

Court File No. CV-19-00632077-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE**  
(Commercial List)

BETWEEN

**FIRSTONTARIO CREDIT UNION LIMITED**

**Applicant**

**-AND-**

**1393382 ONTARIO LIMITED**

**Respondent**

**APPLICATION UNDER** Subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended, Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended, and Rule 14.05(3)(g) and (h) of the *Rules of Civil Procedure*.

**APPLICATION RECORD**

December 2, 2019

**SimpsonWigle LAW LLP**

1 Hunter Street East  
Suite 200  
Hamilton, ON L8N 3W1

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Lawyers for the Applicant

TO: Service List

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**SUPERIOR COURT OF JUSTICE**  
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| 1          | Notice of Application, with comparison draft Order to model Order attached as Schedule "A" |
| 2          | Affidavit of Virginia Selemidis, sworn December 2, 2019                                    |
| A          | Charge/Mortgage, Notice and Standard Charge Terms  |
| B          | Assignment of Rents dated February 28, 2017  |
| C          | General Security Agreement   |
| D          | Parcel Register with respect to the Property dated October 4, 2019                         |
| E          | Personal Property Security Registration System search of 139 Co as at October 7, 2019      |

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| 3          | Consent to Act of msi Spergel Inc.  |

**TAB 1**

Court File No. CV-19-00632077-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
(Commercial List)

BETWEEN

**FIRSTONTARIO CREDIT UNION LIMITED**

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**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 on a date to be scheduled at 10:00 a.m., before a Judge presiding over the Commercial List **at 330 University Avenue, 8<sup>th</sup> Floor, Toronto, Ontario, M5G 1R7.**

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

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

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

Dated: December 2, 2019

Issued by: "C. Irwin"  
Local Registrar

Address of Court: 330 University Ave  
9<sup>th</sup> Floor  
Toronto, ON  
M5G 1R7

TO: SEE SERVICE LIST

## APPLICATION

### 1. THE APPLICANT, FIRSTONTARIO CREDIT UNION LIMITED (“FIRSTONTARIO”) MAKES APPLICATION FOR:

- (a) An order, if necessary, abridging the time for service and filing of this Notice of Application and the Application Record herein and validating service and directing any further service of this Notice of Application and Application Record be dispensed such that this Application is properly returnable on December 4, 2019;
- (b) An Order substantially in the form of the draft Order attached hereto as Schedule “A”, appointing msi Spergel Inc. (“**Spergel**”) (21 King Street West, Suite 1602, Hamilton, Ontario, attention Mr. Trevor Pringle), a licensed bankruptcy trustee, as receiver (“**Receiver**”) pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and/or Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended, without security, of all of the assets, undertakings and properties of 1393382 Ontario Limited (“139 Co”), located at property municipally known as 22216 Bloomfield Road, Chatham, Ontario, including land, buildings, pumps and related operating assets (the “Property”), and legally described as:

|             |  |
|-------------|--|
| PIN         | 00877 – 0040 (LT)  |
| DESCRIPTION | PT LT 18, CON A, RALEIGH, AS IN 477708, TOGETHER WITH EASEMENT AS IN CK32321 OVER PART OF LOT 18, CON. A, RALEIGH, DESIGNATED AS PART 1, 24R8539; CHATHAM-KENT |

- (c) If necessary, an Order abridging or dispensing with the ten (10) day notice period under section 244 of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3;
- (d) Costs of this Application on a full indemnity basis; and
- (e) Such further and other relief as this Honourable Court should deem just.

## 2. THE GROUNDS FOR THE APPLICATION ARE:

### BACKGROUND

- (a) FirstOntario, in its capacity as first in priority secured creditor of 139 Co is seeking an order to appoint msi Spergel Inc. ("**Spergel**") (21 King Street West, Suite 1602, Hamilton, Ontario, attention Mr. Trevor Pringle), a licensed bankruptcy trustee, as receiver ("**Receiver**"), of all of the assets, undertakings and properties of 139 Co, located at property municipally known as 22216 Bloomfield Road, Chatham, Ontario, including land, buildings, pumps and related operating assets (the "Property"), and legally described as:

|             |  |
|-------------|--|
| PIN         | 00877 – 0040 (LT)  |
| DESCRIPTION | PT LT 18, CON A, RALEIGH, AS IN 477708, TOGETHER WITH EASEMENT AS IN CK32321 OVER PART OF LOT 18, CON. A, RALEIGH, DESIGNATED AS PART 1, 24R8539; CHATHAM-KENT |

- (b) The Property in its entirety, constitutes a truck fueling centre ("Bloomfield Truck Fueling Centre").



- (c) 908593 Ontario Limited ("908 Co"), a company related to 139 Co, operated the Bloomfield Truck Fueling Centre business that is located at the Property.
- (d) 139 Co. is indebted to FirstOntario with respect to a loan which as of November 27, 2019 was outstanding in the amount of \$14,604,124.72 inclusive of principal, interest and late fee penalty which was made and advanced pursuant to commitment letters dated April 11, 2017 (\$11 million) and December 21, 2018 (increased to \$14,625,00.00). (The aforesaid indebtedness is herein sometimes referred to as the "Indebtedness" or "Loan").
- (e) FirstOntario has a first priority security interest with respect to the Property save and except, FirstOntario acknowledges that Canadian Imperial Bank of Commerce ("CIBC") has a first in priority security interest in the inventory and accounts receivable with respect to the Bloomfield Truck Fueling Centre.
- (f) The Bloomfield Truck Fueling Centre includes a convenience store, Subway, Pizza Pizza kiosk style restaurant area with dining area for about 32 patrons, truck parking and sleeping area, related amenities, a diesel service island including eight self-service fueling bays with pumps at each bay, and a petroleum service island containing four petroleum pumps.
- (g) The Bloomfield Truck Fueling Centre is one of only three truck fueling centers, along or near highway 401, between the City of London and the City of Windsor.
- (h) FirstOntario is a Credit Union incorporated pursuant to the laws of the Province of Ontario with an office located at 4021 Upper Middle Road, Burlington, Ontario L7M 0Y9.

- (i) 139 Co is a company which was incorporated December 29, 2019, pursuant to the laws of the Province of Ontario.
- (j) 908 Co is a company which was incorporated August 17, 2019, pursuant to the laws of the Province of Ontario.

### **139 CO'S INDEBTEDNESS TO FIRSTONTARIO**

- (k) As security for the Indebtedness, 139 Co provided FirstOntario with a Charge/Mortgage in the principal amount of \$11,000,000.00 which was registered March 2, 2017 as Instrument No. CK129070 and which was amended to the principal amount of \$14,625,000.00 with Notice registered with respect to the same on February 13, 2019 as Instrument No. CK154953.
- (l) In connection with the Loan, 139 Co also delivered to FirstOntario, among other things:
  - (i) a General Assignment of Rents with respect to the Property which was registered March 2, 2017 as Instrument No. CK129071; and
  - (ii) a Business General Security Agreement dated February 28, 2017 which was perfected by registration pursuant to the *Personal Property Security Act* on May 14, 2013 and December 14, 2016.(collectively, the "**139 Co Security**")
- (m) FirstOntario holds a first security interest in the Property and the personal property of 139 Co.
- (n) In addition to the 139 Co Security, FirstOntario also holds the following in connection with the Loan:

- (i) Guarantee of Mandhir Singh Dhillon and Sarbjit Dhillon dated February 28, 2017;
- (ii) Guarantee and Postponement of Claim of 908 Co dated February 28, 2017; and
- (iii) Business Loan General Security Agreement February 28, 2017 of 908 Co.

### **FIRST PRIORITY SECURITY INTEREST OF FIRSTONTARIO AND 139 CO**

- (o) There is no other registered security interest in the real property other than that of FirstOntario.
- (p) *A Personal Property Security Act* search of 139 Co discloses:
  - (i) a prior security to that registered in favour of FirstOntario, in the nature of a General Security Agreement, registered in favour of Bradshaw Fuels Ltd. registered July 30, 2009 which was subsequently assigned to Parkland Fuel Corporation as detailed in the postponement agreement executed by Parkland Fuel Corporation; and
  - (ii) a subsequent interest to that registered in favour of FirstOntario, in the nature of a General Security agreement, registered in favour of each of CIBC and Libro Credit Union Limited.
- (q) In order to avoid any issues relative to priority, and FirstOntario's position as a first in priority secured lender with respect to the personal property of 139 Co, CIBC, Parkland Fuel Corporation and Libro Credit Union Limited

respectively provided postponement agreements in favour of FirstOntario with respect to 139 Co's personal property such postponements being respectively dated February 22, 2017, February 17, 2017 and February 28, 2017.

- (r) A Personal Property Security Act search of 908 Co discloses:
- (i) a prior security interest to that registered in favour of FirstOntario, in the nature of a General Security Agreement, registered in favour of Bradshaw Fuels Ltd. registered July 30, 2009 which was subsequently assigned to Pioneer Energy Limited LLP;
  - (ii) a subsequent security interest to that registered in favour of FirstOntario, in the nature of a General Security agreement, registered in favour of each of CIBC, Evolocity Financial Group Inc., Rathcliffe Capital Corp., Laurentian Bank of Canada and Meridian Credit Union Limited; and
  - (iii) a subsequent security interest to that registered in favour of FirstOntario with respect to motor vehicles (cars) in favour of GM Financial Canada Leasing Ltd., Honda Canada Finance Inc., Toyota Credit Canada Inc. and VW Credit Canada Inc.

#### **APPOINTMENT OF BDO AS RECEIVER OF 139 CO**

- (s) On September 30, 2019, CIBC obtained on an ex parte basis, in court file No. CV-19-00628293-00CL an order appointing BDO Canada Limited ("BDO") as receiver over all the assets, undertakings and properties of 139 Co., 908 Co., 2145744 Ontario Limited, 2145754 Ontario Limited, 1552838 Ontario Inc., 2189788 Ontario Inc., 2123618 Ontario Limited, 1849722 Ontario Limited, 2469244 Ontario Limited, 2364507 Ontario Limited,

1254044 Ontario Limited and 2612550 Ontario Limited (“Receivership Order”).

- (t) On October 7, 2019, CIBC in the same action obtained an amended Mareva Order.
- (u) The Receivership Order was obtained without consultation whatsoever with FirstOntario. The material supporting CIBC’s Application for the Receivership Order remains sealed by court order.
- (v) 139 Co or parties related to it operated, among other businesses, numerous gas stations in the province of Ontario but I am not aware of any of the gas stations being truck stops in the nature of the Bloomfield Truck Fueling Centre or having fair market value even approaching that of the Bloomfield Truck Fueling Centre.
- (w) CIBC has, among other loans, loans with respect to three gas stations owned by 139 Co with first mortgage security respectively on each gas station as follows:

| <u>Location</u>                   | <u>Principal of First Mortgage Security</u> |
|-----------------------------------|---|
| 3613 Queensline, Tilbury, Ontario | \$7,000,000.00                              |
| Sarnia (Wyoming), Ontario         | \$4,000,000.00                              |
| 2097 London Line, Sarnia, Ontario | \$2,400,000.00                              |

- (x) Laurentian Bank of Canada has a first priority mortgage secured loan in the outstanding amount of approximately \$3.2 million with respect to a gas station owned by 2145744 Ontario Limited, a party related to 139 Co. at premises municipally known as 203 Indian Road South, Sarnia, Ontario (the “Laurentian Gas Station”).

- (y) Laurentian Bank of Canada seeks to carve out from the Receivership Order appointing BDO as Receiver, the Laurentian Gas Station asset of 214574 Ontario Inc. to a separate receivership with a receiver that is other than BDO.
- (z) Bank of Montreal holds first ranking mortgages on other gas stations operated by parties related to 139 Co. and specifically 1786675 Ontario Limited, 2034039 Ontario Inc., 2660556 Ontario Limited and 2541899 Ontario Limited. By order dated October 16, 2019 and entered October 30, 2019, the gas stations which were the subject of Bank of Montreal's security were carved out of the assets which were previously the subject of the Receivership Order and that MNP Ltd., as opposed to BDO, was appointed as Receiver over such assets.
- (aa) FirstOntario made its loan to 132 Co. with respect to the Bloomfield Truck Fueling Centre, essentially on a stand-alone basis. It is in the best interests of FirstOntario and its members that the Bloomfield Truck Fueling Centre be the subject of a Receivership, separate and distinct from the from the gas station properties and other businesses of 139 Co. and its related parties, with MSI Spergel Inc., as opposed to BDO being the Court appointed Receiver.
- (bb) On numerous occasions FirstOntario has requested BDO to provide it with information relative to its activities and operations at the Bloomfield Truck Fueling Centre without receiving response or alternatively answers satisfactory to FirstOntario.
- (cc) The first material information received by FirstOntario was the Receiver's Third Report to the Court dated October 18, 2019. In that report, the Receiver reported with respect to the termination of the cardholder "business" which was particularly material to the revenue of the Bloomfield Truck Fueling Centre as such business was with truck operators who

generated a substantial portion of the Bloomfield Truck Fueling Centre revenue.

- (dd) On October 11, 2019, FirstOntario requested information from the Receiver with respect to the Bloomfield Truck Fueling Centre operation. On October 17, 2019, FirstOntario requested the Receiver to provide it with a profit and loss statement with respect to the operations of the Bloomfield Truck Fueling Centre since the date of the Receivership. It was advised by the Receiver that it would be in receipt of the same by the end of the day of October 18, 2019 but no information was received in that regard until October 27, 2019 when a memorandum was received from BDO that contained projections with respect to profit and loss for the period commencing October 20, 2019 to and including December 29, 2019 which indicates monthly losses throughout that period totaling \$162,444.00. The projections did not include any expense for the Receiver's own services with respect to the operation of the Bloomfield Truck Fueling Centre.
- (ee) The only additional financial information with respect to the operation of the Bloomfield Truck Fueling Centre that FirstOntario has received from BDO was sales information by Leader of diesel and other fuel for the period October 1 to October 31 and November 1 to November 11 which information was received on or about November 21, 2019.
- (ff) On or about November 15, 2019, FirstOntario entered into a non disclosure agreement with a third party who carries on similar businesses to that carried on at the truck stop ("Third Party Operator").
- (gg) FirstOntario has been in direct communication with the Third Party Operator that has thirty five years of experience in the motor vehicle fuel industry, and presently operates six fueling stations which supply gas and diesel to retail customers.

- (hh) The Third Party Operator, being knowledgeable of and experienced in the wholesale and retail diesel fuel market, is able to achieve, over time, margins on the retail sale of diesel fuel of between 7 and 9 cents. BDO in its capacity as Receiver with respect to the operation of the Bloomfield Truck Fueling Centre is presently achieving comparable margins at the Bloomfield Truck Fueling Centre of between 1.14 and 1.5 cents.
  
- (ii) The Third Party Operator is willing to enter into a management agreement to operate the Bloomfield Truck Fueling Centre. It is expected that with the Third Party operating the Bloomfield Truck Fueling Centre it will be more profitable, or will be subject to less operating losses, by reason of:
  - (i) better margins on the retail sale of diesel fuel by reason of the Third Party Operator's knowledge of and experience in the industry and ability to acquire diesel fuel on a volume basis; and
  - (ii) efficiencies in the operation of the Bloomfield Truck Fueling Centre by reason of a Third Party's experience in operating similar truck stops.
  
- (jj) Demonstrated improvement in the profitability of the Bloomfield Truck Fueling Centre will increase its market value to potential purchasers of the Bloomfield Truck Fueling Centre as compared to its present value.
  
- (kk) FirstOntario is presently prepared to fund losses, if any, in the operation of the Bloomfield Truck Fueling Centre by the Third Party Operator once the Property is carved out to a separate receivership.



- (ll) As the Receiver has brought a motion before the Court returnable December 4, 2019 for an order approving a proposed marketing plan which would include the Bloomfield Truck Fueling Centre. The marketing plan proposes a bid deadline with respect to the purchase of the Bloomfield Truck Fueling Centre of January 24, 2020 with the successful bidder being identified by January 28, 2020. Such time frames are potentially premature relative to a Receiver being able to demonstrate improved profitability at the Bloomfield Truck Fueling Centre within the aforesaid timeframe.

## **CONFLICT**

- (mm) FirstOntario has not yet received from BDO in its capacity as Receiver a breakdown of its fees and expenses with proposed allocation to FirstOntario relative to its services to date as Receiver including with respect to those directly related to the operation of the Bloomfield Truck Fueling Centre.
- (nn) If the Property is in a separate receivership with a Receiver other than BDO, then going forward, allocation and expense will not be an issue and the potential conflict with respect to BDO allocating fees and expense will not exist
- (oo) If the four gas stations (CIBC and Laurentian stations) are collectively marketed for sale with the Bloomfield Truck Fueling Centre, issues will arise which will place BDO in a position of conflict in making recommendations to the secured creditors with respect to such issues.
- (pp) BDO will be in a position of conflict relative to the acceptance of a global offer of sale for one or more of the gas stations and the Bloomfield Truck Fueling Centre, and with respect to the allocation of the purchase price of such a global offer particularly, by reason of the fact that the business of the

Bloomfield Truck Fueling Centre is to be different from that of the gas stations and as the Bloomfield Truck Fueling Centre has substantially greater value than the gas stations.

- (qq) With respect to the issue of allocation of a global purchase price for the Bloomfield Truck Fueling Centre with one or more gas stations, it is inappropriate to rely upon appraisals as to value and potentially competing appraisals as to value.

### **BASIS FOR A RECEIVER**

- (a) FirstOntario's Loan provides that, in addition to other rights, when its Mortgage security becomes enforceable, FirstOntario may proceed to enforce its security by the appointment of a Receiver who has power to take possession of the Property and sell, lease or otherwise dispose of 139 Co's interest in the Property.
- (b) A Court appointed receiver, solely of the Bloomfield Truck Fueling Centre, would be best placed to realize upon the Property that are subject to FirstOntario's security.
- (c) FirstOntario wishes to take any and all steps necessary to protect the security granted to it by 139 Co and to realize on the same.
- (d) FirstOntario proposes that Spergel be appointed as receiver of the Property of 130 Co.
- (e) Spergel has consented to act as receiver, without security, of the Property of 130 Co including all proceeds thereof.
- (f) Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1984 c.B-3, as amended.

- (g) Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C.43, as amended.
- (h) Rules 1.04, 2.03, 3.02(1), 14.05(3)(g) and (h), 16.04(1) and 38 of the *Rules of Civil Procedure*.
- (i) Such further and other grounds as counsel may advise and as this Honourable Court may allow.

**3. THE FOLLOWING DOCUMENTATION EVIDENCE WILL BE USED AT THE HEARING OF THE APPLICATION:**

- (a) The Affidavit of Virginia Selemidis, sworn December 2, 2019 and the exhibits attached thereto;
- (b) The Consent of msi Spergel Inc. to act as receiver of 1393382 Ontario Limited; and
- (c) Such further evidence as counsel may advise and as this Honourable Court may permit.

DATE OF ISSUE: December 2, 2019

**SimpsonWigle LAW LLP**  
1 Hunter Street East  
Suite 200  
Hamilton, ON L8N 3W1

David J. Jackson  
LSUC No. AO15656R

Tel: (905) 528-8411  
Fax: (905) 528-9008

Lawyers for the Applicant

SCHEDULE "A"

Court File No.

Style Definition: ORGen L2,G2: Font: Bold, Left, No bullets or numbering  
Deleted: Revised: January 21, 2014 s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver  
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ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE )  
JUSTICE )

WEDNESDAY, THE 4<sup>TH</sup>  
DAY OF DECEMBER, 2019

Deleted: WEEKDAY,  
Deleted: #  
Deleted: MONTH, 20YR

FIRSTONTARIO CREDIT UNION LIMITED

Applicant

- and -

1393882 ONTARIO LIMITED

Respondent

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Plaintiff'

**ORDER**  
(appointing Receiver)

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Defendant'

THIS MOTION made by the Applicant, FirstOntario Credit Union Limited ("FirstOntario") 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 msi Spergel Inc. as receiver, (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of 1393882 Ontario Limited ("139 Co" or the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

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Deleted: [RECEIVER'S NAME]  
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ON READING the affidavit of Virginia Selemidis, sworn December 2, 2019, and the Exhibits thereto and on hearing the submissions of counsel for FirstOntario, and such other

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parties as attended the hearing of the application and on reading the consent of MSI Spergel Inc.  
to act as the Receiver,

Deleted: [NAMES], no one appearing for [NAME] although duly served as

Deleted: appears from

Deleted: affidavit

Deleted: service of [NAME] sworn [DATE]

Deleted: [RECEIVER'S NAME]

#### **SERVICE**

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

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#### **LIFTING STAY OF PROCEEDINGS**

2. THIS COURT ORDERS the stay of proceedings imposed under the Amended Receivership Order dated September 30, 2019 in the action commenced by Canadian Imperial Bank of Commerce ("CIBC") under court file no. CV-19-00628293-00CL (the "CIBC Action") is hereby lifted to permit the bringing of this application and the making of this Court.

#### **DISCHARGE OF RECEIVER IN THE CIBC ACTION**

3. THIS COURT ORDERS that BDO Canada Limited ("BDO"), appointed by Order dated September 30, 2019 in the CIBC Action as receiver of the assets, undertakings and properties of, among other parties, 130 Co, is hereby discharged as receiver of 139 Co effective as of 4 p.m. (Toronto time) on the date of this Order.

4. THIS COURT ORDERS that BDO shall be reimbursed for amounts set out in a payment agreement to be reached among BDO, CIBC and FirstOntario, in accordance with that agreement, or absent such agreement, as determined by this Court, and that said amounts shall be deemed to have been borrowed under this Receivership and have the benefit of the Receiver's Borrowings Charge.

5. THIS COURT ORDERS that, other than as provided in this paragraph, nothing in this Order shall affect the charge granted in favour of BDO Canada Limited (the "CIBC Receiver") in the CIBC Action (the "CIBC Receiver's Charge"), including the assets pursuant to which such charge was granted, and that the CIBC Receiver's Charge and the receiver's borrowing charge granted in the CIBC Action shall rank *pari passu* with the Receiver's Charge and the Receiver's Borrowing Charge (as those terms are defined herein) granted in this Order as they

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pertain to the Property subject to this Receivership only. For the purpose of this paragraph, the charges in favour of BDO Canada Limited shall apply for the time period from September 30, 2019 to and including the date of this Order, and the amounts secured under such charges shall be agreed upon as between BDO, CIBC and FirstOntario, or absent such agreement, shall be determined by this Court.

APPOINTMENT

6. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, msi Spergel Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, at property municipally known as 22216 Bloomfield Road, Chatham, Ontario, including land, buildings, pumps and related operating assets (the "Property"), and legally described as:

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Deleted: [RECEIVER'S NAME]

|             |  |
|-------------|--|
| PIN         | 00877 – 0040 (LT)  |
| DESCRIPTION | PT LT 18, CON A, RALEIGH, AS IN 477708, TOGETHER WITH EASEMENT AS IN CK32321 OVER PART OF LOT 18, CON. A, RALEIGH, DESIGNATED AS PART 1, 24R8539; CHATHAM-KENT |

Deleted: including all proceeds thereof (the "Property").  
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7. THIS COURT ORDERS that the appointment of the Receiver hereunder is effective notwithstanding an Order of Justice Hainey made in the CIBC Action dated October 7, 2019 amending an Order dated September 30, 2019 granting to CIBC a Mareva injunction (collectively, the "Mareva Order"), and nothing in the Mareva Order shall impair the powers of the Receiver as granted herein, save and except that all bank account balances of the Debtor existing at the time of the making of this Order shall remain subject to the Mareva Order.

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**RECEIVER'S POWERS**

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8. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

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(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

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collecting such monies, including, without limitation, to enforce any security held by the Debtor;

- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
- (i) without the approval of this Court in respect of any transaction not exceeding \$\_\_\_\_\_, provided that the aggregate consideration for all such transactions does not exceed \$\_\_\_\_\_; 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*

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Act, as the case may be, shall not be required, and in each case the Ontario Bulk Sales Act shall not apply.

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(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;

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(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;

(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.

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**DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

9. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

10. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

11. THIS COURT ORDERS that books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related primarily to the business or affairs of the persons and entities (other than the Debtor) subject to the Mareva Order, as set out in Schedule "A", and any computer programs, computer tapes, computer disks, or other data storage media containing any such information that comes into the possession of the Receiver (the "Non-Debtor Records"), shall be delivered to BDO, and not kept in the possession of the Receiver

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12. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

13. THIS COURT ORDERS that all Persons are hereby enjoined and restrained from in any way altering, concealing, defacing, destroying, discarding, erasing or otherwise tampering or adversely dealing with any of the Property of the Debtors or from removing any Property in the ordinary course of business, from the premises of the Debtors without the prior written consent of the Receiver.

14. THIS COURT ORDERS that any security personnel engaged by the Receiver pursuant to paragraph 8(b) herein shall be authorized and entitled, but not required, to escort or remove any persons onto or from the Property of the Debtor as the Receiver may in its sole discretion consider it necessary or desirable to escort or remove.

NO PROCEEDINGS AGAINST THE RECEIVER

15. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

Deleted: <#>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.¶

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#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

16. THIS COURT ORDERS that with the exception of the CIBC Action no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

17. THIS COURT ORDERS that with the exception of the CIBC Action all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH THE RECEIVER**

18. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

#### **CONTINUATION OF SERVICES**

19. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering,

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interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

#### **RECEIVER TO HOLD FUNDS**

20. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### **EMPLOYEES**

21. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

#### **PIPEDA**

22. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and

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to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

23. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

24. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross

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negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### RECEIVER'S ACCOUNTS

25. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

27. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### FUNDING OF THE RECEIVERSHIP

28. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$ \_\_\_\_\_ (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

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arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

29. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

30. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

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31. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### SERVICE AND NOTICE

32. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<@>':

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33. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

**GENERAL**

34. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

35. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

36. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

37. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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38. THIS COURT ORDERS that the Applicant shall have its costs of this motion, 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.

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39. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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**SCHEDULE "A"**

**PERSONS AND ENTITIES SUBJECT TO THE MAREVA ORDER OF SEPTEMBER 30,  
2019 AS AMENDED ON OCTOBER 7, 2019**

- Sarbjit Singh Dhillon
- Mandhir S. Dhillon
- Simranjit Dhillon
- Mandeep Dhillon
- 908593 ONTARIO LIMITED, operating as Eagle Travel Plaza,
- 1393382 ONTARIO LIMITED,
- 2145744 ONTARIO LIMITED,
- 2145754 ONTARIO LIMITED,
- 1552838 ONTARIO INC.,
- 2189788 ONTARIO INC.,
- 2123618 ONTARIO LIMITED,
- 1849722 ONTARIO LTD.,
- 2469244 ONTARIO LIMITED,
- 2364507 ONTARIO LIMITED,
- 1254044 ONTARIO LIMITED
- 2612550 ONTARIO LIMITED
- 2541899 Ontario Ltd.;
- 2571279 Ontario Inc.;
- 2541900 Ontario Ltd.;
- 2587984 Ontario Inc.;
- 2561534 Ontario Ltd.;
- 2431264 Ontario Inc.;
- 2542372 Ontario Inc.; and
- 2034039 Ontario Inc.

