Saturday or Sunday) on which commercial banks are not authorized or required to close in Montreal, Quebec and/or Toronto, Ontario Canada.
- b) "Borrower" when used as a defined term, shall have the same meaning as is defined in Section 69 hereof.
- c) "Charge" means this Charge/Mortgage of Land and all schedules attached to this Charge and all amendments thereto and replacements thereof from time to time;
- d) "Chargee" means all Persons in whose favour this Charge is given and who is or are named in this Charge as Chargee;
- e) "Chargor" means all Persons who have given this Charge and who have executed the same as Chargor;
- f) "Costs" includes all costs, fees, charges and expenses of every nature and kind whatsoever incurred by the Chargee or paid by the Chargee to any other party in connection with the protection and preservation of the Lands or any other security held by the Chargee, or for the purpose of preserving and maintaining the enforceability and priority of this Charge and any such other security, or in connection with any and all demands and enforcement proceedings of every nature and kind made or carried out by or on behalf of the Chargee under or pursuant to this Charge, and includes, without limitation, legal costs incurred by the Chargee on a full indemnity basis;
- g) "Cost Overruns" has the meaning as is defined in Section 58.d) hereof.
- h) "Commitment" means each and every letter of commitment, loan approval, term sheet or other similar agreement establishing or pertaining to the loan secured by this Charge or pursuant to which this Charge has been given, and all amendments thereto and renewals or replacements thereof from time to time;
- i) "Condominium Corporation" means each corporation created or continued pursuant to the *Condominium Act, 1998 (Ontario)* as amended from time to time or any replacement or successor legislation thereto and pertaining to all or any part of the Lands which are governed by the said Act;
- j) "Covenantor" means any party to this Charge expressly defined as such and any and all Persons who have directly, indirectly, as principal debtor or as surety covenanted to pay or guaranteed or assured payment of the whole or any part of the amount or amounts secured by this Charge or which are owing under the loan facilities referred to in the Commitment or who have covenanted to perform or guaranteed performance by the Chargor of its obligations under this Charge or under the Commitment or under any security given in connection therewith;
- k) "Environmental Breach" or "Environmental Breaches" has the meaning as is defined in Section 16 hereof.

- l) **"Environmental Laws"** means, in respect of any Person, property, transaction or event, all applicable laws, statutes, rules, by-laws and regulations, and all applicable directives, orders, codes, judgments and decrees of Governmental Bodies, whether now in existence or hereafter arising, intended to regulate and/or protect the environment and/or any living thing and/or relating to Hazardous Substances;
- m) **"Governmental Body"** means any government, parliament, legislature, or any regulatory authority, bureau, tribunal, department, instrumentality, agency, commission or board of any government, parliament or legislature, or any court, and without limiting the foregoing, any other law, regulation or rule-making entity having or purporting to act under the authority of any of the foregoing (including, without limitation, any arbitrator) and **"Governmental Bodies"** means any one or more of the foregoing collectively;
- n) **"Hazardous Substance"** means any hazardous or dangerous waste or substance, pollutant, contaminant, waste or other substance without limitation, whether solid, liquid or gaseous in form, which when released into the natural environment may, based upon reasonably authoritative information then available concerning such substance, immediately or in the future directly or indirectly cause material harm or degradation to the natural environment or to the health or welfare of any living thing and includes, without limiting the generality of the foregoing,
- i) any such substance as defined or designated under any Environmental Laws;
  - ii) asbestos, urea formaldehyde, poly-chlorinated biphenyl (PCB) and materials manufactured with or containing the same; and,
  - iii) radioactive and toxic substances;
- and **"Hazardous Substances"** means any one or more of the foregoing collectively;
- o) **"Lands"** means the lands, tenements, hereditaments and appurtenances and any estate or interest therein described in this Charge, and all buildings and improvements now or hereafter situate or constructed thereon, and all easements, rights-of-way and other appurtenances thereto, and all structures, additions, improvements, machinery, equipment, decorations and other fixtures of every nature and kind (whether or not affixed in law) attached thereto or placed, installed or erected thereon or used in connection therewith;
- p) **"Lease"** or **"Leases"** means oral or written leases, agreements to lease, tenancies or other agreements for the use or occupancy of the whole or any part of the Lands and all extensions and renewals thereof.
- q) **"Letters of Credit"** means all letters of credit, letters of guarantee or similar instruments issued by or on behalf of the Chargee.
- r) **"Liabilities"** shall have the meaning as defined in section 69.a) hereof.
- s) **"Loan Documents"** means collectively the Charge and all other security documents given in respect of or in addition to this Charge and the Commitment;
- t) **"Person"** or **"Persons"** means an individual, sole proprietorship, partnership, joint venture, syndicate, association, trust, body corporate, a natural person in its capacity as trustee, personal representative or other legal representative, the Crown or any agency or instrumentality thereof, and/or any other entity recognized by law;
- u) **"Project"** means the development and/or construction upon the Lands as contemplated by the Commitment.
- v) **"Receiver"** means any receiver, receiver and manager, receiver-manager or trustee of the Lands as may be appointed from time to time by the Chargee pursuant to the provisions of this Charge or any of the Loan Documents or by any court of competent jurisdiction;
- w) **"Rents"** means all rents, income, profit, rights and other benefits now or hereafter due or arising pursuant to all present and future Lease and/or Leases.
- x) **"Replacement Assignment of Rents"** means for the purposes of Section 59 hereof a further general assignment of rents on the same terms and conditions save and except for a new or revised legal description of the Lands.
- y) **"Replacement Charge"** means for the purposes of Section 59 hereof a further Charge of the Lands on the same terms and conditions save and except for a new or revised legal description of the Lands.
- z) **"Taxes"** means all taxes, rates, assessments, local improvement charges, levies, penalties and other charges imposed upon or in respect of the Lands by any Governmental Body having jurisdiction.

aa) "Tenant" or "Tenants" means all tenants, licensees and other occupiers of the whole or any part of the Lands.

2. **STATUTORY REFERENCES**

UNLESS expressly stipulated or otherwise required by the context, all references in this Charge to any federal, provincial or municipal statute, regulation, by-law, order, directive or other governmental enactment shall be deemed to be and construed as a reference to the same as amended or re-enacted from time to time.

3. **EXCLUSION OF STATUTORY COVENANTS**

THE IMPLIED COVENANTS deemed to be included in a charge pursuant to the *Land Registration Reform Act* (Ontario) shall be and are hereby expressly excluded and replaced by the terms hereof which are covenants by the Chargor, for and on behalf of the Chargor, with the Chargee.

4. **SHORT FORMS OF MORTGAGES ACT**

IF ANY of the forms of words contained herein are substantially in the form of words contained in Column One of Schedule B of the *Short Forms of Mortgages Act*, R.S.O. 1980, c. 474, and distinguished by a number therein, this Charge shall be deemed to include and shall have the same effect as if it contained the form of words in Column Two of Schedule B of the said Act distinguished by the same number, and this Charge shall be interpreted as if the said Act was still in full force and effect.

5. **CHARGING PROVISION**

AS SECURITY for the payment of the obligations secured hereunder, the Chargor hereby grants, conveys, mortgages, charges, pledges and assigns to the Chargee all of its right, title, estate and interest in and to the Lands.

6. **REDEMPTION OF CHARGE UPON PAYMENT**

PROVIDED that this Charge shall become void upon payment of the principal sum hereby secured, in lawful money of Canada, with interest as herein provided and payment of Taxes and performance of all covenants and agreements contained in this Charge.

7. **RELEASE**

THE CHARGOR releases to the Chargee all its claims upon the Lands subject to the right to redemption herein set out.

8. **FACE PRINCIPAL AMOUNT OF CHARGE**

THE CHARGOR acknowledges and agrees that notwithstanding that this Charge has been expressly written and intended to secure and charge the Lands for the face amount principal amount as set out therein, plus interest on the principal amount advanced from time to time and all other indebtedness and charges and fees as therein provided, nothing herein shall entitle the Chargor to received on account of principal any amount or amounts in excess of the principal loan amounts as set out in the Commitment and nothing herein in itself shall be interpreted or intended to increase any principal loan amount as set out in the Commitment, and all advances shall at all times remain in the sole discretion of the Chargee.

9. **ADVANCE OF FUNDS**

THE CHARGOR agrees that neither the preparation, execution nor registration of this Charge shall bind the Chargee to advance the monies hereby secured, nor shall the advance of a part of the principal sum herein bind the Chargee to advance any unadvanced portion thereof, but nevertheless the estate hereby charged shall take effect forthwith upon the execution of this Charge by the Chargor, and the expenses of the examination of the title to the Lands and all personal property located thereon or associated therewith and of preparation of this Charge and all loan and security documents and valuation are to be secured hereby in the event of the whole or any balance of the principal sum herein not being advanced, the same to be charged hereby upon the Lands, and shall be without demand thereof, payable forthwith with interest at the rate provided for in this Charge, and in default the remedies herein shall be exercisable.

10. **CHARGOR'S COVENANTS**

THE CHARGOR covenants with the Chargee that the Chargor will pay the principal sum herein and interest and observe the proviso for redemption herein, and will pay as they fall due all Taxes and when required by the Chargee, shall transmit the receipts therefor to the Chargee;

THE CHARGOR further covenants with the Chargee that the Chargor will pay all amounts which are payable hereunder or which are capable of being added to the principal sum herein pursuant to the provisions of this Charge

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including, without limiting the generality of the foregoing, all servicing or other fees, costs or charges provided for herein; all insurance premiums; the amount paid for the supply of any fuel or utilities to the Lands; all costs, commissions, fees and disbursements incurred by the Chargee in constructing, inspecting, appraising, selling, managing, repairing or maintaining the Lands; all Costs incurred by the Chargee with respect to this Charge or incurred by the Chargee arising out, of or in any way related to this Charge; any amounts paid by the Chargee on account of any encumbrance, lien or charge against the Lands and any and all Costs incurred by the Chargee arising out of, or in any way related to, the Chargee realizing on its security by sale or lease or otherwise;

AND THAT THE CHARGOR has a good title in fee simple to the Lands and has good right, full power and lawful and absolute authority to charge the Lands and to give this Charge to the Chargee upon the covenants contained in this Charge;

AND THAT THE CHARGOR has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the Lands, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose; and free from all encumbrances except as may be permitted by the Chargee;

AND THAT THE CHARGOR will execute such further assurances of the Lands as may be requisite;

AND THAT THE CHARGOR will produce the title deeds and allow copies to be made at the expense of the Chargor.

11. **COMPLIANCE WITH LAWS AND REGULATIONS**

THE CHARGOR shall, in its ownership, operation and use of the Lands, promptly and at all times observe, perform, execute and comply with all laws, rules, requirements; orders, directions, ordinances and regulations of every Governmental Body having jurisdiction with respect to the same, and further agrees at its cost and expense to take any and all steps or make any improvements or alterations thereto, structural or otherwise, ordinary or extraordinary, which may be required at any time hereafter by any such present or future laws, rules, requirements, orders, directions, ordinances or regulations.

12. **CHANGE OF USE**

THE CHARGOR will not change or permit to be changed the existing use or uses of the Lands without the prior written consent of the Chargee.

13. **REPAIR**

THE CHARGOR will keep the Lands including the buildings, erections and improvements thereon in good condition and repair according to the nature and description thereof, and the Chargee may, whenever it deems necessary, enter upon and inspect the Lands, and the cost of such inspection shall be added to the indebtedness secured hereunder, and if the Chargor neglects to keep the Lands in good condition and repair, or commits or permits any act of waste on the Lands (as to which the Chargee shall be sole judge) or makes default as to any of the covenants or provisos herein contained, the principal sum herein shall, at the option of the Chargee, forthwith become due and payable, and in default of payment thereof with interest as in the case of payment before maturity, the powers of entering upon and leasing or selling hereby given may be exercised forthwith and the Chargee, upon five (5) days notice to the Chargor and in the event that the Chargor does not in such period cause and diligently proceed with such repairs, may make such repairs as it deems necessary, and the cost thereof with interest at the rate aforesaid shall be added to the monies hereby secured and shall be payable forthwith and be a charge upon the Lands prior to all claims thereon subsequent to this Charge.

14. **ALTERATIONS OR ADDITIONS**

THE CHARGOR will not make or permit to be made any alterations or additions to the Lands without the prior written consent of the Chargee, which consent may be withheld in the Chargee's sole discretion or may be given only subject to compliance with such terms and conditions at the cost of the Chargor as the Chargee may impose.

15. **LANDS INCLUDE ALL ADDITIONS**

THE LANDS shall include all buildings and structures all additions thereto and any additional adjoining lands buildings and structures that are or may after execution and /or registration of this Charge be acquired and/or built thereon and forming and/or being utilized for the same use or in conjunction with remainder of the Lands or as part thereof and all installations brought or placed on the Lands for the particular use and enjoyment thereof or as an integral part of or especially adapted for the buildings thereon whether or not affixed in law to the Lands including, without limiting the generality of the foregoing, piping, plumbing, electrical equipment or systems, aerials, refrigerators, stoves, clothes washers and dryers, dishwashers, incinerators, radiators and covers, fixed mirrors, fitted blinds, window screens and screen doors, storm windows and storm doors, shutters and awnings, floor coverings, fences, air conditioning, ventilating, heating, lighting, and water heating equipment, cooking and refrigeration equipment and all component parts of any of the foregoing and all of same shall be deemed fixtures and an accession to the freehold and a part of the realty.

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16. **ENVIRONMENTAL WARRANTY AND INDEMNITY**

**THE CHARGOR** and each Covenantor jointly and severally covenant, represent, warrant, undertake and acknowledge, as follows:

- a) They have not, and to the best of their knowledge, information and belief after making due inquiry, no other Person has caused or permitted any Hazardous Substance to be placed, discharged, stored, located or disposed of, on, under, at or near the Lands nor to be released from the Lands;
- b) The Lands have never been used as a land fill site, waste disposal site or coal gasification site, or to store Hazardous Substances either above or below ground in storage tanks, pipes, conduits or otherwise;
- c) They and, to the best of their knowledge, information and belief after making due inquiry, the tenants, invitees and all other occupiers of the Lands have at all times carried out all business and other activities upon the Lands in strict compliance with all Environmental Laws;
- d) They will at all times carry out all business and other activities upon the Lands in strict compliance with all Environmental Laws, and will at all times take all necessary measures to ensure that those for whom they are liable in law will also at all times carry out all business and other activities upon the Lands in strict compliance with all Environmental Laws.
- e) To the best of their knowledge, information and belief after making due inquiry, the use and occupation of the Lands have at all times been in strict compliance with all Environmental Laws;
- f) No notice, order, stop work order, inspection file, investigation, directive, enforcement action, regulatory action, suit, claim, action, proceeding or charge relating to any Hazardous Substance or to a breach or non-compliance with any Environmental Laws has been issued by any Governmental Body with respect to the Chargor or the Lands, or is otherwise threatened to be issued;
- g) They will provide the Chargee with full and complete copies of all communications received from time to time from all Governmental Bodies with respect to the Lands;
- h) They will provide to the Chargee on request and from time to time, information with respect to the status of the environmental matters referred to herein and will complete and deliver, on request, the Chargee's standard form of report, if any, on environmental matters; and,
- i) The representations and warranties contained herein are true and accurate in all respects as of the date of the first advance of this Charge and shall remain true and accurate from time to time thereafter. The Chargee may delay or refuse to make any advance to the Chargor if it believes that any of the representations and warranties set out in this Warranty and Indemnity are not presently true and accurate or if such representations and warranties have become untrue or inaccurate at any time hereafter.

**THE CHARGOR** hereby agrees to permit the Chargee to conduct, at the Chargor's sole expense, from time to time as required, any and all tests, inspections, appraisals and environmental audits of the Lands so as to determine and ensure continuing compliance with the provisions of this Warranty and Indemnity including, without limitation, the right to conduct soil tests and to review and copy any records relating to the Lands and/or to the businesses and other activities conducted thereon.

**THE CHARGOR** and each Covenantor jointly and severally agree to indemnify and save fully and completely harmless the Chargee and its officers, directors, employees, agents and shareholders from and against any and all losses, damages, demands, claims, actions, charges, orders, directives, undertakings, costs, legal fees and expenses, of every nature and kind, whatsoever and howsoever, which at any time or from time to time may be paid by, or incurred by, or suffered by, or asserted against, any of them as a direct or indirect result of (individually an "Environmental Breach" and collectively the "Environmental Breaches":

- a) a breach of any of the representations, warranties or covenants hereinbefore set out;
- b) the presence of any Hazardous Substance in, on, under or about the Lands;
- c) the breach of any Environmental Laws; and/or,
- d) the discharge, emission, release, spill or disposal of any Hazardous Substance from the Lands into or upon any land, the atmosphere, any watercourse, body of water or wetland or any other property.

**AND WITHOUT** limiting the foregoing, in the event of the existence and/or occurrence of any and all Environmental Breaches, the Chargor and each Covenantor shall forthwith:

- a) commence, carry out and satisfactorily complete the remediation of all such Environmental Breaches according to all applicable Environmental Laws and accordingly to the direction of the Chargee and any environmental consultants then engaged by the Chargee;
- b) pay, from their own resources, all amounts required in order to investigate, complete and record the remediation of all such Environmental Breaches; and,
- c) where required by the Chargee, file a Record of Site Condition in respect of the completion of the afore-noted remediation.

THE CHARGEЕ shall have the right, but not the obligation, in addition to any and all other rights by reason of its Charge of the Lands and any and all Loan Documents, to take such actions as it deems necessary or advisable in the circumstances in order to remediate all such Environmental Breaches, in each case on behalf of, for the sole account of, and at the sole cost of the Chargor and each Covenantor, and without being deemed to be in care or control of, or in possession of, the Lands.

THE REPRESENTATIONS, warranties, covenants, acknowledgments, undertakings and indemnifications set out in this Warranty and Indemnity shall survive the release and discharge of the Loan Documents and the repayment and satisfaction of the indebtedness secured by this Charge.

17. **INSPECTION**

THE CHARGEЕ shall have access to and the right to inspect the Lands at all reasonable times.

18. **TAXES**

WITH respect to Taxes, the Chargor covenants and agrees with the Chargee that:

- a) The Chargee may deduct from any advance of the monies secured by this Charge an amount sufficient to pay all Taxes which have become due and payable during any calendar year.
- b) The Chargee may at its sole option estimate the amount of the Taxes payable in each year and the Chargor shall forthwith upon demand of the Chargee pay to the Chargee one-twelfth (1/12) of the estimated annual amount of such Taxes on each payment date during the term of this Charge commencing with the first payment date of this Charge. The Chargee may at its option apply such payments to the Taxes so long as the Chargor is not in default under any covenant or agreement contained in this Charge, but nothing herein contained shall obligate the Chargee to apply such payments on account of Taxes more often than yearly. Provided however, that if the Chargor shall pay any sum or sums to the Chargee to apply on account of Taxes, and if before such payments have been so applied by the Chargee, there shall be default by the Chargor in respect of any payment of principal or interest as herein provided, the Chargee may at its option apply such sum or sums in or towards payment of the principal and interest in default. If the Chargor desires to take advantage of any discounts or avoid any penalties in connection with the payment of Taxes, the Chargor may pay to the Chargee such additional amounts as are required for that purpose.
- c) In the event that the Taxes actually charged in a calendar year, together with any interest and penalties thereon, exceed the amount estimated by the Chargee as aforesaid, the Chargor shall pay to the Chargee, on demand, the amount required to make up the deficiency. The Chargee may at its option, pay any of the Taxes when payable, either before or after they are due, without notice, or may make advances therefor in excess of the then amount of credit held by the Chargee for Taxes. Any excess amount advanced by the Chargee shall be secured as an additional principal sum under this Charge and shall bear interest at the rate as provided for in this Charge until repaid by the Chargor.
- d) The Chargor shall transmit to the Chargee all assessment notices, tax bills and other notices pertaining to the imposition of Taxes forthwith after receipt thereof.
- e) The Chargor shall pay to the Chargee, in addition to any other amounts required to be paid hereunder, the amount required by the Chargee in its sole discretion for a reserve on account of future liability for Taxes.
- f) In no event shall the Chargee be liable for any interest on any amount paid to it on account of Taxes and the monies so received may be held with its own funds pending payment or application thereof as herein provided; provided that in the event that the Chargee does not utilize the funds received on account of Taxes in any calendar year, such amount or amounts may be held by the Chargee on account of any pre-estimate of Taxes required for the next succeeding calendar year, or at the Chargee's option the Chargee may repay such amount to the Chargor without any interest.
- g) The Chargor shall in all instances be responsible for the payment of any and all penalties resulting from any arrears of Taxes or any late payment of current instalments thereof, and at no time shall such penalties be the responsibility of the Chargee.



- h) In the event the Chargee does not collect payments on account of Taxes as aforesaid, the Chargor shall deliver to the Chargee within thirty (30) days following the due date for each instalment of Taxes written evidence from all taxing authorities having jurisdiction to the effect that the then current instalment of Taxes and all other Taxes due in respect of the then current calendar year and any preceding calendar years have been paid in full, failing which, the Chargee shall be entitled to charge a servicing fee for each written inquiry directed to such taxing authorities or the Chargor for the purpose of ascertaining the status of the Taxes together with any costs payable to such taxing authorities for such information.

19. **UTILITIES**

**THE CHARGOR** covenants that it will pay all utility and fuel charges related to the Lands as and when they are due and that the Chargor will not allow or cause the supply of utilities or fuel to the Lands to be interrupted or discontinued and that, if the supply of fuel oil or utilities is interrupted or discontinued, the Chargor will take all steps that are necessary to ensure that the supply of utilities or fuel is restored forthwith. It is specifically agreed that the failure to pay all fuel and utility charges as and when they are due or the interruption or discontinuing of the supply of fuel or utilities to the Lands shall constitute a default by the Chargor within the meaning of this Charge and in addition to all other remedies provided for herein, the principal sum of this Charge shall, at the sole option of the Chargee forthwith become due and payable.

20. **INSURANCE**

**THE CHARGOR** will insure and keep insured during the term of this Charge the buildings and other improvements on the Lands (now or hereafter erected) on an all-risks basis in an amount of not less than the greater of the full replacement value of the buildings located thereon from time to time, or the principal money herein, with no co-insurance provisions and with the Chargee's standard mortgage clause forming part of such insurance policy. The Chargor shall carry such liability, rental, loss of income, business interruption, boiler, plate glass and other insurance coverage as is required by the Chargee to be placed with such insurance companies and in such amounts and in such form as may be acceptable to the Chargee. All such policies shall provide for loss payable to the Chargee and contain such additional clauses and provisions as the Chargee may require. An original of all insurance policies and endorsements from the insurer to the effect that coverage has been bound and/or extended for a minimum period of at least one (1) year and that all premiums with respect to such term of such coverage have been paid for in full, shall be produced to the Chargee prior to any advance and at least thirty (30) days before expiration of any term of any such respective policy, failing which the Chargee may provide therefor and charge the premium paid therefor and interest thereon at the aforesaid rate to the Chargor and any amounts so paid by the Chargee shall be payable forthwith to the Chargee and shall also be a charge upon the Lands and secured by this Charge. It is further agreed that the Chargee may at any time require any insurance on the said buildings to be cancelled and new insurance effected with a company to be named by it, and also may, of its own accord, effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be forthwith payable to it, together with interest at the rate aforesaid by the Chargor (together with any Costs of the Chargee as herein set out), and shall be a charge upon the Lands and secured by this Charge.

**IN THE EVENT** that the evidence of continuation of such insurance as herein required has not been delivered to the Chargee within the required time, the Chargee shall be entitled to a servicing fee for each written inquiry which the Chargee shall make to the insurer or the Chargor pertaining to such renewal (or resulting from the Chargor's non-performance of the within covenant). In the event that the Chargee pursuant to the within provision arranges insurance coverage with respect to the Lands, the Chargee, in addition to the aforementioned servicing fee, shall be entitled to a further servicing fee for arranging the necessary insurance coverage.

**IN THE EVENT** of any loss or damage, the Chargor shall forthwith notify the Chargee in writing and notwithstanding any other provision to the contrary, statutory or otherwise, in the event of any monies becoming payable pursuant to any insurance policy herein required, the Chargee may, at its option, require the said monies to be applied by the Chargor in making good the loss or damage in respect of which the money is received, or in the alternative, may require that any or all of the monies so received be applied in or towards satisfaction of any or all of the indebtedness hereby secured whether or not such indebtedness has become due. No damage may be repaired nor any reconstruction effected without the approval in writing of the Chargee in any event.

**THE CHARGOR**, upon demand, will transfer all policies of insurance provided for herein and the indemnity which may become due therefrom to the Chargee. The Chargee shall have a lien for the indebtedness hereby secured on all the said insurance proceeds and policies, and may elect to have these insurance monies applied as it may deem appropriate, including payment of monies secured hereby, whether due or not, but the Chargee shall not be bound to accept the said monies in payment of any principal not yet due.

21. **REMITTANCE AND APPLICATION OF PAYMENTS**

**ALL** payments of principal, interest and other monies payable hereunder to the Chargee shall be payable at par in lawful money of Canada at the Chargee's address for service as set out in this Charge or at such other place as the Chargee shall designate in writing from time to time. In the event that any of the monies secured by this Charge are forwarded to the Chargee by mail, payment will not be deemed to have been made until the Chargee has actually received such monies and the Chargor shall assume and be responsible for all risk of loss or delay.

**NOTWITHSTANDING** anything herein to the contrary, in the event of any default under this Charge, the Chargee may apply any payments received in whatever order the Chargee may elect as between principal, interest, realty taxes, insurance premiums, repairs, Costs and any other advances or payments made by the Chargee hereunder.

**22. RECEIPT OF PAYMENT**

**ANY** payment received after 1:00 p.m. Eastern Standard Time on any date shall be deemed, for the purpose of calculation of interest to have been made and received on the next bank business day and the Chargee shall be entitled to interest on the amount due it, to and including the date on which the payment is deemed by this provision to have been received.

**23. NO DEEMED RE-INVESTMENT**

**EXCEPT** in the case where this Charge provides for blended payments of principal and interest whether paid monthly or otherwise, the parties hereto agree that the Chargee shall not be deemed to reinvest any monthly or other payments received by it hereunder.

**24. PRE-AUTHORIZED CHEQUING PLAN**

**IF AND WHEN** required by the Chargee, all payments made under this Charge by the Chargor shall be made by a pre-authorized cheque payment plan as approved by the Chargee. The Chargee shall not be obligated to accept any payment other than payment made by pre-authorized cheque. Failure to make all payments by pre-authorized cheque shall be an act of default within the meaning of this Charge and the Chargee shall be entitled to pursue any and all of its remedies herein and/or at law as it may deem necessary at its option.

**25. POSTDATED CHEQUES**

**THE CHARGOR** shall, if and when required by the Chargee, deliver to the Chargee upon the first advance of moneys hereunder or upon request and thereafter on each anniversary date thereof in each year for the duration of the term of this Charge, postdated cheques for the payments of principal, interest and estimated realty taxes required to be made herein during the twelve (12) month period commencing on each such anniversary date. In the event of default by the Chargor in delivery to the Chargee of the postdated cheques as herein provided, this Charge shall be deemed in default and the Chargee shall be entitled to pursue any and all of its remedies herein and/or at law as it may deem necessary at its option. In addition, the Chargee upon the Chargor's failure to deliver such postdated cheques as required hereunder shall be entitled to a servicing fee for each written request that it makes to the Chargor for the purpose of obtaining such postdated cheques. Any step taken by the Chargee hereunder by way of a request for further postdated cheques shall be without prejudice to the Chargee's rights hereunder to declare the Charge to be in default in the event that such postdated cheques are not delivered within the required time.

**26. DISHONOURED CHEQUES**

**IN THE EVENT** that any of the Chargor's cheques are not honoured when presented for payment to the drawee, the Chargor shall pay to the Chargee for each such returned cheque a servicing fee to cover the Chargee's administration costs with respect to same. In the event that the said cheque which has not been honoured by the drawee is not forthwith replaced by the Chargor, the Chargee shall be entitled to a further servicing fee for each written request therefor which may be necessitated by the Chargor not forthwith replacing such dishonoured cheque.

**27. FINANCIAL AND OPERATING STATEMENTS**

**THE CHARGOR** covenants that, within the periods of time hereinafter specified, or within such other period(s) of time as may be specified by the Commitment, the Chargor shall deliver or cause to be delivered to the Chargee the following:

- a) within ninety (90) days after the end of each fiscal year of operation of the Lands, an annual operating statement in respect of the Lands for the immediately preceding fiscal year setting forth the gross rents and other income derived from the Lands, the cost and expenses of operation and maintenance of the Lands and such other information and explanations in respect of the same as may be required by the Chargee;
- b) within ninety (90) days after the end of each fiscal year of each Chargor and Covenantor which is a corporation or partnership, the annual financial statements of each such corporation or partnership for its immediately preceding fiscal year including, without limitation, the balance sheet of the corporation or partnership as at its fiscal year end with comparative figures for prior years, statements of earnings, retained earnings and changes in financial position as at the fiscal year end with comparative figures for prior fiscal years, any supporting schedules and notes thereto and such other information and explanations as may be required by the Chargee; and
- c) with respect to each Chargor and Covenantor who is an individual and within thirty (30) days after each anniversary of the date of the Commitment, an annual updated net worth statement of each such individual in

such form and including such content and other information and explanations as may be required by the Chargee.

All such operating and financial statements shall be prepared at the expense of the Chargor and in accordance with generally accepted accounting principles applied on a consistent basis and by a duly qualified chartered accountant or certified public accountant which is acceptable to the Chargee, and shall be submitted in audited form if so required by the Chargee in the event of a default occurring pursuant to this Charge, and the completeness and correctness of such statements shall be supported by an affidavit of an authorized officer of the Chargor or Covenantor, as the case may be.

**28. ESTOPPEL ACKNOWLEDGEMENTS**

IF AND whenever the Chargee requests an acknowledgement from the Chargor as to the statement of account with respect to this Charge or the status of the terms and conditions of this Charge, the Chargor shall execute such an acknowledgement in such form as may be required by the Chargee provided that the contents of such form are correct, and the Chargor shall do so forthwith upon request and without cost to the Chargee and shall return such acknowledgement duly executed within two (2) business days of such request.

**29. STATEMENTS OF ACCOUNT**

THE CHARGOR shall be entitled to receive upon written request, a statement of account with respect to this Charge as of any payment date under this Charge and the Chargee shall be entitled to a servicing fee for each such statement.

**30. RENEWAL OR EXTENSION OF TIME; ATTENTION SUBSEQUENT INTERESTS**

NO renewal or extension of the term of this Charge given by the Chargee to the Chargor, or anyone claiming under it, or any other dealing by the Chargee with the owner of the equity of redemption of the Lands, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other Person liable for the payment of the monies hereby secured. This Charge may be amended, extended and/or renewed by an agreement in writing at maturity for any term with or without an increased rate of interest, or amended from time to time as to any of its terms, including, without limitation, an increase of interest rate or principal amount and notwithstanding that there may be subsequent encumbrancers, and it shall not be necessary to register any such agreement in order to retain priority for this Charge so altered over any instrument registered subsequent to this Charge. PROVIDED that nothing contained in this paragraph shall confer any right of amendment, extension or renewal upon the Chargor.

THE TERMS of this Charge may be amended, extended and this Charge may be renewed from time to time by mutual agreement between the then current owner of the Lands and the Chargee and the Chargor hereby further covenants and agrees that, notwithstanding that the Chargor may have disposed of its interest in the Lands, the Chargor will remain liable as a principal debtor and not as a surety for the observance of all of the terms and provisions herein and will in all matters pertaining to this Charge well and truly do, observe, fulfill and keep all of the covenants, provisos, conditions and agreements in this Charge and all amendment(s), extension(s) and renewal(s) thereof, and without limiting the foregoing, notwithstanding the amendment, extension and/or renewal of this Charge, and notwithstanding the giving of time for the payment of this Charge or the varying of the terms of the payment thereof or of the rate of interest thereon, and notwithstanding any other indulgence by the Chargee to the Chargor.

THE CHARGOR covenants and agrees with the Chargee that no agreement for amendment, extension and/or renewal hereof, or for extension of the time for payment of any monies payable hereunder shall result from, or be implied from, any payment or payments of any kind whatsoever made by the Chargor to the Chargee after the expiration of the original term of this Charge or of any subsequent term agreed to in writing between the Chargor and the Chargee, and that no amendment, extension and/or renewal hereof or any extension of the time for payment of any monies hereunder shall result from, or be implied from, any other act, matter or thing, save only express agreement in writing between the Chargor and the then current owner of the Lands.

**31. CONSTRUCTION LIENS**

THE CHARGEES may, at its option, withhold from any advances for which the Chargor may have qualified such amounts as the Chargee, in its sole discretion, considers advisable so as to ensure the priority of all advances over all liens arising under any construction lien legislation until such time as the Chargee is fully satisfied that all lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this Charge shall be construed to make the Chargee an "owner" or "payer" as defined under any construction lien legislation, nor shall there be or be deemed to be any obligation by the Chargee to retain any holdback which may be required by the said legislation. Any holdback which may be required to be retained by the "owner" or "payer" pursuant to any construction lien legislation shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of all construction lien legislation.

**32. EXPROPRIATION**

IF the Lands or any part thereof which, in the reasonable opinion of the Chargee is material to the viability and operations thereof shall be expropriated by any Governmental Body clothed with the powers of expropriation, then at the option of the Chargee the principal sum herein remaining unpaid shall forthwith become due and payable together with interest thereon at the rate provided for herein to the date of payment together with an additional compensatory amount agreed to be fair and reasonable so as to preserve in favour of the Chargee the expected contracted for return on investment. In any event all the proceeds of any expropriation shall be and are hereby irrevocably directed to be paid to the Chargee at its option in priority to the claims of any other party.

**33. LETTERS OF CREDIT**

THE PARTIES to this Charge hereby acknowledge and agree that, in addition to all other amounts advanced and/or secured hereby, this Charge shall stand as good and valid security with respect to any and all Letters of Credit issued by or on behalf of the Chargee for the benefit of or on account of the Chargor and in favour of any other party as may be requested or directed by the Chargor from time to time, and that the total amount of the financial obligations under each Letter of Credit inclusive of any and all costs and fees related thereto shall be deemed to have been advanced and fully secured under this Charge as of and from the date of issuance of each such Letter of Credit regardless of when the same may be called upon by the holder thereof. In the event that at any time the Chargee is of the opinion, in its sole and unfettered discretion, that the Lands or such part(s) thereof as remain undischarged are insufficient to secure the aggregate amount of all of the Chargee's outstanding obligations under, pursuant to or in connection with such Letters of Credit from time to time outstanding, the Chargee shall be entitled to retain out of any payment received under this Charge or out of the proceeds of any sale or revenue received in respect of the Lands or any part(s) thereof or out of the proceeds of any amounts received by the Chargee upon the enforcement of this Charge, an amount equal to the aggregate amount of all of the Chargee's outstanding obligations under, pursuant to or in connection with Letters of Credit as remain from time to time outstanding without being obliged to apply any portion of such amount on account of any principal, interest or other monies otherwise outstanding and secured by this Charge; and the Chargee shall be entitled to retain such amount for such period of time as any of the Letters of Credit remain outstanding and the Chargee is hereby irrevocably authorized and directed to utilize the same in order to satisfy payment of any amounts called upon for payment pursuant to the Letters of Credit.

**34. SALE OR CHANGE OF CONTROL**

IN THE EVENT of any sale, conveyance or transfer of the Lands or any portion thereof, or a change in control or beneficial ownership of the Chargor or a change in the beneficial ownership of the Lands or any portion thereof or a lease of the whole of the Lands, all sums secured hereunder shall, at the Chargee's option, become due and payable forthwith unless the prior written consent of the Chargee has been obtained, which consent may be arbitrarily or unreasonably withheld. The rights of the Chargee pursuant to this provision shall not be affected or limited in any way by the acceptance of payments due under this Charge from the Chargor or any Person claiming through or under it and the rights of the Chargee hereunder shall continue without diminution for any reason whatsoever until such time as the Chargee has consented in writing as required by this provision.

PROVIDED further that no permitted sale or other dealing by the Chargor with the Lands or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any other Person liable for payment of the monies hereby secured.

**35. NO FURTHER ENCUMBRANCES**

IN THE EVENT of that the Chargor enters into, creates, incurs, assumes, suffers or permits to exist any additional charge, encumbrance, pledge or other financing of the Lands, or of the chattels, equipment or personal property related to the Lands, all sums secured hereunder shall, at the Chargee's option, become due and payable forthwith unless the prior written consent of the Chargee has been obtained, which consent may be arbitrarily or unreasonably withheld.

**36. ADDITIONAL EVENTS OF DEFAULT**

WITHOUT limiting any of the provisions of this Charge, each of the following events shall be considered events of default hereunder upon the happening of which the whole of the principal sum outstanding and all interest accruing thereon shall immediately become due and payable at the option of the Chargee exercised by notice in writing to the Chargor:

- a) Failure by the Chargor to pay any instalment of principal, interest and/or Taxes under this Charge or under any charge or other encumbrance of the Lands, on the date upon which any of the payments for same become due;
- b) Failure by the Chargor or any Covenantor to strictly and fully observe or perform any condition, agreement, covenant or term set out in the application or Commitment for the loan secured by this Charge, the provisions of this Charge, or any other document creating a contractual relationship as between them or any of them or

if it is found at any time that any representation to the Chargee with respect to the loan secured by this Charge or in any way related thereto is incorrect or misleading;

- c) Default by the Chargor in the observance or performance of any of the covenants, provisos, agreements or conditions contained in any charge, encumbrance or other agreement affecting the Lands, whether or not it has priority over this Charge;
- d) Upon the registration of any construction lien against the Lands which is not discharged or vacated within a period of ten (10) days after the date of registration thereof;
- e) In the event that any Hazardous Substance is discovered in, on or under the Lands or any part thereof and the same is not completely removed therefrom to the entire satisfaction of the Chargee within ten (10) days after demand therefor by the Chargee;
- f) In the event that the Lands are abandoned or there is any cessation of the business activities or any material part thereof now being conducted upon the Lands by the Chargor or the beneficial owner of the Lands or any of their respective officers, agents, employees, tenants or invitees;
- g) If the Chargor or any Covenantor dies or commits an act of bankruptcy or becomes insolvent or has a receiver or receiver and manager appointed for it or over any of its assets or if any creditor takes possession of any of its assets or if any execution, distress or other like process is levied or enforced upon the Lands or any part thereof or if any compromise or arrangement with creditors is made by any of them; or,
- h) Default by the Chargor, its successors or assigns, or any of the Covenantors in the observance or performance of any representation, warranty, covenant, proviso, agreement or condition contained in any charge or encumbrance or document securing, evidencing or relating to any indebtedness owing by the Chargor, its successors or assigns, to the Chargee from time to time whether or not related to or affecting this Charge and the Lands or any other loan and property given as security therefor.

### 37. DEFAULT

THE CHARGEЕ may, on default of payment or in the performance of any covenant in this Charge contained or implied by law or statute, enter on and lease the Lands, or in default of payment or in default in performance of any covenant in this Charge contained or implied by law or statute for at least fifteen (15) days may, on at least thirty-five (35) days' notice sell the Lands. Such notice shall be given to such Persons and in such manner and form and within such time as provided under the *Mortgages Act* (Ontario). In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable it is agreed that notice may be effectually given by leaving it with a grown-up person on the Lands, if occupied, or by placing it on the Lands if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at the Chargor's last known address, or by publishing it once in a newspaper published in the city, county or district in which the Lands are situate; and such notice shall be sufficient although not addressed to any Person or Persons by name or designation; and notwithstanding that any Person to be affected thereby may be unknown, unascertained, or under disability. IF there be legal personal representatives of the Chargor on the death of the Chargor, such notice may, at the option of the Chargee, be given in any of the above modes or by personal service upon such representatives.

WITHOUT PREJUDICE to the statutory powers of the Chargee under the preceding proviso, that in case default be made in the payment of the said principal or interest or any part thereof and such default continues for two (2) months after any payment of either principal or interest falls due, the Chargee may exercise the powers given under the preceding proviso with or without entry on the Lands without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such Persons and in such manner and form and within such time as so required by law. The Chargee may sell the whole or any part or parts of the Lands by public auction or private contract, or partly one or partly the other; and the proceeds of any sale hereunder may be applied in payment of any Costs incurred in taking, recovering or keeping possession of the Lands or by reason of non-payment or procuring payments of monies secured hereby or otherwise. The Chargee may sell any of the Lands on such terms as to credit and otherwise as shall appear to it most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which it shall deem proper; and may buy in or rescind or vary any contract for the sale of the whole or any part of the Lands and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as it shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder and the title of a purchaser or lessee upon a sale or lease made in professed exercise of the above power shall not be liable to be impeached on the ground that no cause had arisen to authorize the exercise of such power or that such power had been improperly or irregularly exercised, or that such notice had not been given, but any Person damnified by an unauthorized, improper or irregular exercise of the power shall have its remedy against the Person exercising the power in damages only.

IT IS hereby agreed that the Chargee may pay all premiums of insurance and all Taxes which shall from time to time fall due and be unpaid in respect of the Lands, and that such payments together with all Costs which may be incurred in taking, recovering and keeping possession of the Lands, and of negotiating this loan, investigating title, and registering this Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize this security, (including legal fees, real estate commissions, appraisal costs and other Costs incurred in leasing or selling the Lands or in exercising the power of entering, leasing and selling herein contained) shall be with interest at the rate aforesaid and shall be a charge upon the Lands in favour of the Chargee and that the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the Lands, and that any amount paid by the Chargee shall be added to the monies hereby secured and shall be payable forthwith with interest at the rate herein, and in default this Charge shall immediately become due and payable at the option of the Chargee and all powers in this Charge conferred shall become exercisable. In the event of the Chargee paying the amount of any such encumbrance, lien or charge, taxes or rates, either out of the money advanced on the security of this Charge or otherwise, the Chargee shall be entitled to all the rights, equities and securities of the Person or Persons so paid and is hereby authorized to obtain an assignment or discharge thereof, and to retain same, for whatever period the Chargee shall deem it proper to do so.

WHEREVER a power of sale is hereby conferred upon the Chargee, all provisions hereof relating to exercising such power, including, without in any way limiting the generality of the foregoing, the Persons to whom notice of exercising such power shall be given and the manner of giving such notice, shall be deemed to have been amended so as to comply with the requirements of law from time to time in force with respect to exercising such power of sale, and wherever there shall be a conflict between the provisions of this Charge relating to exercising such power of sale and the requirements of such law, the provisions of such law shall govern. Insofar as there is no such conflict, the provisions of this Charge shall remain unchanged.

THE CHARGEES may lease or sell as aforesaid without entering into possession of the Lands.

THE CHARGEES may distrain for arrears of interest and the Chargee may distrain for arrears of principal and arrears of Taxes in the same manner as if the same were arrears of interest.

UPON DEFAULT of the payment of the interest hereby secured the principal hereby secured shall become payable at the option of the Chargee, together with interest thereon.

UPON DEFAULT of payment of instalments of principal promptly as the same become due, the balance of the principal and interest shall immediately become due and payable at the option of the Chargee.

UPON DEFAULT under this Charge, the Chargee shall be entitled and shall have full power to assume control of, manage, operate and carry on the business of the Chargor being conducted at or upon the Lands on the date of this Charge or at any time thereafter.

