

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**[IN BANKRUPTCY AND INSOLVENCY]**  
**(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
CLAIREVILLE PROPERTY HOLDINGS INC.  
A CORPORATION INCORPORATED UNDER  
THE ONTARIO *BUSINESS CORPORATIONS ACT***

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**MOTION RECORD OF THE DIP LENDER,  
CANNECT MORTGAGE INVESTMENT CORPORATION  
(Returnable December 14, 2021)**

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December 7, 2021

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF CLAIREVILLE PROPERTY HOLDINGS INC.  
A CORPORATION INCORPORATED UNDER  
THE ONTARIO *BUSINESS CORPORATIONS ACT***

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<sup>1</sup> Served with notification of Motion Record, Factum and Brief of Authorities via letter enclosing electronic location of documents on Proposal Trustee's or proposed Receiver's website.

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<sup>2</sup> Served with notification of Motion Record, Factum and Brief of Authorities via letter enclosing electronic location of documents on Proposal Trustee's or proposed Receiver's website.

<sup>3</sup> Served with notification of Motion Record, Factum and Brief of Authorities via letter enclosing electronic location of documents on Proposal Trustee's or proposed Receiver's website.

<sup>4</sup> Served with notification of Motion Record, Factum and Brief of Authorities via letter enclosing electronic location of documents on Proposal Trustee's or proposed Receiver's website.

<sup>5</sup> Served with notification of Motion Record, Factum and Brief of Authorities via letter enclosing electronic location of documents on Proposal Trustee's or proposed Receiver's website.

<sup>6</sup> Served with notification of Motion Record, Factum and Brief of Authorities via letter enclosing electronic location of documents on Proposal Trustee's or proposed Receiver's website.

<sup>7</sup> Served with notification of Motion Record, Factum and Brief of Authorities via letter enclosing electronic location of documents on Proposal Trustee's or proposed Receiver's website.

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<sup>8</sup> Served with notification of Motion Record, Factum and Brief of Authorities via letter enclosing electronic location of documents on Proposal Trustee's or proposed Receiver's website.

<sup>9</sup> Served with notification of Motion Record, Factum and Brief of Authorities via letter enclosing electronic location of documents on Proposal Trustee's or proposed Receiver's website.

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<sup>10</sup> Served with notification of Motion Record, Factum and Brief of Authorities via letter enclosing electronic location of documents on Proposal Trustee's or proposed Receiver's website.

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<b>AND TO:</b>	<b>PATRICK J. CARROLL and M. MARLEY CARROLL</b> 1706 Caverly Crt. Mississauga, ON L5L 3L7

<b>AND TO:</b>	<b>JOHANN STRASSER</b> 5388 Poole Street Honolulu, Hawaii 96821
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# INDEX

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**[IN BANKRUPTCY AND INSOLVENCY]**  
**(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
CLAIREVILLE PROPERTY HOLDINGS INC.  
A CORPORATION INCORPORATED UNDER  
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# **TAB 1**

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**[IN BANKRUPTCY AND INSOLVENCY]**  
**(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
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A CORPORATION INCORPORATED UNDER  
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**NOTICE OF MOTION**

Cannect Mortgage Investment Corporation (“**Cannect**”), in its capacity as the DIP lender of Claireville Property Holdings Inc. (the “**Debtor**”) in this proposal proceeding under the *Bankruptcy and Insolvency Act* R.S.C. 1985 c.B-3 (“**BIA**”), will make a motion to a judge presiding over the Ontario Superior Court of Justice (In Bankruptcy and Insolvency) (Commercial List) (the “**Court**”) on December 14, 2021 at 11:30 a.m., or as soon after that time as the motion can be heard.

**PROPOSED METHOD OF HEARING:** The motion is to be heard by videoconference as a result of the Covid-19 pandemic. Please refer to the videoconference details attached at Schedule “A” in order to attend the motion and advise if you intend to attend the motion by emailing Vern DaRe at [vdare@foglers.com](mailto:vdare@foglers.com).

**THE MOTION IS FOR:**

1. An Order terminating the period for making a proposal by the Debtor under section 50.4(11) of the *BIA*;

2. An Order lifting the stay of proceedings under section 69(1) of the *BIA* to allow Cannect on a *nunc pro tunc* basis to issue the notice of application, attached at Tab 2 (G) of this Motion Record, in order to commence its application for the appointment of a receiver over the assets, property and undertaking of the Debtor (the “**Receivership Application**”);
3. An Order appointing a receiver over the assets, property and undertaking of the Debtor with respect to the Receivership Application;
4. An Order allowing for the use of, reference to, and reliance upon the Affidavit of Marcus Tzaferis, the Factum and Brief of Authorities, filed in this motion, for the Receivership Application;
5. In particular, two Orders are sought in this motion: (i) firstly, with respect to this BIA proceeding, an Order on the terms of the draft Order attached as Tab 3 to this Motion Record on such further and other terms as this Honourable Court may direct:
  - (a) Declaring terminated the period in which the Debtor or its proposal trustee has to file a proposal under the BIA;
  - (b) Lifting the stay of proceedings currently in place in respect of the Debtor arising from its filing of a notice of intention to make a proposal under the BIA;
  - (c) Granting leave for Cannect to commence the Receivership Application *nunc pro tunc*;

- (d) allowing for the use of, reference to, and reliance upon the Affidavit of Marcus Tzaferis, the Factum and Brief of Authorities, filed in this motion, for the Receivership Application; and
  - (ii) secondly, with respect to the Receivership Application, an Order on the terms of the draft Order (appointing Receiver) attached as Tab 4 to this Motion Record on such further and other terms as this Honourable Court may direct: appointing a receiver over the property of the Debtor; and
- (e) Such further and other relief as this Honourable Court may grant.

**THE GROUNDS FOR THE MOTION ARE:**

*Introduction*

- 6. The Debtor filed a notice of intention to file a proposal under the BIA on July 2, 2021 (the “**NOI**”), naming KSV Restructuring Inc. (“**KSV**”), as the proposal trustee (the “**Proposal Trustee**”);
- 7. As a result of filing the NOI and subsequent extensions of the stay of proceedings, a stay of proceedings is currently in place pursuant to section 69 of the BIA. This stay of proceedings expires at 12:01 AM on December 15, 2021, unless the Debtor or Proposal Trustee files a proposal or obtains an extension of the stay of proceedings on December 14, 2021 or before. Any such extension, if granted, can only be to a maximum or latest date of on or about January 1, 2022, the outside date for the Debtor to file a proposal (i.e., 6 months from the filing of the NOI);



8. The Proposal Trustee has indicated that it or the Debtor does not intend to seek an extension of the stay of proceedings on December 14, 2021 and therefore does not intend to file a proposal to its creditors during the NOI period. This will result in a deemed bankruptcy of the Debtor. Also, as elaborated below, there was a sales process during the NOI period, which just recently led to, or will soon lead to, a signing of an agreement of purchase and sale between the Proposal Trustee and successful purchaser. The Proposal Trustee has indicated that it is not possible to complete or close this sale transaction, if it closes, by January 1, 2022 or during the NOI period;
9. To preserve the sale transaction and possibly close it (or any other sale transaction, if this one does not close), Cannect wants these sale efforts to continue in a receivership proceeding. This is no longer a restructuring and should not be debtor-driven. Nor does Cannect want to see an intervening bankruptcy (i.e., deemed bankruptcy) before the receivership. That is, in terms of timing, Cannect would like to see a quick transition from these NOI proceedings to receivership proceedings, without an intervening bankruptcy, to facilitate and allow for the closing of the above sale transaction, if it closes. Unfortunately, timing is tight, in that the stay of proceedings in the NOI proceedings will expire on December 15, 2021 resulting in a deemed bankruptcy of the Debtor, and therefore Cannect is not only asking this Court on December 14, 2021 to simultaneously lift the stay and terminate the BIA proposal proceedings but to also appoint a receiver;
10. The Debtor is or will be indebted to Cannect under a DIP loan in the principal amount of \$4.5 million plus interest and costs. The loan is secured by a DIP Lender's Charge

(defined below) and other security which, among other things, authorizes the appointment of a receiver upon default;

11. The Debtor is or will be in default of its obligations to Cannect. One event of default under the DIP loan is the expiry of the NOI stay of proceedings or the termination of the NOI proceedings;
12. Given that the NOI stay of proceedings will expire on December 15, 2021 and the Debtor or Proposal Trustee does not intend on seeking an extension of the stay of proceedings, it is not likely that the Debtor will make a viable proposal that is accepted by its creditors prior to the expiry of the stay period or the outside date of January 1, 2022;
13. It is just and equitable that the NOI stay of proceedings be lifted and the proposal proceedings be terminated to permit the appointment of a receiver over the Debtor, so as to facilitate the sale of its assets in a receivership, as the Debtor does not intend to make a proposal and Cannect has the right under its security to request the court-appointment of a receiver.

#### *Background*

14. The Debtor's principal asset is its leasehold interest (the "**Leasehold Interest**") in 13 dual tenant industrial buildings municipally addressed as 18/20/22/24/26 Huddersfield Road, 350/354/358 Humberline Drive and 93/101/123/130/160 Claireville Drive, Toronto, Ontario (collectively, the "**Real Property**");
15. The Debtor is the registered owner of the Leasehold Interest, which it holds as bare trustee and nominee for and on behalf of several co-tenants;

16. The Leasehold Interest is subject to a 99-year ground lease with Kornwood Investments Ltd. dated September 1, 1973, which expires on August 31, 2073;

*Proposal Proceedings and DIP Loan*

17. The NOI was filed on July 2, 2021;
18. At the commencement of the NOI proceedings, the Debtor's principal secured creditor was DUCA Financial Services Credit Union Ltd. ("**DUCA**"), which was owed approximately \$2.4 million. The Debtor also had accrued unpaid property tax arrears of approximately \$2 million. DUCA issued a demand letter together with a Notice of Intention to Enforce Security pursuant to section 244 of the BIA in June 2021. The Debtor filed its NOI prior to the expiry of the statutory 10-day notice period;
19. In July 2021, the Debtor obtained a commitment from Cannect to repay DUCA and bring the outstanding property taxes current by way of a DIP loan in the principal amount of \$4.5 million. The July 28 Order (defined below) approved, among other things, the DIP loan, which funding was advanced on July 30, 2021 and used to repay DUCA and the property tax arrears;
20. On July 28, 2021 (the "**July 28 Order**"), the Honourable Justice Pattillo granted various relief including the following:
  - (a) approving the debtor-in-possession financing from Cannect in the principal amount of \$4.5 million (the "**DIP Loan**"), the debtor-in-possession financing term sheet between Cannect and the Debtor dated July 23, 2021 (the "**DIP Term Sheet**"), the priority charges to secure the DIP Loan (the "**DIP Lender's**

**Charge**”) and certain professional costs (the “**Administration Charge**”), and a payout of property tax arrears and DUCA;

- (b) extending the Proposal Trustee’s powers in respect of the Debtor, to the exclusion of all others Persons (as defined in the July 28 Order), including the Debtor itself;
  - (c) approving a sale and investment solicitation process (“**SISP**”);
  - (d) extending the time for the Proposal Trustee to file a proposal on the Debtor’s behalf under the BIA to and including September 15, 2021; and
  - (e) approving the First Report of the Proposal Trustee dated July 26, 2021 (the “**First Report**”) and the conduct and activities of the Proposal Trustee described therein.
21. On September 15, 2021 (the “**September 15 Order**”), the Honourable Justice Cavanagh granted various relief including the following:
- (a) extending the time for the Proposal Trustee to file a proposal on the Debtor’s behalf under the BIA up to and including October 30, 2021;
  - (b) approving the Second Report of the Proposal Trustee dated September 7, 2021 (the “**Second Report**”), and the conduct and activities of the Proposal Trustee described therein; and
  - (c) approving the fees and disbursements of the Proposal Trustee and its lawyer as set out in the Second Report.
22. On October 27, 2021 (the “**October 27 Order**”), the Honourable Justice Koehnen granted various relief including the following:

- (d) extending the time for the Proposal Trustee to file a proposal on the Debtor's behalf under the BIA up to and including December 14, 2021;
  - (e) approving the Third Report of the Proposal Trustee dated October 20, 2021 (the "**Third Report**"), and the conduct and activities of the Proposal Trustee described therein; and
  - (f) approving the fees and disbursements of the Proposal Trustee and its lawyer as set out in the Third Report.
23. During the NOI period and as further detailed in the First Report, Second Report and Third Report of the Proposal Trustee, the Proposal Trustee has advanced the SISP through its sales advisor, CB Richard Ellis Limited ("**CBRE**"). In accordance with the July 28 Order, the Proposal Trustee solicited listing proposals from five commercial realtors to act as listing agent for the Leasehold Interest in the Real Property. Following consultation with Cannect, the Proposal Trustee entered into a listing agreement for the Leasehold Interest on or about August 25, 2021 with CBRE. CBRE subsequently made marketing materials available and created a data room to share these materials with potential purchasers; and the Proposal Trustee, in consultation with CBRE, set down a timeline to receive offers.
24. On or about December 1, 2021, the Proposal Trustee has entered into or is about to enter into an agreement of purchase and sale regarding the Leasehold Interest in the Real Property with the successful purchaser. The Proposal Trustee has indicated that it is not possible to complete or close this sale transaction, if it closes, by January 1, 2022 or during the NOI period;

25. The Proposal Trustee or Debtor is not seeking an extension of the NOI stay of proceedings, which expires on December 15, 2021;
26. The time referenced in section 50.4(9) of the BIA and the October 27 Order currently expires on December 15, 2021, and the Court is not authorized pursuant to section 50.4(9) of the BIA to extend the time referenced in such section beyond January 1, 2022;
27. The Debtor will be deemed to have made an assignment in bankruptcy pursuant to section 50.4(8) of the BIA on the expiry of the stay period on December 15, 2021.

*Appointing a Receiver*

28. On December 14, 2021 or December 15, 2021, the Debtor will be indebted to Cannect in the amount of \$4.5 million plus interest and costs under the DIP Term Sheet;
29. The maturity or termination date (the “**Termination Date**”) of the DIP Loan under the DIP Term Sheet is generally the earliest of the following: (a) on or about January 30, 2022; (b) the date the NOI stay of proceedings expires without being extended (i.e., December 15, 2021) or the date the NOI proceedings are terminated (i.e., December 14, 2021, if these proposal proceedings are terminated on that date) or the Debtor becomes bankrupt; and (c) an Event of Default;
30. The expiry of the NOI stay of proceedings, the termination of the BIA proposal proceedings or bankruptcy regarding the Debtor also constitute an Event of Default under the DIP Term Sheet. Also, any action (or inaction) of the Debtor which would, in the sole determination of Cannect, have a material adverse effect on the Debtor or the collateral (i.e., Leasehold Interest) constitutes an event of default under the DIP Term

Sheet. In Cannect's sole determination, the intended failure of the Debtor to file a proposal during the NOI period and the resulting deemed bankruptcy will have a material adverse effect on the Debtor's collateral;

31. Upon the Termination Date (i.e., December 14 or 15, 2021) or the occurrence of an Event of Default under the DIP Term Sheet, all of the indebtedness of the Debtor to Cannect, together with all interest and other amounts owing under the DIP Term Sheet, shall become immediately due and payable and Cannect is entitled to enforce its security;
32. Cannect holds the following security (collectively, the “**Security**”) regarding the DIP Loan: a court-ordered, super-priority DIP Lender's Charge (ranking behind the Administration Charge); a general security agreement (“**GSA**”) dated August 16, 2021, granted by the Debtor to Cannect; and an indenture regarding the assignment of rents (“**Assignment of Rents**”) dated August 17, 2021, granted by the Debtor to Cannect;
33. The GSA was perfected by registering under the *Personal Property Security Act* on or about August 12, 2021 and the Notice of Assignment of Rents was registered on title of the Real Property on or about October 20, 2021. Under the GSA and DIP Lender's Charge or July 28 Order, on default, Cannect may, among other things, apply to this Court for the appointment of a receiver against the Debtor;
34. Under the DIP Term Sheet and July 28 Order, before Cannect can enforce its Security, including applying to this Court for the appointment of a receiver, it must provide five (5) days' notice to the Debtor and the Proposal Trustee. The Debtor and the Proposal Trustee, or their counsel, are included on the Service List in this motion and will be

provided approximately seven (7) days' notice of this motion for the appointment of a receiver;

35. On December 1, 2021, Cannect had a notice of application issued by the Commercial List for the appointment of a receiver over the Debtor;
36. Cannect's need for the appointment of a receiver is apparent based on the current circumstances, including the following:
  - (a) The need for a quick transition from NOI proceedings to receivership proceedings in order to complete the above sale transaction and if it does not close, any future sale transaction;
  - (b) Cannect is under a tight deadline;
  - (c) The Debtor's NOI stay expires at 12:01 AM on December 15, 2021, and there is no intention of extending it, especially given that an extension would only take the stay period to January 1, 2022, the outside date of the NOI proceedings;
  - (d) This is not a restructuring, no longer debtor-driven and the Debtor's bankruptcy is imminent;
  - (e) In terms of timing or sequence of proceedings, Cannect does not want an intervening bankruptcy or deemed bankruptcy before the receivership. It is therefore asking this Court to simultaneously or together lift the NOI stay, terminate the BIA proposal proceedings and appoint a receiver over the Debtor;



- (f) as noted above, the Proposal Trustee has entered into or is about to enter into an agreement of purchase and sale with a potential purchaser of the Leasehold Interest but needs more time beyond the NOI period to possibly close the transaction, if it closes. This potential sale, and any other possible sale if this one does not close, can be completed by a court-appointed receiver or in receivership proceedings;
- (g) the Debtor is or will be in default of its obligations to Cannect;
- (h) to preserve, protect and ultimately realize on the collateral or Leasehold Interest subject to the Security;
- (i) the Security provides for the court-appointment of a receiver; and
- (j) it is just and convenient to appoint a receiver.

37. KSV has consented to act as Receiver in this matter.

#### **Other Grounds**

- 38. Sections 50.4(8), 50.4(9), 50.4(11), 69.4 and 243(1) of the BIA; Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. 43, as amended; and
- 39. Such further and other grounds as the lawyers may advise and this Court may deem just.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the Motion:

- (a) the Affidavit of Marcus Tzaferis, sworn December 1, 2021;

- (b) the consent of KSV Restructuring Inc., dated November 30, 2021; and
- (c) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

December 7, 2021

**FOGLER, RUBINOFF LLP**

Lawyers  
77 King Street West  
Suite 3000, P.O. Box 95  
TD Centre North Tower  
Toronto, ON M5K 1G8

**Vern W. DaRe (LSO: 32591E)**

Tel: 416.941.8842  
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Email: [vdare@foglery.com](mailto:vdare@foglery.com)

Lawyers for the DIP Lender,  
Cannect Mortgage Investment Corporation

**TO: ATTACHED SERVICE LIST**

# **SCHEDULE "A"**

**SCHEDULE “A” – VIDEOCONFERENCE DETAILS**

Join Zoom Meeting

<https://us06web.zoom.us/j/86215304612?pwd=TU9DUEFBbk9tcDVVc3pqT29lT3U1QT09>

Meeting ID: 862 1530 4612

Passcode: 883320

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF CLAIREVILLE PROPERTY HOLDINGS INC.  
A CORPORATION INCORPORATED UNDER THE ONTARIO BUSINESS  
CORPORATIONS ACT**

Estate/Court File No. 31-2749576

***ONTARIO*  
SUPERIOR COURT OF JUSTICE  
[IN BANKRUPTCY AND INSOLVENCY]  
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT  
TORONTO

**NOTICE OF MOTION**

**FOGLER, RUBINOFF LLP**

Lawyers

77 King Street West

Suite 3000, P.O. Box 95

TD Centre North Tower

Toronto, ON M5K 1G8

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Lawyers for the DIP Lender,

Cannect Mortgage Investment Corporation

## **TAB 2**

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**[IN BANKRUPTCY AND INSOLVENCY]**  
**(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
CLAIREVILLE PROPERTY HOLDINGS INC.  
A CORPORATION INCORPORATED UNDER  
THE ONTARIO *BUSINESS CORPORATIONS ACT***

**AFFIDAVIT OF MARCUS TZAFERIS**  
**(Sworn December 1, 2021)**

**I, MARCUS TZAFERIS**, of the City of Toronto, in the Province of Ontario, MAKE  
OATH AND SAY:

1. I am the founder and Chief Executive Officer of Cannect Mortgage Investment Corporation (“**Cannect**”), the DIP lender of Claireville Property Holdings Inc. (the “**Debtor**”) in these proposal proceedings under the *Bankruptcy and Insolvency Act* R.S.C. 1985 c.B-3 (“**BIA**”), and, as such have knowledge of the facts and matters hereinafter deposed by me, except where stated to be based upon information and belief and where so stated I do verily believe same to be true.

2. I swear this Affidavit in relation to Cannect's motion for, *inter alia*, the termination of the proposal proceedings; the lifting of the stay of proceedings, to permit Cannect, on a *nunc pro tunc* basis, to commence receivership proceedings; and the appointment of a receiver over the assets, property and undertaking of the Debtor, and for no other or improper purpose.

**Introduction**

3. The Debtor filed a notice of intention to file a proposal under the BIA on July 2, 2021 (the

“NOI”), naming KSV Restructuring Inc. (“KSV”), as the proposal trustee (the “**Proposal Trustee**”).

4. As a result of filing the NOI and subsequent extensions of the stay of proceedings, a stay of proceedings is currently in place. This stay of proceedings expires at 12:01 AM on December 15, 2021, unless the Debtor or Proposal Trustee obtains an extension of the stay of proceedings on December 14, 2021 or before. I understand that any such extension, if granted, can only be to a maximum or latest date of on or about January 1, 2022, the outside date for the Debtor (or Proposal Trustee, on behalf of the Debtor) to file a proposal (i.e., 6 months from the filing of the NOI).

5. The Proposal Trustee has indicated that it or the Debtor does not intend to seek an extension of the stay of proceedings on December 14, 2021 and therefore does not intend to file a proposal to its creditors during the NOI period. I understand that this will result in a deemed bankruptcy of the Debtor. Also, as elaborated below, there was a sales process run during the NOI period, which just recently led to a signing (or soon to be signed) of an agreement of purchase and sale between the Proposal Trustee and successful purchaser. The Proposal Trustee has indicated that it is not possible to complete or close this sale transaction, if it closes, by January 1, 2022 or during the NOI period.

6. To preserve this sale transaction and possibly close it (or any other sale transaction, if this one does not close), Cannect wants these sale efforts to continue in a receivership proceeding. This is no longer a restructuring and should not be debtor-driven. Nor does Cannect want to see an intervening bankruptcy (i.e., deemed bankruptcy) before the receivership. That is, in terms of timing, Cannect would like to see a quick transition from these NOI proceedings to receivership proceedings, without an intervening bankruptcy, to facilitate and allow for the closing of the above sale transaction, if it closes. Unfortunately, timing is tight, in that the stay of proceedings in the



NOI proceedings will expire on December 15, 2021 resulting in a deemed bankruptcy of the Debtor, and therefore Cannect is not only asking this Court on December 14, 2021 to simultaneously lift the stay and terminate the BIA proposal proceedings but to also appoint a receiver.

7. The Debtor is or will be indebted to Cannect under a DIP loan in the principal amount of \$4.5 million plus interest and costs. The loan is secured by a DIP Lender's Charge (defined below) and other security which, among other things, authorizes the appointment of a receiver upon default.

8. The Debtor is or will be in default of its obligations to Cannect. One event of default under the DIP loan is the expiry of the NOI stay of proceedings or the termination of the NOI proceedings.

9. Given that the NOI stay of proceedings will expire on December 15, 2021 and the Debtor or Proposal Trustee does not intend on seeking an extension of the stay of proceedings, it is not likely that the Debtor (or Proposal Trustee, on behalf of the Debtor) will make a viable proposal that is accepted by its creditors prior to the expiry of the stay period or the outside date of January 1, 2022.

10. In my opinion, it is just and equitable that the NOI stay of proceedings be lifted and the proposal proceedings be terminated to permit the appointment of a receiver over the Debtor, so as to facilitate the sale of its assets in a receivership, as the Debtor does not intend to make a proposal and Cannect has the right under its security to request the court-appointment of a receiver.

### **Background**

11. The Debtor was incorporated under the *Business Corporations Act* (Ontario) in 2015.

12. The Debtor’s main asset is its leasehold interest (the “**Leasehold Interest**”) in 13 dual tenant industrial buildings municipally addressed at 18/20/22/24/26 Huddersfield Road, 350/354/358 Humberline Drive and 93/101/123/130/160 Claireville Drive, Toronto, Ontario (collectively, the “**Real Property**”).

13. The Debtor is the registered owner of the Leasehold Interest, which it holds as bare trustee and nominee for and on behalf of several co-tenants.

14. The Leasehold Interest is subject to a 99-year ground lease with Kornwood Investments Ltd. dated September 1, 1973, which expires on August 31, 2073.

### **Proposal Proceedings and DIP Loan**

15. The NOI was filed on July 2, 2021.

16. At the start of the NOI proceedings, the Debtor’s principal secured creditor was DUCA Financial Services Credit Union Ltd. (“**DUCA**”), which was owed approximately \$2.4 million. The Debtor also had accrued unpaid property tax arrears of approximately \$2 million. DUCA issued a demand letter together with a Notice of Intention to Enforce Security pursuant to section 244 of the BIA in June 2021. The Debtor filed its NOI prior to the expiry of the statutory 10-day notice period.

17. In July 2021, the Debtor obtained a commitment from Cannect to repay DUCA and bring the outstanding property taxes current by way of a DIP loan in the principal amount of \$4.5 million. The July 28 Order (defined below) approved, among other things, the DIP loan, which funding was advanced on July 30, 2021 and used to repay DUCA and the property tax arrears.

18. On July 28, 2021 (the “**July 28 Order**”), the Honourable Justice Pattillo granted various relief including the following:

- (a) approving the debtor-in-possession financing from Cannect in the principal amount of \$4.5 million (the “**DIP Loan**”), the debtor-in-possession financing term sheet between Cannect and the Debtor dated July 23, 2021 (the “**DIP Term Sheet**”), the priority charges to secure the DIP Loan (the “**DIP Lender's Charge**”) and certain professional costs (the “**Administration Charge**”), and a payout of property tax arrears and DUCA;
- (b) extending the Proposal Trustee’s powers in respect of the Debtor, to the exclusion of all others Persons (as defined in the July 28 Order), including the Debtor itself;
- (c) approving a sale and investment solicitation process (“**SISP**”);
- (d) extending the time for the Proposal Trustee to file a proposal on the Debtor’s behalf under the BIA to and including September 15, 2021; and
- (e) approving the First Report of the Proposal Trustee dated July 26, 2021 (the “**First Report**”); and the conduct and activities of the Proposal Trustee described in the First Report.

Attached to my Affidavit and marked as **Exhibit “A”** is a true copy of the July 28 Order.

19. On September 15, 2021 (the “**September 15 Order**”), the Honourable Justice Cavanagh granted various relief including the following:

- (a) extending the time for the Proposal Trustee to file a proposal on the Debtor’s behalf under the BIA up to and including October 30, 2021;
- (b) approving the Second Report of the Proposal Trustee dated September 7, 2021 (the “**Second Report**”), and the conduct and activities of the Proposal Trustee described in the Second Report; and

- (c) approving the fees and disbursements of the Proposal Trustee and its lawyer as set out in the Second Report.

Attached to my Affidavit and marked as **Exhibit “B”** is a true copy of the September 15 Order.

20. On October 27, 2021 (the “**October 27 Order**”), the Honourable Justice Koehnen granted various relief including the following:

- (a) extending the time for the Proposal Trustee to file a proposal on the Debtor’s behalf under the BIA up to and including December 14, 2021;
- (b) approving the Third Report of the Proposal Trustee dated October 20, 2021 (the “**Third Report**”), and the conduct and activities of the Proposal Trustee described in the Third Report; and
- (c) approving the fees and disbursements of the Proposal Trustee and its lawyer as set out in the Third Report.

Attached to my Affidavit and marked as **Exhibit “C”** is a true copy of the October 27 Order.

21. During the NOI period and as further detailed in the First Report, Second Report and Third Report, the Proposal Trustee has advanced the SISP including through its sales advisor, CB Richard Ellis Limited (“**CBRE**”). In accordance with the July 28 Order, the Proposal Trustee solicited listing proposals from five commercial realtors to act as listing agent for the Leasehold Interest in the Real Property. Following consultation with Cannect, the Proposal Trustee entered into a listing agreement for the Leasehold Interest on or about August 25, 2021 with CBRE. CBRE subsequently made marketing materials available and created a data room to share these materials

with potential purchasers; and the Proposal Trustee, in consultation with CBRE, set down a timeline to receive offers.

22. On or about December 1, 2021, the Proposal Trustee entered into or was about to enter into an agreement of purchase and sale regarding the Leasehold Interest in the Real Property with the successful purchaser. The Proposal Trustee has indicated that it is not possible to complete or close this sale transaction, if it closes, by January 1, 2022 or during the NOI period.

23. The Proposal Trustee or Debtor is not seeking an extension of the NOI stay of proceedings, which expires on December 15, 2021.

24. I am advised by Cannect's lawyer that the time referenced in section 50.4(9) of the BIA and the October 27 Order currently expires on December 15, 2021, and the Court is not authorized pursuant to section 50.4(9) of the BIA to extend the time referenced in such section beyond January 1, 2022.

25. I am also advised by Cannect's lawyer that the Debtor will be deemed to have made an assignment in bankruptcy pursuant to section 50.4(8) of the BIA on the expiry of the stay period on December 15, 2021.

26. Cannect will be seeking, among other things, on December 14, 2021, to lift the stay of proceedings pursuant to section 69.4 of the BIA and the termination of the proposal proceedings pursuant to section 50.4(11) of the BIA in respect of the NOI. The form of the first draft order is attached as Tab 3 to the Motion Record to which this Affidavit pertains.