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SCHEDULE "B"

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RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that msi Spergel Inc., the receiver (the "Receiver") of the assets, undertakings and properties 1393382 Ontario Limited ("139 Co or the "Debtor"), acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 4<sup>th</sup> day of December, 2019, (the "Order") made in an action having Court file number -CL-, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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Deleted: [DEBTOR'S NAME]

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2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

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to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

msi Spergel Inc., solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Deleted: [RECEIVER'S NAME]

Per: \_\_\_\_\_

Name:

Title:

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Court File No.

**FIRSTONTARIO CREDIT UNION LIMITED**  
Applicant

- AND -

**1393882 ONTARIO LIMITED**  
Respondent

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL COURT**

PROCEEDINGS COMMENCED AT TORONTO

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**NOTICE OF APPLICATION**

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**SimpsonWigle LAW LLP**  
1 Hunter Street East  
Suite 200  
P.O. Box 990  
Hamilton, Ontario, L8N 3R1

**DAVID J. H. JACKSON**  
**LSUC NO. AO15656-R**

Tel: (905) 528-8411  
Fax: (905) 528-9008

Lawyers for the Applicant

**TAB 2**

Court File No. CV-19-00632077-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
(Commercial List)

BETWEEN

**FIRSTONTARIO CREDIT UNION LIMITED**

**Applicant**

**-AND-**

**1393382 ONTARIO LIMITED**

**Respondent**

**APPLICATION UNDER** Subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended, Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended, and Rule 14.05(3)(g) and (h) of the *Rules of Civil Procedure*

**AFFIDAVIT OF VIRGINIA SELEMIDIS**

I, **VIRGINIA SELEMIDIS**, of the City of Burlington, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Senior Portfolio Manager, Commercial Services for the Applicant, FirstOntario Credit Union Limited ("FirstOntario"). I have responsibility of matters pertaining to the Respondent, 1393882 Ontario Limited ("**139 Co**" or the "**Debtor**") and as such, I have personal knowledge of the matters to which I depose.
2. The facts set forth herein are within my personal knowledge or determined from documents attached as Exhibits or from information provided to me from others. Where deposed to herein are based upon information, I have identified the source of the information and I verily believe the same to be true.



## THE PURPOSE OF THE APPLICATION

3. FirstOntario, in its capacity as first in priority secured creditor of 139 Co is seeking an order to appoint msi Spergel Inc. ("**Spergel**") (21 King Street West, Suite 1602, Hamilton, Ontario, attention Mr. Trevor Pringle), a licensed bankruptcy trustee, as receiver ("**Receiver**"), of all of the assets, undertakings and properties of 139 Co, located at property municipally known as 22216 Bloomfield Road, Chatham, Ontario, including land, buildings, pumps and related operating assets (the "Property"), and legally described as:

|             |  |
|-------------|--|
| PIN         | 00877 – 0040 (LT)  |
| DESCRIPTION | PT LT 18, CON A, RALEIGH, AS IN 477708, TOGETHER WITH EASEMENT AS IN CK32321 OVER PART OF LOT 18, CON. A, RALEIGH, DESIGNATED AS PART 1, 24R8539; CHATHAM-KENT |

4. The Property in its entirety, constitutes a truck fueling centre ("Bloomfield Truck Fueling Centre").
5. I am advised from a review of the internal documentation of FirstOntario, among other sources, that 908593 Ontario Limited ("908 Co"), a company related to 139 Co, that it operated the Bloomfield Truck Fueling Centre business that is located at the Property.
6. 139 Co. is indebted to FirstOntario with respect to a loan which as of November 27, 2019 was outstanding in the amount of \$14,604,124.72 inclusive of principal, interest and late fee penalty which was made and advanced pursuant to commitment letters dated April 11, 2017 (\$11 million) and December 21, 2018 (increased to \$14,625,00.00). (The aforesaid indebtedness is herein sometimes referred to as the "Indebtedness" or "Loan").
7. FirstOntario has a first priority security interest with respect to the Property save and except, FirstOntario acknowledges that Canadian Imperial Bank of Commerce ("CIBC") has a first in priority security interest in the inventory and accounts receivable with respect to the Bloomfield Truck Fueling Centre.

8. I am advised from an Appraisal Report of Otto & Company dated February 14, 2018 prepared for 139 Co that the Bloomfield Truck Fueling Centre includes a convenience store, Subway, Pizza Pizza kiosk style restaurant area with dining area for about 32 patrons, truck parking and sleeping area, related amenities, a diesel service island including eight self-service fueling bays with pumps at each bay, and a petroleum service island containing four petroleum pumps.
9. I am further advised by the Appraisal Report of Otto & Company that the Bloomfield Truck Fueling Centre is one of only three truck fueling centers, along or near highway 401, between the City of London and the City of Windsor.

## **BACKGROUND**

10. FirstOntario is a Credit Union incorporated pursuant to the laws of the Province of Ontario with an office located at 4021 Upper Middle Road, Burlington, Ontario L7M 0Y9.
11. I am advised from a review of the Articles of Incorporation of 139 Co that it is a company which was incorporated December 29, 2019, pursuant to the laws of the Province of Ontario.
12. I understand from a review of the Corporate Profile Report of the Ministry of Government Services, Province of Ontario dated December 14, 2016 that Sarbjit Singh Dhillon and Madhir Singh Dhillon are the officers and directors of 139 Co.
13. I am advised from a review of the Articles of Incorporation of 908 Co which that it is a company which was incorporated August 17, 2019, pursuant to the laws of the Province of Ontario.
14. I understand from a review of the Corporate Profile Report of the Ministry of Government Services, Province of Ontario dated December 16, 2016 that Sarbjit Singh Dhillon and Madhir Singh Dhillon are the officers and directors of 908 Co.

## **139 CO'S INDEBTEDNESS TO FirstOntario**

15. As security for the Indebtedness, 139 Co provided FirstOntario with a Charge/Mortgage in the principal amount of \$11,000,000.00 which was registered March 2, 2017 as Instrument No. CK129070 and which was amended to the principal amount of \$14,625,000.00 with Notice registered with respect to the same on February 13, 2019 as Instrument No. CK154953. Attached hereto and marked collectively as **Exhibit "A"** to this my Affidavit are copies of the aforesaid Charge/Mortgage, Notice and Standard Charge Terms.
  
16. In connection with the Loan, 139 Co also delivered to FirstOntario, among other things:
  - (a) a General Assignment of Rents with respect to the Property which was registered March 2, 2017 as Instrument No. CK129071. Attached hereto and marked as **Exhibit "B"** to this my Affidavit is a copy of the Assignment of Rents dated February 28, 2017, and;
  
  - (b) a Business General Security Agreement dated February 28, 2017 which was perfected by registration pursuant to the *Personal Property Security Act* on May 14, 2013 and December 14, 2016. Attached hereto and marked as **Exhibit "C"** to this my Affidavit is a copy of the General Security Agreement.  
(collectively, the "**139 Co Security**")
  
17. Attached hereto and marked as **Exhibit "D"** to this my Affidavit is a Parcel Register with respect to the Property dated October 4, 2019.
  
18. Attached hereto and marked as **Exhibit "E"** to this my Affidavit is a Personal Property Security Registration System search of 139 Co as at October 7, 2019.
  
19. In addition to the 139 Co Security, FirstOntario also holds the following in connection with the Loan:

- (a) Guarantee of Mandhir Singh Dhillon and Sarbjit Dhillon dated February 28, 2017. Attached hereto and marked as **Exhibit "F"** to this my Affidavit is a copy of Guarantee of Mandhir Singh Dhillon and Sarbjit Dhillon.
  - (b) Guarantee and Postponement of Claim of 908 Co dated February 28, 2017. Attached hereto and marked as **Exhibit "G"** to this my Affidavit is a copy of the Guarantee and Postponement of Claim of 908 Co.
  - (c) Business Loan General Security Agreement February 28, 2017 of 908 Co. Attached hereto and marked as **Exhibit "H"** to this my Affidavit is a copy of the Business Loan General Security Agreement.
20. Attached and marked as **Exhibit "I"** to this my Affidavit is a Personal Property Security Act Registration System search with respect to 908 Co as at October 7, 2019.

#### **FIRST PRIORITY SECURITY INTEREST OF FIRSTONTARIO AND 139 CO**

21. The aforesaid Parcel Register (Exhibit D) discloses no other registered security interest in the real property other than that of FirstOntario.
22. The *Personal Property Security Act* search of 139 Co discloses:
- (a) a prior security to that registered in favour of FirstOntario, in the nature of a General Security Agreement, registered in favour of Bradshaw Fuels Ltd. registered July 30, 2009 which was subsequently assigned to Parkland Fuel Corporation as detailed in the postponement agreement executed by Parkland Fuel Corporation described in paragraph 23 of my affidavit; and
  - (b) a subsequent interest to that registered in favour of FirstOntario, in the nature of a General Security agreement, registered in favour of each of CIBC and Libro Credit Union Limited.

23. In order to avoid any issues relative to priority, and FirstOntario's position as a first in priority secured lender with respect to the personal property of 139 Co, CIBC, Parkland Fuel Corporation and Libro Credit Union Limited respectively provided postponement agreements in favour of FirstOntario with respect to 139 Co's personal property such postponements being respectively dated February 22, 2017, February 17, 2017 and February 28, 2017. Attached hereto and marked as **Exhibit "J"** to this my affidavit are copies of the aforesaid postponement agreements.
24. The Personal Property Security Act search of 908 Co discloses:
- (a) a prior security interest to that registered in favour of FirstOntario, in the nature of a General Security Agreement, registered in favour of Bradshaw Fuels Ltd. registered July 30, 2009 which was subsequently assigned to Pioneer Energy Limited LLP;
  - (b) a subsequent security interest to that registered in favour of FirstOntario, in the nature of a General Security agreement, registered in favour of each of CIBC, Evolocity Financial Group Inc., Rathcliffe Capital Corp., Laurentian Bank of Canada and Meridian Credit Union Limited; and
  - (c) a subsequent security interest to that registered in favour of FirstOntario with respect to motor vehicles (cars) in favour of GM Financial Canada Leasing Ltd., Honda Canada Finance Inc., Toyota Credit Canada Inc. and VW Credit Canada Inc.

**APPOINTMENT OF BDO AS RECEIVER OF 139 CO.**

25. On September 30, 2019, CIBC obtained on an ex parte basis, in court file No. CV-19-00628293-00CL an order appointing BDO Canada Limited (“BDO”) as receiver over all the assets, undertakings and properties of 139 Co., 908 Co., 2145744 Ontario Limited, 2145754 Ontario Limited, 1552838 Ontario Inc., 2189788 Ontario Inc., 2123618 Ontario Limited, 1849722 Ontario Limited, 2469244 Ontario Limited, 2364507 Ontario Limited, 1254044 Ontario Limited and 2612550 Ontario Limited (“Receivership Order”). Attached hereto and marked as **Exhibit “K”** is a copy of a Receivership Order.
26. On October 7, 2019, CIBC in the same action obtained an amended Mareva Order. Attached hereto and marked as **Exhibit “L”** is a copy of the amended Mareva Order.
27. The Receivership Order was obtained without consultation whatsoever with FirstOntario. The material supporting CIBC’s Application for the Receivership Order remains sealed by court order.
28. I understand that 139 Co. or parties related to it operated, among other businesses, numerous gas stations in the province of Ontario but I am not aware of any of the gas stations being truck stops in the nature of the Bloomfield Truck Fueling Centre or having fair market value even approaching that of the Bloomfield Truck Fueling Centre.
29. I am advised by David John Hopkins Jackson, based upon subsearches that he has caused to be concluded and also from Reports of BDO to the Court, that CIBC has, among other loans, loans with respect to three gas stations owned by 139 Co with first mortgage security respectively on each gas station as follows:

| <u>Location</u>                   | <u>Principal of First Mortgage Security</u> |
|-----------------------------------|---|
| 3613 Queensline, Tilbury, Ontario | \$7,000,000.00                              |
| Sarnia (Wyoming), Ontario         | \$4,000,000.00                              |
| 2097 London Line, Sarnia, Ontario | \$2,400,000.00                              |

30. I have received a copy of the Application Record of Laurentian Bank of Canada ("Laurentian") and note from the same that it has a first priority mortgage secured loan in the outstanding amount of approximately \$3.2 million with respect to a gas station owned by 2145744 Ontario Limited, a party related to 139 Co. at premises municipally known as 203 Indian Road South, Sarnia, Ontario (the "Laurentian Gas Station").
31. I note from the Application Record of Laurentian that it seeks to carve out from the Receivership Order appointing BDO as Receiver, the Laurentian Gas Station asset of 214574 Ontario Inc. to a separate receivership with a receiver that is other than BDO.
32. I understand that Bank of Montreal holds first ranking mortgages on other gas stations operated by parties related to 139 Co. and specifically 1786675 Ontario Limited, 2034039 Ontario Inc., 2660556 Ontario Limited and 2541899 Ontario Limited. I further understand that, by order dated October 16, 2019 and entered October 30, 2019, the gas stations which were the subject of Bank of Montreal's security were carved out of the assets which were previously the subject of the Receivership Order and that MNP Ltd., as opposed to BDO, was appointed as Receiver over such assets.
33. Attached as **Exhibit "M"** is a copy of the October 16, 2019 order appointing MNP Ltd. as Receiver. The materials filed in support of the order appointing MNP have been sealed by Court Order.
34. FirstOntario made its loan to 132 Co. with respect to the Bloomfield Truck Fueling Centre, essentially on a stand-alone basis. FirstOntario has decided that it is in the best interests of FirstOntario and its members that the Bloomfield Truck Fueling Centre be the subject of a Receivership, separate and distinct from the from the gas station properties and other businesses of 139 Co. and its related parties, with MSI Spergel Inc., as opposed to BDO being the Court appointed Receiver.
35. On numerous occasions FirstOntario has requested BDO to provide it with information relative to its activities and operations at the Bloomfield Truck Fueling Centre without receiving response or alternatively answers satisfactory to FirstOntario.

36. The first material information received by FirstOntario was the Receiver's Third Report to the Court dated October 18, 2019. In that report, the Receiver reported with respect to the termination of the cardholder "business" which was particularly material to the revenue of the Bloomfield Truck Fueling Centre as such business was with truck operators who generated a substantial portion of the Bloomfield Truck Fueling Centre revenue.
37. On October 11, 2019, FirstOntario requested information from the Receiver with respect to the Bloomfield Truck Fueling Centre operation. On October 17, 2019, FirstOntario requested the Receiver to provide it with a profit and loss statement with respect to the operations of the Bloomfield Truck Fueling Centre since the date of the Receivership. It was advised by the Receiver that it would be in receipt of the same by the end of the day of October 18, 2019 but no information was received in that regard until October 27, 2019 when a memorandum was received from BDO that contained projections with respect to profit and loss for the period commencing October 20, 2019 to and including December 29, 2019 which indicates monthly losses throughout that period totaling \$162,444.00. The projections did not include any expense for the Receiver's own services with respect to the operation of the Bloomfield Truck Fueling Centre.
38. The only additional financial information with respect to the operation of the Bloomfield Truck Fueling Centre that FirstOntario has received from BDO was sales information by Leader of diesel and other fuel for the period October 1 to October 31 and November 1 to November 11 which information was received on or about November 21, 2019.
39. On or about November 15, 2019, FirstOntario entered into a non disclosure agreement with a third party who carries on similar businesses to that carried on at the truck stop ("Third Party Operator").
40. I understand from Mark Perkins, Chief Risk Officer of FirstOntario, who has been in communication with the Third Party Operator that the Third Party Operator has thirty five years of experience in the motor vehicle fuel industry, and presently operates six fueling stations which supply gas and diesel to retail customers.
41. I understand from my communications with Mark Perkins and a review of financial information of the Third Party Operator that the Third Party Operator, being



knowledgeable of and experienced in the wholesale and retail diesel fuel market, is able to achieve, over time, margins on the retail sale of diesel fuel of between 7 and 9 cents. I understand from the information provided by the Receiver that it is presently achieving comparable margins at the Bloomfield Truck Fueling Centre of between 1.14 and 1.5 cents.

42. The Third Party Operator has advised FirstOntario that it is willing to enter into a management agreement to operate the Bloomfield Truck Fueling Centre. It is expected that with the Third Party operating the Bloomfield Truck Fueling Centre it will be more profitable, or will be subject to less operating losses, by reason of:
  - (a) better margins on the retail sale of diesel fuel by reason of the Third Party Operator's knowledge of and experience in the industry and ability to acquire diesel fuel on a volume basis, and
  - (b) efficiencies in the operation of the Bloomfield Truck Fueling Centre by reason of a Third Party's experience in operating similar truck stops.
43. FirstOntario is of the belief that a demonstrated improvement in the profitability of the Bloomfield Truck Fueling Centre will increase its market value to potential purchasers of the Bloomfield Truck Fueling Centre as compared to its present value.
44. FirstOntario is presently prepared to fund losses, if any, in the operation of the Bloomfield Truck Fueling Centre by the Third Party Operator once the Property is carved out to a separate receivership.
45. As the Receiver has brought a motion before the Court returnable December 4, 2019 for an order approving a proposed marketing plan which would include the Bloomfield Truck Fueling Centre. The marketing plan proposes a bid deadline with respect to the purchase of the Bloomfield Truck Fueling Centre of January 24, 2020 with the successful bidder being identified by January 28, 2020. FirstOntario is of the belief that such time frames are potentially premature relative to a Receiver being able to demonstrate improved profitability at the Bloomfield Truck Fueling Centre within the aforesaid timeframe.

**CONFLICT**

46. FirstOntario has not yet received from BDO in its capacity as Receiver a breakdown of its fees and expenses with proposed allocation to FirstOntario relative to its services to date as Receiver including with respect to those directly related to the operation of the Bloomfield Truck Fueling Centre.
47. If the Property is in a separate receivership with a Receiver other than BDO, then going forward, allocation and expense will not be an issue and the potential conflict with respect to BDO allocating fees and expense will not exist.
48. FirstOntario is also of the belief that if the four gas stations (CIBC and Laurentian stations) are collectively marketed for sale with the Bloomfield Truck Fueling Centre, issues will arise which will place BDO in a position of conflict in making recommendations to the secured creditors with respect to such issues.
49. FirstOntario further believes that BDO will be in a position of conflict relative to the acceptance of a global offer of sale for one or more of the gas stations and the Bloomfield Truck Fueling Centre, and with respect to the allocation of the purchase price of such a global offer particularly, by reason of the fact that the business of the Bloomfield Truck Fueling Centre is to be different from that of the gas stations and as the Bloomfield Truck Fueling Centre has substantially greater value than the gas stations.
50. With respect to the issue of allocation of a global purchase price for the Bloomfield Truck Fueling Centre with one or more gas stations, FirstOntario believes it inappropriate to rely upon appraisals as to value and potentially competing appraisals as to value.
51. This affidavit is sworn in support of FirstOntario's Application for the Appointment of MSI Spergel Inc. as receiver of 139 Co and for no improper purpose.

AFFIRM BEFORE ME at the City  
of Burlington, in the Province of  
Ontario, this 2nd day of December, 2019.




Commissioner for Taking Affidavits (or as may be)



Virginia Selemidis

Erin Frances O'Rourke, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires August 16, 2022.

This is Exhibit A referred to in the  
affidavit of Virginia Sekmidis  
sworn before me, this 2<sup>nd</sup>  
day of December 2019  
  
A COMMISSIONER FOR TAKING AFFIDAVITS

Erin Frances O'Rourke, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires August 16, 2022.

LRO # 24 Charge/Mortgage

Received as CK129070 on 2017 03 02 at 10:36

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

yyyy mm dd Page 1 of 2

**Properties**

**PIN** 00877 - 0040 LT **Interest/Estate** Fee Simple  
**Description** PT LT 18, CON A, RALEIGH, AS IN 477708, TOGETHER WITH EASEMENT AS IN CK32321 OVER PART OF LOT 18, CON. A, RALEIGH, DESIGNATED AS PART 1, 24R8539 ; CHATHAM-KENT  
**Address** CHATHAM

**Chargor(s)**

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

**Name** 1393382 ONTARIO LIMITED  
**Address for Service** 60 Rose Avenue,  
 Tilbury, ON  
 NOP 2L0

I, SARBJIT SINGH DHILLON, President and I, MANDHIR SINGH DHILLON, Secretary-Treasurer, have the authority to bind the corporation.

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

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

**Name** FIRSTONTARIO CREDIT UNION LIMITED  
**Address for Service** 4021 Upper Middle Road,  
 Burlington, ON  
 L7R 3X5

**Provisions**

**Principal** \$ 11,000,000.00 **Currency** CDN  
**Calculation Period** Half yearly, not in advance  
**Balance Due Date** On Demand  
**Interest Rate** 24.0%  
**Payments**  
**Interest Adjustment Date**  
**Payment Date**  
**First Payment Date**  
**Last Payment Date**  
**Standard Charge Terms** 200027  
**Insurance Amount** full insurable value  
**Guarantor**

**Signed By**

Denise Patricia Kocsis

1 James Street South, 14 th floor,  
 PO Box 926 Depo  
 Hamilton  
 L8N 3P9

Signed 2017 03 02

Tel 905-523-1333

Fax 905-523-5878

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

LRO # 24 Charge/Mortgage

Received as CK129070 on 2017 03 02 at 10:36

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

yyyy mm dd Page 2 of 2

**Submitted By**

SCARFONE HAWKINS LLP

1 James Street South, 14 th floor,  
PO Box 926 Depo  
Hamilton  
L8N 3P9

2017 03 02

Tel 905-523-1333

Fax 905-523-5878

**Fees/Taxes/Payment**

Statutory Registration Fee \$63.35

Total Paid \$63.35

**File Number**

Chargee Client File Number : 16R2395

**Properties**

*PIN* 00877 - 0040 LT  
*Description* PT LT 18, CON A, RALEIGH, AS IN 477708, TOGETHER WITH EASEMENT AS IN CK32321 OVER PART OF LOT 18, CON. A, RALEIGH, DESIGNATED AS PART 1, 24R8539 ; CHATHAM-KENT  
*Address* CHATHAM

**Consideration**

*Consideration* \$2.00

**Applicant(s)**

The notice is based on or affects a valid and existing estate, right, interest or equity in land

*Name* 1393382 ONTARIO LIMITED  
*Address for Service* 60 Rose Avenue  
Tilbury, Ontario  
N0P 2L0

I, SARBJIT SINGH DHILLON, President, and I, MANDHIR SINGH DHILLON, Secretary-Treasurer, have the authority to bind the corporation.

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

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

*Name* FIRSTONTARIO CREDIT UNION LIMITED  
*Address for Service* 4021 Upper Middle Road  
Burlington, Ontario  
L7R 3X5

I, Virginia Selemidis, Senior Portfolio Manager, Commercial Credit, have the authority to bind the corporation

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

**Statements**

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, CK129070 registered on 2017/03/02 to which this notice relates is deleted

Schedule: See Schedules

This document relates to registration number(s)CK129070, CK129071

**Signed By**

Denise Patricia Kocsis 1 James Street South, 14 th floor, acting for Signed 2019 02 13  
PO Box 926 Depo Applicant(s)  
Hamilton  
L8N 3P9

Tel 905-523-1333

Fax 905-523-5878

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

**Submitted By**

SCARFONE HAWKINS LLP 1 James Street South, 14 th floor, PO 2019 02 13  
Box 926 Depo  
Hamilton  
L8N 3P9

Tel 905-523-1333

Fax 905-523-5878

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$64.40

*Total Paid* \$64.40

LRO # 24 Notice

Received as CK154953 on 2019 02 13 at 11:16

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

yyyy mm dd Page 2 of 4

|                    |
|--------------------|
| <b>File Number</b> |
|--------------------|

Party To Client File Number :

19R0004



## AGREEMENT AMENDING CHARGE OR MORTGAGE - LAND TITLES AND REGISTRY

This is a Schedule to a Notice Under Section 71 of the Land Titles Act hereby expressed to be dated the 13th day of February, 2019 affecting:

PT LT 18, CON A, RALEIGH, AS IN 477708, TOGETHER WITH EASEMENT AS IN CK32321 OVER PART OF LOT 18, CON. A, RALEIGH, DESIGNATED AS PART 1, 24R8539 ;  
CHATHAM-KENT (the "Lands")

BETWEEN 1393382 ONTARIO LIMITED (the "Chargor") and FIRSTONTARIO CREDIT UNION LIMITED (the "Chargee");

The Chargor, having an unregistered estate, right, interest or equity in the Charge/Mortgage registered as No. CK129070 on March 2, 2017 (the "Charge") in favour of the Chargee in respect of the Lands, hereby applies for the entry of a Notice of Agreement amending the said Charge.

WHEREAS the Chargor did charge or mortgage the Lands to the Chargee pursuant to the Charge for securing the payment of principal money in the amount of ELEVEN MILLION DOLLARS (\$11,000,000.00) plus costs and interest at the time and in the manner set forth in the Charge.

AND WHEREAS the Chargor and the Chargee have agreed to vary certain terms of the Charge as hereinafter set out.

THIS DOCUMENT provides as follows:

1. For consideration now paid or given by each party to the other party, the receipt whereof is hereby acknowledged, the said parties agree that the Charge is hereby amended from and including the 13th day of February 2019 as follows:
  - (a) The Principal Amount secured by the Charge is amended to Fourteen Million Six Hundred Twenty Five Thousand Dollars (\$14,625,000.00).
2. In all other respects the parties hereto confirm the terms and conditions contained in the Charge.
3. Nothing herein contained shall create any merger or alter the rights of the Chargee as against any subsequent encumbrancer or other person interested in the said lands and not a party hereto liable to pay the principal money or the rights of any such person, all of which rights are hereby reserved.
4. It is hereby agreed that in construing these presents the words "Chargor" and "Chargee" and the personal pronoun "he", "his" or "him" relating thereto and used therewith, shall be read and construed as "Chargor or Chargors", "Chargee or Chargees", and "he", "she", "it" or "they", "his", "her", "its" or "their", and "him", "her", "it" or "them" respectively, as the

number and gender of the party or parties referred to in each case require and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees shall be equally secured to and exercisable by his, her, its, or heir heirs, executors, administrators and assigns, or successors and assigns as the case may be. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees shall be equally binding upon his, her, its or their heirs, executors, administrators and assigns, or successors and assigns as the case may be, and that all such covenants and liabilities and obligations shall be joint and several unless the Charge otherwise provides.

**LAND REGISTRATION REFORM ACT, 1984  
SET OF STANDARD CHARGE TERMS (COLLATERAL MORTGAGE)**

Filed by FirstOntario Credit Union Limited  
("Chargee")

Filing Date: July 25, 2000  
Filing Number: 200027

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The following set of standard charge terms shall be deemed to be included in every Charge in which the set is referred to by its filing number, as provided in Section 9 of the Act.