UNTIL DEFAULT hereunder the Chargor shall have quiet possession of the Lands.

ON DEFAULT the Chargee shall have quiet possession of the Lands.

THE CHARGEES may in writing at any time or times after default waive such default and upon such waiver the time or times for payment of the principal secured herein shall be as set out in the proviso for redemption herein. Any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default. No waiver shall be effective or binding on the Chargee unless made in writing.

IT IS FURTHER agreed that the Chargee may at its discretion at any time, release any part or parts of the Lands or any other security or any surety for the money hereby secured either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the Lands or any Person from this Charge or from any of the covenants herein contained, it being especially agreed that every part or lot into which the Lands are or may hereafter be divided does and shall stand charged with all of the monies hereby secured and no Person shall have the right to require the principal secured hereunder to be apportioned; further the Chargee shall not be accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. No sale or other dealing by the Chargor with the equity of redemption in the Lands or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any other Person liable for payment of the monies hereby secured.

IT IS FURTHER agreed that the Chargee may exercise all remedies provided for in this Charge concurrently or in such order and at such times as it may see fit and shall not be obligated to exhaust any remedy or remedies before exercising its rights under any other provisions contained in this Charge.

WITHOUT limiting any other provision of this Charge, the Chargor acknowledges and agrees that, upon the occurrence of any default under this Charge and whether or not the monies hereby secured have been fully advanced, the Chargee may, at any time and from time to time as the Chargee shall determine at its sole option and discretion, advance such further sums under this Charge as are necessary to pay any arrears of Taxes, utilities or other charges capable of constituting a lien upon the Lands *pari passu* with or in priority to this Charge, to pay all amounts due under any encumbrance having priority over this Charge, to pay all amounts required to discharge or

vacate any construction lien registered against the Lands whether or not priority is claimed over this Charge, to maintain in good standing any policies of insurance in respect of the Lands, to maintain, repair, operate and/or manage the Lands and any or all improvements thereon, to complete construction or renovation of any improvements on the Lands, to realize upon any security held by the Chargee for the loan secured by this Charge and generally to enforce all of the Chargee's rights, title and interest hereunder and to protect the Lands and to preserve the enforceability and priority of this Charge, and to pay any and all Costs; and all amounts advanced by the Chargee for any of the purposes as aforesaid shall bear interest at the rate applicable under this Charge from the date so advanced until repaid in full and shall be secured by this Charge in the same priority as the principal amount hereof.

**38. RIGHT OF CHARGE TO REPAIR, ETC.**

**THE CHARGOR** covenants and agrees with the Chargee that in the event of default in the payment of any instalment or other monies payable hereunder by the Chargor or on breach of any covenant, proviso or agreement herein contained after all or any of the monies hereby secured have been advanced, the Chargee may, at such time or times as the Chargee may deem necessary and without the concurrence of any Person, enter upon the Lands and may make such arrangements for completing the construction of, repairing or putting in order any buildings or other improvements on the Lands or for inspecting, taking care of, leasing, collecting the rents of and generally managing the Lands, as the Chargee may deem expedient; and all Costs including, but not limited to, allowances for the time and services of any employee of the Chargee or other Person appointed for the above purposes and a servicing fee shall be forthwith payable to the Chargee by the Chargor and shall be a charge upon the Lands and shall bear interest at the rate applicable under this Charge until paid.

**39. APPOINTMENT OF A RECEIVER**

IT IS agreed that at any time and from time to time when there shall be default under the provisions of this Charge, the Chargee may at such time and from time to time and with or without entering into possession of the Lands appoint in writing a Receiver of the Lands, or any part thereof and of the rents and profits thereof and with or without security, and may from time to time by similar writing remove any such Receiver and appoint another in its place and stead, and in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor. The Chargor hereby irrevocably agrees and consents to the appointment of such Receiver of the Chargee's choice and without limitation whether pursuant to this Charge, the *Mortgages Act* (Ontario), the *Construction Lien Act* (Ontario), *Courts of Justice Act*, the *Trustee Act* (Ontario), or any other Legislation as the Chargee may at its sole option require. Without limitation, the purpose of such appointment shall be the orderly management, administration and/or sale of the Lands or any part thereof and the Chargor hereby consents to a court order for the appointment of such Receiver, if the Chargee in its discretion chooses to obtain such order, and on such terms and for such purposes as the Chargee at its sole discretion may require, including, without limitation, the power to manage, charge, pledge, lease and/or sell the Lands and/or to complete or partially complete any construction thereon and to receive advances of monies pursuant to any charges, pledges and/or loans entered into by the Receiver or the Chargor, and if required by the Chargee, in priority to any existing encumbrances affecting the Lands, including without limitation, charges and construction lien claims.

**UPON** the appointment of any such Receiver from time to time the following provisions shall apply:

- a) A Statutory Declaration made by the Chargee or by any authorized representative of the Chargee as to default under the provisions of this Charge shall be conclusive evidence thereof;
- b) Every such Receiver shall be the irrevocable agent or attorney of the Chargor for the management of the Lands and/or collection of all rents falling due in respect to the Lands, or any part thereof, whether in respect of any tenancies created in priority to this Charge or subsequent thereto and/or with respect to sale of the Lands, and all responsibility and liability for its acts and omissions shall remain with the Chargor;
- c) The Chargee may from time to time fix the remuneration of every such Receiver which shall be a charge on the Lands, and may be paid out of the income therefrom or the proceeds of sale thereof;
- d) The appointment of every such Receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the Receiver in any respect and such appointment or anything which may be done by any such Receiver or the removal of any such Receiver or the termination of any such receivership shall not have the effect of constituting the Chargee a mortgagee in possession in respect of the Lands or any part thereof;
- e) The Receiver shall have the power to lease any portion of the Lands for such term and subject to such provisions as it may deem advisable or expedient and shall have the authority to execute any lease of the Lands or any part thereof in the name and on behalf of the Chargor and the Chargor undertakes to ratify and confirm, and hereby ratifies and confirms, whatever acts such Receiver may do on the Lands;
- f) In all instances, the Receiver shall be acting as the attorney or agent of the Chargor;
- g) The Receiver shall have full power to complete any unfinished construction upon the Lands;

- h) The Receiver shall have full power to manage, operate, repair, alter or improve the Lands or any part thereof in the name of the Chargor for the purposes of securing the payment of rental from the Lands or any part thereof;
- i) The Receiver shall have full power to assume control of, manage, operate and carry on the business of the Chargor being conducted at or upon the Lands on the date of this Charge or at any time thereafter;
- j) The Receiver shall have full power to do all acts and execute all documents which may be considered necessary or advisable in order to protect the Chargee's interest in the Lands including, without limiting the generality of the foregoing, increasing, extending, renewing or amending all charges, mortgages and other encumbrances which may be registered against the Lands from time to time, whether or not any of the same are prior to the interest of the Chargee in the Lands; selling of the Lands; borrowing money on the security of the Lands; applying for and executing all documents in any way related to any re-zoning applications, severance of lands pursuant to the provisions of the *Planning Act* (Ontario), as amended, subdivision agreements and development agreements and agreements for the supply or maintenance of utilities or services to the Lands, including grants of lands or easements or rights of way necessary or incidental to any such agreements; executing all grants, documents, instruments and agreements related to compliance with the requirements of any competent Governmental Body, whether pursuant to a written agreement or otherwise and applying for and executing all documents in any way related to registration of the Lands as a condominium; completing any application for first registration pursuant to the provisions of the *Land Titles Act* (Ontario) or pursuant to the *Certification of Titles Act* (Ontario); and for all and every of the purposes aforesaid the Chargor does hereby give and grant unto the Receiver full and absolute power and authority to do and execute all acts, deeds, matters and things necessary to be done as aforesaid in and about the Lands, and to commence, institute and prosecute all actions, suits and other proceedings which may be necessary or expedient in and about the Lands, as fully and effectually to all intents and purposes as the Chargor itself could do if personally present and acting therein;
- k) The Receiver shall not be liable to the Chargor to account for monies or damages other than cash received by it in respect of the Lands or any part thereof and out of such cash so received every such Receiver shall pay in the following order:
- i) its remuneration;
  - ii) all payments made or incurred by it in the exercise of its powers hereunder;
  - iii) any payment of interest, principal and other money which may from time to time be or become charged upon the Lands in priority to the monies owing hereunder and all taxes, insurance premiums and every other proper expenditure made or incurred by it in respect of the Lands or any part thereof.

THE CHARGOR hereby irrevocably appoints the Chargee as its attorney to execute such consent or consents and all such documents as may be required in the sole discretion of the Chargee and/or its solicitors so as to give effect to the foregoing provisions and the signature of such attorney shall be valid and binding on the Chargor and all parties dealing with the Chargor, the Chargee and/or the Receiver and/or with respect to the Lands in the same manner as if such documentation was duly executed by the Chargor itself.

#### 40. CHARGE NOT TO BE DEEMED MORTGAGEE IN POSSESSION

IT IS agreed that the Chargee in exercising any of the rights given to the Chargee under this Charge shall be deemed not to be a chargee or mortgagee in possession.

#### 41. ENFORCEMENT OF ADDITIONAL SECURITY

IN THE EVENT that, in addition to the Lands charged hereby, the Chargee holds further security on account of the monies secured hereby, it is agreed that no single or partial exercise of any of the Chargee's powers hereunder or under any of such security, shall preclude other and further exercise of any other right, power or remedy pursuant to any of such security. The Chargee shall at all times have the right to proceed against all, any, or any portion of such security in such order and in such manner as it shall in its sole discretion deem fit, without waiving any rights which the Chargee may have with respect to any and all of such security, and the exercise of any such powers or remedies from time to time shall in no way affect the liability of the Chargor under the remaining security, provided however, that upon payment of the full indebtedness secured hereunder the rights of the Chargee with respect to any and all such security shall be at an end.

#### 42. TAKING OF JUDGMENT NOT A MERGER

THE taking of a judgment or judgments on any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Chargee's right to interest at the rate and times herein provided; and further that the said judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as herein provided until the said judgment shall have been fully paid and satisfied.



43. **BANKRUPTCY AND INSOLVENCY ACT**

THE CHARGOR hereby acknowledges and agrees that the security held by the Chargee is not all or substantially all of the inventory, accounts receivable or other property of the Chargor acquired for or used in relation to any business carried on by the Chargor. The Chargor hereby further acknowledges and agrees that notwithstanding any act of the Chargee by way of appointment of any Person or Persons for the purposes of taking possession of the Lands as agent on behalf of the Chargor or otherwise or by taking possession of the Lands itself pursuant to any rights that the Chargee may have with respect thereto shall not constitute the Chargee or any such Person, a receiver within the meaning of subsection 243(2) of the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") or any amendment or replacement thereof, and that any and all requirements of Part XI of the BIA as it may pertain to obligations of receivers as may be amended from time to time shall not be applicable to the Chargee with respect to the transaction pursuant to which this Charge has been given or with respect to enforcement of this Charge or any other security held by the Chargee. The Chargor hereby acknowledges and agrees that no action shall lie against the Chargee as a receiver and manager or otherwise for any loss or damage arising from non-compliance with any obligations of a receiver pursuant to the provisions of the BIA as amended from time to time whether or not the Chargee had reasonable grounds to believe that the Chargor was not insolvent.

THE CHARGOR further acknowledges and agrees that any and all Costs as may be incurred from time to time by the Chargee in order to effect compliance or avoid any adverse ramifications of the BIA shall be entirely for the account of the Chargor. The Chargee shall be entitled to incur any such Costs, including any costs of its personnel in administering any requirements of the BIA and to add the same to the indebtedness owing pursuant hereto and the same shall be secured hereunder and under any and all security held by the Chargee for the indebtedness owing to the Chargee in the same manner and in the same priority as the principal secured hereunder.

44. **PERMISSIBLE INTEREST RATE**

IT IS NOT the intention of this Charge to violate any provisions of the *Interest Act* (Canada), the *Criminal Code* (Canada) or any other statute dealing with permitted rates of interest in the Province of Ontario or in Canada. Notwithstanding any provisions set out herein, in no event shall the "interest" (as that term is defined in the *Criminal Code* (Canada)) exceed the "criminal rate" (as defined therein) of interest on the "credit advanced" (as defined therein) lawfully permitted under the said legislation. In the event that it is determined at any time that, by virtue of the Commitment, this Charge or any other document given as security for the herein contemplated loan, the payments of interest required to be made by the Chargor exceed the "criminal rate", then the Chargor shall only be required to pay interest at the highest rate permitted by law. Nothing herein shall invalidate any requirements for payment pursuant to the Commitment, this Charge or such other security documents, and any excess interest paid to the Chargee shall be refunded to the Chargor and the provisions of this Charge shall in all respects be deemed to be amended accordingly.

45. **INDEMNIFICATION**

THE CHARGOR and Covenantor hereby agree to indemnify and save harmless the Chargee, its officers, agents, trustees, employees, contractors, licensees or invitees from and against any and all losses, damages, injuries, expenses, suits, actions, claims and demands of every nature and kind whatsoever and howsoever arising out of the provisions of this Charge and the Loan Documents, any letters of credit or letters of guarantee issued, sale or lease of the Lands and/or the use or occupation of the Lands including, without limitation, those arising from the right to enter the Lands from time to time and to carry out the various tests, inspections, management and other activities permitted by this Charge and the Loan Documents.

IN ADDITION to any liability imposed on the Chargor and Covenantor under any instrument evidencing or securing the Chargor's and Covenantor's indebtedness, the Chargor and Covenantor shall be jointly and severally liable for any and all of the Chargee's costs, expenses, damages or liabilities, including, without limitation, all legal fees, directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Lands of any hazardous or noxious substances. The Chargor and the Covenantor(s) shall be further bound by the representations, warranties and indemnity set out herein.

THE representations, warranties, covenants and agreements of the Chargor and Covenantor set forth in this section:

- a) are separate and distinct obligations from the Chargor's and Covenantor's other obligations;
- b) survive the payment and satisfaction of their other obligations and the discharge of this Charge and the Loan Documents from time to time taken as security therefore;
- c) are not discharged or satisfied by foreclosure of the charges created by this Charge and any of the Loan Documents; and
- d) shall continue in effect after any transfer of the Lands including, without limitation, transfers pursuant to any legal proceedings (whether judicial or non-judicial).

46. **NON-MERGER**

**NOTWITHSTANDING** the registration of this Charge and the advance of funds pursuant hereto, the terms and conditions of the Commitment shall remain binding and effective on the parties hereto, and shall not merge in this Charge nor in any document executed and delivered to the Chargee in connection with the transaction contemplated by the Commitment, and the terms of the Commitment are incorporated herein by reference.

47. **NOTICES**

**ALL NOTICES** or other communications to be given pursuant to or in connection with this Charge shall be in writing, signed by the party giving such notice or by its solicitors, and shall be personally delivered or sent by registered mail or facsimile or electronic transmission to the party or parties intended at its or their respective addresses for service as set out in this Charge. The date of receipt of such notice or demand, if served personally or by facsimile or electronic, shall be deemed to be the date of the delivery thereof, or if mailed as aforesaid, the date of mailing thereof. For the purposes hereof, personal service on the Chargor or any Covenantor shall be effectively given by delivery to any officer, director or employee of such Chargor or Covenantor. Any party may from time to time by notice given as provided herein change its address for the purpose of this provision.

48. **PRIORITY OVER VENDOR'S LIEN**

**THE CHARGOR** hereby acknowledges that this Charge is intended to have priority over any vendor's lien, whether in favour of the Chargor or otherwise, and the Chargor covenants that it has done no act to give priority over this Charge to any vendor's lien, nor is it aware of any circumstances that could create a vendor's lien. Further, the Chargor covenants to do all acts and execute or cause to be executed all documents required to give this Charge priority over any vendor's lien and to give effect to the intent of this clause.

49. **CONSENT OF CHARGE**

**WHEREVER** the Chargor is required by this Charge to obtain the consent or approval of the Chargee, it is agreed that, subject to any other specific provision contained in this Charge to the contrary, the Chargee may give or withhold its consent or approval for any reason that it may see fit in its sole and absolute discretion, and the Chargee shall not be liable to the Chargor in damages or otherwise for its failure or refusal to give or withhold such consent or approval, and all costs of obtaining such approval shall be for the account of the Chargor.

50. **DISCHARGE**

**THE CHARGE** shall have a reasonable period of time after payment in full of the monies hereby secured within which to prepare and execute a discharge of this Charge; and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Chargee; and all legal and other expenses for the preparation and execution of such discharge shall, together with the Chargee's fee for providing same, be borne by the Chargor. The discharge shall be prepared and executed by such Persons as are specifically authorized by the Chargee and the Chargee shall not be obligated to execute any discharge other than a discharge which has been so authorized.

**IF THIS** Charge, the Commitment or any other document provides for the giving of partial discharges of this Charge, it is agreed that, notwithstanding any other provision to the contrary, the Chargor shall not be entitled to request or receive any such partial discharge if and for so long as the Chargor is in default under this Charge, the Commitment or such other document.

51. **FAMILY LAW ACT**

**THE CHARGOR** shall forthwith after any change or happening affecting any of the following, namely, (a) the spousal status of the Chargor, (b) the qualification of the Lands or any part thereof as a matrimonial home within the meaning of Part II of the *Family Law Act* (Ontario), (c) the ownership of the equity of redemption in the Lands or any part thereof, and (d) a shareholder of the Chargor obtaining rights to occupy the Lands or any part thereof by virtue of shareholding within the meaning of the *Family Law Act* (Ontario), the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the said equity of redemption and of any spouse who is not an owner but who has a right of possession in the Lands by virtue of the *Family Law Act* (Ontario). In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of (a), (b) (c), and (d) above as the Chargee may from time to time request.

52. **INDEPENDENT LEGAL ADVICE**

**THE CHARGOR** and each Covenantor acknowledge that they have full knowledge of the purpose and essence of this transaction and that they have been appropriately and independently legally advised in that regard or have been advised of their right to independent legal advice and have declined same. Such parties agree to provide to the Chargee a Certificate of Independent Legal Advice as and when same may be required, regarding their knowledge and understanding of this transaction.

53. SERVICING FEES

ALL servicing fees as herein provided are intended to and shall be in an amount sufficient in the sole opinion of the Chargee to compensate the Chargee for its administrative costs and shall not be deemed a penalty. The amount of such servicing fees if not paid shall be added to the principal amount secured hereunder, and shall bear interest at the rate aforesaid and the Chargee shall have the same rights with respect to collection of same as it does with respect to collection of principal and interest hereunder or at law.

54. INTERPRETATION

IT IS HEREBY agreed that, in construing this Charge, everything herein contained shall extend to and bind and may be enforced or applied by the respective heirs, personal representatives, successors and assigns, as the case may be, of each and every of the parties hereto, and where any of the Chargor, the Chargee and any Covenantor is more than one (1) Person, their respective covenants shall be deemed to be joint and several, and the provisions of this Charge shall be read and construed with all changes of gender and number as required by the context.

55. HEADINGS

THE headings with respect to the various paragraphs of this Charge are intended to be for identification of the various provisions of this Charge only and the wording of such headings is not intended to have any legal effect.

56. INVALIDITY

IF ANY of the covenants or conditions in this Charge inclusive of all schedules forming a part hereof shall be void for any reason it shall be severed from the remainder of the provisions hereof and the remaining provisions shall remain in full force and effect notwithstanding such severance.

57. COUNTERPARTS

THE CHARGE may be executed and/or registered in counterparts, each of which, so executed, and/or registered shall be deemed to be an original and such counterparts together shall constitute one and the same instrument, and notwithstanding their date of execution shall be deemed to bear the signature date contained in the Charge/Mortgage of Land.

58. CONSTRUCTION LOAN PROVISIONS

IN THE EVENT that any of the monies advanced or to be advanced under this Charge are intended to finance any improvement to the Lands, the parties hereto covenant and agree that the following conditions shall apply:

- a) The Chargor will commence, carry out and complete the Project, substantially in accordance with the plans, specifications and other material approved by the Chargee, all with due diligence, in a good and workmanlike manner and in accordance with all agreements made with, undertakings given to and all statutory and regulatory requirements of all Governmental Bodies having jurisdiction;
- b) All construction on the Lands shall be carried out by reputable contractors having experience which is commensurate to nature and size of the Project to be constructed, which contractors must be prior approved by the Chargee in writing, such approval not to be unreasonably withheld;
- c) The renovations to the building and structures located on the Lands having been commenced shall be continued in a good and workmanlike manner, with all due diligence and in accordance with the plans and specifications delivered to the Chargee and to the satisfaction of all Governmental Bodies having jurisdiction;
- d) The Chargor shall pay, from the Chargor's own resources, all amounts incurred or arising on account of any of the following (hereinafter collectively called "Cost Overruns"):
  - i) the amount, if any, by which the aggregate of all hard and soft costs incurred and required to be incurred in order to complete the Project exceeds the amount allocated therefor in the budget for the Project approved by the Chargee; and,
  - ii) any and all amounts, as determined in the reasonable opinion of the Chargee in consultation with the Project architect, engineer or other consultant, required to pay then unpaid Project costs so that, after making such payment, the aggregate hard and soft costs required to be incurred in order to complete the Project will not exceed the unadvanced portion of the loan secured by the Charge;
- e) The Chargor shall pay all Cost Overruns when and if the same arise and, in any event, upon demand for same by the Chargee or its authorized agent. If any Cost Overruns are not promptly paid by the Chargor forthwith after demand therefor by the Chargee or its authorized agent, the Chargee may, at its option, make any such payment on the Chargor's behalf and any amount so paid shall become immediately due and

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payable to the Chargee together with interest thereon at the rate then payable under the loan calculated from the date of payment by the Chargee until the date of repayment by the Chargor and same shall be added to the principal of this Charge and secured hereunder;

- f) Provided that should construction of the Project cease for any reason whatsoever (strikes, material shortages and weather conditions beyond the control of the Chargor excepted), for a period of fifteen (15) consecutive days (Saturdays, Sundays and statutory holidays excepted), then, at the option of the Chargee, this Charge shall immediately become due and payable. In the event that construction does cease, then the Chargee shall have the right, at its sole option, to assume complete control of the construction of the Project in such manner and on such terms as it deems advisable. The cost of completion of the Project by the Chargee and all expenses incidental thereto shall be added to the principal amount of this Charge, together with a management fee of fifteen percent (15%) of the costs of the construction completed by the Chargee. All costs and expenses, as well as the management fee of fifteen percent (15%) added to the principal amount of this Charge shall bear interest at the rate as herein provided for and shall form part of the principal sum herein and the Chargee shall have the same rights and remedies with respect to collection of same as it would have with respect to collection of principal and interest hereunder or at law;
- g) At all times there shall be sufficient funds unadvanced under this Charge and retained by the Chargee to complete the construction and/or renovation of the Project and as may be necessary to retain the Chargee's priority with respect to any deficiency in the holdbacks required to be retained by the Chargor under the *Construction Lien Act (Ontario)*;
- h) This Charge will be advanced in stages as construction upon the Project proceeds or as the conditions as enumerated by the Commitment are complied with;
- i) All advances which are made from time to time hereunder shall be based on certificates of a duly qualified architect, engineer, quantity surveyor, cost consultant or other consultant(s) retained for the purpose of reviewing and advising the Chargee with respect to the Project and the progress thereof, whose fees and costs shall be for the account of the Chargor regardless of by whom such Person has been retained. All such certificates shall without limitation certify the value of the work completed and the estimated costs of any uncompleted work and such certificates shall further certify that such completed construction and/or renovation to the date of such certificate shall be in accordance with the approved plans and specifications for the said construction and further, in accordance with the building permits issued for such construction and in accordance with all municipal and other requirements of all Governmental Bodies having jurisdiction pertaining to such construction and that there shall be no outstanding work orders or other requirements pertaining to construction on the Lands. Such certificates with respect to any values shall not include materials on the site which are not incorporated into the Project; and,
- j) The Chargor shall pay to the Chargee on each occasion when an inspection of the Lands is required to confirm construction costs to date and compliance with conditions for further advances, an inspection fee and/or an administration fee in such reasonable amount as the Chargee may charge from time to time for each such inspection and the Chargee's solicitors shall be paid their fees and disbursements for each sub-search and work done prior to each such advance and all such monies shall be deemed to be secured hereunder and the Chargee shall be entitled to all rights and remedies with respect to collection of same in the same manner as it would have with respect to collection of principal and interest hereunder or at law.

#### 59. CONSENT TO REGISTRATION OF A PLAN OF CONDOMINIUM

**PROVIDED** the Chargor is not in default of the provisions of this Charge or any Loan Documents and provided that there are no costs or financial obligations to the Chargee, the Chargee hereby agrees that it will consent to the Chargor registering a plan of condominium and declaration pursuant to the *Condominium Act, 1998 (Ontario)*, as amended or any replacement Legislation thereof, with respect to the Lands or any part thereof provided that the Chargee has received and approved the draft plan of condominium and the declaration and provided further that the Chargor, if requested by the Chargee, shall deliver to the Chargee prior to the registration of the Condominium Corporation, a Replacement Charge. It is agreed that the Replacement Charge shall secure the same indebtedness as the original Charge. In connection with the provision of the Replacement Charge, the Chargor shall also provide a Replacement Assignment of Rents, and together with and each Covenantor, where applicable, shall provide a re-confirmation of all existing security and such further and other documentation as may then be required by the Chargee's solicitors.

**PROVIDED FURTHER** that the original Charge and the original assignment of rents and leases relating thereto shall not be released or discharged from the Lands (save and except for any partial discharge provisions provided for therein) until the expiration of ninety (90) days or any greater preference period as prescribed by the BIA immediately following the later of the registration of the Condominium Corporation and the registration of the Replacement Charge and Replacement Assignment of Rents. Provided further that at the time of the request for a discharge of the Charge and the original assignment of rents and leases the Chargor shall not be in default of the provisions of the Charge, the Replacement Charge and/or this Commitment, failing which the Chargee shall not be obliged to discharge same.

60. CONDOMINIUM PROVISIONS

IF ALL or any part of the Lands is or becomes a condominium unit pursuant to the provisions of the *Condominium Act, 1998* (Ontario) or any replacement Legislation thereof, the following covenants and provisions shall apply in addition to all other covenants and provisions set forth in this Charge:

- a) For the purposes of all parts of the Lands comprising one or more such condominium units, all references in this Charge to the Lands shall include the Chargor's appurtenant undivided interest in the common elements and other assets of the Condominium Corporation;
- b) The Chargor shall at all times comply with the *Condominium Act, 1998* (Ontario) or any replacement Legislation thereof and shall forward to the Chargee proof of such compliance as the Chargee may request from time to time including, without limitation, status certificates issued by the Condominium Corporation; and if the Chargor fails to so comply in any respect, the Chargee may do so at its option and all Costs incurred by the Chargee in connection therewith shall be secured by this Charge and payable by the Chargor to the Chargee forthwith upon demand, together with interest thereon as herein provided;
- c) The Chargor shall pay, when due, all monies payable by the Chargor or with respect to the Lands in accordance with the provisions of the *Condominium Act, 1998* (Ontario) or any replacement Legislation thereof and the declaration, by-laws and rules of the Condominium Corporation, including all required contributions to common expenses and any special levies, charges and assessments, and shall provide proof of such payment to the Chargee upon request; and if the Chargor fails to make any such payment, the Chargee may do so at its option and all amounts so paid by the Chargee shall be secured by this Charge and shall be payable by the Chargor to the Chargee forthwith upon demand, together with interest thereon as herein provided;
- d) The Chargor hereby irrevocably appoints, authorizes and empowers the Chargee to exercise the rights of the Chargor to vote or to consent as an owner within the meaning of the *Condominium Act, 1998* (Ontario) or any replacement Legislation thereof with respect to all matters relating to the affairs of the Condominium Corporation, or to abstain from doing so, provided that:
  - i) the Chargee may at any time and from time to time give notice in writing to the Chargor and to the Condominium Corporation that the Chargee does not intend to exercise such right to vote or to consent, in which case the Chargor may exercise its right to vote or to consent for so long as such notice remains effective or until such notice is revoked by the Chargee; and any such notice may be for an indeterminate period of time, a limited period of time or for a specific meeting or matter;
  - ii) the Chargee shall not be under any obligation to vote or to consent or to protect the interests of the Chargor; and,
  - iii) the exercise by the Chargee of its right to vote or to consent or to abstain from doing so shall not constitute the Chargee as a mortgagee or chargee in possession and shall not give rise to any liability on the part of the Chargee;
- e) The Chargor shall forward to the Chargee by delivery or by prepaid registered mail copies of every notice, assessment, claim, demand, by-law, rule, request for consent and other communication relating to all or any part of the Lands or the common elements or affairs of the Condominium Corporation on or before the date which is the earlier of:
  - i) fourteen (14) days after receipt of the same by the Chargor;
  - ii) seven (7) days prior to the date set for any meeting of the Condominium Corporation or any committee thereof;
  - iii) seven (7) days prior to the due date of any claim or demand for payment; and,
  - iv) within twenty-four (24) hours after becoming aware of any information concerning termination of any insurance policy, insurance trust agreement or management agreement relating to the Condominium Corporation or any of its assets;
- f) The Chargor hereby authorizes and directs the Condominium Corporation to permit the Chargee to inspect the records of the Condominium Corporation at any reasonable time;
- g) In addition to and notwithstanding any other provisions of this Charge, the outstanding principal amount and all accrued interest and other charges secured by this Charge shall, at the Chargee's option, become immediately due and payable without notice or demand if any of the following events or circumstances shall occur and be continuing:

- i) the government of the Condominium Corporation or the government of the Lands by the Condominium Corporation is terminated;
- ii) a vote of the Condominium Corporation authorizes the sale of all or substantially all of its property or assets or all or any part of its common elements or all or any part of the Lands, or any part of the same is expropriated;
- iii) the Condominium Corporation fails to comply with any provision of the *Condominium Act, 1998* (Ontario) or its declaration or any of its by-laws and rules;
- iv) the Condominium Corporation fails to insure its assets, including the Lands, in accordance with the *Condominium Act, 1998* (Ontario) or any replacement Legislation thereof and the declaration and by-laws of the Condominium Corporation, or any insurer thereof cancels or threatens cancellation of any existing obligation to insure the same.

#### 61. ASSIGNMENT OF RENTS

AS ADDITIONAL primary security for the monies secured by this Charge, the Chargor transfers and assigns to the Chargee all Rents now or hereafter due or arising pursuant to all Leases granted to any and all Tenants; and in furtherance thereof, the Chargor covenants and agrees as follows:

- a) the Leases and details thereof heretofore provided by the Chargor to the Chargee are in full force and effect and have not been assigned or pledged to any other party except as disclosed by registered title to the Lands;
- b) except with the prior written consent of the Chargee, the Chargor shall not amend, terminate, release or accept a surrender of any Lease or any guarantee thereof or waive, release, reduce, discount, discharge or otherwise compromise any Rents payable thereunder, and any attempt to do any of the foregoing without such prior written consent shall be null and void as against the Chargee;
- c) except for the last month's rent and any security deposit, the Chargor has not received and shall not accept payment of any Rents more than thirty (30) days in advance;
- d) except with the prior written consent of the Chargee, the Chargor shall not further assign the Rents, the Leases or any interest therein or consent or agree to any postponement or subordination of the same in favour of any mortgage or other encumbrance now or hereafter affecting the Lands;
- e) except with the prior written consent of the Chargee, the Chargor shall not consent to or permit any assignment or subletting of the interest of any Tenant under any Lease or exercise any right of election thereunder which would in any way lessen the liability of any Tenant or shorten the stated term of any Lease;
- f) the Chargor shall diligently and in good faith observe and perform all of the landlord's covenants contained in the Leases and shall likewise require that the Tenants and other parties to the Leases fully observe and perform the covenants and agreements imposed upon them by the Leases, failing which, the Chargee may, at its option, require the same at the expense and in the name of the Chargor, and all such expenses incurred by the Chargee shall be a charge upon the Lands and be paid by the Chargor to the Chargee forthwith upon demand;
- g) the Chargor shall give prompt written notice to the Chargee of default by any Tenant and any notice of default received from any Tenant, including a copy of such notice;
- h) all of the Leases are and shall be bona fide and at rental rates and upon terms which are commercially reasonable and consistent with comparable space in the municipality within which the Lands are situate;
- i) the Chargor shall, at its own expense, execute and deliver to the Chargee all such further assurance and assignments with respect to the Rents and the Leases and enforce and do all other acts with respect to the Leases as may be required from time to time by the Chargee.

UPON DEFAULT hereunder by the Chargor, the Chargee shall be entitled, as agent and attorney of the Chargor, to collect, sue for, waive or compromise the Rents and to enforce performance of the Leases or amend, terminate, release or accept a surrender of the same as the Chargee may determine in its sole discretion;

THE CHARGEe shall not be obligated to perform or discharge any obligation or liability under the Leases, or under or by reason of the assignment herein contained, and the Chargor agrees to save and hold harmless the Chargee of and from any and all actions, proceedings, claims, demands, liability, damages, Costs or expenses which the Chargee may incur under or by reason of the Leases or the assignment herein contained; and all Costs incurred by the Chargee in connection therewith shall be a charge upon the Lands and be paid by the Chargor to the Chargee forthwith upon demand.

IN THE EVENT that the Chargee collects any Rents by reason of the Chargor's default, the Chargee shall be entitled to payment from the same of an administration fee equal to five percent (5.0%) of the gross amount of Rents collected, and the Chargor acknowledges and agrees that such administration fee is just and equitable having regard to the circumstances.

62. **MATERIAL ADVERSE CHANGES**

IN THE EVENT that at any time while any indebtedness remains outstanding pursuant to the provisions of this Charge, the Chargee discovers a discrepancy or inaccuracy in any written information, statements or representations made or furnished to the Chargee by or on behalf of the Chargor or any Covenantor concerning the Lands or the financial condition and responsibility of the Chargor or any Covenantor or in the event of any material adverse change in the value of the Lands or the financial status of the Chargor or any Covenantor or any lessee on which the Chargee relied upon in making any advances hereunder, which material change, discrepancy or inaccuracy cannot be rectified by the Chargor or such Covenantor (if applicable) within thirty (30) days after written notification thereof by the Chargee to the Chargor or such Covenantor, or in the event of material changes in the general state of economic and market conditions in the Province of Ontario and or Canada, which in the sole unfettered opinion of the Chargee create additional risks to the Chargee's security and ability to obtain timely repayment of the indebtedness herein secured, and or in the event of regulatory and/or governmental changes, which adversely impact on the Chargee's compliance requirements and/or ability of the Chargee to obtain the intended rate of return on its investment, in all such circumstances the Chargee shall be entitled to decline to advance any further funds pursuant hereto and/or to declare any and all amounts advanced pursuant hereto together with interest thereon to be forthwith due and payable.

63. **INCREASED COSTS: ILLEGALITY**

IF ANY change in law shall:

- a) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Chargee; or
- b) impose on any Chargee any other condition affecting this Charge;

and the result of any of the foregoing shall be to increase the cost to such Chargee of making or maintaining this Charge or to increase the cost to such Chargee of participating in or maintaining this Charge or to reduce the amount of any sum received or receivable by such Chargee hereunder (whether of principal, interest or otherwise), then the Chargor will pay to such Chargee such additional amount or amounts as will compensate such Chargee on an after-tax basis for such additional costs incurred or reduction suffered.

IF ANY Chargee determines that any change in law regarding capital requirements has or would have the effect of reducing the rate of return on such Chargee's capital as a consequence of this Charge made or maintained by such Chargee to a level below that which such Chargee could have achieved but for such change in law (taking into consideration such Chargee's policies with respect to capital adequacy), then from time to time the Chargor will pay to such Chargee such additional amount or amounts as will compensate such Chargee on an after-tax basis for any such reduction suffered.

A CERTIFICATE of a Chargee setting forth the amount or amounts necessary to compensate such Chargee which shall be conclusive absent manifest error (it being agreed that each such certificate shall include an explanation as to the relevant change of law and the calculation of the amount payable by the Chargor. The Chargor shall pay such Chargee the amount shown as due on any such certificate within thirty (30) days, after receipt thereof.

FAILURE OR DELAY on the part of any Chargee to demand compensation pursuant to this Section shall not constitute a waiver of such Chargee's right to demand such compensation.

64. **PROFESSIONAL MANAGEMENT**

THE LANDS must at all times be professionally managed by property managers acceptable to the Chargee, failing which the Chargee reserves the right, in its sole discretion, to appoint new or other property managers at the sole expense of the Chargor. A change in the property managers for the Lands shall require the prior written consent of the Chargee. No management fee shall be payable to the manager of the Lands, other than to a professional arm's-length manager approved by the Chargee, without the prior written consent of the Chargee. No management fees in excess of market fees for similar properties in the general location of the Lands shall be payable without the prior written consent of the Chargee.

65. **NO PREPAYMENTS**

THE CHARGOR shall have no right to prepay all or any part of the amount outstanding under this Charge prior to the maturity date thereof.

66. NO PARTIAL DISCHARGES

THE CHARGOR shall have no right to obtain partial discharges of this Charge.

67. ADDITIONAL FEES

ALL ADVANCES, in addition to legal fees and disbursements of the Chargee's solicitors, shall be subject to an administrative processing fee for each advance made under this Charge in favour of the Chargee as provided in the Commitment. The Chargor shall be permitted one (1) advance per month. If the Chargee, in its sole discretion, agrees to make an additional advance in any month and/or an advance in an amount less than the minimum amount per advance as specified in the Commitment, an additional processing fee as provided in the Commitment shall be payable by the Chargor for each advance so made.

68. AUTOMATIC RENEWAL

IN THE EVENT that the Chargor fails to repay the principal and interest outstanding on the maturity date (or extended maturity date if the original maturity date is extended by agreement of the parties), or fails to accept a renewal offer tendered by the Chargee (for any reason not attributable to the Chargee) within ten (10) business days of the maturity date of this Charge, then the Chargee may at its sole option, automatically renew this Charge for a period of one (1) month from the maturity date, at an interest rate per annum as set out in the Commitment, calculated and payable monthly as applicable. In the event that a further renewal has not been finalized within this one (1) month period, then there will be no further extensions, and the Chargee will at its option exercise its remedies under this Charge. All other terms and covenants under this Charge shall continue to apply. The Charge may be paid in full at any time during the one month renewal period. An Extension Fee as set out in the Commitment shall be added to the principal balance if this extension is utilized.

69. ADDITIONAL COVENANTS IF CHARGE GIVEN AS COLLATERAL SECURITY TO OBLIGATION OF BORROWERS OTHER THAN CHARGOR

IF THE CHARGE is granted to secure the obligations of a borrower from the Chargee other than the Chargor (the "Borrower") then the Chargor hereby agrees:

- a) "Liabilities" for the purposes of this section means all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower to the Chargee or remaining unpaid by the Borrower to the Chargee heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Borrower and the Chargee or from any agreement or dealings with creditor of the Borrower or however otherwise incurred or arising anywhere within or outside Canada and whether the Borrower be bound alone or with another or others and whether as principal or surety;
- b) The Chargee may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities and guarantees from and give the same and any and all existing securities and guarantees up to, may abstain from taking securities or guarantees from or from perfecting securities or guarantees of, may accept compositions from and may otherwise deal with the Borrower and all other persons, securities and guarantees held by the Chargee as the Chargee may see fit without prejudicing the rights of the Chargee under this Charge;
- c) That the taking of judgment in respect of the Liabilities or any instrument or instruments now or hereafter representing or evidencing the Liabilities or under any of the covenants herein or in any such instrument contained or implied shall not operate as a merger of the Liabilities or such instrument, instruments, or covenants nor affect the right of the Chargee to interest at the rate and times herein provided nor affect nor prejudice any rights or remedies given to the Chargee by the terms of this Charge;
- d) The Chargee shall not be bound to exhaust its recourse against the Borrower and/or any other persons or any securities or guarantees it may at any time hold before being entitled to payment from the Chargor of the moneys secured by this Charge and enforcement of its rights pursuant to this Charge and the Chargor renounces to all benefits of discussion and division;
- e) This Charge shall not be affected by the death or loss or diminution of capacity of the Borrower or by any change in the name of the Borrower or in the membership of the firm of the Borrower or through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise or by the acquisition of the business of the Borrower, or by any change whatsoever in the objects, capital, structure or constitution of the Borrower, or by the Borrower or the business of the Borrower being amalgamated with a corporation or wound up or its corporate existence terminated, but shall notwithstanding the happening of any such event continue to exist and apply to the full extent as if such event had not happened;



- f) The Chargor shall be bound by any account settled between the Chargee and the Borrower, and if no such account has been so settled immediately before demand of payment hereunder, any account stated by the Chargee shall be accepted by the Chargor as conclusive evidence of the amount which at the date of the account so stated is due by the Borrower to the Chargee or remains unpaid by the Borrower to the Chargee;
- g) Without prejudice to any of the rights or recourses which the Chargee may have against the Borrower, the Chargor expressly waives any right to require the Chargee to initiate or exhaust any rights, remedies or recourses against the Borrower, or any guarantors of the Borrower, or any of them, or any other Person; or to value, realize upon or dispose of any other charges and/or securities held by the Chargee, or to initiate or exhaust any other remedy which the Chargee may have at law or in equity before requiring or becoming entitled to demand and enforce payment from the Chargor under this Charge; and the Chargor renounces all benefits of discussion and division; and,
- h) If for any reason the Borrower has no legal existence, or if the Borrower is or becomes under no legal obligation to discharge the Liabilities or if any of the Liabilities become statute barred or otherwise irrecoverable from the Borrower whether by operation of law or for any reason whatsoever including, without limitation, as a result of any lack or limitation of power, capacity or disability of the Borrower or its directors, partners, officers or agents or as a result of any irregularity, fraud, defect or informality in obtaining of any advances, credits or renewals from the Chargee (whether or not the Chargee should have had knowledge thereof), this Charge and the covenants, agreements and obligations of the Chargor set out herein shall nevertheless be binding upon the Chargor as principal debtor until such time as the Liabilities have been paid in full to the Chargee.

DATED this 22nd day of April, 2010.

LAURENTIAN BANK OF CANADA  
by its solicitors,  
GOLDMAN SLOAN NASH & HABER LLP

Per   
Walter M. Traub

[END OF SET]

**THIS IS EXHIBIT "E" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*





**PROMISSORY NOTE**  
(Commercial Lending)

(Loan No. Facility A )

**ISSUED TO:** Laurentian Bank of Canada (the "Bank")  
300-130 Adelaide Street West, Toronto, Ontario, M5H 3P5

**ISSUED BY:** 2145744 ONTARIO LIMITED, (the "Borrower")  
203 Indian Road South, Samia, Ontario, N7T 3W3

**AMOUNT:** \$4,000,000.00

**1. PROMISE TO PAY**

For value received, the Borrower hereby promises to pay on demand to the order of the Bank, at its place of business noted above, the principal amount of Four Million Dollars (\$4,000,000.00) in lawful money of Canada in the manner hereinafter provided, together with interest and other monies which may from time to time be owing hereunder or pursuant hereto.

**2. PRINCIPAL PAYMENTS**

The principal amount of this Promissory Note shall become due and payable in fifty nine (59) consecutive monthly instalments, each in the amount of Nineteen Thousand Forty Eight Dollars (\$19,048.00), payable on the 1st day of each month from and including the 1st day of May, 2018 to and including the 1st day of March, 2023, and the balance of the said principal amount, together with all accrued and unpaid interest and all other monies owing hereunder, shall become due and payable on the Maturity Date.