### **Appointment of Receiver**

27. On December 14, 2021 (if these proposal proceedings are terminated on that date) or December 15, 2021 (the expiry date of the NOI stay of proceedings), the Debtor will be indebted

to Cannect in the amount of \$4.5 million plus interest and costs under the DIP Term Sheet. Attached to my Affidavit and marked as **Exhibit “D”** is a true copy of the DIP Term Sheet.

28. The maturity or termination date (the “**Termination Date**”) of the DIP Loan under the DIP Term Sheet is generally the earliest of the following: (a) on or about January 30, 2022; (b) the date the NOI stay of proceedings expires without being extended (i.e., December 15, 2021) or the date the NOI proceedings are terminated (i.e., December 14, 2021, if the proposal proceedings are terminated on that date) or the Debtor becomes bankrupt; and (c) an Event of Default.

29. The expiry of the NOI stay of proceedings, the termination of the BIA proposal proceedings or bankruptcy regarding the Debtor also constitute an Event of Default under the DIP Term Sheet. Also, any action (or inaction) of the Debtor which would, in the sole determination of Cannect, have a material adverse effect on the Debtor or the collateral (i.e., Leasehold Interest) constitutes an event of default under the DIP Term Sheet. In Cannect's sole determination, the intended failure of the Debtor to file a proposal during the NOI period and the resulting deemed bankruptcy will have a material adverse effect on the Debtor's collateral.

30. Upon the Termination Date (i.e., December 14 or 15, 2021) or the occurrence of an Event of Default under the DIP Term Sheet, all of the indebtedness of the Debtor to Cannect, together with all interest and other amounts owing under the DIP Term Sheet, shall become immediately due and payable and Cannect is entitled to enforce its security.

31. Cannect holds the following security (collectively, the “**Security**”) regarding the DIP Loan: a DIP Lender's Charge granted by the Court in the July 28 Order; a general security agreement (“**GSA**”) dated August 16, 2021, granted by the Debtor or Proposal Trustee on behalf of the Debtor, to Cannect; and an indenture regarding the assignment of rents (“**Assignment of Rents**”) dated August 17, 2021, granted by the Debtor or Proposal Trustee on behalf of the Debtor,

to Cannect. Attached to my Affidavit and marked as **Exhibit “E”** are true copies of the GSA and Assignment of Rents.

32. The GSA was perfected by registering a financing statement against the Debtor under the *Personal Property Security Act* (Ontario) (the “**PPSA**”) on or about August 12, 2021, and the Notice of Assignment of Rents was registered on title of the Real Property on or about October 20, 2021. Attached to my Affidavit and marked as **Exhibit “F”** are true copies of the PPSA search regarding the Debtor and the land titles search regarding the Real Property.

33. Under the GSA and DIP Lender's Charge or July 28 Order, on default, Cannect may, among other things, apply to this Court for the appointment of a receiver against the Debtor.

34. Under the DIP Term Sheet and July 28 Order, before Cannect can enforce its Security, including applying to this Court for the appointment of a receiver, it must provide five (5) days' notice to the Debtor and the Proposal Trustee. The Debtor and the Proposal Trustee, or their counsel, are included on the Service List in this motion and will be provided approximately seven (7) days' notice of this motion for the appointment of a receiver.

35. On or about December 1, 2021, Cannect had a notice of application issued or requested same to be issued on the Commercial List for, among other things, the appointment of a receiver over the Debtor. Attached to my Affidavit and marked as **Exhibit “G”** is a true copy of the said issued notice of application or requested notice of application to be issued.

36. Cannect seeks the appointment of a receiver over the Debtor in the form of the second draft order (appointing Receiver) attached as Tab 4 to the Motion Record to which this Affidavit pertains.

37. The Order (appointing Receiver) sought by Cannect provides for, among other things, the retention of independent counsel by the receiver to address any issue or matter where there may be an

actual or perceived conflict with Cannect, including any and all potential priority disputes. In all other situations, the draft Order (appointing Receiver) provides authorization for the receiver to use Cannect's counsel as a matter of cost efficiency.

38. Cannect's need for the appointment of a receiver is apparent based on the current circumstances, including the following:

- (a) The need for a quick transition from NOI proceedings to receivership proceedings in order to complete the above sale transaction and if it does not close, to complete any future sale transaction;
- (b) Cannect is under a tight deadline;
- (c) The Debtor's NOI stay expires at 12:01 AM on December 15, 2021, and there is no intention of extending it, especially given that an extension would only take the stay period to January 1, 2022, the outside date of the NOI proceedings;
- (d) This is not a restructuring, no longer debtor-driven and the Debtor's bankruptcy is imminent;
- (e) In terms of timing or sequence of proceedings, Cannect does not want an intervening bankruptcy or deemed bankruptcy before the receivership. It is therefore asking this Court to simultaneously or together lift the NOI stay, terminate the BIA proposal proceedings and appoint a receiver over the Debtor;
- (f) as noted above, the Proposal Trustee has entered into, or is expected to soon enter into, an agreement of purchase and sale with a potential purchaser of the Leasehold Interest but needs more time beyond the NOI period to possibly close the transaction, if it closes. This potential sale, and any other possible sale if this one



does not close, can be completed by a court-appointed receiver or in receivership proceedings;

- (g) the Debtor is or will be in default of its obligations to Cannect;
- (h) to preserve, protect and ultimately realize on the collateral or Leasehold Interest subject to the Security;
- (i) the Security provides for the court-appointment of a receiver; and
- (j) it is just and convenient to appoint a receiver.

39. KSV has consented to act as the Receiver. Attached to my Affidavit and marked as **Exhibit "H"** is a true copy of the consent of KSV to act as the Receiver.

40. I swear this Affidavit in relation to Cannect's motion for, *inter alia*, the termination of the proposal proceedings; the lifting of the stay of proceedings, to permit Cannect, on a *nunc pro tunc* basis, to commence receivership proceedings; and the appointment of a receiver over the assets, property and undertaking of the Debtor, and for no other or improper purpose.

**SWORN** by Marcus Tzaferis of the City of Toronto, in the Province of Ontario, before me at the City of Mississauga, in the Province of Ontario, on December 1, 2021, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits  
(or as may be)



**MARCUS TZAFERIS**

Katelin Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubinoff LLP,  
Barristers and Solicitors.  
Expires April 23, 2023.

This is Exhibit "A" referred to in the Affidavit of Marcus Tzaferis sworn by Marcus Tzaferis of the City of Toronto, in the Province of Ontario, before me at the City of Mississauga, in the Province of Ontario, on December 1, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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

**Katelin Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubinoff LLP,  
Barristers and Solicitors.  
Expires April 23, 2023.**

Estate Number: 31-2749576  
Court File No.: 31-2749576

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
**(IN BANKRUPTCY AND INSOLVENCY)**

THE HONOURABLE	)	WEDNESDAY, THE
	)	
JUSTICE PATTILLO	)	28 <sup>th</sup> DAY OF JULY, 2021

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF CLAIREVILLE PROPERTY HOLDINGS INC.  
A CORPORATION INCORPORATED UNDER  
THE ONTARIO *BUSINESS CORPORATIONS ACT***



**ORDER**

(RE: STAY EXTENSION, EXPANDED POWERS OF THE PROPOSAL TRUSTEE,  
SISP, DIP LOAN, AND CHARGES)

**THIS MOTION**, made by Claireville Property Holdings Inc. (the “**Debtor**”) pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the “**BIA**”) to, among other things, (i) extend the time for the filing of a proposal; (ii) approve the expanded powers of KSV Restructuring Inc. in its capacity as proposal trustee of the Debtor (the “**Proposal Trustee**”), (iii) approve debtor-in-possession financing advanced by Cannect Mortgage Investment Corporation (the “**DIP Loan**”); (iv) approve certain priority charges; (v) approving a sale and investment solicitation process (“**SISP**”); and approving the First Report of the Proposal Trustee dated July 26, 2021 (the “**First Report**”) and the actions and activities of the Proposal Trustee set out therein, proceeded on this day by videoconference due to the COVID-19 crisis.

**ON READING** the Motion Record of the Debtor and the First Report and on hearing the submissions of counsel for the Debtor, the Proposal Trustee, and any other person listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Levi Rivers, filed and the affidavit of service of Susy Moniz, filed:

### **SERVICE**

1. **THIS COURT ORDERS** that the service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

### **EXTENSION OF TIME TO FILE A PROPOSAL**

2. **THIS COURT ORDERS** that pursuant to Section 50.4(9) of the BIA, the period for the Proposal Trustee to file, on behalf of the Debtor, a proposal to creditors under the BIA be and is hereby extended to and including August 9, 2021 (the “**Stay Period**”).

3. **THIS COURT ORDERS** that if the Proposal Trustee files with the court on or before the expiry of the Stay Period a closing certificate confirming that: (a) the DIP Loan has closed; and (b) DUCA Financial Services Credit Union Ltd. (“**DUCA**”) has been indefeasibly repaid from the proceeds of the DIP Loan, which repayment shall be no greater than the amount of \$2,291,500.00 (the “**Maximum DUCA Payout Amount**”), the Stay Period is automatically extended to September 15, 2021.

### **EXPANDED POWERS OF THE PROPOSAL TRUSTEE**

4. **THIS COURT ORDERS** that, in addition to the powers afforded to the Proposal Trustee under the BIA prior to the granting of this Order (which powers, for greater certainty, shall continue after the granting of this Order), the Proposal Trustee is also hereby empowered and authorized, but not obligated to, act at once in respect of the property, assets and undertaking of the Debtor (the “**Property**”) and, without in any way limiting the generality of the foregoing, the Proposal Trustee is expressly empowered and authorized to do any of the following where the Proposal Trustee considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property, including, without limitation, any bank account of the Debtor and any accounts maintained with suppliers, vendors and service providers, and any and all rents, 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 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 Proposal Trustee’s powers and duties, including without limitation those conferred by this Order;

- (d) 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;
- (e) to settle, extend or compromise any indebtedness owing to the Debtor;
- (f) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Proposal Trustee's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (g) to market any or all of the Property, including advertising and soliciting offers for sale or refinancing in respect of the Property and negotiating such terms and conditions of sale as the Proposal Trustee in its discretion may deem appropriate;
- (h) to conduct the SISP and steps related thereto, as set out in more detail in this Order;
- (i) 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;
- (j) to report to, meet with and discuss with such affected Persons (as defined below) as the Proposal Trustee deems appropriate on all matters relating to the Property and this proceeding, and to share information, subject to such terms of confidentiality as the Proposal Trustee deems advisable;
- (k) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (l) to exercise any co-tenancy, shareholder, partnership, joint venture or other rights which the Debtor may have in respect of the Property; and
- (m) 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 Proposal Trustee takes any such actions or steps, it shall be exclusively authorized and empowered to do so to the exclusion of all other Persons, including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE PROPOSAL TRUSTEE**

5. **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 shall forthwith advise the Proposal Trustee of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Proposal Trustee, and shall deliver all such Property to the Proposal Trustee upon the Proposal Trustee's request.

6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Proposal Trustee 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 Proposal Trustee or permit the Proposal Trustee to

make, retain and take away copies thereof and grant to the Proposal Trustee unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 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 Proposal Trustee due to the privilege attaching to solicitor client communication or due to statutory provisions prohibiting such disclosure.

7. **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 Proposal Trustee for the purpose of allowing the Proposal Trustee to recover and full 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 Proposal Trustee in its discretion deems expedient, and shall not alter, erase or destroy any records without the prior written consent of the Proposal Trustee. Further, for the purposes of this paragraph all Persons shall provide the Proposal Trustee with all such assistance in gaining immediate access to the information in the Records as the Proposal Trustee may in its discretion require including providing the Proposal Trustee with instructions on the use of any computer or other system and providing the Proposal Trustee with any and all access cords, account names and account numbers that may be required to gain access to the information.

#### **PROPOSAL TRUSTEE TO HOLD FUNDS**

8. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Proposal Trustee from and after the making of this Order



from any source whatsoever, including, without limitation, the sale of all or any of the Property pursuant to the SISP and the collection of any rent amounts or 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 Proposal Trustee (the “**Proposal Trustee Accounts**”) and the monies standing to the credit of such Proposal Trustee Accounts from time to time, net of any disbursements provided for herein, shall be held by the Proposal Trustee to be paid in accordance with the terms of this Order or any further Order of this Court.

#### **EMPLOYEES**

9. **THIS COURT ORDERS** that the Proposal Trustee 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 Proposal Trustee may specifically agree in writing to pay, or in respect to its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

#### **PIPEDA**

10. **THIS COURT ORDERS** the Proposal Trustee that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Proposal Trustee shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property under the SISP and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one of 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 Proposal Trustee, 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, shall return all other personal information to the Proposal Trustee, or ensure that all other personal information is destroyed.

### **LIMITATIONS ON ENVIRONMENTAL LIABILITIES**

11. **THIS COURT ORDERS** that nothing herein contained shall require the Proposal Trustee 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 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 Proposal Trustee from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Proposal Trustee shall not, as a result of this Order or anything done in pursuance of the Proposal Trustee’s duties and powers under this Order, be deemed in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

### **ADMINISTRATION CHARGE**

12. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee, and counsel to the Debtor shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed the amount of \$250,000 as security for their professional fees and disbursements incurred at the standard rates and charges of the Proposal Trustee and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraph 22 hereof.

13. **THIS COURT ORDERS** that the Proposal Trustee and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Proposal Trustee and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

14. **THIS COURT ORDERS** that prior to the passing of its accounts, the Proposal Trustee 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 Proposal Trustee or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

### **APPROVAL OF THE FIRST REPORT**

15. **THIS COURT ORDERS** that the First Report and the conduct and activities of the Proposal Trustee described therein be and are hereby approved.

**DIP FINANCING AND CHARGE**

16. **THIS COURT ORDERS** that the Debtor is hereby authorized and empowered to obtain and borrow a DIP Loan from Cannect Mortgage Investment Corporation (the “**DIP Lender**”), and such DIP Loan shall not exceed \$4,500,000.00 unless permitted by further Order of this Court.

17. **THIS COURT ORDERS THAT** the DIP Loan shall be on the terms and subject to the conditions set forth in the DIP Term Sheet between the Debtor and the DIP Lender dated as of July 23, 2021 (the “**DIP Term Sheet**”), filed.

18. **THIS COURT ORDERS** that the Debtor is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the “**Definitive Documents**”), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Debtor is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

19. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Lender’s Charge**”) on the Property, which DIP Lender’s Charge shall not secure an obligation that exists before this Order is made. The DIP Lender’s Charge shall have the priority set out in paragraph 22 hereof.

20. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon five (5) days notice to the Debtor and the Proposal Trustee, may exercise any and all of its rights and remedies against the Debtor or the Property under or pursuant to the DIP Term Sheet, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Debtor and set off and/or consolidate any amounts owing by the DIP Lender to the Debtor against the obligations of the Debtor to the DIP Lender under the DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Debtor and for the appointment of a trustee in bankruptcy of the Debtor; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Debtor or the Property.

21. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any Proposal filed by the Debtor under the BIA with respect to any advances made under the Definitive Documents.

#### **VALIDITY AND PRIORITY OF CHARGES**

22. **THIS COURT ORDERS** that the priorities of the Administration Charge and the DIP Lender's Charge (together, the "**Charges**"), as among them, shall be as follows:

**First** – Administration Charge (to the maximum amount of \$250,000); and

**Second-** the DIP Lender's Charge (to the maximum amount of \$4,500,000.00).

23. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

24. **THIS COURT ORDERS** that the Charges shall constitute a charge on the Property and shall, subject to the priorities established in paragraph 22 herein, rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

25. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, no further Encumbrances shall be granted over any Property that rank in priority to, or *pari passu* with the Charges, unless the prior written consent of the Proposal Trustee and the DIP Lender is obtained, or by further Order of this Court.

26. **THIS COURT ORDERS** that the DIP Term Sheet, the Definitive Documents and the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (the “**Chargees**”) shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Debtor, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the Debtor of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Debtor entering into the DIP Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Debtor pursuant to this Order, the DIP Term Sheet or the Definitive Documents, and the granting of the Charges, do not and will not

constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

#### **SOLICITATION OF LISTING PROPOSALS**

27. **THIS COURT ORDERS** that the Proposal Trustee is hereby authorized and empowered to obtain listing proposals from such brokers as it deems appropriate to solicit a sale and/or investment transaction in respect of the Property, and to execute and perform a listing agreement (the “**Listing Agreement**”) with such broker and on such terms as it deems appropriate.

28. **THIS COURT ORDERS** that the Proposal Trustee conduct the sale and investment solicitation process (“**SISP**”) as set out in Schedule “**A**” to this Order with respect to the solicitation of a sale and/or investment transaction in respect of the Property.

29. **THIS COURT ORDERS** that the Proposal Trustee will not execute a Listing Agreement until the earlier of: (a) repayment of Claireville’s obligations to DUCA up to the Maximum DUCA Payout Amount; and (b) August 10, 2021.

#### **PAYMENT OF PROPERTY TAX ARREARS AND DUCA**

30. **THIS COURT ORDERS** that, upon receipt by the Debtor of the net funds advanced under the DIP Loan, the Proposal Trustee shall be and is hereby authorized and directed to cause the Debtor to make distributions to (i) first, the City of Toronto on account of all property tax arrears due and owing by the Debtor; and (ii) second, DUCA Financial Services Credit Union Ltd. on account of the Debtor’s secured indebtedness owing to DUCA for principal, interest and costs, in full up to the Maximum DUCA Payout Amount and subject to the Proposal Trustee obtaining an



independent security opinion from its legal counsel confirming the validity and enforceability of DUCA's underlying security.

#### **SEALING OF CONFIDENTIAL APPENDIX TO TRUSTEE'S REPORT**

31. **THIS COURT ORDERS** that the Confidential Appendix "1" to the First Report shall be sealed, kept confidential and not form part of the public record, but shall be placed separate and apart from all other contents of the court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further order of this Court.

#### **GENERAL**

32. **THIS COURT ORDERS** that in addition to the rights and protections afforded to the Proposal Trustee under the BIA or as an officer of this Court, the Proposal Trustee shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order save and except for any gross negligence or wilful misconduct on its part and nothing in this Order shall derogate from the protections afforded to the Proposal Trustee by the BIA or any applicable legislation. For greater certainty, and without in any way limiting the generality of the foregoing, none of the Proposal Trustee and any of its affiliates, partners, directors, employees, agents and controlling persons shall have any liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to an Person in connection with any of the powers granted to the Proposal Trustee under this Order, except to the extent that such losses, claims,

damages or liabilities result from gross negligence or wilful misconduct of the Proposal Trustee in performing its obligations under this Order.

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 documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/> shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service 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 and shall be accessibly by selecting the Debtor’s address from the list of engagements at the following URL: <https://www.ksvadvisory.com/insolvency-cases/>.

34. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Proposal Trustee 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 it sent by ordinary mail, on the third business day after mailing.

35. **THIS COURT ORDERS** that nothing in this Order shall prevent the Proposal Trustee from acting as a trustee in bankruptcy of the Debtor, Gross Capital Inc. or any of their subsidiaries or related corporations.

36. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or the United States, to give effect to this Order and to assist the Proposal Trustee and its respective 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 Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Proposal Trustee and its respective agents in carrying out the terms of this Order.

37. **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 Proposal Trustee 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.

38. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Toronto time on the date of this Order, and this Order is enforceable without the need for entry and filing





**SCHEDULE “A”****SALE AND INVESTMENT SOLICITATION PROCESS**

<b>Step</b>	<b>Deadline</b>
Proposal Trustee to select and execute a Listing Agreement (the “ <b>Listing Agent</b> ”)	No later than August 13, 2021
Due diligence phase, during which the Listing Agent and Proposal Trustee will perform marketing outreach and advertising in such publications as are appropriate to solicit a sale or investment offer for the Property.  The Listing Agent to provide access to a data room for interested parties who have executed a confidentiality agreement.	To be commenced as soon as the Property is listed on MLS
Bid Deadlines including whether a two phased sale process is pursued	To be determined by Proposal Trustee in consultation with Listing Agent  Bid Deadlines to be communicated in advance to potential bidders
Court Approval of a Successful Bid and closing of the sale or investment transaction	To be determined by Proposal Trustee in consultation with Listing Agent

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL  
OF CLAIRVILLE PROPERTY HOLDINGS INC. A CORPORATION  
INCORPORATED UNDER THE ONTARIO *BUSINESS CORPORATIONS ACT***

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST  
(IN BANKRUPTCY AND INSOLVENCY)**

Proceedings commenced at Toronto

**ORDER  
(RE EXPANDED POWERS OF PROPOSAL  
TRUSTEE, CHARGES AND SISP)**

**WEISZ FELL KOUR LLP**

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**Lawyers for Claireville Property  
Holdings Inc.**



This is Exhibit "B" referred to in the Affidavit of Marcus Tzaferis sworn by Marcus Tzaferis of the City of Toronto, in the Province of Ontario, before me at the City of Mississauga, in the Province of Ontario, on December 1, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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

**Katelin Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubinoff LLP,  
Barristers and Solicitors.  
Expires April 23, 2023.**



Estate/Court File No. 31-2749576

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**[IN BANKRUPTCY AND INSOLVENCY]**  
**(COMMERCIAL LIST)**

THE HONOURABLE	)	WEDNESDAY, THE 15TH DAY
	)	
MR JUSTICE CAVANAGH	)	OF SEPTEMBER, 2021

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF CLAIREVILLE PROPERTY HOLDINGS INC.  
A CORPORATION INCORPORATED UNDER  
THE ONTARIO *BUSINESS CORPORATIONS ACT***

**ORDER**

**THIS MOTION**, made by KSV Restructuring Inc. (“**KSV**”), in its capacity as the proposal trustee (in such capacity, the “**Proposal Trustee**”) of Claireville Property Holdings Inc. (the “**Debtor**”), for an order, *inter alia*, (i) extending the time for the Proposal Trustee to file a proposal on the Debtor’s behalf under the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) to and including October 30, 2021; and (ii) approving the Second Report of the Proposal Trustee dated September 7, 2021 (the “**Second Report**”) and the conduct and activities of the Proposal Trustee described therein, was heard this day by judicial videoconference due to the COVID-19 emergency.

**ON READING** the Second Report and the appendices thereto and on hearing the submissions of counsel for the Proposal Trustee and such other counsel as were present, no one appearing for any other person on the service list, although duly served as appears from the affidavit of service of Tamie Dolny sworn September 13, 2021, filed:

**SERVICE**

1. **THIS COURT ORDERS** that the time for service and filing of the notice of motion and the motion record be and is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

**EXTENSION OF PROPOSAL PERIOD**

2. **THIS COURT ORDERS** that, pursuant to subsection 50.4(9) of the BIA, the time for filing a proposal with the Official Receiver in the proceedings of the Debtor, including the stay of proceedings, is extended to and including October 30, 2021.

**APPROVAL OF THE SECOND REPORT**

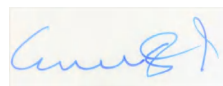
3. **THIS COURT ORDERS** that the Second Report be and is hereby approved and the conduct and activities of the Proposal Trustee described therein be and are hereby approved.

**APPROVAL OF FEES**

4. **THIS COURT ORDERS** that the fees and disbursements of the Proposal Trustee and its counsel, as set out in the Second Report and the fee affidavits appended thereto, are hereby approved.

5. **THIS COURT HEREBY REQUESTS** the aid and recognition of any Court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Proposal Trustee 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 Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

6. **THIS COURT ORDERS** that this Order is effective from the date on which it is made, and is enforceable without any need for entry and filing.



Digitally signed by  
Mr. Justice Cavanagh

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**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF CLAIREVILLE PROPERTY HOLDINGS INC.  
A CORPORATION INCORPORATED UNDER THE ONTARIO BUSINESS  
CORPORATIONS ACT**

Estate/Court File No. 31-2749576

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**[IN BANKRUPTCY AND INSOLVENCY]**  
**(COMMERCIAL LIST)**

**Proceedings commenced at Toronto**

**ORDER**

**AIRD & BERLIS LLP**  
Barristers and Solicitors  
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Email: [jnemers@airdberlis.com](mailto:jnemers@airdberlis.com)

*Lawyers for the Proposal Trustee*

This is Exhibit "C" referred to in the Affidavit of Marcus Tzaferis sworn by Marcus Tzaferis of the City of Toronto, in the Province of Ontario, before me at the City of Mississauga, in the Province of Ontario, on December 1, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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

**Katelin Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubincoff LLP,  
Barristers and Solicitors.  
Expires April 23, 2023.**

Estate/Court File No. 31-2749576

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
[IN BANKRUPTCY AND INSOLVENCY]  
(COMMERCIAL LIST)**

THE HONOURABLE MR	)	WEDNESDAY, THE 27TH DAY
	)	
JUSTICE KOEHNEN	)	OF OCTOBER, 2021

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF CLAIREVILLE PROPERTY HOLDINGS INC.  
A CORPORATION INCORPORATED UNDER  
THE ONTARIO *BUSINESS CORPORATIONS ACT***

**ORDER**

**THIS MOTION**, made by KSV Restructuring Inc. (“**KSV**”), in its capacity as the proposal trustee (in such capacity, the “**Proposal Trustee**”) of Claireville Property Holdings Inc. (the “**Debtor**”), for an order, *inter alia*, (i) extending the time for the Proposal Trustee to file a proposal on the Debtor’s behalf under the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) to and including December 14, 2021; and (ii) approving the Third Report of the Proposal Trustee dated October 20, 2021 (the “**Third Report**”) and the conduct and activities of the Proposal Trustee described therein, was heard this day by judicial videoconference due to the COVID-19 emergency.

**ON READING** the Third Report and the appendices thereto and on hearing the submissions of counsel for the Proposal Trustee and such other counsel as were present, no one appearing for any other person on the service list, although duly served as appears from the affidavit of service of Tamie Dolny sworn October 21, 2021, filed:

**SERVICE**

1. **THIS COURT ORDERS** that the time for service and filing of the notice of motion and the motion record be and is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

**EXTENSION OF PROPOSAL PERIOD**

2. **THIS COURT ORDERS** that, pursuant to subsection 50.4(9) of the BIA, the time for filing a proposal with the Official Receiver in the proceedings of the Debtor, including the stay of proceedings, is extended to and including December 14, 2021.

**APPROVAL OF THE THIRD REPORT**

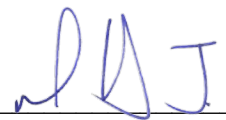
3. **THIS COURT ORDERS** that the Third Report be and is hereby approved and the conduct and activities of the Proposal Trustee described therein be and are hereby approved.

**APPROVAL OF FEES**

4. **THIS COURT ORDERS** that the fees and disbursements of the Proposal Trustee and its counsel, as set out in the Third Report and the fee affidavits appended thereto, are hereby approved.

**MISCELLANEOUS**

5. **THIS COURT ORDERS** that this Order is effective from the date on which it is made, and is enforceable without any need for entry and filing.

  
\_\_\_\_\_

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF CLAIREVILLE PROPERTY HOLDINGS INC.  
A CORPORATION INCORPORATED UNDER THE ONTARIO BUSINESS  
CORPORATIONS ACT**

Estate/Court File No. 31-2749576

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**[IN BANKRUPTCY AND INSOLVENCY]**  
**(COMMERCIAL LIST)**

**Proceedings commenced at Toronto**

**ORDER**

**AIRD & BERLIS LLP**  
Barristers and Solicitors  
Brookfield Place  
Suite 1800, 181 Bay Street  
Toronto, ON M5J 2T9

**Kyle Plunkett (LSO # 61044N)**  
Tel: (416) 865-3406  
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Fax: (416) 863-1515  
Email: [jnemers@airdberlis.com](mailto:jnemers@airdberlis.com)

*Lawyers for the Proposal Trustee*

This is Exhibit “D” referred to in the Affidavit of Marcus Tzaferis sworn by Marcus Tzaferis of the City of Toronto, in the Province of Ontario, before me at the City of Mississauga, in the Province of Ontario, on December 1, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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

**Katelin Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubinoff LLP,  
Barristers and Solicitors.  
Expires April 23, 2023.**



## DEBTOR-IN-POSSESSION FINANCING TERM SHEET

*This term sheet dated July 23, 2021 (the “Term Sheet”) sets out the terms and conditions upon which Cannect Mortgage Investment Corporation will provide debtor-in-possession financing to Claireville Property Holdings Inc.*

<b>Borrower:</b>	Claireville Property Holdings Inc. (the “ <b>Borrower</b> ”)
<b>Lender:</b>	Cannect Mortgage Investment Corporation (the “ <b>DIP Lender</b> ”)
<b>Proposal Trustee:</b>	KSV Restructuring Inc. in its capacity as proposal trustee of the Borrower (the “ <b>Proposal Trustee</b> ”) in connection with their proposal proceedings (the “ <b>NOI Proceedings</b> ”) under the <i>Bankruptcy and Insolvency Act</i> (Canada) (“the “ <b>BIA</b> ”) and not in its personal capacity. Reference is also made to the Notice of Intention to make a Proposal under the BIA dated July 2, 2021 (the “ <b>NOI</b> ”).
<b>Type of DIP Loan:</b>	Senior secured super-priority debtor-in-possession loan of up to a maximum amount of CDN \$4,500,000.00 (the “ <b>DIP Loan</b> ”), ranking behind only a court-ordered administration charge in favour of the Proposal Trustee, its counsel and counsel to the Borrower in the maximum amount of \$250,000.00 (the “ <b>Administration Charge</b> ”). The DIP Loan shall be available to the Borrower with the agreement of the Proposal Trustee subject to and in accordance with the terms herein.
<b>Purpose, Use of Proceeds:</b>	The proceeds of the DIP Loan will be applied by the Proposal Trustee to: (i) to pay any and all transaction costs, fees and expenses which are incurred in connection with the DIP Loan by the Borrower and the DIP Lender; (ii) to pay the outstanding property tax arrears in the approximate amount of \$1,900,000.00 owing on the property municipally known as 93-123 Claireville Drive, Toronto, Ontario (the “ <b>Claireville Property</b> ”); and (iii) to pay out the first mortgagee in the approximate amount of \$2,200,000.00 on the Claireville Property, DUCA Financial Services Credit Union Ltd.
<b>Closing Date:</b>	Within two days following the issuance of a Court order approving the DIP Loan, unless otherwise agreed by the Proposal Trustee and the DIP Lender (the “ <b>Closing Date</b> ”).