**Collateral Security**

1. The Charge shall, whether or not it secures a current or running account, be a general and continuing collateral security to the Chargee for payment of the indebtedness owing by the Chargor (the "Indebtedness") in an amount not exceeding the amount secured by this Charge and performance of the Chargor's other obligations under this Charge notwithstanding any fluctuation or change in the amount, nature or form of the Indebtedness or in the accounts relating thereto or in the bills of exchange, promissory notes and/or other obligations now or later held by the Chargee representing all or any part of the Indebtedness or in the names of the parties to such bills, notes and/or other obligations or that there is no Indebtedness outstanding at any particular times; and the Charge will not be deemed to have been redeemed or become void as a result of any such event or circumstances.

**No Set-Offs**

2. The Chargee shall be entitled to the principal monies and interest and all other amounts payable pursuant to the provisions hereof free from all equities, deductions rights or set-offs or counterclaims.

**Government Compliances**

3. The said Chargor doth release to the said Chargee all its claims upon the said lands subject to the said proviso. The Chargor covenants to observe all laws, by-laws, regulations and requirements of all government, governmental authorities and regulatory agencies relating to the charged premises or to the business of the Chargor.

**Advance of Mortgage Moneys**

4. The Chargor agrees that neither the preparation, execution nor registration of this Charge shall bind the Chargee to advance the money hereby secured, nor does the advance of a part of the monies hereby bind the Chargee to advance any unadvanced portion thereof, but nevertheless the estate hereby conveyed shall take effect forthwith upon the execution of these presents by the Chargor, and the cost of all proceedings taken in connection with this Charge, including (without limiting the generality of the foregoing) the expense of the negotiation of this Charge, examination of the title, preparing and registering this Charge and valuation, are to be secured hereby whether or not the whole or any part of the principal sum hereof is advanced, the same being hereby charged upon the said lands and shall be without demand therefore, payable forthwith upon execution of these presents by the Chargor with interest at the rate aforesaid, and in default

of payment thereof, the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

**Promise to Pay and Perform**

5. The Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Chargee in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfil and keep all the provisions, covenants, agreements and stipulations contained in the Charge. The Chargor will comply with all orders issued by regulatory authorities and all environmental laws, regulations, and ordinances. The Chargor will pay, as they fall due, all taxes, rates, assessments and penalties, whether municipal, local, parliamentary, judicial, or administrative, which now or may hereafter be imposed, charged or levied upon the lands or against the Chargor and when required, produce for the Chargee receipts evidencing payment of the same.

The Chargee shall have the right from time to time to estimate the amount of taxes on the charged lands and premises for each year and to require the Chargor to pay in each month, a specified portion of such estimated amount in addition to the monthly instalments stipulated in this Charge (if any); and the Chargor covenants and agrees when so required to pay to the Chargee in addition to the monthly instalments herein mentioned (if any) such specified portion of the said taxes with each of the twelve succeeding monthly instalments herein mentioned next falling due, and the Chargor shall also pay to the Chargee on demand the amount, if any, by which the actual taxes exceed such estimated amount. If the principal and interest are repayable on demand only, this amount on account of taxes shall be paid to the Chargee in each month on a day designated by the Chargee. If before any amount on account of taxes so paid to the Chargee shall have been applied against taxes, there shall be arrears in the payment of principal and/or interest due and payable under this Charge, the Chargee may apply such amount paid on account of taxes instead towards payment of the arrears of principal and/or interest. The Chargee is not obligated to pay interest to the Chargor on amounts paid to the Chargee on account of taxes for the period of time immediately preceding the date the amounts are applied against taxes.

If payment provisions in this Charge require the Chargor to make payments of principal and interest monthly, the Chargor and the Chargee may, from time to time, agree that payments of principal and interest (and any amount on account of taxes, if applicable) shall be made more frequently than monthly, in which case the Chargor shall comply with the terms of any such agreement instead of the payment provisions prescribed in this Charge.

If this Charge contains an interest adjustment date, the Chargor further covenants to pay, on such date, interest at the rate set forth in the Charge and all money advanced by the Chargee to the Chargor under the Charge, prior to such interest adjustment date.

**Inspection**

6. The Chargor agrees from time to time to supply to the Chargee forthwith upon demand therefor such information and documents as are within the Chargor's possession or under the Chargor's control regarding the said lands or any part thereof as the Chargee may demand and to permit the Chargee and any persons acting for the Chargee at all reasonable times to enter upon the said lands or any part thereof for the purpose of inspecting the said lands

or any part thereof and further agrees that the reasonable costs of every such inspection shall be a charge upon the said lands and shall be payable forthwith upon demand therefor and bear interest at the aforesaid rate, compounded monthly until paid.

#### Title

7. The Chargor covenants that the Chargor has a good title in fee simple to the said land; AND that the Chargor has the right to convey to the said Chargee; AND that the said Chargor will execute such further assurances of the said lands as may be requisite; AND that the Chargor will warrant and defend his/her/its title to the said lands and to every part thereof against the claims and demands of all persons whatsoever; AND that on default the Chargee shall have quiet possession of the said lands free from all encumbrances, and in such event shall have full power and authority to carry on in the name of the Chargor the business operations of the Chargor including the power to borrow money and to advance its own monies as it deems necessary and any money so advanced by the Chargee shall bear interest at the aforesaid rate and form a charge on the Charged premises in priority to this Charge.

#### Insurance

8. (a) The Chargor, does hereby covenant and agree that it shall keep all buildings whether now or hereafter to be erected on the said lands and that it will keep the buildings on the said lands constantly insured for the benefit of the Chargee against loss or damage for the amounts referred to in the Charge and referred to herein and shall maintain such other insurance for the full insurable value until the monies hereby secured are fully paid, and will assign, transfer and deliver all such insurance policies to the Chargee and deliver renewals therefor to the Chargee no later than one week in advance of the expiration of any such policies or renewal thereof, stamped "paid" by the agent or company issuing the same. In the event the Chargor shall, for any reason, fail to keep the said lands so insured or fail to deliver the policies of insurance to the Chargee, or fail to pay the premiums thereon, the Chargee, if it so elects, may have such insurance underwritten and pay the premiums thereon, and any premiums so paid shall be secured by this Charge and repaid by the Chargor in lawful money of Canada within ten days after the payment by the Chargee. In default thereof, the whole principal sum and interest and insurance premium with interest on such sum paid for insurance from the date of payment at the aforesaid rate may be and shall become due at the election of the Chargee, anything herein to the contrary notwithstanding; and should the Chargee by reason of any such insurance against loss as aforesaid receive any sum or sums of money, the amount thereof may be retained and applied by it toward payment of the amount hereby secured; provided however, that unless the amount received by the Chargee is applied expressly by it in reduction of the amount owing hereunder, the receipt by the Chargee of such proceeds shall not operate as payment of the Chargor's indebtedness hereunder; or, at the option of the Chargee, the same may be paid over, either wholly or in part, to the Chargor to enable it to

repair said buildings or to erect new buildings in their place or for any other purpose or object satisfactory to the Chargee without affecting the amount of this Charge for the full amount secured hereby before such loss or payment ever took place.

- (b) The Chargor shall insure the buildings (including all fixed improvements thereof and thereto) forming part of the Charged Premises against loss or damage by fire and also against loss or damage by or from such additional perils, risks or events including extended coverage, and in such amounts as the Chargee may require at any time and from time to time but in any event in an amount sufficient to cover the Chargee's interest, and, the Chargor shall insure against general liability of at least \$1,000,000.00 and against business interruption arising out of the business operations of the Chargor on the Charged Premises for an amount to cover the average of Six (6) months income on the property, and, if a steam boiler, pressure vessel or any other object generating steam or operated by steam or if an oil or gas burner or coal blower or stoker or if a sprinkler system shall be operated on the Charged Premises, the Chargor shall also insure against loss or damage by explosion of or caused by such boiler, vessel or other object and loss or damage caused by such burner, blower or stoker and such sprinkler system;
- (c) The Chargee may require any such insurance to be cancelled and new insurance to be effected in a company or companies named by the Chargee and also may without reference to the Chargor and without any obligation or liability to do so, effect or maintain any insurance herein provided for;
- (d) The Chargor shall, as and when required by the Chargee, deliver to the Chargee each policy of insurance;
- (e) Except as set out in paragraph 7 (a) herein, evidence of the renewal of every policy or insurance shall be left with the Chargee at least fifteen (15) days before the termination thereof or the Chargee may without any obligation or liability to so do provide therefor;
- (f) The Chargee shall have a lien for all moneys secured by this Charge on all such insurance whether effected under the foregoing provisions or not;
- (g) The Chargee may require that all or any portions of moneys received on any insurance be applied in discharge of any or all of the moneys hereby secured whether due or not or be used to fulfil any of the obligations contained herein on the part of the Chargor or as the Chargee may determine, or be used to replace or restore the Charged Premises to a condition satisfactory to the Chargee, or be released to the Chargor;
- (h) The Chargee is hereby irrevocably appointed by the Chargor as attorney of the Chargor to assign any policy of insurance in the event of the foreclosure of this Charge or other extinguishment of the indebtedness secured hereby;

- (i) Charge clauses, in a form approved by the Chargee, will be attached to all insurance policies; and
- (j) The foregoing provisions as to insurance shall apply to all buildings and fixtures whether now or hereafter forming part of the Charged Premises.

Remedies of Chargee on Default

9. (a) Provided that the Chargee on default of payment for at least **fifteen (15) days** may, on at least **thirty-five days' notice**, enter on and lease the said lands or, on default of payment for at least **fifteen (15) days**, may, on at least **thirty-five 35) days' notice**, sell the said lands. Such notice shall be given to such persons and in such manner and form and within such time as provided in The Mortgages Act, as amended. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable it is agreed that notice may be effectually given by leaving it with an adult person on the said lands, if occupied, or by placing it on the said lands if unoccupied or, at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at its last known address, or by publishing it once in a newspaper published in the county or district in which the lands are situate; and such notice shall be sufficient notwithstanding that any person to be affected thereby may be unknown, unascertained, or under disability.
- (b) Provided further, without prejudice to the statutory powers of the Chargee under the foregoing proviso, that in case default be made in the payment the said principal or interest or any part thereof of any sum of money that is, by the terms hereof, a charge upon the said lands and such default continues for two months after any payment of either principal or interest falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law.
- (c) And it is hereby further agreed that the Chargee may sell any of the said lands on such terms as to credit and otherwise as shall appear to it most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to the title or evidence or commencement of title or otherwise which it shall deem proper, and may terminate or vary any contract for the sale of the whole or any part of the said lands and re-sell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as it shall think

fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

- (d) The Chargor covenants to deliver to the Chargee forthwith upon demand therefor at any time after the power of sale has become exercisable, all deeds and documents in the Chargor's possession or power relating to the said lands, or to the title thereto, which the Chargee would have been entitled to demand and recover if the said lands had been conveyed, appointed, surrendered or assigned to and was then vested in the Chargee for all the estate and interest of the Chargor and of which the Chargor had power to dispose, and the Chargor agrees that if the legal estate is outstanding to a trustee, the Chargee, or any purchaser from it, the Chargee shall be entitled to call for a conveyance of the legal estate to the same extent as the Chargor could have called for such a conveyance if this Charge had not been made. The Chargor hereby appoints the Chargee the irrevocable attorney of the Chargor for the purpose of making the foregoing sale and executing such deed and other instruments as may be desirable to effect such sale.
- (e) Provided that the Chargee may distrain for arrears of interest.
- (f) Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.

#### Additional Fees

10. In addition to, and not in substitution for, all costs, charges and expenses for which the Chargor may be responsible hereunder, the Charger shall pay to the Chargee the following fees:

- (a) whenever any cheque or other document, including, without limitation, any pre-authorized debit instrument, is presented for payment of any principal, interest or other amount hereunder, and such cheque or other document is not honoured, the Chargor shall pay to the Chargee an NSF fee in the amount established from time to time by the Chargee;
- (b) whenever any amount payable by the Chargor hereunder is not paid when due, the Chargor shall pay to the Chargee a Collection Fee in respect of the Chargee's collection efforts, in the amount established from time to time by the Chargee;
- (c) whenever the Chargor is in default hereunder, the Chargor shall pay to the Chargee an Inspection Fee in the amount established from time to time by the Chargee in respect of each inspection of the lands made by or on behalf of the Chargee; and
- (d) whenever the Chargor is in default hereunder and the



Chargee decides to exercise its right to sell the lands or to have them sold, whether or not such rights are exercised in full, the Chargor shall pay to the Chargee an Administration Fee in the amount established from time to time by the Chargee (which fee may be a per diem rate) for overhead or administrative expenses associated therewith.

All the foregoing fees shall be payable on demand to the Chargee and shall be a charge on the said lands and shall be added to the principal and bear interest at the said rate and, in default of payment, the powers of sale herein given may be exercised.

#### Acceleration

11. (a) Provided that in default of the payment of the interest hereby secured the principal hereby secured shall become payable.
- (b) Provided that upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest shall immediately become due and payable at the option of the Chargee.
- (c) Provided that if any order shall be made or a resolution passed for the winding-up of the Chargor or if the Chargor shall go into liquidation either voluntarily or by order of a Court or if a petition shall be filed under the Bankruptcy Act by or against the Chargor or an assignment made by it or if an interim receiver is appointed under the Bankruptcy Act or if a receiver or manager or agent is appointed by or on behalf of a secured creditor of the Chargor privately or judicially or if an application is made under The Companies Creditors Arrangement Act or similar statute or if a proposal or an arrangement is made by the Chargor to its creditors under the Bankruptcy Act, or if the Chargor commits any act of bankruptcy, the balance of the principal and interest shall immediately become due and payable at the option of the Chargee.
- (d) Provided that any change in use of the property charged hereby from that set out in the Commitment without the written consent of the Chargee shall constitute a default under this Charge and the balance of the principal and interest shall immediately become due and payable at the option of the Chargee.

#### Waiver of Default

12. Provided that the Chargee may in writing at any time or times after default waive any default hereunder and such waiver shall be effective in accordance with its terms. Provided further that any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.

#### Release of Land by Chargee

13. And it is further agreed by and between the parties that the Chargee may, at its discretion, at all times release any part or parts of the said lands or any other security or any surety for the money hereby secured either with or without sufficient consideration therefor, without responsibility therefor, and without thereby releasing any part of the said lands or the Chargor or any other person from this Charge or from any of the covenants herein contained, it being agreed that every part or lot into which the said lands are or may hereafter be divided does and shall stand charged with the whole money hereby secured and no person shall have the right to require the Charge monies to be apportioned and the Chargee shall not be accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee.

#### Application of Payments

14. In case less than the total principal amount of this Charge becomes due and payable and is paid at any time prior to maturity, the principal amount so paid shall be credited against the principal instalments payable hereunder in inverse order of their maturity date, so that no credit shall be made against a principal instalment of a stated maturity date until credits have been made against all principal instalments of later maturity dates.

#### Repairs and Waste

15. Provided further that no sale or other dealings by the Chargor with the equity of redemption in the said lands or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any person liable for payment of the monies hereby secured. The Chargor covenants with the Chargee that it will keep the said lands and the buildings, erections and improvements thereon in good condition and repair according to the nature and description thereof respectively and will not commit or permit any act of waste on the said lands or remove, destroy or dispose of any of the said buildings or any of the chattels of a fixed or permanent nature now or hereafter situate on the said lands save and except that the Chargor may remove any such chattels if it replaces the same with a comparable chattel which shall forthwith become a part of the said lands. If the Chargor neglects to keep the said lands in good condition and repair, or commits or permits any act of waste on the said lands (as to which the Chargee shall be sole judge) or makes default as to any covenants or provisoes herein contained, the principal hereby secured shall at the option of the Chargee forthwith become due and payable, and in default of payment of same with interest as in the case of payment before maturity, the powers of entering upon and leasing or selling hereby given may be exercised and the Chargee may make such repairs as it deems necessary, and the cost thereof with interest thereon shall be a charge upon the said lands prior to all claims thereon subsequent to these presents.

#### Chargee's Costs

16. (a) It is hereby agreed between the parties hereto that if the Chargor shall be in default as to any of the covenants or provisoes herein contained the Chargee may

in its discretion perform any of the same capable of being performed by it but shall be under no obligation so to do and that all payments, costs, charges, expenses, and reasonable compensation payable to the Chargee which may be incurred in or attributable to such performance shall, with interest at the rate aforesaid, be a charge upon the said lands.

- (b) It is hereby further agreed that the Chargee may pay any liens, (without being obliged to enquire into the validity or priority of the same and without taking or defending any action or proceedings to determine the rights or priorities of any lien claimants to or under any such lien), rents, taxes, claims, charges or encumbrances, of any nature whatsoever upon the said lands and premises for insurance, and Charge or income tax imposed, or that may be imposed, on the Chargee in respect of the said lands or this Charge or the monies hereby secured, and the amount so paid together with all costs, charges, and expenses, including, without limiting the generality of the foregoing, costs as between solicitor and client, travelling expenses of the Chargee and all servants and agents of the Chargee and commissions on collections of rent, which may be incurred in taking, recovering and keeping possession of the said lands or in inspecting or managing the same and generally in any other proceedings, matter or things taken or done in connection with or to collect, protect or realize upon this security or any security collateral hereto, or to perfect the title of the said lands, shall be a charge on the said lands in favour of the Chargee and shall be payable forthwith by the Chargor to the Chargee with interest at the aforesaid rate until paid and in default the power of sale hereby given shall be exercisable in addition to all other remedies.
- (c) The Chargor covenants and agrees with the Chargee that in the event of default in the payment of any instalment or any other monies payable hereunder by the Chargor or on breach of any covenant, proviso or agreement herein contained after all or any part of the monies hereby secured have been advanced, the Chargee may, at such time or times as the Chargee may deem necessary and without the concurrence of any person, enter upon the said lands and may make such arrangement for completing the construction of, repairing or putting in order of any buildings or other improvements on the said lands or for inspecting, taking care of, leasing, collecting the rents and managing generally the said lands, as the Chargee may deem expedient and all reasonable costs, charges and expenses, including allowances for the time and service of any employee of the Chargee, or any other person appointed for the above purposes, shall be a charge upon the said lands, shall be payable forthwith upon demand therefor and shall bear interest at the aforesaid rate; compounded monthly until paid or may be added to the debt.
- (d) Provided also that upon the registration of any construction lien against the said lands, or in the event of any buildings being erected thereon being allowed to remain unfinished or without any work being done on them for a period of ten (10) days, the principal and interest hereby secured shall, at the

option of the Chargee, forthwith become due and payable.

Assignment of Leases

17. The Chargor hereby assigns, transfers and sets over unto the Chargee its successors and assigns, all leases on all or any part of the lands now existing or hereafter made and the full benefit and advantage thereof and all rents and monies thereby reserved or payable thereunder and hereafter to become due and owing provided that so long as the Chargor is not in default hereunder all such rents and monies shall continue to be paid to the Chargor. The Chargor covenants to give such further assurances as may be required by the Chargee to perfect the foregoing assignment and transfer.

Guarantee

18. The following provisions of this paragraph have force and effect only if a party signs this Charge as Guarantor.

The Guarantor, in consideration of such advance or advances as the Chargee may make under this Charge and in consideration of the sum of **ONE (\$1.00) DOLLAR** now paid to him by the Chargee, the receipt whereof is hereby acknowledged,

- (a) Hereby covenants and agrees with the Chargee, as principal debtor and not as surety, to well and truly pay or cause to be paid to the Chargee the principal money, interest, taxes and all other monies which the Chargor has by this Charge covenanted to pay to the Chargee or which are secured by this Charge or intended so to be secured, the said payments to be made on the days and times and in the manner provided for in this Charge;
- (b) Hereby further covenants and agrees to keep, observe and perform the covenants, terms, provisoes, stipulations and conditions of this Charge which are to be kept, observed and performed by the Chargor and at all times to indemnify, protect and save harmless the Chargee from all loss, costs and damage in respect of the advances of the Charge money and every matter and thing contained in this Charge;
- (c) Further agrees that the Chargee may from time to time without notice extend the time for payment of all monies secured by this Charge, amend the terms and times of payment and the rate of interest with respect to the said monies, refrain from enforcing payment of the said monies, release any portion or portions of the Charged premises and waive or vary any of the covenants and conditions in this Charge to be kept observed and performed by the Chargor and grant any indulgence to the Chargor in respect of any default by the Chargor which may arise under this Charge, and that notwithstanding any such act by the Chargee, the guarantor, shall be bound by the provisions of this Charge until all of the monies secured under this said Charge shall have been fully paid and satisfied;
- (d) Further acknowledges that the Chargee may at any time grant or refuse any additional credit to the Chargor, accept or release or renounce any collateral or other security, administer or otherwise deal with the land and premises described in this Charge, take an Assignment of the Rentals with respect to the said lands and premises and apply any and all monies at any time received from

the Chargor or from any other person or from the proceeds of any securities given in connection with this Charge in any manner the Chargee may deem appropriate. The Chargee may also utilize any and all insurance proceeds in reduction of the principal monies and interest secured by this Charge or for the refurbishing of the lands and premises or in any other manner that the Chargee may in its absolute discretion deem advisable;

- (e) Agrees that all of the matters mentioned herein may be performed by the Chargee without notice the Guarantor without releasing or in any modifying, altering, varying or in any way affecting the liability of the Guarantor, herein; and
- (f) Agrees that all of the covenants and agreements of the Guarantor contained herein shall be binding upon him and his respective successors and assigns and shall accrue to the benefit of the Chargee, its successors and assigns and that the Guarantor's liability as Guarantor, hereunder and the liability of its successors and assigns shall be joint and several.

#### Receiver

19. If the security hereby created shall become enforceable as herein provided and the Chargor shall have failed to pay the Chargee the amount declared to be due pursuant hereto, the Chargee may in its discretion, appoint a receiver or manager or receiver and manager of the property Charged hereby, or any part hereof, and may remove any receiver or manager or receiver and manager so appointed by it and appoint another in his stead, and the following provisions shall take effect:

- (a) Such appointment may be made at any time after the security shall have been enforceable and either before or after the Chargee shall have entered into or taken possession of the property Charged hereby or any part thereof but such appointment shall be revoked upon the direction in writing of the Chargee;
- (b) Every such receiver or manager or receiver and manager may be vested with all or any of the powers and discretion of the Chargee;
- (c) such receiver or manager or receiver and manager may carry on the business of the Chargor or any part thereof and may exercise all the powers conferred upon the Chargee under this Charge;
- (d) The Chargee may from time to time fix the remuneration of every such receiver or manager or receiver and manager provided that the remuneration shall be at existing commercial rates for such services and direct the payment thereof out of the property Charged hereby or the proceeds thereof;
- (e) The Chargee may, from time to time, require any such receiver or manager or receiver and manager to give security for the performance of his duties and may fix the nature and amount thereof, but it shall not be bound to require such security;
- (f) Every such receiver or manager or receiver and manager may, with the consent in writing of the Chargee, borrow money for the purpose of carrying on the business of the

Chargor or for the maintenance of the purposes approved by the Chargee and may issue certificates (herein called "Receiver's Certificates) for such sums as will in the opinion of Chargee be sufficient for obtaining upon the security of the property Charged hereby the amounts from time to time required, and such may be payable at such time or times as the Chargee may determine, and shall bear interest as shall therein be declared, and the receiver or manager or receiver and manager or the Chargee may sell, pledge or otherwise dispose of the same in such manner as the Chargee may deem advisable, and may pay such commission on the sale thereof as to the Chargee may appear reasonable, and in the name of and as attorneys for the Chargor may hypothecate, Charge, pledge, charge or otherwise grant security upon the whole or any part of the property Charged hereby, in priority over the security created hereunder, as security for the repayment of the moneys borrowed upon such Receiver's Certificates, and interest thereon which security may be granted either at the time of or subsequent to the borrowing of the said moneys, and the said moneys shall be secured by the security created hereby and shall be a first charge upon the property Charged hereby in priority to this Charge;

- (g) Save so far as otherwise directed by the Chargee, all moneys from time to time received by such receiver or manager or receiver and manager shall be paid over to the Chargee to be held by it on the trust of this Charge;
- (h) Every such receiver or manager or receiver and manager shall so far as concerns responsibility for his acts and omissions be deemed the agent of the Chargor and not of the Chargee.

#### Chargee Managing Business

20. In the event that the security hereby constituted shall become enforceable as herein provided, and the Chargor shall have failed to pay the Chargee the amounts declared to be due pursuant hereto, the Chargee may in its discretion by its officers, agents or attorneys, enter into and upon and take possession of all or any part of the property Charged hereby, with full power to carry on, manage and conduct the business operations of the Chargor, including the power to borrow moneys or advance its own moneys for the purpose of such business operations, the maintenance and preservation of the property charged hereby or any part thereof, the payment of taxes, wages and other charges ranking in priority to this Charge and current operating expenses incurred not more than sixty (60) days prior to such taking of possession (and moneys so borrowed or advanced shall be repaid by the Chargor on demand and until repaid shall, with interest thereon at the aforesaid rate, form a charge upon the property charged hereby in priority to this Charge) and to receive the revenues, incomes, issues, and profits of the property charged hereby and pay therefrom all its expenses, charged and advances in carrying on the said business operations or otherwise, and all taxes, assessments and other charges against the property Charged hereby ranking in priority to this Charge, or payment of which may be necessary to preserve the property Charged hereby together with interest thereon, and to apply the remainder of the moneys so received, first in payment of principal and then in payment of interest due and unpaid and interest thereon: Provided that the Chargee shall, if it waives all events of default hereunder, restore the said property and business to the Chargor, and pay to

it any balance of income so received after such payment of all amounts due to the Chargor, the security hereby constituted shall no longer be deemed to have become enforceable by reason of the events of default which theretofore existed, but the rights which may arise upon a subsequent event of default shall not be affected thereby.

#### Non-Merger

21. The Chargor covenants and agrees to and with the Chargee that in case of any foreclosure proceedings or other proceedings to enforce the security hereby created, judgment may be entered against it in favour of the Chargee for any amount which may remain due in respect of this Charge and the interest thereon after the application of the payment of the proceeds of any sale of the said lands or any part thereof. Neither the taking of any judgment nor the exercise of any power or seizure of sale shall operate to extinguish the liabilities of the Chargor to make payment of the principal sum hereby secured or interest thereon; nor shall the same operate as a merger of any covenant herein contained or affect the right of the Chargee to interest at the rate hereinbefore specified; nor shall the acceptance of any payment or other security operate as payment or novation of the Chargor's indebtedness under this Charge or as a reduction of the charges and pledges hereby created, notwithstanding any law, usage or custom to the contrary, and it is further agreed that the taking of a judgment or judgments under provision of the covenants herein contained shall not operate as a merger of the said covenants or affect the Chargee's right to interest at the rate and time as herein provided. No remedy herein conferred upon or reserved to the Chargee is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now existing or hereafter to exist at law or in equity or by statute.