**3. VARIABLE RATE**

The Loan Rate shall be a variable annual rate which is from time to time One (1.00%) percentage points above the Prime Lending Rate. Upon each change to the Prime Lending Rate, the Loan Rate determined pursuant to this Section 3 shall be adjusted automatically and without the necessity of any notice to the Borrower.

**4. INTEREST PAYMENTS**

Interest shall be payable on the 1st day of each month on the balance from time to time outstanding of the principal amount of this Promissory Note, and on any other monies due and payable hereunder (including interest), both before and after maturity, default or judgment, at the Loan Rate calculated and compounded monthly not in advance, computed from the dates of advance of monies by the Bank to the Borrower. The first interest payment shall be due on the 1st day of May, 2018.

**5. PREPAYMENT**

Provided that no default has occurred and is continuing, the Borrower may prepay all or part of the principal amount owing under a Facility by paying to the Bank, in addition to the amount in principal prepaid, the accrued interests up to the prepayment date and an indemnity equivalent to three (3) months of interest calculated on the principal amount prepaid at the Interest Rate in effect at the time of the prepayment.

The right to make any prepayment shall be subject to the condition that there is no Event of Default which has occurred and is continuing. At the time of any prepayment, the Borrower shall pay, in addition to the payments referred to above, the accrued and unpaid interest on the principal amount prepaid to the date fixed for prepayment and, in the case of prepayment in whole, all other moneys owing under this Promissory Note or in connection with the Loan. In case less than the total principal amount of this Promissory Note is prepaid at any time, the principal amount so prepaid shall be credited against the principal payable hereunder in inverse order of maturity.

**6. DEFAULT**

Upon the occurrence of an Event of Default, the full unpaid balance of the principal amount and all accrued and unpaid interest thereon shall at the option of the Bank forthwith become due and payable without notice or demand.

**7. DEFINITIONS**

- a. "Event of Default" means any default by the Borrower in payment of principal or interest hereunder when due or default by the Borrower or any Guarantor in payment or performance under any other present or future obligation in favour of the Bank and includes any "Event of Default" within the meaning of any Security or the Offer of Finance;
- b. "Guarantor" means any person who has guaranteed the indebtedness of the Borrower in favour of the Bank;
- c. "Loan" means the loan referred to as Facility A in the Offer of Finance;
- d. "Loan Rate" means the Variable Rate;
- e. "Maturity Date" means the 1st day of April, 2023;
- f. "Offer of Finance" means the agreement between the Borrower and the Bank (as amended from time to time) setting out the terms and conditions applicable to the loan evidenced hereby and for the time being means the letter of the Bank to the Borrower dated the 13th day of March, 2018 (as accepted by the Borrower);
- g. "Prime Lending Rate" means the annual rate of interest which the Bank establishes and quotes from time to time at Toronto as the reference rate of interest to determine interest rates it will charge at such time for variable rate loans in Canadian dollars made to its customers in Canada and to which it may refer as its "prime rate of interest" or "prime lending rate"; the Prime Lending Rate on the 2nd day of April, 2018 was 3.45% per annum;

- h. **"Security"** means any debenture, security agreement, mortgage, charge, pledge, assignment, undertaking, or other instrument delivered by the Borrower or any Guarantor to the Bank from time to time for the purposes of the Offer of Finance or otherwise;
- i. **"Variable Rate"** means the rate of interest determined pursuant to Section 3 hereof.

#### 8. INTERPRETATION

Words importing the singular number only include the plural and vice versa and words importing gender shall include all genders and words importing persons include individuals, partnerships, corporations, trusts, unincorporated associations, joint ventures, government agencies and other entities.

#### 9. NOTICE

Any notice or written communication given pursuant to or in connection with this Promissory Note shall be in writing and shall be given by delivering the same personally or by prepaid courier, prepaid registered mail, telex or telecopier, addressed to the party to be notified at the address of such party set out herein or at such other address of which such party has given notice to the other party hereto. Any such notice shall be conclusively deemed to have been given and received on the day of actual receipt by the addressee or, if given by prepaid registered mail, on the fifth day following the mailing date (absent a general disruption in postal service).

#### 10. OFFER OF FINANCE

This Promissory Note is being issued by the Borrower to the Bank pursuant to the terms of the Offer of Finance. All terms and conditions of the Offer of Finance shall remain in full force and effect, but, in case of any conflict or inconsistency between the Offer of Finance and this Promissory Note, the provisions of this Promissory Note shall govern and prevail.


#### 11. SUCCESSORS AND ASSIGNS AND WAIVER

This Promissory Note shall be binding upon the Borrower and its successors and shall enure to the benefit of the Bank and its successors and assigns. Any reference herein to the Bank shall include its successors and assigns as if specifically named. This Promissory Note is a negotiable instrument. Presentment for payment, demand, protest, notice of protest, notice of dishonour and statutory days of grace respecting this Promissory Note are hereby waived. Notwithstanding the principal amount expressed to be payable under this Promissory Note, the principal amount to be repaid shall not exceed the total advances made by the Bank to or upon the direction of the Borrower under the Loan. The theory of deemed reinvestment shall not apply.

**IN WITNESS WHEREOF** the Borrower has executed this Promissory Note under the hands of its duly authorized officers in that behalf and to be dated the 2 day of April, 2018.

2145744 ONTARIO LIMITED

per:   
Name: Sarbjit Singh Dhillon  
Title: President

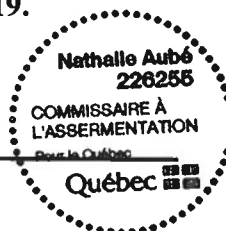
per:   
Name: Mandhir Singh Dhillon  
Title: Secretary

We have authority to bind the Corporation.

**THIS IS EXHIBIT "F" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*



The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 5

**Properties**

**PIN** 43226 - 0127 LT  
**Description** PT LT 37-38 RANGE 6 PL 16 1/2 SARNIA CITY AS IN L916481 & L899212, AMENDED BY DECLARATION L901383; SARNIA  
**Address** 203 INDIAN RD S  
 SARNIA

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

**Name** 2145744 ONTARO LIMITED  
**Address for Service** 203 Indian Road South  
 Sarnia, ON N7T 3W3

I, Sarbjit Singh Dhillon, President and I, Mandhir Singh Dhillon, Secretary, have the authority to bind the corporation.

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

**Party To(s)****Capacity****Share**

**Name** LAURENTIAN BANK OF CANADA  
**Address for Service** Transit 0852T  
 300-130 Adelaide Street West  
 Toronto, ON M5H 3P5

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, LA200573 registered on 2018/04/03 to which this notice relates is deleted

Schedule: See Schedules

**Signed By**

Tammy B. Stubbins 2900-390 Bay Street acting for Signed 2018 04 02  
 Toronto  
 M5H 2Y2 Applicant(s)

Tel 416-867-2283  
 Fax 416-869-0321

I have the authority to sign and register the document on behalf of all parties to the document.

Tammy B. Stubbins 2900-390 Bay Street acting for Signed 2018 04 02  
 Toronto  
 M5H 2Y2 Party To(s)

Tel 416-867-2283  
 Fax 416-869-0321

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

BEBER PROFESSIONAL CORPORATION 2900-390 Bay Street 2018 04 03  
 Toronto  
 M5H 2Y2

Tel 416-867-2283  
 Fax 416-869-0321

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd

**Fees/Taxes/Payment**

Statutory Registration Fee \$63.65

Total Paid \$63.65

**File Number**

Party To Client File Number : 181071

GENERAL ASSIGNMENT OF RENTS AND LEASES

THIS INDENTURE made the 28 day of March, 2018.

BETWEEN:

2145744 ONTARIO LIMITED

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

LAURENTIAN BANK OF CANADA,

(hereinafter called the "Assignee")

OF THE SECOND PART.

WHEREAS the Assignor is the owner of the lands and premises described as on Page 1, (hereinafter called "the premises") subject to a mortgage in the principal amount of \$4,000,000.00 to the Assignee registered concurrently with this agreement in the Land Registry Office for the Land Titles Division of Lambton (No. 25) and any renewals, extensions or amendments thereof.

AND WHEREAS the Assignor has demised and leased or granted a right of use or occupation or licence with respect to parts of the premises and will from time to time demise, lease or grant a right of use or occupation or licence with respect to parts of the premises;

NOW THEREFORE WITNESSETH that in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby ASSIGNS, TRANSFERS AND SETS OVER unto the Assignee, its successors and assigns, as security for payment of the principal and interest and other monies secured by the said mortgage and for performance of the obligations of the Assignor thereunder, all rents, charges and other monies (hereinafter referred to as the "rents") now due and payable or hereafter to become due and payable;

- (a) in respect of each and every present and future tenancy, right of use or occupation of or licence granted by the Assignor, its successors and assigns in respect of the whole or any portion of the premises (whether or not pursuant to any lease or agreement to lease or licence), and
- (b) under each and every present and future guarantee of all or any of the obligations under any present or future tenancy, right of use or occupation or licence granted by the Assignor, its successors and assigns of the whole or any portion of the premises;



with full power and authority to demand, collect, sue for, recover, receive and give receipts for the rents, and to enforce payment of the same in the name of the Assignor, its successors and assigns, or otherwise;

**PROVIDED** and it is hereby expressly agreed that the Assignor shall be permitted to collect and receive the rents as and when the same shall become due and payable according to the terms of the leases, and of each such future lease, agreement to lease, tenancy, use, occupancy, licence or guarantee (hereinafter collectively referred to as "the said leases"), for the account of the Assignee unless and until uncured default under the said mortgage and the Assignee has given notice to the tenant, user, occupier, licensee or guarantor thereunder, requiring the same to pay the rents directly to the Assignee; but nothing herein contained shall permit or authorize the Assignor to collect any of the rents contrary to clauses (ii), (iii) and (iv) below.

THE Assignor represents, warrants, covenants and agrees that:

- (i) it has not done and will not do or omit to do any act having the effect of terminating, cancelling or accepting surrender of any of the said leases, or save and except as would a prudent owner and manager under the circumstances, of waiving, releasing, reducing or abating any rights or remedies of the Assignor, or obligations of any other party thereunder or in connection therewith without the prior written consent of the Assignee;
- (ii) none of such rights, remedies and obligations are or will be affected by any other agreement, document or understanding or by any reduction, abatement, defence, set-off or counterclaim, save and except as permitted hereunder;
- (iii) none of the said leases or the Assignor's rights thereunder (including the right to receive the rents) have been or will be amended, assigned, encumbered, discounted or anticipated, save and except as disclosed to the Assignee;
- (iv) none of the rents under any of the said leases have been or will be paid prior to the due date for payment thereof;
- (v) the Assignor will observe and perform all of its obligations under the said leases;
- (vi) there is no default under any of the said leases by any of the parties thereto;
- (vii) there is not any outstanding dispute under any of the said leases by any of the parties thereto;

**PROVIDED** further and it is hereby expressly agreed that nothing herein contained shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of the rents or any of them or for the performance of any of the obligations or conditions under or in respect of the said leases or any of them to be observed and performed by the Assignor and that the Assignee shall not, by virtue of this Assignment, or its receipt of the rents or any of them, become or be deemed a mortgagee in possession and that the Assignee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the said leases or any of them; and that the Assignee shall be liable to account only for such monies as


shall actually come into its hands, less proper collection charges; and that such monies may be applied on account of any indebtedness of the Assignor to the Assignee;

THE Assignor covenants and agrees to execute such further assurances as may be reasonably required by the Assignee from time to time to perfect this Assignment and, without limiting the generality of the foregoing, whenever any of the said leases is made or arises, the Assignor will forthwith give the Assignee a specific assignment of the rents thereunder similar to this Assignment (mutatis mutandis) and will give any other parties thereto a notice of such assignment and will obtain from the said parties acknowledgments of such notice, such notice and acknowledgments to be in a form approved by the Assignee and Assignor, each acting reasonably.

Following registration of a discharge of the Charge, this Agreement and Assignment shall be of no further force or effect, and the Leases shall be deemed to have been thereby released and reassigned to the Assignor.

IN WITNESS WHEREOF the Assignor has hereunto set its hand.

2145744 ONTARIO LIMITED

Per: 

Name: Sarbjit Singh Dhillon

Title: President

Per: 

Name: Mandhir Singh Dhillon

Title: Secretary

We have authority to bind the Corporation.

**THIS IS EXHIBIT "G" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**

  
A Commissioner etc.





## GENERAL SECURITY AGREEMENT

THIS AGREEMENT made the 28 day of March, 2018

**BETWEEN:** 2145744 ONTARIO LIMITED, having a place of business at 203 Indian Road South, Sarnia, Ontario, N7T 3W3, Fax No. 519 354 8139

(hereinafter called the "Debtor")

**AND:** LAURENTIAN BANK OF CANADA, having an office at 300-130 Adelaide Street West, Toronto, Ontario, M5H 3P5, Fax No. 416-865-5904

(hereinafter called the "Bank")

In consideration of the sum of One Dollar (\$1.00) now paid to it by the Bank (receipt of which is hereby acknowledged), and to secure the due payment and performance of all Obligations (hereinafter defined), the Debtor hereby agrees with the Bank and provides as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

As used herein the following expressions shall have the following meanings:

"Affiliate" has the meaning ascribed to such term in the *Business Corporations Act* (Ontario), including the corporations (if any) referred to as Affiliates in Schedule "D" hereto;

"Business Day" means any day except Saturday, Sunday or a statutory holiday;

"Collateral" means all present and future property and assets of the Debtor whether now or hereafter specifically charged or subjected to the floating charge under Section 2.1 (except as excluded pursuant to Section 2.2);

"Encumbrance" means any mortgage, lien, pledge, assignment, charge, security interest, title retention agreement, hypothec, levy, execution, seizure, attachment, garnishment, right of distress or other claim in respect of property of any nature or kind whatsoever howsoever arising (whether consensual, statutory or arising by operation of law or otherwise) and includes arrangements known as sale and lease-back, sale and buy-back and sale with option to buy-back;

"Environmental Assessment" means any inquiry, investigation or report of the environmental condition of the Premises;

"Environmental Laws" means all applicable federal, provincial, regional, state, municipal or local laws, common law, statutes, regulations, ordinances, codes, rules, guidelines, requirements, certificates of approval, licences or permits relating to Hazardous Substances or the use, consumption, handling, transportation, storage or Release thereof including without limitation (and in addition to any such laws relating to the environment generally) any such laws relating to public health, occupational health and safety, product liability or transportation;

"Environmental Order" means any prosecution, order, decision, notice, direction, report, recommendation or request issued, rendered or made by any Governmental Authority in connection with Environmental Laws or Environmental Orders;

"Event of Default" means any one or more of the events set out or referred to in Section 5.1;

"Financial Indebtedness" of the Debtor means the aggregate (without duplication) of the following amounts:

- (a) money borrowed, indebtedness represented by notes payable, and drafts accepted representing extensions of credit (including, as regards any note or draft issued at a discount, any amount that could reasonably be regarded as being the amortized portion of such discount as at the date of determination);
- (b) all obligations (whether or not with respect to the borrowing of money) which are evidenced by bonds, debentures, notes or other similar instruments or not so evidenced but which would be considered to be indebtedness for borrowed money;
- (c) all indebtedness upon which interest charges are customarily paid;
- (d) net amounts payable pursuant to interest swap arrangements;
- (e) capital lease obligations and all other indebtedness issued or assumed as full or partial payment for property or services or by way of capital contribution;
- (f) all letters of credit and letters of guarantee issued by a financial institution at the request of or for the benefit of the Debtor;
- (g) any guarantee (other than by endorsement of negotiable instruments for collection or deposit in the ordinary course of business) in any manner, directly or indirectly, of any part or all of any obligation of a type referred to in any of paragraphs (a) to (e) above; and

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- (h) any of the foregoing amounts in respect of any Subsidiary of the Debtor whose accounts are not required under generally accepted accounting principles to be consolidated with the accounts of the Debtor; including (without limitation) all Obligations but excluding:
- (i) trade payables, expenses accrued in the ordinary course of business, customer advance payments and deposits received in the ordinary course of business unless the time for due payment of which extends, or is intended to extend, more than twelve months from the date as of which the determination of Financial Indebtedness is being made; and
- (j) indebtedness of the Debtor which is effectively postponed in favour of the Bank;

**"Governmental Authority"** means any nation, government, province, state, region, municipality or other political subdivision or any governmental department, ministry, commission, board, agency or instrumentality or other public authority or person, domestic or foreign, exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government, and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing and includes any court of competent jurisdiction;

**"Guarantor"** means any person who has guaranteed the indebtedness of the Debtor in favour of the Bank;

**"Hazardous Substance"** means any substance, combination of substances or by-product of any substance which is or may become hazardous, toxic, injurious or dangerous to any person, property, air, land, water, flora, fauna or wildlife; and includes but is not limited to contaminants, pollutants, wastes and dangerous, toxic, deleterious or designated substances as defined in or pursuant to any Environmental Laws or Environmental Orders;

**"Lease"** means any lease (whether now existing, presently arising or created in future) whereby the Premises or any part thereof are demised and leased to the Debtor;

**"Loan Document"** means this Agreement, any of the Security Documents or any other agreement or instrument (whether now existing, presently arising or created in future) delivered by the Debtor or by any Guarantor to the Bank;

**"Normal Business"** has the meaning ascribed thereto in Schedule "D" hereof;

**"Obligations"** means all monies now or at any time and from time to time hereafter owing or payable by the Debtor to the Bank and all other obligations (whether now existing, presently arising or created in the future) of the Debtor in favour of the Bank, and whether direct or indirect, absolute or contingent, matured or not, whether arising from agreement or dealings between the Bank and the Debtor or from any agreement or dealings with any third person by which the Bank may be or become in any manner whatsoever a creditor or other obligee of the Debtor or however otherwise arising and whether the Debtor be bound alone or with another or others and whether as principal or surety, including monies payable or obligations arising in connection with the Offer of Finance; for certainty, the Obligations include all Obligations recorded at any branch or other office of the Bank, wherever located, and are not restricted to those Obligations recorded at the office of the Bank set out herein;

**"Occupants"** means the Debtor, its tenants and other occupants of any Premises;

**"Offer of Finance"** has the meaning ascribed thereto in Schedule "D" hereto;

**"Permitted Encumbrances"** means the following:

- (a) liens for taxes, assessments, governmental charges or levies not for the time being due and delinquent;
- (b) easements, rights of way or other similar rights in land existing at the date of this Agreement which individually or in the aggregate do not in the Bank's opinion materially detract from the value of the property concerned or materially impair its use in the operation of the business of the Debtor;
- (c) rights reserved to or vested in any Governmental Authority by the terms of any lease, licence, franchise, grant or permit, or by any statutory provision, to terminate the same or to require annual or other periodic payments as a condition of the continuance thereof;
- (d) any Encumbrance the validity of which is being contested by the Debtor in good faith by appropriate legal proceedings and in respect of which either
- (i) security adequate in the opinion of the Bank has been provided to it to ensure payment of such liens
  - or
  - (ii) the Bank is of the opinion that such liens are not materially prejudicial to the security hereof;
- (e) any reservations, limitations, provisos and conditions expressed in any original grant from the Crown which do not in the Bank's opinion materially detract from the value of the property concerned or materially impair its use in the operation of the business of the Debtor;
- (f) title defects or irregularities which, in the opinion of counsel to the Bank, are of a minor nature and in the aggregate will not in the Bank's opinion materially detract from the value of the property concerned or materially impair its use in the operation of the business of the Debtor;
- (g) Purchase Money Securities; and
- (h) the Encumbrances set out in Schedule "C" hereto;

**"PPSA"** means the *Personal Property Security Act* (Ontario);

**"Premises"** means all lands and premises owned or occupied by the Debtor from time to time (including the lands and premises referred to in Schedule "A" hereto);

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"Purchase Money Security" means any Encumbrance given, reserved, created, assumed or arising by operation of law, whether or not in favour of the transferor, after the date hereof to provide or secure, or to provide the Debtor with funds to pay the whole or any part of, the consideration for the acquisition of tangible personal property other than Inventory where:

- (a) the principal amount of such Encumbrance is originally at least 75% but not greater than 100% of the cost to the Debtor of all of the property encumbered thereby, and
- (b) the Encumbrance only covers the property being acquired by the Debtor

and includes the renewal, extension or refunding of any such Encumbrance and of the indebtedness represented thereby upon the same property provided that the indebtedness secured thereby and the security therefor are not increased thereby;

"Receiver" shall include one or more of a receiver, receiver-manager or receiver and manager of all or a portion of the undertaking, property and assets of the Debtor appointed by the Bank pursuant to this Agreement or by or under any judgment or order of a court;

"Release" includes abandon, add, deposit, discharge, disperse, dispose, dump, emit, empty, escape, leach, leak, migrate, pour, pump, release or spill;

"Security Documents" means, collectively, this Agreement and all other agreements and other instruments delivered to the Bank by the Debtor (whether now existing or presently arising) for the purpose of establishing, perfecting, preserving or protecting any security held by the Bank in respect of any Obligations;

"Share Ownership" has the meaning ascribed to such term in Schedule "D" hereto; and

"Subsidiary" means a corporation in which the Debtor owns, directly and/or indirectly through one or more Subsidiaries, a majority of shares carrying the right to elect at least a majority of the members of the board of directors.

## 1.2 Interpretation

- 1.2.1 "This Agreement", "hereto", "hereby", "hereunder", "herein", and similar expressions refer to the whole of this Agreement and not to any particular Article, Section, subsection, paragraph, clause, subdivision or other portion hereof.
- 1.2.2 The words "including", "includes", "any" and "or" shall not be limiting or exclusive unless expressly indicated to the contrary.
- 1.2.3 The term, "Debtor" includes each party hereto executing this Agreement in that capacity, both collectively and individually. Their liability hereunder shall be both joint and several. Any provision of this Agreement which mentions the Debtor shall be applied separately to each named Debtor and to all of them collectively. In the case of a Debtor which is a partnership, any provision of this Agreement which mentions the Debtor shall be applied separately to the partnership, to each of the partners (whether or not signatory hereto but excluding the limited partners, if any) and to all of them (including the partnership) collectively.
- 1.2.4 Except as expressly provided herein, terms which are defined in the PPSA shall have the same meaning where used herein.
- 1.2.5 Words importing the singular number only include the plural and vice versa and words importing gender shall include all genders and words importing persons include individuals, partnerships, corporations, trusts, unincorporated associations, joint ventures, Governmental Authorities and other entities.
- 1.2.6 The headings of the Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 1.2.7 Unless otherwise expressly provided in this Agreement, any reference in this Agreement to any law shall include any by-law, regulation, order, act or statute of any Governmental Body and shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

## 1.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

## ARTICLE 2 SECURITY

### 2.1 Charge

For the purpose set out in Section 2.5 but subject to the exceptions set forth in Section 2.2, the Debtor hereby:

- 2.1.1 grants, sells, assigns, conveys, transfers, mortgages, pledges and charges, as and by way of fixed and specific mortgage, pledge and charge to and in favour of the Bank, and grants to the Bank a security interest in, all personal property of every nature and kind whatsoever and wheresoever situate now or at any time and from time to time owned by the Debtor or in which or in respect of which the Debtor has any interest or rights of any kind together with all Proceeds thereof and therefrom, renewals thereof, Accessions thereto and substitutions therefor, including the following described property:
  - (a) all inventory of whatsoever kind (including vehicles) and wheresoever situate now owned or hereafter acquired by the Debtor including goods for sale or lease or that have been leased; goods furnished or to be furnished under a contract of service; goods which are raw materials, work in process or materials used or consumed in a business or profession of the Debtor; goods used or procured for packing; finished goods; industrial growing crops, oil, gas and other minerals to be extracted; timber to be cut; and the young of animals after conception ("Inventory");

- (b) all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit, and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due or owned by the Debtor including but not limited to claims against the Crown and claims under insurance policies ("Accounts");
  - (c) all machinery, equipment, tools, apparatus, plants, fixtures, furniture, vehicles, goods and other tangible personal property of whatsoever nature and kind, now owned or hereafter acquired by the Debtor other than Inventory ("Equipment");
  - (d) all chattel paper now owned or hereafter acquired by the Debtor ("Chattel Paper");
  - (e) all warehouse receipts, bills of lading and other documents of title, whether negotiable or otherwise, now owned or hereafter acquired by the Debtor ("Documents of Title");
  - (f) all instruments now owned or hereafter acquired by the Debtor ("Instruments");
  - (g) all deeds, documents, writings, papers, books of accounts and other books and records, whether or not in computerized form, evidencing or relating to Accounts, Chattel Paper, Instruments or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable; and all contracts, securities, instruments and other rights and benefits in respect thereof;
  - (h) all shares, Securities, stocks, warrants, bonds, debentures, debenture stock or the like now owned or hereafter acquired by the Debtor;
  - (i) all intangible property and intangibles now owned or hereafter acquired by the Debtor including, but not limited to, choses in action, goodwill, patents, trademarks, copyrights and other industrial property ("Intangibles");
  - (j) all monies other than trust monies lawfully belonging to others;
  - (k) any property in any form (including fixtures) derived directly or indirectly from any dealings with any property herein described (including all products and cash and non-cash proceeds thereof); indemnification or compensation for any such property lost, destroyed, damaged or lawfully or unlawfully taken or injuriously affected; all increases, additions and Accessions thereto and substitutions and replacements thereof;
  - (l) all personal property, if any, described in Schedule "B" hereto; and
- 2.1.2 charges with payment and performance of the Obligations to and in favour of the Bank as and by way of a floating charge the whole of the undertaking of the Debtor and all of its property and assets, real and personal, movable and immovable, tangible and intangible, of every nature and kind whatsoever and wheresoever situate, both present and future (other than property and assets from time to time effectively subjected to the fixed and specific mortgages, charges and security interests created hereby or by any instrument supplemental hereto).

## 2.2 Exceptions

### 2.2.1 Exception as to Leases

The last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor is excepted out of the Collateral, but the Debtor shall stand possessed of any such reversion upon trust to assign and dispose thereof as the Bank may direct. Where the giving of a fixed and specific mortgage and charge on any real or personal property held by the Debtor under lease requires the consent of any person, the giving of the fixed and specific mortgage and charge hereunder on such property shall not take effect until such consent is obtained or legally dispensed with, but the Debtor shall hold its rights in such property in trust for the Bank if so doing does not require the consent of another person. The suspension of the effect of the fixed and specific mortgage and charge on such property shall not affect the fixed and specific mortgage and charge on any other property of the Debtor.

### 2.2.2 Exception as to Consumer Goods

Consumer Goods now held or hereafter acquired by the Debtor are excepted out of the Collateral.

## 2.3 Charge Valid Irrespective of Advance of Money

The mortgages, pledges and charges hereby created shall have effect and be deemed to be effective whether or not the monies or obligations hereby secured or any part thereof shall be advanced or owing or in existence before or after or upon the date of this Agreement and neither the giving of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds. The Debtor acknowledges that the parties have not agreed to postpone the time for attachment of any of the charges created hereby, including the floating charge created hereby, all of which shall attach upon the execution hereof or, in the case of after-acquired Collateral, as soon as the Debtor acquires rights therein. The Debtor acknowledges that value has been given.

## 2.4 Supplemental Indentures

The Debtor shall from time to time on demand by the Bank execute and deliver such further deeds or indentures supplemental hereto, which shall thereafter form part hereof, for the purpose of mortgaging to the Bank any property now owned or hereafter acquired by the Debtor and falling within the description of the Collateral, for correcting or amplifying the description of any property hereby mortgaged or intended so to be, or for any other purpose not inconsistent with the terms of this Agreement.

## 2.5 Continuing Security

The Collateral and any other security given with the Bank's consent in replacement thereof, substitution therefor or in addition thereto shall be held by the Bank as general and continuing security for due payment and performance of all Obligations, including all costs and amounts payable pursuant hereto and interest on the Obligations at the rate or rates applicable thereto in accordance with the Offer of Finance.

Any and all payments made at any time in respect of the Obligations and the proceeds realized from any securities held therefor (including moneys realized from the enforcement of this Agreement and any increase in or profits from the Collateral) may be applied (and reapplied from time to time notwithstanding any previous application) to such part or parts of the Obligations as the Bank sees fit, or held by the Bank unappropriated as additional security hereunder for such period of time as the Bank sees fit to be applied against the Obligations when and how the Bank sees fit. The Debtor shall be accountable for any deficiency and the Bank shall be accountable for any surplus.

### ARTICLE 3 REPRESENTATIONS AND WARRANTIES

#### 3.1 General Representations and Warranties

The Debtor represents, warrants and covenants to and with the Bank as follows:

##### 3.1.1 Status

The Debtor is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation (or, if a partnership, is a validly subsisting partnership) and has the power and capacity to own its properties and assets and to carry on its business as presently carried on by it; and holds all material licences, permits and assets as are required to own its properties and assets and to carry on business in each jurisdiction in which it does so.

##### 3.1.2 Power and Capacity

The Debtor has the power and capacity to enter into each of the Security Documents to which it is a party and to do all acts and things as are required or contemplated hereunder or thereunder to be done, observed and performed by it.

##### 3.1.3 Due Authorization and Enforceability

The Debtor has taken all necessary action to authorize the execution, delivery and performance of each of the Security Documents to which it is a party and each such document constitutes, or upon execution and delivery will constitute, a valid and binding obligation of the Debtor enforceable against it in accordance with its terms, subject only to the following qualifications:

- (a) an order of specific performance and an injunction are discretionary remedies, and in particular, may not be available where damages are considered an adequate remedy; and
- (b) enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting enforceability of creditors' rights.

##### 3.1.4 No Contravention

The execution and delivery of this Agreement and the other Security Documents and the performance by the Debtor of its obligations thereunder (i) does not and will not violate any law or any provision of the articles, by-laws, constating documents or other organizational documents of the Debtor (or, if a partnership, the partnership agreement respecting the Debtor) or constitute a breach of any existing contractual or other obligation of the Debtor or contravene any licence or permit to which the Debtor is subject, (ii) will not result in the creation of, or require the Debtor to create, any Encumbrance in favour any person other than the Bank, and (iii) will not result in or permit the acceleration of the maturity of any indebtedness or other obligation of the Debtor.

##### 3.1.5 No Consents Required

No authorization, consent or approval of, or filing with or notice to, any person is required in connection with the execution, delivery or performance of this Agreement or any of the other Security Documents by the Debtor.

##### 3.1.6 Locations

The chief executive office of the Debtor is at the location specified in Schedule "D" hereto and all of the tangible Collateral which is personal property (except for Inventory in transit) is located at the Premises referred to in Schedule "A" hereto.

##### 3.1.7 Leases

With respect to each Lease now existing:

- (a) the copy of the Lease provided to the Bank contains the entire agreement between the Debtor, the lessee and any guarantor, surety or indemnitor respecting the subject matter and there have been no modifications, amendments or extensions thereto or thereof; and
- (b) the Lease is in full force and effect and in good standing.

##### 3.1.8 Financial Statements

The financial statements of the Debtor in the form delivered by the Debtor to the Bank have been prepared in accordance with generally accepted accounting principles consistently applied and fairly, completely and accurately present the financial condition of the Debtor and the financial information presented therein for the period and as at the date thereof. Since the date of the last financial statements delivered to the Bank there has been no development which has had or will have a material adverse effect upon the business, property, financial condition or prospects of the Debtor or upon the ability of the Debtor to perform its obligations under any of the Security Documents.

##### 3.1.9 Solvency

The Debtor is not an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada). No act or proceedings have been taken by or, to the Debtor's knowledge, against or, to the Debtor's knowledge, are pending in connection with, and the Debtor is not in the course of and has not received any notice with respect to, amalgamation, winding-up, surrender of charter, cancellation of charter, dissolution, liquidation, insolvency, bankruptcy, reorganization or a



sale of assets out of the ordinary course of business. The Debtor is not in default in complying with the provisions <sup>82</sup> of the *Employer Health Tax Act* (Ontario), the *Retail Sales Tax Act* (Ontario), the *Fuel Tax Act* (Ontario), the *Gasoline Tax Act* (Ontario), the *Tobacco Tax Act* (Ontario) or, if a corporation, the *Corporations Information Act* (Ontario) or the *Corporations Tax Act* (Ontario).

### 3.1.10 No Litigation

There are no actions, suits, judgments, awards or proceedings pending or, to the knowledge of the Debtor, threatened against the Debtor before any court or government department, commission, board, agency or instrumentality, domestic or foreign, or before any other authority, or before any arbitrator of any kind, which would, if determined adversely to the Debtor, materially adversely affect its business, property, financial condition or prospects or its ability to perform any of the provisions of any Security Document to which it is a party or which purports to affect the legality, validity or enforceability of any Security Document, and the Debtor is not in default with respect to any judgment, order, writ, injunction, award, rule or regulation of any Governmental Authority or any arbitrator, which individually or in the aggregate results in any such material adverse effect.

### 3.1.11 No Default

The Debtor is not in default or breach under any material commitment or obligation (including obligations in relation to Financial Indebtedness) or under any order, writ, decree or demand of any Governmental Authority or with respect to any leases, licences or permits to own and/or operate material properties and assets or to carry on business and there exists no state of facts which, after notice or the passage of time or both, would constitute such a default or breach; and there are not any proceedings in progress, pending or threatened, which may result in the revocation, cancellation, suspension or any adverse modification of any such leases, licences or permits.

### 3.1.12 All Material Information Supplied

The Debtor has provided to the Bank all material information relating to the financial condition, business and prospects of the Debtor and the Guarantors (if any) and all such information is true, accurate and complete in all material respects.

### 3.1.13 Serial Numbered Goods and Fixtures

Full particulars (including serial number, year, make and model) of each motor vehicle, trailer, mobile home, boat, outboard motor and aircraft in which the Debtor has rights and which is not Inventory are set out in Schedule "B" hereto. None of the goods comprised in the Collateral are fixtures except any fixtures that are described so that they may be readily identified in Schedule "B" hereto and that are affixed or attached to the Premises described in Schedule "A" hereto.

### 3.1.14 Consumer Goods

None of the Collateral now owned or hereafter acquired is now or shall at any time be Consumer Goods of the Debtor.

## 3.2 Environmental Representations and Warranties

The Debtor represents, warrants and covenants to and with the Bank as follows:

3.2.1 The Collateral and the operations of the Occupants now and will at all times in future comply in all material respects with all Environmental Laws and Environmental Orders.

3.2.2 After due and diligent inquiry, it has been found that, except for substances necessary to the carrying on of the Normal Business of the Debtor, there is no Hazardous Substance on or in any of the Premises, no Hazardous Substance has ever been used, stored, located or Released on or in any of the Premises, no part of the Premises is or has ever been contaminated by any Hazardous Substance.

3.2.3 After due and diligent inquiry and except as approved by the Bank in writing, it has been found that there are no:

- (a) underground or above-ground storage tanks;
- (b) asbestos or material containing asbestos;
- (c) urea formaldehyde or material containing urea formaldehyde;

at, on or under the Premises and none of the foregoing will at any time in future be placed, installed or Released at, on or under the Premises without the prior written consent of the Bank.

3.2.4 Any underground or above-ground storage tanks located at, on or under the Premises which have been approved by the Bank have been identified, registered, constructed, operated and maintained as required by Environmental Laws and Environmental Orders and they are presently in a state of good condition and repair, have not leaked and are not presently leaking any of their contents.

3.2.5 There is no judicial or administrative proceeding or investigation pending and no Environmental Order has been issued or, to the best of the Debtor's knowledge, threatened concerning the possible violation of any Environmental Laws or Environmental Orders by any of the Occupants, by any of the operations of the Occupants or otherwise in relation to the Collateral.

3.2.6 To the best of the Debtor's knowledge (after due and diligent inquiry), no condition exists as to any parcel of real property contiguous to or in close proximity with the Premises which would require a qualification to any of the representations or warranties in this Section 3.2 if such condition applied to the Premises.

3.2.7 Except for substances necessary to the carrying on of the Normal Business of the Debtor, no Hazardous Substance shall be brought onto or used on or in any part of the Premises without the prior written consent of the Bank and any Hazardous Substance brought onto or into any part of the Premises or used by any person on or in any part of the Premises shall be transported, used and stored only in accordance with all Environmental Laws, other lawful requirements, prudent industrial standards (including any published environmental standards of any applicable industry association) and any requirements of applicable insurance policies.

- 3.2.8 The Debtor has created, properly organized and maintained all documentation and records concerning environmental matters as required by any Environmental Laws or Environmental Orders and will maintain such documentation and records at all times in future as aforesaid.
- 3.2.9 The Debtor has provided to the Bank any Environmental Assessment and related documentation concerning any of the Premises in its possession or control and shall promptly provide to the Bank any such material as the Debtor may obtain in future.
- 3.2.10 The Debtor shall promptly notify the Bank if it:
- (a) receives notice from any Governmental Authority of any violation or potential violation of any Environmental Laws or Environmental Orders, including the Release of a Hazardous Substance, which may have occurred or been committed or is about to occur or be committed;
  - (b) receives notice that any administrative or judicial complaint or Environmental Order has been issued or filed or is about to be issued or filed against any of the Occupants or their representatives alleging violations of any Environmental Laws or Environmental Orders or requiring the taking of any action in connection with any Hazardous Substance;
  - (c) learns of the enactment of any Environmental Laws or the issuance of any Environmental Orders which may have a material adverse effect on the Premises or the operations or the condition, financial or otherwise, of any of the Occupants; or
  - (d) knows of or suspects that any Hazardous Substance (other than a substance necessary to the carrying on of the Normal Business of the Debtor) has been brought onto any part of the Premises or that there is any actual, threatened or potential Release of any Hazardous Substance (whether or not a substance necessary to the carrying on of the Normal Business of the Debtor) on, from, in or under any part of the Premises.
- 3.2.11 The Debtor hereby grants to the Bank and its employees and agents an irrevocable and non-exclusive licence, subject to the rights of tenants, to enter any of the Premises to conduct testing and monitoring with respect to Hazardous Substances and to remove and analyze any Hazardous Substance at the cost and expense of the Debtor (which cost and expense shall be secured hereby).
- 3.2.12 The Debtor shall indemnify the Bank and hold the Bank harmless against and from all loss, costs, damages and expenses which the Bank may sustain, incur or be or become liable for by reason of or arising from the presence, clean-up, removal or disposal of any Hazardous Substance referred to in this Section 3.2.12 or compliance with Environmental Laws or Environmental Orders relating thereto, including any clean-up, decommissioning, restoration or remediation of the Premises and other affected lands or property (and this indemnification shall survive the satisfaction, release or extinguishment of the indebtedness secured hereby).

### 3.3 Title

The Debtor covenants with the Bank that, subject only to Permitted Encumbrances, it lawfully owns, as legal and beneficial owner, and is lawfully possessed of the Collateral and all property and assets indicated by the financial statements which it has delivered to the Bank to be owned by it and has good right and authority to mortgage and charge the same as provided for herein, free and clear of all Encumbrances (other than Permitted Encumbrances), and it will warrant and defend the title thereto as well as to any other property, rights and interests hereafter acquired by the Debtor. No person has any agreement or right or option to acquire any of such property (except under unfilled purchase orders accepted in the ordinary course of business for the sale of Inventory).

## ARTICLE 4 COVENANTS OF THE DEBTOR

### 4.1 General Covenants

So long as this Agreement remains outstanding, the Debtor covenants and agrees as follows:

#### 4.1.1 To Pay Costs

The Debtor shall pay all costs, charges and expenses of or incurred by the Bank (a) incidental to the preparation, execution and filing of this Agreement and any other Security Documents and any instruments relating thereto or required by the Offer of Finance (including any supplemental security or any instrument amending any of the Security Documents), (b) in inspecting the Collateral or in or about taking, recovering or keeping possession of any of the Collateral or in any other proceedings taken in enforcing the remedies provided herein or otherwise in relation to this Agreement or the Collateral, or by reason of non-payment of the moneys hereby secured, (c) the costs of any sale proceedings hereunder, whether such sale proves abortive or not, and (d) the costs of any Receiver with respect to, and all expenditures made by the Bank or any Receiver in the course of, doing anything hereby permitted to be done by the Bank or such Receiver (including any costs and expenditures relating to compliance with the *Bankruptcy and Insolvency Act* (Canada)). All such costs and expenses and other monies payable hereunder, together with interest at the highest rate applicable to any Obligations, shall be payable on demand and shall constitute a charge on the Collateral. Without limiting the generality of the foregoing, such costs shall extend to and include any legal costs incurred by or on behalf of the Bank on a full indemnity basis.

#### 4.1.2 To Pay Certain Debts

The Debtor shall punctually pay and discharge every obligation, failure to pay or discharge which might result in any lien or charge or right of distress, forfeiture, termination or sale or any other remedy being enforced against the Collateral and provide to the Bank when required satisfactory evidence of such payment and discharge, but the Debtor may on giving the Bank such security (if any) as the Bank may require refrain from paying or discharging any obligation so long as it contests in good faith its liability therefor.

#### 4.1.3 To Maintain Existence and Security

The Debtor shall:

- (a) maintain its existence;
- (b) diligently preserve all its rights, licences, powers, privileges, franchises and goodwill;
- (c) observe and perform all of its obligations and comply with all conditions under leases, licences and other agreements to which it is a party or upon or under which any of the Collateral is held;
- (d) carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Collateral and income therefrom;
- (e) keep proper books of account with correct entries of all transactions in relation to its business;
- (f) observe and conform to all valid requirements of law and of any Governmental Authority relative to the Collateral or the carrying on by the Debtor of its business;
- (g) repair and keep in repair and good order and condition all property, including the Collateral, the use of which is necessary or advantageous in connection with its business;
- (h) immediately notify the Bank in writing of any proposed change of name of the Debtor or of the Debtor's chief place of business or chief executive office;
- (i) keep the Bank constantly informed in writing as to the location of the Collateral and the books of account and other records of the Debtor;
- (j) immediately deliver to the Bank any negotiable instrument forming part of the Collateral;
- (k) effect such registrations as may be required by the Bank from time to time to protect the security hereof; and
- (l) prevent the Collateral from being or becoming an Accession to property not charged hereby or becoming affixed to any real property other than real property in respect of which the Bank holds a registered mortgage.

#### 4.1.4 Leases

- (a) The Debtor shall at all times perform and discharge all of the lessee's covenants and obligations under any Lease.
- (b) The Debtor will not without the written consent of the Bank terminate, surrender, amend, alter or vary the terms and conditions of any Lease. Nor shall the Debtor, without the written consent of the Bank, waive performance by the landlord under any of the Leases or release any of the said landlords from any obligations under their respective Leases.

#### 4.1.5 To Insure

The Debtor shall keep the Collateral and the operations of the Debtor insured in such amounts as the Bank may reasonably require against loss or damage by fire and such other risks as the Bank may from time to time specify, with insurers approved by the Bank. The Debtor shall whenever from time to time requested by the Bank provide the Bank with satisfactory evidence of such insurance and any renewal thereof which shall at all times be subject to mortgage clauses in a form approved by the Bank, and shall at the request of the Bank forthwith name the Bank as first loss payee and assign, transfer and deliver unto the Bank the policy or policies of such insurance. Evidence satisfactory to the Bank of the renewal of every policy of insurance shall be provided to the Bank at least seven (7) days before the termination thereof.