**Termination Date:**

The maturity of the DIP Loan (the “**Termination Date**”) shall be the earliest of:

- (a) six (6) months following the Closing Date or such other date agreed to be the DIP Lender in its sole discretion;
- (b) the date on which the stay of proceedings provided for by virtue of the filing of the BIA NOI expires without being extended with the consent of the DIP Lender or the date on which the NOI Proceedings shall be dismissed or terminated or the date on which either of the Borrower become bankrupt or the stay is lifted to allow a filing of bankruptcy petition under the BIA or receivership or similar insolvency proceeding not otherwise stayed ruing the NOI Proceedings; and
- (c) the date of the acceleration of the DIP Loan and the termination of the commitment with respect to the DIP Loan as a result of an Event of Default hereunder (as defined herein).

All outstanding amounts under the DIP Loan, together with all interest accrued in respect thereof and all other amounts owing under this DIP Term sheet shall be payable in full on the Termination Date.

**Interest Rates:**

All amounts outstanding under the DIP Loan will bear interest at a rate of 10% *per annum*, on the daily balance outstanding under the DIP Loan.

Interest shall be due, owing, payable and repaid as the Termination Date without further notice, protest, demand or other act on the part of the DIP Lender.

**Commitment Fee**

The Borrower shall pay to the DIP Lender a commitment fee equal to 4% of the amount of the DIP Loan (the “**Commitment Fee**”). The Commitment Fee is non-refundable and is fully earned and payable no later than the Closing Date. The Commitment Fee will be deducted and paid from the proceeds of the DIP Loan.

**Repayment:**

Unless otherwise repaid as contemplated herein, the DIP Loan shall be due, owing, payable and repaid as the Termination Date without further notice, protest, demand or other act on the part of the DIP Lender.

**Representations and Warranties:** The Borrower represents and warrants to the DIP Lender as of the date hereof, and as of the date of each advance under the DIP Loan that:

- (a) the Borrower is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power to carry on business as now and formerly conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to constitute a material adverse effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required;
- (b) the execution, delivery and performance, as applicable, of the DIP Term Sheet constitutes a legal, valid and binding obligation of the Borrower enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium and other similar laws of general application that limit the enforcement of creditors' rights generally and to general equitable principles;
- (c) following payment of the outstanding property tax arrears that will be paid from the proceeds of the DIP Loan, there are no arrears for any statutory remittances, withholding taxes or other amounts that, if unpaid, would have the benefit of an encumbrance or deemed trust in priority to the DIP Charge (as defined below) and all security granted to the DIP Lender by the Borrower pursuant to the DIP Order (as defined below), including goods and services taxes under the *Excise Tax Act* (Canada) and any source deduction remittances to the Canada Revenue Agency, except those accruing in the normal course and not yet due.

**Covenants:**

The Borrower covenants and agree that:

- (a) the Borrower shall pay all amounts and satisfy all obligations in respect of the DIP Loan, including the Commitment Fee;
- (b) the Borrower shall not make or permit to be made any payment on account of pre-filing obligations;

- (c) the Borrower shall not undertake any actions with respect to their respective assets, business operations and/or capital structure which would, in the sole determination of the DIP Lender, have a material adverse effect on the Borrower or the Collateral;
- (d) the Borrower shall promptly pay all DIP Expenses (as defined below), including all legal and advisory fees and expenses, of the DIP Lender as such DIP Expenses are incurred and invoiced to the Borrower;
- (e) the Borrower shall pay the fees, if any, owing to the DIP Lender in connection with the DIP Loan (as set out herein or otherwise) promptly when such fees are due.

**Security:**

As continuing security for the prompt payment of all amounts payable by the Borrower to the DIP Lender under the DIP Term Sheet and as continuing security for the due and punctual performance by the Borrower of its existing and future obligations (the "**DIP Obligations**") pursuant to the DIP Term Sheet, the Borrower hereby grants, conveys, assigns, transfers, mortgages and charges as and by way of a fixed and specific security interest, mortgage and charge, to and in favour of the DIP Lender all of its property, assets, rights and undertaking, real and personal, moveable or immovable, tangible and intangible, legal or equitable, of whatsoever nature and kind, whatsoever locate, both present and future, now or hereinafter owned or acquired (Collectively, the "**Collateral**"), including, without limitation, the Clareville Property and all other real and immovable property (including leasehold lands) now or hereafter owned or acquired by such Borrower.

The DIP Obligations shall be subject to a fully perfected Court-ordered super-priority charge (the "**DIP Charge**") over the Collateral, ranking behind the Administration Charge but in priority to any security interests, claims, or deemed trusts (statutory or otherwise) without any requirements to effect applicable *Personal Property Security Act* registrations or mortgage registrations in the applicable land registrations office(s).

Such further security (excluding personal guarantees) and other documentation that the DIP Lender and its solicitor may request and reasonably require.

**Events of Default:**

An “**Event of Default**” shall include, without limitation, the following:

- (a) the Borrower default in the payments of any amount due and payable to the DIP Lender (whether of principal, interest or otherwise) pursuant to DIP Term Sheet;
- (b) any representations and warranties made by the Borrower in the DIP Term Sheet proves to be incorrect as of the date given;
- (c) the Borrower fail or neglect to observe or perform any term, covenant, condition or obligation contained or referred to in the DIP Term Sheet or any other document between the Borrower and the DIP Lender;
- (d) the stay of proceedings provided for by virtue of the filing of the NOI (as extended from time to time with the prior written consent of the DIP Lender) expires without being extended or the NOI Proceedings being dismissed or terminated or the Borrower becoming subject to a proceeding under the BIA or a receivership or similar insolvency proceeding not otherwise stayed during the NOI Proceedings; and
- (e) the entry of an order staying, amending, reversing, vacation or otherwise modifying, in each case without the prior written consent of the DIP Lender, the DIP Loan, the DIP Order or any other order granted by the Court in the NOI Proceedings.

Upon the occurrence of an Event of Default, without any notice, protest, demand or other act on the part of the DIP Lender all indebtedness of the Borrower to the DIP Lender shall become immediately due and payable and the DIP Lender may take all steps necessary to enforce its security.

The DIP Lender shall also have the right to exercise all other customary remedies, including, without limitation, the right to enforce and realize on all Collateral, in each case, upon providing five (5) days prior written notice to

the Borrower and the Proposal Trustee, without the necessity of obtaining further relief or order from the Court.

**Conditions Precedent, to  
Advance of the DIP Loan:**

The conditions precedent for making advances under the DIP Loan to the Borrower from time to time, include, without limitation:

- (a) the representations and warranties made by the Borrower in this DIP Loan Term Sheet being true and correct as of the date given;
- (b) issuance of an order by the Court (the "**DIP Order**"), satisfactory in form and substance to the DIP Lender in its sole discretion, approving the DIP Loan, granting the DIP Charge with the priority contemplated herein, and authorizing the payment by the Borrower of all of the fees and expenses in respect of the DIP Loan, unless otherwise agreed to by the DIP Lender in its sole discretion;
- (c) the DIP Commitment Fee is paid by the Borrower to the DIP Lender;
- (d) the DIP Order shall be in full force and effect, unamended and no motion for leave to appeal has been made; and
- (e) the absence of any Events of Default or any events that with the passage of time would constitute Events of Default ("**Defaults**") as certified by the Borrower.

**Illegality:**

In the event that it becomes illegal for the DIP Lender to lend or continue to lend, the DIP Lender will be repaid and/or the DIP Lender's commitment will be cancelled.

**Taxation:**

All payments of principal, interest and fees will be made free and clear of all present and future taxes, levies, duties or other deductions of any nature whatsoever, levied either now or at any future time.

**Fees and Expenses:**

**DIP Expenses:** The Borrower shall pay all of the DIP Lender's due diligence and other out-of-pocket expenses (including the fees and expenses of its counsel and advisors), whether or not any of the transactions contemplated hereby are consummated and whether incurred prior to or after the date of the DIP Order, as well

as all expenses of the DIP Lender in connection with the ongoing monitoring, interpretation, administration, protection and enforcement of the DIP Loan and the enforcement of any and all of its remedies at law (collectively, the “**DIP Expenses**”).

**Governing Law, Jurisdiction:**

Laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario. The Borrower agree to submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.

IN WITNESS HEREOF, the parties hereby execute this DIP Term Sheet as of the date first written above.

**CLAIREVILLE PROPERTY  
HOLDINGS INC, as Borrower**

*Mark Gross*

Mark Gross (Jul 24, 2021 14:04 EDT)

Name: Mark Gross

Title: President

**CANNECT MORTGAGE  
INVESTMENT CORPORATION,  
as DIP Lender**

*M. J.*

Name: *Marcus Raferis*

Title: *President*



This is Exhibit "E" referred to in the Affidavit of Marcus Tzaferis sworn by Marcus Tzaferis of the City of Toronto, in the Province of Ontario, before me at the City of Mississauga, in the Province of Ontario, on December 1, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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

**Katelin Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubinoff LLP,  
Barristers and Solicitors.  
Expires April 23, 2023.**

## GENERAL SECURITY AGREEMENT

This agreement is made as of August 16, 2021 (the "**Agreement**") between **CANNECT MORTGAGE INVESTMENT CORPORATION** ("**Cannect**" or the "**Secured Party**"), as lender, and **CLAIREVILLE PROPERTY HOLDINGS INC.**, as borrower (the "**Debtor**").

**WHEREAS** the Debtor has commenced proposal proceedings on July 2, 2021 pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the "**BIA**") and KSV Restructuring Inc. was appointed as the Trustee acting *in re* the proposal of the Debtor (in such capacity, the "**Proposal Trustee**");

**AND WHEREAS** the Secured Party has agreed to make a debtor-in-possession loan (the "**DIP Loan**") in the original principal amount of \$4,500,000.00 to the Debtor pursuant to a Debtor-In-Possession Financing Term Sheet between Cannect and the Debtor dated July 23, 2021 (the "**DIP Term Sheet**"), subject to approval of the Ontario Superior of Justice (the "**Court**");

**AND WHEREAS** on July 28, 2021, the Debtor sought and obtained an order of the Court (the "**Court Order**") approving, among other things, the DIP Loan and the DIP lender's priority charge in the amount of \$4,500,000.00 (the "**DIP Lender's Charge**") pursuant to the BIA;

**AND WHEREAS** pursuant to the terms of the Court Order, the Court also expanded the powers of the Proposal Trustee to act in respect of the property, assets and undertaking of the Debtor (the "**Property**"), including to execute agreements and documents, of whatever nature in respect of the Property, whether in the Proposal Trustee's name or in the name and on behalf of the Debtor, for any purpose pursuant to such order;

**AND WHEREAS** the DIP Loan is secured, *inter alia*, by the DIP Lender's Charge under the Court Order, which provides, among other things, a priority charge in favour of Cannect over all of the assets, undertakings and property of the Debtor including certain leasehold lands and premises municipally known as 18/20/22/24 and 26 Huddersfield Road, Toronto, Ontario, 93/101/123/130 and 160 Claireville Drive, Toronto, Ontario, and 350/354 and 358 Humberline Drive, Toronto, Ontario, and legally described in Schedule "A" hereto (the "**Leasehold Property**");

**AND WHEREAS** as of the date hereof, Cannect has advanced to the Debtor a total of \$4,500,000.00 in accordance with the terms and conditions set forth in the DIP Term Sheet;

**AND WHEREAS** the Proposal Trustee, on behalf of the Debtor, has agreed to grant further security pursuant to the DIP Term Sheet, in addition to or related to the DIP Lender's Charge;

**AND WHEREAS** the Proposal Trustee, on behalf of the Debtor, has agreed to grant to the Secured Party a security interest in and an assignment, mortgage and charge of the Collateral (as defined in Section 2.01) to secure the payment by the Debtor to the Secured Party of the DIP Loan and the observance and performance of all of the other covenants and obligations of the Debtor to the Secured Party under this Agreement, the DIP Term Sheet and any other loan documents (the "**Loan Documents**") (the DIP Loan indebtedness under the Loan Documents, together with such covenants and obligations, collectively, the "**Obligations**").

**NOW THEREFORE** in consideration of the Secured Party making the DIP Loan to the Debtor and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Debtor), the Debtor hereby agrees as follows:

## ARTICLE 1 - INTERPRETATION

### Section 1.01 Definitions and General Provisions.

Unless otherwise defined herein, all capitalized words and expressions used in this Agreement shall have the same meaning as defined in the DIP Lender's Charge or DIP Term Sheet. In this Agreement, unless

something in the subject matter or context is inconsistent therewith, “PPSA” means the Personal Property Security Act (Ontario), and the terms “accession”, “account”, “chattel paper”, “consumer goods”, “document of title”, “equipment”, “goods”, “instrument”, “intangible”, “inventory”, “money”, “personal property”, “proceeds”, “security” and “investment property” whenever used herein have the meanings given to those terms in the PPSA; and “Province” means the Province of Ontario.

## ARTICLE 2 - GRANT OF SECURITY INTEREST

### Section 2.01 Security Interest.

As general and continuing security for the payment and performance by the Debtor to the Secured Party of the Obligations, the Debtor hereby grants to the Secured Party a security interest in all of its present and future undertaking and property, both real and personal, of any nature or kind (collectively, the “**Collateral**”), and as further general and continuing security for the payment and performance by the Debtor to the Secured Party of the Obligations, the Debtor hereby assigns the Collateral to the Secured Party and mortgages and charges the Collateral as and by way of a fixed and specific mortgage and charge to the Secured Party. Without limiting the generality of the foregoing, the Collateral will include all right, title and interest that the Debtor now has or may hereafter have, be possessed of, be entitled to, or acquire in all property of the following kinds: all debts, accounts, claims and choses in action for monetary amounts which are now or which may hereafter become due, owing or accruing due to the Debtor (collectively, the “**Receivables**”); all machinery, equipment, fixtures, furniture, plant, vehicles, goods, chattels and other tangible personal property which are not inventory (collectively, the “**Equipment**”); all inventory; all chattel paper; all warehouse receipts, bills of lading and other documents of title, whether negotiable or not; all shares, stock, warrants, bonds, debentures, debenture stock and other securities and all instruments (collectively, the “**Securities**”); all investment property; all intangibles not otherwise described in this Section 2.01 including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other intellectual property (collectively, “**Intellectual Property**”); all money, coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government; all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in this Section 2.01 and all contracts, securities, investment property, instruments and other rights and benefits in respect thereof; all reserves paid to or held by the Secured Party pursuant to the Loan Documents, if applicable; all title encumbrances and material agreements relating to the Leasehold Property or the management or operation thereof and all rights and benefits in respect thereof; all permits, consents, licenses, authorizations and other approvals granted by any person, governmental authority or utility in respect of the Leasehold Property and all rights and benefits in respect thereof; all contracts, purchase and sale agreements, plans, drawings and agreements in respect of the Leasehold Property; all replacements of, substitutions for and increases, additions and accessions to any of the property described in this Section 2.01; and all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral; provided that the said security interest, assignment, mortgage and charge will not (i) extend or apply to the last day of the term of any lease or any agreement therefor now held or hereafter acquired by the Debtor, but should the Secured Party enforce the said security interest, assignment, mortgage and charge, the Debtor will thereafter stand possessed of such last day and must hold it in trust to assign the same to any person acquiring such term in the course of the enforcement of the said assignment and mortgage and charge, or (ii) render the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound. Without limiting the foregoing, the Collateral shall include, and the security interest granted hereby shall attach to, all present and future right, title, estate and interest of any beneficial owner in the Collateral.

### Section 2.02 Attachment of Security Interest.

The Debtor acknowledges that value has been given and agrees that the security interest granted hereby will attach when it signs this Agreement and it has any rights in the Collateral. There is no agreement between the parties hereto, express or implied, to postpone the attachment of the assignment and security interest granted hereby. Upon full repayment and performance of the Obligations, the Collateral shall be re-assigned to the Debtor at the Debtor’s expense.

### Section 2.03 No Need for Consent.

The Debtor represents to the Secured Party that none of the Collateral in existence on the date hereof (i) is incapable of being assigned or otherwise secured in favour of the Secured Party in accordance with the provisions of this Agreement, (ii) is incapable of further assignment or security granted by the Secured Party or by any receiver or receiver and manager after the occurrence of an event of default, or (iii) requires the consent of any third party to the security interest, assignment, mortgage and charge granted hereby, except for any

consent that has already been obtained. The Debtor covenants with the Secured Party that no Collateral will be hereafter obtained, acquired or agreed to by the Debtor which is not secured in favour of the Secured Party in accordance with the provisions hereof or which requires the consent of any third party to any such security.

#### **Section 2.04 Where Consent Required.**

If any Collateral cannot be secured in favour of the Secured Party in accordance with the provisions of this Agreement or requires the consent of any third party to the granting of such security, then without limiting the Secured Party's other rights and remedies under the Loan Documents or arising out of any breach of Section 2.03, the following provisions shall apply: (i) the Debtor shall forthwith make reasonable commercial efforts to obtain the consent of any necessary third party to the security in favour of the Secured Party, and (ii) the Debtor shall hold all benefit to be derived from such Collateral in trust for the Secured Party as security for payment and performance of the Obligations and shall deliver up all such benefit to the Secured Party forthwith and upon demand.

### **ARTICLE 3 - COVENANTS OF THE DEBTOR**

#### **Section 3.01 Covenants.**

Without limiting other covenants, obligations and liabilities of the Debtor under the Loan Documents, the Debtor covenants with the Secured Party that it shall: not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession, other than to the Leasehold Property; defend the Collateral against all actions, proceedings and claims made by all persons at any time; except as otherwise expressly permitted by the Loan Documents or otherwise in the ordinary course of business, not transfer all or any part of the Collateral or create, incur or permit to exist (by operation of law or otherwise) any encumbrances on the Collateral or any part thereof; not change its name, the location of its chief executive office and/or the location of the office where it keeps its records respecting the Receivables; without the prior written consent of the Secured Party, not move any of the Securities or Equipment from the Leasehold Property or from any other locations specified in any schedule hereto; pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same become due and payable, and will deliver to the Secured Party, when required, the receipts and vouchers establishing such payment; observe and perform all the obligations imposed upon it by the Collateral (including performance of its obligations under any title encumbrance, material agreement, permit and license); maintain the Collateral in good standing and not do or permit to be done anything that would impair the validity or enforceability thereof, and promptly deliver to the Secured Party notice of any default by the Debtor pursuant to any of the Collateral upon becoming aware of the occurrence of such default; pay to the Secured Party forthwith upon demand all fees, costs, charges or expenses payable to the Secured Party under this Agreement or any of the other Loan Documents or applicable laws including interest thereon at the rate applicable in the DIP Term Sheet (all such fees, costs, charges and expenses will be added to and form part of the Obligations and shall be secured by the Loan Documents); except in the ordinary course of business, not amend, modify or terminate any title encumbrance, material agreement, permit or license without the prior written consent of the Secured Party; and obtain and maintain, at its own expense, insurance against loss or damage to the Collateral.

### **ARTICLE 4 - DEALING WITH COLLATERAL**

#### **Section 4.01 No Liability for Loss.**

The Secured Party may perform any of its rights and duties hereunder by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties hereunder. In the holding or dealing with any of the Collateral or in the exercise of any right or remedy granted herein, the Secured Party and any nominee on its behalf shall have no liability for, and the Debtor hereby agrees to indemnify and save harmless the Secured Party and their respective directors, officers, employees and agents from and against, any loss, damage, liability, cost or expense of any nature or kind incurred by the Secured Party with respect to such Collateral.

#### **Section 4.02 Notification of Account Debtors.**

Prior to an Event of Default, the Secured Party may give notice of this Agreement and the security granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and, upon and following the occurrence of an Event of Default that is continuing, the Secured Party may give notice of this Agreement and the security granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor to make all further payments to the Secured Party or as the Secured Party may direct. Upon receipt

of such notice, each such account debtors and other persons liable to the Debtor are hereby irrevocably authorized and directed to make such payments to the Secured Party or as it may direct. Whether or not any such notice is given by the Secured Party, the Collateral and all payments or other proceeds thereof received by the Debtor from account debtors or from any other persons liable to the Debtor (whether before or after any notice is given by the Secured Party) shall be and remain subject to the security granted hereby and shall be held by the Debtor in trust for the Secured Party and paid over to the Secured Party on request. Nothing herein shall release, discharge, postpone, reassign, amend or otherwise affect the security of the Secured Party in and to the Collateral and the immediate attachment thereof.

## ARTICLE 5 - REMEDIES

### Section 5.01 Remedies.

Upon and following the occurrence of an Event of Default that is continuing, (i) the entire Obligations will, at the option of the Secured Party in its sole discretion, become immediately due and payable to the Secured Party, without demand, notice, presentment, protest or notice of dishonour, all of which are expressly waived; (ii) the security interest, assignment, mortgage and charge granted hereby will, at the option of the Secured Party in its sole discretion become immediately enforceable; and (iii) in addition to any other right or remedy set out in or available under this Agreement, the other Loan Documents and applicable laws, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently or both, in the Secured Party's sole discretion: the Secured Party may appoint, by written instrument, a receiver, manager or receiver and manager (each herein referred to as the "Receiver") of the Collateral (which term when used in this Section will include the whole or any part of the Collateral as the Secured Party shall determine in its sole discretion) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral (and the term "Secured Party" when used in this Section will include any Receiver so appointed and the agents, officers and employees of such Receiver); the Secured Party will not be in any way responsible for any misconduct or negligence of any such Receiver; the Secured Party may exercise any of the rights and remedies permitted by applicable laws, including all rights and remedies of a secured creditor under the PPSA; the Secured Party may take possession of the Collateral by entry onto any premises where such Collateral may be located or by any other method permitted by applicable laws, and may require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party; the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral; the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor; the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by applicable laws; the Secured Party may sue the Debtor for the payment and performance of the Debtor's Obligations; the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by applicable laws; the Secured Party, in its sole discretion, may accept the Collateral in satisfaction of the Obligations upon written notice to the Debtor of its intention to do so in the manner required by applicable laws; the Secured Party may, for any purpose specified herein, borrow money on the security of the Collateral in priority to the security interest, assignment and mortgage and charge granted by this Agreement; the Secured Party may enter upon, occupy and use all or any of the Leasehold Property occupied by the Debtor and use all or any of the Equipment and other personal property of the Debtor for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party will not be liable to the Debtor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions; without limiting the liability of the Debtor to pay all costs, the Secured Party may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Secured Party hereunder, including, without limiting the generality of the foregoing, legal fees and disbursements (on a full indemnity or solicitor and own client basis, as applicable), and any Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at the interest rate applicable in the DIP Term Sheet will be added to and form part of the Obligations or DIP Loan indebtedness and shall be secured by the Loan Documents; and the Secured Party may discharge or settle, in its sole discretion, any encumbrance or any action, proceeding or other claim that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith will be added to the Obligations and shall be secured by the Loan Documents.

The Secured Party may grant extensions of time, take and perfect or abstain from taking and perfecting security, give up securities, accept compositions or compromises, grant releases and discharges, and release any part of the Collateral or otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with

the Collateral and other security as the Secured Party sees fit without prejudice to the liability of the Debtor to the Secured Party or the Secured Party's rights hereunder. The Secured Party will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, in respect of the Collateral. The Secured Party may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party may apply any balance of such proceeds to payment of the Obligations in such order as the Secured Party may determine in its sole discretion.

## **ARTICLE 6 - GENERAL**

### **Section 6.01 Entire Agreement and Waivers.**

This Agreement, together with the other Loan Documents, constitutes the entire agreement between the Secured Party and the Debtor with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Secured Party and the Debtor concerning the subject matter hereof except as expressly set forth in this Agreement or in the other Loan Documents. No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

### **Section 6.02 Benefit of Agreement and Assignment.**

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The rights of the Secured Party under this Agreement may be assigned by the Secured Party without prior notice to or consent of the Debtor. The Debtor may not assign its obligations under this Agreement.

### **Section 6.03 Severability.**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

### **Section 6.04 Notices.**

Any demand, notice or other communication to be given to the Debtor in connection with this Agreement must be given in writing and may be made or given by personal delivery, by registered mail or by e-mail transmission, addressed to the Debtor at any of the municipal addresses of the Leasehold Property, Attention: Mark Gross, President, or such other address, individual or e-mail address as the Debtor may designate by written notice given to the Secured Party. Any demand, notice or other communication made or given by personal delivery will be conclusively deemed to have been made or given on the day of actual delivery thereof, and if given by registered mail, on the third business day following the deposit thereof in the mail, and if given by e-mail transmission, on the day of transmission thereof. If the party giving any demand, notice or other communication knows or reasonably ought to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication shall not be mailed but must be given by personal delivery or by e-mail transmission.

### **Section 6.05 Additional Continuing Security and Discharge.**

This Agreement and the security granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Secured Party. The Debtor will not be discharged from this Agreement or any of its obligations and liabilities hereunder except upon full payment and performance by the Debtor to the Secured Party of the Obligations in accordance with the provisions of the Loan Documents and a written discharge being executed and delivered by the Secured Party.

### **Section 6.06 Further Assurances.**

The Debtor must do, execute and deliver, or cause to be done, executed and delivered from time to time and at its sole expense, all such financing statements, further assignments, documents, acts, matters and

things as may be reasonably requested by the Secured Party for the purpose of giving effect to this Agreement, to better evidence and perfect the security granted hereby or for the purpose of establishing compliance with the representations, warranties and covenants herein contained.

#### **Section 6.07 Power of Attorney.**

The Debtor hereby irrevocably constitutes and appoints the Secured Party the true and lawful attorney of the Debtor, coupled with an interest and with full power of substitution, upon the occurrence of an Event of Default that is continuing, to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever the Secured Party may deem reasonably necessary or expedient and from time to time to exercise all rights and powers and to perform all acts of ownership in respect to the Collateral in accordance with this Agreement.

#### **Section 6.08 Governing Law.**

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without application of any principle of conflict of laws which may result in laws, other than the laws in force in such Province, applying to this Agreement. The Debtor consents to the jurisdiction of the Court, being the Ontario Superior Court of Justice, Commercial List, sitting in the City of Toronto, and waives any defense of *forum non-conveniens*, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement, provided nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of the Secured Party to bring proceedings against the Debtor in the courts of any other jurisdiction.

#### **Section 6.09 Executed Copy/Waiver.**

The Debtor acknowledges receipt of a fully executed copy of this Agreement. The Proposal Trustee, on behalf of the Debtor, waives all rights to receive from the Secured Party a copy of any financing statement, financing change statement or other similar statement or registration (including any renewal statement or change statement) registered or filed at any time under the PPSA in respect of this Agreement or any of the other Loan Documents and all confirmation, verification or other similar statement(s) with respect thereto.

#### **Section 6.10 Counterparts.**

This agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and which counterparts together shall constitute one and the same instrument.

#### **Section 6.11 Paramourty.**

In the event of any express conflict or inconsistency between any provision of this Agreement and any provision of the DIP Term Sheet, the provision of the DIP Term Sheet shall prevail to the extent of such conflict or inconsistency.

#### **Section 6.12 Proposal Trustee's Capacity**

The Proposal Trustee, in executing this Agreement, is entering into this Agreement solely in its capacity as the Trustee acting *in re* the proposal of the Debtor and the terms of the Court Order, and not in its personal or any other capacity. The Proposal Trustee shall have no personal or corporate liability of any kind whether in contract, tort or otherwise.

#### **Section 6.13 Termination.**

The Secured Party covenants and agrees with the Debtor that, if the Debtor pays the Obligations and the Debtor performs, satisfies and extinguishes all other Obligations and if the Secured Party has no further obligations to provide or continue to provide advances to the Debtor pursuant to the DIP Term Sheet, this Agreement shall be and become fully ended and terminated and all the right, title, interest and benefit of the Debtor in, to, under or in respect of the Collateral assigned by it to, or held by it in trust for the Secured Party hereunder shall automatically revert to the Debtor or its successors or assigns, and all the covenants and agreements of the Debtor hereunder shall be at an end and the Secured Party, upon the request and at the expense of the Debtor, shall execute such instruments, discharges or re-assignments and give such notifications or assurances as the Debtor may properly require to fully release, discharge and cancel this Agreement in the circumstances.

**[Remainder of page intentionally left blank]**

**IN WITNESS WHEREOF** the Proposal Trustee, on behalf of the Debtor, has executed this Agreement as of the date first above written.