#### Dealing with Other Security

22. The security hereby constituted is in addition to and not in substitution for any other security for the monies secured hereby now or hereafter held by the Chargee. The taking of any action or proceedings or refraining from so doing or any other dealings with any other security for the money secured hereby or the release or reconveyance of any such security or any part thereof to the person giving such security shall not release or affect the charge created by this Charge and the taking of the security hereby created shall not release or affect any other security held by the Chargee for the repayment of the monies hereby secured. The Chargee is at liberty to take any action or proceedings separately or simultaneously with regard to this security, any additional security or any collateral security.

#### Prior Mortgage

23. If the Charge should, at any time, be subject to any prior Mortgage, charge, agreement for sale or other encumbrance (in this paragraph called the "Prior Mortgage"), the Chargor will pay or caused to be paid as they become due all payments whether for principal, interest, taxes or otherwise under or by virtue of the Prior Mortgage and will otherwise observe, perform and comply with the covenant, provisions and agreements therein contained. Any default thereunder shall be deemed to be a default under this Charge and shall entitle the Chargee to exercise any and all remedies available to the Chargee in the event of default under the Charge. The Chargee may at its option make any payment or cure any default under the Prior Mortgage, and any such payment or cost incurred by the Chargee in curing such default

shall be added to the Principal Sum and shall bear interest at the rate aforesaid and shall be payable forthwith by the Chargor to the Chargee, and shall be secured by the Charge.

#### Demolition and Alterations

24. The Chargor shall not demolish all or any part of the buildings or fixed improvements forming part of the Lands without the prior written consent of the Chargee and the Chargor will not proceed with any substantial alteration, remodelling or rebuilding of or addition to any buildings or change in use of the premises without the prior written consent of the Chargee.

#### Expropriation

25. If the lands or any part thereof shall be expropriated by any government, authority or corporation clothed with the powers of expropriation, all moneys payable in respect of such expropriation shall be paid to the Chargee and, if received by the Chargor, shall be received in trust for the Chargee and forthwith paid over to the Chargee. Such moneys shall, at the option of the Chargee, be applied against the indebtedness secured by the Charge or such part thereof as the Chargee may determine.

#### Extensions

26. Provided that the Charge may be renewed by any agreement in writing at maturity for any term with or without an increased interest rate notwithstanding that there may be subsequent encumbrances; and it shall not be necessary to register any such agreement in order to retain priority for the Charge so altered over any instrument registered subsequently to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.

#### Discharge of Charge

27. Upon payment of the Principal Sum, interest and all other amounts payable by the Chargor under the charge (otherwise than by reason of this paragraph) or at any time when there is no indebtedness or liability of the Chargor to the Chargee, the Chargor may request in writing a discharge or an assignment of the Charge and upon payment of all legal and other expenses incurred by the Chargee for the preparation, execution and delivery of such discharge or assignment of the Charge (including the Chargee's usual fee for providing such services) the Chargee shall deliver such document to the Chargor. All such expenses are secured by this Charge.

#### Fixtures

28. The Chargor agrees that all furnaces, boilers, tanks, oil and gas burners, stokers, blowers, water heaters, television antennae, electric light fixtures, sprinklers, machinery, motors, window blinds, screen doors and windows, storm doors and windows, air conditioning, ventilating, electrical, plumbing, cooling, lighting, heating, cooking and refrigeration equipment, and all apparatus and equipment appurtenant thereto now or hereafter placed or installed upon the Lands shall, for all purposes of this



Charge, be fixtures and an accession to the freehold and form part of the realty, whether or not affixed in law to the Lands.

Notice

29. All payments, notices, demands, requests, approvals and consents which may be or are required to be given by either party to the other herein, shall be in writing and delivered or sent by prepaid registered mail to the parties at their respective addresses. Unless notice of change of address shall be given by either party to the other, their respective addresses shall be:

If to the Chargor, to him, her, it or they at:

The Chargor's address for service contained in Box 13 to the Charge/Mortgage of Land

If to the Chargee, to it at:

FIRSTONTARIO CREDIT UNION LIMITED  
148 Niagara Street, P.O. Box 982,  
St. Catharines, Ontario  
L2R 6Z4

and if any such payment, notice, demand, request, approval or consent is sent by prepaid registered mail, it shall be deemed to have been given on the third business day following the mailing thereof and if personally served shall be deemed to have been given on the date it was personally served.

Post-Dated Cheques

30. The Chargor shall make payment of each monthly instalment by way of a post-dated cheque. The Chargor shall deliver at the inception of this Charge twelve (12) post-dated cheques for the first twelve (12) monthly instalments payable hereunder, and shall deliver another series of twelve (12) post-dated cheques on the anniversary dates of this Charge for the remainder of the monthly instalments payable hereunder unless the Chargee agrees to waive this requirement.

Assumption of Charge

31. The Chargor covenants and agrees with the Chargee that in the event of the Chargor selling, conveying, transferring or entering into an agreement for sale or of transfer of title of the property hereby charged to a purchaser or transferee not approved of in writing by the Chargee, which approval shall not unreasonably be withheld, all monies hereby secured together with accrued interest thereon and any applicable bonus on prepayment shall, at the option of the Chargee, forthwith become due and payable.

**Environmental Provisions**

32. The Provisions of this Section 31, to the extent they are inconsistent with any other provisions of this Charge, shall prevail over any such other provisions:

1. **Definition of Hazardous Material**

"Hazardous Material" means any contaminant, pollutant or waste and any substance that when released into the natural environment is likely to cause at some immediate or future time, material harm or degradation to the natural environment or material risk to human health and without restricting the generality of the foregoing, includes any contaminant, pollutant, waste, hazardous waste or dangerous goods as defined by applicable federal, provincial or municipal laws or regulations enacted for the protection of the natural environment or human health.

2. **Representations and Warranties**

The Chargor represents and warrants that as of the date hereof:

- (a) Neither the Chargor, nor, to its knowledge, any other person, has ever caused or permitted any Hazardous Material to be disposed of, placed, or stored on, in, into, under or through the charged premises or any part thereof;
- (b) Its businesses and assets are operated in compliance with applicable laws, regulations, licences and permits respecting the protection of the natural environment or human health (including, without limitation federal, provincial and municipal laws and regulations respecting the removal and disposal of asbestos and the discharge, deposit, emission, leakage, spill or disposal of any Hazardous Material (all such laws, regulations, licences and permits hereinafter referred to as "Environmental Laws");
- (c) No enforcement or civil action in respect of any Environmental Law or liability related to an environmental matter is threatened or pending and the Chargor knows of no circumstances that may give rise to such actions in the future; and
- (d) The Chargor has not received nor is subject to any notices or orders for violations of Environmental Laws or any claims or demands for remedial action or damages based upon any Environmental Laws and the Chargor knows of no circumstances that may give rise to such actions in the future.

3. **Survival of Representations and Warranties**

The representations and warranties made above shall be deemed to be repeated as of the date of each advance under this Charge and shall survive the execution and delivery of this Charge and shall continue in full force and effect until all sums owing hereunder are paid in full, notwithstanding any investigation made at any time by or on behalf of the Chargee, provided that the Chargee may, at its discretion, waive any representation and warranty at any time. The Chargor shall notify the Chargee of any change to the representations and warranties set out above and the Chargee may, at its sole discretion, from time to time accept any such changes thereto of which it shall have been notified in writing by the Chargor or waive or vary the requirements for any of the representations and warranties set out above or any part of any

representation or warranty, but the Chargee shall have no obligation to do so.

4. Further Covenants of Chargor

- (a) The Chargor shall use or cause to be used the charged premises in compliance with all Environmental Laws.
- (b) The Chargor authorizes the Chargee to have access to the charged premises to conduct environmental inspections and to conduct all sampling and testing connected therewith.
- (c) The Chargor authorizes the Chargee to make good faith inquiries with federal, provincial and municipal governmental agencies respecting environmental matters.
- (d) The Chargor shall notify the Chargee of any change in use of the charged premises and any material change to production processes resulting in alteration to the discharge of contaminants, generation of wastes or to the presence of Hazardous Materials on the charged premises.
- (e) The Chargor shall, at the Chargee's request, provide the Chargee with a compliance certificate prior to each advance certifying compliance with all representations and warranties.
- (f) If the Chargor:
  - (i) receives notice that any violation of any Environmental Law or regulation may have been committed or is about to be committed by the Chargor;
  - (ii) receives notice that any administrative or judicial complaint or order has been filed or is about to be filed against the Chargor alleging violations of any Environmental Law or regulation or requiring the Chargor to take any action in connection with the release of any Hazardous Material; or
  - (iii) receives any notice from a federal, provincial or municipal government agency or private party alleging that the Chargor may be liable or responsible for costs associated with a response to or clean up of any Hazardous Material or any damages caused thereby;

then the Chargor shall provide the Chargee with a copy of such notice within fifteen (15) days of the Chargor's receipt thereof. The Chargee may, at its option, but without any obligation so to do, take any action necessary to remedy any such violation or to comply with any such complaint or order or to undertake any such response or clean up, and any amounts paid as a result of such action shall be immediately due and payable by the Chargor and shall be a charge upon the said lands and shall bear interest in accordance with the provisions of this Charge. Within fifteen (15) days of the Chargor having learned of the enactment or promulgation of any Environmental Law or regulation which may result in any material adverse change in the condition, financial or otherwise, of the Chargor, the Chargor shall provide the Chargee with notice thereof.

5. Indemnity re Hazardous Materials

The Chargor hereby indemnifies the Chargee, its officers, directors, employees, agents and its shareholders and agrees to

hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses and claims of any and every kind whatsoever, (including, without limitation:

- (a) the costs of defending and/or counterclaiming, cross-claiming or claiming over against third parties in respect of any action or matter; and
- (b) any costs, liabilities or damages arising out of a settlement of any action entered into by the Chargee with the consent of the Chargor which consent shall not be unreasonably withheld or delayed);

which at any time or from time to time may be paid, incurred or asserted against any of them for, with respect to, or as a direct result of, the presence on or under, or the discharge, deposit emission, leakage, spill or disposal from, the charged premises or into or upon any land, the atmosphere, or a watercourse, body of water or wetland, of any Hazardous Material; and furthermore, if the Chargee or its agents or any receiver, manager, receiver-manager, liquidator or similar person takes possession of any of the charged premises or any improvements thereon or any equipment owned by the Chargor or used by it in connection with the operation of its business (the "Equipment"), or commences proceedings with respect to any of the charged premises any improvements thereon or any Equipment, the Chargor hereby indemnifies and agrees to save harmless each such person in the manner set out above except insofar as the losses referred to above are solely attributable to the acts of such person, it being understood that the indemnifications and agreements of the Chargor set out in this provision shall survive the satisfaction and release of any document providing a security interest in the charged premises or any improvements thereon or any Equipment and the payment and satisfaction of any indebtedness hereunder; it being the intention that such indemnifications and agreements shall continue in full force and effect so long as the possibility of any such losses, liabilities, damages, costs, expenses or claims exists.

#### Interpretation

33. (a) Provided and it is hereby agreed that in construing these presents the words "Chargor" and "Chargee" shall be read and construed as "Chargor or "Chargors". "Chargee or Chargees", respectively as the number of the party or parties referred to each case require and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted; and that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, their administrators, successors and assigns; and that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be binding upon and enure to the benefit of the parties hereto and their respective administrators, successors and assigns, and all such covenants and liabilities and obligations shall be joint and several.
- (b) The paragraph headings in these Standard Charge Terms

are deemed not to form part of the Charge and have been inserted for convenience of reference only.

- (c) "lands", where referred to herein, shall mean the lands described in the Charge, unless the context requires otherwise.
- (d) Except where otherwise stated, this Charge and everything herein contained shall extend to and bind and enure to the benefit of the respective heirs, executors, administrators, successors in office, successors and assigns, as the case may be, of each and every of the parties hereto, and where there is more than one Chargor or Guarantor or there is a female party or corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary, and all covenants shall be deemed to be joint and several.
- (e) If any provision of this Charge is illegal or unenforceable it shall be considered separate and severable from the remaining provisions of this Charge which shall remain in force and be binding as though such provision had never been included.
- (f) All of the provisions of this Charge on the part of the Chargor to be performed and observed shall be deemed to be covenants and agreements on the part of the Chargor in favour of the Chargee.
- (g) The Chargor covenants to observe and perform all covenants, provisoes and conditions herein contained on its part to be observed or performed.
- (h) If any of the forms of words contained herein are also contained in Column One of Schedule B of the Short Forms of Mortgages Act R.S.O. 1990, and distinguished by a number therein, this charge shall be deemed to include and shall have the same effect as if it contained the form of words in Column Two of Schedule B of the said Act distinguished by the same number, and this charge shall be interpreted as if the Short Forms of Mortgages Act were still in full force and effect. The implied covenants deemed to be included in a Charge under subsection 7 (1) of the Land Registration Reform Act, R.S.O. 1990 shall be and are hereby expressly excluded from the terms of this Charge.

#### Additional Provisions

- 34. (a) This Charge is not a building mortgage, within the meaning of the Construction Lien Act, R.S.O. 1990 and the funds to be advanced by the Chargee are not being used to repay a building mortgage.
- (b) In the event the Chargor shall cease to be a member in good standing of the Chargee, the Chargee may, in its sole discretion and at any time following the said cessation of membership require the Chargor to pay, within three (3) months following said demand, the balance of the principal sum together with interest owing hereunder; and the interest rate applicable at the time of demand by the Chargee shall continue to be charged against the outstanding indebtedness to the Chargee until payment in full is

made by the Chargor.

35. The Chargor covenants and agrees to ensure that the property charged herein will remain free and clear of all encumbrances, liens, mortgages, charges, personal property security interests and financing save and except for the within charge throughout the term of this charge and any renewal or renewals thereof except those in writing approved by the Chargee.

Acknowledgement of Receipt

I/We the undersigned, hereby acknowledge receipt of a true copy of these Standard Charge Terms, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

Witness

\_\_\_\_\_  
(Chargor)

\_\_\_\_\_  
(Chargor)

\_\_\_\_\_  
(Guarantor)

\_\_\_\_\_  
(Guarantor)

This is Exhibit B referred to in the  
affidavit of Virginia Sekmidis  
sworn before me, this 2<sup>nd</sup>  
day of December 2019  
[Signature]  
A COMMISSIONER FOR TAKING AFFIDAVITS

Erin Frances O'Rourke, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires August 16, 2022.

## ASSIGNMENT OF RENTS

---

THIS ASSIGNMENT dated February 28, 2017

BETWEEN:

1393382 ONTARIO LIMITED

(the "Assignor")

AND:

FIRSTONTARIO CREDIT UNION LIMITED

(the "FirstOntario")

WHEREAS:

- A. By a Mortgage made between the Assignor and FirstOntario, which Mortgage is dated FEB 28, 2017, and was registered in the Kent Land Registry Office No. 24 on the 2nd day of MARCH, 2017 as No. CK129070, (hereinafter called the "Mortgage") the Assignor did grant and mortgage unto the FirstOntario the lands and premises in the City of Chatham, in the Province of Ontario and legally described as follows:

PT LT 18, CON A, RALEIGH, AS IN 477708, TOGETHER WITH EASEMENT AS IN CK32321 OVER PART OF LOT 18, CON. A, RALEIGH, DESIGNATED AS PART 1, 24R8539; CHATHAM-KENT

(the "Lands and Premises")

to secure payment of \$11,000,000.00 and interest thereon as therein set forth;

- B. The Assignor has agreed to assign to the FirstOntario all rents and other monies now due and payable or hereafter to become due and payable under every existing and future lease of and Agreement to Lease the whole or any portion of the Lands and Premises as a further security for the payment of the principal sum and interest secured by the Mortgage and for the performance of the covenants in the Mortgage contained;

NOW THEREFORE in consideration of the premises, the sum of One Dollar (\$1.00) now paid by the FirstOntario to the Assignor, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Assignor), the parties hereto covenant and agree as follows:

1. The Assignor does hereby assign and set over unto the FirstOntario as security for the said principal and interest secured by the Mortgage and for the performance of the covenants in the Mortgage contained all rents and other monies now due and payable or hereafter to become due and payable under every existing and future Lease of and Agreement to Lease the whole or any portion of the Lands and Premises (hereinafter called the "Leases"), together with the benefit of all covenants, agreements and provisoes contained in the Leases with full power and authority to demand, collect, sue for, recover, receive and give receipts for the rents and to enforce payment thereof in the name of the Assignor, its successors and assigns.
2. Nothing herein contained shall be deemed to have the effect of making the FirstOntario responsible for the collection of any rents and other monies now due and payable or to become due and payable, or for the performance of any covenants, terms and conditions either by the lessor or by the lessee contained or to be contained in the Leases and the FirstOntario shall not, by virtue of this Assignment, be deemed a Mortgagee in possession of the Lands and Premises or any part thereof.
3. The FirstOntario shall be liable to account for only such monies as shall actually come into its hands by virtue of this Assignment, less collection charges, exigible taxes and costs (including solicitor and client costs). Such monies when so received by the FirstOntario shall be applied on account of the monies from time to time due under the Mortgage and any renewal or extension thereof, or under any agreement collateral thereto.
4. The said rents and other monies now due and payable or hereafter to become due and payable hereunder and other benefits hereby assigned or to be assigned to the FirstOntario are being taken as collateral security only for the due payment of any sum due under the Mortgage or any renewal or extension thereof or of any Mortgage taken in substitution therefor, either wholly or in part, and none of the rights or remedies of the FirstOntario under the Mortgage shall be delayed or in any way prejudiced by these presents.



5. Notwithstanding any variation of the terms of the Mortgage or any agreement or arrangement with the Assignor or any extension of time for payment or any release of part or parts of the Lands and Premises, or of any collateral security, the said rents and monies now due and payable or hereafter to become due and payable hereunder and other benefits hereby assigned or to be assigned shall continue as collateral security until the whole of the monies secured by the Mortgage shall be fully paid and satisfied.
6. The Assignor covenants and agrees from time to time and at all times hereafter, at the request of the FirstOntario, to execute and deliver at the expense of the Assignor such further assurances for the better and more perfectly assigning to the FirstOntario all rents and monies now due and payable or hereafter to become payable hereunder, as the FirstOntario shall reasonably advise.
7. Until default shall have been made in the payment of any installment of principal or of interest as provided in the Mortgage or any renewal or extension thereof or until the breach of any covenants contained in the Mortgage, the Assignor shall be entitled to receive all rents or monies payable under the Leases and shall not be liable to account therefor to the FirstOntario, but immediately upon default in payment of either the principal or interest under the Mortgage, or upon a breach on the part of the Assignor of any of the covenants contained in the Mortgage, and so often as either may occur, the FirstOntario upon notice to the lessee or to any person or persons liable for payment of any rents or monies under the Leases, shall be entitled to all such rents or monies falling due subsequent to the date of service of such notice.
8. Notwithstanding this Assignment, the Assignor shall be solely responsible for performing and complying with all the lessor's covenants and other obligations under the terms of the Leases and shall perform, according to the true intent and meaning thereof, all such the covenants and obligations contained in the Leases so that the rights and remedies of the FirstOntario shall not be in any way delayed or prejudiced.
9. The FirstOntario may, but shall not be bound to, institute proceedings for the purpose of enforcing any Leases or collecting the rents or for the purpose of preserving any rights of the FirstOntario, the Assignor or any other person, firm or corporation in respect of the same.
10. The FirstOntario may waive any default or breach of covenant and shall not be bound to serve any notice as hereinbefore set forth upon the happening of any default or breach of covenant, but any such waiver shall not extend to any subsequent default or breach of covenant.
11. This Agreement shall enure to and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF** the Assignor has hereunto set his hand and seal or has affixed its corporate seal duly attested by the hand(s) of its proper officer(s) in that behalf, on the day and year first above written.

**1393382 ONTARIO LIMITED**

PER:



\_\_\_\_\_  
Name: Sarbjit Singh Dhillon  
Title: President

PER:



\_\_\_\_\_  
Name: Mandhir Singh Dhillon  
Title: Secretary-Treasurer

I/We have the authority to bind the Corporation

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

**Properties**

**PIN** 00877 - 0040 LT  
**Description** PT LT 18, CON A, RALEIGH, AS IN 477708, TOGETHER WITH EASEMENT AS IN CK32321 OVER PART OF LOT 18, CON. A, RALEIGH, DESIGNATED AS PART 1, 24R8539 ; CHATHAM-KENT  
**Address** CHATHAM

**Applicant(s)**

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

**Name** 1393382 ONTARIO LIMITED  
**Address for Service** 60 Rose Avenue,  
 Tilbury, ON  
 N0P 2L0

I, SARBJIT SINGH DHILLON, President and I, MANDHIR SINGH DHILLON, Secretary-Treasurer, have the authority to bind the corporation.

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

| <b>Party To(s)</b> | <b>Capacity</b> | <b>Share</b> |
|--------------------|-----------------|--------------|
|--------------------|-----------------|--------------|

|                            |  |
|----------------------------|--|
| <b>Name</b>                | FIRSTONTARIO CREDIT UNION LIMITED                    |
| <b>Address for Service</b> | 4021 Upper Middle Road,<br>Burlington, ON<br>L7R 3X5 |

**Statements**

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

This notice may be deleted by the Land Registrar when the registered instrument, CK129070 registered on 2017/03/02 to which this notice relates is deleted

Schedule: See Schedules

This document relates to registration number(s)CK129070

**Signed By**

|                        |  |                            |        |            |
|------------------------|--|----------------------------|--------|------------|
| Denise Patricia Kocsis | 1 James Street South, 14 th floor,<br>PO Box 926 Depo<br>Hamilton<br>L8N 3P9 | acting for<br>Applicant(s) | Signed | 2017 03 02 |
| Tel                    | 905-523-1333   |                            |        |            |
| Fax                    | 905-523-5878   |                            |        |            |

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

|                        |  |                           |        |            |
|------------------------|--|---------------------------|--------|------------|
| Denise Patricia Kocsis | 1 James Street South, 14 th floor,<br>PO Box 926 Depo<br>Hamilton<br>L8N 3P9 | acting for<br>Party To(s) | Signed | 2017 03 02 |
| Tel                    | 905-523-1333   |                           |        |            |
| Fax                    | 905-523-5878   |                           |        |            |

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

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

yyyy mm dd Page 2 of 2

**Submitted By**

SCARFONE HAWKINS LLP

1 James Street South, 14 th floor,  
PO Box 926 Depo  
Hamilton  
L8N 3P9

2017 03 02

Tel 905-523-1333

Fax 905-523-5878

**Fees/Taxes/Payment**

Statutory Registration Fee \$63.35

Total Paid \$63.35

**File Number**

Party To Client File Number : 16R2395

**ASSIGNMENT OF RENTS**

THIS ASSIGNMENT dated February 28, 2017

BETWEEN:

1393382 ONTARIO LIMITED  
(the "Assignor")

AND:

FIRSTONTARIO CREDIT UNION LIMITED  
(the "FirstOntario")

WHEREAS:

A. By a Mortgage made between the Assignor and FirstOntario, which Mortgage is dated Feb 28, 2017, and was registered in the Kent Land Registry Office No. 24 on the 2nd day of March, 2017 as No. 64129070 (hereinafter called the "Mortgage") the Assignor did grant and mortgage unto the FirstOntario the lands and premises in the City of Chatham, in the Province of Ontario and legally described as follows:

PT LT 18, CON A, RALEIGH, AS IN 477708, TOGETHER WITH EASEMENT AS IN CK32321 OVER PART OF LOT 18, CON. A, RALEIGH, DESIGNATED AS PART 1, 24R8539; CHATHAM-KENT

(the "Lands and Premises")

to secure payment of \$11,000,000.00 and interest thereon as therein set forth;

B. The Assignor has agreed to assign to the FirstOntario all rents and other monies now due and payable or hereafter to become due and payable under every existing and future lease of and Agreement to Lease the whole or any portion of the Lands and Premises as a further security for the payment of the principal sum and interest secured by the Mortgage and for the performance of the covenants in the Mortgage contained;

NOW THEREFORE in consideration of the premises, the sum of One Dollar (\$1.00) now paid by the FirstOntario to the Assignor, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Assignor), the parties hereto covenant and agree as follows:

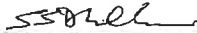
1. The Assignor does hereby assign and set over unto the FirstOntario as security for the said principal and interest secured by the Mortgage and for the performance of the covenants in the Mortgage contained, all rents and other monies now due and payable or hereafter to become due and payable under every existing and future Lease of and Agreement to Lease the whole or any portion of the Lands and Premises (hereinafter called the "Leases"), together with the benefit of all covenants, agreements and provisions contained in the Leases with full power and authority to demand, collect, sue for, recover, receive and give receipts for the rents and to enforce payment thereof in the name of the Assignor, its successors and assigns.
2. Nothing herein contained shall be deemed to have the effect of making the FirstOntario responsible for the collection of any rents and other monies now due and payable or to become due and payable, or for the performance of any covenants, terms and conditions either by the lessor or by the lessee contained or to be contained in the Leases and the FirstOntario shall not, by virtue of this Assignment, be deemed a Mortgagee in possession of the Lands and Premises or any part thereof.
3. The FirstOntario shall be liable to account for only such monies as shall actually come into its hands by virtue of this Assignment, less collection charges, exigible taxes and costs (including solicitor and client costs). Such monies when so received by the FirstOntario shall be applied on account of the monies from time to time due under the Mortgage and any renewal or extension thereof, or under any agreement collateral thereto.
4. The said rents and other monies now due and payable or hereafter to become due and payable hereunder and other benefits hereby assigned or to be assigned to the FirstOntario are being taken as collateral security only for the due payment of any sum due under the Mortgage or any renewal or extension thereof or of any Mortgage taken in substitution therefor, either wholly or in part, and none of the rights or remedies of the FirstOntario under the Mortgage shall be delayed or in any way prejudiced by these presents.