#### 4.1.6 To Furnish Proofs

The Debtor shall forthwith on the happening of any loss or damage furnish at its own expense all necessary proofs and do all necessary acts to enable the Bank to obtain payment of the insurance monies, which, in the sole discretion of the Bank, may be applied in reinstating the insured property or be paid to the Debtor or be applied in payment of the monies owing hereunder, whether due or not then due, or paid partly in one way and partly in another.

#### 4.1.7 Inspection by the Bank

The Debtor shall allow any employees or authorized agents of the Bank at any reasonable time to enter the premises of the Debtor in order to inspect the Collateral and to inspect the books and records of the Debtor and make extracts therefrom, and shall permit the Bank prompt access to such other persons as the Bank may deem necessary or desirable for the purposes of inspecting or verifying any matters relating to any part of the Collateral or the books and records of the Debtor, provided that any information so obtained shall be kept confidential, save as required by the Bank in exercising its rights hereunder.

#### 4.1.8 Accounts

Subject to any Permitted Encumbrances thereon, Accounts shall be received by the Debtor in trust for the Bank; provided that as long as an Event of Default has not occurred the Debtor may collect and use the Accounts in the ordinary course of business.

#### 4.1.9 Deliver Information

The Debtor shall deliver such financial statements to the Bank together with such other statements and reports as may be required pursuant to the Offer of Finance, within the time periods stipulated therein. Such financial statements shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly, completely and accurately present the financial condition of the Debtor

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and the financial information presented therein for the period and as at the date thereof. The Debtor shall provide to the Bank any other information concerning its financial position and business operations which the Bank may from time to time request.

#### 4.1.10 Notice of Litigation and Damage

The Debtor will promptly give written notice to the Bank of (a) all claims or proceedings pending or threatened against the Debtor which may give rise to uninsured liability in excess of \$25,000 or which may have a material adverse affect on the business or operations of the Debtor, (b) all damage to or loss or destruction of any property comprising part of the Collateral which may give rise to an insurance claim in excess of \$25,000 and (c) all uninsured damage to or loss or destruction of property comprising part of the Collateral in excess of \$25,000; and will supply the Bank with all information reasonably requested in respect of any such matters.

#### 4.1.11 Notice of Default

The Debtor will promptly give written notice to the Bank of the occurrence of any Event of Default or of any event which after notice or lapse of time would constitute an Event of Default.

#### 4.1.12 Representations and Warranties

The representations and warranties made by the Debtor in Article 4 shall be true and correct on each day that this Agreement or any of the Security Documents remains in force, with the same effect as if such representations and warranties had been made and given on and as of such day (except to the extent any such representation and warranty is expressly limited to a particular date or particular period or time), notwithstanding any investigation made at any time by or on behalf of the Bank.

#### 4.1.13 Not to Create Certain Charges

The Debtor shall not, without the prior written consent of the Bank, create or permit to arise any Encumbrance on any of the Collateral (other than Permitted Encumbrances), and will not permit any Subsidiary to do the same (except in favour of the Debtor). Nothing herein contained shall be construed as subordinating the Bank's interest in the Collateral in favour of any third party who claims the Collateral by virtue of a Permitted Encumbrance.

#### 4.1.14 Not to Sell

The Debtor shall not, except as otherwise permitted hereunder, remove, destroy, lease, sell or otherwise dispose of any of the Collateral; provided that the Debtor may sell, lease or otherwise dispose of Equipment which has become worn out or damaged or otherwise unsuitable for their purposes on condition that it shall substitute therefor, subject to the lien hereof and free from prior liens or charges, property of at least equal value so that the security hereby constituted shall not thereby be in any way reduced or impaired; and provided further that the Debtor may sell Inventory in the ordinary course of business and for the purpose of carrying on the same.

#### 4.1.15 Not to Make Certain Changes

The Debtor shall not without the prior written consent of the Bank:

- (a) change its financial year end;
- (b) purchase, establish or acquire in any manner any new business undertaking;
- (c) materially change the nature of the Debtor's business as presently carried on;
- (d) enter into a partnership, joint venture or syndicate with any other person; acquire or establish any Subsidiary; or, if a corporation, amalgamate, consolidate or merge with any person;
- (e) enter into any transaction, or permit any Subsidiary to do so, outside the ordinary active business operations of the Debtor and its Subsidiaries;
- (f) acquire or invest in any Securities except instruments or Securities issued by a financial institution or liquid Securities traded on a recognized public securities exchange and acquired only for the Debtor's cash management purposes or permit any Subsidiary to do so;
- (g) remove any of the Collateral or any of the books of account or other records of the Debtor from the jurisdiction where presently located;
- (h) permit Share Ownership to change;
- (i) create, issue, incur or otherwise become liable upon, directly or indirectly, any Financial Indebtedness or permit any Subsidiary to do so;
- (j) reduce or make any distribution of its capital, or redeem, purchase or otherwise retire or pay for any shares in its present or future capital stock;
- (k) create, allot or issue any shares in its capital, change its capital structure, enter into any agreement, or make any offer, to do so or permit any Subsidiary to do any such thing with respect to the capital or capital structure of such Subsidiary; or
- (l) make or repay or guarantee any loan or advance to any person, or endorse or otherwise become surety or guarantor for or upon, or indemnify against loss arising from, the obligations of any person, except by endorsement of negotiable instruments for deposit or collection, and the Debtor shall not permit any Subsidiary to do any such thing.

Upon the acquisition by the Debtor from time to time of rights in any motor vehicles, trailers, mobile homes, boats, outboard motors or aircraft which are not Inventory and which are not fully described in Schedule "B" hereto, or upon repossession by or return to the Debtor of any such goods, the Debtor will forthwith give written notice to the Bank of full particulars (including the serial number) of the same. The Debtor will not permit goods now or hereafter comprised in the Collateral to become fixtures unless they are, or are to be, affixed or attached to the Premises described in Schedule "A" hereto and unless the goods are described in Schedule "B" hereto so that they may be readily identified.

## ARTICLE 5 EVENTS OF DEFAULT AND REMEDIES

### 5.1 Events of Default

The occurrence of any of the following events shall constitute an Event of Default under this Agreement:

- 5.1.1 if default occurs in payment or performance of any Obligation (whether arising herein or otherwise);
- 5.1.2 if any representation or warranty made by the Debtor herein or in any other Loan Document or in any certificate, statement or report furnished in connection with or pursuant to the Offer of Finance is found to be false or incorrect in any way so as to make it materially misleading when made or when deemed to have been made;
- 5.1.3 if default occurs in payment or performance of any obligation in favour of any person to whom the Debtor is indebted except obligations to trade creditors incurred in the ordinary course of business which do not materially and adversely affect the financial condition of the Debtor;
- 5.1.4 if default occurs in payment or performance of any obligation (whether now existing, presently arising or created in future) of any Affiliate of the Debtor in favour of the Bank;
- 5.1.5 if the Debtor commits an act of bankruptcy or becomes insolvent within the meaning of any bankruptcy or insolvency legislation applicable to it or a petition or other process for the bankruptcy of the Debtor is filed or instituted;
- 5.1.6 if any act, matter or thing is done toward, or any action or proceeding is launched, had or taken for, terminating the corporate existence of the Debtor, whether by winding-up, surrender of charter or otherwise;
- 5.1.7 if the Debtor ceases to carry on its business or makes or proposes to make any sale of its assets in bulk or any sale of its assets out of the usual course of its business;
- 5.1.8 if any proposal is made or any petition is filed by the Debtor under any law having for its purpose the extension of time for payment, composition or compromise of the liabilities of the Debtor or other reorganization or arrangement respecting its liabilities or if the Debtor gives notice of its intention to make or file any such proposal or petition including an application to any court for an order to stay or suspend any proceedings of creditors pending the making or filing of any such proposal or petition;
- 5.1.9 if any receiver, administrator or manager of the property, assets or undertaking of the Debtor or a substantial part thereof is appointed pursuant to the terms of any trust deed, trust indenture, debenture or similar instrument or by or under any judgment or order of any court;
- 5.1.10 if any balance sheet or other financial statement provided by the Debtor to the Bank pursuant to the provisions hereof is false or misleading in any material respect;
- 5.1.11 if the Debtor permits any sum which has been admitted as due by it or is not disputed to be due by it and which forms, or is capable of being made, an Encumbrance upon any of the Collateral in priority to, or pari passu with, the charge created by this Agreement to remain unpaid for thirty (30) days after proceedings have been taken to enforce the same as such charge;
- 5.1.12 if any proceedings are taken to enforce any Encumbrance affecting any of the Collateral;
- 5.1.13 if the validity of any Loan Document is brought into question or disputed in whole or in part where the effect of any such invalidity would materially adversely affect the interests of the Bank hereunder or in connection with the Offer of Finance;
- 5.1.14 if any action is taken or power or right be exercised by any Governmental Authority or if any claim or proceeding is pending or threatened by any person which may have a material adverse effect on the Debtor, its business or operations, its properties or its prospects;
- 5.1.15 if in the opinion of the Bank a material adverse change has occurred in the financial condition or business of the Debtor which may impair the ability or willingness of the Debtor to perform its obligations hereunder, under the Offer of Finance or under any other Loan Document or if the Bank considers that the Collateral is in jeopardy or that the Bank is insecure; and
- 5.1.16 if any event occurs with respect to any Guarantor which if a like event had occurred with respect to the Debtor would have constituted an Event of Default.

### 5.2 Consequences of an Event of Default

Upon the occurrence of an Event of Default, any obligation of the Bank to make further loans or advances or extend other credit to the Debtor shall immediately terminate and all Obligations and all monies secured hereby shall at the option of the Bank become forthwith due and payable whereupon the floating charge hereby created shall crystallize, all of the rights and remedies hereby conferred in respect of the Collateral shall become immediately enforceable and any and all additional and collateral securities for payment of this Agreement shall become immediately enforceable.

### 5.3 Enforcement

Upon the happening of any Event of Default the Bank shall have the following rights and powers:

- 5.3.1 to enter into possession of all or any part of the Collateral;
- 5.3.2 to preserve and maintain the Collateral and make such replacements thereof and additions thereto as it deems advisable;
- 5.3.3 to borrow money in the Debtor's name or in the Bank's name or on the security of the Collateral or to advance the Bank's own money to the Debtor, in any case upon such terms as the Bank may deem reasonable and upon the security hereof;
- 5.3.4 to pay or otherwise satisfy in whole or in part any Encumbrances which, in the Bank's opinion, rank in priority to the security hereof;
- 5.3.5 after entry by its officers or agents or without entry to sell, lease or otherwise dispose in any way whatsoever of all or any part of the Collateral either en bloc or separately at public auction or by tender or by private agreement and at such time or times and on such terms and conditions as the Bank in its absolute discretion may determine and without any notice to or concurrence of the Debtor except as may be required by applicable law;
- 5.3.6 by instrument in writing to appoint any person or persons (whether an officer or officers of the Bank or not) the Receiver of all or any part of the Collateral and to remove any Receiver so appointed and appoint another or others in his stead;
- 5.3.7 to exercise any of the rights of a secured party under the PPSA or any other rights available at law or equity;
- 5.3.8 to transfer or require the transfer of any Securities forming part of the Collateral to the Bank and to exercise all rights, including voting rights attached to such Securities; and
- 5.3.9 to bring proceedings in any court of competent jurisdiction for the appointment of a Receiver of all or any portion of the Collateral.

The security of this Agreement may be realized and the rights enforced by any remedy or in any manner authorized or permitted by this Agreement or by law or equity and no remedy for the realization of the security hereof shall be exclusive of or dependent upon any other remedy and all or any remedies may from time to time be exercised independently or in any combination.

### 5.4 Disposition

Without limiting the generality of the foregoing it shall be lawful for the Bank:

- 5.4.1 to make any sale, lease or other disposition of the Collateral either for cash or upon credit or partly for one and partly for the other upon such conditions as to terms of payment as it in its absolute discretion may deem proper;
- 5.4.2 to rescind or vary any contract for sale, lease or other disposition that the Bank may have entered into pursuant hereto and resell, release or redispense of the Collateral with or under any of the powers conferred herein; and
- 5.4.3 to stop, suspend or adjourn any sale, lease or other disposition from time to time and to hold the same as adjourned without further notice.

Upon any such sale, lease or other disposition the Bank shall be accountable only for money actually received by it. The Debtor shall be accountable for any deficiency and the Bank shall distribute any surplus as required by law. The Bank may deliver to the purchaser or purchasers of the Collateral or any part thereof good and sufficient conveyances or deeds for the same free and clear of any claim by the Debtor. The purchaser or lessee receiving any disposition of the Collateral or any part thereof need not inquire whether default under this Agreement has actually occurred but may as to this and all other matters rely upon a statutory declaration of an officer of the Bank, which declaration shall be conclusive evidence as between the Debtor and any such purchaser or lessee, and the purchaser or lessee need not look to the application of the purchase money, rent or other consideration given upon such sale, lease or other disposition, which shall not be affected by any irregularity of any nature or kind relating to the crystallizing or enforcing of the security hereof or the taking of possession of the Collateral or the sale, lease or other disposition thereof.

### 5.5 Powers of Receiver

Any Receiver appointed as aforesaid shall have the power without legal process:

- 5.5.1 to take possession of the Collateral or any part thereof wherever the same may be found;
- 5.5.2 to carry on the business of the Debtor or any part thereof in the name of the Debtor or of the Receiver; and
- 5.5.3 to exercise on behalf of the Bank all of the rights and remedies herein granted to the Bank,

and without in any way limiting the foregoing the Receiver shall have all the powers of a receiver appointed by a court of competent jurisdiction. Any Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor, and the Bank shall not be in any way responsible for any misconduct or negligence on the part of any Receiver or any loss resulting therefrom.

### 5.6 Application of Moneys

All moneys actually received by the Bank or by the Receiver in enforcing the security of this Agreement shall be applied, subject to the proper claims of any other person:

- 5.6.1 first, to pay or reimburse the Bank and any Receiver the costs, charges, expenses and advances payable by the Debtor in accordance herewith;
- 5.6.2 second, in or toward the payment to the Bank of all other moneys owing hereunder or secured hereby in such order as the Bank in its sole discretion may determine; and
- 5.6.3 third, any surplus shall be distributed as required by law.

#### **5.7 Powers of Directors and Officers**

Upon the Bank declaring as aforesaid that the security hereof has become enforceable and crystallized or the Debtor receiving notice from the Bank of the taking of possession of any of the Collateral or of the appointment of a Receiver, all the powers, functions, rights and privileges of the directors and officers of the Debtor with respect to the property, business and undertaking of the Debtor shall cease except to the extent specifically continued at any time by the Bank in writing, the whole to the extent permitted by law.

#### **5.8 Limitations on Liability**

Neither the provisions of this Agreement nor anything done under or pursuant to the rights, remedies and powers conferred upon the Bank and the Receiver, whether hereunder or otherwise, will render the Bank a mortgagee in possession. Neither the Bank nor any Receiver will be bound to collect, dispose of, realize, enforce or sell any Securities, Instruments, Chattel Paper or Intangibles (including any Accounts) comprised in the Collateral or to allow any such Collateral to be sold or disposed of, nor will it be responsible for any loss occasioned by any such sale or other dealing or for any failure to sell or so act, nor will it be responsible for any failure to take necessary steps to preserve rights against others in respect of such Collateral, nor will it be responsible for any loss occasioned by the failure to exercise any rights in respect of Collateral within the time limited for the exercise thereof. Neither the Bank nor the Receiver will be obligated to keep Collateral separate or identifiable.

#### **5.9 Urgency**

If an Event of Default occurs, the Debtor agrees that the exercise by the Bank of any of its rights and remedies constitutes an urgent insolvency matter which shall be heard by a judge at Toronto presiding over the Commercial List and, if necessary for such purpose, the Debtor consents to transfer all proceedings to such a judge.

### **ARTICLE 6 GENERAL**

#### **6.1 Waiver**

No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Debtor herefrom shall in any event be effective unless the same shall be in writing and signed by the Bank (and by the Debtor, if an amendment), and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

#### **6.2 Other Securities**

The rights of the Bank hereunder shall not be prejudiced nor shall the liabilities of the Debtor or of any other person be reduced in any way by the taking of any other security of any nature or kind whatsoever whether in addition to, or in substitution for, existing security either at the time of execution of this Agreement or at any time hereafter.

#### **6.3 No Merger or Novation**

Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish the liability of the Debtor to pay the moneys hereby secured nor shall the same operate as a merger of any covenant herein contained or of any other Obligation, nor shall the acceptance of any payment or other security constitute or create any novation.

#### **6.4 Amalgamation**

The Debtor, if a corporation, acknowledges that if it amalgamates with any other corporation or corporations (a) the Collateral and the lien created hereby shall extend to and include all the property and assets of each of the amalgamating corporations and the amalgamated corporation and to any property or assets of the amalgamated corporation thereafter owned or acquired, (b) the term, "Debtor", where used herein shall extend to and include each of the amalgamating corporations and the amalgamated corporation, and (c) the term, "Obligations", where used herein shall extend to and include the Obligations of each of the amalgamating corporations and the amalgamated corporation. Nothing in this Section 6.4 shall be interpreted as permitting the Debtor to amalgamate in violation of any covenant of the Debtor contained herein or in any other agreement binding the Debtor.

#### **6.5 Power of Attorney**

The Debtor for valuable consideration irrevocably appoints the Bank and its officers from time to time or any of them to be the attorneys of the Debtor in the name of and on behalf of the Debtor to execute and do any deeds, transfers, conveyances, assignments, assurances and things which the Debtor ought to execute and do under the covenants and provisions herein contained and generally to use the name of the Debtor in the exercise of all or any of the powers hereby conferred on the Bank, including to receive, endorse and collect all instruments made payable to the Debtor representing any distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

#### **6.6 The Bank May Remedy Default**

If the Debtor fails to do anything hereby required to be done by it, the Bank may, but shall not be obliged to, do such thing and all sums thereby expended by the Bank shall be payable forthwith by the Debtor, shall be secured hereby and shall have the benefit of the lien hereby created, but no such performance by the Bank shall be deemed to relieve the Debtor from any default hereunder.

The Debtor acknowledges that the security interest in any item of Collateral and its proceeds shall constitute a purchase-money security interest to the extent it secures Obligations incurred by the Debtor to enable the Debtor to acquire rights in such Collateral. The Bank hereby reserves title to any item of Collateral which may be sold by the Bank to the Debtor until satisfaction of the Obligations as aforesaid.

6.8 Taxes and Reserve Requirements

In case the Bank is or becomes subject to any tax with respect to payments of principal, interest or other amounts by the Debtor hereunder or in respect of any of the Obligations (except for taxes on the overall net income of the Bank) or to any reserve or similar requirement against assets held by, or deposits in or for the account of, or loans by, an office of the Bank, or to any other condition with respect to this Agreement, and the result of any of the foregoing is to increase the cost to the Bank of making or maintaining any Obligation or to reduce the income receivable by the Bank in respect of any Obligation, then the Debtor shall pay to the Bank on demand that amount which shall compensate the Bank for such additional cost or reduction in income. A certificate of the Bank setting forth the amount of such additional compensation and the basis therefor shall be submitted by the Bank to the Debtor and shall be conclusive evidence, in the absence of manifest error, of such amount.

6.9 Notices

Any notice or written communication given pursuant to or in connection with this Agreement shall be in writing and shall be given by delivering the same personally or by prepaid courier, prepaid registered mail, telex or telecopier, addressed to the party to be notified at the address of such party set out herein or at such other address of which such party has given notice to the other parties hereto. Any such notice shall be conclusively deemed to have been given and received on the day of actual receipt by the addressee or, if given by prepaid registered mail, on the third Business Day following the mailing date (absent a general disruption in postal service.)

6.10 Offer of Finance

This Agreement is being issued by the Debtor to the Bank pursuant to the terms of the Offer of Finance. All terms and conditions of the Offer of Finance shall remain in full force and effect. In the event of a conflict or inconsistency between any provision of this Agreement and any provision of the Offer of Finance the provision of the Offer of Finance shall govern and prevail.

6.11 Receipt

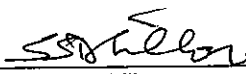
The Debtor hereby acknowledges receipt of a true copy of this Agreement and a copy of the financing statement registered in respect of the security created hereby.


6.12 Successors and Assigns, etc.

This Agreement and all its provisions shall enure to the benefit of the Bank, its successors and assigns and shall be binding upon the Debtor, its successors and permitted assigns. Every reference to a party hereto shall extend to and include such party's successors and permitted assigns, as if specifically named. Time shall be in all respects of the essence hereof.

IN WITNESS WHEREOF the Debtor has duly executed this Agreement as of the date first written above.

2145744 ONTARIO LIMITED

per:   
Name: Sarbjit Singh Dhillon  
Title: President

per:   
Name: Mandhir Singh Dhillon  
Title: Secretary

We have authority to bind the Corporation.



SCHEDULE "A"  
PREMISES  
(OWNED OR LEASED)  
(Section 1.1)

Municipal Address

203 Indian Road South, Sarnia, Ontario

Legal Description

Part Lot 37 and 38, Range 6, Plan 16 ½ Sarnia City

SPECIFIED PERSONAL PROPERTY

(Section 2.1.1(I))

I. The following goods now located at 203 Indian Road South, Sarnia, Ontario:

All Collateral as defined herein

II. The following intellectual property:

*NIC*

PERMITTED ENCUMBRANCES

(Section 1.1)

PERSONAL PROPERTY SECURITY ACT

Secured Party	File Number	Collateral Description	Amount Secured (Current Balance)
Canadian Imperial Bank of Commerce – (POSTPONED)	697391307	NONE	\$ 9,500,000.00

REAL PROPERTY REGISTRATIONS

Party	Registration Number	Amount Secured (Current Balance)
NONE		

MISCELLANEOUS PARTICULARS

1.1 Chief Executive Office. The Debtor's chief executive office is located at the following address:

203 Indian Road South, Samia, Ontario.

1.2 "Affiliate" includes the following corporations: 2145754 ONTARIO LIMITED AND 905593 ONTARIO LIMITED

1.3 "Normal Business" means the following activities:

REAL ESTATE HOLDING COMPANY

1.4 "Offer of Finance" means the letter of the Bank to the Debtor dated the 13th day of March, 2018, as accepted by the Debtor, as amended, supplemented, restated or replaced from time to time;

1.5 "Share Ownership" means the direct or indirect beneficial ownership of shares of the Debtor as follows:

<u>Owner</u>	<u>Class of Shares</u>	<u>Number of Shares</u>
SARBJIT SINGH DHILLON	COMMON	75
MANDYKA SINGH DHILLON	COMMON	75

**THIS IS EXHIBIT "H" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**

*N. Aubé*

*A Commissioner etc.*





PERSONAL PROPERTY SECURITY REGISTRATION  
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Chaitons LLP (ACY)  
Reference : 64727  
Search ID : 748487  
Date Processed : 11/8/2019 2:20:22 PM  
Report Type : PPSA Electronic Response  
Search Conducted on : 2145744 Ontario Limited  
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE  
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT  
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145744 Ontario Limited

FILE CURRENCY: November 7, 2019

RESPONSE CONTAINS: APPROXIMATELY 4 FAMILIES and 16 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS  
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME  
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE  
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT  
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY  
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER  
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS  
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE  
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145744 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 4 ENQUIRY PAGE : 1 OF 16

SEARCH : BD : 2145744 ONTARIO LIMITED

00 FILE NUMBER : 697391307 EXPIRY DATE : 24JUN 2029 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :  
 REG NUM : 20140624 1135 1862 4733 REG TYP: P PPSA REG PERIOD: 5  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2145744 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 191 KEIL DRIVE SOUTH  
 CITY : CHATHAM PROV: ON POSTAL CODE: N7M 6J5  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 CANADIAN IMPERIAL BANK OF COMMERCE, CREDIT PROCESSING SERVICES  
 09 ADDRESS : 595 BAY STREET SUITE 500  
 CITY : TORONTO PROV: ON POSTAL CODE: M5G 2C2  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X X X X X X  
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

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16 AGENT: MILLER THOMSON LLP (MT)

17 ADDRESS : 295 HAGEY BLVD., SUITE 300

CITY : WATERLOO PROV: ON POSTAL CODE: N2L 6R5

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*



MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145744 Ontario Limited

FILE CURRENCY: November 7, 2019

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 4 ENQUIRY PAGE : 2 OF 16

SEARCH : BD : 2145744 ONTARIO LIMITED

FILE NUMBER 697391307

PAGE TOT REGISTRATION NUM REG TYPE  
 01 CAUTION : 001 OF 2 MV SCHED: 20180329 1158 1590 6423

21 REFERENCE FILE NUMBER : 697391307

22 AMEND PAGE: NO PAGE: CHANGE: J OTHER REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: 2145744 ONTARIO LIMITED

25 OTHER CHANGE: SUBORDINATION

26 REASON: SECURITY INTEREST REPRESENTED BY FILE NO. 697391307, REGISTRATION

27 /DESCR: NO. 20140624 1135 1862 4733 IN FAVOUR OF CANADIAN IMPERIAL BANK OF

28 : COMMERCE AS SECURED PARTY IS SUBORDINATED TO FILE NO. 737646039,

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY : PROV : POSTAL CODE :

CONS. MV DATE OF NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10

11

12

13

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15

16 NAME : BEBER PROFESSIONAL CORPORATION

17 ADDRESS : 2900-390 BAY ST.

CITY : TORONTO PROV : ON POSTAL CODE : M5H 2Y2

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145744 Ontario Limited

FILE CURRENCY: November 7, 2019

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 4 ENQUIRY PAGE : 3 OF 16

SEARCH : BD : 2145744 ONTARIO LIMITED

FILE NUMBER 697391307

PAGE TOT REGISTRATION NUM REG TYPE  
 01 CAUTION : 002 OF 2 MV SCHED: 20180329 1158 1590 6423

21 REFERENCE FILE NUMBER : 697391307

22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:

26 REASON: REGISTRATION NO. 20180327 1431 1530 4177 IN FAVOUR OF LAURENTIAN

27 /DESCR: BANK OF CANADA.

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY : PROV : POSTAL CODE :

CONS. MV DATE OF NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10

11

12

13

14

15

16 NAME :

17 ADDRESS :

CITY : PROV : POSTAL CODE :

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145744 Ontario Limited

FILE CURRENCY: November 7, 2019

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 4 ENQUIRY PAGE : 4 OF 16

SEARCH : BD : 2145744 ONTARIO LIMITED

FILE NUMBER 697391307

PAGE TOT REGISTRATION NUM REG TYPE  
 01 CAUTION : 01 OF 001 MV SCHED: 20190501 1443 1530 6294

21 REFERENCE FILE NUMBER : 697391307

22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 10 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: 2145744 ONTARIO LIMITED

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	DATE OF	NO FIXED
CONS.	MV		MATURITY OR	MAT DATE
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT		

10

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16 NAME : D+H LIMITED PARTNERSHIP

17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE

CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

END OF FAMILY

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145744 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 4 ENQUIRY PAGE : 5 OF 16

SEARCH : BD : 2145744 ONTARIO LIMITED

00 FILE NUMBER : 737646039 EXPIRY DATE : 27MAR 2028 STATUS :  
 01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
 REG NUM : 20180327 1431 1530 4177 REG TYP: P PPSA REG PERIOD: 10  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2145744 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 203 INDIAN ROAD SOUTH  
 CITY : SARNIA PROV: ON POSTAL CODE: N7T 3W3  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 LAURENTIAN BANK OF CANADA  
 09 ADDRESS : 130 ADELAIDE ST. W., SUITE 300  
 CITY : TORONTO PROV: ON POSTAL CODE: M5H 3P5  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X X X X  
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

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14

15

16 AGENT: D+H LIMITED PARTNERSHIP

17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE

CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

END OF FAMILY

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145744 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 4 ENQUIRY PAGE : 6 OF 16

SEARCH : BD : 2145744 ONTARIO LIMITED

00 FILE NUMBER : 756449973 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1153 1295 9827 REG TYP: P PPSA REG PERIOD: 03  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2145744 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 191 KEIL DRIVE SOUTH  
 CITY : CHATHAM PROV: ON POSTAL CODE: N7M 6J5  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 CANADIAN IMPERIAL BANK OF COMMERCE  
 09 ADDRESS : 595 BAY SREET, SUITE 500  
 CITY : TORONTO PROV: ON POSTAL CODE: M5G 2C2  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 NOTICE OF MAREVA ORDER COURT ORDER OF ONTARIO SUPERIOR COURT OF  
 14 JUSTICE, COURT FILE NO. CV-19-00628293-00CL, DATED SEPTEMBER 30,  
 15 2019, AS AMENDED BY COURT ORDER DATED OCTOBER 7, 2019, RESTRAINING  
 16 AGENT: SCARFONE HAWKINS LLP (19C0544)  
 17 ADDRESS : 1 JAMES ST. SOUTH, 14TH FL.  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8P 4R5

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145744 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 4 ENQUIRY PAGE : 7 OF 16

SEARCH : BD : 2145744 ONTARIO LIMITED

00 FILE NUMBER : 756449973 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1153 1295 9827 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME:  
 OCN :  
 04 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 THE NAMED DEBTORS FROM SELLING, REMOVING, DISSIPATING, ALIENATING,  
 14 TRANSFERRING, ASSIGNING, ENCUMBERING, OR SIMILARLY DEALING WITH ANY  
 15 ASSETS, WHEREVER SITUATE.

16 AGENT:

17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

END OF FAMILY

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145744 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 4 ENQUIRY PAGE : 8 OF 16

SEARCH : BD : 2145744 ONTARIO LIMITED

00 FILE NUMBER : 756457947 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 9 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1440 1295 9834 REG TYP: P PPSA REG PERIOD: 03  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2145744 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 191 KEIL DRIVE SOUTH  
 CITY : CHATHAM PROV: ON POSTAL CODE: N7M 6J5  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 2145754 ONTARIO LIMITED  
 OCN :  
 07 ADDRESS : 191 KEIL DRIVE SOUTH  
 CITY : CHATHAM PROV: ON POSTAL CODE: N7M 6J5

08 SECURED PARTY/LIEN CLAIMANT :  
 CANADIAN IMPERIAL BANK OF COMMERCE  
 09 ADDRESS : 595 BAY SREET, SUITE 500  
 CITY : TORONTO PROV: ON POSTAL CODE: M5G 2C2  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 NOTICE OF MAREVA ORDER COURT ORDER OF ONTARIO SUPERIOR COURT OF  
 14 JUSTICE, COURT FILE NO. CV-19-00628293-00CL, DATED SEPTEMBER 30,  
 15 2019, AS AMENDED BY COURT ORDER DATED OCTOBER 7, 2019, RESTRAINING  
 16 AGENT: SCARFONE HAWKINS LLP (19C0544)  
 17 ADDRESS : 1 JAMES ST. SOUTH, 14TH FL.  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8P 4R5

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145744 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 4 ENQUIRY PAGE : 9 OF 16

SEARCH : BD : 2145744 ONTARIO LIMITED

00 FILE NUMBER : 756457947 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 002 OF 9 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1440 1295 9834 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 1552838 ONTARIO INC.  
 OCN :  
 04 ADDRESS : 4059 SANDWICH STREET  
 CITY : WINDSOR PROV: ON POSTAL CODE: N9C 1C4  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 2189788 ONTARIO INC.  
 OCN :  
 07 ADDRESS : 1527 PROVINCIAL ROAD  
 CITY : TILSBURY PROV: ON POSTAL CODE: N8W 5V7

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 THE NAMED DEBTORS FROM SELLING, REMOVING, DISSIPATING, ALIENATING,  
 14 TRANSFERRING, ASSIGNING, ENCUMBERING, OR SIMILARLY DEALING WITH ANY  
 15 ASSETS, WHEREVER SITUATE.

16 AGENT:

17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*



MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145744 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 4 ENQUIRY PAGE : 10 OF 16

SEARCH : BD : 2145744 ONTARIO LIMITED

00 FILE NUMBER : 756457947 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 003 OF 9 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1440 1295 9834 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2123618 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 191 KEIL DRIVE SOUTH  
 CITY : CHATHAM PROV: ON POSTAL CODE: N7M 6J5  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 1849722 ONTARIO LTD.  
 OCN :  
 07 ADDRESS : 2097 LONDON LINE  
 CITY : SARNIA PROV: ON POSTAL CODE: N7T 7H2

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
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 GENERAL COLLATERAL DESCRIPTION  
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 15  
 16 AGENT:  
 17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145744 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 4 ENQUIRY PAGE : 11 OF 16

SEARCH : BD : 2145744 ONTARIO LIMITED

00 FILE NUMBER : 756457947 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 004 OF 9 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1440 1295 9834 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2469244 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 21 LAURENTIA DRIVE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 2364507 ONTARIO LIMITED  
 OCN :  
 07 ADDRESS : 39 ROSE AVE., P.O. BOX 1176  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12  
 GENERAL COLLATERAL DESCRIPTION  
 13  
 14  
 15  
 16 AGENT:  
 17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145744 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 4 ENQUIRY PAGE : 12 OF 16

SEARCH : BD : 2145744 ONTARIO LIMITED

00 FILE NUMBER : 756457947 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 005 OF 9 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1440 1295 9834 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 1254044 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 60 ROSE AVENUE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 2612550 ONTARIO LIMITED  
 OCN :  
 07 ADDRESS : 3613 QUEENS LINE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12  
 GENERAL COLLATERAL DESCRIPTION  
 13  
 14  
 15  
 16 AGENT:  
 17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145744 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 4 ENQUIRY PAGE : 13 OF 16

SEARCH : BD : 2145744 ONTARIO LIMITED

00 FILE NUMBER : 756457947 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 006 OF 9 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1440 1295 9834 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2541899 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 3613 QUEENS LINE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 2571279 ONTARIO INC.  
 OCN :  
 07 ADDRESS : 22216 BLOOMFIELD ROAD  
 CITY : CHATHAM PROV: ON POSTAL CODE: N7M 5J6

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
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 GENERAL COLLATERAL DESCRIPTION  
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 16 AGENT:  
 17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145744 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 4 ENQUIRY PAGE : 14 OF 16

SEARCH : BD : 2145744 ONTARIO LIMITED

00 FILE NUMBER : 756457947 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 007 OF 9 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1440 1295 9834 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2541900 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 3613 QUEENS LINE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 2587984 ONTARIO INC.  
 OCN :  
 07 ADDRESS : 22216 BLOOMFIELD ROAD  
 CITY : CHATHAM PROV: ON POSTAL CODE: N7M 5J6

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
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 GENERAL COLLATERAL DESCRIPTION  
 13  
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 16 AGENT:  
 17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145744 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 4 ENQUIRY PAGE : 15 OF 16

SEARCH : BD : 2145744 ONTARIO LIMITED

00 FILE NUMBER : 756457947 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 008 OF 9 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1440 1295 9834 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2561534 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 3613 QUEENS LINE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 2431264 ONTARIO INC.  
 OCN :  
 07 ADDRESS : 5906 OIL HERITAGE ROAD  
 CITY : WYOMING PROV: ON POSTAL CODE: N0N 1T0

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12  
 GENERAL COLLATERAL DESCRIPTION  
 13  
 14  
 15  
 16 AGENT:  
 17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145744 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 4 ENQUIRY PAGE : 16 OF 16

SEARCH : BD : 2145744 ONTARIO LIMITED

00 FILE NUMBER : 756457947 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 009 OF 9 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1440 1295 9834 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2542372 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 60 ROSE AVENUE, BOX 1618  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
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 12  
 GENERAL COLLATERAL DESCRIPTION  
 13  
 14  
 15  
 16 AGENT:  
 17 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 LAST SCREEN

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

**THIS IS EXHIBIT "I" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*







## GUARANTEE

TO: LAURENTIAN BANK OF CANADA

IN CONSIDERATION of LAURENTIAN BANK OF CANADA (the "Bank") dealing with 2145744 ONTARIO LIMITED, (the "Customer"), the undersigned and each of them, if more than one, hereby jointly and severally guarantee payment to the Bank of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Customer to the Bank or remaining unpaid by the Customer to the Bank, whether arising from dealings between the Customer and the Bank or from any other dealings by which the Customer may become in any manner whatever liable to the Bank either alone or jointly with any other corporation, person or persons or otherwise including all costs and disbursements incurred by the Bank with a view to recovering or attempting to recover said debts and liabilities (such debts and liabilities being herein called the "Guaranteed Liabilities")

AND THE UNDERSIGNED and each of them, if more than one, hereby, jointly and severally agrees with the Bank as follows:

1. In this guarantee the word "Guarantor" shall mean the undersigned and, if there is more than one guarantor, it shall mean each of them.
2. This guarantee shall be a continuing guarantee of all the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Bank and this guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank.
3. The Bank shall not be bound to exhaust its recourse against the Customer or others or any security or other guarantees before being entitled to payment from the Guarantor of the Guaranteed Liabilities and it shall not be obliged to deliver its security before its whole claim has been paid.
4. The Guarantor's liability to make payment under this guarantee shall arise forthwith after demand for payment has been made in writing on the undersigned or any one of them, if more than one, and such demand shall be deemed to have been duly made when delivered to or served at the address of the undersigned or such one of them last known to the Bank, on the third business day following posting if sent by regular mail, postage prepaid, to such address, or on the business day next following if sent by facsimile transmission.
5. In addition to the Bank's right to demand payment at any time, upon default in payment of any sum owing by the Customer to the Bank at any time, the Bank may treat all Guaranteed Liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Guaranteed Liabilities or may place it to the credit of a special account. A written statement of a Manager or Acting Manager of a branch of the Bank at which an account of the Customer is kept or of a General Manager of the Bank as to the amount remaining unpaid to the Bank at any time by the Customer shall, if agreed to by the Customer, be conclusive evidence and shall, in any event, be *prima facie* evidence against the Guarantor as to the amount remaining unpaid to the Bank at such time by the Customer.
6. This guarantee shall be in addition to and not in substitution for any other guarantees or other security which the Bank may now or hereafter hold in respect of the Guaranteed Liabilities and the Bank shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other security or any moneys or other assets which the Bank may be entitled to receive or may have a claim upon and no loss of or in respect of or unenforceability of any other guarantees or other security which the Bank may now or hereafter hold in respect of the Guaranteed Liabilities, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the Guarantor's liability.
7. Without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent of or giving notice to the Guarantor, the Bank may discontinue, reduce, increase or otherwise vary the credit of the Customer, may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with the Customer and others, including the Guarantor and any other guarantor as the Bank may see fit, and the Bank may apply all money received from the Customer or others or from security or guarantees upon such parts of the Guaranteed Liabilities as the Bank may see fit and change any such application in whole or in part from time to time.
8. Until repayment in full of all the Guaranteed Liabilities, all dividends, compositions, proceeds of security, security valued or payments received by the Bank from the Customer or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this guarantee, and the Guarantor shall not claim any set-off or counterclaim against the Customer in respect of any liability of the Customer to the Guarantor, claim or prove in the bankruptcy or insolvency of the Customer in competition with the Bank or have any right to be subrogated to the Bank.
9. This guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Customer, by any change in the name of the Customer, or in the membership of the Customer, if a partnership, or in the objects, capital structure or constitution of the Customer, if a corporation, or by the sale of the Customer's business or any part thereof or by the Customer amalgamating with a corporation, but shall, notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether theretofore or thereafter incurred and in the case of a

change in the membership of a Customer which is a partnership or in the case of liabilities of the resulting partnership or corporation, the term "Customer" shall include each such resulting partnership and corporation.

10. The Guarantor represents and warrants to the Bank that it is fully aware of the financial condition of the Customer and agrees to monitor changes in the financial condition of the Customer. The Guarantor acknowledges that the Bank has made no representations or warranties regarding the financial condition of the Customer, that the Bank expressly disclaims any obligation to advise the Guarantor of any changes in the financial condition of the Customer and hereby releases the Bank from any liability arising therefrom.

11. All advances, renewals and credits made or granted by the Bank to or for the Customer after the death, loss of capacity, bankruptcy or insolvency of the Customer, but before the Bank has received notice thereof shall be deemed to form part of the Guaranteed Liabilities and all advances, renewals and credits obtained from the Bank by or on behalf of the Customer shall be deemed to form part of the Guaranteed Liabilities notwithstanding any lack or limitation of power, incapacity or disability of the Customer or of the directors, partners or agents thereof, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the obtaining of such advances, renewals or credits, whether or not the Bank had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the undersigned as guarantor(s) shall be recoverable from the undersigned and each of them, if more than one, jointly and severally as principal debtor(s) in respect thereof and shall be paid to the Bank on demand.

12. All debts and liabilities, present and future, of the Customer to the Guarantor are hereby assigned to the Bank and postponed to the Guaranteed Liabilities and all money received by the Guarantor in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way lessening or limiting the liability of the Guarantor under this guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Bank of all the Guaranteed Liabilities, notwithstanding that the liability of the undersigned or any of them under this guarantee may have been discharged or terminated.

13. The undersigned or any of them, if more than one, or his, its or their executors or administrators, by giving thirty days' notice in writing to the branch of the Bank at which the main account of the Customer is kept, may terminate his, its or their liability under this guarantee in respect of liabilities of the Customer incurred or arising after the expiration of such thirty days even though not then matured; provided that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the expiration of such thirty days and any resulting liabilities shall be deemed to form part of the Guaranteed Liabilities and shall be covered by this guarantee; and provided further that in the event of the termination of this guarantee as to one or more of the undersigned, if more than one, it shall remain a continuing guarantee as to the other or others of the undersigned.

14. This guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein and it is specifically agreed that the Bank shall not be bound by any representations or promises made by the Customer to the Guarantor. Possession of this instrument by the Bank shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been fulfilled.

15. This guarantee shall be binding upon every signatory hereof notwithstanding the non-execution hereof or of a similar guarantee by any other proposed signatory or signatories.

16. This guarantee shall not be discharged or affected by the death of the undersigned or any of them, if more than one, and shall enure to the benefit of and be binding upon the Bank, its successors and assigns, and the Guarantor, its heirs, executors, administrators, successors and assigns.

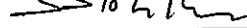
17. This guarantee shall be governed in all respects by the laws of the Province of Ontario, and the laws of Canada applicable therein.


18. The undersigned is domiciled at 203 Indian Road South, Sarnia, Ontario, N7T 3W3, and will not change such domicile without providing the Bank with prior written notice setting forth its new domicile and the effective date of the change.

19. The Guarantor acknowledges having read this guarantee before signing it and declares that he/she/it understands the terms, conditions and undertakings contained herein. The Guarantor acknowledges receipt of a fully executed copy of this guarantee hereby waives any right to receive a copy of any financing statement, financing change statement or verification statement filed at anytime in connection with this guarantee.

SIGNED by the Guarantor at Brampton, this 20 day of March, 2018.

2145754 ONTARIO LIMITED

per:   
Name: Sarbjit Singh Dhillon  
Title: President

per:   
Name: Mandhir Singh Dhillon  
Title: Secretary

We have authority to bind the Corporation.