**KSV RESTRUCTURING INC., solely in its capacity  
as the Trustee acting *in re* the proposal of  
CLAIREVILLE PROPERTY HOLDINGS INC., and  
not in any other capacity**



By: \_\_\_\_\_

Name: Noah Goldstein  
Title: Managing Director

I have authority to bind the Debtor

**ADDRESS OF DEBTOR**

Location of Chief Executive Office and Business Records

200 Ronson Drive, Toronto, Ontario, M9W 5Z9

18/20/22/24 and 26 Huddersfield Road, Toronto, Ontario, M9W 5Z6

93/101 and 123 Claireville Drive, Toronto, Ontario, M9W 6K9

130 and 160 Claireville Drive, Toronto, Ontario, M9W 5Y3

350/354 and 358 Humberline Drive, Toronto, Ontario, M9W 5S3

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**SCHEDULE "A"**  
**Legal Description of Leasehold Property**

**PIN 07368-0036 (LT)**

PT LT 38 CON 4 FRONTING THE HUMBER, PT 8 64R2980 EXCEPT PTS 2, 3 & 1 EXPROP PLAN 11716.  
ETOBICOKE; CITY OF TORONTO

**PIN 07368-0037 (LT)**

PT LT 38 CON 4 FRONTING THE HUMBER, PT 5 64R2980. ETOBICOKE; CITY OF TORONTO



THIS INDENTURE made the 17<sup>th</sup> day of August, 2021

B E T W E E N :

**Claireville Property Holdings Inc.**

(hereinafter called the "**Debtor**")

OF THE FIRST PART

- A N D -

**Cannect Mortgage Investment Corporation**

(hereinafter called the "**DIP Lender**")

OF THE SECOND PART

**WHEREAS** the Debtor has commenced proposal proceedings on July 2, 2021 pursuant to the Bankruptcy and Insolvency Act, R.S.C., 1985, c. B-3 (the "**BIA**") and KSV Restructuring Inc. was appointed as the Trustee acting in re the proposal of the Debtor (in such capacity, the "**Proposal Trustee**");

**AND WHEREAS** the DIP Lender has agreed to make a debtor-in-possession loan (the "**DIP Loan**") in the original principal amount of \$4,500,000.00 to the Debtor pursuant to a Debtor-In-Possession Financing Term Sheet between the DIP Lender and the Debtor dated July 23, 2021 (the "**DIP Term Sheet**"), subject to approval of the Ontario Superior Court of Justice (the "**Court**");

**AND WHEREAS** on July 28, 2021, the Debtor sought and obtained an order of the Court (the "**Court Order**") providing, among other things, the DIP Loan and the DIP Lender's priority charge in the amount of \$4,500,000.00 (the "**DIP Lender's Charge**") pursuant to the BIA;

**AND WHEREAS** pursuant to the terms of the Court Order, the Court also expanded the powers of the Proposal Trustee to act in respect of the property, assets and undertaking of the Debtor (the "**Property**"), including to execute agreements and documents, of whatever nature in respect of the Property, whether in the Proposal Trustee's name or in the name and on behalf of the Debtor, for any purpose pursuant to such order;

**AND WHEREAS** the DIP Loan is secured, inter alia, by the DIP Lender's Charge under the Court Order, which provides, among other things, a priority charge in favour of the DIP Lender over the Property of the Debtor including certain leasehold lands and premises municipally known as 18/20/22/24 and 26 Huddersfield Road, Toronto, Ontario, 93/101/123/130 and 160 Claireville Drive, Toronto, Ontario, and 350/354 and 358 Humberline Drive, Toronto, Ontario, and legally described in Schedule "A" hereto (the "**Leasehold Property**");

**AND WHEREAS** as of the date hereof, the DIP Lender has advanced to the Debtor a total of \$4,500,000.00 in accordance with the terms and conditions set forth in the DIP Term Sheet;

**AND WHEREAS** the Proposal Trustee, on behalf of the Debtor, has agreed to grant further security pursuant to the DIP Term Sheet, in addition to or related to the DIP Lender's Charge;

**AND WHEREAS** as a condition precedent of making the aforesaid DIP Loan, the DIP Lender has required an assignment to the DIP Lender; its heirs, successors and assigns, as additional

**Execution Copy**

security for the observance and performance by the Debtor of its covenants and agreements contained in the DIP Term Sheet, all rents and other monies due or accruing due or at any time hereafter to become due and payable and all of the other rights of the Debtor under:

- (i) all present and future leases, agreements to lease and subleases of any part of the Leasehold Property and all tenancies, present or future licences affording any person a right to use or occupy any part of the Leasehold Property, in such case for the time being in effect, and all revisions, alterations, modifications, amendments, changes, extensions, renewals, replacements, or substitutions thereof or therefore which are now or may hereafter be effected or entered into (hereinafter collectively referred to as the "**Leases**");
- (ii) all present and future (i) guarantees of any or all of the obligations of any tenant (which term means any person who now or hereafter is a party to a Lease for the time being in effect and has any right of use or occupancy of all or any part of the Leasehold Property under a Lease); (ii) indemnities in respect of all or any of the obligations of any Tenant under any Lease and (iii) arrangements with a similar person for any other person to take over all or part of the balance of the term of any tenant under any Lease, and all revisions, alterations, modifications, amendments, changes, extensions, renewals, replacements and substitutions thereof or therefore which may hereafter be effected or entered into (hereinafter collectively referred to as the "**Guarantee of Leases**").

NOW THEREFORE this Indenture witnesseth that in consideration of the premises and the sum of TWO (\$ 2.00) DOLLARS now paid by the DIP Lender to the Debtor (the receipt and sufficiency whereof is hereby acknowledged):

1. Subject to paragraph 2 hereof, the Debtor hereby assigns, transfers and sets over unto the DIP Lender, its heirs, executors, administrators, successors and assigns, (a) the Leases and Guarantees of Leases; and (b) all rents and other monies now due or accruing due or at any time hereafter to become due and payable under each and every Lease and Guarantee of Leases, all other obligations of the other parties thereto and all benefits, advantages and powers to be derived therefrom; with full power and authority in each case to demand, sue for, recover, receive and give receipts for all rents and other moneys payable thereunder; to have and to hold unto the DIP Lender until all moneys owing and all obligations of the Debtor in respect of the DIP Term Sheet have been fully paid and fulfilled this Agreement shall be void and of no further effect.
2. It is the intention of the parties hereto that this instrument shall be a present assignment provided that the DIP Lender shall not exercise any rights or remedies herein given to it until the Debtor is in default under any of the terms and provisions of the DIP Term Sheet or of this assignment. Until such default, the Debtor and/or Proposal Trustee shall be permitted to collect, take, retain and use or permit the collection, taking, retention and use of the rents and revenues from the Leasehold Property. Default under this Indenture shall constitute default under the DIP Term Sheet.
3.
  - (a) At any time, whether or not the Debtor is in default hereunder and whether or not the DIP Lender has determined to enforce the security hereof, upon request by the DIP Lender, the Debtor and/or Proposal Trustee will promptly deliver, to the extent that the same have not been previously delivered, to the DIP Lender a copy of any or all of the Leases and any Guarantees of Leases;
  - (b) The Debtor covenants and agrees that all of its obligations as lessor or licensor ("**Lessor or Licensor**") under each of the Leases will be observed and performed except to the extent that such observance or performance may be waived by the obliges or modified by the BIA;

- (c) The Debtor covenants and agrees that it will, from time to time, on request by the DIP Lender, execute or join in the execution of and deliver to the DIP Lender any one or more of the following which shall be subject to this Indenture:
    - (i) A Specific Assignment of all of the rights, title and interest of the Debtor as Lessor or Licensor in, to, under, or in respect of all rents and other moneys now due and payable under any one or more of the Leases and any Guarantees of Leases;
    - (ii) A Specific Assignment of all the right, title and interest of the Debtor, as Lessor or Licensor in, to, under or in respect of any of the Leases, all rent or other moneys now due and payable or hereafter to become due and payable thereunder, all other obligations of the other parties thereunder and all the benefits, advantages and powers to be derived therefrom and each and every Guarantee of Lease, with full power and authority to demand, sue for, recover, receive and give receipts for all rents and other moneys payable thereunder and otherwise to enforce the rights of the Debtor thereunder in the name of the Debtor;
- 4. Whenever the Debtor has been in default under any of the terms or provisions of the DIP Term Sheet, the DIP Lender, subject to the Court Order and BIA, shall be entitled to enter into possession of the Leasehold Property and collect the rents and revenues thereof, distrain in the name of the Debtor for the same and appoint its agents to manage the Leasehold Property and pay such agents reasonable charges for their services and charge the same to the account of the Debtor; and that any agents so appointed by the DIP Lender shall have the authority and power:
  - (a) to make any Lease or Leases of the Leasehold Property or of any part thereof at such rent and on such terms as the DIP Lender in its discretion may consider proper and to cancel or surrender existing Leases, to alter or amend the terms of existing Leases, to renew existing Leases, or to make concessions to the applicable tenants as the DIP Lender in its discretion may consider proper;
  - (b) to manage generally the Leasehold Property to the same extent as the Debtor could do; and
    - (i) to collect the rents and revenues and give good and sufficient receipts and discharges therefor, and in their discretion, distrain in the name of the Debtor for such rents and revenues;
    - (ii) to pay all insurance premiums, taxes, necessary repairs, renovations and upkeep, carrying charges, rent or lease commissions, salary of any janitor or caretaker, cost of heating;
    - (iii) to accumulate the rents and revenues in such agent's hands in a reasonable amount, and for the payments of taxes, insurance, heating, repairs, renovations and upkeep, costs and expenses of collection of rents and revenues, and other expenses or carrying charges connected with the Leasehold Property.
- 5. Where any discretionary powers hereunder are vested in the DIP Lender or its agents, the same may be exercised by any officer, investment manager or manager of the DIP Lender or its appointed agents, as the case may be.
- 6. Any entry upon the Leasehold Property under the terms of this Indenture, and subject to the Court Order and BIA, shall not constitute the DIP Lender as a "Mortgagee in Possession" in contemplation of law and the DIP Lender shall not become liable to account to the Debtor or credit the Debtor with any moneys on account of the DIP Term Sheet except those which shall come into its hands or into the hands of any agents

appointed by it pursuant hereto; the DIP Lender shall not be liable for failure to collect rents or revenues and shall be under no obligation to take any action or proceeding or exercise any remedy for the collection or recovery of the said rents and revenues, or any part thereof, and then, subject to all deductions and payments made out of the rents and revenues received from the Leasehold Property as herein provided.

7. That whenever any and all default under the DIP Term Sheet has been cured and subject to the Court Order and BIA; and all taxes and insurance on the Leasehold Property have been paid to date, and all moneys which the DIP Lender or its agents may have expended or become liable for in connection with the Leasehold Property have been fully repaid, then the DIP Lender, shall redeliver possession of the Leasehold Property to the Debtor and the Debtor shall resume collection of the rents or revenues on the Leasehold Property until further default has occurred as aforesaid, and shall thereupon also be permitted to receive any remaining balance of the rents and revenues realized from the Leasehold Property.
8. That the Debtor warrants that, except as permitted under the Court Order and BIA, it has not, and covenants that it shall not, at any time during the existence of the DIP Lender's Charge, assign, pledge or hypothecate any Lease or Leases now or hereafter existing in respect of the Leasehold Property or the rents and revenues due or to become due thereunder, or any part thereof, other than to the DIP Lender; and the Debtor shall not, at any time during the existence of the DIP Lender's Charge, except in accordance with the Court Order and BIA, commit, either by act or omission, any breach of covenant on the part of the Lessor under any of the Leases to be observed and performed, terminate, accept a surrender of, or amend in any manner, any Lease or Leases now or hereafter existing in respect of the Leasehold Property, or receive or permit the payment of any rents or revenues by anticipation in respect thereof, except as provided in the Leases, Court Order or the BIA, without the consent in writing of the DIP Lender, which consent shall not be arbitrarily or unreasonably withheld.
9. That this assignment is taken by way of additional security only and neither the taking of this assignment nor anything done in pursuance hereof shall make the DIP Lender liable in any way, as landlord or otherwise, for the performance of any covenants, obligations or liabilities under the Leases or any of them.
10. The Debtor waives any rights of set-off against the respective lessees (the "**Lessees**") under the Leases.
11. The Debtor covenants and agrees with the DIP Lender that, except as provided for or permitted under the Court Order and BIA:
  - (a) that the Leases shall remain in full force and effect irrespective of any merger of the interest of the Lessor and Lessee thereunder; and that it will not transfer or convey the fee title to the said premises to any of the Lessees without requiring such Lessees, in writing, to assume and agree to pay the debt secured hereby in accordance with the terms, covenants and conditions of the DIP Term Sheet hereinbefore described;
  - (b) that if the Leases provide for the abatement of rent during the repair of the demised premises by reason of fire or other casualty, the Debtor shall furnish rental insurance to the DIP Lender, the policies to be in an amount and form and written by such insurance companies as shall be satisfactory to the DIP Lender;
  - (c) not to terminate, modify or amend said Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of the DIP Lender and that any attempted termination, modification or amendments of said Leases without such written consent shall be null and void;

- (d) ~~other than its own~~ not to collect any of the rent, income and profits arising or accruing under said Leases in advance nor to accept any prepayments of rent;
  - (e) not to discount any future accruing rents;
  - (f) not to execute any other assignments of said Leases or any interest therein or any of the rents thereunder;
  - (g) to perform all of the Debtor's covenants and agreements as Lessor under the said Leases and not to suffer or permit to occur any release of liability of the Lessees, or any rights to the Lessees to withhold payment of rent; and to give prompt notices to the DIP Lender of any notice of default on the part of the Debtor with respect to the said Leases received from the Lessees thereunder, and to furnish the DIP Lender with complete copies of the said notices;
  - (h) that all offers to lease and Leases shall be *bona fide*, the terms of which are to be approved by the DIP Lender prior to execution, and shall be at rental rates and terms consistent with comparable space in the area of the lands and premises described herein;
  - (i) if so requested by the DIP Lender, to enforce the said Leases and all remedies available to the Debtor against the Lessees, in case of default under the said Leases by the Lessee;
  - (j) that none of the rights or remedies of the DIP Lender under the DIP Lender's Charge and DIP Term Sheet shall be delayed or in any way prejudiced by this assignment;
  - (k) that notwithstanding any variation of the terms of the DIP Term Sheet or DIP Lender's Charge or any extension of time for payment thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;
  - (l) not to alter, modify or change the terms of any guarantees of any of the said Leases or cancel or terminate such guarantees without the prior written consent of the DIP Lender;
  - (m) not to consent to any assignment of the said Leases, or any subletting thereunder, whether or not in accordance with their terms, without the prior written consent of the DIP Lender;
  - (n) not to request, consent to, agree to or accept subordination of the said Leases to any mortgage or other encumbrance now or hereafter affecting the Leasehold Property;
  - (o) not to exercise any right of election, whether specifically set forth in any such Leases or otherwise which would in any way diminish the tenant's liability or have the effect of shortening the stated term of the Lease; and
  - (p) to pay the costs, charges and expenses of and incidental to the taking, preparation and filing of this Agreement or any notice hereof which may be required and of every renewal related thereto.
12. Subject to the Court Order and BIA, upon any vesting of title to the properties secured under the DIP Lender's Charge in the DIP Lender or other party by court order, operation of law, or otherwise and upon delivery of a deed or deeds pursuant to the DIP Lender's exercise of remedies under the DIP Lender's Charge, all right, title and interest of the Debtor in and to the Lease shall by virtue of this instrument, thereupon vest in and

become the absolute property of the party vested with such title or the grantee or grantees in such deed or deeds without any further act or assignment by the Debtor. Subject to the Court Order and BIA, the Debtor hereby irrevocably appoints the DIP Lender and its successors and assigns, as his agent and attorney in fact, to execute all instruments of assignment or further assurances in favour of such party vested with title or the grantee or grantees.

13. In the exercise of the powers herein granted to the DIP Lender, no liability shall be asserted or enforced against the DIP Lender, all such liability being hereby expressly waived and released by the Debtor. The DIP Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Lease, or under or by reason of this assignment, and the Debtor shall and does hereby agree to indemnify the DIP Lender for, and to save and hold it harmless of and from, any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease. Should the DIP Lender incur any such liability, loss or damage under the Lease or under or by reason of this assignment, or in the defence of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and the Debtor shall reimburse the DIP Lender therefore immediately upon demand.
14. This assignment is intended to be additional to and not in substitution for or in derogation of any assignment of rents contained in any other document.
15. That the rights or remedies given to the DIP Lender hereunder shall be cumulative of and not substituted for any rights or remedies to which the DIP Lender may be entitled under the DIP Term Sheet, the DIP Lender's Charge or at Law.
16. The Proposal Trustee is executing and delivering this Indenture solely in its capacity as the Trustee acting in re the proposal of the Debtor and the terms of the Court Order, and not in its personal or any other capacity. The Proposal Trustee shall have no personal or corporate liability of any kind whether in contract, tort or otherwise.
17. That the terms and conditions hereof shall be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereof as the case may be.

**SIGNATURE(S) TO APPEAR ON THE FOLLOWING PAGE**



The Proposal Trustee, on behalf of the Debtor, has executed this Indenture as of the date first above written.

**KSV RESTRUCTURING INC., solely in its capacity as the Trustee acting *in re* the proposal of CLAIREVILLE PROPERTY HOLDINGS INC., and not in any other capacity**



---

Name: David Sieradzki

Title: Managing Director

I have authority to bind the Debtor

**SCHEDULE "A"**  
**Legal Description of Leasehold Property**

**PIN 07368-0036 (LT)**

PT LT 38 CON 4 FRONTING THE HUMBER, PT 8 64R2980 EXCEPT PTS 2, 3 & 1 EXPROP  
PLAN 11716. ETOBICOKE; CITY OF TORONTO

**PIN 07368-0037 (LT)**

PT LT 38 CON 4 FRONTING THE HUMBER, PT 5 64R2980. ETOBICOKE; CITY OF  
TORONTO

This is Exhibit "F" referred to in the Affidavit of Marcus Tzaferis sworn by Marcus Tzaferis of the City of Toronto, in the Province of Ontario, before me at the City of Mississauga, in the Province of Ontario, on December 1, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

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

**Katelln Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubinoff LLP,  
Barristers and Solicitors.  
Expires April 23, 2023.**

RUN NUMBER : 333  
RUN DATE : 2021/11/29  
ID : 20211129083341.57

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 1  
( 5730)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.

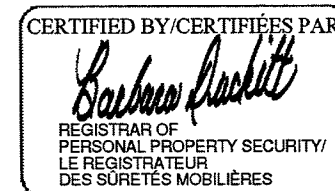
FILE CURRENCY : 28NOV 2021

ENQUIRY NUMBER 20211129083341.57 CONTAINS 90 PAGE(S), 34 FAMILY(IES).

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.

FOGLER  
SHANE  
77 KING W  
TO ON M7Y 2Z7

CONTINUED... 2



(crfj5 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 2  
 ( 5731)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 775358505

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	3		20210812 1229 1590 0413	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

04 ADDRESS 200 RONSON DRIVE TORONTO ON M9W 5Z9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

07 ADDRESS 18/20/22/24 AND 26 HUDDERSFIELD ROAD TORONTO ON M9W 5Z6

08 SECURED PARTY / LIEN CLAIMANT CANNECT MORTGAGE INVESTMENT CORPORATION

09 ADDRESS 81 NAVY WHARF COURT TORONTO ON M5V 3S3

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE
	X	X	X	X	X			

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL  
 14 COLLATERAL  
 15 DESCRIPTION

16 REGISTERING AGENT FOGLER, RUBINOFF LLP (THILL)

17 ADDRESS 77 KING STREET WEST, SUITE 3000 PO BOX 9 TORONTO ON M5K 1G8

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Rachitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTREUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
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 ( 5732)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 775358505

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	002	3		20210812 1229 1590 0413		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				
03				

DEBTOR NAME	BUSINESS NAME	ADDRESS	TORONTO	ONTARIO CORPORATION NO.
04		93/101 AND 123 CLAIREVILLE DRIVE		ON M9W 6K9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				
06				

DEBTOR NAME	BUSINESS NAME	ADDRESS	TORONTO	ONTARIO CORPORATION NO.
07		350/354 AND 358 HUMBERLINE DRIVE		ON M9W 5S3

08 SECURED PARTY /  
 LIEN CLAIMANT  
 09 ADDRESS

COLLATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10											

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11				
12				

13 GENERAL  
 14 COLLATERAL  
 15 DESCRIPTION

16 REGISTERING  
 AGENT

17 ADDRESS

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

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Dackitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTREUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
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 ( 5733)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 775358505

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	003	3		20210812 1229 1590 0413		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				

DEBTOR NAME	BUSINESS NAME
03	CLAIREVILLE PROPERTY HOLDINGS INC.

DEBTOR NAME	ADDRESS	TORONTO	ONTARIO CORPORATION NO.
04	130 AND 160 CLAIREVILLE DRIVE		ON M9W 5Y3

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				

DEBTOR NAME	BUSINESS NAME
06	

DEBTOR NAME	ADDRESS	ONTARIO CORPORATION NO.
07		

SECURED PARTY / LIEN CLAIMANT	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
08				

SECURED PARTY / LIEN CLAIMANT	ADDRESS
09	

COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11			

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
12			

GENERAL COLLATERAL DESCRIPTION
13

GENERAL COLLATERAL DESCRIPTION
14

REGISTERING AGENT
15

REGISTERING AGENT
16

REGISTERING AGENT
17

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

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES  
 (crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
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 ( 5734)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 763783605

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20200716 1702 1462 8148	P PPSA	4

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
 NAME BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

ADDRESS 354 HUMBERLINE DRIVE ETOBICOKE ONTARIO CORPORATION NO. M9W5S3 ON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
 NAME BUSINESS NAME ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
 LIEN CLAIMANT ADD CAPITAL CORP.

ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE
					X		X

YEAR MAKE MODEL V.I.N.

MOTOR  
 VEHICLE

GENERAL ADD CAPITAL CORP. IS INTERESTED IN THE PROPERTY KNOWN AS 354  
 COLLATERAL HUMBERLINE DRIVE, ETOBICOKE, ONTARIO, M9W5S3  
 DESCRIPTION

REGISTERING  
 AGENT ADD CAPITAL CORP.

ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Puckett*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTREUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)



RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
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 ( 5735)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 763783614

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	006		20200716 1702 1462 8149	P PPSA	4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

04 ADDRESS 354 HUMBERLINE DRIVE ETOBICOKE ON M9W5S3

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / ADD CAPITAL CORP.  
 LIEN CLAIMANT

09 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
			X		X				X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND  
 14 COLLATERAL AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS,  
 15 DESCRIPTION ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS,

16 REGISTERING ADD CAPITAL CORP.  
 AGENT

17 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
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TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 763783614

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	02	006		20200716 1702 1462 8149	P PPSA	4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE
10								

11 YEAR MAKE MODEL V.I.N.

12 MOTOR  
 VEHICLE

13 GENERAL SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFORE, AND ALL RIGHTS,  
 14 COLLATERAL RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE  
 15 DESCRIPTION OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS

16 REGISTERING ADD CAPITAL CORP.  
 AGENT

17 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Dackitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
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 ( 5737)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 763783614

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	03	006		20200716 1702 1462 8149	P PPSA	4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE
10							

11 YEAR MAKE MODEL V.I.N.

12 MOTOR  
 VEHICLE

13 GENERAL RELATING THERETO.

14 COLLATERAL  
 15 DESCRIPTION PROCEEDS - ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL

16 REGISTERING ADD CAPITAL CORP.  
 AGENT

17 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
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 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
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TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 763783614

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	04	006		20200716 1702 1462 8149	P PPSA	4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE
10								

11 YEAR MAKE MODEL V.I.N.

12 MOTOR  
 VEHICLE

13 GENERAL PROPERTY WHICH IS DERIVED, DIRECTLY OR INDIRECTLY, FROM ANY DEALING  
 14 COLLATERAL OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING WITHOUT  
 15 DESCRIPTION LIMITATION, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR

16 REGISTERING ADD CAPITAL CORP.  
 AGENT

17 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Mackitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
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TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 763783614

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	05	006		20200716 1702 1462 8149	P PPSA	4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE
10								

11 YEAR MAKE MODEL V.I.N.

12 MOTOR  
 VEHICLE

13 GENERAL COMPENSATION FOR LOSS OR DAMAGE THERETO, ACCOUNTS, RENTS OR OTHER  
 14 COLLATERAL PAYMENTS ARISING FROM THE LEASE OF THE ABOVE-DESCRIBED COLLATERAL,  
 15 DESCRIPTION GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE,

16 REGISTERING ADD CAPITAL CORP.  
 AGENT

17 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Blackett*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTREUR  
 DES SÛRETÉS MOBILIÈRES

(e)1fu 06/2019

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 11  
 ( 5740)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 763783614

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	06	006		20200716 1702 1462 8149	P PPSA	4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR MATURITY DATE
10							

11 YEAR MAKE MODEL V.I.N.

12 MOTOR  
 VEHICLE

13 GENERAL INSTRUMENTS, MONEY, CHEQUES, DEPOSITS, SECURITIES AND INTANGIBLES.

14 COLLATERAL

15 DESCRIPTION AND PROCEEDS THEREOF

16 REGISTERING ADD CAPITAL CORP.  
 AGENT

17 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 12  
 ( 5741)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 763714962

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	006		20200715 1003 1462 7314	P PPSA	4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

04 ADDRESS 26 HUDDERSFIELD ROAD ETOBICOKE ONTARIO CORPORATION NO. ON M9W5Z6

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / ADD CAPITAL CORP.

09 LIEN CLAIMANT ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE
			X	X			X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND  
 14 COLLATERAL AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS,  
 15 DESCRIPTION ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS,

16 REGISTERING ADD CAPITAL CORP.

17 AGENT ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTREUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 13  
 ( 5742)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 763714962

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	02	006		20200715 1003 1462 7314	P PPSA	4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE
10							

YEAR	MAKE	MODEL	V.I.N.
11			
12			

13 GENERAL SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFORE, AND ALL RIGHTS,  
 14 COLLATERAL RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE  
 15 DESCRIPTION OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS

16 REGISTERING AGENT ADD CAPITAL CORP.

17 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTREUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)



RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
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 ( 5743)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 763714962

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	03	006		20200715 1003 1462 7314	P PPSA	4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE
10								

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL RELATING THERETO.

14 COLLATERAL  
 15 DESCRIPTION PROCEEDS - ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL

16 REGISTERING ADD CAPITAL CORP.  
 17 AGENT

ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
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PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
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 ( 5744)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 763714962

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE
10							

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL PROPERTY WHICH IS DERIVED, DIRECTLY OR INDIRECTLY, FROM ANY DEALING  
 14 COLLATERAL OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING WITHOUT  
 15 DESCRIPTION LIMITATION, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR

16 REGISTERING ADD CAPITAL CORP.  
 17 AGENT

ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
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 ( 5745)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
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01

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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02

03

04

05

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07

08

09

10

11

12

13

14

15

16

17

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
 LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY EQUIPMENT

ACCOUNTS OTHER

INCLUDED

MATURITY OR

MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR  
 VEHICLE

GENERAL  
 COLLATERAL  
 DESCRIPTION

COMPENSATION FOR LOSS OR DAMAGE THERETO, ACCOUNTS, RENTS OR OTHER  
 PAYMENTS ARISING FROM THE LEASE OF THE ABOVE-DESCRIBED COLLATERAL,  
 GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE,

REGISTERING  
 AGENT

ADD CAPITAL CORP.

ADDRESS

500 COCHRANE DRIVE, UNIT 2

MARKHAM

ON

L3R8E2

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

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTREUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
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 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
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 ( 5746)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 763714962

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
 03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
 06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /  
 LIEN CLAIMANT  
 09 ADDRESS

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE
10							

11 MOTOR YEAR MAKE MODEL V.I.N.  
 12 VEHICLE

13 GENERAL INSTRUMENTS, MONEY, CHEQUES, DEPOSITS, SECURITIES AND INTANGIBLES.  
 14 COLLATERAL  
 15 DESCRIPTION AND PROCEEDS THEREOF

16 REGISTERING ADD CAPITAL CORP.  
 AGENT

17 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTREUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
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 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
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 ( 5747)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 763714971

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20200715 1003 1462 7315	P PPSA	4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

04 ADDRESS 26 HUDDERSFIELD ROAD ETOBICOKE ON M9W5Z6

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / ADD CAPITAL CORP.

09 LIEN CLAIMANT ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR MATURITY DATE
						X	X

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL ADD CAPITAL CORP. IS INTERESTED IN THE PROPERTY KNOWN AS 26

14 COLLATERAL HUDDERSFIELD ROAD, ETOBICOKE, ONTARIO, M9W5Z6

15 DESCRIPTION

16 REGISTERING ADD CAPITAL CORP.

17 AGENT ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTREUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
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 ( 5748)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 763714989

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01

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	006		20200715 1003 1462 7316	P PPSA	4

02

03

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

CLAIREVILLE PROPERTY HOLDINGS INC.

ONTARIO CORPORATION NO.

04

ADDRESS

20 HUDDERSVILLE ROAD

ETOBICOKE

ON M9W5Z6

05

06

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /  
LIEN CLAIMANT

ADD CAPITAL CORP.

09

ADDRESS

500 COCHRANE DRIVE, UNIT 2

MARKHAM

ON L3R8E2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		X		X			X

10

11

12

MOTOR  
VEHICLE

YEAR MAKE

MODEL

V.I.N.

13

14

15

GENERAL  
COLLATERAL  
DESCRIPTION

THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND  
 AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS,  
 ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS,

16

REGISTERING  
AGENT

ADD CAPITAL CORP.

17

ADDRESS

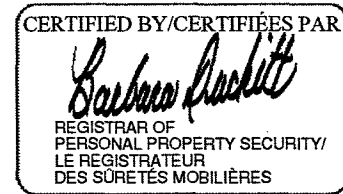
500 COCHRANE DRIVE, UNIT 2

MARKHAM

ON L3R8E2

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

CONTINUED... 20



(crj1fu 06/2019)

RUN NUMBER : 333  
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PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
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 ( 5749)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 763714989

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	02	006		20200715 1003 1462 7316	P PPSA	4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE
10							

11 YEAR MAKE MODEL V.I.N.

12 MOTOR  
 VEHICLE

13 GENERAL SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFORE, AND ALL RIGHTS,  
 14 COLLATERAL RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE  
 15 DESCRIPTION OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS

16 REGISTERING ADD CAPITAL CORP.  
 AGENT

17 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
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 ( 5750)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

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00 FILE NUMBER  
 763714989

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
 03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
 06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /  
 LIEN CLAIMANT  
 09 ADDRESS

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR MATURITY DATE
10							

11 YEAR MAKE MODEL V.I.N.  
 12 MOTOR VEHICLE

13 GENERAL RELATING THERETO.  
 14 COLLATERAL  
 15 DESCRIPTION PROCEEDS - ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL

16 REGISTERING ADD CAPITAL CORP.  
 17 AGENT ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTREUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)



RUN NUMBER : 333  
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 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
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 ( 5751)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLE

GENERAL  
COLLATERAL  
DESCRIPTION

PROPERTY WHICH IS DERIVED, DIRECTLY OR INDIRECTLY, FROM ANY DEALING  
 OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING WITHOUT  
 LIMITATION, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR

REGISTERING  
AGENT

ADD CAPITAL CORP.

ADDRESS 500 COCHRANE DRIVE, UNIT 2

MARKHAM

ON

L3R8E2

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

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

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 ( 5752)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

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 763714989

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01

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	006		20200715 1003 1462 7316	P PPSA	4

02

03

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05

06

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

09

SECURED PARTY /  
 LIEN CLAIMANT

ADDRESS

10

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE

11

12

MOTOR  
 VEHICLE

YEAR MAKE

MODEL

V.I.N.