5. Notwithstanding any variation of the terms of the Mortgage or any agreement or arrangement with the Assignor or any extension of time for payment or any release of part or parts of the Lands and Premises, or of any collateral security, the said rents and monies now due and payable or hereafter to become due and payable hereunder and other benefits hereby assigned or to be assigned shall continue as collateral security until the whole of the monies secured by the Mortgage shall be fully paid and satisfied.
6. The Assignor covenants and agrees from time to time and at all times hereafter, at the request of the FirstOntario, to execute and deliver at the expense of the Assignor such further assurances for the better and more perfectly assigning to the FirstOntario all rents and monies now due and payable or hereafter to become payable hereunder, as the FirstOntario shall reasonably advise.
7. Until default shall have been made in the payment of any installment of principal or of interest as provided in the Mortgage or any renewal or extension thereof or until the breach of any covenants contained in the Mortgage, the Assignor shall be entitled to receive all rents or monies payable under the Leases and shall not be liable to account therefor to the FirstOntario, but immediately upon default in payment of either the principal or interest under the Mortgage, or upon a breach on the part of the Assignor of any of the covenants contained in the Mortgage, and so often as either may occur, the FirstOntario upon notice to the lessee or to any person or persons liable for payment of any rents or monies under the Leases, shall be entitled to all such rents or monies falling due subsequent to the date of service of such notice.
8. Notwithstanding this Assignment, the Assignor shall be solely responsible for performing and complying with all the lessor's covenants and other obligations under the terms of the Leases and shall perform, according to the true intent and meaning thereof, all such the covenants and obligations contained in the Leases so that the rights and remedies of the FirstOntario shall not be in any way delayed or prejudiced.
9. The FirstOntario may, but shall not be bound to, institute proceedings for the purpose of enforcing any Leases or collecting the rents or for the purpose of preserving any rights of the FirstOntario, the Assignor or any other person, firm or corporation in respect of the same.
10. The FirstOntario may waive any default or breach of covenant and shall not be bound to serve any notice as hereinbefore set forth upon the happening of any default or breach of covenant, but any such waiver shall not extend to any subsequent default or breach of covenant.
11. This Agreement shall enure to and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Assignor has hereunto set his hand and seal or has affixed its corporate seal duly attested by the hand(s) of its proper officer(s) in that behalf, on the day and year first above written.

1393382 ONTARIO LIMITED

PER:




Name: Sarbjit Singh Dhillon  
Title: President

PER:



Name: Mandha Singh Dhillon  
Title: Secretary-Treasurer

I/We have the authority to bind the Corporation

This is Exhibit C referred to in the  
affidavit of Virginia Selimide  
sworn before me, this 2<sup>nd</sup>  
day of December 2019  
  
A COMMISSIONER FOR TAKING AFFIDAVITS

Erin Frances O'Rourke, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires August 16, 2022.

**BUSINESS LOAN  
GENERAL SECURITY AGREEMENT**

To: FIRSTONTARIO CREDIT UNION LIMITED (hereinafter called "Credit Union")

I/WE.....1393382 ONTARIO LIMITED.....  
(Hereinafter called the "Assignor")

hereby mortgages, charges and assigns to the Credit Union, as a general and continuing collateral security for payment of all existing and future indebtedness and liability of the Assignor and whosoever and howsoever incurred and any ultimate unpaid balance thereof, all property of the kinds described in paragraph 2 below of which the Assignor is now or may hereafter become the owner.

**1. DEFINITIONS**

In this Agreement,

- (a) "PPSA" means the Personal Property Security Act (Ontario), and any Act that may be substituted therefor, as from time to time amended.
- (b) "Receivables" means all debts, accounts, claims, moneys and choses in action now due or hereafter to become due or owing to the Assignor, or any one of them.
- (c) "Inventory" means all goods now or hereafter forming part of the inventory of the Assignor or any one or more of them, including, without limiting the generality of the foregoing, goods held for sale or lease; goods furnished or to be furnished under contracts of service; goods which are raw materials or work in progress; goods used in or procured for packing; materials used or consumed in the business of the Assignor; emblements; growing crops that become such within one year after the execution of this agreement; timber to be cut; oil, gas and other minerals to be extracted; and goods described in paragraph 9 below.
- (d) "Equipment" means all goods, exclusive of inventory or consumer goods, now or hereafter owned by the Assignor or any one or more of them, which are used or are intended for use in or about the business conducted by the Assignor or in the places referred to in paragraph 8 and including, without limiting the generality of the foregoing, machinery; fixtures; furniture; plant; vehicles of any sort or description; the property described in paragraph 10 below; and all accessories installed in or affixed, attached or appertaining to any of the foregoing.
- (e) "Documents of Title" shall have the meaning ascribed to it in the PPSA and shall include, without limiting the generality of the foregoing, all warehouse receipts and bills of lading whether negotiable or not.
- (f) "Chattel Paper", "goods" and "instrument" shall have the meanings respectively ascribed to them in the PPSA.

**2. SECURITY INTEREST**

As security for the payment and performance of all existing and future liabilities and indebtedness of the Assignor, or any one or more of them, to the Credit Union, howsoever arising, the Assignor hereby grants to the Credit Union a continuing security interest in the present and after acquired business undertaking of the Assignor and in all property of the following kinds now owned or hereafter acquired by the Assignor or by any one or more of them:

- (a) Inventory;
- (b) Equipment;
- (c) Receivables;
- (d) Chattel Paper;
- (e) Documents of Title;
- (f) All books and papers recording, evidencing or relating to the Receivables, Chattel Paper or Documents of Title, and all securities, bill, notes, instruments or other documents now or hereafter held by or on behalf of the Assignor or any one or more of them with respect to the said Receivables, Chattel Paper or Documents of Title;
- (g) All shares, stock, warrants, bonds, debentures, debenture stock or other securities including, without limiting the generality of the foregoing, the securities listed in paragraph 11 hereof, together with renewals thereof, substitutions therefor, accretions thereto and all rights and claims in respect thereof.
- (h) All proceeds and products of any or all the foregoing, including any compensation for Collateral damaged, expropriated, stolen or destroyed. The above-named property, whether now owned or hereafter acquired, shall hereinafter be called the "Collateral".

**3. WARRANTIES AND COVENANTS**

- (a) Except for the security interest granted hereby the Assignor or any one or more of them is (and as to collateral to be acquired after the date hereby, shall be) the owner of the Collateral free and clear of all liens, charges, claims, encumbrances, taxes or assessments.
- (b) The Assignor will not sell, offer to sell, transfer, or otherwise dispose of, pledge or mortgage the Collateral (other than Inventory which may be sold, leased, or otherwise disposed of in the ordinary course of Assignor's business), nor will the Assignor suffer to exist any other security interest in the Collateral in favour of any person other than the Credit Union without the prior written consent of the Credit Union. All proceeds of the Collateral whether or not arising in the ordinary course of Assignor's business, shall be received as trustee for the Credit Union and shall be forthwith paid over to the Credit Union.
- (c) The Assignor shall, during the currency of this Agreement, insure and keep insured the Collateral to its full insurable value for fire, theft and such other risks as the Credit Union may reasonably require, and will, at the request of the Credit Union, pay such further premium as is necessary to obtain an endorsement that the security interest of the Credit Union will not be invalidated by any breach of statutory condition. The proceeds in any insurance held pursuant to this paragraph shall be payable to the Credit Union and any proceeds of such insurance shall, at the option of the Credit Union, be applied to the replacement of the Collateral or towards repayment of any indebtedness of the Assignor or any one or more of them to the Credit Union. Should the Assignor neglect to maintain such insurance, the Credit Union may insure, and any premiums paid by the Credit Union together with interest thereon shall be payable by the Assignor to the Credit Union upon demand. The Assignor will deposit a certified copy of such insurance with the Credit Union on request, or obtain an insurance endorsement in favour of the Credit Union. Assignor will promptly give the Credit Union written notice of any loss or damage to all or any part of the Collateral.
- (d) The Assignor shall provide from time to time upon request from the Credit Union, written information relating to the Collateral or any part thereof, and the Assignor's financial or business affairs, and the Credit Union shall be entitled from time to time to inspect the tangible Collateral including, without limitation, the books and records referred to in paragraph 2(f) above wherever located and however stored. For such purpose the Credit Union shall have access to all places where the Collateral or any part thereof is located, and to all premises occupied by the Assignor, and to all mechanical or electronic, equipment devices and processes where any of them may be stored or from which any of them may be retrieved.
- (e) The Assignor is in compliance with all Environmental Laws in respect of the operation of its business and/or its assets (including the Collateral), has obtained all permits necessary under Environmental Laws ("Permits") to operate its business and own its assets, and has not received any notice of non-compliance with any Environmental Laws or Permits. The Assignor will continue to conduct its business and own and operate its assets in compliance with all Environmental Laws and Permits for the term of this agreement. The Assignor will immediately advise the Credit Union of: (i) any environmental issues that arise in respect of its business or assets that result in or may lead to non-compliance with Environmental Laws or Permits; and, (ii) any notice of non-compliance with Environmental Laws or Permits that it may receive, including any stop orders or orders for remediation or preventative steps. For the purposes of this agreement, "Environmental Laws" shall mean the Environmental Protection Act, R.S.O. 1990, c.E.19 and the Canadian Environmental Protection Act, R.S.C. 1985, c.16 or any successor legislation or any other applicable federal, provincial or local environmental, health or safety law, rules or regulations imposing liability or standards in connection with hazardous, toxic or dangerous waste, substance, materials, smoke, gas or particular matter.

**4. EVENTS OF DEFAULT**

Any or all of the liabilities or indebtedness of the Assignor or any one or more of them to the Credit Union shall, at the option of the Credit Union and notwithstanding any time or credit allowed by any instrument evidencing a liability, be immediately due and payable without notice or demand upon the occurrence of any of the following events (hereinafter referred to as "Event(s) of Default"):

- (a) Default in the payment or performance when due or payable of any liability of the Assignor of any one or more of them, or of any endorser, guarantor or surety for any liability of the Assignor or any one or more of them to the Credit Union;
- (b) Default by the Assignor of any obligation or covenant contained herein, or in any other agreement or document existing at any time between the Credit Union and Assignor or any of them;
- (c) Any warranty, representation or statement made by the Assignor or furnished to the Credit Union herein, or in the application for any loan, was untrue in any material respect when made or furnished;
- (d) Any loss, theft, damage or destruction of Collateral or of any part of it, or the making of any levy, seizure or attachment thereto or the appointment of a receiver of any part thereof;
- (e) If the Credit Union should at any time deem itself insecure, bearing in mind the extent of the liabilities secured hereby, the value of the Collateral and any other relevant considerations;
- (f) The death, dissolution, termination of existence, insolvency, business failure, or commencement of any proceedings under the Bankruptcy and Insolvency Act affecting the Assignor or any one or more of them;
- (g) The Assignor ceases or threatens to cease to carry on in the normal course the Assignor's business or any material part of such business;
- (h) Change of effective control of the Assignor, if a corporation;

**5. REMEDIES**

Upon any Event of Default and at any time thereafter the Credit Union, at its option may declare that all indebtedness and obligations secured by this agreement shall immediately become due and payable, and:

- (a) the Credit Union shall have all rights and remedies of a secured party under the PPSA;
- (b) the Credit Union shall be constituted to appoint in writing any person to be a receiver (which term shall include a receiver and manager) of the Collateral, including any rents and profits thereof, and may remove any receiver and appoint another in his stead. Such receiver so appointed shall have power to take possession of the Collateral and to carry on or concur in carrying on the business of the Assignor, and to sell or concur in selling the Collateral or any part thereof. Any such receiver shall (for purposes relating to responsibility for the receiver's acts or omissions) be deemed to be the agent of the Assignor. The Credit Union may from time to time fix the remuneration of such receiver. All moneys from time to time received by such receiver shall be paid by him first in discharge of all rents, taxes, rates, insurance premiums and outgoings affecting the Collateral, secondly in payment of his remuneration as received, thirdly in keeping in good standing any liens and charges on the Collateral prior to the security constituted by this Agreement, and fourthly in or toward payment of such parts of the indebtedness and liability of the Assignor to the Credit Union as to the Credit Union seems best, and any residue of such moneys so received shall be accounted for as required by law. The Credit Union in appointing or refraining from appointing such receiver shall not incur any liability to the receiver, the Assignor or otherwise;
- (c) the Credit Union may collect, realize, sell or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions at such time or times, and without notice to the Assignor, as may seem to it advisable. The Credit Union shall not be liable or accountable for any failure to collect, realize, sell or obtain payment of the Collateral or any part thereof, and shall not be bound to institute proceedings for the purpose of collecting, realizing or obtaining payment of the same or for the purpose of preserving any rights of the Credit Union, the Assignor or any other person, firm or corporation in respect of the same. All moneys collected or received by the Assignor in respect of the Collateral shall be received as trustee for the Credit Union and shall be forthwith paid over to the Credit Union. All moneys collected or received by the Credit Union in respect of the Receivables or other Collateral may be applied on account of such parts of the indebtedness and liability of the Assignor as to the Credit Union seems best or, in the discretion of the Credit Union, may be released to the Assignor, all without prejudice to the liability of the Assignor or the Credit Union's right to hold and realize this security;
- (d) The Assignor(s) will remain liable to the Credit Union for payment of any and all indebtedness following realization of all or any part of the Collateral.

**6. CHARGES AND EXPENSES**

The Credit Union may charge on its own behalf and pay to others reasonable sums for expenses incurred and for services rendered (expressly including advise and services) in or in connection with realizing, disposing of, retaining or collecting the Collateral or any part thereof. Such sums shall be a first charge on the proceeds of realization, disposition or collection. The Credit Union may at its option pay taxes, discharge any encumbrance or charge claimed (Whether validly or not) against the Collateral and pay any amount which, in the Credit Union's sole discretion, it may consider requisite to secure possession of the Collateral with or without litigation or compromise. The Credit Union may settle any litigation in respect of the Collateral or the possessions thereof, and may pay for insurance, repairs and maintenance to the Collateral, and any sum so paid by the Credit Union shall constitute indebtedness of the Assignor secured hereunder, which the Assignor shall repay on demand.

**7. POSSESSION OF COLLATERAL**

Until default, the Assignor may have possession of the Collateral and enjoy the same subject to the terms hereof. However, whether or not default has occurred, the Credit Union may at any time request that debtors on the Receivables be notified of the Credit Union's security interest. The Credit Union may from time to time confirm with such debtors the existence and amount of the Receivables. Until such notification is made, the Assignor shall continue to collect Receivables but shall hold the proceeds received from collection in trust for the Credit Union without commingling the same with other funds, and shall turn the same over to the Credit Union immediately upon receipt in the identical form received.

**8. LOCATION OF COLLATERAL**

Except for any property described in paragraph 11 hereof, the Collateral, insofar as it consists of tangible property is now and will hereafter be at the place or places, listed below. None of the Collateral shall be removed from such place or places without the written consent of the Credit Union. *(If space insufficient, attach a duly signed and witnessed schedule)*

**9. SUPPLEMENTARY DESCRIPTION OF INVENTORY *(If space insufficient, attach a duly signed and witnessed schedule)*****10. SUPPLEMENTARY DESCRIPTION OF EQUIPMENT *(If space insufficient, attach a duly signed and witnessed schedule)*****11. SUPPLEMENTARY DESCRIPTION OF SECURITIES *(If space insufficient, attach a duly signed and witnessed schedule)*****12. FURTHER ASSURANCES CLAUSE**

The Assignor will from time to time at its sole cost and expense, promptly and duly authorize, execute and deliver such further and other instruments and documents and take such further action, as the Credit Union may from time to time require for the purpose of obtaining or preserving the full benefits of, and the rights and powers granted by this Agreement, including without limitation, the filing of any financing statement or financing change statement under applicable legislation with respect to the security interest granted to the Credit Union hereunder.

**13. ENTIRE AGREEMENT CLAUSE**

The Credit Union has not made any representation or undertaken any obligation in connection with the subject matter of this Agreement other than as expressly set out in this Agreement, and in particular, nothing in this Agreement requires the Credit Union to make, renew or extend the time for payment of any loan or other financial accommodation to the Assignor or any one of them or any other person. This Agreement contains the entire agreement between the Credit Union and the Assignor with respect to the subject matter hereof.

**14. GENERAL**

- (a) This agreement shall be a continuing agreement in every respect.
- (b) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.



(c) This Agreement shall enure to the benefit of and be binding upon the Credit Union and its successors and assigns and each Assignor and their respective heirs, executors, administrators, successors and permitted assigns. No Assignor will assign this Agreement without the Credit Union's prior written consent.

(d) The Assignor may terminate this Agreement by delivering written notice to the Credit Union at any time when the Assignor, or each of them, is not indebted or liable to the Credit Union. No remedy for the enforcement of the rights of the Credit Union hereunder shall be exclusive of or dependent on any other such remedy and any one or more of such remedies may from time to time be exercised independently or in combination. The security interest created or provided for by this Agreement is intended to attach (i) to existing Collateral, when this Agreement is signed by the Assignor (ii) to Collateral subsequently acquired by the Assignor, immediately upon the Assignor acquiring any rights on such Collateral. The parties confirm that they do not intend to postpone the attachment of any security interest created hereby and delivered to the Credit Union. For greater certainty it is declared that any and all future loans, advances or other value which the Credit Union may in its discretion make or extend to or for the account of the Assignor or of any one or more of them shall be secured by this Agreement.

(e) In construing the Agreement, the word "Assignor" and the personal pronouns "he" or "his" and any verb relating thereto shall be read and construed as the number and gender of the parties signing this Agreement may require.

(f) The Credit Union may increase, reduce, discontinue or otherwise vary the Assignor's credit facility, grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases, take and give up any Collateral, abstain from taking, perfecting or registering any security interest, mortgage, charge or assignment granted hereby and discharge and otherwise deal with the Assignor, debtors of the Assignor, sureties and others, and with the Collateral and other securities, as the Credit Union may see fit and without prejudice to the liability of the Assignor or the Credit Union's right to hold and realize this security.

(g) If more than one person or entity signs this Agreement as Assignor, the obligations of such persons or entities is to be joint and several.



(h) This General Security Agreement is in addition and without prejudice to any securities of any kind now or hereafter held by the Credit Union.

(i) The Assignor agrees to pay on demand the Credit Union's costs and expenses (including legal fees) in connection with the taking/discharging/registering of this Agreement and exercising any and all of its rights granted hereunder.

15. The Borrower hereby acknowledges receipt of a copy of this Agreement.


Signed, sealed and delivered this 28 day of February, 2017 at Windsor, Ontario

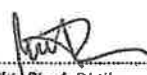
TO BE COMPLETED BY SOLE PROPRIETOR OR PARTNERS

| Middle Initial   | Date of Birth<br>Day, Month, Year | Gender<br>(M/F)  |
|------------------|-----------------------------------|--|
| .....<br>Witness | .....<br>Signature of Assignor    |  |
| .....<br>Witness | .....<br>Signature of Assignor    |  |

TO BE COMPLETED BY INCORPORATED BUSINESS

1393382 ONTARIO LIMITED  
Corporation and/or Trade Name of Assignor


Title.....President..... Per   
Sarbjit Singh Dhillon

Title.....Secretary-Treasurer..... Per   
Mandhir Singh Dhillon  
(We have the authority to bind the corporation)

**SCHEDULE "A"**

---

| <b>Year/Make</b> | <b>Asset Type</b> | <b>Model</b> | <b>VIN</b> |
|------------------|-------------------|--------------|------------|
|------------------|-------------------|--------------|------------|

This is Exhibit D referred to in the  
affidavit of Virginia Sekindis  
sworn before me, this 2<sup>nd</sup>  
day of December 2019  
  
A COMMISSIONER FOR TAKING AFFIDAVITS

Erin Frances O'Rourke, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires August 16, 2022.

Chat ham, ON



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #24

00877-0040 (LT)

PAGE 1 OF 1  
PREPARED FOR Sherine01  
ON 2019/10/04 AT 10:39:47


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

PROPERTY DESCRIPTION: PT LT 18, CON A, RALEIGH, AS IN 477706, TOGETHER WITH EASEMENT AS IN CK32321 OVER PART OF LOT 18, CON. A, RALEIGH, DESIGNATED AS PART 1, 24R8539 ; CHATHAM-KENT

PROPERTY REMARKS:  
ESTATE/QUALIFIER:  
FEE SIMPLE  
LT CONVERSION QUALIFIED  
OWNERS' NAMES  
1393382 ONTARIO LIMITED  
RECENTLY:  
FIRST CONVERSION FROM BOOK  
CAPACITY SHARE  
BENO  
PIN CREATION DATE:  
1993/09/13

| REG. NUM.                | DATE  | INSTRUMENT TYPE            | AMOUNT  | PARTIES FROM                      | PARTIES TO  | CERT/<br>CHKD |
|--------------------------|---|----------------------------|---|-----------------------------------|---|---------------|
| **EFFECTIVE              | 2000/07/29  | THE NOTATION OF THE        | "BLOCK IMPLEMENTATION DATE" OF 1993/09/13 ON THIS PIN** |                                   |   |               |
| **WAS REPLACED WITH THE  | "PIN CREATION DATE" OF 1993/09/13**   |                            |   |                                   |   |               |
| ** PRINTOUT INCLUDES ALL | DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **  |                            |   |                                   |   |               |
| **SUBJECT,               | ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO   |                            |   |                                   |   |               |
| **                       | SUBSECTION 4(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * |                            |   |                                   |   |               |
| **                       | AND ESCHEATS OR FORFEITURE TO THE CROWN.  |                            |   |                                   |   |               |
| **                       | THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF   |                            |   |                                   |   |               |
| **                       | IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY            |                            |   |                                   |   |               |
| **                       | CONVENTION.   |                            |   |                                   |   |               |
| **                       | ANY LEASE TO WHICH THE SUBSECTION 70 (2) OF THE REGISTRY ACT APPLIES.                                     |                            |   |                                   |   |               |
| **DATE OF                | CONVERSION TO   | LAND TITLES: 1993/09/13 ** |   |                                   |   |               |
| 24R2364                  | 1979/09/18  | PLAN REFERENCE             |   | 908593 ONTARIO LIMITED            | 1393382 ONTARIO LIMITED                             | C             |
| LT27549                  | 2000/01/17  | TRANSFER                   |   | 1393382 ONTARIO LIMITED           | THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT | C             |
| CK32760                  | 2009/01/09  | NOTICE                     | \$1   | 1393382 ONTARIO LIMITED           | FIRSTONTARIO CREDIT UNION LIMITED                   | C             |
| CK129070                 | 2017/03/02  | CHARGE                     | \$11,000,000  | 1393382 ONTARIO LIMITED           | FIRSTONTARIO CREDIT UNION LIMITED                   | C             |
| CK129071                 | 2017/03/02  | NO ASSGN RENT GEN          |   | 1393382 ONTARIO LIMITED           | FIRSTONTARIO CREDIT UNION LIMITED                   | C             |
|                          | REMARKS: CK129070.  |                            |   |                                   |   |               |
| CK154953                 | 2019/02/13  | NOTICE                     | \$2   | 1393382 ONTARIO LIMITED           | FIRSTONTARIO CREDIT UNION LIMITED                   | C             |
|                          | REMARKS: CK129070   |                            |   |                                   |   |               |
| CK164261                 | 2019/10/01  | APL COURT ORDER            |   | ONTARIO SUPERIOR COURT OF JUSTICE | BDQ CANADA LIMITED                                  |               |

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 E referred to in the  
affidavit of Virginia Sekinich  
sworn before me, this 2<sup>nd</sup>  
day of December 2019  
  
A COMMISSIONER FOR TAKING AFFIDAVITS

Erin Frances O'Rourke, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires August 16, 2022.



Search Results  
ID=6609520

Current: 07/10/2019 11:34:51  
Submitted: 07/10/2019 11:34:40  
Completed: 07/10/2019 11:34:45

Your Ref No. ESCWEB6609520

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PSSME01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
TIP73503 ENQUIRY REQUEST 11:34:43

FILE CURRENCY 06OCT 2019  
CHANGE ACCOUNT (Y/N) : N ACCOUNT NUMBER : 009313 0001 ACCOUNT CODE : ESCVFDE

SEARCH TYPE (BD,IN,IS,MV) : BD  
SEARCH CRITERIA : 1393382 ONTARIO LIMITED

SUB-SEARCH  
RETRIEVE REGISTRATIONS RECORDED SINCE (DMMYY) :  
RESPONSE TYPE (V,P) : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE :  
RESPONSE MAILING ADDRESS  
NAME :  
: :  
: :  
ADDRESS :  
CITY : PROV :  
POSTAL CODE :  
PRINT RESPONSE LOCALLY (Y/N) : N

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PSSME19            PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM            10/07/2019  
TIP73503            RESPONSE SUMMARY/HIGH VOLUME            11:34:44  
ACCOUNT : 009313-0001  
FILE CURRENCY : 06OCT 2019  
SEARCH : BD : 1393382 ONTARIO LIMITED

RESPONSE CONTAINS : APPROXIMATELY    6 FAMILIES    10 PAGES

- FOR VERBAL RESPONSE, ENTER "V" IN RESPONSE TYPE.
- TO REQUEST A PRINT-OUT, ENTER "P" IN RESPONSE TYPE AND FILL IN THE MISSING INFORMATION.
- TO TERMINATE THE ENQUIRY, ENTER "CANCEL" IN THE NAME LINE.

RESPONSE TYPE : V            RESPONSE LANGUAGE (E,F) : E            PICK-UP CODE : \_\_\_\_\_

RESPONSE MAILING ADDRESS

NAME : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

CITY : \_\_\_\_\_ PROV : \_\_\_\_\_

POSTAL CODE : \_\_\_\_\_

PRINT RESPONSE LOCALLY (Y/N) : N

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:34:44  
 ACCOUNT : 009313-0001 FAMILY : 1 OF 6 ENQUIRY PAGE : 1 OF 10  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 1393382 ONTARIO LIMITED

00 FILE NUMBER : 655266528 EXPIRY DATE : 30JUL 2020 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
 REG NUM : 20090730 1504 1590 9007 REG TYP: P PPSA REG PERIOD: 11  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 1393382 ONTARIO LIMITED OCN :

04 ADDRESS : 60 ROSE AVENUE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 BRADSHAW FUELS LTD.

09 ADDRESS : 308 MAIN STREET SOUTH PROV: ON POSTAL CODE: N0E 1Y0  
 CITY : WATERFORD  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X X X  
 YEAR MAKE MODEL V.I.N.

11  
 12

GENERAL COLLATERAL DESCRIPTION  
 13 GENERAL SECURITY AGREEMENT

14  
 15

16 AGENT: CLINE BACKUS NIGHTINGALE & MCARTHUR LLP

17 ADDRESS : 39 COLBORNE STREET NORTH  
 CITY : SIMCOE PROV: ON POSTAL CODE: N3Y 4N5

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PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 2C REGISTRATION - SCREEN 1 11:34:44  
 ACCOUNT : 009313-0001 FAMILY : 1 OF 6 ENQUIRY PAGE : 2 OF 10  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 1393382 ONTARIO LIMITED

FILE NUMBER 655266528  
 PAGE TOT REGISTRATION NUM REG TYPE  
 01 CAUTION : 001 OF 001 MV SCHED: 20110914 1536 1862 8655  
 21 REFERENCE FILE NUMBER : 655266528  
 22 AMEND PAGE: NO PAGE: X CHANGE: D ASSGNMT REN YEARS: CORR PER:  
 23 REFERENCE DEBTOR/ IND NAME:  
 24 TRANSFEROR: BUS NAME: 1393382 ONTARIO LIMITED

25 OTHER CHANGE:  
 26 REASON:  
 27 /DESCR:  
 28 :  
 02/05 IND/TRANSFEEER:  
 03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:  
 CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

BRADSHAW FUELS LTD.