**THIS IS EXHIBIT "J" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019**



*A Commissioner etc.*





## GENERAL SECURITY AGREEMENT

THIS AGREEMENT made the 28 day of March, 2018

BETWEEN: 2145754 ONTARIO LIMITED, having a place of business at 203 Indian Road South, Sarnia, Ontario, N7T 3W3, Fax No. 519 384 8139

(hereinafter called the "Debtor")

AND: LAURENTIAN BANK OF CANADA, having an office at 300-130 Adelaide Street West, Toronto, Ontario, M5H 3P5, Fax No. 416-865-5904

(hereinafter called the "Bank")

In consideration of the sum of One Dollar (\$1.00) now paid to it by the Bank (receipt of which is hereby acknowledged), and to secure the due payment and performance of all Obligations (hereinafter defined), the Debtor hereby agrees with the Bank and provides as follows:

#### ARTICLE 1 INTERPRETATION

##### 1.1 Definitions

As used herein the following expressions shall have the following meanings:

"Affiliate" has the meaning ascribed to such term in the *Business Corporations Act* (Ontario), including the corporations (if any) referred to as Affiliates in Schedule "D" hereto;

"Borrower" means 2145744 Ontario Limited;

"Business Day" means any day except Saturday, Sunday or a statutory holiday;

"Collateral" means all present and future property and assets of the Debtor whether now or hereafter specifically charged or subjected to the floating charge under Section 2.1 (except as excluded pursuant to Section 2.2);

"Encumbrance" means any mortgage, lien, pledge, assignment, charge, security interest, title retention agreement, hypothec, levy, execution, seizure, attachment, garnishment, right of distress or other claim in respect of property of any nature or kind whatsoever howsoever arising (whether consensual, statutory or arising by operation of law or otherwise) and includes arrangements known as sale and lease-back, sale and buy-back and sale with option to buy-back;

"Environmental Assessment" means any inquiry, investigation or report of the environmental condition of the Premises;

"Environmental Laws" means all applicable federal, provincial, regional, state, municipal or local laws, common law, statutes, regulations, ordinances, codes, rules, guidelines, requirements, certificates of approval, licences or permits relating to Hazardous Substances or the use, consumption, handling, transportation, storage or Release thereof including without limitation (and in addition to any such laws relating to the environment generally) any such laws relating to public health, occupational health and safety, product liability or transportation;

"Environmental Order" means any prosecution, order, decision, notice, direction, report, recommendation or request issued, rendered or made by any Governmental Authority in connection with Environmental Laws or Environmental Orders;

"Event of Default" means any one or more of the events set out or referred to in Section 5.1;

"Financial Indebtedness" of the Debtor means the aggregate (without duplication) of the following amounts:

- (a) money borrowed, indebtedness represented by notes payable, and drafts accepted representing extensions of credit (including, as regards any note or draft issued at a discount, any amount that could reasonably be regarded as being the amortized portion of such discount as at the date of determination);
- (b) all obligations (whether or not with respect to the borrowing of money) which are evidenced by bonds, debentures, notes or other similar instruments or not so evidenced but which would be considered to be indebtedness for borrowed money;
- (c) all indebtedness upon which interest charges are customarily paid;
- (d) net amounts payable pursuant to interest swap arrangements;
- (e) capital lease obligations and all other indebtedness issued or assumed as full or partial payment for property or services or by way of capital contribution;
- (f) all letters of credit and letters of guarantee issued by a financial institution at the request of or for the benefit of the Debtor;
- (g) any guarantee (other than by endorsement of negotiable instruments for collection or deposit in the ordinary course of business) in any manner, directly or indirectly, of any part or all of any obligation of a type referred to in any of paragraphs (a) to (e) above; and

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- (h) any of the foregoing amounts in respect of any Subsidiary of the Debtor whose accounts are not required to be prepared in accordance with generally accepted accounting principles to be consolidated with the accounts of the Debtor; including (without limitation) all Obligations but excluding:
  - (i) trade payables, expenses accrued in the ordinary course of business, customer advance payments and deposits received in the ordinary course of business unless the time for due payment of which extends, or is intended to extend, more than twelve months from the date as of which the determination of Financial Indebtedness is being made; and
  - (j) indebtedness of the Debtor which is effectively postponed in favour of the Bank;

"Governmental Authority" means any nation, government, province, state, region, municipality or other political subdivision or any governmental department, ministry, commission, board, agency or instrumentality or other public authority or person, domestic or foreign, exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government, and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing and includes any court of competent jurisdiction;

"Guarantor" means any person who has guaranteed the indebtedness of the Debtor in favour of the Bank;

"Hazardous Substance" means any substance, combination of substances or by-product of any substance which is or may become hazardous, toxic, injurious or dangerous to any person, property, air, land, water, flora, fauna or wildlife; and includes but is not limited to contaminants, pollutants, wastes and dangerous, toxic, deleterious or designated substances as defined in or pursuant to any Environmental Laws or Environmental Orders;

"Lease" means any lease (whether now existing, presently arising or created in future) whereby the Premises or any part thereof are demised and leased to the Debtor;

"Loan Document" means this Agreement, any of the Security Documents or any other agreement or instrument (whether now existing, presently arising or created in future) delivered by the Debtor or by any Guarantor to the Bank;

"Normal Business" has the meaning ascribed thereto in Schedule "D" hereof;

"Obligations" means all monies now or at any time and from time to time hereafter owing or payable by the Debtor or the Borrower to the Bank and all other obligations (whether now existing, presently arising or created in the future) of the Debtor or the Borrower in favour of the Bank, and whether direct or indirect, absolute or contingent, matured or not, whether arising from agreement or dealings between the Bank and the Debtor or the Borrower or from any agreement or dealings with any third person by which the Bank may be or become in any manner whatsoever a creditor or other obligee of the Debtor or the Borrower or however otherwise arising and whether the Debtor or the Borrower be bound alone or with another or others and whether as principal or surety, including monies payable or obligations arising in connection with the Offer of Finance; for certainty, the Obligations include all Obligations recorded at any branch or other office of the Bank, wherever located, and are not restricted to those Obligations recorded at the office of the Bank set out herein;

"Occupants" means the Debtor, its tenants and other occupants of any Premises;

"Offer of Finance" has the meaning ascribed thereto in Schedule "D" hereto;

"Permitted Encumbrances" means the following:

- (a) liens for taxes, assessments, governmental charges or levies not for the time being due and delinquent;
- (b) easements, rights of way or other similar rights in land existing at the date of this Agreement which individually or in the aggregate do not in the Bank's opinion materially detract from the value of the property concerned or materially impair its use in the operation of the business of the Debtor;
- (c) rights reserved to or vested in any Governmental Authority by the terms of any lease, licence, franchise, grant or permit, or by any statutory provision, to terminate the same or to require annual or other periodic payments as a condition of the continuance thereof;
- (d) any Encumbrance the validity of which is being contested by the Debtor in good faith by appropriate legal proceedings and in respect of which either
  - (i) security adequate in the opinion of the Bank has been provided to it to ensure payment of such liens
  - or
  - (ii) the Bank is of the opinion that such liens are not materially prejudicial to the security hereof;
- (e) any reservations, limitations, provisos and conditions expressed in any original grant from the Crown which do not in the Bank's opinion materially detract from the value of the property concerned or materially impair its use in the operation of the business of the Debtor;
- (f) title defects or irregularities which, in the opinion of counsel to the Bank, are of a minor nature and in the aggregate will not in the Bank's opinion materially detract from the value of the property concerned or materially impair its use in the operation of the business of the Debtor;
- (g) Purchase Money Securities; and
- (h) the Encumbrances set out in Schedule "C" hereto;

"PPSA" means the *Personal Property Security Act* (Ontario);

"Premises" means all lands and premises owned or occupied by the Debtor from time to time (including the lands and premises referred to in Schedule "A" hereto);

"Purchase Money Security" means any Encumbrance given, reserved, created, assumed or arising by operation of law, whether or not in favour of the transferor, after the date hereof to provide or secure, or to provide the Debtor with funds to pay the whole or any part of, the consideration for the acquisition of tangible personal property other than Inventory where:

- (a) the principal amount of such Encumbrance is originally at least 75% but not greater than 100% of the cost to the Debtor of all of the property encumbered thereby, and
- (b) the Encumbrance only covers the property being acquired by the Debtor

and includes the renewal, extension or refunding of any such Encumbrance and of the indebtedness represented thereby upon the same property provided that the indebtedness secured thereby and the security therefor are not increased thereby;

"Receiver" shall include one or more of a receiver, receiver-manager or receiver and manager of all or a portion of the undertaking, property and assets of the Debtor appointed by the Bank pursuant to this Agreement or by or under any judgment or order of a court;

"Release" includes abandon, add, deposit, discharge, disperse, dispose, dump, emit, empty, escape, leach, leak, migrate, pour, pump, release or spill;

"Security Documents" means, collectively, this Agreement and all other agreements and other instruments delivered to the Bank by the Debtor (whether now existing or presently arising) for the purpose of establishing, perfecting, preserving or protecting any security held by the Bank in respect of any Obligations;

"Share Ownership" has the meaning ascribed to such term in Schedule "D" hereto; and

"Subsidiary" means a corporation in which the Debtor owns, directly and/or indirectly through one or more Subsidiaries, a majority of shares carrying the right to elect at least a majority of the members of the board of directors.

## 1.2 Interpretation

1.2.1 "This Agreement", "hereto", "hereby", "hereunder", "herein", and similar expressions refer to the whole of this Agreement and not to any particular Article, Section, subsection, paragraph, clause, subdivision or other portion hereof.

1.2.2 The words "including", "includes", "any" and "or" shall not be limiting or exclusive unless expressly indicated to the contrary.

1.2.3 The term, "Debtor" includes each party hereto executing this Agreement in that capacity, both collectively and individually. Their liability hereunder shall be both joint and several. Any provision of this Agreement which mentions the Debtor shall be applied separately to each named Debtor and to all of them collectively. In the case of a Debtor which is a partnership, any provision of this Agreement which mentions the Debtor shall be applied separately to the partnership, to each of the partners (whether or not signatory hereto but excluding the limited partners, if any) and to all of them (including the partnership) collectively.

1.2.4 Except as expressly provided herein, terms which are defined in the PPSA shall have the same meaning where used herein.

1.2.5 Words importing the singular number only include the plural and vice versa and words importing gender shall include all genders and words importing persons include individuals, partnerships, corporations, trusts, unincorporated associations, joint ventures, Governmental Authorities and other entities.

1.2.6 The headings of the Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.2.7 Unless otherwise expressly provided in this Agreement, any reference in this Agreement to any law shall include any by-law, regulation, order, act or statute of any Governmental Body and shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

## 1.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

## ARTICLE 2 SECURITY

### 2.1 Charge

For the purpose set out in Section 2.5 but subject to the exceptions set forth in Section 2.2, the Debtor hereby:

2.1.1 grants, sells, assigns, conveys, transfers, mortgages, pledges and charges, as and by way of fixed and specific mortgage, pledge and charge to and in favour of the Bank, and grants to the Bank a security interest in, all personal property of every nature and kind whatsoever and wheresoever situate now or at any time and from time to time owned by the Debtor or in which or in respect of which the Debtor has any interest or rights of any kind together with all Proceeds thereof and therefrom, renewals thereof, Accessions thereto and substitutions therefor, including the following described property:

- (a) all inventory of whatsoever kind (including vehicles) and wheresoever situate now owned or hereafter acquired by the Debtor including goods for sale or lease or that have been leased; goods furnished or to be furnished under a contract of service; goods which are raw materials, work in process or materials used or consumed in a business or profession of the Debtor; goods used or procured for packing; finished goods; industrial growing crops, oil, gas and other minerals to be extracted; timber to be cut; and the young of animals after conception ("Inventory");

- (b) all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit, and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due or owned by the Debtor including but not limited to claims against the Crown and claims under insurance policies ("Accounts");
  - (c) all machinery, equipment, tools, apparatus, plants, fixtures, furniture, vehicles, goods and other tangible personal property of whatsoever nature and kind, now owned or hereafter acquired by the Debtor other than Inventory ("Equipment");
  - (d) all chattel paper now owned or hereafter acquired by the Debtor ("Chattel Paper");
  - (e) all warehouse receipts, bills of lading and other documents of title, whether negotiable or otherwise, now owned or hereafter acquired by the Debtor ("Documents of Title");
  - (f) all instruments now owned or hereafter acquired by the Debtor ("Instruments");
  - (g) all deeds, documents, writings, papers, books of accounts and other books and records, whether or not in computerized form, evidencing or relating to Accounts, Chattel Paper, Instruments or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable; and all contracts, securities, instruments and other rights and benefits in respect thereof;
  - (h) all shares, Securities, stocks, warrants, bonds, debentures, debenture stock or the like now owned or hereafter acquired by the Debtor;
  - (i) all intangible property and intangibles now owned or hereafter acquired by the Debtor including, but not limited to, choses in action, goodwill, patents, trademarks, copyrights and other industrial property ("Intangibles");
  - (j) all monies other than trust monies lawfully belonging to others;
  - (k) any property in any form (including fixtures) derived directly or indirectly from any dealings with any property herein described (including all products and cash and non-cash proceeds thereof); indemnification or compensation for any such property lost, destroyed, damaged or lawfully or unlawfully taken or injuriously affected; all increases, additions and Accessions thereto and substitutions and replacements thereof;
  - (l) all personal property, if any, described in Schedule "B" hereto; and
- 2.1.2 charges with payment and performance of the Obligations to and in favour of the Bank as and by way of a floating charge the whole of the undertaking of the Debtor and all of its property and assets, real and personal, movable and immovable, tangible and intangible, of every nature and kind whatsoever and wheresoever situate, both present and future (other than property and assets from time to time effectively subjected to the fixed and specific mortgages, charges and security interests created hereby or by any instrument supplemental hereto).

## 2.2 Exceptions

### 2.2.1 Exception as to Leases

The last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor is excepted out of the Collateral, but the Debtor shall stand possessed of any such reversion upon trust to assign and dispose thereof as the Bank may direct. Where the giving of a fixed and specific mortgage and charge on any real or personal property held by the Debtor under lease requires the consent of any person, the giving of the fixed and specific mortgage and charge hereunder on such property shall not take effect until such consent is obtained or legally dispensed with, but the Debtor shall hold its rights in such property in trust for the Bank if so doing does not require the consent of another person. The suspension of the effect of the fixed and specific mortgage and charge on such property shall not affect the fixed and specific mortgage and charge on any other property of the Debtor.

### 2.2.2 Exception as to Consumer Goods

Consumer Goods now held or hereafter acquired by the Debtor are excepted out of the Collateral.

## 2.3 Charge Valid Irrespective of Advance of Money

The mortgages, pledges and charges hereby created shall have effect and be deemed to be effective whether or not the monies or obligations hereby secured or any part thereof shall be advanced or owing or in existence before or after or upon the date of this Agreement and neither the giving of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds. The Debtor acknowledges that the parties have not agreed to postpone the time for attachment of any of the charges created hereby, including the floating charge created hereby, all of which shall attach upon the execution hereof or, in the case of after-acquired Collateral, as soon as the Debtor acquires rights therein. The Debtor acknowledges that value has been given.

## 2.4 Supplemental Indentures

The Debtor shall from time to time on demand by the Bank execute and deliver such further deeds or indentures supplemental hereto, which shall thereafter form part hereof, for the purpose of mortgaging to the Bank any property now owned or hereafter acquired by the Debtor and falling within the description of the Collateral, for correcting or amplifying the description of any property hereby mortgaged or intended so to be, or for any other purpose not inconsistent with the terms of this Agreement.

## 2.5 Continuing Security

The Collateral and any other security given with the Bank's consent in replacement thereof, substitution therefor or in addition thereto shall be held by the Bank as general and continuing security for due payment and performance of all Obligations, including all costs and amounts payable pursuant hereto and interest on the Obligations at the rate or rates applicable thereto in accordance with the Offer of Finance.

Any and all payments made at any time in respect of the Obligations and the proceeds realized from any securities held therefor (including moneys realized from the enforcement of this Agreement and any increase in or profits from the Collateral) may be applied (and reapplied from time to time notwithstanding any previous application) to such part or parts of the Obligations as the Bank sees fit, or held by the Bank unappropriated as additional security hereunder for such period of time as the Bank sees fit to be applied against the Obligations when and how the Bank sees fit. The Debtor shall be accountable for any deficiency and the Bank shall be accountable for any surplus.

### ARTICLE 3 REPRESENTATIONS AND WARRANTIES

#### 3.1 General Representations and Warranties

The Debtor represents, warrants and covenants to and with the Bank as follows:

##### 3.1.1 Status

The Debtor is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation (or, if a partnership, is a validly subsisting partnership) and has the power and capacity to own its properties and assets and to carry on its business as presently carried on by it; and holds all material licences, permits and assets as are required to own its properties and assets and to carry on business in each jurisdiction in which it does so.

##### 3.1.2 Power and Capacity

The Debtor has the power and capacity to enter into each of the Security Documents to which it is a party and to do all acts and things as are required or contemplated hereunder or thereunder to be done, observed and performed by it.

##### 3.1.3 Due Authorization and Enforceability

The Debtor has taken all necessary action to authorize the execution, delivery and performance of each of the Security Documents to which it is a party and each such document constitutes, or upon execution and delivery will constitute, a valid and binding obligation of the Debtor enforceable against it in accordance with its terms, subject only to the following qualifications:

- (a) an order of specific performance and an injunction are discretionary remedies, and in particular, may not be available where damages are considered an adequate remedy; and
- (b) enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting enforceability of creditors' rights.

##### 3.1.4 No Contravention

The execution and delivery of this Agreement and the other Security Documents and the performance by the Debtor of its obligations thereunder (i) does not and will not violate any law or any provision of the articles, by-laws, constating documents or other organizational documents of the Debtor (or, if a partnership, the partnership agreement respecting the Debtor) or constitute a breach of any existing contractual or other obligation of the Debtor or contravene any licence or permit to which the Debtor is subject, (ii) will not result in the creation of, or require the Debtor to create, any Encumbrance in favour any person other than the Bank, and (iii) will not result in or permit the acceleration of the maturity of any indebtedness or other obligation of the Debtor.

##### 3.1.5 No Consents Required

No authorization, consent or approval of, or filing with or notice to, any person is required in connection with the execution, delivery or performance of this Agreement or any of the other Security Documents by the Debtor.

##### 3.1.6 Locations

The chief executive office of the Debtor is at the location specified in Schedule "D" hereto and all of the tangible Collateral which is personal property (except for Inventory in transit) is located at the Premises referred to in Schedule "A" hereto.

##### 3.1.7 Leases

With respect to each Lease now existing:

- (a) the copy of the Lease provided to the Bank contains the entire agreement between the Debtor, the lessee and any guarantor, surety or indemnitor respecting the subject matter and there have been no modifications, amendments or extensions thereto or thereof; and
- (b) the Lease is in full force and effect and in good standing.

##### 3.1.8 Financial Statements

The financial statements of the Debtor in the form delivered by the Debtor to the Bank have been prepared in accordance with generally accepted accounting principles consistently applied and fairly, completely and accurately present the financial condition of the Debtor and the financial information presented therein for the period and as at the date thereof. Since the date of the last financial statements delivered to the Bank there has been no development which has had or will have a material adverse effect upon the business, property, financial condition or prospects of the Debtor or upon the ability of the Debtor to perform its obligations under any of the Security Documents.

##### 3.1.9 Solvency

The Debtor is not an insolvent person within the meaning of the *Bankruptcy and Insolvency Act (Canada)*. No act or proceedings have been taken by or, to the Debtor's knowledge, against or, to the Debtor's knowledge, are pending in connection with, and the Debtor is not in the course of and has not received any notice with respect to, amalgamation, winding-up, surrender of charter, cancellation of charter, dissolution, liquidation, insolvency, bankruptcy, reorganization or a



sale of assets out of the ordinary course of business. The Debtor is not in default in complying with the provisions of the *Employer Health Tax Act* (Ontario), the *Retail Sales Tax Act* (Ontario), the *Fuel Tax Act* (Ontario), the *Gasoline Tax Act* (Ontario), the *Tobacco Tax Act* (Ontario) or, if a corporation, the *Corporations Information Act* (Ontario) or the *Corporations Tax Act* (Ontario).

3.1.10 No Litigation

There are no actions, suits, judgments, awards or proceedings pending or, to the knowledge of the Debtor, threatened against the Debtor before any court or government department, commission, board, agency or instrumentality, domestic or foreign, or before any other authority, or before any arbitrator of any kind, which would, if determined adversely to the Debtor, materially adversely affect its business, property, financial condition or prospects or its ability to perform any of the provisions of any Security Document to which it is a party or which purports to affect the legality, validity or enforceability of any Security Document, and the Debtor is not in default with respect to any judgment, order, writ, injunction, award, rule or regulation of any Governmental Authority or any arbitrator, which individually or in the aggregate results in any such material adverse effect.

3.1.11 No Default

The Debtor is not in default or breach under any material commitment or obligation (including obligations in relation to Financial Indebtedness) or under any order, writ, decree or demand of any Governmental Authority or with respect to any leases, licences or permits to own and/or operate material properties and assets or to carry on business and there exists no state of facts which, after notice or the passage of time or both, would constitute such a default or breach; and there are not any proceedings in progress, pending or threatened, which may result in the revocation, cancellation, suspension or any adverse modification of any such leases, licences or permits.

3.1.12 All Material Information Supplied

The Debtor has provided to the Bank all material information relating to the financial condition, business and prospects of the Debtor and the Guarantors (if any) and all such information is true, accurate and complete in all material respects.

3.1.13 Serial Numbered Goods and Fixtures

Full particulars (including serial number, year, make and model) of each motor vehicle, trailer, mobile home, boat, outboard motor and aircraft in which the Debtor has rights and which is not Inventory are set out in Schedule "B" hereto. None of the goods comprised in the Collateral are fixtures except any fixtures that are described so that they may be readily identified in Schedule "B" hereto and that are affixed or attached to the Premises described in Schedule "A" hereto.

3.1.14 Consumer Goods

None of the Collateral now owned or hereafter acquired is now or shall at any time be Consumer Goods of the Debtor.

3.2 Environmental Representations and Warranties

The Debtor represents, warrants and covenants to and with the Bank as follows:

- 3.2.1 The Collateral and the operations of the Occupants now and will at all times in future comply in all material respects with all Environmental Laws and Environmental Orders.
- 3.2.2 After due and diligent inquiry, it has been found that, except for substances necessary to the carrying on of the Normal Business of the Debtor, there is no Hazardous Substance on or in any of the Premises, no Hazardous Substance has ever been used, stored, located or Released on or in any of the Premises, no part of the Premises is or has ever been contaminated by any Hazardous Substance.
- 3.2.3 After due and diligent inquiry and except as approved by the Bank in writing, it has been found that there are no:
  - (a) underground or above-ground storage tanks;
  - (b) asbestos or material containing asbestos;
  - (c) urea formaldehyde or material containing urea formaldehyde;

at, on or under the Premises and none of the foregoing will at any time in future be placed, installed or Released at, on or under the Premises without the prior written consent of the Bank.

- 3.2.4 Any underground or above-ground storage tanks located at, on or under the Premises which have been approved by the Bank have been identified, registered, constructed, operated and maintained as required by Environmental Laws and Environmental Orders and they are presently in a state of good condition and repair, have not leaked and are not presently leaking any of their contents.
- 3.2.5 There is no judicial or administrative proceeding or investigation pending and no Environmental Order has been issued or, to the best of the Debtor's knowledge, threatened concerning the possible violation of any Environmental Laws or Environmental Orders by any of the Occupants, by any of the operations of the Occupants or otherwise in relation to the Collateral.
- 3.2.6 To the best of the Debtor's knowledge (after due and diligent inquiry), no condition exists as to any parcel of real property contiguous to or in close proximity with the Premises which would require a qualification to any of the representations or warranties in this Section 3.2 if such condition applied to the Premises.
- 3.2.7 Except for substances necessary to the carrying on of the Normal Business of the Debtor, no Hazardous Substance shall be brought onto or used on or in any part of the Premises without the prior written consent of the Bank and any Hazardous Substance brought onto or into any part of the Premises or used by any person on or in any part of the Premises shall be transported, used and stored only in accordance with all Environmental Laws, other lawful requirements, prudent industrial standards (including any published

environmental standards of any applicable industry association) and any requirements of applicable insurance policies.

- 3.2.8 The Debtor has created, properly organized and maintained all documentation and records concerning environmental matters as required by any Environmental Laws or Environmental Orders and will maintain such documentation and records at all times in future as aforesaid.
- 3.2.9 The Debtor has provided to the Bank any Environmental Assessment and related documentation concerning any of the Premises in its possession or control and shall promptly provide to the Bank any such material as the Debtor may obtain in future.
- 3.2.10 The Debtor shall promptly notify the Bank if it:
  - (a) receives notice from any Governmental Authority of any violation or potential violation of any Environmental Laws or Environmental Orders, including the Release of a Hazardous Substance, which may have occurred or been committed or is about to occur or be committed;
  - (b) receives notice that any administrative or judicial complaint or Environmental Order has been issued or filed or is about to be issued or filed against any of the Occupants or their representatives alleging violations of any Environmental Laws or Environmental Orders or requiring the taking of any action in connection with any Hazardous Substance;
  - (c) learns of the enactment of any Environmental Laws or the issuance of any Environmental Orders which may have a material adverse effect on the Premises or the operations or the condition, financial or otherwise, of any of the Occupants; or
  - (d) knows of or suspects that any Hazardous Substance (other than a substance necessary to the carrying on of the Normal Business of the Debtor) has been brought onto any part of the Premises or that there is any actual, threatened or potential Release of any Hazardous Substance (whether or not a substance necessary to the carrying on of the Normal Business of the Debtor) on, from, in or under any part of the Premises.
- 3.2.11 The Debtor hereby grants to the Bank and its employees and agents an irrevocable and non-exclusive licence, subject to the rights of tenants, to enter any of the Premises to conduct testing and monitoring with respect to Hazardous Substances and to remove and analyze any Hazardous Substance at the cost and expense of the Debtor (which cost and expense shall be secured hereby).
- 3.2.12 The Debtor shall indemnify the Bank and hold the Bank harmless against and from all loss, costs, damages and expenses which the Bank may sustain, incur or be or become liable for by reason of or arising from the presence, clean-up, removal or disposal of any Hazardous Substance referred to in this Section 3.2.12 or compliance with Environmental Laws or Environmental Orders relating thereto, including any clean-up, decommissioning, restoration or remediation of the Premises and other affected lands or property (and this indemnification shall survive the satisfaction, release or extinguishment of the indebtedness secured hereby).

**3.3 Title**

The Debtor covenants with the Bank that, subject only to Permitted Encumbrances, it lawfully owns, as legal and beneficial owner, and is lawfully possessed of the Collateral and all property and assets indicated by the financial statements which it has delivered to the Bank to be owned by it and has good right and authority to mortgage and charge the same as provided for herein, free and clear of all Encumbrances (other than Permitted Encumbrances), and it will warrant and defend the title thereto as well as to any other property, rights and interests hereafter acquired by the Debtor. No person has any agreement or right or option to acquire any of such property (except under unfilled purchase orders accepted in the ordinary course of business for the sale of Inventory).

**ARTICLE 4  
COVENANTS OF THE DEBTOR**

**4.1 General Covenants**

So long as this Agreement remains outstanding, the Debtor covenants and agrees as follows:

**4.1.1 To Pay Costs**

The Debtor shall pay all costs, charges and expenses of or incurred by the Bank (a) incidental to the preparation, execution and filing of this Agreement and any other Security Documents and any instruments relating thereto or required by the Offer of Finance (including any supplemental security or any instrument amending any of the Security Documents), (b) in inspecting the Collateral or in or about taking, recovering or keeping possession of any of the Collateral or in any other proceedings taken in enforcing the remedies provided herein or otherwise in relation to this Agreement or the Collateral, or by reason of non-payment of the moneys hereby secured, (c) the costs of any sale proceedings hereunder, whether such sale proves abortive or not, and (d) the costs of any Receiver with respect to, and all expenditures made by the Bank or any Receiver in the course of, doing anything hereby permitted to be done by the Bank or such Receiver (including any costs and expenditures relating to compliance with the *Bankruptcy and Insolvency Act* (Canada)). All such costs and expenses and other monies payable hereunder, together with interest at the highest rate applicable to any Obligations, shall be payable on demand and shall constitute a charge on the Collateral. Without limiting the generality of the foregoing, such costs shall extend to and include any legal costs incurred by or on behalf of the Bank on a full indemnity basis.

**4.1.2 To Pay Certain Debts**

The Debtor shall punctually pay and discharge every obligation, failure to pay or discharge which might result in any lien or charge or right of distress, forfeiture, termination or sale or any other remedy being enforced against the Collateral and provide to the Bank when required satisfactory evidence of such payment and discharge, but the Debtor may on giving the Bank such security (if any) as the Bank may

require refrain from paying or discharging any obligation so long as it contests in good faith its liability therefor. 134

#### 4.1.3 To Maintain Existence and Security

The Debtor shall:

- (a) maintain its existence;
- (b) diligently preserve all its rights, licences, powers, privileges, franchises and goodwill;
- (c) observe and perform all of its obligations and comply with all conditions under leases, licences and other agreements to which it is a party or upon or under which any of the Collateral is held;
- (d) carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Collateral and income therefrom;
- (e) keep proper books of account with correct entries of all transactions in relation to its business;
- (f) observe and conform to all valid requirements of law and of any Governmental Authority relative to the Collateral or the carrying on by the Debtor of its business;
- (g) repair and keep in repair and good order and condition all property, including the Collateral, the use of which is necessary or advantageous in connection with its business;
- (h) immediately notify the Bank in writing of any proposed change of name of the Debtor or of the Debtor's chief place of business or chief executive office;
- (i) keep the Bank constantly informed in writing as to the location of the Collateral and the books of account and other records of the Debtor;
- (j) immediately deliver to the Bank any negotiable instrument forming part of the Collateral;
- (k) effect such registrations as may be required by the Bank from time to time to protect the security hereof; and
- (l) prevent the Collateral from being or becoming an Accession to property not charged hereby or becoming affixed to any real property other than real property in respect of which the Bank holds a registered mortgage.

#### 4.1.4 Leases

- (a) The Debtor shall at all times perform and discharge all of the lessee's covenants and obligations under any Lease.
- (b) The Debtor will not without the written consent of the Bank terminate, surrender, amend, alter or vary the terms and conditions of any Lease. Nor shall the Debtor, without the written consent of the Bank, waive performance by the landlord under any of the Leases or release any of the said landlords from any obligations under their respective Leases.

#### 4.1.5 To Insure

The Debtor shall keep the Collateral and the operations of the Debtor insured in such amounts as the Bank may reasonably require against loss or damage by fire and such other risks as the Bank may from time to time specify, with insurers approved by the Bank. The Debtor shall whenever from time to time requested by the Bank provide the Bank with satisfactory evidence of such insurance and any renewal thereof which shall at all times be subject to mortgage clauses in a form approved by the Bank, and shall at the request of the Bank forthwith name the Bank as first loss payee and assign, transfer and deliver unto the Bank the policy or policies of such insurance. Evidence satisfactory to the Bank of the renewal of every policy of insurance shall be provided to the Bank at least seven (7) days before the termination thereof.

#### 4.1.6 To Furnish Proofs

The Debtor shall forthwith on the happening of any loss or damage furnish at its own expense all necessary proofs and do all necessary acts to enable the Bank to obtain payment of the insurance monies, which, in the sole discretion of the Bank, may be applied in reinstating the insured property or be paid to the Debtor or be applied in payment of the monies owing hereunder, whether due or not then due, or paid partly in one way and partly in another.

#### 4.1.7 Inspection by the Bank

The Debtor shall allow any employees or authorized agents of the Bank at any reasonable time to enter the premises of the Debtor in order to inspect the Collateral and to inspect the books and records of the Debtor and make extracts therefrom, and shall permit the Bank prompt access to such other persons as the Bank may deem necessary or desirable for the purposes of inspecting or verifying any matters relating to any part of the Collateral or the books and records of the Debtor, provided that any information so obtained shall be kept confidential, save as required by the Bank in exercising its rights hereunder.

#### 4.1.8 Accounts

Subject to any Permitted Encumbrances thereon, Accounts shall be received by the Debtor in trust for the Bank; provided that as long as an Event of Default has not occurred the Debtor may collect and use the Accounts in the ordinary course of business.

#### 4.1.9 Deliver Information

The Debtor shall deliver such financial statements to the Bank together with such other statements and reports as may be required pursuant to the Offer of Finance, within the time periods stipulated therein. Such financial statements shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly, completely and accurately present the financial condition of the Debtor and the financial information presented therein for the period and as at the date thereof. The Debtor shall provide to the Bank any other information concerning its financial position and business operations which the Bank may from time to time request.

#### 4.1.10 Notice of Litigation and Damage

The Debtor will promptly give written notice to the Bank of (a) all claims or proceedings pending or threatened against the Debtor which may give rise to uninsured liability in excess of \$25,000 or which may have a material adverse affect on the business or operations of the Debtor, (b) all damage to or loss or destruction of any property comprising part of the Collateral which may give rise to an insurance claim in excess of \$25,000 and (c) all uninsured damage to or loss or destruction of property comprising part of the Collateral in excess of \$25,000; and will supply the Bank with all information reasonably requested in respect of any such matters.

#### 4.1.11 Notice of Default

The Debtor will promptly give written notice to the Bank of the occurrence of any Event of Default or of any event which after notice or lapse of time would constitute an Event of Default.

#### 4.1.12 Representations and Warranties

The representations and warranties made by the Debtor in Article 4 shall be true and correct on each day that this Agreement or any of the Security Documents remains in force, with the same effect as if such representations and warranties had been made and given on and as of such day (except to the extent any such representation and warranty is expressly limited to a particular date or particular period or time), notwithstanding any investigation made at any time by or on behalf of the Bank.

#### 4.1.13 Not to Create Certain Charges

The Debtor shall not, without the prior written consent of the Bank, create or permit to arise any Encumbrance on any of the Collateral (other than Permitted Encumbrances), and will not permit any Subsidiary to do the same (except in favour of the Debtor). Nothing herein contained shall be construed as subordinating the Bank's interest in the Collateral in favour of any third party who claims the Collateral by virtue of a Permitted Encumbrance.

#### 4.1.14 Not to Sell

The Debtor shall not, except as otherwise permitted hereunder, remove, destroy, lease, sell or otherwise dispose of any of the Collateral; provided that the Debtor may sell, lease or otherwise dispose of Equipment which has become worn out or damaged or otherwise unsuitable for their purposes on condition that it shall substitute therefor, subject to the lien hereof and free from prior liens or charges, property of at least equal value so that the security hereby constituted shall not thereby be in any way reduced or impaired; and provided further that the Debtor may sell Inventory in the ordinary course of business and for the purpose of carrying on the same.

#### 4.1.15 Not to Make Certain Changes

The Debtor shall not without the prior written consent of the Bank:

- (a) change its financial year end;
- (b) purchase, establish or acquire in any manner any new business undertaking;
- (c) materially change the nature of the Debtor's business as presently carried on;
- (d) enter into a partnership, joint venture or syndicate with any other person; acquire or establish any Subsidiary; or, if a corporation, amalgamate, consolidate or merge with any person;
- (e) enter into any transaction, or permit any Subsidiary to do so, outside the ordinary active business operations of the Debtor and its Subsidiaries;
- (f) acquire or invest in any Securities except instruments or Securities issued by a financial institution or liquid Securities traded on a recognized public securities exchange and acquired only for the Debtor's cash management purposes or permit any Subsidiary to do so;
- (g) remove any of the Collateral or any of the books of account or other records of the Debtor from the jurisdiction where presently located;
- (h) permit Share Ownership to change;
- (i) create, issue, incur or otherwise become liable upon, directly or indirectly, any Financial Indebtedness or permit any Subsidiary to do so;
- (j) reduce or make any distribution of its capital, or redeem, purchase or otherwise retire or pay for any shares in its present or future capital stock;
- (k) create, allot or issue any shares in its capital, change its capital structure, enter into any agreement, or make any offer, to do so or permit any Subsidiary to do any such thing with respect to the capital or capital structure of such Subsidiary; or

- (l) make or repay or guarantee any loan or advance to any person, or endorse or otherwise become surety or guarantor for or upon, or indemnify against loss arising from, the obligations of any person, except by endorsement of negotiable instruments for deposit or collection, and the Debtor shall not permit any Subsidiary to do any such thing.

4.1.16 Serial Numbered Goods and Fixtures

Upon the acquisition by the Debtor from time to time of rights in any motor vehicles, trailers, mobile homes, boats, outboard motors or aircraft which are not inventory and which are not fully described in Schedule "B" hereto, or upon repossession by or return to the Debtor of any such goods, the Debtor will forthwith give written notice to the Bank of full particulars (including the serial number) of the same. The Debtor will not permit goods now or hereafter comprised in the Collateral to become fixtures unless they are, or are to be, affixed or attached to the Premises described in Schedule "A" hereto and unless the goods are described in Schedule "B" hereto so that they may be readily identified.

**ARTICLE 5  
EVENTS OF DEFAULT AND REMEDIES**

**5.1 Events of Default**

The occurrence of any of the following events shall constitute an Event of Default under this Agreement:

- 5.1.1 if default occurs in payment or performance of any Obligation (whether arising herein or otherwise);
- 5.1.2 if any representation or warranty made by the Debtor herein or in any other Loan Document or in any certificate, statement or report furnished in connection with or pursuant to the Offer of Finance is found to be false or incorrect in any way so as to make it materially misleading when made or when deemed to have been made;
- 5.1.3 if default occurs in payment or performance of any obligation in favour of any person to whom the Debtor is indebted except obligations to trade creditors incurred in the ordinary course of business which do not materially and adversely affect the financial condition of the Debtor;
- 5.1.4 if default occurs in payment or performance of any obligation (whether now existing, presently arising or created in future) of any Affiliate of the Debtor in favour of the Bank;
- 5.1.5 if the Debtor commits an act of bankruptcy or becomes insolvent within the meaning of any bankruptcy or insolvency legislation applicable to it or a petition or other process for the bankruptcy of the Debtor is filed or instituted;
- 5.1.6 if any act, matter or thing is done toward, or any action or proceeding is launched, had or taken for, terminating the corporate existence of the Debtor, whether by winding-up, surrender of charter or otherwise;
- 5.1.7 if the Debtor ceases to carry on its business or makes or proposes to make any sale of its assets in bulk or any sale of its assets out of the usual course of its business;
- 5.1.8 if any proposal is made or any petition is filed by the Debtor under any law having for its purpose the extension of time for payment, composition or compromise of the liabilities of the Debtor or other reorganization or arrangement respecting its liabilities or if the Debtor gives notice of its intention to make or file any such proposal or petition including an application to any court for an order to stay or suspend any proceedings of creditors pending the making or filing of any such proposal or petition;
- 5.1.9 if any receiver, administrator or manager of the property, assets or undertaking of the Debtor or a substantial part thereof is appointed pursuant to the terms of any trust deed, trust indenture, debenture or similar instrument or by or under any judgment or order of any court;
- 5.1.10 if any balance sheet or other financial statement provided by the Debtor to the Bank pursuant to the provisions hereof is false or misleading in any material respect;
- 5.1.11 if the Debtor permits any sum which has been admitted as due by it or is not disputed to be due by it and which forms, or is capable of being made, an Encumbrance upon any of the Collateral in priority to, or pari passu with, the charge created by this Agreement to remain unpaid for thirty (30) days after proceedings have been taken to enforce the same as such charge;
- 5.1.12 if any proceedings are taken to enforce any Encumbrance affecting any of the Collateral;
- 5.1.13 if the validity of any Loan Document is brought into question or disputed in whole or in part where the effect of any such invalidity would materially adversely affect the interests of the Bank hereunder or in connection with the Offer of Finance;
- 5.1.14 if any action is taken or power or right be exercised by any Governmental Authority or if any claim or proceeding is pending or threatened by any person which may have a material adverse effect on the Debtor, its business or operations, its properties or its prospects;
- 5.1.15 if in the opinion of the Bank a material adverse change has occurred in the financial condition or business of the Debtor which may impair the ability or willingness of the Debtor to perform its obligations hereunder, under the Offer of Finance or under any other Loan Document or if the Bank considers that the Collateral is in jeopardy or that the Bank is insecure; and
- 5.1.16 if any event occurs with respect to any Guarantor which if a like event had occurred with respect to the Debtor would have constituted an Event of Default.

Upon the occurrence of an Event of Default, any obligation of the Bank to make further loans or advances or extend other credit to the Debtor shall immediately terminate and all Obligations and all monies secured hereby shall at the option of the Bank become forthwith due and payable whereupon the floating charge hereby created shall crystallize, all of the rights and remedies hereby conferred in respect of the Collateral shall become immediately enforceable and any and all additional and collateral securities for payment of this Agreement shall become immediately enforceable.

### 5.3 Enforcement

Upon the happening of any Event of Default the Bank shall have the following rights and powers:

- 5.3.1 to enter into possession of all or any part of the Collateral;
- 5.3.2 to preserve and maintain the Collateral and make such replacements thereof and additions thereto as it deems advisable;
- 5.3.3 to borrow money in the Debtor's name or in the Bank's name or on the security of the Collateral or to advance the Bank's own money to the Debtor, in any case upon such terms as the Bank may deem reasonable and upon the security hereof;
- 5.3.4 to pay or otherwise satisfy in whole or in part any Encumbrances which, in the Bank's opinion, rank in priority to the security hereof;
- 5.3.5 after entry by its officers or agents or without entry to sell, lease or otherwise dispose in any way whatsoever of all or any part of the Collateral either en bloc or separately at public auction or by tender or by private agreement and at such time or times and on such terms and conditions as the Bank in its absolute discretion may determine and without any notice to or concurrence of the Debtor except as may be required by applicable law;
- 5.3.6 by instrument in writing to appoint any person or persons (whether an officer or officers of the Bank or not) the Receiver of all or any part of the Collateral and to remove any Receiver so appointed and appoint another or others in his stead;
- 5.3.7 to exercise any of the rights of a secured party under the PPSA or any other rights available at law or equity;
- 5.3.8 to transfer or require the transfer of any Securities forming part of the Collateral to the Bank and to exercise all rights, including voting rights attached to such Securities; and
- 5.3.9 to bring proceedings in any court of competent jurisdiction for the appointment of a Receiver of all or any portion of the Collateral.

The security of this Agreement may be realized and the rights enforced by any remedy or in any manner authorized or permitted by this Agreement or by law or equity and no remedy for the realization of the security hereof shall be exclusive of or dependent upon any other remedy and all or any remedies may from time to time be exercised independently or in any combination.

### 5.4 Disposition

Without limiting the generality of the foregoing it shall be lawful for the Bank:

- 5.4.1 to make any sale, lease or other disposition of the Collateral either for cash or upon credit or partly for one and partly for the other upon such conditions as to terms of payment as it in its absolute discretion may deem proper;
- 5.4.2 to rescind or vary any contract for sale, lease or other disposition that the Bank may have entered into pursuant hereto and resell, release or redispense of the Collateral with or under any of the powers conferred herein; and
- 5.4.3 to stop, suspend or adjourn any sale, lease or other disposition from time to time and to hold the same as adjourned without further notice.

Upon any such sale, lease or other disposition the Bank shall be accountable only for money actually received by it. The Debtor shall be accountable for any deficiency and the Bank shall distribute any surplus as required by law. The Bank may deliver to the purchaser or purchasers of the Collateral or any part thereof good and sufficient conveyances or deeds for the same free and clear of any claim by the Debtor. The purchaser or lessee receiving any disposition of the Collateral or any part thereof need not inquire whether default under this Agreement has actually occurred but may as to this and all other matters rely upon a statutory declaration of an officer of the Bank, which declaration shall be conclusive evidence as between the Debtor and any such purchaser or lessee, and the purchaser or lessee need not look to the application of the purchase money, rent or other consideration given upon such sale, lease or other disposition, which shall not be affected by any irregularity of any nature or kind relating to the crystallizing or enforcing of the security hereof or the taking of possession of the Collateral or the sale, lease or other disposition thereof.