13

14

15

GENERAL  
 COLLATERAL  
 DESCRIPTION

COMPENSATION FOR LOSS OR DAMAGE THERETO, ACCOUNTS, RENTS OR OTHER  
 PAYMENTS ARISING FROM THE LEASE OF THE ABOVE-DESCRIBED COLLATERAL,  
 GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE,

16

17

REGISTERING  
 AGENT

ADD CAPITAL CORP.

ADDRESS

500 COCHRANE DRIVE, UNIT 2

MARKHAM

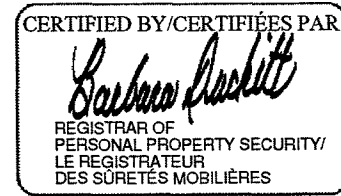
ON

L3R8E2

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

CONTINUED...

24



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 24  
 ( 5753)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 763714989

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	06	006		20200715 1003 1462 7316	P PPSA	4

02

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16

17

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
 LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR  
 VEHICLE

GENERAL  
 COLLATERAL  
 DESCRIPTION

INSTRUMENTS, MONEY, CHEQUES, DEPOSITS, SECURITIES AND INTANGIBLES.  
 AND PROCEEDS THEREOF

REGISTERING  
 AGENT

ADD CAPITAL CORP.

ADDRESS

500 COCHRANE DRIVE, UNIT 2

MARKHAM

ON

L3R8E2

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

CONTINUED...

25

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Rachitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTREUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 25  
 ( 5754)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 763715007

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20200715 1003 1462 7318	P PPSA	4

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

ADDRESS 20 HUDDERSFIELD ROAD ETOBICOKE ON M9W5Z6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
 LIEN CLAIMANT ADD CAPITAL CORP.

ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
				X			X

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION ADD CAPITAL CORP. IS INTERESTED IN THE PROPERTY KNOWN AS 20 HUDDERSFIELD ROAD, ETOBICOKE, ONTARIO, M9W5Z6

REGISTERING AGENT ADD CAPITAL CORP.

ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 26

CERTIFIED BY/CERTIFIÉES PAR

*Barbara Aschitt*

REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTREUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 26  
 ( 5755)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 763729722

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	006		20200715 1402 1462 7444	P PPSA	4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

04 ADDRESS 358 HUMBERLINE DRIVE ETOBICOKE ON M9W5S3

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / ADD CAPITAL CORP.  
 LIEN CLAIMANT

09 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

13 GENERAL THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND  
 14 COLLATERAL AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS,  
 15 DESCRIPTION ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS,

16 REGISTERING ADD CAPITAL CORP.  
 AGENT

17 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 27

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 27  
 ( 5756)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 763729722

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	02	006		20200715 1402 1462 7444	P PPSA	4

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR		

03

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR		

06

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /  
 LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY DATE
10									

10

YEAR	MAKE	MODEL	V.I.N.
11	MOTOR		

12

VEHICLE

13

14

15

GENERAL DESCRIPTION

SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFORE, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS

16

17

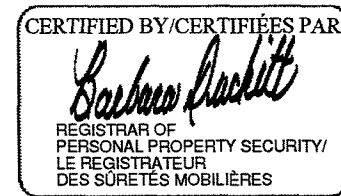
REGISTERING AGENT

ADD CAPITAL CORP.

ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 28



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 28  
 ( 5757)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 763729722

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	03	006		20200715 1402 1462 7444	P PPSA	4

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR		
03	NAME		

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR		
06	NAME		

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /  
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE
10				

YEAR	MAKE	MODEL	V.I.N.
11	MOTOR		
12	VEHICLE		

13 GENERAL RELATING THERETO.

14 COLLATERAL

15 DESCRIPTION PROCEEDS - ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL

16 REGISTERING ADD CAPITAL CORP.

17 AGENT

ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 29

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Beckett*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 29  
 ( 5758)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 763729722

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	006		20200715 1402 1462 7444	P PPSA	4

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION  
 PROPERTY WHICH IS DERIVED, DIRECTLY OR INDIRECTLY, FROM ANY DEALING OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING WITHOUT LIMITATION, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR

REGISTERING AGENT  
 ADD CAPITAL CORP.

ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 30

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)



RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 30  
 ( 5759)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 763729722

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01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	006		20200715 1402 1462 7444	P PPSA	4

02

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17

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLEGENERAL  
COLLATERAL  
DESCRIPTION

COMPENSATION FOR LOSS OR DAMAGE THERETO, ACCOUNTS, RENTS OR OTHER  
 PAYMENTS ARISING FROM THE LEASE OF THE ABOVE-DESCRIBED COLLATERAL,  
 GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE,

REGISTERING  
AGENT

ADD CAPITAL CORP.

ADDRESS

500 COCHRANE DRIVE, UNIT 2

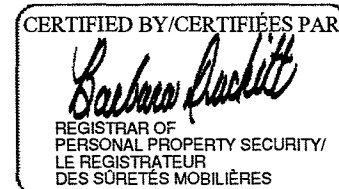
MARKHAM

ON

L3R8E2

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

CONTINUED... 31



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 31  
 ( 5760)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 763729722

00

01

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	06	006		20200715 1402 1462 7444	P PPSA	4

02

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04

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17

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

INSTRUMENTS, MONEY, CHEQUES, DEPOSITS, SECURITIES AND INTANGIBLES.

AND PROCEEDS THEREOF

ADD CAPITAL CORP.

ADDRESS 500 COCHRANE DRIVE, UNIT 2

MARKHAM

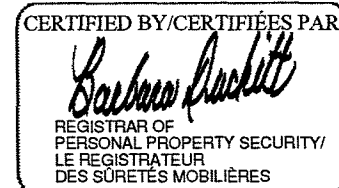
ON

L3R8E2

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

CONTINUED...

32



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 32  
 ( 5761)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 763729731

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20200715 1402 1462 7445	P PPSA	4

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
 NAME

BUSINESS NAME

CLAIREVILLE PROPERTY HOLDINGS INC.

ONTARIO CORPORATION NO.

ADDRESS

358 HUMBERLINE DRIVE

ETOBICOKE

ON M9W5S3

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
 LIEN CLAIMANT

ADD CAPITAL CORP.

ADDRESS

500 COCHRANE DRIVE, UNIT 2

MARKHAM

ON L3R8E2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
				X			X

YEAR MAKE

MODEL

V.I.N.

MOTOR  
 VEHICLE

GENERAL  
 COLLATERAL  
 DESCRIPTION

ADD CAPITAL CORP. IS INTERESTED IN THE PROPERTY KNOWN AS 358  
 HUMBERLINE DRIVE, ETOBICOKE, ONTARIO, M9W5S3

REGISTERING  
 AGENT

ADD CAPITAL CORP.

ADDRESS

500 COCHRANE DRIVE, UNIT 2

MARKHAM

ON L3R8E2

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

CONTINUED... 33

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 33  
 ( 5762)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 763668396

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	3		20200714 1124 1901 4369	P PPSA	04

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR NAME

BUSINESS NAME

CLAIREVILLE PROPERTY HOLDINGS

ONTARIO CORPORATION NO.

ADDRESS

130 CLAIREVILLE ROAD

ETOBICOKE

ON M9W 5Y3

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

MERIDIAN ONECAP CREDIT CORP.

ADDRESS

SUITE 1500, 4710 KINGSWAY

BURNABY

BC V5H 4M2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		X			X			

YEAR MAKE

MODEL

V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

LED VAPOR TIGHT STRIP (S) LED LINEAR HIGHBAY (S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM

REGISTERING AGENT

ESC CORPORATE SERVICES LTD.

ADDRESS

201-1325 POLSON DRIVE

VERNON

BC V1T 8H2

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

CONTINUED... 34

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 34  
 ( 5763)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 763668396

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20200714 1124 1901 4369		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR

REGISTERING AGENT

ADDRESS

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

CONTINUED...

35

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Pickett*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 35  
 ( 5764 )

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 763668396

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	003	3		20200714 1124 1901 4369		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				
03				

04 BUSINESS NAME

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				
06				

07 BUSINESS NAME

ONTARIO CORPORATION NO.

08 ADDRESS

09 SECURED PARTY /

LIEN CLAIMANT

10 ADDRESS

COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER

11 MOTOR VEHICLE

YEAR	MAKE	MODEL	V.I.N.
12			

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

17 AGENT

ADDRESS

ADDRESS

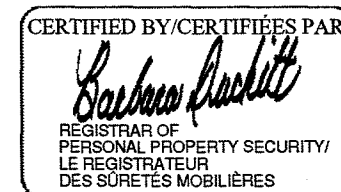
ADDRESS

ADDRESS

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

CONTINUED...

36



RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 36  
 ( 5765)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 763669719

00

01

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20200714 1146 1902 2708	P PPSA	05

02

03

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
 NAME

BUSINESS NAME

CLAIREVILLE PROPERTY HOLDINGS

ONTARIO CORPORATION NO.

04

ADDRESS

24 HUDDERSFIELD ROAD

ETOBICOKE

ON M9W 5Z6

05

06

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /  
 LIEN CLAIMANT

MERIDIAN ONECAP CREDIT CORP.

09

ADDRESS

SUITE 1500, 4710 KINGSWAY

BURNABY

BC V5H 4M2

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE
	X			
		X		

10

YEAR MAKE

MODEL

V.I.N.

11

12

MOTOR  
 VEHICLE

13

14

15

GENERAL  
 COLLATERAL  
 DESCRIPTION

LED 2X4 FLAT PANEL (S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES  
 ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS  
 THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY

16

REGISTERING  
 AGENT

ESC CORPORATE SERVICES LTD.

17

ADDRESS

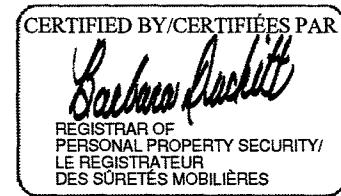
201-1325 POLSON DRIVE

VERNON

BC V1T 8H2

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

CONTINUED... 37



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 37  
 ( 5766)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 763669719

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20200714 1146 1902 2708		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
 LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR  
 VEHICLE

GENERAL  
 COLLATERAL  
 DESCRIPTION

FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN  
 INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES  
 FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

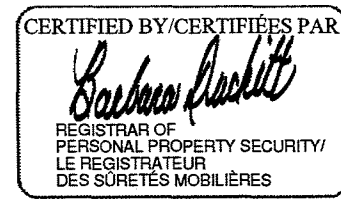
REGISTERING  
 AGENT

ADDRESS

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

CONTINUED...

38



(crjfu 06/2019)



RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 38  
 ( 5767)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 763012548

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20200624 1406 1462 0103	P PPSA	4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

04 ADDRESS 101 CLAIREVILLE ROAD ETOBICOKE ONTARIO CORPORATION NO. M9W6K9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / ADD CAPITAL CORP.  
 LIEN CLAIMANT

09 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR MATURITY DATE
						X	

11 YEAR MAKE MODEL V.I.N.

12 MOTOR  
 VEHICLE

13 GENERAL ADD CAPITAL CORP. IS INTERESTED IN THE PROPERTY KNOWN AS 101  
 14 COLLATERAL CLAIREVILLE ROAD, ETOBICOKE, ONTARIO, M9W 6K9  
 15 DESCRIPTION

16 REGISTERING ADD CAPITAL CORP.  
 AGENT

17 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 39

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 39  
 ( 5768)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 762337521

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	006		20200602 1706 1462 2595	P PPSA	4

01

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

02 DEBTOR

03 NAME

BUSINESS NAME

CLAIREVILLE PROPERTY HOLDINGS INC.

ONTARIO CORPORATION NO.

04

ADDRESS

101 CLAIREVILLE ROAD

ETOBICOKE

ON M9W6K9

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05 DEBTOR

06 NAME

BUSINESS NAME

CLAIREVILLE PROPERTY HOLDINGS INC.

ONTARIO CORPORATION NO.

07

ADDRESS

200 RONSON DRIVE, UNIT 101

TORONTO

ON M9W5Z9

08 SECURED PARTY /  
 LIEN CLAIMANT

ADD CAPITAL CORP.

09

ADDRESS

500 COCHRANE DRIVE, UNIT 2

MARKHAM

ON L3R8E2

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY EQUIPMENT

ACCOUNTS OTHER

INCLUDED

MATURITY OR

MATURITY DATE

10

X

X

X

YEAR MAKE

MODEL

V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND  
 AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS,  
 ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS,

16 REGISTERING

AGENT

ADD CAPITAL CORP.

17

ADDRESS

500 COCHRANE DRIVE, UNIT 2

MARKHAM

ON L3R8E2

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

CONTINUED... 40

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Rachitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 40  
 ( 5769)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 762337521

00

01

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	006		20200602 1706 1462 2595	P PPSA	4

02

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16

17

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY EQUIPMENT

ACCOUNTS OTHER

INCLUDED

MATURITY OR

MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLEGENERAL  
COLLATERAL  
DESCRIPTION

SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFORE, AND ALL RIGHTS,  
 RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE  
 OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS

REGISTERING  
AGENT

ADD CAPITAL CORP.

ADDRESS

500 COCHRANE DRIVE, UNIT 2

MARKHAM

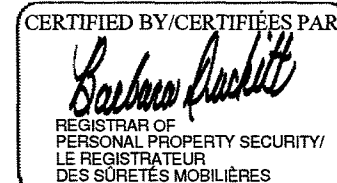
ON

L3R8E2

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

CONTINUED...

41



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 41  
 ( 5770)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 762337521

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	03	006		20200602 1706 1462 2595	P PPSA	4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /  
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE
10							

11 YEAR MAKE MODEL V.I.N.

12 MOTOR  
 VEHICLE

13 GENERAL RELATING THERETO.

14 COLLATERAL

15 DESCRIPTION PROCEEDS - ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL

16 REGISTERING ADD CAPITAL CORP.  
 AGENT

17 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 42

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 42  
 ( 5771)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 762337521

00

01

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	006		20200602 1706 1462 2595	P PPSA	4

02

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16

17

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
 LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR  
 VEHICLE

GENERAL  
 COLLATERAL  
 DESCRIPTION

PROPERTY WHICH IS DERIVED, DIRECTLY OR INDIRECTLY, FROM ANY DEALING  
 OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING WITHOUT  
 LIMITATION, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR

REGISTERING  
 AGENT

ADD CAPITAL CORP.

ADDRESS

500 COCHRANE DRIVE, UNIT 2

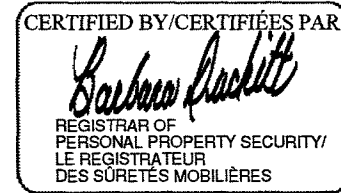
MARKHAM

ON

L3R8E2

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

CONTINUED... 43



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 43  
 ( 5772)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 762337521

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	006		20200602 1706 1462 2595	P PPSA	4

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLE

GENERAL  
COLLATERAL  
DESCRIPTION

COMPENSATION FOR LOSS OR DAMAGE THERETO, ACCOUNTS, RENTS OR OTHER  
 PAYMENTS ARISING FROM THE LEASE OF THE ABOVE-DESCRIBED COLLATERAL,  
 GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE,

REGISTERING  
AGENT

ADD CAPITAL CORP.

ADDRESS

500 COCHRANE DRIVE, UNIT 2

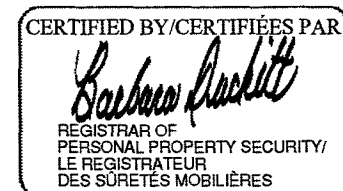
MARKHAM

ON

L3R8E2

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

CONTINUED... 44



(crjfu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 44  
 ( 5773)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 762337521

00

01

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	06	006		20200602 1706 1462 2595	P PPSA	4

02

03

04

05

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08

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11

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15

16

17

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
 LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY EQUIPMENT ACCOUNTS OTHER

INCLUDED

MATURITY OR

MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR  
 VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

INSTRUMENTS, MONEY, CHEQUES, DEPOSITS, SECURITIES AND INTANGIBLES.

AND PROCEEDS THEREOF

REGISTERING  
 AGENT

ADD CAPITAL CORP.

ADDRESS

500 COCHRANE DRIVE, UNIT 2

MARKHAM

ON

L3R8E2

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

CONTINUED... 45

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 45  
 ( 5774)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 761671035

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20200430 1338 1901 5811	P PPSA	04

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02 DEBTOR  
 03 NAME

BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

04

ADDRESS 350 HUMBERLINE DRIVE ETOBICOKE

ONTARIO CORPORATION NO.  
 ON M9W 5S3

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR  
 06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY / MERIDIAN ONECAP CREDIT CORP.

09 LIEN CLAIMANT

ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2

COLLATERAL CLASSIFICATION

10

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
			INCLUDED	

11 MOTOR  
 12 VEHICLE

YEAR MAKE MODEL V.I.N.

13 GENERAL LIGHT(S), LIGHTING RETROFIT(S) TOGETHER WITH ALL ATTACHMENTS  
 14 COLLATERAL ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND  
 15 DESCRIPTION IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR

16 REGISTERING ESC CORPORATE SERVICES LTD.

17 AGENT

ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

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

CONTINUED... 46

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Prochitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)



RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 46  
 ( 5775)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 761671035

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20200430 1338 1901 5811		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR  
VEHICLE

GENERAL COLLATERAL DESCRIPTION  
 INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A  
 RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR  
 COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

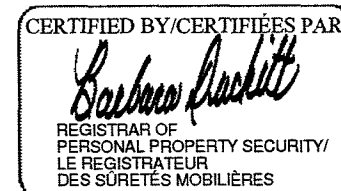
REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

47



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 47  
 ( 5776)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 761671035

00

01

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20200430 1338 1901 5811		

02

03

04

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

06

07

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08

09

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

10

11

12

13

14

15

16

17

MOTOR  
VEHICLE

YEAR MAKE

MODEL

V.I.N.

GENERAL

COLLATERAL

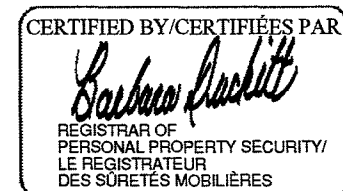
COLLATERAL  
DESCRIPTIONREGISTERING  
AGENT

ADDRESS

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

CONTINUED...

48



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 48  
 ( 5777)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 761671287

00

01

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20200430 1342 1902 5004	P PPSA	04

02

03

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

CLAIREVILLE PROPERTY HOLDINGS INC.

ONTARIO CORPORATION NO.

04

ADDRESS

160 CLAIREVILLE DRIVE

ETOBICOKE

ON M9W 5Y3

05

06

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

09

SECURED PARTY /  
LIEN CLAIMANT

MERIDIAN ONECAP CREDIT CORP.

ADDRESS

SUITE 1500, 4710 KINGSWAY

BURNABY

BC V5H 4M2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		X			X			

10

11

12

MOTOR  
VEHICLE

YEAR MAKE

MODEL

V.I.N.

13

14

15

GENERAL  
COLLATERAL  
DESCRIPTION

LIGHT(S), LIGHTING RETROFIT(S), LED LIGHT(S) TOGETHER WITH ALL  
 ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS  
 ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM

16

17

REGISTERING  
AGENT

ESC CORPORATE SERVICES LTD.

ADDRESS

201-1325 POLSON DRIVE

VERNON

BC V1T 8H2

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

CONTINUED... 49

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Pashitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 49  
 ( 5778)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 761671287

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20200430 1342 1902 5004		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

GENERAL	DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE

14 COLLATERAL

15 DESCRIPTION

COLLATERAL	AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT

16 REGISTERING

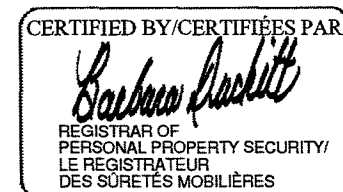
17 AGENT

ADDRESS

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

CONTINUED...

50



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 50  
 ( 5779)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 761671287

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20200430 1342 1902 5004		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR  
VEHICLE

GENERAL PROCEEDS OF THE COLLATERAL

COLLATERAL  
DESCRIPTION

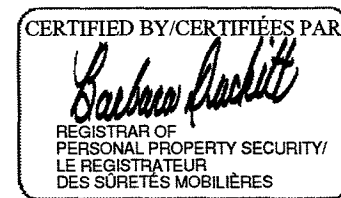
REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

51



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 51  
 ( 5780)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 761671539

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20200430 1351 1902 5006	P PPSA	04

02

03

04

05

06

07

08

09

10

11

12

13

14

15

16

17

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

CLAIREVILLE PROPERTY HOLDINGS INC.

ONTARIO CORPORATION NO.

ADDRESS

123 CLAIREVILLE DRIVE

ETOBICOKE

ON M9W 6K9

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /

LIEN CLAIMANT

MERIDIAN ONECAP CREDIT CORP.

ADDRESS

SUITE 1500, 4710 KINGSWAY

BURNABY

BC V5H 4M2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		X		X			

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

LED LIGHT(S), LIGHT(S), LIGHTING RETROFIT(S) TOGETHER WITH ALL  
 ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS  
 ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM

REGISTERING

AGENT

ESC CORPORATE SERVICES LTD.

ADDRESS

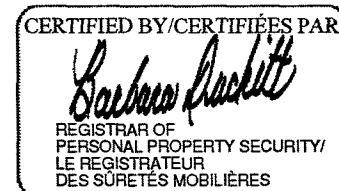
201-1325 POLSON DRIVE

VERNON

BC V1T 8H2

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

CONTINUED... 52



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 52  
 ( 5781)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 761671539

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20200430 1351 1902 5006		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR  
VEHICLE

GENERAL DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE  
 COLLATERAL COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT  
 DESCRIPTION INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR

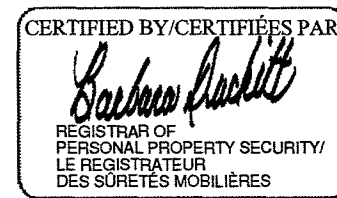
REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

53



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 53  
 ( 5782)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 761671539

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	003	3		20200430 1351 1902 5006		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE
10								

11 YEAR MAKE MODEL V.I.N.

12 MOTOR  
 VEHICLE

13 GENERAL PROCEEDS OF THE COLLATERAL

14 COLLATERAL  
 DESCRIPTION

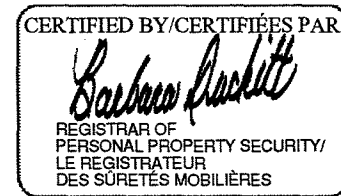
16 REGISTERING  
 AGENT

17 ADDRESS

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

CONTINUED...

54



(crj1fu 06/2019)



PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

RUN NUMBER : 333  
RUN DATE : 2021/11/29  
ID : 20211129083341.57

REPORT : PSSR060  
PAGE : 54  
( 5783)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
761633181

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	3		20200428 1406 1902 4709	P PPSA	05

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	03		

DEBTOR NAME BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS

04 ADDRESS 130 CLAIREVILLE ROAD ETOBICOKE ONTARIO CORPORATION NO. ON M9W 5Y3

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	06		

DEBTOR NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / MERIDIAN ONECAP CREDIT CORP.

09 LIEN CLAIMANT ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
INCLUDED	MATURITY	OR	MATURITY	DATE
10	X	X		

YEAR	MAKE	MODEL	V.I.N.
11	12		

MOTOR VEHICLE

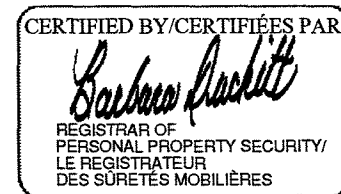
13 GENERAL LED LIGHTING UPGRADE FT-WP90-5K-UH WALPACK (S), CF4-404-2 FUEL PUMP  
14 COLLATERAL CANOPY (S), PAR20-G6-74040 LED PAR 20 LAMP (S), ACCESSORIES (S),  
15 DESCRIPTION WALLPACK (S), T8 2 LAMP 347V BALLAST (S), TOGETHER WITH ALL

16 REGISTERING ESC CORPORATE SERVICES LTD.

17 AGENT ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

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

CONTINUED... 55



(crjtfu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 55  
 ( 5784)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 761633181

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20200428 1406 1902 4709		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLE

GENERAL  
COLLATERAL  
DESCRIPTION

ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS  
 ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM  
 DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE

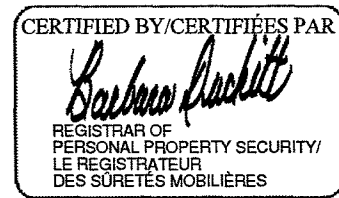
REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

56



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 56  
 ( 5785)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 761633181

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20200428 1406 1902 4709		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
 LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR  
 VEHICLE

GENERAL COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT  
 COLLATERAL INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR  
 DESCRIPTION PROCEEDS OF THE COLLATERAL

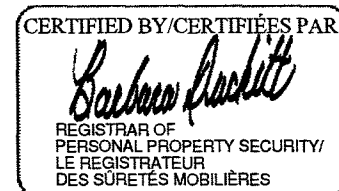
REGISTERING  
 AGENT

ADDRESS

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

CONTINUED...

57



(crjfu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 57  
 ( 5786)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 761527539

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20200420 0930 1902 3619	P PPSA	04

02

03

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
 NAME

BUSINESS NAME

CLAIREVILLE PROPERTY HOLDINGS INC.

ONTARIO CORPORATION NO.

04

ADDRESS

101- 200 RONSON DRIVE

ETOBICOKE

ON M9W 5Z9

05

06

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
 NAME

BUSINESS NAME

CLAIREVILLE PROPERTY HOLDINGS INC.

ONTARIO CORPORATION NO.

07

ADDRESS

354 HUMBERLINE DR

ETOBICOKE

ON M9W 5S3

08

09

SECURED PARTY /  
 LIEN CLAIMANT

BLUE CHIP LEASING CORPORATION

ADDRESS

156 DUNCAN MILL RD, UNIT 16

TORONTO

ON M3B 3N2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		X		X			

10

11

12

MOTOR  
 VEHICLE

YEAR MAKE

MODEL

V.I.N.

13

14

15

GENERAL  
 COLLATERAL  
 DESCRIPTION

16

17

REGISTERING  
 AGENT

ESC CORPORATE SERVICES LTD.

ADDRESS

201-1325 POLSON DRIVE

VERNON

BC V1T 8H2

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

CONTINUED... 58

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 58  
 ( 5787)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 761527566

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	2		20200420 0930 1902 3621	P PPSA	04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

CLAIREVILLE PROPERTY HOLDINGS INC.

ONTARIO CORPORATION NO.

ADDRESS

101 - 200 RONSON DRIVE

ETOBICOKE

ON M9W 5Z9

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

CLAIREVILLE PROPERTY HOLDINGS INC.

ONTARIO CORPORATION NO.

ADDRESS

300 - 200 RONSON DRIVE

ETOBICOKE

ON M9W 5Z9

SECURED PARTY /  
LIEN CLAIMANT

BLUE CHIP LEASING CORPORATION

ADDRESS

156 DUNCAN MILL RD, UNIT 16

TORONTO

ON M3B 3N2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		X		X			

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLE

GENERAL  
COLLATERAL  
DESCRIPTION

REGISTERING  
AGENT

ESC CORPORATE SERVICES LTD.

ADDRESS

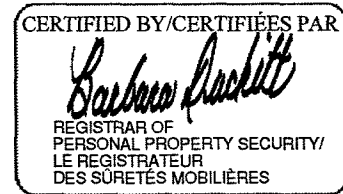
201-1325 POLSON DRIVE

VERNON

BC V1T 8H2

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

CONTINUED... 59



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 59  
 ( 5788)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 761527566

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20200420 0930 1902 3621		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

ONTARIO CORPORATION NO.  
 ON M9W 5S3

ADDRESS 350 HUMBERLINE DR ETOBICOKE

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

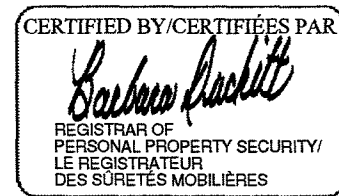
REGISTERING AGENT

ADDRESS

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

CONTINUED...

60



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 60  
 ( 5789)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 761383602

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20200403 1624 1901 2482	P PPSA	04

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR		
03	NAME		

03 BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

04 ADDRESS 200 RONSON DRIVE ETOBICOKE ONTARIO CORPORATION NO. ON M9W 5Z9

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR		
06	NAME		

06 BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

07 ADDRESS 24 HUDDERSFIELD ROAD TORONTO ONTARIO CORPORATION NO. ON M9W 5Z6

08 SECURED PARTY /  
 LIEN CLAIMANT BLUE CHIP LEASING CORPORATION

09 ADDRESS 156 DUNCAN MILL RD, UNIT 16 TORONTO ON M3B 3N2

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	OTHER	INCLUDED	MATURITY OR	MATURITY DATE
10			X		X		

YEAR	MAKE	MODEL	V.I.N.
11	MOTOR		
12	VEHICLE		

13 GENERAL  
 14 COLLATERAL  
 15 DESCRIPTION

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

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

CONTINUED... 61

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Puckett*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 61  
 ( 5790)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20200420 1151 1901 4389	
21	RECORD REFERENCED	FILE NUMBER	761383602		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	CLAIREVILLE PROPERTY HOLDINGS INC.		
25	OTHER CHANGE				
26	REASON/	ADDED DEBTOR CLAIREVILLE PROPERTY HOLDINGS INC. (200 RONSON DRIVE			
27	DESCRIPTION	SUITE 101)			
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME	CLAIREVILLE PROPERTY HOLDINGS INC.		
06					
04/07	ADDRESS	200 RONSON DRIVE SUITE 101	ETOBICOKE	ONTARIO CORPORATION NO.	ON M9W 5Z9
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.			
17	SECURED PARTY/	ADDRESS	201-1325 POLSON DRIVE	VERNON	BC V1T 8H2
	LIEN CLAIMANT				

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

CONTINUED... 62

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)



RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 62  
 ( 5791)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 761383944

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20200403 1633 1902 1888	P PPSA	04

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02 DEBTOR NAME					
03 BUSINESS NAME		CLAIREVILLE PROPERTY HOLDINGS INC.			
04 ADDRESS		200 RONSON DRIVE		ETOBICOKE	ON M9W 5Z9
05 DEBTOR NAME					
06 BUSINESS NAME		CLAIREVILLE PROPERTY HOLDINGS INC.			
07 ADDRESS		22 HUDDERSFIELD RD		ETOBICOKE	ON M9W 5Z6
08 SECURED PARTY / LIEN CLAIMANT		BLUE CHIP LEASING CORPORATION			
09 ADDRESS		156 DUNCAN MILL RD, UNIT 16		TORONTO	ON M3B 3N2

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR MATURITY DATE
10			X			X	

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11				
12				

13 GENERAL  
 14 COLLATERAL  
 15 DESCRIPTION

16 REGISTERING AGENT  
 ESC CORPORATE SERVICES LTD.

17 ADDRESS  
 201-1325 POLSON DRIVE  
 VERNON BC V1T 8H2

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

CONTINUED... 63

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Dackitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 63  
 ( 5792)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 761335308

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	002		20200331 1937 1531 0546	P PPSA	5

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

CLAIREVILLE PROPERTY HOLDINGS INC.