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :  
 PIONEER ENERGY LP

09 ADDRESS : 1122 INTERNATIONAL BLVD.

CITY : BURLINGTON PROV : ON POSTAL CODE : L7L 6Z8  
 CONS. MV DATE OF NO FIXED  
 GOODS INVTY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10  
 11  
 12  
 13  
 14  
 15

16 NAME : FELIMATE DELIBATO HEAGLE LLP (MGF)

17 ADDRESS : 200-3600 BILLINGS COURT

CITY : BURLINGTON PROV : ON POSTAL CODE : L7N 3N6

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:34:44  
 ACCOUNT : 009313-0001 FAMILY : 2 OF 6 ENQUIRY PAGE : 3 OF 10  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 1393382 ONTARIO LIMITED

00 FILE NUMBER : 686900493 EXPIRY DATE : 14MAY 2020 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
 REG NUM : 20130514 1134 1590 0585 REG TYP: P PPSA REG PERIOD: 7  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 1393382 ONTARIO LIMITED OCN : 1393382

04 ADDRESS : 60 ROSE AVENUE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 FIRSONTARIO CREDIT UNION LIMITED

09 ADDRESS : 4021 UPPER MIDDLE ROAD  
 CITY : BURLINGTON PROV: ON POSTAL CODE: L7R 3X5  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X X X  
 YEAR MAKE MODEL V.I.N.

11  
 12  
 GENERAL COLLATERAL DESCRIPTION

13  
 14  
 15  
 16 AGENT: LANCASTER BROOKS & WELCH LLP  
 17 ADDRESS : 80 KING STREET, PO BOX 790  
 CITY : ST. CATHARINES PROV: ON POSTAL CODE: L2R 6Z1

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY IC REGISTRATION - SCREEN 1 11:34:44  
 ACCOUNT : 009313-0001 FAMILY : 3 OF 6 ENQUIRY PAGE : 4 OF 10  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 1393382 ONTARIO LIMITED

00 FILE NUMBER : 697391325 EXPIRY DATE : 24JUN 2029 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :  
 REG NUM : 20140624 1136 1862 4734 REG TYP: P PPSA REG PERIOD: 5  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 1393382 ONTARIO LIMITED

04 ADDRESS : 60 ROSE AVENUE OCN :  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0

05 IND DOB : IND NAME:  
 06 BUS NAME:

07 ADDRESS : OCN :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 CANADIAN IMPERIAL BANK OF COMMERCE, CREDIT PROCESSING SERVICES

09 ADDRESS : 595 BAY STREET SUITE 500  
 CITY : TORONTO PROV: ON POSTAL CODE: M5G 2C2  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X X X X  
 YEAR MAKE MODEL V.I.N.

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 GENERAL COLLATERAL DESCRIPTION

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 16 AGENT: MILLER THOMSON LL (MT)  
 17 ADDRESS : 295 HAGEY BLVD., SUITE 300  
 CITY : WATERLOO PROV: ON POSTAL CODE: N2L 6R5

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
TIP73503 DISPLAY 2C REGISTRATION - SCREEN 1 11:34:44  
ACCOUNT : 009313-0001 FAMILY : 3 OF 6 ENQUIRY PAGE : 5 OF 10  
FILE CURRENCY : 06OCT 2019  
SEARCH : BD : 1393382 ONTARIO LIMITED

FILE NUMBER 697391325

PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20190429 1932 1531 9821  
21 REFERENCE FILE NUMBER : 697391325  
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 10 CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: 1393382 ONTARIO LIMITED

25 OTHER CHANGE:  
26 REASON:  
27 /DESCR:  
28 :  
02/05 IND/TRANSFEE:  
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:  
CITY: PROV: POSTAL CODE:  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :  
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CONS. MV DATE OF NO FIXED  
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : D+H LIMITED PARTNERSHIP  
17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE  
CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:34:44  
 ACCOUNT : 009313-0001 FAMILY : 4 OF 6 ENQUIRY PAGE : 6 OF 10  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 1393382 ONTARIO LIMITED

00 FILE NUMBER : 700079229 EXPIRY DATE : 24SEP 2020 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :  
 REG NUM : 20140924 1020 1862 1266 REG TYP: P PPSA REG PERIOD: 6  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 1393382 ONTARIO LIMITED OCN :

04 ADDRESS : 60 ROSE AVENUE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 LIBRO CREDIT UNION LIMITED

09 ADDRESS : 217 YORK STREET, 4TH FLOOR  
 CITY : LONDON PROV: ON POSTAL CODE: N6A 5P9  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCIS OTHER INCL AMOUNT MATURITY MAT DATE  
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 YEAR MAKE MODEL V.I.N.

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 GENERAL COLLATERAL DESCRIPTION

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 16 AGENT: HARRISON FENSA LLP (160019/LMM)  
 17 ADDRESS : 450 TALBOT STREET  
 CITY : LONDON PROV: ON POSTAL CODE: N6A 5J6

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:34:44  
 ACCOUNT : 009313-0001 FAMILY : 5 OF 6 ENQUIRY PAGE : 7 OF 10  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 1393382 ONTARIO LIMITED

00 FILE NUMBER : 723395313 EXPIRY DATE : 14DEC 2026 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
 REG NUM : 20161214 1620 1295 8279 REG TYP: P PPSA REG PERIOD: 05  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 1393382 ONTARIO LIMITED OCN :

04 ADDRESS : 60 ROSE AVENUE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 FIRSTONTARIO CREDIT UNION LIMITED

09 ADDRESS : 4021 UPPER MIDDLE ROAD  
 CITY : BURLINGTON PROV: ON POSTAL CODE: L7R 3X5  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X X X X X X X X X  
 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: SCARFONE HAWKINS LLP (16R2395)

17 ADDRESS : 1 JAMES STREET SOUTH, 14TH FLOOR  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8N 3P9

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 20 REGISTRATION - SCREEN 1 11:34:44  
 ACCOUNT : 009313-0001 FAMILY : 5 OF 6 ENQUIRY PAGE : 8 OF 10  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 1393382 ONTARIO LIMITED

FILE NUMBER 723395313

PAGE TOT REGISTRATION NUM REG TYPE  
 01 CAUTION : 001 OF 1 MV SCHED: 20190103 1310 1295 9380  
 21 REFERENCE FILE NUMBER : 723395313  
 22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 05 CORR PER:  
 23 REFERENCE DEBTOR/ IND NAME:  
 24 TRANSFEROR: BUS NAME: 1393382 ONTARIO LIMITED

25 OTHER CHANGE:  
 26 REASON:  
 27 /DESCR:  
 28 :  
 02/05 IND/TRANSFEE:  
 03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:  
 CITY: PROV: POSTAL CODE:  
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

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16 NAME : SCARFONE HAWKINS LLP (19R0004)  
 17 ADDRESS : 1 JAMES ST. SOUTH, 14TH FL.  
 CITY : HAMILTON PROV : ON POSTAL CODE : L8P 4R5

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:34:45  
 ACCOUNT : 009313-0001 FAMILY : 6 OF 6 ENQUIRY PAGE : 9 OF 10  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 1393382 ONTARIO LIMITED

00 FILE NUMBER : 723395331 EXPIRY DATE : 14DEC 2026 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
 REG NUM : 20161214 1623 1295 8280 REG TYP: P PPSA REG PERIOD: 05  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 1393382 ONTARIO LIMITED

OCN :  
 04 ADDRESS : 60 ROSE AVENUE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0

05 IND DOB : IND NAME:  
 06 BUS NAME:

OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 FIRSTONTARIO CREDIT UNION LIMITED

09 ADDRESS : 4021 UPPER MIDDLE ROAD  
 CITY : BURLINGTON PROV: ON POSTAL CODE: L7R 3X5  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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 YEAR MAKE MODEL V.I.N. X

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GENERAL COLLATERAL DESCRIPTION  
 13 GENERAL ASSIGNMENT OF RENTS AND LEASES RELATING TO 22216 BLOOMFIELD  
 14 ROAD, CHATHAM, ONTARIO ONLY, PLUS PROCEEDS

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 16 AGENT: SCARFONE HAWKINS LLP (16R2395)

17 ADDRESS : 1 JAMES STREET SOUTH, 14TH FLOOR  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8N 3P9



PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
TIP73503 DISPLAY 2C REGISTRATION - SCREEN 1 11:34:45  
ACCOUNT : 009313-0001 FAMILY : 6 OF 6 ENQUIRY PAGE : 10 OF 10  
FILE CURRENCY : 06OCT 2019  
SEARCH : BD : 1393382 ONTARIO LIMITED

FILE NUMBER 723395331

PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 001 OF 1 MV SCHED: 20190103 1317 1295 9381  
21 REFERENCE FILE NUMBER : 723395331  
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 05 CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: 1393382 ONTARIO LIMITED

25 OTHER CHANGE:  
26 REASON:  
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02/05 IND/TRANSFEE:  
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:  
CITY: PROV: POSTAL CODE:  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

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16 NAME : SCARFONE HAWKINS LLP (19R0004)  
17 ADDRESS : 1 JAMES ST. SOUTH, 14TH FL.  
CITY : HAMILTON PROV : ON POSTAL CODE : L8P 4R5

LAST SCREEN



This is Exhibit F referred to in the  
affidavit of Virginia Selendic  
sworn before me, this 2<sup>nd</sup>  
day of December 2019  
E. O'Rourke  
A COMMISSIONER FOR TAKING AFFIDAVITS

Erin Frances O'Rourke, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires August 16, 2022.

## GUARANTEE AND POSTPONEMENT OF CLAIM

To: FIRSTONTARIO CREDIT UNION LIMITED (hereinafter called "the Credit Union")

I, MANDHIR SINGH DHILLON AND SARBJIT DHILLON, JOINTLY AND SEVERALLY  
(Hereinafter called the "Guarantor")

For valuable consideration hereby guarantee payment to the Credit Union (immediately after demand therefor as hereinafter provided) of all debts and liabilities which 1393382 ONTARIO LIMITED (herein referred to as the "Borrower") has incurred or is under or may in the future incur or be under to the Credit Union, whether arising from dealings between the Credit Union and the Borrower or from any other dealings which the Borrower may become in any manner whatever liable to the Credit Union; the liability of the Guarantor hereunder being limited to the sum of:

ELEVEN MILLION Dollars (\$11,000,000.00)

with interest (including compound interest) from the date of demand for payment.

THE GUARANTOR AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several.
2. The Credit Union may increase, reduce, discontinue or otherwise vary the Borrower's credit facility, grant extensions of time or other indulgences, take and give up securities, abstain from taking, perfecting or registering securities, accept and compositions, grant releases and discharges and otherwise deal with the Borrower and with other parties and securities as the Credit Union may see fit, and may apply all moneys received from the Borrower or others, or form securities, upon such part of the Borrower's liability as it may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee.
3. The failure of the Credit Union to take any security that the parties hereto contemplate it would take or the failure of the Credit Union to perfect any security by registration of the security in the appropriate registry office shall not prejudice or in any way limit or lessen the liability of the Guarantor under this guarantee.
4. Any loss of or in respect of the unenforceability of any securities received or held by the Credit Union from the Borrower or any other person, whether occasioned by the fault of the Credit Union or for any other reason shall not discharge pro tanto or limit or lessen the liability of the Guarantor under this guarantee.
5. This shall be a continuing guarantee and shall cover present liabilities (if any) of the Borrower to the Credit Union and all liabilities incurred after the date hereof and shall apply to and secure any ultimate balance due or remaining due to the Credit Union and shall be binding as a continuing security on the Guarantor, provided that the Guarantor or the executors or administrators of the Guarantor may determine his or their further liability under this guarantee by thirty days' written notice given to the Credit Union or the branch thereof and this guarantee shall not apply to any liabilities of the Borrower to the Credit Union incurred after the expiration of thirty days from the date of receipt of such notice by the Credit Union, but shall continue to apply to any of the Borrowers' liabilities outstanding from and after the expiration of such thirty day period.
6. Any change or changes in the name of the Borrower, or (if the Borrower be a partnership) any change or changes in the membership of the Borrower's firm by death or by the retirement of one or more of the partners or by the introduction of one or more other partners or (if the Borrower is a corporation) any reorganization or amalgamation with one or more corporations shall not affect or in any way limit or lessen the liability of the Guarantor hereunder and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Borrower.
7. All moneys, advances, renewals and credits in fact borrowed or obtained from the Credit Union shall be deemed to form part of the liabilities hereby guaranteed notwithstanding any incapacity, disability or lack of limitation of status or of power of the Borrower or of the directors, partners or agents hereof, or that the Borrower may not be a legal entity, or any irregularity, defect or informality in the borrowing or obtaining of such moneys, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and shall be paid to the Credit Union after demand therefor as hereinafter provided.
8. Any account settled or stated by or between the Credit Union and the Borrower shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Borrower to the Credit Union is so due.
9. Should the Credit Union receive from the Guarantor a payment or payments in full or on account of the liability under this guarantee, the Guarantor shall not be entitled to claim repayment against the Borrower or the Borrower's estate until the Credit Union's claims against the Borrower have been paid in full; and in case of liquidation, winding up or bankruptcy of the Borrower (whether voluntary or compulsory) or in the event that the Borrower shall make a bulk sale of any the Borrower's assets within the bulk transfer provisions of any applicable legislation or any composition with creditors or scheme of arrangement, the Credit Union shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue liable up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Credit Union by the Borrower; and in the event of the valuation by the Credit Union of any of its securities and/or the retention thereof by the Credit Union, such valuation and/or retention shall not, as between the Credit Union and the Guarantor, be considered as a purchase of such securities, or as payment or satisfaction or reduction of the Borrower's liabilities to the Credit Union, of any part thereof.
10. The Guarantor shall make payment to the Credit Union of the amount of the liability of the Guarantor forthwith after demand therefor is made in writing and such demand shall be deemed to have been sufficiently made when an envelope containing it addressed to the Guarantor at the last address of the Guarantor known to the Credit Union is deposited, postage prepaid and registered, in the Post Office and the liability of the Guarantor shall bear interest from the date of such demands with payment in full both before and after judgement at the rate or rates then applicable to the liabilities of the Borrower to the Credit Union.
11. And for the further security of the Credit Union the Guarantor agrees:
  - (A) That any debts or claims against the Borrower now or at any time hereafter held by the Guarantor are and shall be held by the Guarantor for the further security of the Credit Union, and as between the Guarantor and the Credit Union are hereby postponed to the debts and claims against the Borrower now or at any time hereafter held by the Credit Union, and any such debts and claims of the Guarantor shall be held as trustee for the Credit Union and shall be collected, enforced or proved subject to and for the purposes of this agreement and any moneys received by the Guarantor in respect thereof shall be paid over to the Credit Union on account of its said debts and claims; and no such debt or claim of the Guarantor against the Borrower shall be released or withdrawn by the Guarantor unless the Credit Union's written consent to such release or withdrawal is first obtained and the Guarantor shall not permit the prescription of any such debt or claim by any statute of limitations or assign any such debt or claim to any person other than the Credit Union or ask for or obtain any security or negotiable paper for or other evidence of any such debt or claim except for the purpose of delivering the same to the Credit Union and the Credit Union may at any time give notice to the Borrower requiring the

Borrower to pay to the Credit Union all or any of such debts or claims of the Guarantor against the Borrower and in such event such debts and claims are hereby assigned and transferred to the Credit Union; and in the event of the liquidation, winding up or bankruptcy of the Borrower (whether voluntary or compulsory) or in the event that the Borrower shall make a bulk sale of any of the Borrower's assets within the bulk transfer provisions of any applicable legislation, or any composition with creditors or scheme of arrangement, any and all dividends or other moneys which may be due or payable to the Guarantor in respect of the debts or claims of the Guarantor against the Borrower are hereby assigned and transferred to and shall be due and be paid to the Credit Union, and for such payment to the Credit Union this shall be a sufficient warrant and authority to any person making the same; and the Guarantor shall at any time and from time to time at the request of and as required by the Credit Union, make, execute and deliver all statements of claims, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Credit Union under and by virtue of this instrument.

(B) The provisions of this clause are independent of and severable from the provisions of clauses 1-10 of this Guarantee and Postponement of Claim and shall remain in force whether or not the Guarantor is liable for any amount under clauses 1-10 and whether or not the Credit Union has received the notice referred to in paragraph 5; provided, however, that the provisions of this clause may be terminated by the Guarantor, by written notice to the Credit Union or the branch thereof, at any time when the Guarantor is not liable for any amount under clauses 1-10 by reason of the fact that the Borrower is not indebted or liable to the Credit Union.

12. The Credit Union shall not be bound to exhaust its recourse against the Borrower or other parties, including other guarantors, or the securities it may hold before being entitled to payment from the Guarantor under this guarantee.

13. This Guarantee and Postponement is in addition and without prejudice to any securities of any kind (including without limitation guarantees and postponement agreements whether or not in the same form as this instrument) now or hereafter held by the Credit Union.

14. There are no representations, collateral agreements or conditions with respect to this instrument or affecting the Guarantor's liability hereunder other than as contained herein.

15. The terms and conditions set out in this guarantee shall not merge with any judgement which may be obtained against the Guarantor or the Borrower.

16. This Guarantee and Postponement shall be construed in accordance with the laws of the Province of Ontario, and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this instrument may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgement hereof, provided that nothing herein shall limit the Credit Union's right to bring proceedings against the Guarantor elsewhere.

17. This Guarantee and Postponement shall extend to and enure to the benefit of the successors and assigns of the Credit Union, and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

18. The Guarantor hereby acknowledges receipt of a copy of this Guarantee.

Signed, Sealed and Delivered this... 28 ..... day of February, 2017.

at..... Windsor ..... ONTARIO in the presence of:

WITNESS:

SIGNATURE OF GUARANTOR

.....  
MANDHIR SINGH DHILLON, Guarantor

.....  
SABJIT SINGH DHILLON, Guarantor


.....  
\*Corporation and/or Trade Name if applicable.

Title.....

Per.....  
Authorized Signing Officer  
(I have the authority to bind the corporation)

Title.....

Per.....  
Authorized Signing Officer  
(I have the authority to bind the corporation)

This is Exhibit 5 referred to in the  
affidavit of Virginia Selendic  
sworn before me, this 2nd  
day of December 2019  
  
A COMMISSIONER FOR TAKING AFFIDAVITS

Erin Frances O'Rourke, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires August 16, 2022.

**GUARANTEE AND POSTPONEMENT OF CLAIM**

To: FIRSTONTARIO CREDIT UNION LIMITED (hereinafter called "the Credit Union")

 I, 908593 ONTARIO LIMITED  
 (Hereinafter called the "Guarantor")

For valuable consideration hereby guarantee payment to the Credit Union (immediately after demand therefor as hereinafter provided) of all debts and liabilities which 1393382 ONTARIO LIMITED (herein referred to as the "Borrower") has incurred or is under or may in the future incur or be under to the Credit Union, whether arising from dealings between the Credit Union and the Borrower or from any other dealings which the Borrower may become in any manner whatever liable to the Credit Union; the liability of the Guarantor hereunder being limited to the sum of:

ELEVEN MILLION Dollars (\$11,000,000.00)

with interest (including compound interest) from the date of demand for payment.

**THE GUARANTOR AGREES TO THE FOLLOWING TERMS AND CONDITIONS:**

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several.
2. The Credit Union may increase, reduce, discontinue or otherwise vary the Borrower's credit facility, grant extensions of time or other indulgences, take and give up securities, abstain from taking, perfecting or registering securities, accept and compositions, grant releases and discharges and otherwise deal with the Borrower and with other parties and securities as the Credit Union may see fit, and may apply all moneys received from the Borrower or others, or from securities, upon such part of the Borrower's liability as it may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee.
3. The failure of the Credit Union to take any security that the parties hereto contemplate it would take or the failure of the Credit Union to perfect any security by registration of the security in the appropriate registry office shall not prejudice or in any way limit or lessen the liability of the Guarantor under this guarantee.
4. Any loss of or in respect of the unenforceability of any securities received or held by the Credit Union from the Borrower or any other person, whether occasioned by the fault of the Credit Union or for any other reason shall not discharge pro tanto or limit or lessen the liability of the Guarantor under this guarantee.
5. This shall be a continuing guarantee and shall cover present liabilities (if any) of the Borrower to the Credit Union and all liabilities incurred after the date hereof and shall apply to and secure any ultimate balance due or remaining due to the Credit Union and shall be binding as a continuing security on the Guarantor, provided that the Guarantor or the executors or administrators of the Guarantor may determine his or their further liability under this guarantee by thirty days' written notice given to the Credit Union or the branch thereof and this guarantee shall not apply to any liabilities of the Borrower to the Credit Union incurred after the expiration of thirty days from the date of receipt of such notice by the Credit Union, but shall continue to apply to any of the Borrowers' liabilities outstanding from and after the expiration of such thirty day period.
6. Any change or changes in the name of the Borrower, or (if the Borrower be a partnership) any change or changes in the membership of the Borrower's firm by death or by the retirement of one or more of the partners or by the introduction of one or more other partners or (if the Borrower is a corporation) any reorganization or amalgamation with one or more corporations shall not affect or in any way limit or lessen the liability of the Guarantor hereunder and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Borrower.
7. All moneys, advances, renewals and credits in fact borrowed or obtained from the Credit Union shall be deemed to form part of the liabilities hereby guaranteed notwithstanding any incapacity, disability or lack of limitation of status or of power of the Borrower or of the directors, partners or agents thereof, or that the Borrower may not be a legal entity, or any irregularity, defect or informality in the borrowing or obtaining of such moneys, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and shall be paid to the Credit Union after demand therefor as hereinafter provided.
8. Any account settled or stated by or between the Credit Union and the Borrower shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Borrower to the Credit Union is so due.
9. Should the Credit Union receive from the Guarantor a payment or payments in full or on account of the liability under this guarantee, the Guarantor shall not be entitled to claim repayment against the Borrower or the Borrower's estate until the Credit Union's claims against the Borrower have been paid in full; and in case of liquidation, winding up or bankruptcy of the Borrower (whether voluntary or compulsory) or in the event that the Borrower shall make a bulk sale of any the Borrower's assets within the bulk transfer provisions of any applicable legislation or any composition with creditors or scheme of arrangement, the Credit Union shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue liable up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Credit Union by the Borrower; and in the event of the valuation by the Credit Union of any of its securities and/or the retention thereof by the Credit Union, such valuation and/or retention shall not, as between the Credit Union and the Guarantor, be considered as a purchase of such securities, or as payment or satisfaction or reduction of the Borrower's liabilities to the Credit Union, of any part thereof.
10. The Guarantor shall make payment to the Credit Union of the amount of the liability of the Guarantor forthwith after demand therefor is made in writing and such demand shall be deemed to have been sufficiently made when an envelope containing it addressed to the Guarantor at the last address of the Guarantor known to the Credit Union is deposited, postage prepaid and registered, in the Post Office and the liability of the Guarantor shall bear interest from the date of such demands with payment in full both before and after judgement at the rate or rates then applicable to the liabilities of the Borrower to the Credit Union.
11. And for the further security of the Credit Union the Guarantor agrees:
  - (A) That any debts or claims against the Borrower now or at any time hereafter held by the Guarantor are and shall be held by the Guarantor for the further security of the Credit Union, and as between the Guarantor and the Credit Union are hereby postponed to the debts and claims against the Borrower now or at any time hereafter held by the Credit Union, and any such debts and claims of the Guarantor shall be held as trustee for the Credit Union and shall be collected, enforced or proved subject to and for the purposes of this agreement and any moneys received by the Guarantor in respect thereof shall be paid over to the Credit Union on account of its said debts and claims; and no such debt or claim of the Guarantor against the Borrower shall be released or withdrawn by the Guarantor unless the Credit Union's written consent to such release or withdrawal is first obtained and the Guarantor shall not permit the prescription of any such debt or claim by any statute of limitations or assign any such debt or claim to any person other than the Credit Union or ask for or obtain any security or negotiable paper for or other evidence of any such debt or claim except for the purpose of delivering the same to the Credit Union and the Credit Union may at any time give notice to the Borrower requiring the

Borrower to pay to the Credit Union all or any of such debts or claims of the Guarantor against the Borrower and in such event such debts and claims are hereby assigned and transferred to the Credit Union; and in the event of the liquidation, winding up or bankruptcy of the Borrower (whether voluntary or compulsory) or in the event that the Borrower shall make a bulk sale of any of the Borrower's assets within the bulk transfer provisions of any applicable legislation, or any composition with creditors or scheme of arrangement, any and all dividends or other moneys which may be due or payable to the Guarantor in respect of the debts or claims of the Guarantor against the Borrower are hereby assigned and transferred to and shall be due and be paid to the Credit Union, and for such payment to the Credit Union this shall be a sufficient warrant and authority to any person making the same; and the Guarantor shall at any time and from time to time at the request of and as required by the Credit Union, make, execute and deliver all statements of claims, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Credit Union under and by virtue of this instrument.

(B) The provisions of this clause are independent of and severable from the provisions of clauses 1-10 of this Guarantee and Postponement of Claim and shall remain in force whether or not the Guarantor is liable for any amount under clauses 1-10 and whether or not the Credit Union has received the notice referred to in paragraph 5; provided, however, that the provisions of this clause may be terminated by the Guarantor, by written notice to the Credit Union or the branch thereof, at any time when the Guarantor is not liable for any amount under clauses 1-10 by reason of the fact that the Borrower is not indebted or liable to the Credit Union.

12. The Credit Union shall not be bound to exhaust its recourse against the Borrower or other parties, including other guarantors, or the securities it may hold before being entitled to payment from the Guarantor under this guarantee.

13. This Guarantee and Postponement is in addition and without prejudice to any securities of any kind (including without limitation guarantees and postponement agreements whether or not in the same form as this instrument) now or hereafter held by the Credit Union.

14. There are no representations, collateral agreements or conditions with respect to this instrument or affecting the Guarantor's liability hereunder other than as contained herein.

15. The terms and conditions set out in this guarantee shall not merge with any judgement which may be obtained against the Guarantor or the Borrower.

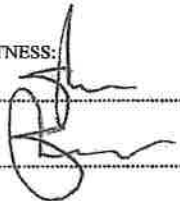
16. This Guarantee and Postponement shall be construed in accordance with the laws of the Province of Ontario, and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this instrument may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgement hereof, provided that nothing herein shall limit the Credit Union's right to bring proceedings against the Guarantor elsewhere.

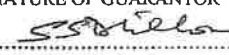
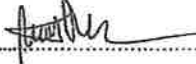
17. This Guarantee and Postponement shall extend to and enure to the benefit of the successors and assigns of the Credit Union, and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

18. The Guarantor hereby acknowledges receipt of a copy of this Guarantee.

Signed, Sealed and Delivered this 28<sup>th</sup> day of FEBRUARY, 2017.

at Windsor ONTARIO in the presence of:

WITNESS:  


SIGNATURE OF GUARANTOR  
  
.....  
Guarantor  
  
.....  
Guarantor


908593 ONTARIO LIMITED  
\*Corporation and/or Trade Name if applicable.

Title: President Per   
SARBJIT SINGH DHILLON

Title: Secretary-Treasurer Per   
MANDHIR SINGH DHILLON

(We have the authority to bind the corporation)



This is Exhibit A referred to in the  
affidavit of Virginia Sekindis  
sworn before me, this 2nd  
day of December 2019  
  
A COMMISSIONER FOR TAKING AFFIDAVITS

Erin Frances O'Rourke, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires August 16, 2022.