### 5.5 Powers of Receiver

Any Receiver appointed as aforesaid shall have the power without legal process:

- 5.5.1 to take possession of the Collateral or any part thereof wherever the same may be found;
- 5.5.2 to carry on the business of the Debtor or any part thereof in the name of the Debtor or of the Receiver; and
- 5.5.3 to exercise on behalf of the Bank all of the rights and remedies herein granted to the Bank,

and without in any way limiting the foregoing the Receiver shall have all the powers of a receiver appointed by a court of competent jurisdiction. Any Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor, and the Bank shall not be in any way responsible for any misconduct or negligence on the part of any Receiver or any loss resulting therefrom.

**5.6 Application of Moneys**

All moneys actually received by the Bank or by the Receiver in enforcing the security of this Agreement shall be applied, subject to the proper claims of any other person:

- 5.6.1 first, to pay or reimburse the Bank and any Receiver the costs, charges, expenses and advances payable by the Debtor in accordance herewith;
- 5.6.2 second, in or toward the payment to the Bank of all other moneys owing hereunder or secured hereby in such order as the Bank in its sole discretion may determine; and
- 5.6.3 third, any surplus shall be distributed as required by law.

**5.7 Powers of Directors and Officers**

Upon the Bank declaring as aforesaid that the security hereof has become enforceable and crystallized or the Debtor receiving notice from the Bank of the taking of possession of any of the Collateral or of the appointment of a Receiver, all the powers, functions, rights and privileges of the directors and officers of the Debtor with respect to the property, business and undertaking of the Debtor shall cease except to the extent specifically continued at any time by the Bank in writing, the whole to the extent permitted by law.

**5.8 Limitations on Liability**

Neither the provisions of this Agreement nor anything done under or pursuant to the rights, remedies and powers conferred upon the Bank and the Receiver, whether hereunder or otherwise, will render the Bank a mortgagee in possession. Neither the Bank nor any Receiver will be bound to collect, dispose of, realize, enforce or sell any Securities, Instruments, Chattel Paper or Intangibles (including any Accounts) comprised in the Collateral or to allow any such Collateral to be sold or disposed of, nor will it be responsible for any loss occasioned by any such sale or other dealing or for any failure to sell or so act, nor will it be responsible for any failure to take necessary steps to preserve rights against others in respect of such Collateral, nor will it be responsible for any loss occasioned by the failure to exercise any rights in respect of Collateral within the time limited for the exercise thereof. Neither the Bank nor the Receiver will be obligated to keep Collateral separate or identifiable.

**5.9 Urgency**

If an Event of Default occurs, the Debtor agrees that the exercise by the Bank of any of its rights and remedies constitutes an urgent insolvency matter which shall be heard by a judge at Toronto presiding over the Commercial List and, if necessary for such purpose, the Debtor consents to transfer all proceedings to such a judge.

**ARTICLE 6  
GENERAL**

**6.1 Waiver**

No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Debtor herefrom shall in any event be effective unless the same shall be in writing and signed by the Bank (and by the Debtor, if an amendment), and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

**6.2 Other Securities**

The rights of the Bank hereunder shall not be prejudiced nor shall the liabilities of the Debtor or of any other person be reduced in any way by the taking of any other security of any nature or kind whatsoever whether in addition to, or in substitution for, existing security either at the time of execution of this Agreement or at any time hereafter.

**6.3 No Merger or Novation**

Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish the liability of the Debtor to pay the moneys hereby secured nor shall the same operate as a merger of any covenant herein contained or of any other Obligation, nor shall the acceptance of any payment or other security constitute or create any novation.

**6.4 Amalgamation**

The Debtor, if a corporation, acknowledges that if it amalgamates with any other corporation or corporations (a) the Collateral and the lien created hereby shall extend to and include all the property and assets of each of the amalgamating corporations and the amalgamated corporation and to any property or assets of the amalgamated corporation thereafter owned or acquired, (b) the term, "Debtor", where used herein shall extend to and include each of the amalgamating corporations and the amalgamated corporation, and (c) the term, "Obligations", where used herein shall extend to and include the Obligations of each of the amalgamating corporations and the amalgamated corporation. Nothing in this Section 6.4 shall be interpreted as permitting the Debtor to amalgamate in violation of any covenant of the Debtor contained herein or in any other agreement binding the Debtor.

**6.5 Power of Attorney**

The Debtor for valuable consideration irrevocably appoints the Bank and its officers from time to time or any of them to be the attorneys of the Debtor in the name of and on behalf of the Debtor to execute and do any deeds, transfers, conveyances, assignments, assurances and things which the Debtor ought to execute and do under the covenants and provisions herein contained and generally to use the name of the Debtor in the exercise of all or any of the powers hereby conferred on the Bank, including to receive, endorse and collect all instruments made payable to the Debtor representing any distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

If the Debtor fails to do anything hereby required to be done by it, the Bank may, but shall not be obliged to, do such thing and all sums thereby expended by the Bank shall be payable forthwith by the Debtor, shall be secured hereby and shall have the benefit of the lien hereby created, but no such performance by the Bank shall be deemed to relieve the Debtor from any default hereunder.

6.7 Purchase Money Security Interest

The Debtor acknowledges that the security interest in any item of Collateral and its proceeds shall constitute a purchase-money security interest to the extent it secures Obligations incurred by the Debtor to enable the Debtor to acquire rights in such Collateral. The Bank hereby reserves title to any item of Collateral which may be sold by the Bank to the Debtor until satisfaction of the Obligations as aforesaid.

6.8 Taxes and Reserve Requirements

In case the Bank is or becomes subject to any tax with respect to payments of principal, interest or other amounts by the Debtor hereunder or in respect of any of the Obligations (except for taxes on the overall net income of the Bank) or to any reserve or similar requirement against assets held by, or deposits in or for the account of, or loans by, an office of the Bank, or to any other condition with respect to this Agreement, and the result of any of the foregoing is to increase the cost to the Bank of making or maintaining any Obligation or to reduce the income receivable by the Bank in respect of any Obligation, then the Debtor shall pay to the Bank on demand that amount which shall compensate the Bank for such additional cost or reduction in income. A certificate of the Bank setting forth the amount of such additional compensation and the basis therefor shall be submitted by the Bank to the Debtor and shall be conclusive evidence, in the absence of manifest error, of such amount.

6.9 Notices

Any notice or written communication given pursuant to or in connection with this Agreement shall be in writing and shall be given by delivering the same personally or by prepaid courier, prepaid registered mail, telex or telecopier, addressed to the party to be notified at the address of such party set out herein or at such other address of which such party has given notice to the other parties hereto. Any such notice shall be conclusively deemed to have been given and received on the day of actual receipt by the addressee or, if given by prepaid registered mail, on the third Business Day following the mailing date (absent a general disruption in postal service.)

6.10 Offer of Finance

This Agreement is being issued by the Debtor to the Bank pursuant to the terms of the Offer of Finance. All terms and conditions of the Offer of Finance shall remain in full force and effect. In the event of a conflict or inconsistency between any provision of this Agreement and any provision of the Offer of Finance the provision of the Offer of Finance shall govern and prevail.

6.11 Receipt


The Debtor hereby acknowledges receipt of a true copy of this Agreement and a copy of the financing statement registered in respect of the security created hereby.


6.12 Successors and Assigns, etc.

This Agreement and all its provisions shall enure to the benefit of the Bank, its successors and assigns and shall be binding upon the Debtor, its successors and permitted assigns. Every reference to a party hereto shall extend to and include such party's successors and permitted assigns, as if specifically named. Time shall be in all respects of the essence hereof.

IN WITNESS WHEREOF the Debtor has duly executed this Agreement as of the date first written above.

2145754 ONTARIO LIMITED

per:   
Name: Sarbjit Singh Dhillon  
Title: President

per:   
Name: Mandhir Singh Dhillon  
Title: Secretary

We have authority to bind the Corporation.



SCHEDULE "A"  
PREMISES  
(OWNED OR LEASED)  
(Section 1.1)

Municipal Address

203 Indian Road South, Sarnia, Ontario

Legal Description

Part Lot 37 and 38, Range 6, Plan 16 ½ Sarnia City

SPECIFIED PERSONAL PROPERTY

(Section 2.1.1(l))

I. The following goods now located at 203 Indian Road South, Sarnia, Ontario:

All Collateral as defined herein.

II. The following intellectual property:

*NIL*

PERMITTED ENCUMBRANCES

(Section 1.1)

PERSONAL PROPERTY SECURITY ACT

Secured Party	File Number	Collateral Description	Amount Secured (Current Balance)
Canadian Imperial Bank of Commerce	697391343	None	\$ 9,500,000.00

REAL PROPERTY REGISTRATIONS

Party	Registration Number	Amount Secured (Current Balance)
NONE		

MISCELLANEOUS PARTICULARS

1.1 Chief Executive Office. The Debtor's chief executive office is located at the following address:

203 Indian Road South, Sarnia, Ontario

1.2 "Affiliate" includes the following corporations: 2145744 ONTARIO LIMITED AND 908597 ONTARIO LIMITED

1.3 "Normal Business" means the following activities:

OPERATION OF GAS BAR

1.4 "Offer of Finance" means the letter of the Bank to the Borrower dated the 13th day of March, 2018, as accepted by the Borrower, as amended, supplemented, restated or replaced from time to time;

1.5 "Share Ownership" means the direct or indirect beneficial ownership of shares of the Debtor as follows:

<u>Owner</u>	<u>Class of Shares</u>	<u>Number of Shares</u>
MR. BJT SINGH PHILLON	COMMON	75
MANDHIR SINGH PHILLON	COMMON	25

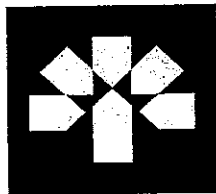
**THIS IS EXHIBIT "K" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*



POSTPONEMENT OF CLAIM



LAURENTIAN BANK

For valuable consideration, receipt whereof is hereby acknowledged, all debts and liabilities, present and future, of 2145744 ONTARIO LIMITED, (hereinafter called the "Customer") to the undersigned are hereby deferred and postponed by the undersigned to the debts and liabilities, present and future, of the Customer to Laurentian Bank of Canada (hereinafter called the "Bank") and it is agreed by the undersigned that until all of the said debts and liabilities of the Customer to the Bank have been paid in full no payment shall be made or received on account of the said debts and liabilities of the Customer to the undersigned and any payments which might be received notwithstanding the foregoing shall be received in trust for the Bank and shall be paid over to the Bank forthwith on receipt but no such payment shall have the effect of reducing the indebtedness of the Customer to the Bank until actually received by the Bank; and none of the debts and liabilities of the Customer to the undersigned shall be released, transferred or charged in any way or allowed to become unenforceable through lapse of time, and the Bank may, but shall not be bound to, claim and prove in respect of any or all such debts and liabilities of the Customer to the undersigned in any bankruptcy, insolvency, composition, scheme of arrangement, liquidation or winding-up, voluntary or involuntary, affecting the Customer or any distribution of assets of the Customer among creditors of the Customer, and all of the said debts and liabilities of the Customer to the undersigned are hereby assigned and transferred to the Bank and all dividends or other sums which may be or become payable in respect thereof shall be due and be paid to the Bank until it shall have received, the full amount of the last mentioned debts and liabilities; and the undersigned will from time to time execute and deliver all such statements, proofs of claims, transfers, assignments and documents and do all such acts and things as the Bank may request to implement the foregoing.

It is understood and agreed by the undersigned that the term "all debts and liabilities of the Customer to the Bank", whenever referred to in this agreement, shall include any funds advanced or held at the disposal of the Customer under any line(s) of credit.

This agreement shall extend to and enure to the benefit of the Bank and its successors and assigns and shall be binding upon the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned and each of them.

The undersigned acknowledges receipt of a fully executed copy of this agreement and hereby waives the right to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed at any time in respect of this agreement.

This agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

Given under seal at Brampton this 28 day of March, 2018.

2145754 ONTARIO LIMITED

per: [Signature]
Name: Sarbjit Singh Dhillon
Title: President
per: [Signature]
Name: Mandhir Singh Dhillon
Title: Secretary

We have authority to bind the Corporation.

The "Customer" named above hereby acknowledges receipt of a copy of the foregoing agreement and accepts the assignment and transfer contained therein and agrees with the said Bank to give effect to all of the provisions of the said agreement.

Given under seal at Brampton this 28 day of March, 2018.

2145744 ONTARIO LIMITED

per: [Signature]
Name: Sarbjit Singh Dhillon
Title: President
per: [Signature]
Name: Mandhir Singh Dhillon
Title: Secretary

We have authority to bind the Corporation.

**THIS IS EXHIBIT "L" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*



**GUARANTEE**

TO: LAURENTIAN BANK OF CANADA

IN CONSIDERATION of LAURENTIAN BANK OF CANADA (the "Bank") dealing with 2145744 ONTARIO LIMITED, (the "Customer"), the undersigned and each of them, if more than one, hereby jointly and severally guarantee payment to the Bank of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Customer to the Bank or remaining unpaid by the Customer to the Bank, whether arising from dealings between the Customer and the Bank or from any other dealings by which the Customer may become in any manner whatever liable to the Bank either alone or jointly with any other corporation, person or persons or otherwise including all costs and disbursements incurred by the Bank with a view to recovering or attempting to recover said debts and liabilities (such debts and liabilities being herein called the "Guaranteed Liabilities")

AND THE UNDERSIGNED and each of them, if more than one, hereby, jointly and severally agrees with the Bank as follows:

1. In this guarantee the word "Guarantor" shall mean the undersigned and, if there is more than one guarantor, it shall mean each of them.
2. This guarantee shall be a continuing guarantee of all the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Bank and this guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank.
3. The Bank shall not be bound to exhaust its recourse against the Customer or others or any security or other guarantees before being entitled to payment from the Guarantor of the Guaranteed Liabilities and it shall not be obliged to deliver its security before its whole claim has been paid.
4. The Guarantor's liability to make payment under this guarantee shall arise forthwith after demand for payment has been made in writing on the undersigned or any one of them, if more than one, and such demand shall be deemed to have been duly made when delivered to or served at the address of the undersigned or such one of them last known to the Bank, on the third business day following posting if sent by regular mail, postage prepaid, to such address, or on the business day next following if sent by facsimile transmission.
5. In addition to the Bank's right to demand payment at any time, upon default in payment of any sum owing by the Customer to the Bank at any time, the Bank may treat all Guaranteed Liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Guaranteed Liabilities or may place it to the credit of a special account. A written statement of a Manager or Acting Manager of a branch of the Bank at which an account of the Customer is kept or of a General Manager of the Bank as to the amount remaining unpaid to the Bank at any time by the Customer shall, if agreed to by the Customer, be conclusive evidence and shall, in any event, be *prima facie* evidence against the Guarantor as to the amount remaining unpaid to the Bank at such time by the Customer.
6. This guarantee shall be in addition to and not in substitution for any other guarantees or other security which the Bank may now or hereafter hold in respect of the Guaranteed Liabilities and the Bank shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other security or any moneys or other assets which the Bank may be entitled to receive or may have a claim upon and no loss of or in respect of or unenforceability of any other guarantees or other security which the Bank may now or hereafter hold in respect of the Guaranteed Liabilities, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the Guarantor's liability.
7. Without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent of or giving notice to the Guarantor, the Bank may discontinue, reduce, increase or otherwise vary the credit of the Customer, may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with the Customer and others, including the Guarantor and any other guarantor as the Bank may see fit, and the Bank may apply all money received from the Customer or others or from security or guarantees upon such parts of the Guaranteed Liabilities as the Bank may see fit and change any such application in whole or in part from time to time.
8. Until repayment in full of all the Guaranteed Liabilities, all dividends, compositions, proceeds of security, security valued or payments received by the Bank from the Customer or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this guarantee, and the Guarantor shall not claim any set-off or counterclaim against the Customer in respect of any liability of the Customer to the Guarantor, claim or prove in the bankruptcy or insolvency of the Customer in competition with the Bank or have any right to be subrogated to the Bank.
9. This guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Customer, by any change in the name of the Customer, or in the membership of the Customer, if a partnership, or in the objects, capital structure or constitution of the Customer, if a corporation, or by the sale of the Customer's business or any part thereof or by the Customer amalgamating with a corporation, but shall, notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether theretofore or thereafter incurred and in the case of a



change in the membership of a Customer which is a partnership or in the case of liabilities of the resulting partnership or corporation, the term "Customer" shall include each such resulting partnership and corporation.

10. The Guarantor represents and warrants to the Bank that it is fully aware of the financial condition of the Customer and agrees to monitor changes in the financial condition of the Customer. The Guarantor acknowledges that the Bank has made no representations or warranties regarding the financial condition of the Customer, that the Bank expressly disclaims any obligation to advise the Guarantor of any changes in the financial condition of the Customer and hereby releases the Bank from any liability arising therefrom.

11. All advances, renewals and credits made or granted by the Bank to or for the Customer after the death, loss of capacity, bankruptcy or insolvency of the Customer, but before the Bank has received notice thereof shall be deemed to form part of the Guaranteed Liabilities and all advances, renewals and credits obtained from the Bank by or on behalf of the Customer shall be deemed to form part of the Guaranteed Liabilities notwithstanding any lack or limitation of power, incapacity or disability of the Customer or of the directors, partners or agents thereof, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the obtaining of such advances, renewals or credits, whether or not the Bank had knowledge thereof, and any such advance, renewal or credit which may not be recoverable from the undersigned as guarantor(s) shall be recoverable from the undersigned and each of them, if more than one, jointly and severally as principal debtor(s) in respect thereof and shall be paid to the Bank on demand.

12. All debts and liabilities, present and future, of the Customer to the Guarantor are hereby assigned to the Bank and postponed to the Guaranteed Liabilities and all money received by the Guarantor in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way lessening or limiting the liability of the Guarantor under this guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Bank of all the Guaranteed Liabilities, notwithstanding that the liability of the undersigned or any of them under this guarantee may have been discharged or terminated.

13. The undersigned or any of them, if more than one, or his, its or their executors or administrators, by giving thirty days' notice in writing to the branch of the Bank at which the main account of the Customer is kept, may terminate his, its or their liability under this guarantee in respect of liabilities of the Customer incurred or arising after the expiration of such thirty days even though not then matured; provided that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the expiration of such thirty days and any resulting liabilities shall be deemed to form part of the Guaranteed Liabilities and shall be covered by this guarantee; and provided further that in the event of the termination of this guarantee as to one or more of the undersigned, if more than one, it shall remain a continuing guarantee as to the other or others of the undersigned.

14. This guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein and it is specifically agreed that the Bank shall not be bound by any representations or promises made by the Customer to the Guarantor. Possession of this instrument by the Bank shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been fulfilled.

15. This guarantee shall be binding upon every signatory hereof notwithstanding the non-execution hereof or of a similar guarantee by any other proposed signatory or signatories.

16. This guarantee shall not be discharged or affected by the death of the undersigned or any of them, if more than one, and shall enure to the benefit of and be binding upon the Bank, its successors and assigns, and the Guarantor, its heirs, executors, administrators, successors and assigns.

17. This guarantee shall be governed in all respects by the laws of the Province of Ontario, and the laws of Canada applicable therein.

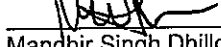
18. The undersigned is domiciled at 22216 Bloomfield Road, Chatham, Ontario, N7M 5J6, and will not change such domicile without providing the Bank with prior written notice setting forth its new domicile and the effective date of the change.

19. The Guarantor acknowledges having read this guarantee before signing it and declares that he/she/it understands the terms, conditions and undertakings contained herein. The Guarantor acknowledges receipt of a fully executed copy of this guarantee hereby waives any right to receive a copy of any financing statement, financing change statement or verification statement filed at anytime in connection with this guarantee.

SIGNED by the Guarantor at Brampton, this 28 day of March, 2018.

908593 ONTARIO LIMITED

per:   
Name: Sarbjit Singh Dhillon  
Title: President

per:   
Name: Mandhir Singh Dhillon  
Title: Secretary

We have authority to bind the Corporation.

**THIS IS EXHIBIT "M" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*





# LAURENTIAN BANK

## POSTPONEMENT OF CLAIM

For valuable consideration, receipt whereof is hereby acknowledged, all debts and liabilities, present and future, of 2145744 ONTARIO LIMITED, (hereinafter called the "Customer") to the undersigned are hereby deferred and postponed by the undersigned to the debts and liabilities, present and future, of the Customer to Laurentian Bank of Canada (hereinafter called the "Bank") and it is agreed by the undersigned that until all of the said debts and liabilities of the Customer to the Bank have been paid in full no payment shall be made or received on account of the said debts and liabilities of the Customer to the undersigned and any payments which might be received notwithstanding the foregoing shall be received in trust for the Bank and shall be paid over to the Bank forthwith on receipt but no such payment shall have the effect of reducing the indebtedness of the Customer to the Bank until actually received by the Bank; and none of the debts and liabilities of the Customer to the undersigned shall be released, transferred or charged in any way or allowed to become unenforceable through lapse of time, and the Bank may, but shall not be bound to, claim and prove in respect of any or all such debts and liabilities of the Customer to the undersigned in any bankruptcy, insolvency, composition, scheme of arrangement, liquidation or winding-up, voluntary or involuntary, affecting the Customer or any distribution of assets of the Customer among creditors of the Customer, and all of the said debts and liabilities of the Customer to the undersigned are hereby assigned and transferred to the Bank and all dividends or other sums which may be or become payable in respect thereof shall be due and be paid to the Bank until it shall have received, the full amount of the last mentioned debts and liabilities; and the undersigned will from time to time execute and deliver all such statements, proofs of claims, transfers, assignments and documents and do all such acts and things as the Bank may request to implement the foregoing.

It is understood and agreed by the undersigned that the term "all debts and liabilities of the Customer to the Bank", whenever referred to in this agreement, shall include any funds advanced or held at the disposal of the Customer under any line(s) of credit.

This agreement shall extend to and enure to the benefit of the Bank and its successors and assigns and shall be binding upon the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned and each of them.

The undersigned acknowledges receipt of a fully executed copy of this agreement and hereby waives the right to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed at any time in respect of this agreement.

This agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

Given under seal at Brampton this 28 day of March, 2018.

### 908593 ONTARIO LIMITED

per: [Signature]  
 Name: Sarbjit Singh Dhillon  
 Title: President

per: [Signature]  
 Name: Mandhir Singh Dhillon  
 Title: Secretary

We have authority to bind the Corporation.

The "Customer" named above hereby acknowledges receipt of a copy of the foregoing agreement and accepts the assignment and transfer contained therein and agrees with the said Bank to give effect to all of the provisions of the said agreement.

Given under seal at Brampton this 28 day of March, 2018.

### 2145744 ONTARIO LIMITED

per: [Signature]  
 Name: Sarbjit Singh Dhillon  
 Title: President

per: [Signature]  
 Name: Mandhir Singh Dhillon  
 Title: Secretary

We have authority to bind the Corporation.

**THIS IS EXHIBIT "N" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*





## GUARANTEE

TO: LAURENTIAN BANK OF CANADA

IN CONSIDERATION of LAURENTIAN BANK OF CANADA (the "Bank") dealing with 2145744 ONTARIO LIMITED, (the "Customer"), the undersigned and each of them, if more than one, hereby jointly and severally guarantee payment to the Bank of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Customer to the Bank or remaining unpaid by the Customer to the Bank, whether arising from dealings between the Customer and the Bank or from any other dealings by which the Customer may become in any manner whatever liable to the Bank either alone or jointly with any other corporation, person or persons or otherwise including all costs and disbursements incurred by the Bank with a view to recovering or attempting to recover said debts and liabilities (such debts and liabilities being herein called the "Guaranteed Liabilities")

AND THE UNDERSIGNED and each of them, if more than one, hereby, jointly and severally agrees with the Bank as follows:

1. In this guarantee the word "Guarantor" shall mean the undersigned and, if there is more than one guarantor, it shall mean each of them.
2. This guarantee shall be a continuing guarantee of all the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Bank and this guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank.
3. The Bank shall not be bound to exhaust its recourse against the Customer or others or any security or other guarantees before being entitled to payment from the Guarantor of the Guaranteed Liabilities and it shall not be obliged to deliver its security before its whole claim has been paid.
4. The Guarantor's liability to make payment under this guarantee shall arise forthwith after demand for payment has been made in writing on the undersigned or any one of them, if more than one, and such demand shall be deemed to have been duly made when delivered to or served at the address of the undersigned or such one of them last known to the Bank, on the third business day following posting if sent by regular mail, postage prepaid, to such address, or on the business day next following if sent by facsimile transmission.
5. In addition to the Bank's right to demand payment at any time, upon default in payment of any sum owing by the Customer to the Bank at any time, the Bank may treat all Guaranteed Liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Guaranteed Liabilities or may place it to the credit of a special account. A written statement of a Manager or Acting Manager of a branch of the Bank at which an account of the Customer is kept or of a General Manager of the Bank as to the amount remaining unpaid to the Bank at any time by the Customer shall, if agreed to by the Customer, be conclusive evidence and shall, in any event, be *prima facie* evidence against the Guarantor as to the amount remaining unpaid to the Bank at such time by the Customer.
6. This guarantee shall be in addition to and not in substitution for any other guarantees or other security which the Bank may now or hereafter hold in respect of the Guaranteed Liabilities and the Bank shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other security or any moneys or other assets which the Bank may be entitled to receive or may have a claim upon and no loss of or in respect of or unenforceability of any other guarantees or other security which the Bank may now or hereafter hold in respect of the Guaranteed Liabilities, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the Guarantor's liability.
7. Without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent of or giving notice to the Guarantor, the Bank may discontinue, reduce, increase or otherwise vary the credit of the Customer, may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with the Customer and others, including the Guarantor and any other guarantor as the Bank may see fit, and the Bank may apply all money received from the Customer or others or from security or guarantees upon such parts of the Guaranteed Liabilities as the Bank may see fit and change any such application in whole or in part from time to time.
8. Until repayment in full of all the Guaranteed Liabilities, all dividends, compositions, proceeds of security, security valued or payments received by the Bank from the Customer or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this guarantee, and the Guarantor shall not claim any set-off or counterclaim against the Customer in respect of any liability of the Customer to the Guarantor, claim or prove in the bankruptcy or insolvency of the Customer in competition with the Bank or have any right to be subrogated to the Bank.
9. This guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Customer, by any change in the name of the Customer, or in the membership of the Customer, if a partnership, or in the objects, capital structure or constitution of the Customer, if a corporation, or by the sale of the Customer's business or any part thereof or by the Customer amalgamating with a corporation, but shall, notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether theretofore or thereafter incurred and in the case of a

change in the membership of a Customer which is a partnership or in the case of liabilities of the resulting partnership or corporation, the term "Customer" shall include each such resulting partnership and corporation.

10. The Guarantor represents and warrants to the Bank that it is fully aware of the financial condition of the Customer and agrees to monitor changes in the financial condition of the Customer. The Guarantor acknowledges that the Bank has made no representations or warranties regarding the financial condition of the Customer, that the Bank expressly disclaims any obligation to advise the Guarantor of any changes in the financial condition of the Customer and hereby releases the Bank from any liability arising therefrom.

11. All advances, renewals and credits made or granted by the Bank to or for the Customer after the death, loss of capacity, bankruptcy or insolvency of the Customer, but before the Bank has received notice thereof shall be deemed to form part of the Guaranteed Liabilities and all advances, renewals and credits obtained from the Bank by or on behalf of the Customer shall be deemed to form part of the Guaranteed Liabilities notwithstanding any lack or limitation of power, incapacity or disability of the Customer or of the directors, partners or agents thereof, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the obtaining of such advances, renewals or credits, whether or not the Bank had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the undersigned as guarantor(s) shall be recoverable from the undersigned and each of them, if more than one, jointly and severally as principal debtor(s) in respect thereof and shall be paid to the Bank on demand.

12. All debts and liabilities, present and future, of the Customer to the Guarantor are hereby assigned to the Bank and postponed to the Guaranteed Liabilities and all money received by the Guarantor in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way lessening or limiting the liability of the Guarantor under this guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Bank of all the Guaranteed Liabilities, notwithstanding that the liability of the undersigned or any of them under this guarantee may have been discharged or terminated.

13. The undersigned or any of them, if more than one, or his, its or their executors or administrators, by giving thirty days' notice in writing to the branch of the Bank at which the main account of the Customer is kept, may terminate his, its or their liability under this guarantee in respect of liabilities of the Customer incurred or arising after the expiration of such thirty days even though not then matured; provided that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the expiration of such thirty days and any resulting liabilities shall be deemed to form part of the Guaranteed Liabilities and shall be covered by this guarantee; and provided further that in the event of the termination of this guarantee as to one or more of the undersigned, if more than one, it shall remain a continuing guarantee as to the other or others of the undersigned.

14. This guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein and it is specifically agreed that the Bank shall not be bound by any representations or promises made by the Customer to the Guarantor. Possession of this instrument by the Bank shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been fulfilled.

15. This guarantee shall be binding upon every signatory hereof notwithstanding the non-execution hereof or of a similar guarantee by any other proposed signatory or signatories.

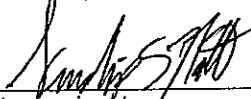
16. This guarantee shall not be discharged or affected by the death of the undersigned or any of them, if more than one, and shall enure to the benefit of and be binding upon the Bank, its successors and assigns, and the Guarantor, its heirs, executors, administrators, successors and assigns.

17. This guarantee shall be governed in all respects by the laws of the Province of Ontario, and the laws of Canada applicable therein.

18. The undersigned is domiciled at 60 Rose Avenue, Tilbury, Ontario, N0P 2L0, and will not change such domicile without providing the Bank with prior written notice setting forth its new domicile and the effective date of the change.

19. The Guarantor acknowledges having read this guarantee before signing it and declares that he/she/it understands the terms, conditions and undertakings contained herein. The Guarantor acknowledges receipt of a fully executed copy of this guarantee hereby waives any right to receive a copy of any financing statement, financing change statement or verification statement filed at anytime in connection with this guarantee.

SIGNED by the Guarantor at Brampton, this 28 day of March, 2018.



Witness signature

Print Name: GURDIP MITT

Address:

215-20 MARIE OUSTARIO BLVD.

BRAMPTON, ON

265 067



Guarantor signature

Print Name: Sarbjit Singh Dhillon

Address:

60 Rose Avenue

Tilbury, Ontario

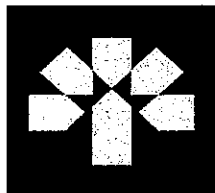
N0P 2L0

**THIS IS EXHIBIT "O" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*





LAURENTIAN BANK

POSTPONEMENT OF CLAIM

For valuable consideration, receipt whereof is hereby acknowledged, all debts and liabilities, present and future, of 2145744 ONTARIO LIMITED, (hereinafter called the "Customer") to the undersigned are hereby deferred and postponed by the undersigned to the debts and liabilities, present and future, of the Customer to Laurentian Bank of Canada (hereinafter called the "Bank") and it is agreed by the undersigned that until all of the said debts and liabilities of the Customer to the Bank have been paid in full no payment shall be made or received on account of the said debts and liabilities of the Customer to the undersigned and any payments which might be received notwithstanding the foregoing shall be received in trust for the Bank and shall be paid over to the Bank forthwith on receipt but no such payment shall have the effect of reducing the indebtedness of the Customer to the Bank until actually received by the Bank; and none of the debts and liabilities of the Customer to the undersigned shall be released, transferred or charged in any way or allowed to become unenforceable through lapse of time, and the Bank may, but shall not be bound to, claim and prove in respect of any or all such debts and liabilities of the Customer to the undersigned in any bankruptcy, insolvency, composition, scheme of arrangement, liquidation or winding-up, voluntary or involuntary, affecting the Customer or any distribution of assets of the Customer among creditors of the Customer, and all of the said debts and liabilities of the Customer to the undersigned are hereby assigned and transferred to the Bank and all dividends or other sums which may be or become payable in respect thereof shall be due and be paid to the Bank until it shall have received, the full amount of the last mentioned debts and liabilities; and the undersigned will from time to time execute and deliver all such statements, proofs of claims, transfers, assignments and documents and do all such acts and things as the Bank may request to implement the foregoing.

It is understood and agreed by the undersigned that the term "all debts and liabilities of the Customer to the Bank", whenever referred to in this agreement, shall include any funds advanced or held at the disposal of the Customer under any line(s) of credit.

This agreement shall extend to and enure to the benefit of the Bank and its successors and assigns and shall be binding upon the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned and each of them.

The undersigned acknowledges receipt of a fully executed copy of this agreement and hereby waives the right to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed at any time in respect of this agreement.

This agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

Given under seal at Brampton this 28 day of March, 2018.

In the presence of

[Signature]
Print witness name: GUNDIRA MATI

[Signature]
Print postponer's name: Sarbjit Singh Dhillon

The "Customer" named above hereby acknowledges receipt of a copy of the foregoing agreement and accepts the assignment and transfer contained therein and agrees with the said Bank to give effect to all of the provisions of the said agreement.

Given under seal at Brampton this 28 day of March, 2018.

2145744 ONTARIO LIMITED

per: [Signature]
Name: Sarbjit Singh Dhillon
Title: President

per: [Signature]
Name: Mandhir Singh Dhillon
Title: Secretary

We have authority to bind the Corporation.



**THIS IS EXHIBIT "P" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*





**LAURENTIAN BANK  
OF CANADA**

**GUARANTEE**

TO: LAURENTIAN BANK OF CANADA

IN CONSIDERATION of LAURENTIAN BANK OF CANADA (the "Bank") dealing with 2145744 ONTARIO LIMITED, (the "Customer"), the undersigned and each of them, if more than one, hereby jointly and severally guarantee payment to the Bank of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Customer to the Bank or remaining unpaid by the Customer to the Bank, whether arising from dealings between the Customer and the Bank or from any other dealings by which the Customer may become in any manner whatever liable to the Bank either alone or jointly with any other corporation, person or persons or otherwise including all costs and disbursements incurred by the Bank with a view to recovering or attempting to recover said debts and liabilities (such debts and liabilities being herein called the "Guaranteed Liabilities")

AND THE UNDERSIGNED and each of them, if more than one, hereby, jointly and severally agrees with the Bank as follows:

1. In this guarantee the word "Guarantor" shall mean the undersigned and, if there is more than one guarantor, it shall mean each of them.
2. This guarantee shall be a continuing guarantee of all the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Bank and this guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank.
3. The Bank shall not be bound to exhaust its recourse against the Customer or others or any security or other guarantees before being entitled to payment from the Guarantor of the Guaranteed Liabilities and it shall not be obliged to deliver its security before its whole claim has been paid.
4. The Guarantor's liability to make payment under this guarantee shall arise forthwith after demand for payment has been made in writing on the undersigned or any one of them, if more than one, and such demand shall be deemed to have been duly made when delivered to or served at the address of the undersigned or such one of them last known to the Bank, on the third business day following posting if sent by regular mail, postage prepaid, to such address, or on the business day next following if sent by facsimile transmission.
5. In addition to the Bank's right to demand payment at any time, upon default in payment of any sum owing by the Customer to the Bank at any time, the Bank may treat all Guaranteed Liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Guaranteed Liabilities or may place it to the credit of a special account. A written statement of a Manager or Acting Manager of a branch of the Bank at which an account of the Customer is kept or of a General Manager of the Bank as to the amount remaining unpaid to the Bank at any time by the Customer shall, if agreed to by the Customer, be conclusive evidence and shall, in any event, be *prima facie* evidence against the Guarantor as to the amount remaining unpaid to the Bank at such time by the Customer.
6. This guarantee shall be in addition to and not in substitution for any other guarantees or other security which the Bank may now or hereafter hold in respect of the Guaranteed Liabilities and the Bank shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other security or any moneys or other assets which the Bank may be entitled to receive or may have a claim upon and no loss of or in respect of or unenforceability of any other guarantees or other security which the Bank may now or hereafter hold in respect of the Guaranteed Liabilities, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the Guarantor's liability.
7. Without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent of or giving notice to the Guarantor, the Bank may discontinue, reduce, increase or otherwise vary the credit of the Customer, may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with the Customer and others, including the Guarantor and any other guarantor as the Bank may see fit, and the Bank may apply all money received from the Customer or others or from security or guarantees upon such parts of the Guaranteed Liabilities as the Bank may see fit and change any such application in whole or in part from time to time.
8. Until repayment in full of all the Guaranteed Liabilities, all dividends, compositions, proceeds of security, security valued or payments received by the Bank from the Customer or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this guarantee, and the Guarantor shall not claim any set-off or counterclaim against the Customer in respect of any liability of the Customer to the Guarantor, claim or prove in the bankruptcy or insolvency of the Customer in competition with the Bank or have any right to be subrogated to the Bank.
9. This guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Customer, by any change in the name of the Customer, or in the membership of the Customer, if a partnership, or in the objects, capital structure or constitution of the Customer, if a corporation, or by the sale of the Customer's business or any part thereof or by the Customer amalgamating with a corporation, but shall, notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether theretofore or thereafter incurred and in the case of a

change in the membership of a Customer which is a partnership or in the case of liabilities of the resulting partnership or corporation, the term "Customer" shall include each such resulting partnership and corporation.

10. The Guarantor represents and warrants to the Bank that it is fully aware of the financial condition of the Customer and agrees to monitor changes in the financial condition of the Customer. The Guarantor acknowledges that the Bank has made no representations or warranties regarding the financial condition of the Customer, that the Bank expressly disclaims any obligation to advise the Guarantor of any changes in the financial condition of the Customer and hereby releases the Bank from any liability arising therefrom.

11. All advances, renewals and credits made or granted by the Bank to or for the Customer after the death, loss of capacity, bankruptcy or insolvency of the Customer, but before the Bank has received notice thereof shall be deemed to form part of the Guaranteed Liabilities and all advances, renewals and credits obtained from the Bank by or on behalf of the Customer shall be deemed to form part of the Guaranteed Liabilities notwithstanding any lack or limitation of power, incapacity or disability of the Customer or of the directors, partners or agents thereof, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the obtaining of such advances, renewals or credits, whether or not the Bank had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the undersigned as guarantor(s) shall be recoverable from the undersigned and each of them, if more than one, jointly and severally as principal debtor(s) in respect thereof and shall be paid to the Bank on demand.

12. All debts and liabilities, present and future, of the Customer to the Guarantor are hereby assigned to the Bank and postponed to the Guaranteed Liabilities and all money received by the Guarantor in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way lessening or limiting the liability of the Guarantor under this guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Bank of all the Guaranteed Liabilities, notwithstanding that the liability of the undersigned or any of them under this guarantee may have been discharged or terminated.

13. The undersigned or any of them, if more than one, or his, its or their executors or administrators, by giving thirty days' notice in writing to the branch of the Bank at which the main account of the Customer is kept, may terminate his, its or their liability under this guarantee in respect of liabilities of the Customer incurred or arising after the expiration of such thirty days even though not then matured; provided that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the expiration of such thirty days and any resulting liabilities shall be deemed to form part of the Guaranteed Liabilities and shall be covered by this guarantee; and provided further that in the event of the termination of this guarantee as to one or more of the undersigned, if more than one, it shall remain a continuing guarantee as to the other or others of the undersigned.

14. This guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein and it is specifically agreed that the Bank shall not be bound by any representations or promises made by the Customer to the Guarantor. Possession of this instrument by the Bank shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been fulfilled.

15. This guarantee shall be binding upon every signatory hereof notwithstanding the non-execution hereof or of a similar guarantee by any other proposed signatory or signatories.

16. This guarantee shall not be discharged or affected by the death of the undersigned or any of them, if more than one, and shall enure to the benefit of and be binding upon the Bank, its successors and assigns, and the Guarantor, its heirs, executors, administrators, successors and assigns.

17. This guarantee shall be governed in all respects by the laws of the Province of Ontario, and the laws of Canada applicable therein.

18. The undersigned is domiciled at 39 Rose Avenue, Tilbury, Ontario, N0P 2L0, and will not change such domicile without providing the Bank with prior written notice setting forth its new domicile and the effective date of the change.

19. The Guarantor acknowledges having read this guarantee before signing it and declares that he/she/it understands the terms, conditions and undertakings contained herein. The Guarantor acknowledges receipt of a fully executed copy of this guarantee hereby waives any right to receive a copy of any financing statement, financing change statement or verification statement filed at anytime in connection with this guarantee.

SIGNED by the Guarantor at Brampton, this 28 day of March, 2018.

  
Witness signature

Print Name: SUNVOP NATH

Address:

215-20 MARITIME OUTRIGGER BLVD  
BRAMPTON, ON  
L6S 0E7

  
Guarantor signature

Print Name: Mandhir Singh Dhillon

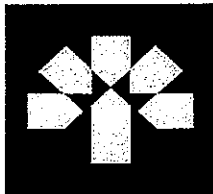
Address:  
39 Rose Avenue  
Tilbury, Ontario  
N0P 2L0

**THIS IS EXHIBIT "Q" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*





# LAURENTIAN BANK

## POSTPONEMENT OF CLAIM

For valuable consideration, receipt whereof is hereby acknowledged, all debts and liabilities, present and future, of 2145744 ONTARIO LIMITED, (hereinafter called the "Customer") to the undersigned are hereby deferred and postponed by the undersigned to the debts and liabilities, present and future, of the Customer to Laurentian Bank of Canada (hereinafter called the "Bank") and it is agreed by the undersigned that until all of the said debts and liabilities of the Customer to the Bank have been paid in full no payment shall be made or received on account of the said debts and liabilities of the Customer to the undersigned and any payments which might be received notwithstanding the foregoing shall be received in trust for the Bank and shall be paid over to the Bank forthwith on receipt but no such payment shall have the effect of reducing the indebtedness of the Customer to the Bank until actually received by the Bank; and none of the debts and liabilities of the Customer to the undersigned shall be released, transferred or charged in any way or allowed to become unenforceable through lapse of time, and the Bank may, but shall not be bound to, claim and prove in respect of any or all such debts and liabilities of the Customer to the undersigned in any bankruptcy, insolvency, composition, scheme of arrangement, liquidation or winding-up, voluntary or involuntary, affecting the Customer or any distribution of assets of the Customer among creditors of the Customer, and all of the said debts and liabilities of the Customer to the undersigned are hereby assigned and transferred to the Bank and all dividends or other sums which may be or become payable in respect thereof shall be due and be paid to the Bank until it shall have received, the full amount of the last mentioned debts and liabilities; and the undersigned will from time to time execute and deliver all such statements, proofs of claims, transfers, assignments and documents and do all such acts and things as the Bank may request to implement the foregoing.

It is understood and agreed by the undersigned that the term "all debts and liabilities of the Customer to the Bank", whenever referred to in this agreement, shall include any funds advanced or held at the disposal of the Customer under any line(s) of credit.


This agreement shall extend to and enure to the benefit of the Bank and its successors and assigns and shall be binding upon the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned and each of them.

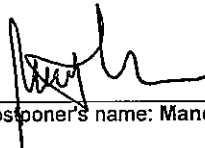
The undersigned acknowledges receipt of a fully executed copy of this agreement and hereby waives the right to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed at any time in respect of this agreement.

This agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

Given under seal at Brampton this 28 day of March, 2018.

In the presence of

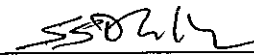
  
 Print witness name: GUNDIP NAST

  
 Print postponder's name: Mandhir Singh Dhillon

The "Customer" named above hereby acknowledges receipt of a copy of the foregoing agreement and accepts the assignment and transfer contained therein and agrees with the said Bank to give effect to all of the provisions of the said agreement.

Given under seal at Brampton this 28 day of March, 2018.

2145744 ONTARIO LIMITED

per:   
 Name: Sarbjit Singh Dhillon  
 Title: President

per:   
 Name: Mandhir Singh Dhillon  
 Title: Secretary

We have authority to bind the Corporation.

**THIS IS EXHIBIT "R" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*



LRO # 25 Charge/Mortgage

Registered as LA210064 on 2018 10 09 at 14:27

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 6

**Properties**

*PIN* 43226 - 0127 LT *Interest/Estate* Fee Simple  
*Description* PT LT 37-38 RANGE 6 PL 16 1/2 SARNIA CITY AS IN L916481 & L899212, AMENDED  
 BY DECLARATION L901383; SARNIA  
*Address* 203 INDIAN RD S  
 SARNIA

**Chargor(s)**

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

*Name* 2145744 ONTARIO LIMITED  
*Address for Service* 191 Keil Drive South, Chatham, Ontario,  
 N7M 6J5

I, Sarbjit Singh Dhillon, have the authority to bind the corporation.  
 This document is not authorized under Power of Attorney by this party.

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

*Name* BAJWA, GURCHARAN  
*Address for Service* 2480 Rideau Drive, Oakville, Ontario, L6H 7R1

**Provisions**

*Principal* \$2,000,000.00 *Currency* CDN  
*Calculation Period* monthly, interest only  
*Balance Due Date* 2019/11/01  
*Interest Rate* 11% per annum  
*Payments* \$18,333.33  
*Interest Adjustment Date* 2018 11 01  
*Payment Date* monthly on the 1st day of each month  
*First Payment Date* 2018 12 01  
*Last Payment Date* 2019 11 01  
*Standard Charge Terms* 200033  
*Insurance Amount* Full insurable value  
*Guarantor* Sarbjit Singh Dhillon and Mandhir Singh Dhillon

**Additional Provisions**

See Schedules

**Signed By**

Balpreet Singh Boparai 20 Maritime Ontario Blvd., Suite 215 acting for Signed 2018 10 09  
 215 Chargor(s)  
 Brampton  
 L6S 0E7

Tel 905-796-7526

Fax 905-796-7536

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

**Submitted By**

TSC LAW PROFESSIONAL CORPORATION 20 Maritime Ontario Blvd., Suite 215 2018 10 09  
 Brampton  
 L6S 0E7

Tel 905-796-7526

Fax 905-796-7536

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$63.65  
*Total Paid* \$63.65

## SCHEDULE "B"

### ADDITIONAL PROVISIONS/CLAUSES

For the purpose of this Mortgage (the "Mortgage"), the terms "Charge", "Chargor" and "Chargee" shall also mean "Mortgage", "Mortgagor" and "Mortgagee". "Property" or "Lands" shall mean the lands (which term shall include all buildings situate thereon, now or in the future) and premises secured hereunder and, if applicable, are the premises described in Box 5 of page 1 of the Charge/Mortgage herein. Headings in this Charge do not form part of the Charge but are used only for easy reference.

### TAX RECEIPTS

PROVIDED paid tax receipts are to be provided to the Mortgagee on a half yearly basis. The Mortgagee shall have the option, to be exercised in its sole discretion, to pay the property taxes directly and have the Mortgagor reimburse the amount of such payment forthwith after payment by the Mortgagee. In the event of the failure of the Mortgagor to comply with this covenant as aforesaid the Mortgagee shall be entitled to charge a reasonable administration fee for each written enquiry directed to such taxing authority, or the relevant taxation office for the purpose of ascertaining the status of the tax account pertaining to the Property, together with any costs payable to the said taxing authority for such information. Such administration fee is hereby agreed to be a fair and equitable one under the circumstances and is intended to cover the Mortgagee's administrative costs and shall not be deemed a penalty.

### NON-TRANSFERABLE/NON-ASSUMABLE

PROVIDED that in the event of the transfer, sale or other change of ownership of the Property, the Mortgage shall become due and payable forthwith. The Mortgage cannot be assigned, transferred or otherwise conveyed by the Mortgagor, without the prior written consent of the Mortgagee, which may be unreasonably withheld. The Mortgage cannot be transferred to another property.

### FURTHER ENCUMBRANCES

THE Mortgagor shall not grant or permit any further mortgages, charges, or encumbrances of any nature to be registered against the Property without the prior consent in writing of Mortgagee, which may be unreasonably withheld, and in the event of breach of this covenant the Mortgagee shall be entitled to commence default proceedings.

### INSPECTION

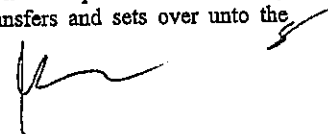
THE Mortgagee may, in the event of default by the Mortgagor(s) of any obligation under the Mortgage, or whenever the Mortgagee deems it necessary, itself or by its agent enter upon the subject property and inspect the same and the reasonable costs of such inspection including without limitation an inspection fee of \$350.00 each time shall be forthwith payable by the Mortgagor(s) to the Mortgagee

### RENOVATIONS

THE Mortgagor(s) agree not to renovate or rent any part of the Property without first obtaining the prior written approval of the Mortgagee.

### ASSIGNMENT OF RENTS

As additional security, in consideration of the sum of One Dollar and other good and valuable consideration now paid by the Mortgagee to the Mortgagor (the receipt whereof is hereby acknowledged) the Mortgagor hereby gives, grants, assigns, transfers and sets over unto the





Mortgagee all rents, both present and future, payable under any leases and agreements now or hereafter affecting the Property together with all rights, benefit and advantage to be derived therefrom to have and to hold the same unto the Mortgagee, its successors and assigns, absolutely.

**ASSIGNMENT, TRANSFER, SALE**

The Mortgagee has the right to assign, transfer or sell this Mortgage to any bank, trust company or other person without the consent of the Mortgagor.

**ADDITIONAL COVENANTS**

The Mortgagor shall diligently defend its title to the Property against the claims of all persons whomsoever. The Mortgagor will diligently maintain, repair and keep in good order and condition the Property and all buildings situate thereon and will carry on and conduct or will cause to be carried on and conducted its business as presently carried on in a proper and efficient manner.

**POSSESSION**

Upon default in payment of principal or interest under this Mortgage or in performance of any of the terms and conditions hereof, the Mortgagee may enter into and take possession of the Property free from all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Mortgagor or any other person whatsoever.

**RECEIVERSHIP**

If the Mortgagee becomes entitled to enter into possession of the Property the Mortgagee may in its discretion with or without entering the Property or any part thereof, by writing, appoint a receiver of the Property or any part thereof and of the rents and profits thereof and with or without security and may from time to time remove any receiver with or without appointing another in its stead, and in making such appointment or appointments the Mortgagee shall be deemed to be acting for the Mortgagor. Upon the appointment of any such receiver or receivers from time to time, and subject to the provisions of the instruments appointing such receiver, the following provisions shall apply:

- (a) every such receiver may, in the discretion of the Mortgagee and by writing, be vested with all or any of the powers and discretions of the Mortgagee;
- (b) every such receiver, so far as concerns the responsibility of its acts or omissions, be deemed the agent or attorney of the Mortgagor and not the agent of the Mortgagee (unless specifically appointed by the Mortgagee as the agent of the Mortgagee);
- (c) the appointment of every such receiver by the Mortgagee shall not incur or create any liability on the part of the Mortgagee to the receiver in any respect and such appointment or anything which may be done by any such receiver shall not have the effect of constituting the Mortgagee a mortgagee in possession in respect of the Property or any part thereof;
- (d) every receiver shall be the irrevocable agent or attorney of the Mortgagor (unless the Mortgagee specifically appoints such receiver as the agent for the Mortgagee) for the collection of all rents falling due in respect of the Property or any part thereof whether in respect of any tenancies created in priority to the Mortgage or subsequent thereto;
- (e) every such receiver shall from time to time have the power to lease any portion of the Property which may become vacant for such term and subject to such provisions as the receiver may deem advisable or expedient and in so doing every such receiver shall act as the attorney or agent for the Mortgagor (unless

specifically appointed by the Mortgagee as the agent or the Mortgagee) and such receiver shall have authority to execute under seal any lease of any such premises in the name of and on behalf of the Mortgagor and the Mortgagor undertakes to ratify and confirm whatever any such receiver may do in the Property;

- (f) every such receiver shall have full power to manage, operate, amend, repair, alter or extend the Property or any part thereof in the name of the Mortgagor for the purpose of securing the payment of rental from the Property or any part thereof; and
- (g) the Mortgagee may from time to time by writing fix the reasonable remuneration of every such receiver who shall be entitled to deduct the same out of the receipts from the Property or the proceeds thereof. No such receiver shall be liable to the Mortgagor to account for monies or damages other than cash received by him in respect of the Property or any part thereof and every such receiver shall apply such cash so received to pay in the following order:
  - (i) its commission or remuneration as receiver;
  - (ii) all expenses properly made or incurred by the receiver in connection with the management, operation, amendment, repair, alteration or extension of the Property or any part thereof;
  - (iii) money which may from time to time be or become charged on the Property in priority to this mortgage, and all taxes, rates, assessments, insurance premiums and every other proper expenditure made or incurred by it in respect of the Property or any part thereof;
  - (iv) in keeping in good standing all charges on the Property prior to this Mortgage;
  - (v) the Mortgagee in payment of all interest due or falling due under this Mortgage and the balance to be applied upon principal due and payable and secured by this Mortgage; and
  - (vi) thereafter any surplus remaining in the hands of every such receiver to the Mortgagor or its assigns.

#### SECURITY INTEREST IN CHATTELS

It is hereby mutually covenanted and agreed by and between the parties hereto that all chattels, erections and improvements, fixed or otherwise, now or hereafter put upon the Property and owned by the Mortgagor, including, but without limiting the generality of the foregoing, all drapes, lobby furniture, refrigerators and stoves, heating equipment, air-conditioning and ventilation equipment, blinds, storm windows and doors, window screens, etc. and all apparatus and equipment appurtenant thereto are and shall in addition to other fixtures thereon, be and become fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors, legal representatives and assigns, and all persons claiming thereunder and shall be a portion of the security for the indebtedness hereinbefore mentioned.

The Mortgagor covenants and agrees to execute and deliver to the Mortgagee, on demand, a security interest in all chattels, furnishings, equipment, appliances and all other personal property owned now or in the future by the Mortgagor and situate in or about the Property. The form and content of such security interest shall be acceptable to the Mortgagee. The Mortgagor agrees to pay all legal and other expenses incurred by the Mortgagee in connection with the preparation and registration of the security interest and any renewals thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charged hereunder, shall be added to the principal sum secured by the within charge if not paid by the Mortgagor.

ENVIRONMENTAL

The Chargee or agent of the Chargee may, at any time, before and after default, and for any purpose deemed necessary by the Chargee, enter upon the Property to inspect the Property and buildings thereon. Without in any way limiting the generality of the foregoing, the Chargee (or its respective agents) may enter upon the Property to conduct any environmental testing, site assessment, investigation or study deemed necessary the Chargee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the mortgage rate, shall be payable by the Chargor forthwith and shall be a charge upon the Property. The exercise of any of the powers enumerated in this clause shall not deem the Chargee, or its respective agents to be in possession, management or control of the Property.

In consideration of the advance of funds by the Chargee, the Chargor and the Guarantor (if applicable) hereby agree that, in addition to any liability imposed on the Chargor and Guarantor under any instrument evidencing or securing the loan indebtedness, the Chargor and Guarantor shall be jointly and severally liable for any and all of the cost, expenses, damages, or liabilities of the Chargee, its directors and officers (including, without limitation, all reasonable legal fees) directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Property of any hazardous or noxious substances and such liability shall survive foreclosure of the security for the loan and any other existing obligations of the Chargor and Guarantor to the Chargee in respect of the loan and any other exercise by the Chargee of any remedies available to them of any default under the Charge.

Except as disclosed in writing to the Chargee, the Chargor hereby represents and warrants that neither the Chargor, nor, to their knowledge, any other person, has ever caused or permitted any Hazardous Material (as hereinafter defined) to be placed, held located or disposed of on, under or at the Property and that its business and assets are operated in compliance with applicable laws intended to protect the environment (including, without limitation laws respecting the discharge, emission, spill or disposal of any Hazardous Materials) and that no enforcement actions in respect thereof are threatened or pending and covenants to cause any person permitted by the Chargor to use or occupy the Property or any part thereof to continue to so operate.

The Chargor hereby indemnifies the Chargee, its officers, directors, employees, agents and its shareholders and agrees to hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses and claims of any and every kind whatsoever (including, without limitation: (i) the costs of defending any/or counter-claiming over against third parties in respect of any action or matter; and (ii) any cost, liability or damage arising out of a settlement of any action entered into by the Chargee with the consent of the Chargor (which consent shall not be unreasonably withheld) which at any time or from time to time may be paid, incurred or asserted against any of them for, with respect to, or as direct result of, the presence on or under, or the discharge, emission, spill or disposal from, the Property or into any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material where it has been proven that the source of the Hazardous Material is the Property. The provisions of and undertakings and indemnification set out in this section shall survive the satisfaction and release of the security documents delivered by the Chargor in connection with this Charge and payment and satisfaction of the Mortgage and liability of the Chargor to the Chargee pursuant to this Agreement. The indemnity contained herein in favour of the Chargee shall enure to the benefit of the Chargee's successors and assignees of the Charge. For the purposes of this section "Hazardous Material" means any contaminant or pollutant or any substance that when released in the natural environment is likely to cause at some immediate or future time, material harm or degradation to the natural environment or material risk to human health and without restricting the generality of the foregoing, hazardous waste or dangerous goods as defined by applicable federal, provincial or municipal laws for the protection of the natural environment or human health.

The indemnity contained herein shall survive the repayment of the Mortgage and shall continue in full force and effect so long as the possibility of any such liability, claim or loss exists.

**BREACH OF COVENANT**

A breach of any covenant contained in this Charge shall constitute a default hereunder and at the option of the Chargee, it may avail itself of the remedies contained in this Charge or available at law.

**SEVERABILITY**

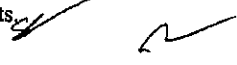
If any covenant, obligation or provision contained in this Charge, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Charge or the application of such covenant, obligation or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each covenant, obligation or provision of this Charge shall be separately valid and enforceable to the fullest extent permitted by law.

**CONFLICT/AMBIGUITY**

Where conflict or ambiguity exists or arises between any one or more of the provisions contained in this Schedule, in the registered charge or Schedule "A" to the registered charge and any one or more of the provisions contained in the standard charge terms, the provisions contained in Schedule "A" first and Schedule "B" second shall, to the extent of such conflict or ambiguity, be deemed to govern and prevail.

**CROSS DEFAULT**

The occurrence of an event of default under the provisions of this Charge, or pursuant to any other charge or security document between the Chargor and the Chargee, including any document pursuant to which the Chargor is a guarantor, shall be deemed to be an event of default under all such security documents and shall entitle the Chargee to pursue its remedies under any or all of the aforesaid security documents.



**THIS IS EXHIBIT "S" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*



LRO # 25 Construction Lien

Received as LA229126 on 2019 11 08 at 15:01

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 1

**Properties**

PIN 43226 - 0127 LT  
 Description PT LT 37-38 RANGE 6 PL 16 1/2 SARNIA CITY AS IN L916481 & L899212, AMENDED BY DECLARATION L901383; SARNIA  
 Address 203 INDIAN RD S  
 SARNIA

**Consideration**

Consideration \$67,037.25

**Claimant(s)**

Name DI COCCO CONTRACTORS (2015) INC.  
 Address for Service 550 McGregor Side Rd  
 Sarnia, ON  
 N7T 7H5

I, Martin Riley, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

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

**Statements**

Name and Address of Owner 2145744 Ontario Limited Name and address of person to whom lien claimant supplied services or materials 2145744 Ontario Limited Time within which services or materials were supplied from 2019/07/22 to 2019/10/25 Short description of services or materials that have been supplied Remove and Replace 3 entrances, asphalt and concrete Contract price or subcontract price 67037.25 Amount claimed as owing in respect of services or materials that have been supplied 67037.25

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

**Signed By**

Martin Boyle Riley 422 East Street North acting for Signed 2019 11 08  
 Sarnia Applicant(s)  
 N7T 6Y4

Tel 519-336-9999

Fax 519-336-9131

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

**Submitted By**

FRANCIS DE SENA PROFESSIONAL CORPORATION 422 East Street North 2019 11 08  
 Sarnia  
 N7T 6Y4

Tel 519-336-9999

Fax 519-336-9131

**Fees/Taxes/Payment**

Statutory Registration Fee \$65.05  
 Total Paid \$65.05

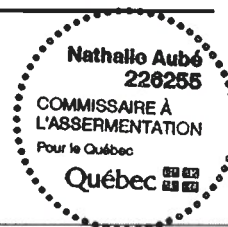
**File Number**

Claimant Client File Number : 47924

**THIS IS EXHIBIT "T" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*



POSTPONEMENT

TO: LAURENTIAN BANK OF CANADA

The Undersigned is at the date hereof the holder of certain security referred to in Schedule "A" hereto which secures indebtedness of 2145744 Ontario Limited, (the "Company") to the Undersigned. The security referred to in Schedule "A" hereto and all other security at any and from time to time held by the Undersigned and covering property of the Company or covering property of another but securing any obligations of the Company (whether or not the indebtedness referred to above) is hereinafter together referred to as the "Undersigned's Security". The Undersigned is advised that you have offered certain financing to the Company and you are at the date hereof the holder of certain security referred to in Schedule "B" hereto and that you have required as a condition of your dealings with the Company that the Undersigned execute these presents. The security referred to in Schedule "B" hereto and all other security at any time and from time to time held by you and covering property of the Company or covering property of another but securing any obligations of the Company (whether or not the financing referred to above) is hereinafter together referred to as the "Bank's Security".

In consideration of the premises and the sum of ONE (\$1.00) DOLLAR now paid by you to the Undersigned (the receipt whereof is hereby acknowledged), the Undersigned agrees that, notwithstanding any of the provisions of the Undersigned's Security or the time of the giving or perfection of any of such security, the Bank's Security shall have priority over the Undersigned's Security.

And these presents shall enure to the benefit of your successors and assigns and shall be binding upon the heirs, executors, administrators, successors and assigns of the Undersigned.

This Postponement shall be considered validly executed and delivered by us if we deliver an executed copy of this Postponement to Beber Professional Corporation by facsimile device or electronically. Such facsimile or electronic copy shall be deemed to have the same force and effect as an original executed Postponement.

IN WITNESS WHEREOF the Undersigned has duly executed these presents with effect and as of this 27 day of March, 2018.

CANADIAN IMPERIAL BANK OF COMMERCE

Per: 

Name:

RYAN MCINTYRE

Title:

AUTHORIZED SIGNATORY

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

Name:

Title:

We have authority to bind the Corporation



## SCHEDULE "A"

The Undersigned's Security

<u>Date of Document</u>	<u>Document Description and Parties</u>	<u>Registration Particulars</u>
June 24, 2014	GSA	Financing Statement registered under the <i>Personal Property Security Act</i> (Ontario) as Reference File No. 697391307, Registration No. 20140624 1135 1862 4733



## SCHEDULE "B"

The Bank's Security

<u>Date of Document</u>	<u>Document Description and Parties</u>	<u>Registration Particulars</u>
	General Security Agreement; General Assignment of Leases and Rents; and Such other security provided by the Company in favour of Laurentian Bank of Canada, from time to time	Financing Statement registered under the <i>Personal Property Security Act</i> (Ontario) as Reference File No. 737646039, Registration No. 20180327 1431 1530 4177 as a general registration for all security in favour of the Bank.

**THIS IS EXHIBIT "U" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



---

*A Commissioner etc.*





PERSONAL PROPERTY SECURITY REGISTRATION  
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Chaitons LLP (ACY)  
Reference : 64727  
Search ID : 748488  
Date Processed : 11/8/2019 2:21:23 PM  
Report Type : PPSA Electronic Response  
Search Conducted on : 2145754 Ontario Limited  
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE  
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT  
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

RESPONSE CONTAINS: APPROXIMATELY 5 FAMILIES and 19 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS  
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME  
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE  
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT  
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY  
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER  
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS  
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE  
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 5 ENQUIRY PAGE : 1 OF 19

SEARCH : BD : 2145754 ONTARIO LIMITED

00 FILE NUMBER : 697391343 EXPIRY DATE : 24JUN 2029 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :  
 REG NUM : 20140624 1137 1862 4735 REG TYP: P PPSA REG PERIOD: 5  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2145754 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 191 KEIL DRIVE SOUTH  
 CITY : CHATHAM PROV: ON POSTAL CODE: N7M 6J5  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 CANADIAN IMPERIAL BANK OF COMMERCE, CREDIT PROCESSING SERVICES  
 09 ADDRESS : 595 BAY STREET SUITE 500  
 CITY : TORONTO PROV: ON POSTAL CODE: M5G 2C2  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X X X X X X  
 YEAR MAKE MODEL V.I.N.

11

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GENERAL COLLATERAL DESCRIPTION

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15

16 AGENT: MILLER THOMSON LLP (MT)

17 ADDRESS : 295 HAGEY BLVD., SUITE 300

CITY : WATERLOO PROV: ON POSTAL CODE: N2L 6R5

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 5 ENQUIRY PAGE : 2 OF 19

SEARCH : BD : 2145754 ONTARIO LIMITED

FILE NUMBER 697391343

PAGE TOT REGISTRATION NUM REG TYPE  
 01 CAUTION : 01 OF 001 MV SCHED: 20190501 1443 1530 6385

21 REFERENCE FILE NUMBER : 697391343

22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 10 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: 2145754 ONTARIO LIMITED

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :						
CONS.	MV	DATE OF	NO FIXED					
GOODS	INVTRY	EQUIP	ACCTS	OTHER	INCL	AMOUNT	MATURITY OR	MAT DATE

10

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16 NAME : D+H LIMITED PARTNERSHIP

17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE

CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

END OF FAMILY

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 5 ENQUIRY PAGE : 3 OF 19

SEARCH : BD : 2145754 ONTARIO LIMITED

00 FILE NUMBER : 737646048 EXPIRY DATE : 27MAR 2028 STATUS :  
 01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
 REG NUM : 20180327 1431 1530 4178 REG TYP: P PPSA REG PERIOD: 10  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2145754 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 203 INDIAN ROAD SOUTH  
 CITY : SARNIA PROV: ON POSTAL CODE: N7T 3W3  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 LAURENTIAN BANK OF CANADA  
 09 ADDRESS : 130 ADELAIDE ST. W., SUITE 300  
 CITY : TORONTO PROV: ON POSTAL CODE: M5H 3P5  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X X X X  
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: D+H LIMITED PARTNERSHIP

17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE

CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

END OF FAMILY

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*



MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 5 ENQUIRY PAGE : 4 OF 19

SEARCH : BD : 2145754 ONTARIO LIMITED

00 FILE NUMBER : 753998022 EXPIRY DATE : 01AUG 2025 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 5 MV SCHEDULE ATTACHED :  
 REG NUM : 20190801 1106 1902 8399 REG TYP: P PPSA REG PERIOD: 06  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2145754 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 203 INDIAN RD S  
 CITY : SARNIA PROV: ON POSTAL CODE: N7T 3W3  
 05 IND DOB : IND NAME:  
 06 BUS NAME: EXPRESS STOP - SHELL  
 OCN :  
 07 ADDRESS : 203 INDIAN RD S  
 CITY : SARNIA PROV: ON POSTAL CODE: N7T 3W3

08 SECURED PARTY/LIEN CLAIMANT :  
 BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.  
 09 ADDRESS : 102-1465 NORTH SERVICE RD E  
 CITY : OAKVILLE PROV: ON POSTAL CODE: L6H 1A7  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X 30JUL2025  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 PURSUANT TO LEASE AGREEMENT 50006707, ALL PRESENT AND FUTURE  
 14 EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50006707 TOGETHER WITH ALL  
 15 ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,  
 16 AGENT: ESC CORPORATE SERVICES LTD.  
 17 ADDRESS : 201-1325 POLSON DRIVE  
 CITY : VERNON PROV: BC POSTAL CODE: V1T 8H2

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 5 ENQUIRY PAGE : 5 OF 19

SEARCH : BD : 2145754 ONTARIO LIMITED

00 FILE NUMBER : 753998022 EXPIRY DATE : 01AUG 2025 STATUS :  
 01 CAUTION FILING : PAGE : 002 OF 5 MV SCHEDULE ATTACHED :  
 REG NUM : 20190801 1106 1902 8399 REG TYP: REG PERIOD:  
 02 IND DOB : 30MAY1948 IND NAME: SARBJIT S DHILLON  
 03 BUS NAME:  
 OCN :  
 04 ADDRESS : 60 ROSE AVE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : 24FEB1961 IND NAME: MANDHIR S DHILLON  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS : 39 ROSE AV  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE,  
 14 ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY  
 15 DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,

16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 5 ENQUIRY PAGE : 6 OF 19

SEARCH : BD : 2145754 ONTARIO LIMITED

00 FILE NUMBER : 753998022 EXPIRY DATE : 01AUG 2025 STATUS :  
 01 CAUTION FILING : PAGE : 003 OF 5 MV SCHEDULE ATTACHED :  
 REG NUM : 20190801 1106 1902 8399 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2145754 ONTARIO LTD.  
 OCN :  
 04 ADDRESS : 203 INDIAN RD S  
 CITY : SARNIA PROV: ON POSTAL CODE: N7T 3W3  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 2145754 ONTARIO LIMITED  
 OCN :  
 07 ADDRESS : 191 KEIL DRIVE SOUTH  
 CITY : CHATHAM PROV: ON POSTAL CODE: N7M 6J5

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS,  
 14 ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF  
 15 TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY

16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 5 ENQUIRY PAGE : 7 OF 19

SEARCH : BD : 2145754 ONTARIO LIMITED

00 FILE NUMBER : 753998022 EXPIRY DATE : 01AUG 2025 STATUS :  
 01 CAUTION FILING : PAGE : 004 OF 5 MV SCHEDULE ATTACHED :  
 REG NUM : 20190801 1106 1902 8399 REG TYP: REG PERIOD:  
 02 IND DOB : 30MAY1948 IND NAME: SARBJIT DHILLON  
 03 BUS NAME:  
 OCN :  
 04 ADDRESS : 60 ROSE AVE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : 24FEB1961 IND NAME: MANDHIR DHILLON  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS : 39 ROSE AV  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR  
 14 COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF  
 15 THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 2 TAYLOR  
 16 AGENT:

17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 5 ENQUIRY PAGE : 8 OF 19

SEARCH : BD : 2145754 ONTARIO LIMITED

00 FILE NUMBER : 753998022 EXPIRY DATE : 01AUG 2025 STATUS :  
 01 CAUTION FILING : PAGE : 005 OF 5 MV SCHEDULE ATTACHED :  
 REG NUM : 20190801 1106 1902 8399 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME:  
 OCN :  
 04 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12  
 GENERAL COLLATERAL DESCRIPTION  
 13 349- SLUSH MACHINE 2 FB80-JUMBOTRON FOR 349 NP SLUSH 1 TAYLOR  
 14 FLAVOURBURST EQUIPMENT PACKAGE  
 15  
 16 AGENT:  
 17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

END OF FAMILY

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 5 ENQUIRY PAGE : 9 OF 19

SEARCH : BD : 2145754 ONTARIO LIMITED

00 FILE NUMBER : 756450189 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1157 1295 9828 REG TYP: P PPSA REG PERIOD: 03  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2145754 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 191 KEIL DRIVE SOUTH  
 CITY : CHATHAM PROV: ON POSTAL CODE: N7M 6J5  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 CANADIAN IMPERIAL BANK OF COMMERCE  
 09 ADDRESS : 595 BAY SREET, SUITE 500  
 CITY : TORONTO PROV: ON POSTAL CODE: M5G 2C2  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 NOTICE OF MAREVA ORDER COURT ORDER OF ONTARIO SUPERIOR COURT OF  
 14 JUSTICE, COURT FILE NO. CV-19-00628293-00CL, DATED SEPTEMBER 30,  
 15 2019, AS AMENDED BY COURT ORDER DATED OCTOBER 7, 2019, RESTRAINING  
 16 AGENT: SCARFONE HAWKINS LLP (19C0544)  
 17 ADDRESS : 1 JAMES ST. SOUTH, 14TH FL.  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8P 4R5

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 5 ENQUIRY PAGE : 10 OF 19

SEARCH : BD : 2145754 ONTARIO LIMITED

00 FILE NUMBER : 756450189 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1157 1295 9828 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME:  
 OCN :  
 04 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 THE NAMED DEBTORS FROM SELLING, REMOVING, DISSIPATING, ALIENATING,  
 14 TRANSFERRING, ASSIGNING, ENCUMBERING, OR SIMILARLY DEALING WITH ANY  
 15 ASSETS, WHEREVER SITUATE.

16 AGENT:

17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

END OF FAMILY

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 11 OF 19

SEARCH : BD : 2145754 ONTARIO LIMITED

00 FILE NUMBER : 756457947 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 9 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1440 1295 9834 REG TYP: P PPSA REG PERIOD: 03  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2145744 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 191 KEIL DRIVE SOUTH  
 CITY : CHATHAM PROV: ON POSTAL CODE: N7M 6J5  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 2145754 ONTARIO LIMITED  
 OCN :  
 07 ADDRESS : 191 KEIL DRIVE SOUTH  
 CITY : CHATHAM PROV: ON POSTAL CODE: N7M 6J5

08 SECURED PARTY/LIEN CLAIMANT :  
 CANADIAN IMPERIAL BANK OF COMMERCE  
 09 ADDRESS : 595 BAY SREET, SUITE 500  
 CITY : TORONTO PROV: ON POSTAL CODE: M5G 2C2  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 NOTICE OF MAREVA ORDER COURT ORDER OF ONTARIO SUPERIOR COURT OF  
 14 JUSTICE, COURT FILE NO. CV-19-00628293-00CL, DATED SEPTEMBER 30,  
 15 2019, AS AMENDED BY COURT ORDER DATED OCTOBER 7, 2019, RESTRAINING  
 16 AGENT: SCARFONE HAWKINS LLP (19C0544)  
 17 ADDRESS : 1 JAMES ST. SOUTH, 14TH FL.  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8P 4R5

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*



MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 12 OF 19

SEARCH : BD : 2145754 ONTARIO LIMITED

00 FILE NUMBER : 756457947 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 002 OF 9 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1440 1295 9834 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 1552838 ONTARIO INC.  
 OCN :  
 04 ADDRESS : 4059 SANDWICH STREET  
 CITY : WINDSOR PROV: ON POSTAL CODE: N9C 1C4  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 2189788 ONTARIO INC.  
 OCN :  
 07 ADDRESS : 1527 PROVINCIAL ROAD  
 CITY : TILSBURY PROV: ON POSTAL CODE: N8W 5V7

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 THE NAMED DEBTORS FROM SELLING, REMOVING, DISSIPATING, ALIENATING,  
 14 TRANSFERRING, ASSIGNING, ENCUMBERING, OR SIMILARLY DEALING WITH ANY  
 15 ASSETS, WHEREVER SITUATE.

16 AGENT:

17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 13 OF 19

SEARCH : BD : 2145754 ONTARIO LIMITED

00 FILE NUMBER : 756457947 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 003 OF 9 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1440 1295 9834 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2123618 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 191 KEIL DRIVE SOUTH  
 CITY : CHATHAM PROV: ON POSTAL CODE: N7M 6J5  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 1849722 ONTARIO LTD.  
 OCN :  
 07 ADDRESS : 2097 LONDON LINE  
 CITY : SARNIA PROV: ON POSTAL CODE: N7T 7H2

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12  
 GENERAL COLLATERAL DESCRIPTION  
 13  
 14  
 15  
 16 AGENT:  
 17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 14 OF 19

SEARCH : BD : 2145754 ONTARIO LIMITED

00 FILE NUMBER : 756457947 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 004 OF 9 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1440 1295 9834 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2469244 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 21 LAURENTIA DRIVE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 2364507 ONTARIO LIMITED  
 OCN :  
 07 ADDRESS : 39 ROSE AVE., P.O. BOX 1176  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12  
 GENERAL COLLATERAL DESCRIPTION  
 13  
 14  
 15  
 16 AGENT:  
 17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 15 OF 19

SEARCH : BD : 2145754 ONTARIO LIMITED

00 FILE NUMBER : 756457947 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 005 OF 9 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1440 1295 9834 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 1254044 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 60 ROSE AVENUE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 2612550 ONTARIO LIMITED  
 OCN :  
 07 ADDRESS : 3613 QUEENS LINE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12  
 GENERAL COLLATERAL DESCRIPTION  
 13  
 14  
 15  
 16 AGENT:  
 17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 16 OF 19

SEARCH : BD : 2145754 ONTARIO LIMITED

00 FILE NUMBER : 756457947 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 006 OF 9 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1440 1295 9834 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2541899 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 3613 QUEENS LINE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 2571279 ONTARIO INC.  
 OCN :  
 07 ADDRESS : 22216 BLOOMFIELD ROAD  
 CITY : CHATHAM PROV: ON POSTAL CODE: N7M 5J6

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12  
 GENERAL COLLATERAL DESCRIPTION  
 13  
 14  
 15  
 16 AGENT:  
 17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 17 OF 19

SEARCH : BD : 2145754 ONTARIO LIMITED

00 FILE NUMBER : 756457947 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 007 OF 9 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1440 1295 9834 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2541900 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 3613 QUEENS LINE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 2587984 ONTARIO INC.  
 OCN :  
 07 ADDRESS : 22216 BLOOMFIELD ROAD  
 CITY : CHATHAM PROV: ON POSTAL CODE: N7M 5J6

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12  
 GENERAL COLLATERAL DESCRIPTION  
 13  
 14  
 15  
 16 AGENT:  
 17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 18 OF 19

SEARCH : BD : 2145754 ONTARIO LIMITED

00 FILE NUMBER : 756457947 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 008 OF 9 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1440 1295 9834 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2561534 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 3613 QUEENS LINE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 2431264 ONTARIO INC.  
 OCN :  
 07 ADDRESS : 5906 OIL HERITAGE ROAD  
 CITY : WYOMING PROV: ON POSTAL CODE: N0N 1T0

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12  
 GENERAL COLLATERAL DESCRIPTION  
 13  
 14  
 15  
 16 AGENT:  
 17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2145754 Ontario Limited

FILE CURRENCY: November 7, 2019

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 19 OF 19

SEARCH : BD : 2145754 ONTARIO LIMITED

00 FILE NUMBER : 756457947 EXPIRY DATE : 11OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 009 OF 9 MV SCHEDULE ATTACHED :  
 REG NUM : 20191011 1440 1295 9834 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2542372 ONTARIO LIMITED  
 OCN :  
 04 ADDRESS : 60 ROSE AVENUE, BOX 1618  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12  
 GENERAL COLLATERAL DESCRIPTION  
 13  
 14  
 15  
 16 AGENT:  
 17 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 LAST SCREEN

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*



**THIS IS EXHIBIT "V" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*





LIMITED, 1552838 ONTARIO INC., 2189788 ONTARIO INC., 2123618 ONTARIO LIMITED, 1849722 ONTARIO LTD, 2469244 ONTARIO LIMITED, 2364507 ONTARIO LIMITED, 1254044 ONTARIO LIMITED and 2612550 ONTARIO LIMITED (collectively the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record dated September 30, 2019 and on hearing the submissions of counsel for the applicant, counsel for BDO Canada Limited in its capacity as proposed receiver, and upon being advised that counsel for certain of the Debtors was given notice of this motion, and on reading the consent of BDO Canada Limited to act as the Receiver,

**SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

**APPOINTMENT**

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

**RECEIVER'S POWERS**

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality

of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, investigators, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
- (l) without the approval of this Court in respect of any transaction not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and

- (m) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- (n) and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (o) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (p) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (q) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (r) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (s) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

- (t) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (u) to provide copies of any materials that Grant Thornton Limited requests, and which the Receiver believes, acting reasonably, the Grant Thornton requires, which may be of assistance or required as part of Grant Thornton's engagement by the Plaintiff to conduct a forensic investigation. Materials shall include but shall not be limited to electronic records or information contained therein.
- (v) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

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

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing



the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that all Persons are hereby enjoined and restrained from in any way altering, concealing, defacing, destroying, discarding, erasing or otherwise tampering or adversely dealing with any of the Property of the Debtors or from removing any Property out of the ordinary course of business, from the premises of the Debtors without the prior written consent of the Receiver.

8. THIS COURT ORDERS that any security personnel engaged by the Receiver pursuant to paragraph 3(b) herein shall be authorized and entitled, but not required, to escort or remove any Persons onto or from the Property of the Debtors as the Receiver may in its sole discretion consider it necessary or desirable to escort or remove.

9. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

**OBLIGATIONS OF THE DEBTORS AND OTHERS**

10. THIS COURT ORDERS that all of the current and former directors, officers, employees, agents, accountants, and shareholders of the Debtors, and all other persons acting on their instructions or behalf and all persons with notice of this order are hereby restrained from:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with the Property, wherever situate, without prior approval of the Receiver;
- (b) instructing, requesting, counselling, demanding , or encouraging any other person to do the acts identified in subparagraph 10(a) above; and
- (c) facilitating, assisting in, aiding, abetting, or participating in any of the activities subparagraph 10(a) above.

without prior written instructions from the Receiver.

**NO PROCEEDINGS AGAINST THE RECEIVER**

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

**NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

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

**NO EXERCISE OF RIGHTS OR REMEDIES**

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

**NO INTERFERENCE WITH THE RECEIVER**

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

**CONTINUATION OF SERVICES**

15. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current

telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

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

### **EMPLOYEES**

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

**PIPEDA**

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

**LIMITATION ON ENVIRONMENTAL LIABILITIES**

19. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental**

**Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

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

#### **RECEIVER'S ACCOUNTS**

21. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

23. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

24. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$5,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

25. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

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

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

#### **SERVICE AND NOTICE**

28. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL [www.extranets.bdo.ca/eagletravelplaza](http://www.extranets.bdo.ca/eagletravelplaza).



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

**GENERAL**

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

31. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

32. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

33. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located,

for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

34. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.

35. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

36. THIS COURT ORDERS that, until further Order of this Court, the Motion Record in support of this Motion shall be sealed and not form part of the public record and any persons served with a copy of it shall keep it and its contents confidential and shall not disclose its contents to any person except their legal counsel.



---

C. Irwin  
Registrar

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

OCT 04 2019

PER / PAR: 

**Schedule "A"****RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Order") made in an action having Court file number \_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the

*Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

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

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

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

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[RECEIVER'S NAME], solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per:

\_\_\_\_\_  
Name:

Title:

CANADIAN IMPERIAL BANK OF COMMERCE  
Plaintiff

-and- SIMRANJIT DHILLON et al.  
Defendants

Court File No. CV-19-00628293-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**ORDER**

**LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP**

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Jessica Kras (77700K)

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Lawyers for the Plaintiff

**THIS IS EXHIBIT "W" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*



Court File No. CV-19-00628293-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR.	)	MONDAY THE 7 <sup>TH</sup>
	)	
JUSTICE HAINEY	)	DAY OF OCTOBER, 2019

BETWEEN:

*(Court Seal)*

CANADIAN IMPERIAL BANK OF COMMERCE

Plaintiff

and

SIMRANJIT DHILLON, MANDHIR DHILLON, SARBJIT DHILLON,  
MANDEEP DHILLON, 908593 ONTARIO LIMITED, operating as Eagle Travel  
Plaza, 1393382 ONTARIO LIMITED, 2145744 ONTARIO LIMITED, 2145754  
ONTARIO LIMITED, 1552838 ONTARIO INC., 2189788 ONTARIO INC.,  
2123618 ONTARIO LIMITED, 1849722 ONTARIO LTD., 2469244 ONTARIO  
LIMITED, 2364507 ONTARIO LIMITED, 1254044 ONTARIO LIMITED and  
2612550 ONTARIO LIMITED

Defendants

**ORDER****(Amending Mareva Order dated September 30, 2019)**

THIS MOTION, made by the Plaintiff was heard this day at the court house, 361 University Avenue, 9th Floor, Toronto, Ontario, M5G 1R7.


ON READING the Motion Record and on hearing the submissions of the lawyers for the Plaintiff, the Receiver and lawyers for Mandhir Dhillon, Sarbjit Dhillon, Mandeep Dhillon (the “**Individual Defendants**”) and certain of the corporate defendants,

1. **THIS COURT ORDERS** that this Court's Mareva Order dated September 30, 2019 ("Mareva Order") is hereby varied in accordance with the terms of this Order.
  
2. **THIS COURT ORDERS** that the assets of the Defendants subject to the Mareva Order shall include, but shall not be limited to, the assets of the following corporations that are not named as defendants:
  - (a) 2541899 Ontario Ltd.;
  - (b) 2571279 Ontario Inc.;
  - (c) 2541900 Ontario Ltd.;
  - (d) 2587984 Ontario Inc.;
  - (e) 2561534 Ontario Ltd.;
  - (f) 2431264 Ontario Inc.;
  - (g) 2542372 Ontario Inc.; and
  - (h) 2034039 Ontario Inc.
  
3. **THIS COURT ORDERS** that for greater certainty the assets subject to the Mareva Order include, but are not limited to, the assets set out in Appendix "A" to this Order.
  
4. **THIS COURT ORDERS** that the addition of the assets in paragraph 2 and 3 of this Order is without prejudice to the Defendants' right to seek to vary or discharge this Order in accordance with paragraph 11 of the Mareva Order.



5. **THIS COURT ORDERS** that funds in the amount of \$1,000,000 CAD be transferred from the 2561534 Ontario Inc. Meridian Credit Union account bearing account number 100322882 to the trust account of Lax O'Sullivan Lissus Gottlieb LLP ("**LOLG**") on behalf of the Defendants for the payment of legal fees and disbursements incurred to date and to act as a monetary retainer for legal fees and disbursements yet to be incurred in relation to this matter or other legal matters related to the allegations in this proceeding against the Defendants and the payment of such funds by the Defendants solely for the purposes of legal fees and disbursements is hereby approved.
6. **THIS COURT ORDERS** that **LOLG** is authorized to transfer any portion of the funds referred to in paragraph 5 from its trust account to another law firm's trust account for related legal fees and disbursements.
7. **THIS COURT ORDERS** that Meridian Credit Union shall freeze and prevent any removal or transfer of any monies or assets of the Defendant or of any companies referred to in paragraph 2 but shall permit and authorize the release of funds in the amount set out at paragraph 5 above.
8. **THIS COURT ORDERS** that notwithstanding paragraph 5 of the Mareva Order, the Individual Defendants shall, on or before October 8, 2019, provide a sworn statement describing the nature, value and location of their assets worldwide, whether in his own name or not and whether solely or jointly owned.