ONTARIO CORPORATION NO.

ADDRESS

93 CLAIREVILLE DRIVE

TORONTO

ON

M9W 6K9

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

ADDRESS

3450 SUPERIOR COURT, UNIT 1

OAKVILLE

ON

L6L 0C4

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		X	X	X			X

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLE

GENERAL  
COLLATERAL  
DESCRIPTION

ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY,  
 WHEREVER SITUATED, CONSISTING OF LIGHTING EQUIPMENT, TOGETHER WITH  
 ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS,

REGISTERING  
AGENT

D+H LIMITED PARTNERSHIP

ADDRESS

SUITE 200, 4126 NORLAND AVENUE

BURNABY

BC

V5G 3S8

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

CONTINUED... 64

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Deschê*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 64  
 ( 5793)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 761335308

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	002		20200331 1937 1531 0546		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR  
VEHICLE

GENERAL ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS,  
 COLLATERAL SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE  
 DESCRIPTION FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

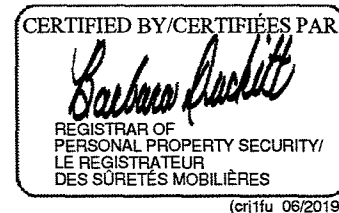
REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

65



RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 65  
 ( 5794)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 761283774

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20200327 1606 1901 1645	P PPSA	04

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	03		

DEBTOR NAME BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

04 ADDRESS 200 RONSON DRIVE ETOBICOKE ONTARIO CORPORATION NO. ON M9W 5Z9

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	06		

DEBTOR NAME BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

07 ADDRESS 20 HUDDERSFIELD ROAD ETOBICOKE ONTARIO CORPORATION NO. ON M9W 5Z6

08 SECURED PARTY / BLUE CHIP LEASING CORPORATION

09 LIEN CLAIMANT ADDRESS 156 DUNCAN MILL RD, UNIT 16 TORONTO ON M3B 3N2

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10			X		X			

YEAR	MAKE	MODEL	V.I.N.
11	12		

MOTOR VEHICLE

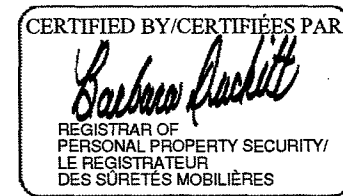
13 GENERAL  
 14 COLLATERAL  
 15 DESCRIPTION

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

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

CONTINUED... 66



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 66  
 ( 5795)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1	20200420 1152 1901 4390	
21	RECORD REFERENCED	FILE NUMBER 761283774		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	CLAIREVILLE PROPERTY HOLDINGS INC.	
25	OTHER CHANGE			
26	REASON/	ADD DEBTOR CLAIREVILLE PROPERTY HOLDINGS INC. (200 RONSON DRIVE		
27	DESCRIPTION	SUITE 101)		
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME	CLAIREVILLE PROPERTY HOLDINGS INC.	
06				
04/07	ADDRESS	200 RONSON DRIVE SUITE 101	ETOBICOKE	ONTARIO CORPORATION NO. ON M9W 5Z9
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
10	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.		
17	SECURED PARTY/	ADDRESS	201-1325 POLSON DRIVE	VERNON BC V1T 8H2
	LIEN CLAIMANT			

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

CONTINUED... 67

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Dackitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTREUR  
 DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 67  
 ( 5796)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 759539682

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	002		20200123 1447 1530 4027	P PPSA	5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

CLAIREVILLE PROPERTY HOLDINGS INC.

ONTARIO CORPORATION NO.

ADDRESS

20 HUDDERSFIELD ROAD

ETOBICOKE

ON M9W 5Z6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

ADDRESS

3450 SUPERIOR COURT, UNIT 1

OAKVILLE

ON L6L 0C4

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED
X	X	X		X

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLE

GENERAL  
COLLATERAL  
DESCRIPTION

ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY,  
 WHEREVER SITUATED, CONSISTING OF LIGHTING PROJECT, TOGETHER WITH ALL  
 PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES

REGISTERING  
AGENT

D+H LIMITED PARTNERSHIP

ADDRESS

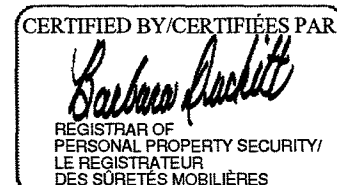
SUITE 200, 4126 NORLAND AVENUE

BURNABY

BC V5G 3S8

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

CONTINUED... 68



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 68  
 ( 5797)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 759539682

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	002		20200123 1447 1530 4027		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
 LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR  
 VEHICLE

GENERAL  
 COLLATERAL  
 DESCRIPTION

AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS,  
 ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND  
 ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

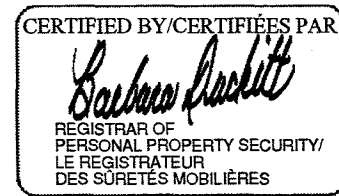
REGISTERING  
 AGENT

ADDRESS

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

CONTINUED...

69



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 69  
 ( 5798)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 759539691

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	002		20200123 1447 1530 4028	P PPSA	5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

DEBTOR NAME BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

ADDRESS 24 HUDDERSFIELD ROAD TORONTO ONTARIO CORPORATION NO. ON M9W 5Z6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
 LIEN CLAIMANT DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE

YEAR	MAKE	MODEL	V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF LIGHTING PROJECT, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES

REGISTERING AGENT D+H LIMITED PARTNERSHIP

ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 70

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Dickitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)



RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 70  
 ( 5799)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 759539691

00

01

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	002		20200123 1447 1530 4028		

02

03

04

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

05

06

07

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08

09

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

10

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE

11

12

MOTOR  
VEHICLE

YEAR MAKE

MODEL

V.I.N.

13

14

15

GENERAL  
COLLATERAL  
DESCRIPTION

AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS,  
 ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND  
 ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

16

17

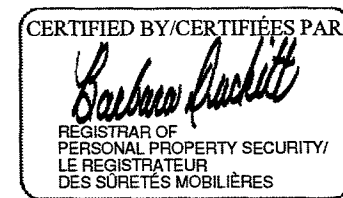
REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

71



(crlfu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 71  
 ( 5800)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 759539709

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	002		20200123 1447 1530 4029	P PPSA	5

02

03

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

CLAIREVILLE PROPERTY HOLDINGS INC.

ONTARIO CORPORATION NO.

04

ADDRESS

358 HUMBERLINE DRIVE

TORONTO

ON M9W 5S3

05

06

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /  
LIEN CLAIMANT

DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

09

ADDRESS

3450 SUPERIOR COURT, UNIT 1

OAKVILLE

ON L6L 0C4

10

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

11

12

MOTOR  
VEHICLE

YEAR MAKE

MODEL

V.I.N.

13

14

15

GENERAL  
COLLATERAL  
DESCRIPTION

ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY,  
 WHEREVER SITUATED, CONSISTING OF LIGHTING EQUIPMENT, TOGETHER WITH  
 ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS,

16

REGISTERING  
AGENT

D+H LIMITED PARTNERSHIP

17

ADDRESS

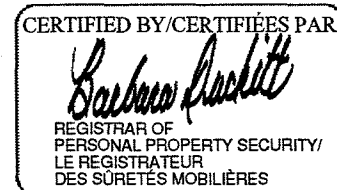
SUITE 200, 4126 NORLAND AVENUE

BURNABY

BC V5G 3S8

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

CONTINUED... 72



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 72  
 ( 5801)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 759539709

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	002		20200123 1447 1530 4029		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

10

11 YEAR MAKE MODEL V.I.N.

12 MOTOR  
 VEHICLE

13 GENERAL ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS,  
 14 COLLATERAL SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE  
 15 DESCRIPTION FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

16 REGISTERING  
 AGENT

17 ADDRESS

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

CONTINUED...

73

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 73  
 ( 5802)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 757690821

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	002		20191118 1450 1530 9302	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
 03 NAME BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

04 ADDRESS 123 CLAIRVILLE DRIVE TORONTO ON L9L 1L3  
 ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
 06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.  
 09 LIEN CLAIMANT

09 ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR MATURITY DATE
	X		X	X			X

11 MOTOR YEAR MAKE MODEL V.I.N.  
 12 VEHICLE

13 GENERAL ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY,  
 14 COLLATERAL WHEREVER SITUATED, CONSISTING OF LED LIGHTING, TOGETHER WITH ALL  
 15 DESCRIPTION PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES

16 REGISTERING D+H LIMITED PARTNERSHIP  
 17 AGENT

17 ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 74

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Blackett*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 74  
 ( 5803)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 757690821

00

01

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	002		20191118 1450 1530 9302		

02

03

04

05

06

07

08

09

10

11

12

13

14

15

16

17

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

## COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLEGENERAL  
COLLATERAL  
DESCRIPTION

AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS,  
 ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND  
 ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

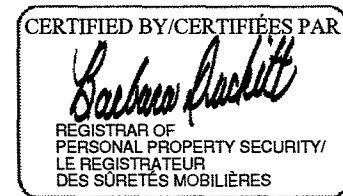
REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

75



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 75  
 ( 5804)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 757655829

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	002		20191115 1937 1531 0571	P PPSA	5

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR NAME

BUSINESS NAME

CLAIREVILLE PROPERTY HOLDINGS INC.

ONTARIO CORPORATION NO.

ADDRESS

130 CLAIREVILLE DRIVE

TORONTO

ON

M9W 5Y3

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

ADDRESS

3450 SUPERIOR COURT, UNIT 1

OAKVILLE

ON

L6L 0C4

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY OR

MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR VEHICLE

GENERAL

ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY,

COLLATERAL

WHEREVER SITUATED, CONSISTING OF LED LIGHTING, TOGETHER WITH ALL

DESCRIPTION

PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES

REGISTERING

D+H LIMITED PARTNERSHIP

AGENT

ADDRESS

SUITE 200, 4126 NORLAND AVENUE

BURNABY

BC

V5G 3S8

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

CONTINUED...

76

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 76  
 ( 5805)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 757655829

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	002		20191115 1937 1531 0571		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
 LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

MOTOR  
VEHICLE

GENERAL AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS,  
 COLLATERAL ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND  
 DESCRIPTION ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

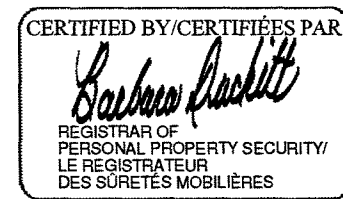
REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

77



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 77  
 ( 5806)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 757655838

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CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	002		20191115 1937 1531 0572	P PPSA	5

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME

BUSINESS NAME

CLAIREVILLE PROPERTY HOLDINGS INC.

ONTARIO CORPORATION NO.

04

ADDRESS

22 HUDDERSFIELD ROAD

TORONTO

ON M9W 5Z6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /  
 LIEN CLAIMANT

DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

09

ADDRESS

3450 SUPERIOR COURT, UNIT 1

OAKVILLE

ON L6L 0C4

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY,  
 WHEREVER SITUATED, CONSISTING OF LED LIGHTING, TOGETHER WITH ALL  
 PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES

16 REGISTERING

17 AGENT

D+H LIMITED PARTNERSHIP

ADDRESS

SUITE 200, 4126 NORLAND AVENUE

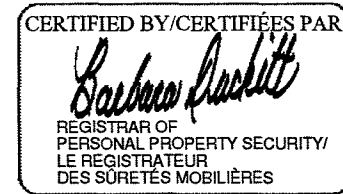
BURNABY

BC

V5G 3S8

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

CONTINUED... 78



(crj1fu 06/2019)



RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 78  
 ( 5807)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 757655838

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	02	002		20191115 1937 1531 0572		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE
10							

11 YEAR MAKE MODEL V.I.N.

12 MOTOR  
 VEHICLE

13 GENERAL AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS,  
 14 COLLATERAL ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND  
 15 DESCRIPTION ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

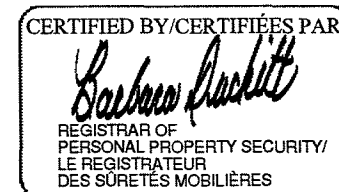
16 REGISTERING  
 AGENT

17 ADDRESS

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

CONTINUED...

79



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 79  
 ( 5808)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 757655847

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	002		20191115 1937 1531 0573	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

04 ADDRESS 160 CLAIREVILLE ROAD TORONTO ONTARIO CORPORATION NO. M9W 5Y3

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

09 LIEN CLAIMANT ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE
			X	X	X			X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY,  
 14 COLLATERAL WHEREVER SITUATED, CONSISTING OF LED LIGHTING, TOGETHER WITH ALL  
 15 DESCRIPTION PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES

16 REGISTERING D+H LIMITED PARTNERSHIP  
 AGENT

17 ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 80

CERTIFIED BY/CERTIFIÉES PAR

*Barbara Duckitt*

REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(c/11u 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 80  
 ( 5809)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 757655847

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	002		20191115 1937 1531 0573		

02

03

04

05

06

07

08

09

10

11

12

13

14

15

16

17

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR  
NAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR  
VEHICLEGENERAL  
COLLATERAL  
DESCRIPTION

AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS,  
 ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND  
 ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

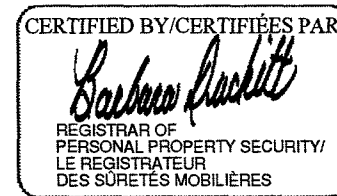
REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

81



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 81  
 ( 5810)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 757655856

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	002		20191115 1937 1531 0574	P PPSA	5

02 DEBTOR  
 03 NAME BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

04 ADDRESS 101 CLAIREVILLE DRIVE TORONTO ONTARIO CORPORATION NO. M9W 6K9

05 DEBTOR  
 06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /  
 LIEN CLAIMANT DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

09 ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED	
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR	MATURITY DATE
			X	X	X			X

11 MOTOR  
 12 VEHICLE YEAR MAKE MODEL V.I.N.

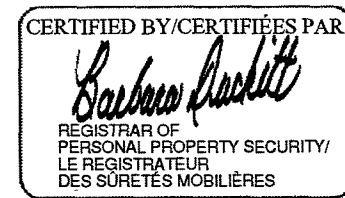
13 GENERAL  
 14 COLLATERAL  
 15 DESCRIPTION ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY,  
 WHEREVER SITUATED, CONSISTING OF LED LIGHTING, TOGETHER WITH ALL  
 PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES

16 REGISTERING  
 AGENT D+H LIMITED PARTNERSHIP

17 ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 82



(crjfu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 82  
 ( 5811)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 757655856

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	002		20191115 1937 1531 0574		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS,  
 COLLATERAL ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND  
 DESCRIPTION ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

REGISTERING AGENT

ADDRESS

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

CONTINUED...

83

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 83  
 ( 5812)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 757140795

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	002		20191031 1939 1531 5799	P PPSA	4

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

DEBTOR NAME BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

ADDRESS 26 HUDDERSFIELD ROAD TORONTO ONTARIO CORPORATION NO. M9W 5Z6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

DEBTOR NAME BUSINESS NAME

ADDRESS ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNT'S OTHER	INCLUDED	MATURITY OR	MATURITY DATE

YEAR	MAKE	MODEL	V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF LED LIGHTING RETROFIT, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS,

REGISTERING AGENT D+H LIMITED PARTNERSHIP

ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 84

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(c)ifu 08/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 84  
 ( 5813)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 757140795

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	002		20191031 1939 1531 5799		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR  
VEHICLE

GENERAL ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS,  
 COLLATERAL SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE  
 DESCRIPTION FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

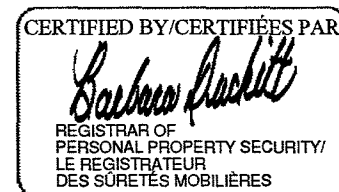
REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

85



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 85  
 ( 5814)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 757140804

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	002		20191031 1939 1531 5800	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

04 ADDRESS 354 HUMBERLINE DRIVE TORONTO ONTARIO CORPORATION NO. ON M9W 5S3

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.  
 LIEN CLAIMANT

09 ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR MATURITY DATE
	X	X	X				X

11 YEAR MAKE MODEL V.I.N.

12 MOTOR  
VEHICLE

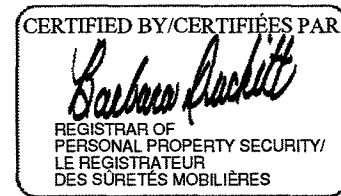
13 GENERAL ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY,  
 14 COLLATERAL WHEREVER SITUATED, CONSISTING OF LED LIGHTING EQUIPMENT, TOGETHER  
 15 DESCRIPTION WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS,

16 REGISTERING D+H LIMITED PARTNERSHIP  
 AGENT

17 ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 86



(crj1fu 06/2019)



RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 86  
 ( 5815)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 757140804

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	002		20191031 1939 1531 5800		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR  
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /  
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION  
CONSUMER

GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR  
VEHICLE

GENERAL ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS,  
 COLLATERAL SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE  
 DESCRIPTION FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

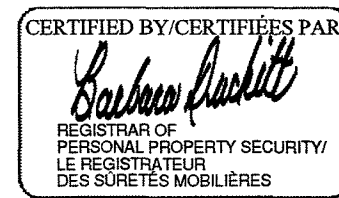
REGISTERING  
AGENT

ADDRESS

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

CONTINUED...

87



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 87  
 ( 5816)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 757084437

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	002		20191030 1935 1531 5203	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CLAIREVILLE PROPERTY HOLDINGS INC.

04 ADDRESS 350 HUMBERLINE DRIVE TORONTO ONTARIO CORPORATION NO. M9W 5S3

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

09 LIEN CLAIMANT ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR MATURITY DATE
	X	X	X				X

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY,  
 14 COLLATERAL WHEREVER SITUATED, CONSISTING OF LED LIGHTING RETROFIT, TOGETHER  
 15 DESCRIPTION WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS,

16 REGISTERING D+H LIMITED PARTNERSHIP

17 AGENT ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 88

CERTIFIED BY/CERTIFIÉES PAR

*Barbara Rackitt*

REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 88  
 ( 5817)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 757084437

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	02	002		20191030 1935 1531 5203		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /  
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE
10							

11 YEAR MAKE MODEL V.I.N.

12 MOTOR  
 VEHICLE

13 GENERAL ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS,  
 14 COLLATERAL SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE  
 15 DESCRIPTION FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

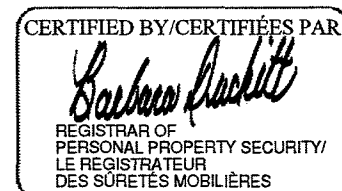
16 REGISTERING  
 AGENT

17 ADDRESS

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

CONTINUED...

89



(crj1fu 06/2019)

RUN NUMBER : 333  
 RUN DATE : 2021/11/29  
 ID : 20211129083341.57

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

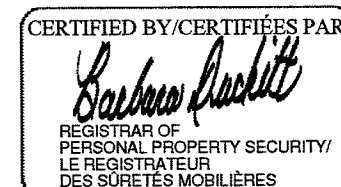
REPORT : PSSR060  
 PAGE : 89  
 ( 5818)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
 FILE CURRENCY : 28NOV 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
775358505	20210812 1229 1590 0413			
763783605	20200716 1702 1462 8148			
763783614	20200716 1702 1462 8149			
763714962	20200715 1003 1462 7314			
763714971	20200715 1003 1462 7315			
763714989	20200715 1003 1462 7316			
763715007	20200715 1003 1462 7318			
763729722	20200715 1402 1462 7444			
763729731	20200715 1402 1462 7445			
763668396	20200714 1124 1901 4369			
763669719	20200714 1146 1902 2708			
763012548	20200624 1406 1462 0103			
762337521	20200602 1706 1462 2595			
761671035	20200430 1338 1901 5811			
761671287	20200430 1342 1902 5004			
761671539	20200430 1351 1902 5006			
761633181	20200428 1406 1902 4709			
761527539	20200420 0930 1902 3619			
761527566	20200420 0930 1902 3621			
761383602	20200403 1624 1901 2482	20200420 1151 1901 4389		
761383944	20200403 1633 1902 1888			
761335308	20200331 1937 1531 0546			
761283774	20200327 1606 1901 1645	20200420 1152 1901 4390		
759539682	20200123 1447 1530 4027			
759539691	20200123 1447 1530 4028			
759539709	20200123 1447 1530 4029			
757690821	20191118 1450 1530 9302			
757655829	20191115 1937 1531 0571			
757655838	20191115 1937 1531 0572			
757655847	20191115 1937 1531 0573			

CONTINUED... 90



(crj5 06/2019)

RUN NUMBER : 333  
RUN DATE : 2021/11/29  
ID : 20211129083341.57

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

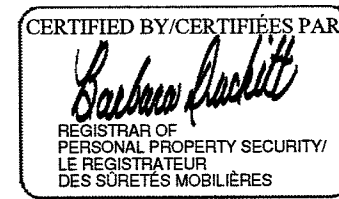
REPORT : PSSR060  
PAGE : 90  
( 5819)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : CLAIREVILLE PROPERTY HOLDINGS INC.  
FILE CURRENCY : 28NOV 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
757655856	20191115	1937	1531	0574
757140795	20191031	1939	1531	5799
757140804	20191031	1939	1531	5800
757084437	20191030	1935	1531	5203

36 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.







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

PROPERTY DESCRIPTION:PT LT 38 CON 4 FRONTING THE HUMBER, PT 8 64R2980 EXCEPT PTS 2, 3 & 1 EXPROP PLAN 11716. ETOBICOKE; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK 1665

PIN CREATION DATE:

1993/08/09

OWNERS' NAMES

KORNWOOD INVESTMENTS LIMITED

CAPACITY

SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<div><div>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1993/08/09 ON THIS PIN**</div><div>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1993/08/09**</div><div>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1993/07/13 **</div><div>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</div><div>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</div><div>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</div><div>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</div><div>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</div><div>** CONVENTION.</div><div>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</div><div>**DATE OF CONVERSION TO LAND TITLES: 1993/08/09 **</div></div>						
EB319687	1966/09/27	TRANSFER	\$2		KORNWOOD INVESTMENTS LIMITED	C
64R2980	1973/08/15	PLAN REFERENCE				C
EB432413	1974/04/23	NOTICE OF LEASE				C
EB499958	1978/09/15	AGREEMENT			BOROUGH OF ETOBICOKE	C
64R7329	1978/12/11	PLAN REFERENCE				C
E317117	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
E417103	2001/05/29	APL CH NAME INST		SLOUGH ESTATES (CANADA) LIMITED	SLOUGH ESTATES CANADA LIMITED	C
REMARKS: NOTICE OF LEASE EB432413						

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
E417707	2001/05/31	NOTICE OF SUBLEASE		*** COMPLETELY DELETED *** SLOUGH ESTATES CANADA LIMITED	KEYSTONE AUTOMOTIVE OPERATIONS OF CANADA INC. KEYSTONE AUTOMOTIVE OPERATIONS INC.	
		REMARKS: EB432413				
E467712	2001/10/19	NO ASSG LESSEE INT	\$19,844,000	SLOUGH ESTATES CANADA LIMITED	SREIT (REXDALE) LTD	C
		REMARKS: LEASE #EB432413				
E467713	2001/10/19	NO CHARGE LEASE		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	CIBC MORTGAGES INC.	
		REMARKS: CHARGE OF LEASE EB432413 CORRECTIONS: 'PARTY' CHANGED FROM 'CIBC MORTGAGES INC.' TO 'SREIT (REXDALE) LTD.' ON 2002/08/20 BY ZORICA GOJIC. 'PARTY' CHANGED FROM 'SLOUGH ESTATES (CANADA) LIMITED' TO 'CIBC MORTGAGES INC.' ON 2002/08/20 BY ZORICA GOJIC.				
E467714	2001/10/19	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	CIBC MORTGAGES INC.	
		REMARKS: RENTS, RE: CHARGE NO. E467713. DELETED AS AN EXPIRED INTERET PER BULLETIN 89004 MAY, 19, 2015. (E.EGAMINO)				
E467714ERR	2001/10/19	NO ASSG LESSOR INT		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	CIBC MORTGAGES INC.	
		REMARKS: E467713 ASSIGNMENT OF RENTS E467714 -ERROR ENTRY, CANCELLED BYZORICA GOJIC ON 2002/08/20				
E468443	2001/10/23	NOTICE OF SUBLEASE		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	DERRY FOODS LIMITED	
		REMARKS: EB432413 AND E467712				
E468444	2001/10/23	NOTICE OF SUBLEASE		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	LEADER FAN INDUSTRIES LIMITED	
		REMARKS: EB432413 AND E467712				
E468445	2001/10/23	NOTICE OF SUBLEASE		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	FORMET INSDUSTRIES, A DIVISION OF COSMA INTERNATIONAL INC.	
		REMARKS: EB432413 AND E467712				
E468446	2001/10/23	NOTICE OF SUBLEASE		SREIT (REXDALE) LTD.	AUTOTEK ELECTROPLATING INC.	C
E468447	2001/10/23	NOTICE OF SUBLEASE		SREIT (REXDALE) LTD.	OLYMPIC COATERS INC.	C
		REMARKS: EB432413 AND E467712				
E468448	2001/10/23	NOTICE OF SUBLEASE		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	HER MAJESTY THE QUEEN IN RIGHT OF CANADA REPRESENTED BY THE MINISTRY OF PUBLIC WORKS	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
E468449	2001/10/23	NOTICE OF SUBLEASE		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	TTSI TRANSPORT TERMINAL SERVICES INC.	
		REMARKS: EB432413 AND E467712				
E468450	2001/10/23	NOTICE OF SUBLEASE		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	RYDER TRUCK RENTAL CANADA LTD.	
		REMARKS: EB432413 AND E467712				
E474104	2001/11/06	NO ASSG LESSOR INT		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	CIBC MORTGAGES INC.	
		REMARKS: E468450, E468448, E468445, E468449, E467713, E468446, E468444, E468443, E468447 DELETED J ENGLAND 18/09/07 EXPIRED INTEREST RE AT32259				
AT21984	2002/10/24	NO CHARGE LEASE		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	BNY TRUST COMPANY OF CANADA	
		REMARKS: NOTICE OF CHARGE OF LEASE NO. EB432413 AND E467712				
AT32259	2002/11/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
		REMARKS: RE: E467713				
AT2142380	2009/08/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** BNY TRUST COMPANY OF CANADA		
		REMARKS: AT21984.				
AT3402986	2013/09/11	NOTICE OF SUBLEASE	\$2	SREIT (REXDALE) LTD	CLUB COFFEE L.P.	C
		REMARKS: EB432413.				
AT3926563	2015/06/26	APL (GENERAL)		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.		
		REMARKS: DELETE EB487478, E468443, E468444, E468445, E468448, E468449, E468450 & E417707				
AT3972176	2015/08/07	NO ASSG LESSEE INT	\$2,750,000	SREIT (REXDALE) LTD.	CLAIREVILLE PROPERTY HOLDINGS INC.	C
		REMARKS: EB432413. EB432413				
AT3972177	2015/08/07	NO CHARGE LEASE	\$10,000,000	CLAIREVILLE PROPERTY HOLDINGS INC.	SREIT (REXDALE) LTD.	C
		REMARKS: EB432413.				
AT4048425	2015/10/27	NO CHARGE LEASE		*** COMPLETELY DELETED *** CLAIREVILLE PROPERTY HOLDINGS INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	
		REMARKS: EB432413.				
AT4048448	2015/10/27	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: AT4048425		CLAIREVILLE PROPERTY HOLDINGS INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	
AT4048534	2015/10/27	NO ASSG LESSEE INT		*** COMPLETELY DELETED *** CLAIREVILLE PROPERTY HOLDINGS INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	
		REMARKS: EB432413. AT4048425				
AT4048577	2015/10/27	POSTPONEMENT		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	
		REMARKS: AT3972177 TO AT4048425				
AT5297522	2019/11/19	NO SEC INTEREST	\$240,751	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.		C
AT5655642	2021/02/19	NO SEC INTEREST	\$207,490	ADD CAPITAL CORP.		C
AT5775169	2021/06/23	CONSTRUCTION LIEN	\$260,515	TRADE ELECTRICAL CONTRACTORS INC.		C
AT5820100	2021/08/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** DUCA FINANCIAL SERVICES CREDIT UNION LTD.		
		REMARKS: AT4048425.				
AT5820101	2021/08/04	NO ASSG LESSEE INT	\$2	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CLAIREVILLE PROPERTY HOLDINGS INC.	C
		REMARKS: EB432413.				
AT5830491	2021/08/16	CERTIFICATE		TRADE ELECTRICAL CONTRACTORS INC.	AQUA GREENS INC. C/O URBAN FARMER CLAIREVILLE PROPERTY HOLDINGS INC.	C
		REMARKS: CERTIFICATE OF ACTION				
AT5845822	2021/08/31	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	KSV RESTRUCTURING INC.	C
AT5888582	2021/10/20	NO ASSGN RENT GEN		CLAIREVILLE PROPERTY HOLDINGS INC.	CANNECT MORTGAGE INVESTMENT CORPORATION	
		REMARKS: AT5845822.				