**BUSINESS LOAN  
GENERAL SECURITY AGREEMENT**

To: FIRSTONTARIO CREDIT UNION LIMITED (hereinafter called "Credit Union")

I/WE.....908593 ONTARIO LIMITED.....  
(Hereinafter called the "Assignor")

hereby mortgages, charges and assigns to the Credit Union, as a general and continuing collateral security for payment of all existing and future indebtedness and liability of the Assignor and whosoever and howsoever incurred and any ultimate unpaid balance thereof, all property of the kinds described in paragraph 2 below of which the Assignor is now or may hereafter become the owner.

**1. DEFINITIONS**

In this Agreement,

- (a) "PPSA" means the Personal Property Security Act (Ontario), and any Act that may be substituted therefor, as from time to time amended.
- (b) "Receivables" means all debts, accounts, claims, moneys and choses in action now due or hereafter to become due or owing to the Assignor, or any one of them.
- (c) "Inventory" means all goods now or hereafter forming part of the inventory of the Assignor or any one or more of them, including, without limiting the generality of the foregoing, goods held for sale or lease; goods furnished or to be furnished under contracts of service; goods which are raw materials or work in progress; goods used in or procured for packing; materials used or consumed in the business of the Assignor; emblements; growing crops that become such within one year after the execution of this agreement; timber to be cut; oil, gas and other minerals to be extracted; and goods described in paragraph 9 below.
- (d) "Equipment" means all goods, exclusive of inventory or consumer goods, now or hereafter owned by the Assignor or any one or more of them, which are used or are intended for use in or about the business conducted by the Assignor or in the places referred to in paragraph 8 and including, without limiting the generality of the foregoing, machinery; fixtures; furniture; plant; vehicles of any sort or description; the property described in paragraph 10 below; and all accessories installed in or affixed, attached or appertaining to any of the foregoing.
- (e) "Documents of Title" shall have the meaning ascribed to it in the PPSA and shall include, without limiting the generality of the foregoing, all warehouse receipts and bills of lading whether negotiable or not.
- (f) "Chattel Paper", "goods" and "instrument" shall have the meanings respectively ascribed to them in the PPSA.

**2. SECURITY INTEREST**

As security for the payment and performance of all existing and future liabilities and indebtedness of the Assignor, or any one or more of them, to the Credit Union, howsoever arising, the Assignor hereby grants to the Credit Union a continuing security interest in the present and after acquired business undertaking of the Assignor and in all property of the following kinds now owned or hereafter acquired by the Assignor or by any one or more of them:

- (a) Inventory;
- (b) Equipment;
- (c) Receivables;
- (d) Chattel Paper;
- (e) Documents of Title;
- (f) All books and papers recording, evidencing or relating to the Receivables, Chattel Paper or Documents of Title, and all securities, bill, notes, instruments or other documents now or hereafter held by or on behalf of the Assignor or any one or more of them with respect to the said Receivables, Chattel Paper or Documents of Title;
- (g) All shares, stock, warrants, bonds, debentures, debenture stock or other securities including, without limiting the generality of the foregoing, the securities listed in paragraph 11 hereof, together with renewals thereof, substitutions therefor, accretions thereto and all rights and claims in respect thereof;
- (h) All proceeds and products of any or all the foregoing, including any compensation for Collateral damaged, expropriated, stolen or destroyed. The above named property, whether now owned or hereafter acquired, shall hereinafter be called the "Collateral".

**3. WARRANTIES AND COVENANTS**

- (a) Except for the security interest granted hereby the Assignor or any one or more of them is (and as to collateral to be acquired after the date hereby, shall be) the owner of the Collateral free and clear of all liens, charges, claims, encumbrances, taxes or assessments.
- (b) The Assignor will not sell, offer to sell, transfer, or otherwise dispose of, pledge or mortgage the Collateral (other than Inventory which may be sold, leased, or otherwise disposed of in the ordinary course of Assignor's business), nor will the Assignor suffer to exist any other security interest in the Collateral in favour of any person other than the Credit Union without the prior written consent of the Credit Union. All proceeds of the Collateral whether or not arising in the ordinary course of Assignor's business, shall be received as trustee for the Credit Union and shall be forthwith paid over to the Credit Union.
- (c) The Assignor shall, during the currency of this Agreement, insure and keep insured the Collateral to its full insurable value for fire, theft and such other risks as the Credit Union may reasonably require, and will, at the request of the Credit Union, pay such further premium as is necessary to obtain an endorsement that the security interest of the Credit Union will not be invalidated by any breach of statutory condition. The proceeds in any insurance held pursuant to this paragraph shall be payable to the Credit Union and any proceeds of such insurance shall, at the option of the Credit Union, be applied to the replacement of the Collateral or towards repayment of any indebtedness of the Assignor or any one or more of them to the Credit Union. Should the Assignor neglect to maintain such insurance, the Credit Union may insure, and any premiums paid by the Credit Union together with interest thereon shall be payable by the Assignor to the Credit Union upon demand. The Assignor will deposit a certified copy of such insurance with the Credit Union on request, or obtain an insurance endorsement in favour of the Credit Union. Assignor will promptly give the Credit Union written notice of any loss or damage to all or any part of the Collateral.
- (d) The Assignor shall provide from time to time upon request from the Credit Union, written information relating to the Collateral or any part thereof, and the Assignor's financial or business affairs, and the Credit Union shall be entitled from time to time to inspect the tangible Collateral including, without limitation, the books and records referred to in paragraph 2(f) above wherever located and however stored. For such purpose the Credit Union shall have access to all places where the Collateral or any part thereof is located, and to all premises occupied by the Assignor, and to all mechanical or electronic, equipment devices and processes where any of them may be stored or from which any of them may be retrieved.
- (e) The Assignor is in compliance with all Environmental Laws in respect of the operation of its business and/or its assets (including the Collateral), has obtained all permits necessary under Environmental Laws ("Permits") to operate its business and own its assets, and has not received any notice of non-compliance with any Environmental Laws or Permits. The Assignor will continue to conduct its business and own and operate its assets in compliance with all Environmental Laws and Permits for the term of this agreement. The Assignor will immediately advise the Credit Union of: (i) any environmental issues that arise in respect of its business or assets that result in or may lead to non-compliance with Environmental Laws or Permits; and, (ii) any notice of non-compliance with Environmental Laws or Permits that it may receive, including any stop orders or orders for remediation or preventative steps. For the purposes of this agreement, "Environmental Laws" shall mean the Environmental Protection Act, R.S.O. 1990, c.E.19 and the Canadian Environmental Protection Act, R.S.C. 1985, c.16 or any successor legislation or any other applicable federal, provincial or local environmental, health or safety law, rules or regulations imposing liability or standards in connection with hazardous, toxic or dangerous waste, substance, materials, smoke, gas or particular matter.

**4. EVENTS OF DEFAULT**

Any or all of the liabilities or indebtedness of the Assignor or any one or more of them to the Credit Union shall, at the option of the Credit Union and notwithstanding any time or credit allowed by any instrument evidencing a liability, be immediately due and payable without notice or demand upon the occurrence of any of the following events (hereinafter referred to as "Event(s) of Default"):

- (a) Default in the payment or performance when due or payable of any liability of the Assignor or any one or more of them, or of any endorser, guarantor or surety for any liability of the Assignor or any one or more of them to the Credit Union;
- (b) Default by the Assignor of any obligation or covenant contained herein, or in any other agreement or document existing at any time between the Credit Union and Assignor or any of them;
- (c) Any warranty, representation or statement made by the Assignor or furnished to the Credit Union herein, or in the application for any loan, was untrue in any material respect when made or furnished;
- (d) Any loss, theft, damage or destruction of Collateral or of any part of it, or the making of any levy, seizure or attachment thereto or the appointment of a receiver of any part thereof;
- (e) If the Credit Union should at any time deem itself insecure, bearing in mind the extent of the liabilities secured hereby, the value of the Collateral and any other relevant considerations;
- (f) The death, dissolution, termination of existence, insolvency, business failure, or commencement of any proceedings under the Bankruptcy and Insolvency Act affecting the Assignor or any one or more of them;
- (g) The Assignor ceases or threatens to cease to carry on in the normal course the Assignor's business or any material part of such business;
- (h) Change of effective control of the Assignor, if a corporation;

**5. REMEDIES**

Upon any Event of Default and at any time thereafter the Credit Union, at its option may declare that all indebtedness and obligations secured by this agreement shall immediately become due and payable, and:

- (a) the Credit Union shall have all rights and remedies of a secured party under the PPSA;
- (b) the Credit Union shall be constituted to appoint in writing any person to be a receiver (which term shall include a receiver and manager) of the Collateral, including any rents and profits thereof, and may remove any receiver and appoint another in his stead. Such receiver so appointed shall have power to take possession of the Collateral and to carry on or concur in carrying on the business of the Assignor, and to sell or concur in selling the Collateral or any part thereof. Any such receiver shall (for purposes relating to responsibility for the receiver's acts or omissions) be deemed to be the agent of the Assignor. The Credit Union may from time to time fix the remuneration of such receiver. All moneys from time to time received by such receiver shall be paid by him first in discharge of all rents, taxes, rates, insurance premiums and outgoings affecting the Collateral, secondly in payment of his remuneration as received, thirdly in keeping in good standing any liens and charges on the Collateral prior to the security constituted by this Agreement, and fourthly in or toward payment of such parts of the indebtedness and liability of the Assignor to the Credit Union as to the Credit Union seems best, and any residue of such moneys so received shall be accounted for as required by law. The Credit Union in appointing or refraining from appointing such receiver shall not incur any liability to the receiver, the Assignor or otherwise;
- (c) the Credit Union may collect, realize, sell or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions at such time or times, and without notice to the Assignor, as may seem to it advisable. The Credit Union shall not be liable or accountable for any failure to collect, realize, sell or obtain payment of the Collateral or any part thereof, and shall not be bound to institute proceedings for the purpose of collecting, realizing or obtaining payment of the same or for the purpose of preserving any rights of the Credit Union, the Assignor or any other person, firm or corporation in respect of the same. All moneys collected or received by the Assignor in respect of the Collateral shall be received as trustee for the Credit Union and shall be forthwith paid over to the Credit Union. All moneys collected or received by the Credit Union in respect of the Receivables or other Collateral may be applied on account of such parts of the indebtedness and liability of the Assignor as to the Credit Union seems best or, in the discretion of the Credit Union, may be released to the Assignor, all without prejudice to the liability of the Assignor or the Credit Union's right to hold and realize this security;
- (d) The Assignor(s) will remain liable to the Credit Union for payment of any and all indebtedness following realization of all or any part of the Collateral.

**6. CHARGES AND EXPENSES**

The Credit Union may charge on its own behalf and pay to others reasonable sums for expenses incurred and for services rendered (expressly including advise and services) in or in connection with realizing, disposing of, retaining or collecting the Collateral or any part thereof. Such sums shall be a first charge on the proceeds of realization, disposition or collection. The Credit Union may at its option pay taxes, discharge any encumbrance or charge claimed (Whether validly or not) against the Collateral and pay any amount which, in the Credit Union's sole discretion, it may consider requisite to secure possession of the Collateral with or without litigation or compromise. The Credit Union may settle any litigation in respect of the Collateral or the possessions thereof, and may pay for insurance, repairs and maintenance to the Collateral, and any sum so paid by the Credit Union shall constitute indebtedness of the Assignor secured hereunder, which the Assignor shall repay on demand.

**7. POSSESSION OF COLLATERAL**

Until default, the Assignor may have possession of the Collateral and enjoy the same subject to the terms hereof. However, whether or not default has occurred, the Credit Union may at any time request that debtors on the Receivables be notified of the Credit Union's security interest. The Credit Union may from time to time confirm with such debtors the existence and amount of the Receivables. Until such notification is made, the Assignor shall continue to collect Receivables but shall hold the proceeds received from collection in trust for the Credit Union without commingling the same with other funds, and shall turn the same over to the Credit Union immediately upon receipt in the identical form received.

**8. LOCATION OF COLLATERAL**

Except for any property described in paragraph 11 hereof, the Collateral, insofar as it consists of tangible property is now and will hereafter be at the place or places, listed below. None of the Collateral shall be removed from such place or places without the written consent of the Credit Union. *(If space insufficient, attach a duly signed and witnessed schedule)*

**9. SUPPLEMENTARY DESCRIPTION OF INVENTORY *(If space insufficient, attach a duly signed and witnessed schedule)*****10. SUPPLEMENTARY DESCRIPTION OF EQUIPMENT *(If space insufficient, attach a duly signed and witnessed schedule)*****11. SUPPLEMENTARY DESCRIPTION OF SECURITIES *(If space insufficient, attach a duly signed and witnessed schedule)*****12. FURTHER ASSURANCES CLAUSE**

The Assignor will from time to time at its sole cost and expense, promptly and duly authorize, execute and deliver such further and other instruments and documents and take such further action, as the Credit Union may from time to time require for the purpose of obtaining or preserving the full benefits of, and the rights and powers granted by this Agreement, including without limitation, the filing of any financing statement or financing change statement under applicable legislation with respect to the security interest granted to the Credit Union hereunder.

**13. ENTIRE AGREEMENT CLAUSE**

The Credit Union has not made any representation or undertaken any obligation in connection with the subject matter of this Agreement other than as expressly set out in this Agreement, and in particular, nothing in this Agreement requires the Credit Union to make, renew or extend the time for payment of any loan or other financial accommodation to the Assignor or any one of them or any other person. This Agreement contains the entire agreement between the Credit Union and the Assignor with respect to the subject matter hereof.

**14. GENERAL**

- (a) This agreement shall be a continuing agreement in every respect.
- (b) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

(c) This Agreement shall enure to the benefit of and be binding upon the Credit Union and its successors and assigns and each Assignor and their respective heirs, executors, administrators, successors and permitted assigns. No Assignor will assign this Agreement without the Credit Union's prior written consent.

(d) The Assignor may terminate this Agreement by delivering written notice to the Credit Union at any time when the Assignor, or each of them, is not indebted or liable to the Credit Union. No remedy for the enforcement of the rights of the Credit Union hereunder shall be exclusive of or dependent on any other such remedy and any one or more of such remedies may from time to time be exercised independently or in combination. The security interest created or provided for by this Agreement is intended to attach (i) to existing Collateral, when this Agreement is signed by the Assignor (ii) to Collateral subsequently acquired by the Assignor, immediately upon the Assignor acquiring any rights on such Collateral. The parties confirm that they do not intend to postpone the attachment of any security interest created hereby and delivered to the Credit Union. For greater certainty it is declared that any and all future loans, advances or other value which the Credit Union may in its discretion make or extend to or for the account of the Assignor or of any one or more of them shall be secured by this Agreement.

(e) In construing the Agreement, the word "Assignor" and the personal pronouns "he" or "his" and any verb relating thereto shall be read and construed as the number and gender of the parties signing this Agreement may require.

(f) The Credit Union may increase, reduce, discontinue or otherwise vary the Assignor's credit facility, grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases, take and give up any Collateral, abstain from taking, perfecting or registering any security interest, mortgage, charge or assignment granted hereby and discharge and otherwise deal with the Assignor, debtors of the Assignor, sureties and others, and with the Collateral and other securities, as the Credit Union may see fit and without prejudice to the liability of the Assignor or the Credit Union's right to hold and realize this security.

(g) If more than one person or entity signs this Agreement as Assignor, the obligations of such persons or entities is to be joint and several.

(h) This General Security Agreement is in addition and without prejudice to any securities of any kind now or hereafter held by the Credit Union.

(i) The Assignor agrees to pay on demand the Credit Union's costs and expenses (including legal fees) in connection with the taking/discharging/registering of this Agreement and exercising any and all of its rights granted hereunder.

15. The Borrower hereby acknowledges receipt of a copy of this Agreement.

Signed, sealed and delivered this 28 day of February 2017 at Windsor, Ontario

TO BE COMPLETED BY SOLE PROPRIETOR OR PARTNERS

.....  
Witness Signature of Assignor

.....  
Witness Signature of Assignor

| Middle Initial | Date of Birth Day, Month, Year | Gender (M/F) |
|----------------|--------------------------------|--------------|
|                |                                |              |
|                |                                |              |

TO BE COMPLETED BY INCORPORATED BUSINESS

908593 ONTARIO LIMITED  
Corporation and/or Trade Name of Assignor

Title...President..... Per [Signature]  
Sarbjit Singh Dhillon


Title.....Secretary-Treasurer..... Per [Signature]  
Mandhi Singh Dhillon  
(We have the authority to bind the corporation)

**SCHEDULE "A"**

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| <b>Year/Make</b> | <b>Asset Type</b> | <b>Model</b> | <b>VIN</b> |
|------------------|-------------------|--------------|------------|
|------------------|-------------------|--------------|------------|

This is Exhibit .....1..... referred to in the  
affidavit of Virginia Selimidis  
sworn before me, this 2<sup>nd</sup>  
day of December 2019



.....  
A COMMISSIONER FOR TAKING AFFIDAVITS

Erin Frances O'Rourke, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires August 16, 2022.



Search Results  
ID=6609534

Current: 07/10/2019 11:35:42  
Submitted: 07/10/2019 11:35:30  
Completed: 07/10/2019 11:35:36

Your Ref No. ESCWEB6609534

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PSSME01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
TIP73503 ENQUIRY REQUEST 11:35:32

FILE CURRENCY 06OCT 2019  
CHANGE ACCOUNT (Y/N) : N ACCOUNT NUMBER : 009313 0001 ACCOUNT CODE : ESCVFDE

SEARCH TYPE (BD,IN,IS,MV) : BD  
SEARCH CRITERIA : 908593 ONTARIO LIMITED

SUB-SEARCH  
RETRIEVE REGISTRATIONS RECORDED SINCE (DDMMYYYY) :  
RESPONSE TYPE (V,P) : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE :  
RESPONSE MAILING ADDRESS  
NAME :  
ADDRESS :  
CITY : PROV :  
POSTAL CODE :  
PRINT RESPONSE LOCALLY (Y/N) : N

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PSSME19 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
TIP73503 RESPONSE SUMMARY/HIGH VOLUME 11:35:33  
ACCOUNT : 009313-0001  
FILE CURRENCY : 06OCT 2019  
SEARCH : BD : 908593 ONTARIO LIMITED

RESPONSE CONTAINS : APPROXIMATELY 18 FAMILIES 32 PAGES

- FOR VERBAL RESPONSE, ENTER "V" IN RESPONSE TYPE.
- TO REQUEST A PRINT-OUT, ENTER "P" IN RESPONSE TYPE AND FILL IN THE MISSING INFORMATION.
- TO TERMINATE THE ENQUIRY, ENTER "CANCEL" IN THE NAME LINE.

RESPONSE TYPE : V      RESPONSE LANGUAGE (E,F) : E      PICK-UP CODE : \_\_\_\_  
 RESPONSE MAILING ADDRESS  
 NAME : \_\_\_\_\_  
 ADDRESS : \_\_\_\_\_  
 CITY : \_\_\_\_\_ PROV : \_\_\_\_  
 POSTAL CODE : \_\_\_\_\_  
 PRINT RESPONSE LOCALLY (Y/N) : N

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:33  
 ACCOUNT : 009313-0001 FAMILY : 1 OF 18 ENQUIRY PAGE : 1 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 655266546 EXPIRY DATE : 30JUL 2020 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
 REG NUM : 20090730 1505 1590 9009 REG TYP: P PPSA REG PERIOD: 11  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 908593 ONTARIO LIMITED

OCN :  
 04 ADDRESS : R.R. #2  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME:

OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 BRADSHAW FUELS LTD.

09 ADDRESS : 308 MAIN STREET SOUTH PROV: ON POSTAL CODE: N0E 1Y0  
 CITY : WATERFORD MV DATE OF OR NO FIXED  
 CONS. AMOUNT MATURITY MAT DATE  
 10 GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 X X X X  
 11 YEAR MAKE MODEL V.I.N.

12 GENERAL COLLATERAL DESCRIPTION  
 13 GENERAL SECURITY AGREEMENT  
 14

15  
 16 AGENT: CLINE BACKUS NIGHTINGALE & MCARTHUR LLP  
 17 ADDRESS : 39 COLBORNE STREET NORTH  
 CITY : SIMCOE PROV: ON POSTAL CODE: N3Y 4N5

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
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ACCOUNT : 009313-0001 FAMILY : 1 OF 18 ENQUIRY PAGE : 2 OF 32  
FILE CURRENCY : 06OCT 2019  
SEARCH : BD : 908593 ONTARIO LIMITED

FILE NUMBER 655266546  
PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 001 OF 001 MV SCHED: 20110914 1536 1862 8657  
21 REFERENCE FILE NUMBER : 655266546  
22 AMEND PAGE: NO PAGE: X CHANGE: D ASSGNMT REN YEARS: CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: 908593 ONTARIO LIMITED

25 OTHER CHANGE:  
26 REASON:  
27 /DESCR:  
28 :  
02/05 IND/TRANSFEEER:  
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:  
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:  
BRADSHAW FUELS LTD.  
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :  
PIONEER ENERGY LP

09 ADDRESS : 1122 INTERNATIONAL BLVD.  
CITY : BURLINGTON PROV : ON POSTAL CODE : L7L 6Z8  
CONS. MV DATE OF NO FIXED  
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10  
11  
12  
13  
14  
15

16 NAME : FELTMATE DELIBATO HEAGLE LLP (MGF)  
17 ADDRESS : 200-3600 BILLINGS COURT  
CITY : BURLINGTON PROV : ON POSTAL CODE : L7N 3N6

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
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 ACCOUNT : 009313-0001 FAMILY : 2 OF 18 ENQUIRY PAGE : 3 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 667785609 EXPIRY DATE : 18FEB 2021 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :  
 REG NUM : 20110218 1438 9229 0360 REG TYP: P PPSA REG PERIOD: 10

02 IND DOB : IND NAME:  
 03 BUS NAME: 908593 ONTARIO LIMITED OCN :

04 ADDRESS : 1670 LONDON LINE  
 CITY : SARNIA PROV: ON POSTAL CODE: N7W 1B2

05 IND DOB : IND NAME:  
 06 BUS NAME: 402 ESSO RAVEL CENTRE OCN :

07 ADDRESS : 1670 LONDON LINE  
 CITY : SARNIA PROV: ON POSTAL CODE: N7W 1B2

08 SECURED PARTY/LIEN CLAIMANT :  
 BRADSHAW FUELS LTD.

09 ADDRESS : 308 MAIN STREET SOUTH PROV: ON POSTAL CODE: N0E 1Y0  
 CITY : WATERFORD MV DATE OF OR NO FIXED  
 CONS. AMOUNT MATURITY MAT DATE

| GOODS | INVTY.    | EQUIP | ACCTS | OTHER | INCL | AMOUNT | MATURITY | MAT DATE |
|-------|-----------|-------|-------|-------|------|--------|----------|----------|
| 10    | X         | X     | X     | X     |      |        |          |          |
|       | YEAR MAKE |       |       | MODEL |      |        | V.I.N.   |          |

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GENERAL COLLATERAL DESCRIPTION  
 13 GSA REGISTRATION ALL OF THE DEBTORS INVENTORY, EQUIPMENT, PARTS,  
 14 ACCESSORIES, ACCOUNTS RECEIVABLES, PRESENT AND AFTER ACQUIRED  
 15 PROPERTY, PROCEEDS, GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF  
 16 AGENT: CANADA LEGAL REFERRAL INC.

17 ADDRESS : 3100 STEELES AVENUE W., SUITE 200  
 CITY : VAUGHAN PROV: ON POSTAL CODE: L4K 3R1

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:33  
 ACCOUNT : 009313-0001 FAMILY : 2 OF 18 ENQUIRY PAGE : 4 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 667785609 EXPIRY DATE : 18FEB 2021 STATUS :  
 01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :  
 REG NUM : 20110218 1438 9229 0360 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:  
 03 BUS NAME: OCN :

04 ADDRESS : PROV: POSTAL CODE:  
 CITY :  
 05 IND DOB : IND NAME:  
 06 BUS NAME: OCN :

07 ADDRESS : PROV: POSTAL CODE:  
 CITY :

08 SECURED PARTY/LIEN CLAIMANT :

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

10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 TITLE, INSTRUMENTS, MONEY AND INTANGIBLES.

14  
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16 AGENT:

17 ADDRESS : PROV: POSTAL CODE:  
 CITY :

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 2C REGISTRATION - SCREEN 1 11:35:33  
 ACCOUNT : 009313-0001 FAMILY : 2 OF 18 ENQUIRY PAGE : 5 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

FILE NUMBER 667785609

PAGE TOT REGISTRATION NUM REG TYPE  
 01 CAUTION : 001 OF 001 MV SCHED: 20110916 1157 1862 8965  
 21 REFERENCE FILE NUMBER : 667785609  
 22 AMEND PAGE: NO PAGE: X CHANGE: D ASSGNMT REN YEARS: CORR PER:  
 23 REFERENCE DEBTOR/ IND NAME:  
 24 TRANSFEROR: BUS NAME: 908593 ONTARIO LIMITED

25 OTHER CHANGE:  
 26 REASON:  
 27 /DESCR:  
 28 :  
 02/05 IND/TRANSFEE:  
 03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:  
 CITY: PROV: POSTAL CODE:  
 29 ASSIGNOR:  
 BRADSHAW FUELS LTD.  
 08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :  
 PIONEER ENERGY LP  
 09 ADDRESS : 1122 INTERNATIONAL BLVD.  
 CITY : BURLINGTON PROV : ON POSTAL CODE : L7L 6Z8  
 CONS. MV DATE OF NO FIXED  
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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 16 NAME : FELTMATE DELIBATO HEAGLE LLP (MGF)  
 17 ADDRESS : 200-3600 BILLINGS COURT  
 CITY : BURLINGTON PROV : ON POSTAL CODE : L7N 3N6

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PSSMED4 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIF73503 DISPLAY 2C REGISTRATION - SCREEN 1 11:35:33  
 ACCOUNT : 009313-0001 FAMILY : 2 OF 18 ENQUIRY PAGE : 6 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

FILE NUMBER 667785609

PAGE TOT REGISTRATION NUM REG TYPE  
 01 CAUTION : 001 OF 001 MV SCHED: 20150706 1122 1862 2559  
 21 REFERENCE FILE NUMBER : 667785609  
 22 AMEND PAGE: NO PAGE: X CHANGE: D ASSGNMT REN YEARS: CORR PER:  
 23 REFERENCE DEBTOR/ IND NAME:  
 24 TRANSFEROR: BUS NAME: 908593 ONTARIO LIMITED

25 OTHER CHANGE:  
 26 REASON:  
 27 /DESCR:  
 28 :  
 02/05 IND/TRANSFEREE:  
 03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:  
 CITY: PROV: POSTAL CODE:  
 29 ASSIGNOR:

PIONEER ENERGY LP  
 08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :  
 PARKLAND INDUSTRIES LTD.