9. **THIS COURT ORDERS** that, until further Order of this Court, the Motion Record in support of this Motion shall be sealed and not form part of the public record and any persons served with a copy of it shall keep it and its contents confidential and shall not disclose its contents to any person except their legal counsel.

  
\_\_\_\_\_  
(Signature of Judge)

## SCHEDULE "A"

### REAL PROPERTY

Property Address/Location	Nature of Property	PIN
3613 Queens Line Tilbury	Esso Gas Station (On the Run & Restaurant)	00809-0087 (LT)
1670 London Line Road, Sarnia	Esso Gas Station	43138-0087 (LT)
2097 London Line Road, Sarnia	Esso Gas Station	43132-0051 (LT)
22216 Bloomfield Road, Chatham	Truck Stop and Esso Gas Station (Pizza Pizza and Subway)	00877-0040 (LT)
203 Indian Road, Sarnia	Shell Gas Station	43226-0127 (LT)
60 Rose Ave Tilbury, ON	Residential Home	00805-0194 (LT)
39 Rose Avenue Tilbury, ON	Residential Home	00805-0148 (LT)
1527 Provincial Road, Windsor	Esso Gas Station	01560-2611 (LT)
1537 Provincial Road, Windsor		01560-2703 (LT)
12774 Innis Lake Road, Caledon, Ontario	Appearance of Large Residential Home	14348-0039 (LT)
21 Laurentia Drive, Tilbury, Ontario	Residential Home	00805-0259(LT)
0 Humber Station Road, Caledon	Vacant Land	14326-0055(LT)
Property owned Hwy 50 and Castlemore Road		14213-0053 (LT)
PT LT 6, CON 7 ND (TOR.GORE) DES PTS 1 & 2, PL 43R35777; SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, PL 43R35777 AS IN PR2264406; CITY OF BRAMPTON		14209-1729(LT)
PART LOT 18 CON 2 EHS (CHING) AND PART BLOCK 202 PLAN 43M1800 DESIGNATED AS PART 2 PLAN 43R37497; TOWN OF CALEDON		14235-5806(LT)
PT LT 16 CON 5 PLYMPTON PT 1, 25R7472 & PT 1, 25R5839 EXCEPT PT 1, 25R7478; PLYMPTON-WYOMING		43104-0011(LT)

Property Address/Location	Nature of Property	PIN
5470 Walker Road, Tecumseh	[Notice of Lease to Parkland Fuel Corporation]	70622-0310(LT)
258 Merritt Avenue, Chatham	Residential Home	00524-0177(LT)
58 Partridge Crescent, Chatham, ON	Residential Home	00532-0493 (LT)
56 Partridge Crescent, Chatham ON	Residential Home	00535-0429 (LT)
22 Lark Street, Chatham, ON	Residential Home	00532-0063 (LT)

**MOTOR VEHICLES**

Year/Make/Model	VIN Number	Known Creditors / PPSA Registration Information
2017 Acura RDX	VIN: 5J8TB4H59HL800841	Honda Canada Finance Inc. Registered on 2016/07/26 Maturity Date: 2020/07/20
2016 Cadillac Escalade AWD	VIN: 1GYS4CKJ9GR313326	GM Financial Canada Leasing Ltd. Registered on 2016/05/12 Maturity Date: 2020/05/04
2018 Lexus RX350L	VIN: JTJDKCA1J20009591	Toyota Credit Canada Inc. Registered on 2018/08/03 Maturity Date: 2023/07/31
2017 Audi A4 Prograssiv	VIN: WAUBNAF41HN052730	VW Credit Canada Inc. Registered on 2018/10/16 Maturity Date: 2023/10/04
2016 Volvo 670	VIN: 4V4NC9EHXJN889186	TPINE LEASING CAPITAL CORPORATION Registered on: 2017/09/14
2018 Lexus GX470	VIN: JTJJM7FX5J5189350	Toyota Credit Canada Inc. Registered on: 2018/01/05

CANADIAN IMPERIAL BANK OF COMMERCE  
Plaintiff

-and-

SIMRANJIT DHILLON et al.  
Defendants

Court File No. CV-19-00628293-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**ORDER**

**LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP**

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**Jessica Kras (77700K)**

Tel: (416) 865-3718  
Fax: (416) 865-6773  
Email: [jkras@litigate.com](mailto:jkras@litigate.com)

Lawyers for the Plaintiff

**THIS IS EXHIBIT "X" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*



Court File No. CV-19-00628293-00CL

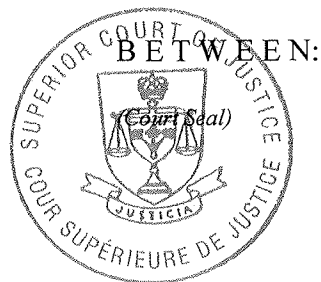
**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE )

WEDNESDAY THE 30<sup>th</sup>

MR. JUSTICE HAINEY )

DAY OF OCTOBER 30, 2019



CANADIAN IMPERIAL BANK OF COMMERCE

Plaintiff

and

SIMRANJIT DHILLON, MANDHIR DHILLON, SARBJIT DHILLON,  
MANDEEP DHILLON, 908593 ONTARIO LIMITED, operating as Eagle Travel  
Plaza, 1393382 ONTARIO LIMITED, 2145744 ONTARIO LIMITED, 2145754  
ONTARIO LIMITED, 1552838 ONTARIO INC., 2189788 ONTARIO INC.,  
2123618 ONTARIO LIMITED, 1849722 ONTARIO LTD., 2469244 ONTARIO  
LIMITED, 2364507 ONTARIO LIMITED, 1254044 ONTARIO LIMITED and  
2612550 ONTARIO LIMITED

Defendants

**ORDER**

**(Further Particularizing Assets of Defendants Subject to Mareva Order)**

THIS MOTION, made by the Plaintiff was heard this day at the court house, 330  
University Avenue, 9th Floor, Toronto, Ontario, M5G 1R7.

ON READING the Motion Record and on hearing the submissions of the lawyer(s) for the  
parties,

-2-

1. **THIS COURT ORDERS** that this Court's Mareva Order dated September 30, 2019 ("Mareva Order") is hereby varied in accordance with the terms of this Order.

2. **THIS COURT ORDERS** that the assets of the Defendants subject to the Mareva Order shall include, but shall not be limited to, the assets of the following additional corporations that are not named as defendants:

- (a) 1107943 Ontario Inc.;
- (b) 1786675 Ontario Limited;
- (c) 1797598 Ontario Ltd.;
- (d) 1325109 Ontario Limited;
- (e) 2660556 Ontario Limited;
- (f) 2665448 Ontario Ltd.;
- (g) 5009771 Ontario Limited; and
- (h) 5009770 Ontario Limited.

3. **THIS COURT ORDERS** for clarity, that the assets of the Defendants subject to the Mareva Order, continue to include the assets of the corporations that are not named as defendants previously listed in this Court's Order Amending the Mareva Order dated October 7, 2019, namely:

- (a) 2541899 Ontario Ltd.;



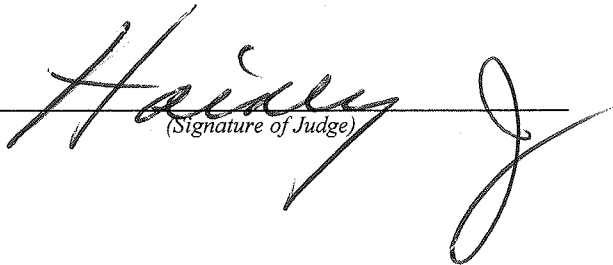
-3-

- (b) 2571279 Ontario Inc.;
- (c) 2541900 Ontario Ltd.;
- (d) 2587984 Ontario Inc.;
- (e) 2561534 Ontario Ltd.;
- (f) 2431264 Ontario Inc.;
- (g) 2542372 Ontario Inc.; and
- (h) 2034039 Ontario Inc.

4. **THIS COURT ORDERS** that the assets of the Defendant subject to the Mareva Order continue to include, but shall be not be limited to, the assets listed as Schedule “A” to this Court’s Order Amending the Mareva Order dated October 7, 2019, which is reproduced as Schedule A” to this Order for ease of reference.

5. **THIS COURT ORDERS**, for greater clarity, that nothing in this Order varies this Court’s Order Amending the Mareva Order dated October 22, 2019.

6. **THIS COURT ORDERS** that, until further Order of this Court, the Motion Record in support of this Motion shall be sealed and not form part of the public record and any persons served with a copy of it shall keep it and its contents confidential and shall not disclose its contents to any person except their legal counsel.

  
(Signature of Judge)

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

OCT 31 2019

PER / PAR: 

## SCHEDULE "A"

### REAL PROPERTY

<u>Property Address/Location</u>	<u>Nature of Property</u>	<u>PIN</u>
3613 Queens Line Tilbury	Esso Gas Station (On the Run & Restaurant)	00809-0087 (LT)
1670 London Line Road, Sarnia	Esso Gas Station	43138-0087 (LT)
2097 London Line Road, Sarnia	Esso Gas Station	43132-0051 (LT)
22216 Bloomfield Road, Chatham	Truck Stop and Esso Gas Station (Pizza Pizza and Subway)	00877-0040 (LT)
203 Indian Road, Sarnia	Shell Gas Station	43226-0127 (LT)
60 Rose Ave Tilbury, ON	Residential Home	00805-0194 (LT)
39 Rose Avenue Tilbury, ON	Residential Home	00805-0148 (LT)
1527 Provincial Road, Windsor	Esso Gas Station	01560-2611 (LT)
1537 Provincial Road, Windsor		01560-2703 (LT)
12774 Innis Lake Road, Caledon, Ontario	Appearance of Large Residential Home	14348-0039 (LT)
21 Laurentia Drive, Tilbury, Ontario	Residential Home	00805-0259(LT)
0 Humber Station Road, Caledon	Vacant Land	14326-0055(LT)
Property owned Hwy 50 and Castlemore Road		14213-0053 (LT)
PT LT 6, CON 7 ND (TOR.GORE) DES PTS 1 & 2, PL 43R35777; SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, PL 43R35777 AS IN PR2264406; CITY OF BRAMPTON		14209-1729(LT)
PART LOT 18 CON 2 EHS (CHING) AND PART BLOCK 202 PLAN 43M1800 DESIGNATED AS PART 2 PLAN 43R37497; TOWN OF CALEDON		14235-5806(LT)

-6-

Property Address/Location	Nature of Property	PIN
PT LT 16 CON 5 PLYMPTON PT 1, 25R7472 & PT 1, 25R5839 EXCEPT PT 1, 25R7478; PLYMPTON-WYOMING		43104-0011(LT)
5470 Walker Road, Tecumseh	[Notice of Lease to Parkland Fuel Corporation]	70622-0310(LT)
258 Merritt Avenue, Chatham	Residential Home	00524-0177(LT)
58 Partridge Crescent, Chatham, ON	Residential Home	00532-0493 (LT)
56 Partridge Crescent, Chatham ON	Residential Home	00535-0429 (LT)
22 Lark Street, Chatham, ON	Residential Home	00532-0063 (LT)

**MOTOR VEHICLES**

Year/Make/Model	VIN Number	Known Creditors / PPSA Registration Information
2017 Acura RDX	VIN: 5J8TB4H59HL800841	Honda Canada Finance Inc. Registered on 2016/07/26 Maturity Date: 2020/07/20
2016 Cadillac Escalade AWD	VIN: 1GYS4CKJ9GR313326	GM Financial Canada Leasing Ltd. Registered on 2016/05/12 Maturity Date: 2020/05/04
2018 Lexus RX350L	VIN: JTJDZKCA1J20009591	Toyota Credit Canada Inc. Registered on 2018/08/03 Maturity Date: 2023/07/31
2017 Audi A4 Progressiv	VIN: WAUBNAF41HN052730	VW Credit Canada Inc. Registered on 2018/10/16 Maturity Date: 2023/10/04
2016 Volvo 670	VIN: 4V4NC9EHXJN889186	TPINE LEASING CAPITAL CORPORATION Registered on: 2017/09/14
2018 Lexus GX470	VIN: JTJJM7FX5J5189350	Toyota Credit Canada Inc. Registered on: 2018/01/05

CANADIAN IMPERIAL BANK OF COMMERCE  
Plaintiff

-and- SIMRANJIT DHILLON et al.  
Defendants

Court File No. CV-19-00628293-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**ORDER**

**LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP**

Barristers  
Suite 2600  
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**J. Thomas Curry (25740V)**

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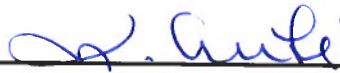
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Lawyers for the Plaintiff

**THIS IS EXHIBIT "Y" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*



Court File No. CV-19-00629058-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR. ) WEDNESDAY THE 30<sup>th</sup>  
 )  
JUSTICE HAINEY ) DAY OF OCTOBER, 2019

BANK OF MONTREAL

Applicant

- and -

1254044 ONTARIO LIMITED, 2431264 ONTARIO INC.,  
2189788 ONTARIO INC., 1552838 ONTARIO INC.

Respondents

APPLICATION UNDER Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3,  
and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

**ORDER**

THIS MOTION brought by the Applicant for an Order:

- (a) amending the title of proceeding in this application to add as parties respondent 1786675 Ontario Limited (“178”), 2034039 Ontario Inc. (“203”), 2660556 Ontario Limited (“266”), 2541899 Ontario Limited (“1899”) and 2542372 Ontario Inc. (“254”);
- (b) amending the order of the Honourable Mr. Justice Hainey made October 16, 2019 in this proceeding (the “**Appointment Order**”) to appoint MNP Ltd. (“MNP”) as receiver, without security, of the present and future property, assets and undertaking of 178, 203, 266 and 1899;

- (c) increasing the borrowing charge granted pursuant to the Appointment Order; and
- (d) sealing the motion record filed on this motion,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Jason Henderson sworn October 24, 2019 and the Exhibits thereto and on hearing the submissions of counsel for Bank of Montreal,

### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

### **AMENDMENT OF TITLE OF PROCEEDING**

2. THIS COURT ORDERS that the title of proceeding be amended to add as parties respondent 254, 178, 203, 266 and 1899.

### **AMENDMENT OF APPOINTMENT ORDER**

3. THIS COURT ORDERS that the Appointment Order be amended as follows:

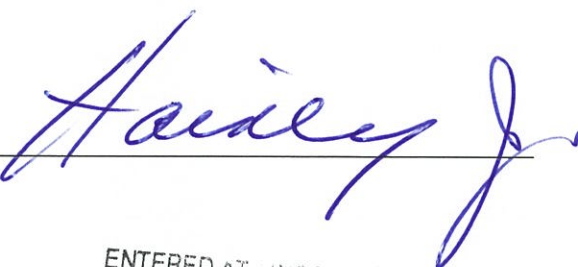
- (a) The definition of “Debtors” set out in the preamble of the Appointment Order be and hereby is amended to add as Debtors 178, 203, 266 and 1899;
- (b) Paragraph 29 of the Appointment Order be and hereby is amended to delete therein the figure “\$1,000,000” and substitute for same the figure “\$5,000,000”.

4. THIS COURT ORDERS that the Appointment Order be and hereby is amended and restated in the form attached hereto as Schedule “A” and that such amendments are effective from the date of this order.



**SEALING ORDER**


5. THIS COURT ORDERS until further Order of this Court, the Motion Record in support of this Motion shall be sealed and not form part of the public record and any persons served with a copy of it shall keep it and its contents confidential and shall not disclose its contents to any person except their legal counsel.



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OCT 30 2019

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## SCHEDULE "A"

Court File No. CV-19-00629058-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR.	)	WEDNESDAY THE 16 <sup>th</sup>
	)	
JUSTICE HAINEY	)	DAY OF OCTOBER, 2019

BANK OF MONTREAL

Applicant

- and -

1254044 ONTARIO LIMITED, 2431264 ONTARIO INC.,  
2189788 ONTARIO INC., 1552838 ONTARIO INC., 2542372 ONTARIO INC.,  
1786675 ONTARIO LIMITED, 2034039 ONTARIO INC.  
2660556 ONTARIO LIMITED and 2541899 ONTARIO LIMITED

Respondents

APPLICATION UNDER Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3,  
and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

**ORDER**  
**(appointing Receiver)**

THIS APPLICATION brought by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing MNP Ltd. as receiver (in such capacity, the "Receiver") without security, of all of the assets, undertakings and properties of 1254044 Ontario Limited ("125"), 2431264 Ontario Inc. ("243"), 2189788 Ontario Inc. ("218"), 1552838 Ontario Inc. ("155"), 2542372 Ontario Inc. ("254"), 1786675 Ontario Limited ("178"), 2034039 Ontario Inc. ("203"), 2660556 Ontario Limited ("266") and 2541899 Ontario Limited ("1899") (collectively the "Debtors") acquired for, or used in relation to businesses carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario (such appointment hereinafter being referred to as the "Receivership"). For certainty, the Debtors as referred to in this Order specifically do not refer

to any other entities other than 125, 243, 218, 155, 254, 178, 203, 266 and 1899 and do not refer to any entities under an order of receivership in the CIBC Action defined below.

ON READING the affidavit of Jason Henderson sworn October 10, 2019 and the Exhibits thereto and on hearing the submissions of counsel for Bank of Montreal,

### **SERVICE**

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

### **DISCHARGE OF RECEIVER IN THE CIBC ACTION**

2. THIS COURT ORDERS that BDO Canada Limited, appointed by order of the Honourable Mr. Justice Hainey dated September 30, 2019 in court file no. CV-19-00628293-00CL (the “**CIBC Action**”) as receiver of the assets, undertakings and properties of, among other parties, 125, 218 and 155, is hereby discharged as receiver of 125, 218 and 155 effective as of 1:00 p.m. (Toronto time) on the date of this Order.

~~3. THIS COURT ORDERS AND DECLARES that BDO Canada Limited is hereby released and discharged from any and all liability that BDO Canada Limited now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of BDO Canada Limited while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, BDO Canada Limited is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.~~

4. THIS COURT ORDERS that BDO Canada Limited shall be reimbursed for amounts set out in a payment agreement among BDO Canada Limited, CIBC and BMO, in accordance with that agreement, and that said amounts shall be deemed to have been borrowed under this Receivership and have the benefit of the Receiver's Borrowings Charge.

5. THIS COURT ORDERS that, other than as provided in this paragraph, nothing in this Order shall affect the charge granted in favour of BDO Canada Limited (the “**CIBC Receiver**”) in the CIBC Action (the “**CIBC Receiver’s Charge**”), including the assets pursuant to which such charge was granted, and that the CIBC Receiver’s Charge and the receiver’s borrowing charge granted in the CIBC Action shall rank *pari passu* with the Receiver’s Charge and the Receiver’s Borrowing Charge (as those terms are defined herein) granted in this Order as they pertain to the Property subject to this Receivership only. For the purpose of this paragraph, the charges in favour of BDO Canada Limited shall apply for the time period from September 30, 2019 to and including the date of this Order.

#### APPOINTMENT

6. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the *CJA*, MNP Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors, 125, 243, 218, 155 <sup>178, 203, 266 and 1899</sup> and 254, acquired for, or used in relation to businesses carried on by the Debtors, including all proceeds thereof (the “**Property**”).

7. THIS COURT ORDERS that the appointment of the Receiver hereunder is effective notwithstanding an order of the Honourable Mr. Justice Hainey made in the CIBC Action dated October 7, 2019 amending an order dated September 30, 2019 granting to Canadian Imperial Bank of Commerce a Mareva injunction (collectively the “**Mareva Order**”) and nothing in the Mareva Order shall impair the powers of the Receiver as granted herein, save and except that all bank accounts and bank account balances of the Debtors, 125, 243, 218, 155 <sup>178, 203, 266 and 1899</sup> and 254, existing at the time of the making of this Order shall remain subject to the Mareva Order.

#### RECEIVER’S POWERS

8. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate, provided that the proceeds of the sale of any real-property or non-inventory personal property (tangible or intangible) or accounts of any of the Debtors' existing at the time of the making of this Order shall be retained by the Receiver and remain subject to the Mareva Order;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause or, in the opinion of the Receiver, court approval is otherwise necessary or desirable regardless of the value of the transaction;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the Receivership, and to share information, subject to such terms as to confidentiality, including without limitation of any Court order, and as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

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

10. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 7 or in paragraph 8 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

11. THIS COURT ORDERS that books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related primarily to the business or affairs of the persons and entities, other than the Debtors, subject to the Mareva Injunction Order dated September 30, 2019, as amended on October 7, 2019, as set out in Schedule "B", and any computer programs, computer tapes, computer disks, or other data



storage media containing any such information that comes into the possession of the Receiver (the “**Non-Debtor Records**”), shall be delivered to BDO Canada Limited, and not kept in the possession of the Receiver;

12. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

13. THIS COURT ORDERS that all Persons are hereby enjoined and restrained from in any way altering, concealing, defacing, destroying, discarding, erasing or otherwise tampering or adversely dealing with any of the Property of the Debtors or from removing any Property in the ordinary course of business, from the premises of the Debtors without the prior written consent of the Receiver.

14. THIS COURT ORDERS that any security personnel engaged by the Receiver pursuant to paragraph 8(b) herein shall be authorized and entitled, but not required, to escort or remove any Persons onto or from the Property of the Debtors as the Receiver may in its sole discretion consider it necessary or desirable to escort or remove.

**OBLIGATIONS OF THE DEBTORS AND OTHERS**

15. THIS COURT ORDERS that all of the current and former directors, officers, employees, agents, accountants, and shareholders of the debtors, and all other persons acting under instructions or on behalf and all persons with notice of this order are hereby restrained from:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with the Property, wherever situate;
- (b) instructing, requesting, counseling, commanding, or encouraging any other person to do the acts identified in subparagraph 15(a) above; and
- (c) facilitating, assisting in, aiding, abetting or participating in any of the activities set out in subparagraph 15(a) above,

without prior written approval and instructions from the Receiver.

**NO PROCEEDINGS AGAINST THE RECEIVER**

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

**NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

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

**NO EXERCISE OF RIGHTS OR REMEDIES**

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

**NO INTERFERENCE WITH THE RECEIVER**

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

**CONTINUATION OF SERVICES**

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

### RECEIVER TO HOLD FUNDS

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

### EMPLOYEES

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

### PIPEDA

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

material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

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

## RECEIVER'S ACCOUNTS

26. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

27. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

28. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

## FUNDING OF THE RECEIVERSHIP

29. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$5,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or

otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

30. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

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

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

#### **SERVICE AND NOTICE**

33. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol.

34. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier,

personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **GENERAL**

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

36. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

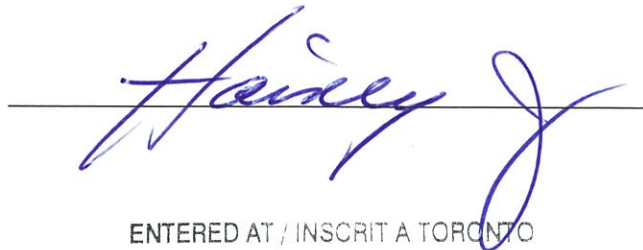
37. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

38. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

39. THIS COURT ORDERS that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.



40. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

OCT 30 2019

PER / PAR:



**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that MNP Ltd. the receiver (the "**Receiver**") of the assets, undertakings and properties 1254044 Ontario Limited, 2431264 Ontario Inc. 2189788 Ontario Inc., 1552838 Ontario Inc., 2542372 Ontario Inc., 1786675 Ontario Limited, 2034039 Ontario Inc., 2660556 Ontario Limited and 2541899 Ontario Limited (collectively the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 16<sup>th</sup> day of October, 2019 (the "**Order**") made in an action having Court file number CV-19-00629058-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.
  
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.
  
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
  
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

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

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

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

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MNP Ltd., solely in its capacity as Receiver of  
the Property, and not in its personal capacity

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

Name:

Title:

**SCHEDULE "B"****PERSONS AND ENTITIES SUBJECT TO THE MAREVA ORDER OF SEPTEMBER 30,  
2019 AS AMENDED ON OCTOBER 7, 2019**

- Sarbjit Singh Dhillon
- Mandhir S. Dhillon
- Simranjit Dhillon
- Mandeep Dhillon
- 908593 ONTARIO LIMITED, operating as Eagle Travel Plaza,
- 1393382 ONTARIO LIMITED,
- 2145744 ONTARIO LIMITED,
- 2145754 ONTARIO LIMITED,
- 1552838 ONTARIO INC.,
- 2189788 ONTARIO INC.,
- 2123618 ONTARIO LIMITED,
- 1849722 ONTARIO LTD.,
- 2469244 ONTARIO LIMITED,
- 2364507 ONTARIO LIMITED,
- 1254044 ONTARIO LIMITED
- 2612550 ONTARIO LIMITED
- 2541899 Ontario Ltd.;
- 2571279 Ontario Inc.;
- 2541900 Ontario Ltd.;
- 2587984 Ontario Inc.;
- 2561534 Ontario Ltd.;
- 2431264 Ontario Inc.;
- 2542372 Ontario Inc.; and
- 2034039 Ontario Inc.

**BANK OF MONTREAL**

**Applicant**

**and**

**Respondents**

1254044 ONTARIO LIMITED ET AL.

Court File No. CV-19-00629058-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at TORONTO

**ORDER**

**CHAITONS LLP**  
5000 Yonge Street, 10<sup>th</sup> Floor  
Toronto, ON M2N 7E9

**Christopher J. Staples**  
LSUC Registration No. 31302R  
Tel: (416) 218-1147  
Fax: (416) 218-1847

**Lawyers for the Applicant**

**THIS IS EXHIBIT "Z" TO  
THE AFFIDAVIT OF CHRISTOPHER CORCORAN  
SWORN BEFORE ME THIS 28<sup>th</sup>  
DAY OF NOVEMBER, 2019.**



*A Commissioner etc.*



Court File No.

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

BETWEEN:

**LAURENTIAN BANK OF CANADA**

Applicant

- and -

**2145744 ONTARIO LIMITED**

Respondent

**C O N S E N T**

KSV Kofman Inc. hereby consents to act as receiver of the property, assets and undertaking of 2145744 Ontario Limited.

DATED this 28<sup>TH</sup> day of November, 2019.

**KSV KOFMAN INC.**Per: 

Name: David Sieradzki

I have authority to bind the corporation

# TAB 3



Court File No.

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

THE HONOURABLE MR.	)	WEDNESDAY, THE 4 <sup>th</sup> DAY
	)	
JUSTICE HAINEY	)	OF DECEMBER, 2019

B E T W E E N:

**LAURENTIAN BANK OF CANADA**

Applicant

- and -

**2145744 ONTARIO LIMITED**

Respondent

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

**ORDER  
(appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing KSV Kofman Inc. ("**KSV**") as receiver (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of 2145744 Ontario Limited ("**744**" or the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario (such appointment hereinafter being referred to as the "**Receivership**").

ON READING the Affidavit of Christopher Corcoran sworn November 28, 2019 and the Exhibits thereto and on hearing the submissions of counsel for Laurentian Bank of Canada ("**LBC**"), and such other parties as attended the hearing of the application,

**SERVICE**

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

**LIFT STAY OF PROCEEDINGS**

2. THIS COURT ORDERS the stay of proceedings imposed under the Amended Receivership Order dated September 30, 2019 in the action commenced by Canadian Imperial Bank of Commerce (“**CIBC**”) under court file no. CV-19-00628293-00CL (the “**CIBC Action**”) is hereby lifted to permit the bringing of this application and the making of this Order.

**DISCHARGE OF RECEIVER IN THE CIBC ACTION**

3. THIS COURT ORDERS that BDO Canada Limited (“**BDO**”), appointed by Order dated September 30, 2019 in the CIBC Action as receiver of the assets, undertakings and properties of, among other parties, 744, is hereby discharged as receiver of 744 effective as of ● p.m. (Toronto time) on the date of this Order.

4. THIS COURT ORDERS that BDO shall be reimbursed for amounts set out in a payment agreement to be reached among BDO, CIBC and LBC, in accordance with that agreement, or absent such agreement, as determined by this Court, and that said amounts shall be deemed to have been borrowed under this Receivership and have the benefit of the Receiver’s Borrowings Charge.

5. THIS COURT ORDERS that, other than as provided in this paragraph, nothing in this Order shall affect the charge granted in favour of BDO Canada Limited (the “**CIBC Receiver**”) in the CIBC Action (the “**CIBC Receiver’s Charge**”), including the assets pursuant to which such charge was granted, and that the CIBC Receiver’s Charge and the receiver’s borrowing charge granted in the CIBC Action shall rank *pari passu* with the Receiver’s Charge and the Receiver’s Borrowing Charge (as those terms are defined herein) granted in this Order as they pertain to the Property subject to this Receivership only. For the purpose of this paragraph, the charges in favour of BDO Canada Limited shall apply for the time period from September 30,

2019 to and including the date of this Order, and the amounts secured under such charges shall be agreed upon as between BDO, CIBC and LBC, or absent such agreement, shall be determined by this Court.

### **APPOINTMENT**

6. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, KSV is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including the property municipally known as 203 Indian Road, Sarnia, Ontario, as legally described in **Schedule "A"**, and including all proceeds thereof (the "**Property**").

7. THIS COURT ORDERS that the appointment of the Receiver hereunder is effective notwithstanding an Order of Justice Hainey made in the CIBC Action dated October 7, 2019 amending an Order dated September 30, 2019 granting to CIBC a Mareva injunction (collectively, the "**Mareva Order**"), and nothing in the Mareva Order shall impair the powers of the Receiver as granted herein, save and except that all bank account balances of the Debtor existing at the time of the making of this Order shall remain subject to the Mareva Order.

### **RECEIVER'S POWERS**

8. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent

security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby

conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause or, in the opinion of the Receiver, court approval is otherwise necessary or desirable regardless of the value of the transaction;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality, including without limitation of any Court order, as the Receiver deems advisable;

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

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

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

10. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

11. THIS COURT ORDERS that books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related primarily to the business or affairs of the persons and entities (other than the Debtor) subject to the Mareva Order, as set out in **Schedule "B"**, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information that comes into the possession of the Receiver (the "**Non-Debtor Records**"), shall be delivered to BDO, and not kept in the possession of the Receiver.

12. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and

providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

13. THIS COURT ORDERS that all Persons are hereby enjoined and restrained from in any way altering, concealing, defacing, destroying, discarding, erasing or otherwise tampering or adversely dealing with any of the Property of the Debtors or from removing any Property in the ordinary course of business, from the premises of the Debtors without the prior written consent of the Receiver.

14. THIS COURT ORDERS that any security personnel engaged by the Receiver pursuant to paragraph 8(b) herein shall be authorized and entitled, but not required, to escort or remove any persons onto or from the Property of the Debtor as the Receiver may in its sole discretion consider it necessary or desirable to escort or remove.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

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

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

17. THIS COURT ORDERS that with the exception of the CIBC Action, all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully



entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH THE RECEIVER**

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

#### **CONTINUATION OF SERVICES**

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

#### **RECEIVER TO HOLD FUNDS**

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

credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

### **EMPLOYEES**

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

### **PIPEDA**

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

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

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

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

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

#### **RECEIVER'S ACCOUNTS**

25. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

26. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

27. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

### **FUNDING OF THE RECEIVERSHIP**

28. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

29. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

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

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

### **SERVICE AND NOTICE**

32. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: ●.

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

### **GENERAL**

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

35. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

36. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

37. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

38. THIS COURT ORDERS that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

39. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

**SCHEDULE "A"**  
**PROPERTY DESCRIPTION**

<b>PIN</b>	43226 - 0127 LT
<b>Description</b>	PT LT 37-38 RANGE 6 PL 16 1/2 SARNIA CITY AS IN L916481 & L899212, AMENDED BY DECLARATION L901383; SARNIA
<b>Address</b>	203 INDIAN RD S, SARNIA

**SCHEDULE “B”****PERSONS AND ENTITIES SUBJECT TO THE MAREVA ORDER OF SEPTEMBER 30,  
2019 AS AMENDED ON OCTOBER 7, 2019**

- Sarbjit Singh Dhillon
- Mandhir S. Dhillon
- Simranjit Dhillon
- Mandeep Dhillon
- 908593 ONTARIO LIMITED, operating as Eagle Travel Plaza,
- 1393382 ONTARIO LIMITED,
- 2145744 ONTARIO LIMITED,
- 2145754 ONTARIO LIMITED,
- 1552838 ONTARIO INC.,
- 2189788 ONTARIO INC.,
- 2123618 ONTARIO LIMITED,
- 1849722 ONTARIO LTD.,
- 2469244 ONTARIO LIMITED,
- 2364507 ONTARIO LIMITED,
- 1254044 ONTARIO LIMITED
- 2612550 ONTARIO LIMITED
- 2541899 Ontario Ltd.;
- 2571279 Ontario Inc.;
- 2541900 Ontario Ltd.;
- 2587984 Ontario Inc.;
- 2561534 Ontario Ltd.;
- 2431264 Ontario Inc.;
- 2542372 Ontario Inc.; and
- 2034039 Ontario Inc.



**SCHEDULE "C"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that KSV Kofman Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties 2145744 Ontario Limited (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 4<sup>th</sup> day of December, 2019 (the "**Order**") made in an action having Court file number \_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

KSV Kofman Inc., solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

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

Name:

Title:

# TAB 4

Revised: January 21, 2014  
~~s.243(1) BIA (National Receiver)-~~  
~~and s. 101 CJA (Ontario) Receiver~~

Court File No. \_\_\_\_\_

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

THE HONOURABLE ~~\_\_\_\_\_~~ MR. ) ~~WEEKDAY~~ WEDNESDAY, THE #4<sup>th</sup>  
) )  
JUSTICE ~~\_\_\_\_\_~~ HAINES ) DAY  
) )  
OF ~~MONTH, 20YR~~ DECEMBER, 2019

BETWEEN:

**PLAINTIFF<sup>1</sup>**

**Plaintiff**

LAURENTIAN BANK OF CANADA

Applicant

- and -

**DEFENDANT**

**Defendant**

2145744 ONTARIO LIMITED

Respondent

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

**ORDER**  
**(appointing Receiver)**

<sup>1</sup>The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

THIS ~~MOTION~~APPLICATION made by the ~~Plaintiff~~<sup>2</sup>Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing ~~[RECEIVER'S NAME]~~KSV Kofman Inc. ("KSV") as receiver ~~[and manager]~~ (in such ~~capacities~~capacity, the "Receiver") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~ (2145744 Ontario Limited ("744" or the "Debtor")) acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario- (such appointment hereinafter being referred to as the "Receivership").

ON READING the ~~affidavit~~Affidavit of ~~[NAME]~~Christopher Corcoran sworn ~~[DATE]~~November 28, 2019 and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES], no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of [RECEIVER'S NAME] to act as the Receiver~~Laurentian Bank of Canada ("LBC"), and such other parties as attended the hearing of the application,

## SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application is hereby abridged and validated<sup>3</sup> so that this ~~motion~~application is properly returnable today and hereby dispenses with further service thereof.

## LIFT STAY OF PROCEEDINGS

2. THIS COURT ORDERS the stay of proceedings imposed under the Amended Receivership Order dated September 30, 2019 in the action commenced by Canadian Imperial Bank of Commerce ("CIBC") under court file no. CV-19-00628293-00CL (the "CIBC Action") is hereby lifted to permit the bringing of this application and the making of this Order.

## DISCHARGE OF RECEIVER IN THE CIBC ACTION

<sup>2</sup>-Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

<sup>3</sup>-If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.

3. THIS COURT ORDERS that BDO Canada Limited (“BDO”), appointed by Order dated September 30, 2019 in the CIBC Action as receiver of the assets, undertakings and properties of, among other parties, 744, is hereby discharged as receiver of 744 effective as of ● p.m. (Toronto time) on the date of this Order.

4. THIS COURT ORDERS that BDO shall be reimbursed for amounts set out in a payment agreement to be reached among BDO, CIBC and LBC, in accordance with that agreement, or absent such agreement, as determined by this Court, and that said amounts shall be deemed to have been borrowed under this Receivership and have the benefit of the Receiver’s Borrowings Charge.

5. THIS COURT ORDERS that, other than as provided in this paragraph, nothing in this Order shall affect the charge granted in favour of BDO Canada Limited (the “CIBC Receiver”) in the CIBC Action (the “CIBC Receiver’s Charge”), including the assets pursuant to which such charge was granted, and that the CIBC Receiver’s Charge and the receiver’s borrowing charge granted in the CIBC Action shall rank *pari passu* with the Receiver’s Charge and the Receiver’s Borrowing Charge (as those terms are defined herein) granted in this Order as they pertain to the Property subject to this Receivership only. For the purpose of this paragraph, the charges in favour of BDO Canada Limited shall apply for the time period from September 30, 2019 to and including the date of this Order, and the amounts secured under such charges shall be agreed upon as between BDO, CIBC and LBC, or absent such agreement, shall be determined by this Court.

## **APPOINTMENT**

6. ~~2.~~ THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~KSV is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including the property municipally known as 203 Indian Road, Sarnia, Ontario, as legally described in Schedule “A”, and including all proceeds thereof (the "Property").

7. THIS COURT ORDERS that the appointment of the Receiver hereunder is effective notwithstanding an Order of Justice Hainey made in the CIBC Action dated October 7, 2019 amending an Order dated September 30, 2019 granting to CIBC a Mareva injunction (collectively, the “Mareva Order”), and nothing in the Mareva Order shall impair the powers of the Receiver as granted herein, save and except that all bank account balances of the Debtor existing at the time of the making of this Order shall remain subject to the Mareva Order.

### **RECEIVER’S POWERS**

8. ~~3.~~ THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

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- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.<sup>4</sup> The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$          500,000, provided that the aggregate

<sup>4</sup>~~This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~



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consideration for all such transactions does not exceed \$~~\_\_\_\_\_~~1,000,000; and

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause or, in the opinion of the Receiver, court approval is otherwise necessary or desirable regardless of the value of the transaction;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~for section 31 of the Ontario *Mortgages Act*, as the case may be,~~<sup>5</sup> shall not be required, ~~and in each case the Ontario *Bulk Sales Act* shall not apply.~~

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality, including without limitation of any Court order, as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

<sup>5</sup> ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

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- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

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

10. ~~5.~~ THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that

nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

11. THIS COURT ORDERS that books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related primarily to the business or affairs of the persons and entities (other than the Debtor) subject to the Mareva Order, as set out in Schedule "B", and any computer programs, computer tapes, computer disks, or other data storage media containing any such information that comes into the possession of the Receiver (the "Non-Debtor Records"), shall be delivered to BDO, and not kept in the possession of the Receiver.

12. ~~6.~~ THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

13. ~~7.~~ THIS ~~COURT ORDERS~~ that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of

~~the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.~~ COURT ORDERS that all Persons are hereby enjoined and restrained from in any way altering, concealing, defacing, destroying, discarding, erasing or otherwise tampering or adversely dealing with any of the Property of the Debtors or from removing any Property in the ordinary course of business, from the premises of the Debtors without the prior written consent of the Receiver.

14. THIS COURT ORDERS that any security personnel engaged by the Receiver pursuant to paragraph 8(b) herein shall be authorized and entitled, but not required, to escort or remove any persons onto or from the Property of the Debtor as the Receiver may in its sole discretion consider it necessary or desirable to escort or remove.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

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

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

17. ~~10.~~ THIS COURT ORDERS that with the exception of the CIBC Action, all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i)

empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH THE RECEIVER**

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

#### **CONTINUATION OF SERVICES**

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

#### **RECEIVER TO HOLD FUNDS**

20. ~~13.~~ THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new

accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

### **EMPLOYEES**

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

### **PIPEDA**

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

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

23. ~~16.~~ THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or

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

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

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

#### **RECEIVER'S ACCOUNTS**

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

encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.<sup>6</sup>

26. ~~19.~~ THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

27. ~~20.~~ THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

28. ~~21.~~ THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$~~\_\_\_\_\_~~1,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

29. ~~22.~~ THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

~~<sup>6</sup>Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~



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

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

### SERVICE AND NOTICE

32. ~~25.~~ THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL-  
~~@~~.

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

**GENERAL**

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

35. ~~28.~~ THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

36. ~~29.~~ THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

37. ~~30.~~ THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

38. ~~31.~~ THIS COURT ORDERS that the PlaintiffApplicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the PlaintiffApplicant's security or, if not so provided by the PlaintiffApplicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

39. ~~32.~~ THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.




DOCSTOR: 17717428

**SCHEDULE "A"**  
**PROPERTY DESCRIPTION**

<b><u>PIN</u></b>	<u>43226 - 0127 LT</u>
<b><u>Description</u></b>	<u>PT LT 37-38 RANGE 6 PL 16 1/2 SARNIA CITY AS IN L916481 &amp; L899212, AMENDED BY DECLARATION L901383; SARNIA</u>
<b><u>Address</u></b>	<u>203 INDIAN RD S, SARNIA</u>


DOCSTOR: 17717428 x Model\_Receivership\_Order\_(T\_Reyes).doc Doc#4641204v2

SCHEDULE "B"PERSONS AND ENTITIES SUBJECT TO THE MAREVA ORDER OF SEPTEMBER 30,  
2019 AS AMENDED ON OCTOBER 7, 2019

- Sarbjit Singh Dhillon
- Mandhir S. Dhillon
- Simranjit Dhillon
- Mandeep Dhillon
- 908593 ONTARIO LIMITED, operating as Eagle Travel Plaza,
- 1393382 ONTARIO LIMITED,
- 2145744 ONTARIO LIMITED,
- 2145754 ONTARIO LIMITED,
- 1552838 ONTARIO INC.,
- 2189788 ONTARIO INC.,
- 2123618 ONTARIO LIMITED,
- 1849722 ONTARIO LTD.,
- 2469244 ONTARIO LIMITED,
- 2364507 ONTARIO LIMITED,
- 1254044 ONTARIO LIMITED
- 2612550 ONTARIO LIMITED
- 2541899 Ontario Ltd.:
- 2571279 Ontario Inc.:
- 2541900 Ontario Ltd.:
- 2587984 Ontario Inc.:
- 2561534 Ontario Ltd.:
- 2431264 Ontario Inc.:
- 2542372 Ontario Inc.; and
- 2034039 Ontario Inc.

SCHEDULE "C"**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ KSV Kofman Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ 2145744 Ontario Limited (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 4<sup>th</sup> day of           , ~~20~~ December, 2019 (the "**Order**") made in an action having Court file number   -CL-          , has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$                   , being part of the total principal sum of \$                    which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

~~[RECEIVER'S NAME]~~ KSV Kofman Inc., solely  
in its capacity  
as Receiver of the Property, and not in its  
personal capacity

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

Name:

Title:

Document comparison by Workshare Compare on Thursday, November 28, 2019 3:25:40 PM

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Document 1 ID	file://O:\Model Orders\Model National Receivership Order January 21 2014.doc
Description	Model National Receivership Order January 21 2014
Document 2 ID	PowerDocs://DOCS/4641204/2
Description	DOCS-#4641204-v2-KSV_Appointment_Order
Rendering set	Standard

Legend:	
<u>Insertion</u>	
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<u>Moved to</u>	
Style change	
Format change	
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Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	168
Deletions	95
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	263



LAURENTIAN BANK OF CANADA  
Applicant

-and-

2145744 ONTARIO LIMITED  
Respondent

Court File No. CV-19-00631895-00CL

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

PROCEEDING COMMENCED AT  
TORONTO

**APPLICATION RECORD**

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