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PROPERTY DESCRIPTION:PT LT 38 CON 4 FRONTING THE HUMBER, PT 5 64R2980. ETOBICOKE; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE

LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK 1665

PIN CREATION DATE:

1993/08/09

OWNERS' NAMES

KORNWOOD INVESTMENTS LIMITED

CAPACITY

BENO

SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<div><div>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1993/08/09 ON THIS PIN**</div><div>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1993/08/09**</div><div>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1993/07/13 **</div><div>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</div><div>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</div><div>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</div><div>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</div><div>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</div><div>** CONVENTION.</div><div>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</div><div>**DATE OF CONVERSION TO LAND TITLES: 1993/08/09 **</div></div>						
EB319687	1966/09/27	TRANSFER	\$2		KORNWOOD INVESTMENTS LIMITED	C
64R2980	1973/08/15	PLAN REFERENCE				C
EB432135	1974/04/16	AGREEMENT			BOROUGH OF ETOBICOKE	C
EB432413	1974/04/23	NOTICE OF LEASE				C
EB487478	1977/12/02	NOTICE OF LEASE		*** COMPLETELY DELETED ***		
<div>REMARKS: SKETCH ATTACHED</div>						
EB497279	1978/07/25	AGREEMENT			BOROUGH OF ETOBICOKE	C
<div>REMARKS: SKETCH ATTACHED</div>						
EB499958	1978/09/15	AGREEMENT			BOROUGH OF ETOBICOKE	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
64R9552	1982/09/21	PLAN REFERENCE				C
TB123334	1983/09/23	NOTICE OF LEASE		*** COMPLETELY DELETED ***		
TB123335	1983/09/23	DEBENTURE		*** COMPLETELY DELETED ***	THE BANK OF NOVA SCOTIA	
TB123410	1983/09/26	CHARGE OF LEASE		*** COMPLETELY DELETED ***	THE BANK OF NOVA SCOTIA	
TB315351	1986/04/23	LEASE REMARKS: SKETCH ATTACHED				C
TB331744	1986/06/30	CHARGE REMARKS: SKETCH ATTACHED	\$300,000		FEDERAL BUSINESS DEVELOPMENT BANK	C
E317117	2000/03/27	NOTICE REMARKS: PEARSON AIRPORT ZONING REGULATION		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
E467712	2001/10/19	NO ASSG LESSEE INT REMARKS: LEASE #EB432413	\$19,844,000	SLOUGH ESTATES CANADA LIMITED	SREIT (REXDALE) LTD	C
E467713	2001/10/19	NO CHARGE LEASE REMARKS: CHARGE OF LEASE EB432413 CORRECTIONS: 'PARTY' CHANGED FROM 'CIBC MORTGAGES INC.' TO 'SREIT (REXDALE) LTD.' ON 2002/08/20 BY ZORICA GOJIC. 'PARTY' CHANGED FROM 'SLOUGH ESTATES (CANADA) LIMITED' TO 'CIBC MORTGAGES INC.' ON 2002/08/20 BY ZORICA GOJIC.		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	CIBC MORTGAGES INC.	
E467714	2001/10/19	NO ASSGN RENT GEN REMARKS: RENTS, RE: CHARGE NO. E467713.		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	CIBC MORTGAGES INC.	
E467714ERR	2001/10/19	NO ASSG LESSOR INT REMARKS: E467713 ASSIGNMENT OF RENTS E467714 -ERROR ENTRY, CANCELLED BYZORICA GOJIC ON 2002/08/20		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	CIBC MORTGAGES INC.	
E468443	2001/10/23	NOTICE OF SUBLEASE REMARKS: EB432413 AND E467712		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	DERRY FOODS LIMITED	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
E468444	2001/10/23	NOTICE OF SUBLEASE		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	LEADER FAN INDUSTRIES LIMITED	
		REMARKS: EB432413 AND E467712				
E468445	2001/10/23	NOTICE OF SUBLEASE		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	FORMET INSDUSTRIES, A DIVISION OF COSMA INTERNATIONAL INC.	
		REMARKS: EB432413 AND E467712				
E468446	2001/10/23	NOTICE OF SUBLEASE		SREIT (REXDALE) LTD.	AUTOTEK ELECTROPLATING INC.	C
E468447	2001/10/23	NOTICE OF SUBLEASE		SREIT (REXDALE) LTD.	OLYMPIC COATERS INC.	C
		REMARKS: EB432413 AND E467712				
E468448	2001/10/23	NOTICE OF SUBLEASE		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	HER MAJESTY THE QUEEN IN RIGHT OF CANADA REPRESENTED BY THE MINISTRY OF PUBLIC WORKS	
E468449	2001/10/23	NOTICE OF SUBLEASE		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	TTSI TRANSPORT TERMINAL SERVICES INC.	
		REMARKS: EB432413 AND E467712				
E468450	2001/10/23	NOTICE OF SUBLEASE		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	RYDER TRUCK RENTAL CANADA LTD.	
		REMARKS: EB432413 AND E467712				
E474104	2001/11/06	NO ASSG LESSOR INT		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	CIBC MORTGAGES INC.	
		REMARKS: E468450, E468448, E468445, E468449, E467713, E468446, E468444, E468443, E468447 DELETED J ENGLAND 18/09/07 EXPIRED INTEREST RE AT32259				
AT21984	2002/10/24	NO CHARGE LEASE		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	BNY TRUST COMPANY OF CANADA	
		REMARKS: NOTICE OF CHARGE OF LEASE NO. EB432413 AND E467712 DELETED UNDER AT2142380 ON JUNE 17/15 BY DWONG				
AT32259	2002/11/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
		REMARKS: RE: E467713				
AT2142380	2009/08/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** BNY TRUST COMPANY OF CANADA		
		REMARKS: AT21984. DELETED UNDER BULLETIN 89004 EXP.INT. ON JUNE 17/15 BY DWONG				
AT3402986	2013/09/11	NOTICE OF SUBLEASE	\$2	SREIT (REXDALE) LTD	CLUB COFFEE L.P.	C
		REMARKS: EB432413.				

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AT3499493	2014/01/16	NOTICE OF SUBLEASE		SREIT (REXDALE) LTD.	BRIGHTROOF II GP INC. METIS NATION OF ONTARIO - BRIGHTROOF SOLAR LP	C
		REMARKS: EB432413. CORRECTIONS: PARTY TO NAME:METIS NATION OF ONTARIO - BRIGHTROOF SOLAR LP ADDED ON 2014/01/22 BY LEE, IRENE.				
AT3574752	2014/05/06	NOTICE OF SUBLEASE		SREIT (REXDALE) LTD.	BRIGHTROOF II GP INC.	C
		REMARKS: EB432413.				
AT3870116	2015/04/30	NO CHARGE LEASE	\$80,000,000	BRIGHTROOF II GP INC. METIS NATION OF ONTARIO - BRIGHTROOF SOLAR LP	NATIONAL BANK OF CANADA	C
		REMARKS: AT3499493. DEBENTURE				
AT3871059	2015/04/30	NO CHARGE LEASE	\$80,000,000	BRIGHTROOF II GP INC. METIS NATION OF ONTARIO - BRIGHTROOF SOLAR LP	NATIONAL BANK OF CANADA	C
		REMARKS: AT3499493. DEBENTURE				
AT3871060	2015/04/30	NO CHARGE LEASE	\$80,000,000	BRIGHTROOF II GP INC. MÉTIS NATION OF ONTARIO - BRIGHTROOF SOLAR LP	NATIONAL BANK OF CANADA	C
		REMARKS: AT3574752. DEBENTURE				
AT3926563	2015/06/26	APL (GENERAL)		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.		
		REMARKS: DELETE EB487478, E468443, E468444, E468445, E468448, E468449, E468450 & E417707				
AT3951474	2015/07/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
		REMARKS: TB123335.				
AT3951475	2015/07/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
		REMARKS: TB123410.				
AT3951476	2015/07/20	APL (GENERAL)		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.		
		REMARKS: TO DELETE TB123334				
AT3972176	2015/08/07	NO ASSG LESSEE INT	\$2,750,000	SREIT (REXDALE) LTD.	CLAIREVILLE PROPERTY HOLDINGS INC.	C
		REMARKS: EB432413. EB432413				
AT3972177	2015/08/07	NO CHARGE LEASE	\$10,000,000	CLAIREVILLE PROPERTY HOLDINGS INC.	SREIT (REXDALE) LTD.	C
		REMARKS: EB432413.				

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AT4048425	2015/10/27	NO CHARGE LEASE		*** COMPLETELY DELETED *** CLAIREVILLE PROPERTY HOLDINGS INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	
REMARKS: EB432413.						
AT4048448	2015/10/27	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** CLAIREVILLE PROPERTY HOLDINGS INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	
REMARKS: AT4048425						
AT4048534	2015/10/27	NO ASSG LESSEE INT		*** COMPLETELY DELETED *** CLAIREVILLE PROPERTY HOLDINGS INC.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	
REMARKS: EB432413. AT4048425						
AT4048577	2015/10/27	POSTPONEMENT		*** COMPLETELY DELETED *** SREIT (REXDALE) LTD.	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	
REMARKS: AT3972177 TO AT4048425						
AT5297522	2019/11/19	NO SEC INTEREST	\$240,751	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.		C
AT5384006	2020/03/09	NO SEC INTEREST	\$62,215	BLUE CHIP LEASING CORPORATION		C
AT5384007	2020/03/09	NO SEC INTEREST	\$5,011	BLUE CHIP LEASING CORPORATION		C
AT5384008	2020/03/09	NO SEC INTEREST	\$16,086	BLUE CHIP LEASING CORPORATION		C
AT5384009	2020/03/09	NO SEC INTEREST	\$17,387	BLUE CHIP LEASING CORPORATION		C
AT5384010	2020/03/09	NO SEC INTEREST	\$41,764	BLUE CHIP LEASING CORPORATION		C
AT5384011	2020/03/09	NO SEC INTEREST	\$83,447	BLUE CHIP LEASING CORPORATION		C
AT5384012	2020/03/09	NO SEC INTEREST	\$14,038	BLUE CHIP LEASING CORPORATION		C
AT5655638	2021/02/19	NO SEC INTEREST	\$19,647	ADD CAPITAL CORP.		C
AT5655639	2021/02/19	NO SEC INTEREST	\$70,302	ADD CAPITAL CORP.		C
AT5655640	2021/02/19	NO SEC INTEREST	\$15,863	ADD CAPITAL CORP.		C
AT5655641	2021/02/19	NO SEC INTEREST	\$94,295	ADD CAPITAL CORP.		C
AT5775169	2021/06/23	CONSTRUCTION LIEN	\$260,515	TRADE ELECTRICAL CONTRACTORS INC.		C
AT5820100	2021/08/04	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

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AT5820101	2021/08/04	NO ASSG LESSEE INT	\$2	DUCA FINANCIAL SERVICES CREDIT UNION LTD.	CLAIREVILLE PROPERTY HOLDINGS INC.	C
AT5830491	2021/08/16	CERTIFICATE		TRADE ELECTRICAL CONTRACTORS INC.	AQUA GREENS INC. C/O URBAN FARMER CLAIREVILLE PROPERTY HOLDINGS INC.	C
AT5845822	2021/08/31	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	KSV RESTRUCTURING INC.	C
AT5888582	2021/10/20	NO ASSGN RENT GEN		CLAIREVILLE PROPERTY HOLDINGS INC.	CANNECT MORTGAGE INVESTMENT CORPORATION	

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

This is Exhibit "G" referred to in the Affidavit of Marcus Tzaferis sworn by Marcus Tzaferis of the City of Toronto, in the Province of Ontario, before me at the City of Mississauga, in the Province of Ontario, on December 1, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

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

**Katelin Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubinoff LLP,  
Barristers and Solicitors.  
Expires April 23, 2023.**



Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Electronically issued : 01-Dec-2021  
Délivré par voie électronique  
Toronto

**B E T W E E N:**

(Court Seal)

**CANNECT MORTGAGE INVESTMENT CORPORATION**

**Applicant**

**and**

**CLAIREVILLE PROPERTY HOLDINGS INC.**

**Respondent**

**APPLICATION UNDER** Section 243(1) 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

**NOTICE OF APPLICATION**

**TO THE RESPONDENT**

**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 (*choose one of the following*)

- ☐ In writing
- ☐ In person
- ☐ By telephone conference
- ☒ By video conference

**at the following location:**

**330 University Avenue, Toronto, Ontario or video conference**

**on a date and time to be fixed or set by the Commercial List Office or registrar, before a judge presiding over the Commercial List.**

**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

- 2 -

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 December 1 , 2021 Issued by \_\_\_\_\_  
Local Registrar

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

**TO:** **Claireville Property Holdings Inc.**  
**c/o KSV Restructuring Inc.**  
150 King Street West, Suite 2308  
Toronto, ON M5H 1J9

**Noah Goldstein**  
Tel: (416) 932-6207  
Email: [ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)

Proposal Trustee of Claireville Property Holdings Inc.

**AND TO:** **WEISZ FELL KOUR LLP**  
200 Bay Street, Suite 2305  
P.O. Box 120  
Toronto, ON M5J 2J3

**Caitlin Fell**  
Tel: (416) 613-8282  
Email: [cfell@wfkllaw.ca](mailto:cfell@wfkllaw.ca)

Lawyers for Claireville Property Holdings Inc.

- 3 -

## APPLICATION

1. **THE APPLICANT**, Cannect Mortgage Investment Corporation (“Cannect”), makes an application for:

- (a) an Order abridging the time for service of this Notice of Application and the materials filed in support of the application, authorizing service via electronic mail and dispensing with further service thereof;
- (b) 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 Restructuring Inc. (“**KSV**”) as receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Claireville Property Holdings Inc. (the “**Debtor**”) including, but not limited to, the Debtor’s leasehold interest (the “**Leasehold Interest**”) in the premises or buildings municipally known as 18/20/22/24/26 Huddersfield Road, 350/354/358 Humberline Drive and 93/101/123/130/160 Claireville Drive, Toronto, Ontario (the “**Real Property**”), and more specifically described as: PIN 07368-0036 (LT): PT LT 38 CON 4 FRONTING THE HUMBER, PT 8 64R2980 EXCEPT PTS 2, 3 & 1 EXPROP PLAN 11716. ETOBICOKE; CITY OF TORONTO; and PIN 07368-0037 (LT): PT LT 38 CON 4 FRONTING THE HUMBER, PT 5 64R2980. ETOBICOKE; CITY OF TORONTO (collectively, the “**Property**”);

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- (c) staying all rights and remedies against the Debtor, the Receiver, or affecting the Property; and
- (d) such other relief as counsel may request and this Honourable Court may deem just.

2. **THE GROUNDS FOR THE APPLICATION ARE:**

***Background***

- (a) The Debtor's principal asset is its Leasehold Interest.
- (b) The Debtor is the registered owner of the Leasehold Interest.
- (c) The Leasehold Interest is subject to a 99-year ground lease with Kornwood Investments Ltd. dated September 1, 1973, which expires on August 31, 2073.

***Proposal Proceedings and DIP Loan***

- (d) The Debtor filed a notice of intention ("NOI") to make a proposal under the BIA on July 2, 2021.
- (e) At the commencement of the NOI proceedings, the Debtor's principal secured creditor was DUCA Financial Services Credit Union Ltd. ("DUCA"), which was owed approximately \$2.4 million. The Debtor also had accrued unpaid property tax arrears of approximately \$2 million. DUCA issued a demand letter together with a Notice of Intention to Enforce Security pursuant to section 244 of the BIA

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in June 2021. The Debtor filed its NOI prior to the expiry of the statutory 10-day notice period.

- (f) In July 2021, the Debtor obtained a commitment from Cannect to repay DUCA and bring the outstanding property taxes current by way of a DIP loan in the principal amount of \$4.5 million. The July 28 Order (defined below) approved, among other things, the DIP loan, which funding was advanced on July 30, 2021 and used to repay DUCA and the property tax arrears.
- (g) On July 28, 2021 (the “**July 28 Order**”), the Honourable Justice Pattillo granted various relief including the following:
  - (i) approving the debtor-in-possession financing from Cannect in the principal amount of \$4.5 million (the “**DIP Loan**”), the debtor-in-possession financing term sheet between Cannect and the Debtor dated July 23, 2021 (the “**DIP Term Sheet**”), the priority charges to secure the DIP Loan (the “**DIP Lender's Charge**”) and certain professional costs (the “**Administration Charge**”), and a payout of property tax arrears and DUCA;
  - (ii) extending the Proposal Trustee’s powers in respect of the Debtor, to the exclusion of all others Persons (as defined in the July 28 Order), including the Debtor itself;
  - (iii) approving a sale and investment solicitation process (“**SISP**”);



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- (iv) extending the time for the Proposal Trustee to file a proposal on the Debtor's behalf under the BIA to and including September 15, 2021; and
  - (v) approving the First Report of the Proposal Trustee dated July 26, 2021 and the conduct and activities of the Proposal Trustee described therein.
- (h) On September 15, 2021 (the "**September 15 Order**"), the Honourable Justice Cavanagh granted various relief including the following:
- (i) extending the time for the Proposal Trustee to file a proposal on the Debtor's behalf under the BIA up to and including October 30, 2021;
  - (ii) approving the Second Report of the Proposal Trustee dated September 7, 2021 (the "**Second Report**"), and the conduct and activities of the Proposal Trustee described therein; and
  - (iii) approving the fees and disbursements of the Proposal Trustee and its lawyer as set out in the Second Report.
- (i) On October 27, 2021 (the "**October 27 Order**"), the Honourable Justice Koehnen granted various relief including the following:
- (i) extending the time for the Proposal Trustee to file a proposal on the Debtor's behalf under the BIA up to and including December 14, 2021;

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- (ii) approving the Third Report of the Proposal Trustee dated October 20, 2021 (the “**Third Report**”), and the conduct and activities of the Proposal Trustee described therein; and
- (iii) approving the fees and disbursements of the Proposal Trustee and its lawyer as set out in the Third Report.
- (j) During the NOI period and as further detailed in the various court reports of the Proposal Trustee, the Proposal Trustee has advanced the SISP through its sales advisor, CB Richard Ellis Limited (“**CBRE**”). In accordance with the July 28 Order, the Proposal Trustee solicited listing proposals from five commercial realtors to act as listing agent for the Leasehold Interest in the Real Property. Following consultation with Cannect, the Proposal Trustee entered into a listing agreement for the Leasehold Interest on or about August 25, 2021 with CBRE. CBRE subsequently made marketing materials available and created a data room to share these materials with potential purchasers; and the Proposal Trustee, in consultation with CBRE, set down a timeline to receive offers.
- (k) On or about December 1, 2021, the Proposal Trustee has entered into or is about to enter into an agreement of purchase and sale regarding the Leasehold Interest in the Real Property with the successful purchaser. The Proposal Trustee has indicated that it is not possible to complete or close this sale transaction, if it closes, by January 1, 2022 or during the NOI period.

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- (l) The Proposal Trustee or Debtor is not seeking an extension of the NOI stay of proceedings, which expires on December 15, 2021.
- (m) The time referenced in section 50.4(9) of the BIA and the October 27 Order currently expires on December 15, 2021, and the Court is not authorized pursuant to section 50.4(9) of the BIA to extend the time referenced in such section beyond January 1, 2022.
- (n) The Debtor will be deemed to have made an assignment in bankruptcy pursuant to section 50.4(8) of the BIA on the expiry of the stay period on December 15, 2021.

***Appointing a Receiver***

- (o) On December 14, 2021 or December 15, 2021, the Debtor will be indebted to Cannect in the amount of \$4.5 million plus interest and costs under the DIP Term Sheet
- (p) The maturity or termination date (the “**Termination Date**”) of the DIP Loan under the DIP Term Sheet is generally the earliest of the following: (a) on or about January 30, 2022; (b) the date the NOI stay of proceedings expires without being extended (i.e., December 15, 2021) or the date the NOI proceedings are terminated (i.e., December 14, 2021, if these proposal proceedings are terminated on that date) or the Debtor becomes bankrupt; and (c) an Event of Default.
- (q) The expiry of the NOI stay of proceedings, the termination of the BIA proposal proceedings or bankruptcy regarding the Debtor also constitute an Event of

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Default under the DIP Term Sheet. Also, any action (or inaction) of the Debtor which would, in the sole determination of Cannect, have a material adverse effect on the Debtor or the collateral (i.e., Leasehold Interest) constitutes an event of default under the DIP Term Sheet. In Cannect's sole determination, the intended failure of the Debtor to file a proposal during the NOI period and the resulting deemed bankruptcy will have a material adverse effect on the Debtor's collateral.

- (r) Upon the Termination Date (i.e., December 14 or 15, 2021) or the occurrence of an Event of Default under the DIP Term Sheet, all of the indebtedness of the Debtor to Cannect, together with all interest and other amounts owing under the DIP Term Sheet, shall become immediately due and payable and Cannect is entitled to enforce its security.
- (s) Cannect holds the following security (collectively, the “**Security**”) regarding the DIP Loan: a court-ordered super-priority DIP Lender's Charge (ranking behind the Administration Charge); a general security agreement (“**GSA**”) dated August 16, 2021, granted by the Debtor to Cannect; and an indenture regarding the assignment of rents (“**Assignment of Rents**”) dated August 17, 2021, granted by the Debtor to Cannect.
- (t) The GSA was perfected by registering under the *Personal Property Security Act* on or about August 12, 2021 and the Notice of Assignment of Rents was registered on title of the Real Property on or about October 20, 2021. Under the GSA and DIP Lender's Charge or July 28 Order, on default, Cannect may, among

- 10 -

other things, apply to this Court for the appointment of a receiver against the Debtor.

- (u) Under the DIP Term Sheet and July 28 Order, before Cannect can enforce its Security, including applying to this Court for the appointment of a receiver, it must provide five (5) days' notice to the Debtor and the Proposal Trustee. The Debtor and the Proposal Trustee, or their counsel, are included on the Service List in this application or motion and will be provided approximately seven (7) days' notice of this application or motion for the appointment of a receiver.

***Necessity for the Appointment of a Receiver***

- (v) Cannect's need for the appointment of a receiver is apparent based on the current circumstances, including the following:
  - (i) The need for a quick transition from NOI proceedings to receivership proceedings in order to complete the above sale transaction and if it does not close, any future sale transaction;
  - (ii) Cannect is under a tight deadline;
  - (iii) Debtor's NOI stay expires at 12:01 AM on December 15, 2021, and there is no intention of extending it, especially given that an extension would only take the stay period to January 1, 2022, the outside date of the NOI proceedings;

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- (iv) This is not a restructuring, no longer debtor-driven and the Debtor's bankruptcy is imminent;
  - (v) In terms of timing or sequence of proceedings, Cannect does not want an intervening bankruptcy or deemed bankruptcy before the receivership;
  - (vi) as noted above, the Proposal Trustee has entered into or is about to enter into an agreement of purchase and sale with a potential purchaser of the Leasehold Interest but needs more time beyond the NOI period to possibly close the transaction, if it closes. This potential sale, and any other possible sale if this one does not close, can be completed by a court-appointed receiver or in receivership proceedings;
  - (vii) the Debtor is or will be in default of its obligations to Cannect;
  - (viii) to preserve, protect and ultimately realize on the collateral or Leasehold Interest subject to the Security;
  - (ix) the Security provides for the court-appointment of a receiver; and
  - (x) it is just and convenient to appoint a receiver.
- (w) KSV has consented to act as Receiver in this matter.
- (x) The Order sought by Cannect provides for the retention of independent counsel by the Receiver to address any issue or matter where there may be an actual or perceived conflict with Cannect, including any and all potential priority disputes.

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In all other situations, the draft Order provides authorization for the Receiver to use Cannect's counsel as a matter of cost efficiency.

- (y) Rules 2.03, 3.02, 14.05(2), 16, 41 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg 194, Section 243(1) of the BIA and Section 101 of the CJA
- (z) Such further and other grounds as the lawyers may advise and this Court may deem just.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of this application or motion:

- (a) the Affidavit of Marcus Tzaferis, to be sworn;
- (b) the consent of KSV Restructuring Inc. to act as Receiver; and
- (c) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

December 1 , 2021

**FOGLER, RUBINOFF LLP**

Lawyers  
77 King Street West  
Suite 3000, P.O. Box 95  
TD Centre North Tower  
Toronto, ON M5K 1G8

**Vern W. DaRe (LSO# 32591E)**

vdare@foglery.com  
Tel: 416.941.8842  
Fax: 416.941.8852

Lawyers for the Applicant,  
Cannect Mortgage Investment Corporation

APPLICATION UNDER Section 243(1) 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

CANNECT MORTGAGE INVESTMENT CORPORATION  
Applicant

-and- CLAIREVILLE PROPERTY HOLDINGS INC.  
Respondent

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**NOTICE OF APPLICATION**

**FOGLER, RUBINOFF LLP**

Lawyers  
77 King Street West  
Suite 3000, P.O. Box 95  
TD Centre North Tower  
Toronto, ON M5K 1G8

**Vern W. DaRe (LSO# 32591E)**

vdare@foglers.com

Tel: 416.941.8842

Fax: 416.941.8852

Lawyers for the Applicant,  
Cannect Mortgage Investment Corporation



This is Exhibit “H” referred to in the Affidavit of Marcus Tzaferis sworn by Marcus Tzaferis of the City of Toronto, in the Province of Ontario, before me at the City of Mississauga, in the Province of Ontario, on December 1, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

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

**Katelin Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubinoff LLP,  
Barristers and Solicitors.  
Expires April 23, 2023.**

Court File No.

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

B E T W E E N:

CANNECT MORTGAGE INVESTMENT CORPORATION

Applicant

and

CLAIREVILLE PROPERTY HOLDINGS INC.

Respondent


APPLICATION UNDER Section 243(1) 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

**CONSENT**

KSV Restructuring Inc. hereby consents to act as Receiver in the above-noted matter.

DATED AT Toronto, this 30<sup>th</sup> day of November, 2021.

**KSV RESTRUCTURING INC.**



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

Name: Noah Goldstein

Title: Managing Director

APPLICATION UNDER Section 243(1) 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

CANNECT MORTGAGE INVESTMENT CORPORATION  
Applicant

-and- CLAIREVILLE PROPERTY HOLDINGS INC.  
Respondent

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**CONSENT**

**FOGLER, RUBINOFF LLP**

Lawyers

77 King Street West

Suite 3000, P.O. Box 95

TD Centre North Tower

Toronto, ON M5K 1G8

**Vern W. DaRe (LSO# 32591E)**

vdare@foglers.com

Tel: 416.941.8842

Fax: 416.941.8852

Lawyers for the Applicant,  
Cannect Mortgage Investment Corporation

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF CLAIREVILLE PROPERTY HOLDINGS INC.  
A CORPORATION INCORPORATED UNDER THE ONTARIO BUSINESS  
CORPORATIONS ACT**

Estate/Court File No. 31-2749576

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
[IN BANKRUPTCY AND INSOLVENCY]  
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT  
TORONTO

**AFFIDAVIT OF MARCUS TZAFERIS  
(Sworn December 1, 2021)**

**FOGLER, RUBINOFF LLP**

Lawyers  
77 King Street West  
Suite 3000, P.O. Box 95  
TD Centre North Tower  
Toronto, ON M5K 1G8

**Vern W. DaRe (LSO: 32591E)**

Tel: 416.941.8842  
Fax: 416.941.8852  
Email: [vdare@foglers.com](mailto:vdare@foglers.com)

Lawyers for the DIP Lender,  
Cannect Mortgage Investment Corporation

# TAB 3

Estate/Court File No. 31-2749576

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
[IN BANKRUPTCY AND INSOLVENCY]  
(COMMERCIAL LIST)**


THE HONOURABLE	)	TUESDAY, THE 14 <sup>TH</sup>
	)	
JUSTICE PATTILLO	)	DAY OF DECEMBER, 2021

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
CLAIREVILLE PROPERTY HOLDINGS INC.  
A CORPORATION INCORPORATED UNDER  
THE ONTARIO *BUSINESS CORPORATIONS ACT***

**ORDER**

**THIS MOTION**, made by Cannect Mortgage Investment Corporation (“**Cannect**”), as the DIP lender in this proposal proceeding of Claireville Property Holdings Inc. (the “**Debtor**”), in which KSV Restructuring Inc. (“**KSV**”) is the proposal trustee of the Debtor (the “**Proposal Trustee**”), under the *Bankruptcy and Insolvency Act* R.S.C. 1985 c.B-3 (“**BIA**”) to, among other things, (i) terminate the period for making a proposal by the Debtor or Proposal Trustee in this BIA proposal proceeding (the “**Proposal Proceeding**”) and obtain ancillary relief in respect of same; (ii) lift the stay of proceedings with respect to Cannect in the Proposal Proceeding; (iii) permit the commencement of a receivership proceeding by Cannect against the Debtor *nunc pro tunc* by the issuance of the notice of application on the Commercial List (the “**Receivership Proceeding**”); and (iv) allow for the use of, reference to, and reliance upon the Affidavit of Marcus Tzaferis, and the Factum, filed in this motion, for the Receivership Proceeding, was heard on this day by videoconference due to the COVID-19 crisis.

- 2 -

**ON READING** the Motion Record, Factum and Brief of Authorities of Cannect and the Fourth Report of the Proposal Trustee dated December , 2021 (the “**Fourth Report**”), and on hearing the submissions of counsel for Cannect, the Proposal Trustee, and any other person listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Michelle Pham, filed;

### **SERVICE**

1. **THIS COURT ORDERS** that the service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

### **TERMINATION OF TIME TO FILE A PROPOSAL AND ANCILLARY RELIEF**

2. **THIS COURT ORDERS** that pursuant to section 50.4 (11) of the BIA, the period for the Debtor or the Proposal Trustee, on behalf of the Debtor, to file a proposal to creditors in the Proposal Proceeding be and is hereby terminated.

3. **THIS COURT ORDERS** that the Fourth Report be and is hereby approved and the conduct and activities of the Proposal Trustee described therein be and are hereby approved.

4. **THIS COURT ORDERS** that Confidential Appendix “1” to the Fourth Report be and is hereby sealed until closing of the Transaction (as defined in the Fourth Report) or further Order of this Court.

5. **THIS COURT ORDERS** that, subject to paragraph 7 of this Order, KSV be and is hereby discharged and relieved from any further obligations, liabilities, responsibilities or duties in its

- 3 -

capacity as Proposal Trustee, including, without limitation, as described in the Order of The Honourable Mr. Justice Pattillo made on July 28, 2021, provided however, that notwithstanding its discharge herein, the Proposal Trustee shall remain the Proposal Trustee for the performance of such incidental duties as may be required to complete the administration of the Proposal Proceeding including payment of any outstanding and reasonable fees and disbursements of Cannect's counsel incurred in the Proposal Proceeding.

6. **THIS COURT ORDERS** that, in addition to the protections in favour of the Proposal Trustee as set out in: (i) the BIA; (ii) any Order of this Court in the Proposal Proceeding; and (iii) any reasons provided by this Court in the Proposal Proceeding, the Proposal Trustee shall not be liable for any act or omission on the part of the Debtor, save and except for any claim or liability arising out of any gross negligence or wilful misconduct on the part of the Proposal Trustee.

7. **THIS COURT ORDERS** that the Proposal Trustee and its counsel be and are at liberty to bring a motion in the Receivership Proceeding to seek approval of the fees and disbursements of the Proposal Trustee and its counsel that have been incurred in the Proposal Proceeding and not yet been approved by the Court.



**LIFT THE STAY OF PROCEEDINGS**

8. **THIS COURT ORDERS** that pursuant to section 69.4 of the BIA, the stay of proceedings in effect pursuant to section 69(1) of the BIA on the Debtor's filing of a notice of intention under section 50.4 of the BIA, is hereby lifted with respect to Cannect.

**RECEIVERSHIP PROCEEDING**

9. **THIS COURT ORDERS** that Cannect is hereby permitted and granted leave to commence the Receivership Proceeding against the Debtor *nunc pro tunc* by the issuance of the notice of application on the Commercial List, attached as **Schedule “A”** to this Order.

10. **THIS COURT ORDERS** that Cannect is hereby permitted to use, reference, and rely upon the Affidavit of Marcus Tzaferis sworn December 1, 2021, the Factum and Brief of Authorities, filed in this motion by Cannect, for the Receivership Proceeding, and Cannect shall file these materials in the Receivership Proceeding.

**GENERAL**

11. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of the date of this Order, and this Order is enforceable without the need for entry and filing.

---

(Signature of Judge)

- 5 -

**Schedule "A"**



Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Electronically issued : 01-Dec-2021  
Délivré par voie électronique : 01-Dec-2021  
Toronto

B E T W E E N:

(Court Seal)

CANNECT MORTGAGE INVESTMENT CORPORATION

Applicant

and

CLAIREVILLE PROPERTY HOLDINGS INC.

Respondent

APPLICATION UNDER Section 243(1) 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

**NOTICE OF APPLICATION**

TO THE RESPONDENT

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 (*choose one of the following*)

- ☐ In writing
- ☐ In person
- ☐ By telephone conference
- ☒ By video conference

at the following location:

330 University Avenue, Toronto, Ontario or video conference

on a date and time to be fixed or set by the Commercial List Office or registrar, before a judge presiding over the Commercial List.

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

- 2 -

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.

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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 December 1 , 2021 Issued by \_\_\_\_\_  
Local Registrar

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

**TO: Claireville Property Holdings Inc.**  
**c/o KSV Restructuring Inc.**  
150 King Street West, Suite 2308  
Toronto, ON M5H 1J9

**Noah Goldstein**  
Tel: (416) 932-6207  
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Proposal Trustee of Claireville Property Holdings Inc.

**AND TO: WEISZ FELL KOUR LLP**  
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Lawyers for Claireville Property Holdings Inc.

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## APPLICATION

1. **THE APPLICANT**, Cannect Mortgage Investment Corporation (“Cannect”), makes an application for:

- (a) an Order abridging the time for service of this Notice of Application and the materials filed in support of the application, authorizing service via electronic mail and dispensing with further service thereof;
- (b) 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 Restructuring Inc. (“**KSV**”) as receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Claireville Property Holdings Inc. (the “**Debtor**”) including, but not limited to, the Debtor’s leasehold interest (the “**Leasehold Interest**”) in the premises or buildings municipally known as 18/20/22/24/26 Huddersfield Road, 350/354/358 Humberline Drive and 93/101/123/130/160 Claireville Drive, Toronto, Ontario (the “**Real Property**”), and more specifically described as: PIN 07368-0036 (LT): PT LT 38 CON 4 FRONTING THE HUMBER, PT 8 64R2980 EXCEPT PTS 2, 3 & 1 EXPROP PLAN 11716. ETOBICOKE; CITY OF TORONTO; and PIN 07368-0037 (LT): PT LT 38 CON 4 FRONTING THE HUMBER, PT 5 64R2980. ETOBICOKE; CITY OF TORONTO (collectively, the “**Property**”);

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- (c) staying all rights and remedies against the Debtor, the Receiver, or affecting the Property; and
- (d) such other relief as counsel may request and this Honourable Court may deem just.

2. **THE GROUNDS FOR THE APPLICATION ARE:**

***Background***

- (a) The Debtor's principal asset is its Leasehold Interest.
- (b) The Debtor is the registered owner of the Leasehold Interest.
- (c) The Leasehold Interest is subject to a 99-year ground lease with Kornwood Investments Ltd. dated September 1, 1973, which expires on August 31, 2073.

***Proposal Proceedings and DIP Loan***

- (d) The Debtor filed a notice of intention ("NOI") to make a proposal under the BIA on July 2, 2021.
- (e) At the commencement of the NOI proceedings, the Debtor's principal secured creditor was DUCA Financial Services Credit Union Ltd. ("DUCA"), which was owed approximately \$2.4 million. The Debtor also had accrued unpaid property tax arrears of approximately \$2 million. DUCA issued a demand letter together with a Notice of Intention to Enforce Security pursuant to section 244 of the BIA

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in June 2021. The Debtor filed its NOI prior to the expiry of the statutory 10-day notice period.

- (f) In July 2021, the Debtor obtained a commitment from Cannect to repay DUCA and bring the outstanding property taxes current by way of a DIP loan in the principal amount of \$4.5 million. The July 28 Order (defined below) approved, among other things, the DIP loan, which funding was advanced on July 30, 2021 and used to repay DUCA and the property tax arrears.
- (g) On July 28, 2021 (the “**July 28 Order**”), the Honourable Justice Pattillo granted various relief including the following:
  - (i) approving the debtor-in-possession financing from Cannect in the principal amount of \$4.5 million (the “**DIP Loan**”), the debtor-in-possession financing term sheet between Cannect and the Debtor dated July 23, 2021 (the “**DIP Term Sheet**”), the priority charges to secure the DIP Loan (the “**DIP Lender's Charge**”) and certain professional costs (the “**Administration Charge**”), and a payout of property tax arrears and DUCA;
  - (ii) extending the Proposal Trustee’s powers in respect of the Debtor, to the exclusion of all others Persons (as defined in the July 28 Order), including the Debtor itself;
  - (iii) approving a sale and investment solicitation process (“**SISP**”);

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- (iv) extending the time for the Proposal Trustee to file a proposal on the Debtor's behalf under the BIA to and including September 15, 2021; and
  - (v) approving the First Report of the Proposal Trustee dated July 26, 2021 and the conduct and activities of the Proposal Trustee described therein.
- (h) On September 15, 2021 (the "**September 15 Order**"), the Honourable Justice Cavanagh granted various relief including the following:
- (i) extending the time for the Proposal Trustee to file a proposal on the Debtor's behalf under the BIA up to and including October 30, 2021;
  - (ii) approving the Second Report of the Proposal Trustee dated September 7, 2021 (the "**Second Report**"), and the conduct and activities of the Proposal Trustee described therein; and
  - (iii) approving the fees and disbursements of the Proposal Trustee and its lawyer as set out in the Second Report.
- (i) On October 27, 2021 (the "**October 27 Order**"), the Honourable Justice Koehnen granted various relief including the following:
- (i) extending the time for the Proposal Trustee to file a proposal on the Debtor's behalf under the BIA up to and including December 14, 2021;



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- (ii) approving the Third Report of the Proposal Trustee dated October 20, 2021 (the “**Third Report**”), and the conduct and activities of the Proposal Trustee described therein; and
- (iii) approving the fees and disbursements of the Proposal Trustee and its lawyer as set out in the Third Report.
- (j) During the NOI period and as further detailed in the various court reports of the Proposal Trustee, the Proposal Trustee has advanced the SISP through its sales advisor, CB Richard Ellis Limited (“**CBRE**”). In accordance with the July 28 Order, the Proposal Trustee solicited listing proposals from five commercial realtors to act as listing agent for the Leasehold Interest in the Real Property. Following consultation with Cannect, the Proposal Trustee entered into a listing agreement for the Leasehold Interest on or about August 25, 2021 with CBRE. CBRE subsequently made marketing materials available and created a data room to share these materials with potential purchasers; and the Proposal Trustee, in consultation with CBRE, set down a timeline to receive offers.
- (k) On or about December 1, 2021, the Proposal Trustee has entered into or is about to enter into an agreement of purchase and sale regarding the Leasehold Interest in the Real Property with the successful purchaser. The Proposal Trustee has indicated that it is not possible to complete or close this sale transaction, if it closes, by January 1, 2022 or during the NOI period.

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- (l) The Proposal Trustee or Debtor is not seeking an extension of the NOI stay of proceedings, which expires on December 15, 2021.
- (m) The time referenced in section 50.4(9) of the BIA and the October 27 Order currently expires on December 15, 2021, and the Court is not authorized pursuant to section 50.4(9) of the BIA to extend the time referenced in such section beyond January 1, 2022.
- (n) The Debtor will be deemed to have made an assignment in bankruptcy pursuant to section 50.4(8) of the BIA on the expiry of the stay period on December 15, 2021.

***Appointing a Receiver***

- (o) On December 14, 2021 or December 15, 2021, the Debtor will be indebted to Cannect in the amount of \$4.5 million plus interest and costs under the DIP Term Sheet
- (p) The maturity or termination date (the “**Termination Date**”) of the DIP Loan under the DIP Term Sheet is generally the earliest of the following: (a) on or about January 30, 2022; (b) the date the NOI stay of proceedings expires without being extended (i.e., December 15, 2021) or the date the NOI proceedings are terminated (i.e., December 14, 2021, if these proposal proceedings are terminated on that date) or the Debtor becomes bankrupt; and (c) an Event of Default.
- (q) The expiry of the NOI stay of proceedings, the termination of the BIA proposal proceedings or bankruptcy regarding the Debtor also constitute an Event of

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Default under the DIP Term Sheet. Also, any action (or inaction) of the Debtor which would, in the sole determination of Cannect, have a material adverse effect on the Debtor or the collateral (i.e., Leasehold Interest) constitutes an event of default under the DIP Term Sheet. In Cannect's sole determination, the intended failure of the Debtor to file a proposal during the NOI period and the resulting deemed bankruptcy will have a material adverse effect on the Debtor's collateral.

- (r) Upon the Termination Date (i.e., December 14 or 15, 2021) or the occurrence of an Event of Default under the DIP Term Sheet, all of the indebtedness of the Debtor to Cannect, together with all interest and other amounts owing under the DIP Term Sheet, shall become immediately due and payable and Cannect is entitled to enforce its security.
- (s) Cannect holds the following security (collectively, the “**Security**”) regarding the DIP Loan: a court-ordered super-priority DIP Lender's Charge (ranking behind the Administration Charge); a general security agreement (“**GSA**”) dated August 16, 2021, granted by the Debtor to Cannect; and an indenture regarding the assignment of rents (“**Assignment of Rents**”) dated August 17, 2021, granted by the Debtor to Cannect.
- (t) The GSA was perfected by registering under the *Personal Property Security Act* on or about August 12, 2021 and the Notice of Assignment of Rents was registered on title of the Real Property on or about October 20, 2021. Under the GSA and DIP Lender's Charge or July 28 Order, on default, Cannect may, among

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other things, apply to this Court for the appointment of a receiver against the Debtor.

- (u) Under the DIP Term Sheet and July 28 Order, before Cannect can enforce its Security, including applying to this Court for the appointment of a receiver, it must provide five (5) days' notice to the Debtor and the Proposal Trustee. The Debtor and the Proposal Trustee, or their counsel, are included on the Service List in this application or motion and will be provided approximately seven (7) days' notice of this application or motion for the appointment of a receiver.

***Necessity for the Appointment of a Receiver***

- (v) Cannect's need for the appointment of a receiver is apparent based on the current circumstances, including the following:
  - (i) The need for a quick transition from NOI proceedings to receivership proceedings in order to complete the above sale transaction and if it does not close, any future sale transaction;
  - (ii) Cannect is under a tight deadline;
  - (iii) Debtor's NOI stay expires at 12:01 AM on December 15, 2021, and there is no intention of extending it, especially given that an extension would only take the stay period to January 1, 2022, the outside date of the NOI proceedings;

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- (iv) This is not a restructuring, no longer debtor-driven and the Debtor's bankruptcy is imminent;
  - (v) In terms of timing or sequence of proceedings, Cannect does not want an intervening bankruptcy or deemed bankruptcy before the receivership;
  - (vi) as noted above, the Proposal Trustee has entered into or is about to enter into an agreement of purchase and sale with a potential purchaser of the Leasehold Interest but needs more time beyond the NOI period to possibly close the transaction, if it closes. This potential sale, and any other possible sale if this one does not close, can be completed by a court-appointed receiver or in receivership proceedings;
  - (vii) the Debtor is or will be in default of its obligations to Cannect;
  - (viii) to preserve, protect and ultimately realize on the collateral or Leasehold Interest subject to the Security;
  - (ix) the Security provides for the court-appointment of a receiver; and
  - (x) it is just and convenient to appoint a receiver.
- (w) KSV has consented to act as Receiver in this matter.
- (x) The Order sought by Cannect provides for the retention of independent counsel by the Receiver to address any issue or matter where there may be an actual or perceived conflict with Cannect, including any and all potential priority disputes.

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In all other situations, the draft Order provides authorization for the Receiver to use Cannect's counsel as a matter of cost efficiency.

- (y) Rules 2.03, 3.02, 14.05(2), 16, 41 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg 194, Section 243(1) of the BIA and Section 101 of the CJA
- (z) Such further and other grounds as the lawyers may advise and this Court may deem just.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of this application or motion:

- (a) the Affidavit of Marcus Tzaferis, to be sworn;
- (b) the consent of KSV Restructuring Inc. to act as Receiver; and
- (c) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

December 1 , 2021

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Cannect Mortgage Investment Corporation

APPLICATION UNDER Section 243(1) 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

CANNECT MORTGAGE INVESTMENT CORPORATION  
Applicant

-and- CLAIREVILLE PROPERTY HOLDINGS INC.  
Respondent

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**NOTICE OF APPLICATION**

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**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF CLAIREVILLE PROPERTY HOLDINGS INC.  
A CORPORATION INCORPORATED UNDER THE ONTARIO BUSINESS  
CORPORATIONS ACT**

Estate/Court File No. 31-2749576

***ONTARIO*  
SUPERIOR COURT OF JUSTICE  
[IN BANKRUPTCY AND INSOLVENCY]  
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT  
TORONTO

**ORDER**

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Lawyers for the DIP Lender,  
Cannect Mortgage Investment Corporation



# TAB 4

Court File No. CV-21-00672999-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE	)	TUESDAY, THE 14 <sup>TH</sup>
	)	
JUSTICE PATTILLO	)	DAY OF DECEMBER, 2021

B E T W E E N:

CANNECT MORTGAGE INVESTMENT CORPORATION

Applicant

and

CLAIREVILLE PROPERTY HOLDINGS INC.

Respondent

**ORDER  
(Appointing Receiver)**

**THIS APPLICATION** made by Cannect Mortgage Investment Corporation (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 Restructuring Inc. (“**KSV**”) as receiver and manager (in such capacities, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Claireville Property Holdings Inc. (the “**Debtor**”), was heard this day via videoconference in light of the COVID-19 pandemic.

**ON READING** the Affidavit of Marcus Tzaferis sworn December 1, 2021 and the Exhibits thereto and the Fourth Report of KSV in its capacity as Proposal Trustee of the Debtor and the

Appendices thereto, and on hearing the submissions of counsel for the Applicant, and such other parties listed on the counsel slip, no one else appearing although duly served as appears from the Affidavit of Service of Michelle Pham sworn December 7, 2021, and on reading the consent of KSV to act as the Receiver,

### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application or Motion Record herein is hereby abridged and validated such that this Application or Motion is properly returnable today, hereby dispenses with further service thereof, and authorizes substitute service via electronic mail.

### **APPOINTMENT**

2. **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 the business carried on by the Debtor, and all proceeds thereof (the “**Property**”). Without limiting the generality of the foregoing, “Property” shall include the Debtor’s leasehold interest (the “**Leasehold Interest**”) in the premises or buildings municipally known as 18/20/22/24/26 Huddersfield Road, 350/354/358 Humberline Drive and 93/101/123/130/160 Claireville Drive, Toronto, Ontario and more specifically described in Schedule “A” hereto (the “**Real 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, 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 retaining a listing broker to market the Leasehold Interest for sale, 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, including, without limitation, to continue the sale and investment solicitation process in respect of the Property that was previously approved by the Court on July 28, 2021;
- (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 \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; 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;

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 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, including the Real 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**

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their 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 Property or 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.

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 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.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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**

9. **THIS COURT ORDERS** that 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**

10. **THIS COURT ORDERS** that 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**

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**

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**

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**

14. **THIS COURT ORDERS** that 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**

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**

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**

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**

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, and subject to and subordinate in priority to the BIA Charges (as defined below).

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass their 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.

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**

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 \$100,000 (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, the BIA Charges (as defined below) and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

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.

#### **BIA ORDER CHARGES**

25. **THIS COURT ORDERS** that the Administration Charge and the DIP Lender's Charge, each as defined and granted under the BIA by the Order dated July 28, 2021, of the Ontario Superior Court of Justice (Commercial List) (In Bankruptcy and Insolvency) in *In the Matter of the Notice of Intention to Make a Proposal of Claireville Property Holdings Inc. A Corporation Incorporated under the Ontario Business Corporations Act*, Court File No. 31-2749576 (collectively, the "**BIA Charges**"), shall continue to be in force and effect until the amounts or liabilities secured under the BIA Charges are fully paid.

**SERVICE AND NOTICE**

26. **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/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the "**Rules**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules 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: <https://www.ksvadvisory.com/experience/case/claireville-property-holdings-inc.>

27. **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 email, 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**

28. **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.

29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

30. **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.

31. **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.

32. **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.

33. **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.

34. **THIS COURT ORDERS** that the Receiver, its counsel and counsel for the Applicant may serve or distribute this Order, or any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the creditors or any other stakeholders or other interested parties of the Debtor and their advisors (if any). For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

35. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of the date of this Order, and this Order is enforceable without the need for entry and filing.

#### **REGISTRATION ON TITLE**

36. **THIS COURT ORDERS AND DIRECTS** that, as soon as practicable, the Land Registry Office for the Land Titles Division of Metro Toronto (No. 80) accept this Order for registration on title to the Real Property described in Schedule "A" hereto.

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**SCHEDULE “A”****Description of Real Property****PIN 07368-0036 (LT)**

PT LT 38 CON 4 FRONTING THE HUMBER, PT 8 64R2980 EXCEPT PTS 2, 3 & 1 EXPROP  
PLAN 11716. ETOBICOKE; CITY OF TORONTO

**PIN 07368-0037 (LT)**

PT LT 38 CON 4 FRONTING THE HUMBER, PT 5 64R2980. ETOBICOKE; CITY OF  
TORONTO

and municipally known as 18/20/22/24/26 Huddersfield Road, 350/354/358 Humberline Drive and  
93/101/123/130/160 Claireville Drive, Toronto, Ontario.

**SCHEDULE “B”**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO.

AMOUNT \$

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver (the “**Receiver**”) of the assets, undertakings and properties of Claireville Property Holdings Inc. (the “**Debtor**”), including, but not limited to, the Debtor’s leasehold interest (the “**Leasehold Interest**”) in the premises or buildings municipally known as 18/20/22/24/26 Huddersfield Road, 350/354/358 Humberline Drive and 93/101/123/130/160 Claireville Drive, Toronto, Ontario (the “**Real Property**”) acquired for, or used in relation to a business carried on by the Debtor (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the 14<sup>th</sup> day of December, 2021 (the “**Order**”) made in an application having Court File No. CV-21- -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.

1. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

2. 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.

3. 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.

4. 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 December, 2021.

KSV Restructuring Inc., solely in its capacity as  
Receiver of the Property, and not in its personal  
capacity

Per:

\_\_\_\_\_  
Name:

Title:

CANNECT MORTGAGE INVESTMENT CORPORATION  
Applicant

-and- CLAIREVILLE PROPERTY HOLDINGS INC.  
Respondent

Court File No. CV-21-00672999-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**ORDER  
(APPOINTING RECEIVER)**

**FOGLER, RUBINOFF LLP**

Lawyers

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Suite 3000, P.O. Box 95

TD Centre North Tower

Toronto, ON M5K 1G8

**Vern W. DaRe (LSO# 32591E)**

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Tel: 416.941.8842

Fax: 416.941.8852

Lawyers for the Applicant,  
Cannect Mortgage Investment Corporation

# TAB 5

Revised: January 21, 2014

~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~ Court File No.  
~~CV-21-00672999-00CL~~

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE \_\_\_\_\_  
 JUSTICE \_\_\_\_\_

) ~~WEEKDAY~~ TUESDAY, THE #  
 ) ~~DAY OF MONTH, 20YR~~ 14<sup>TH</sup>  
 )

JUSTICE PATTILLO

)  
 ) DAY OF DECEMBER, 2021  
 )

**~~PLAINTIFF~~<sup>1</sup>**

~~Plaintiff~~

-

B E T W E E N:

CANNECT MORTGAGE INVESTMENT CORPORATION

Applicant

and-

CLAIREVILLE PROPERTY HOLDINGS INC.

Respondent

**~~DEFENDANT~~**

~~Defendant~~

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<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.~~



**ORDER**  
**(~~appointing~~Appointing Receiver)**

THIS ~~MOTION~~APPLICATION made by ~~the Plaintiff~~<sup>2</sup>Canect Mortgage Investment Corporation (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 ~~[RECEIVER'S NAME]~~KSV Restructuring Inc. (“KSV”) as receiver and manager (in such capacities, the “Receiver”), without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~Claireville Property Holdings Inc. (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~~via videoconference in light of the COVID-19 pandemic.

ON READING the ~~affidavit~~Affidavit of ~~[NAME]~~Marcus Tzaferis sworn ~~[DATE]~~December 1, 2021 and the Exhibits thereto and the Fourth Report of KSV in its capacity as Proposal Trustee of the Debtor and the Appendices thereto, and on hearing the submissions of counsel for ~~[NAMES]~~the Applicant, and such other parties listed on the counsel slip, no one else appearing ~~for [NAME]~~ although duly served as appears from the ~~affidavit~~Affidavit of ~~service~~Service of ~~[NAME]~~Michelle Pham sworn ~~[DATE]~~December 7, 2021, and on reading the consent of ~~[RECEIVER'S NAME]~~KSV to act as the Receiver,

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<sup>2</sup> ~~Section 243(1) of the BIA provides that the Court may appoint a receiver “on application by a secured creditor”.~~

## SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the Application or Motion Record herein is hereby abridged and validated<sup>3</sup>~~so~~ such that this ~~motion~~Application or Motion is properly returnable today~~and~~, hereby dispenses with further service thereof, and authorizes substitute service via electronic mail.

## APPOINTMENT

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 ~~at~~the business carried on by the Debtor, ~~including~~and all proceeds thereof (the ~~"Property"~~). Without limiting the generality of the foregoing, "Property" shall include the Debtor's leasehold interest (the "Leasehold Interest") in the premises or buildings municipally known as 18/20/22/24/26 Huddersfield Road, 350/354/358 Humberline Drive and 93/101/123/130/160 Claireville Drive, Toronto, Ontario and more specifically described in Schedule "A" hereto (the "Real 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:

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<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.

- ~~44~~ -

- (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~~of~~ 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<sup>1</sup>'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.<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 retaining a listing broker to market the Leasehold Interest for sale, 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, including, without limitation, to continue the sale and investment solicitation process in respect of the Property that was previously approved by the Court on July 28, 2021;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

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<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.~~

- ~~6-6~~ -

~~(i)~~ (i) without the approval of this Court in respect of any transaction not exceeding \$ ~~100,000~~, provided that the aggregate consideration for all such transactions does not exceed \$ ~~250,000~~; and

~~(ii)~~ (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;

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 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, including the Real 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<sup>5</sup>;

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**

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of ~~its~~their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~their 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,

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<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.~~

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 Property or 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.

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 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<sup>17</sup> notice to such landlord and any such secured creditors.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a <sup>18</sup>**"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**

9. **THIS COURT ORDERS** that 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**

10. **THIS COURT ORDERS** that 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**

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**

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**

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**

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~~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**

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

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

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**

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, and subject to and subordinate in priority to the BIA Charges (as defined below).<sup>6</sup>

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass ~~its~~their 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.

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 ~~normal~~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.

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<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".

## FUNDING OF THE RECEIVERSHIP

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 \$~~\_\_\_\_\_~~100,000 (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, the BIA Charges (as defined below) and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the ~~Receiver’s~~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.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule ~~A~~B hereto (the ~~“Receiver’s Certificates”~~) for any amount borrowed by it pursuant to this Order.

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.

### **BIA ORDER CHARGES**

25. THIS COURT ORDERS that the Administration Charge and the DIP Lender's Charge, each as defined and granted under the BIA by the Order dated July 28, 2021, of the Ontario Superior Court of Justice (Commercial List) (In Bankruptcy and Insolvency) in *In the Matter of the Notice of Intention to Make a Proposal of Claireville Property Holdings Inc. A Corporation Incorporated under the Ontario Business Corporations Act*, Court File No. 31-2749576 (collectively, the "**BIA Charges**"), shall continue to be in force and effect until the amounts or liabilities secured under the BIA Charges are fully paid.

### **SERVICE AND NOTICE**

26. ~~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/>~~<http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (the "Rules") 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:  
~~'<@>'~~ <https://www.ksvadvisory.com/experience/case/claireville-property-holdings-inc>.

27. ~~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~~[email](#), 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**

28. ~~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. 2

29. ~~28.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

30. ~~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.

31.    ~~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.

32.    ~~31.~~ **THIS COURT ORDERS** that the ~~Plaintiff~~Applicant 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 ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff~~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.

33.    ~~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' <sup>1</sup> 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.

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34.    **THIS COURT ORDERS** that the Receiver, its counsel and counsel for the Applicant may serve or distribute this Order, or any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the creditors or any other stakeholders or other interested parties

of the Debtor and their advisors (if any). For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

35. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of the date of this Order, and this Order is enforceable without the need for entry and filing.

#### **REGISTRATION ON TITLE**

36. **THIS COURT ORDERS AND DIRECTS** that, as soon as practicable, the Land Registry Office for the Land Titles Division of Metro Toronto (No. 80) accept this Order for registration on title to the Real Property described in Schedule “A” hereto.

**SCHEDULE "A"**

**Description of Real Property**

**PIN 07368-0036 (LT)**

PT LT 38 CON 4 FRONTING THE HUMBER, PT 8 64R2980 EXCEPT PTS 2, 3 & 1 EXPROP  
PLAN 11716, ETOBICOKE; CITY OF TORONTO

**PIN 07368-0037 (LT)**

PT LT 38 CON 4 FRONTING THE HUMBER, PT 5 64R2980, ETOBICOKE; CITY OF  
TORONTO

and municipally known as 18/20/22/24/26 Huddersfield Road, 350/354/358 Humberline Drive  
and 93/101/123/130/160 Claireville Drive, Toronto, Ontario.

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$\_\_\_\_\_

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ KSV Restructuring Inc., the receiver (the "Receiver") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ of Claireville Property Holdings Inc. (the "Debtor"), including, but not limited to, the Debtor's leasehold interest (the "Leasehold Interest") in the premises or buildings municipally known as 18/20/22/24/26 Huddersfield Road, 350/354/358 Humberline Drive and 93/101/123/130/160 Claireville Drive, Toronto, Ontario (the "Real Property") 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 \_\_\_\_\_ ~~of~~ 14<sup>th</sup> ~~MONTH~~ day of December, 20~~YR~~2021 (the "Order") made in an ~~action~~ application having Court ~~file number~~ \_\_\_\_\_ File No. CV-21- -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.

1. ~~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.

2. ~~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.

3. ~~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.

4. ~~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 ~~MONTH~~December, ~~20YR~~2021.



~~[RECEIVER'S NAME]~~ KSV Restructuring Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CANNECT MORTGAGE INVESTMENT CORPORATION  
Applicant

-and-

CLAIREVILLE PROPERTY HOLDINGS INC.  
Respondent

Court File No. CV-21-00672999-00CL

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

PROCEEDING COMMENCED AT  
TORONTO

**ORDER**  
**(APPOINTING RECEIVER)**

**FOGLER, RUBINOFF LLP**

Lawyers

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Connect Mortgage Investment Corporation

Document comparison by Workshare 10.0 on Tuesday, December 7, 2021  
9:14:15 AM

Input:	
Document 1 ID	netdocuments://4888-1725-7989/1
Description	model_receivership_order.(Jan. 2014)
Document 2 ID	netdocuments://4888-4527-0533/1
Description	Order (Appointing Receiver) - Cannect v. Claireville v. 3
Rendering set	Standard

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Padding cell	

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Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	429



**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF CLAIREVILLE PROPERTY HOLDINGS INC.  
A CORPORATION INCORPORATED UNDER THE ONTARIO BUSINESS  
CORPORATIONS ACT**

Estate/Court File No. 31-2749576

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
[IN BANKRUPTCY AND INSOLVENCY]  
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT  
TORONTO

**MOTION RECORD OF THE DIP LENDER,  
CANNECT MORTGAGE INVESTMENT  
CORPORATION  
(Returnable December 14, 2021)**

**FOGLER, RUBINOFF LLP**

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