09 ADDRESS : #100, 4919-59TH STREET PROV : AB POSTAL CODE : T4N 6C9  
 CITY : RED DEER  
 CONS. MV DATE OF NO FIXED  
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : BENNETT JONES LLP (NI/DS)  
 17 ADDRESS : 3400 1 FIRST CANADIAN PLACE P.O. BOX 130  
 CITY : TORONTO PROV : ONT POSTAL CODE : M5X 1A4

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:33  
 ACCOUNT : 009313-0001 FAMILY : 3 OF 18 ENQUIRY PAGE : 7 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 686900538 EXPIRY DATE : 14MAY 2020 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
 REG NUM : 20130514 1135 1590 0586 REG TYP: P PPSA REG PERIOD: 7  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 908593 ONTARIO LIMITED OCN : 908593

04 ADDRESS : 3613 QUEENSLINE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 FIRSTONTARIO CREDIT UNION LIMITED

09 ADDRESS : 4021 UPPER MIDDLE ROAD  
 CITY : BURLINGTON PROV: ON POSTAL CODE: L7R 3X5  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X X X MODEL V.I.N.

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 GENERAL COLLATERAL DESCRIPTION

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 16 AGENT: LANCASTER BROOKS & WELCH LLP  
 17 ADDRESS : 80 KING STREET, PO BOX 790  
 CITY : ST. CATHARINES PROV: ON POSTAL CODE: L2R 6Z1

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:33  
 ACCOUNT : 009313-0001 FAMILY : 4 OF 18 ENQUIRY PAGE : 8 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 692137476 EXPIRY DATE : 26NOV 2022 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :  
 REG NUM : 20131126 1230 1862 9816 REG TYP: P PPSA REG PERIOD: 9  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 908593 ONTARIO LIMITED OCN : 00908593

04 ADDRESS : 3613 QUEENS LINE, P.O. BOX 1618  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 PIONEER ENERGY LP

09 ADDRESS : 1122 INTERNATIONAL BLVD., SUITE 700  
 CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 6Z8  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.  
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 GENERAL COLLATERAL DESCRIPTION

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 16 AGENT: FELTMATE DELIBATO HEAGLE LLP (MGF)  
 17 ADDRESS : 200-3600 BILLINGS COURT  
 CITY : BURLINGTON PROV: ON POSTAL CODE: L7N 3N6



PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 2C REGISTRATION - SCREEN 1 11:35:34  
 ACCOUNT : 009313-0001 FAMILY : 4 OF 18 ENQUIRY PAGE : 9 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED FILE NUMBER 692137476

PAGE TOT REGISTRATION NUM REG TYPE  
 01 CAUTION : 001 OF 001 MV SCHED: 20150702 1625 1862 2350  
 21 REFERENCE FILE NUMBER : 692137476  
 22 AMEND PAGE: NO PAGE: X CHANGE: D ASSGNMT REN YEARS: CORR PER:  
 23 REFERENCE DEBTOR/ IND NAME:  
 24 TRANSFEROR: BUS NAME: 908593 ONTARIO LIMITED

25 OTHER CHANGE:  
 26 REASON:  
 27 /DESCR:  
 28 :  
 02/05 IND/TRANSFEE:  
 03/06 BUS NAME/TRFEE: OCN:

04/07 ADDRESS: PROV: POSTAL CODE:  
 CITY:

29 ASSIGNOR:  
 PIONEER ENERGY LP

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :  
 PARKLAND INDUSTRIES LTD.

09 ADDRESS : #100, 4919-59TH STREET PROV : AB POSTAL CODE : T4N 6C9  
 CITY : RED DEER MV DATE OF NO FIXED  
 CONS. DATE OF NO FIXED  
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : BENNETT JONES LLP (NI/DS)  
 17 ADDRESS : 3400 1 FIRST CANADIAN PLACE P.O. BOX 130  
 CITY : TORONTO PROV : ONT POSTAL CODE : M5X 1A4

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:34  
ACCOUNT : 009313-0001 FAMILY : 5 OF 18 ENQUIRY PAGE : 10 OF 32  
FILE CURRENCY : 06OCT 2019  
SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 692137719 EXPIRY DATE : 26NOV 2022 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20131126 1247 1862 9818 REG TYP: P PPSA REG PERIOD: 9

02 IND DOB : IND NAME:  
03 BUS NAME: 908593 ONTARIO LIMITED OCN : 00908593

04 ADDRESS : 22216 BLOOMFIELD ROAD  
CITY : CHATHAM PROV: ON POSTAL CODE: N7M 5J6  
05 IND DOB : IND NAME:  
06 BUS NAME: OCN :

07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
PIONEER ENERGY LP

09 ADDRESS : 1122 INTERNATIONAL BLVD., SUITE 700  
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 6Z8  
CONS. MV DATE OF OR NO FLXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE X X X X MODEL V.I.N.

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13 GENERAL COLLATERAL DESCRIPTION

14  
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16 AGENT: FELTMATE DELIBATO HEAGLE LLP (MGF)  
17 ADDRESS : 200-3600 BILLINGS COURT  
CITY : BURLINGTON PROV: ON POSTAL CODE: L7N 3N6

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 2C REGISTRATION - SCREEN 1 11:35:34  
 ACCOUNT : 009313-0001 FAMILY : 5 OF 18 ENQUIRY PAGE : 11 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED FILE NUMBER 692137719

PAGE TOT REGISTRATION NUM REG TYPE  
 01 CAUTION : 001 OF 001 MV SCHED: 20150702 1355 1862 2244  
 21 REFERENCE FILE NUMBER : 692137719  
 22 AMEND PAGE: NO PAGE: X CHANGE: D ASSGNMT REN YEARS: CORR PER:  
 23 REFERENCE DEBTOR/ IND NAME:  
 24 TRANSFEROR: BUS NAME: 908593 ONTARIO LIMITED

25 OTHER CHANGE:  
 26 REASON:  
 27 /DESCR:  
 28 :  
 02/05 IND/TRANSFEE:  
 03/06 BUS NAME/TRFEE: OCN:

04/07 ADDRESS: PROV: POSTAL CODE:  
 CITY:

29 ASSIGNOR:  
 PIONEER ENERGY LP

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :  
 PARKLAND INDUSTRIES LTD.

09 ADDRESS : #100, 4919-59TH STREET PROV : AB POSTAL CODE : T4N 6C9  
 CITY : RED DEER MV DATE OF NO FIXED  
 CONS. DATE OF NO FIXED  
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : BENNETT JONES LLP (NI/DS)  
 17 ADDRESS : 3400 1 FIRST CANADIAN PLACE P.O. BOX 130  
 CITY : TORONTO PROV : ONT POSTAL CODE : M5X 1A4

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:34  
 ACCOUNT : 009313-0001 FAMILY : 6 OF 18 ENQUIRY PAGE : 12 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 692138142 EXPIRY DATE : 26NOV 2022 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :  
 REG NUM : 20131126 1311 1862 9821 REG TYP: P PPSA REG PERIOD: 9  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 908593 ONTARIO LIMITED OCN : 00908593

04 ADDRESS : 1670 LONDON LINE ROAD  
 CITY : SARNIA PROV: ON POSTAL CODE: N7W 1B2  
 05 IND DOB : IND NAME:  
 06 BUS NAME: OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 PIONEER ENERGY LP

09 ADDRESS : 1122 INTERNATIONAL BLVD., SUITE 700  
 CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 6Z8  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X X X V.I.N.  
 YEAR MAKE MODEL

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 GENERAL COLLATERAL DESCRIPTION  
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16 AGENT: FELTMATE DELIBATO HEAGLE LLP (MGF)  
 17 ADDRESS : 200-3600 BILLINGS COURT  
 CITY : BURLINGTON PROV: ON POSTAL CODE: L7N 3N6

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 2C REGISTRATION - SCREEN 1 11:35:34  
 ACCOUNT : 009313-0001 FAMILY : 6 OF 18 ENQUIRY PAGE : 13 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED FILE NUMBER 692138142  
 PAGE TOT REGISTRATION NUM REG TYPE  
 01 CAUTION : 001 OF 001 MV SCHED: 20150702 1338 1862 2223  
 21 REFERENCE FILE NUMBER : 692138142  
 22 AMEND PAGE: NO PAGE: X CHANGE: D ASSGNMT REN YEARS: CORR FER:  
 23 REFERENCE DEBTOR/ IND NAME:  
 24 TRANSFEROR: BUS NAME: 908593 ONTARIO LIMITED  
 25 OTHER CHANGE:  
 26 REASON:  
 27 /DESCR:  
 28 :  
 02/05 IND/TRANSFEE:  
 03/06 BUS NAME/TRFEE: OCN:  
 04/07 ADDRESS: PROV: POSTAL CODE:  
 CITY:  
 29 ASSIGNOR: PIONEER ENERGY LP  
 08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :  
 PARKLAND INDUSTRIES LTD.  
 09 ADDRESS : #100, 4919-59TH STREET PROV : AB POSTAL CODE : T4N 6C9  
 CITY : RED DEER MV DATE OF NO FIXED  
 CONS. INCL AMOUNT MATURITY OR MAT DATE  
 GOODS INVTRY EQUIP ACCTS OTHER  
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 16 NAME : BENNETT JONES LLP (NI/DS)  
 17 ADDRESS : 3400 1 FIRST CANADIAN PLACE P.O. BOX 130  
 CITY : TORONTO PROV : ONT POSTAL CODE : M5X 1A4

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:34  
ACCOUNT : 009313-0001 FAMILY : 7 OF 18 ENQUIRY PAGE : 14 OF 32  
FILE CURRENCY : 06OCT 2019  
SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 697391361 EXPIRY DATE : 24JUN 2029 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20140624 1137 1862 4736 REG TYP: P PPSA REG PERIOD: 5

02 IND DOB : IND NAME:  
03 BUS NAME: 908593 ONTARIO LIMITED OCN :

04 ADDRESS : RR#2 BOX 628  
CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
05 IND DOB : IND NAME:  
06 BUS NAME: OCN :

07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
CANADIAN IMPERIAL BANK OF COMMERCE, CREDIT PROCESSING SERVICES

09 ADDRESS : 595 BAY STREET SUITE 500  
CITY : TORONTO PROV: ON POSTAL CODE: M5G 2C2  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X X  
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: MILLER THOMSON LLP (MT)  
17 ADDRESS : 295 HAGEY BLVD., SUITE 300  
CITY : WATERLOO PROV: ON POSTAL CODE: N2L 6R5

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 2C REGISTRATION - SCREEN 1 11:35:34  
 ACCOUNT : 009313-0001 FAMILY : 7 OF 18 ENQUIRY PAGE : 15 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

FILE NUMBER 697391361

PAGE TOT REGISTRATION NUM REG TYPE  
 01 CAUTION : 01 OF 001 MV SCHED: 20190501 1443 1530 6384  
 21 REFERENCE FILE NUMBER : 697391361  
 22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 10 CORR PER:  
 23 REFERENCE DEBTOR/ IND NAME:  
 24 TRANSFEROR: BUS NAME: 908593 ONTARIO LIMITED

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEREE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY:

PROV:

POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :

PROV :

POSTAL CODE :

CONS.

MV

DATE OF

NO FIXED

GOODS INVTY EQUIP ACCTS OTHER

INCL

AMOUNT

MATURITY OR

MAT DATE

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16 NAME : D+H LIMITED PARTNERSHIP

17 ADDRESS : SUITE 200, 4126 MORLAND AVENUE

CITY : BURNABY

PROV : BC

POSTAL CODE : V5G 3S8

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:34  
 ACCOUNT : 009313-0001 FAMILY : 8 OF 18 ENQUIRY PAGE : 16 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 716630715 EXPIRY DATE : 12MAY 2020 STATUS :  
 01 CAUTION FILING : PAGE : 01 OF 002 MV SCHEDULE ATTACHED :  
 REG NUM : 20160512 1948 1531 9685 REG TYP: P PPSA REG PERIOD: 4  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 908593 ONTARIO LIMITED OCN :

04 ADDRESS : 3613 QUEENS LINE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : 01APR1959 IND NAME: KULDIP K DHILLON  
 06 BUS NAME: OCN :

07 ADDRESS : 39 ROSE AVE PO BOX 1176  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0

08 SECURED PARTY/LIEN CLAIMANT :  
 GM FINANCIAL CANADA LEASING LTD.  
 09 ADDRESS : 2001 SHEPPARD AVE. STE 600  
 CITY : TORONTO PROV: ON POSTAL CODE: M2J 4Z8  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X X X 99416 04MAY2020  
 YEAR MAKE MODEL V.I.N.  
 11 2016 CADILLAC ESCALADE AWD 1GYS4CKJ9GR313326

12 GENERAL COLLATERAL DESCRIPTION

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16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS  
 17 ADDRESS : 4126 NORLAND AVENUE  
 CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8



PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:35  
 ACCOUNT : 009313-0001 FAMILY : 8 OF 18 ENQUIRY PAGE : 17 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 716630715 EXPIRY DATE : 12MAY 2020 STATUS :  
 01 CAUTION FILING : PAGE : 02 OF 002 MV SCHEDULE ATTACHED :  
 REG NUM : 20160512 1948 1531 9685 REG TYP: REG PERIOD:  
 02 IND DOB : 24FEB1961 IND NAME: MANDHIR S DHILLON  
 03 BUS NAME: OCN :

04 ADDRESS : 39 ROSE AVE PO BOX 1176  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

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

10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:35  
 ACCOUNT : 009313-0001 FAMILY : 9 OF 18 ENQUIRY PAGE : 18 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 718959132 EXPIRY DATE : 26JUL 2020 STATUS :  
 01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
 REG NUM : 20160726 0900 9221 6169 REG TYP: P PPSA REG PERIOD: 4  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 908593 ONTARIO LIMITED OCN :

04 ADDRESS : 3613 QUEENS STREET  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P2L0  
 05 IND DOB : 30MAY1948 IND NAME: SARBJIT S DHILLON  
 06 BUS NAME: OCN :

07 ADDRESS : 60 ROSE AVE, P.O.BOX# 1618  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P2L0

08 SECURED PARTY/LIEN CLAIMANT :  
 HONDA CANADA FINANCE INC.

09 ADDRESS : 180 HONDA BLVD  
 CITY : MARKHAM PROV: ON POSTAL CODE: L6C0H9  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X X 45731 20JUL2020  
 YEAR MAKE MODEL V.I.N.  
 11 2017 ACURA RDX 5J8TB4H59HL800841  
 12

GENERAL COLLATERAL DESCRIPTION

13 00000216469752

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16 AGENT: SECUREFACT TRANSACTION SERVICES, INC.

17 ADDRESS : 300 - 365 BAY STREET  
 CITY : TORONTO PROV: ON POSTAL CODE: M5H2V1

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:35  
 ACCOUNT : 009313-0001 FAMILY : 10 OF 18 ENQUIRY PAGE : 19 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 723011976 EXPIRY DATE : 01DEC 2019 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
 REG NUM : 20161201 1424 6083 7902 REG TYP: P PPSA REG PERIOD: 3  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 908593 ONTARIO LTD OCN :  
 04 ADDRESS : 3613 QUEENS LINE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 18 WHEELER TRUCK STOP OCN :  
 07 ADDRESS : 3613 QUEENS LINE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0

08 SECURED PARTY/LIEN CLAIMANT :  
 EVOLOCITY FINANCIAL GROUP INC.  
 09 ADDRESS : 1100 RENE-LEVESQUE, SUITE 1825  
 CITY : MONTREAL PROV: QC POSTAL CODE: H3B 4N4  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X X X  
 YEAR MAKE MODEL V.I.N.  
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 GENERAL COLLATERAL DESCRIPTION  
 13 ALL OF THE MOVABLE AND PERSONAL PROPERTY, PRESENT OR FUTURE,  
 14 CORPoreal OR INCORPoreal, OF THE MERCHANT, WHEREVER IT MAY BE.  
 15  
 16 AGENT: EVOLOCITY FINANCIAL GROUP INC.  
 17 ADDRESS : 1100 RENE-LEVESQUE, SUITE 1825  
 CITY : MONTREAL PROV: QC POSTAL CODE: H3B 4N4

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:35  
 ACCOUNT : 009313-0001 FAMILY : 11 OF 18 ENQUIRY PAGE : 20 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 723448476 EXPIRY DATE : 16DEC 2026 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
 REG NUM : 20161216 1219 1295 8294 REG TYP: P PPSA REG PERIOD: 05

02 IND DOB : IND NAME:  
 03 BUS NAME: 908593 ONTARIO LIMITED

OCN :

04 ADDRESS : RR #2 BOX 628  
 CITY : TILBURY PROV: ON POSTAL CODE: NOP 2L0

05 IND DOB : IND NAME:  
 06 BUS NAME:

OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 FIRSTONTARIO CREDIT UNION LIMITED

09 ADDRESS : 4021 UPPER MIDDLE ROAD  
 CITY : BURLINGTON PROV: ON POSTAL CODE: L7R 3X5  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

|    | GOODS     | INVTY. | EQUIP | ACCTS | OTHER | INCL | AMOUNT | MATURITY | MAT DATE |
|----|-----------|--------|-------|-------|-------|------|--------|----------|----------|
| 10 | X         | X      | X     | X     | X     | X    |        |          | X        |
|    | YEAR MAKE |        |       |       | MODEL |      |        | V.I.N.   |          |

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: SCARFONE HAWKINS LLP (16R2395)

17 ADDRESS : 1 JAMES STREET SOUTH, 14TH FLOOR  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8N 3P9

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 2C REGISTRATION - SCREEN 1 11:35:35  
 ACCOUNT : 009313-0001 FAMILY : 11 OF 18 ENQUIRY PAGE : 21 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

FILE NUMBER 723448476  
 REG PAGE  
 REGISTRATION NUM  
 01 CAUTION : PAGE TOT 001 OF 1 MV SCHED: 20190103 1323 1295 9382  
 21 REFERENCE FILE NUMBER : 723448476  
 22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 05 CORR PER:  
 23 REFERENCE DEBTOR/ IND NAME:  
 24 TRANSFEROR: BUS NAME: 908593 ONTARIO LIMITED

25 OTHER CHANGE:  
 26 REASON:  
 27 /DESCR:  
 28 :  
 02/05 IND/TRANSFEEE:  
 03/06 BUS NAME/TREEE:

OCN:

04/07 ADDRESS:  
 CITY: PROV: POSTAL CODE:  
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

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16 NAME : SCARFONE HAWKINS LLP (19R0004)  
 17 ADDRESS : 1 JAMES ST. SOUTH, 14TH FL.  
 CITY : HAMILTON PROV : ON POSTAL CODE : L8P 4R5

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:35  
 ACCOUNT : 009313-0001 FAMILY : 12 OF 18 ENQUIRY PAGE : 22 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 734493546 EXPIRY DATE : 30NOV 2019 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 4 MV SCHEDULE ATTACHED :  
 REG NUM : 20171130 1206 1590 7576 REG TYP: P PPSA REG PERIOD: 2  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2587984 ONTARIO INC. OCN : 2587984

04 ADDRESS : 22216 BLOOMFIELD ROAD  
 CITY : CHATHAM PROV: ON POSTAL CODE: N7M 5J6  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 908593 ONTARIO LIMITED OCN : 908593

07 ADDRESS : 3613 QUEENS LINE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0

08 SECURED PARTY/LIEN CLAIMANT :  
 1742240 ONTARIO INC.

09 ADDRESS : 7955 TORBRAM ROAD, UNIT 5  
 CITY : BRAMPTON PROV: ON POSTAL CODE: L6T 5B9  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 GENERAL SECURITY AGREEMENT

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16 AGENT: HIMELFARB PROSZANSKI

17 ADDRESS : 1401-480 UNIVERSITY AVENUE  
 CITY : TORONTO PROV: ON POSTAL CODE: M5G 1V2

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:35  
 ACCOUNT : 009313-0001 FAMILY : 12 OF 18 ENQUIRY PAGE : 23 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 734493546 EXPIRY DATE : 30NOV 2019 STATUS :  
 01 CAUTION FILING : PAGE : 002 OF 4 MV SCHEDULE ATTACHED :  
 REG NUM : 20171130 1206 1590 7576 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

2323583 ONTARIO INC.

09 ADDRESS : 7955 TORBRAM ROAD, UNIT 5

CITY : BRAMPTON

PROV: ON

POSTAL CODE: L6T 5B9

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

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CITY :

PROV:

POSTAL CODE:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:35  
 ACCOUNT : 009313-0001 FAMILY : 12 OF 18 ENQUIRY PAGE : 24 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 734493546 EXPIRY DATE : 30NOV 2019 STATUS :  
 01 CAUTION FILING : PAGE : 003 OF 4 MV SCHEDULE ATTACHED :  
 REG NUM : 20171130 1206 1590 7576 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:  
 03 BUS NAME: OCN :

04 ADDRESS : PROV: POSTAL CODE:  
 CITY :  
 05 IND DOB : IND NAME:  
 06 BUS NAME: OCN :

07 ADDRESS : PROV: POSTAL CODE:  
 CITY :

08 SECURED PARTY/LIEN CLAIMANT :  
 2131774 ONTARIO INC.

09 ADDRESS : 7955 TORBRAM ROAD, UNIT 5  
 CITY : BRAMPTON PROV: ON POSTAL CODE: L6T 5B9  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

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 13 GENERAL COLLATERAL DESCRIPTION  
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16 AGENT:  
 17 ADDRESS : PROV: POSTAL CODE:  
 CITY :



FSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:36  
 ACCOUNT : 009313-0001 FAMILY : 12 OF 18 ENQUIRY PAGE : 25 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 734493546 EXPIRY DATE : 30NOV 2019 STATUS :  
 01 CAUTION FILING : PAGE : 004 OF 4 MV SCHEDULE ATTACHED :  
 REG NUM : 20171130 1206 1590 7576 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME: OCN :

04 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 05 IND DOB : IND NAME:  
 06 BUS NAME: OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 MIRJANA MALIC

09 ADDRESS : 7955 TORBRAM ROAD, UNIT 5  
 CITY : BRAMPTON PROV: ON POSTAL CODE: L6T 5B9  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

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 GENERAL COLLATERAL DESCRIPTION

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 16 AGENT:  
 17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:36  
 ACCOUNT : 009313-0001 FAMILY : 13 OF 18 ENQUIRY PAGE : 26 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 734493852 EXPIRY DATE : 30NOV 2022 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 002 MV SCHEDULE ATTACHED :  
 REG NUM : 20171130 1210 1862 0198 REG TYP: P PPSA REG PERIOD: 5  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2587984 ONTARIO INC. OCN :

04 ADDRESS : 22216 BLOOMFIELD ROAD OCN :  
 CITY : CHATHAM PROV: ON POSTAL CODE: N7M 5J6  
 05 IND DOB : IND NAME:  
 06 BUS NAME: 2587984 ONTARIO INC. OCN :

07 ADDRESS : 0 HUMBER STATION ROAD  
 CITY : CALEDON PROV: ON POSTAL CODE: L7E 0Z2

08 SECURED PARTY/LIEN CLAIMANT :  
 RATHCLIFFE CAPITAL CORP.

09 ADDRESS : 300-1020 LAWRENCE AVENUE WEST  
 CITY : TORONTO PROV: ON POSTAL CODE: M6A 1C8  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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GENERAL COLLATERAL DESCRIPTION

16 AGENT: MACDONALD SAGER MANIS LLP (SJS/MT 173552)  
 17 ADDRESS : 800-150 YORK STREET  
 CITY : TORONTO PROV: ON POSTAL CODE: M5H 3B5

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:36  
ACCOUNT : 009313-0001 FAMILY : 13 OF 18 ENQUIRY PAGE : 27 OF 32  
FILE CURRENCY : 06OCT 2019  
SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 734493852 EXPIRY DATE : 30NOV 2022 STATUS :  
01 CAUTION FILING : PAGE : 002 OF 002 MV SCHEDULE ATTACHED :  
REG NUM : 20171130 1210 1862 0198 REG TYP: REG PERIOD:  
02 IND DOB : IND NAME:  
03 BUS NAME: 908593 ONTARIO LIMITED OCN :

04 ADDRESS : 3613 QUEENS LINE  
CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
05 IND DOB : IND NAME:  
06 BUS NAME: 908593 ONTARIO LIMITED OCN :

07 ADDRESS : 0 HUMBER STATION ROAD  
CITY : CALEDON PROV: ON POSTAL CODE: L7E 0Z2

08 SECURED PARTY/LIEN CLAIMANT :

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

10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :  
CITY : PROV: POSTAL CODE:



PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
TIP/3503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:36  
ACCOUNT : 009313-0001 FAMILY : 14 OF 18 ENQUIRY PAGE : 28 OF 32  
FILE CURRENCY : 06OCT 2019  
SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 737646057 EXPIRY DATE : 27MAR 2028 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20180327 1431 1530 4179 REG TYP: P PPSA REG PERIOD: 10  
02 IND DOB : IND NAME:  
03 BUS NAME: 908593 ONTARIO LIMITED OCN :

04 ADDRESS : 22216 BLOOMFIELD ROAD OCN :  
CITY : CHATHAM PROV: ON POSTAL CODE: N7M 5J6  
05 IND DOB : IND NAME:  
06 BUS NAME: OCN :

07 ADDRESS :  
CITY : PROV: POSTAL CODE:

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

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GENERAL COLLATERAL DESCRIPTION  
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16 AGENT: D+H LIMITED PARTNERSHIP  
17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE  
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:36  
 ACCOUNT : 009313-0001 FAMILY : 15 OF 18 ENQUIRY PAGE : 29 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 742363596 EXPIRY DATE : 03AUG 2023 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
 REG NUM : 20180803 1452 1532 3822 REG TYP: P PPSA REG PERIOD: 05

02 IND DOB : IND NAME:  
 03 BUS NAME: 908593 ONTARIO LIMITED

OCN :

04 ADDRESS : 3613 QUEENSLINE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0

05 IND DOB : IND NAME:  
 06 BUS NAME:

OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 TOYOTA CREDIT CANADA INC.

09 ADDRESS : 80 MICRO COURT  
 CITY : MARKHAM PROV: ON POSTAL CODE: L3R 9Z5  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X X X 31JUL2023  
 YEAR MAKE MODEL V.I.N.  
 11 2018 LEXUS RX350L JTJDKCALJ2009591

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 GENERAL COLLATERAL DESCRIPTION

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 16 AGENT: D + H LIMITED PARTNERSHIP  
 17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FLOOR  
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4J 1H8

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:36  
 ACCOUNT : 009313-0001 FAMILY : 16 OF 18 ENQUIRY PAGE : 30 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 744819174 EXPIRY DATE : 16OCT 2023 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
 REG NUM : 20181016 0822 4085 7212 REG TYP: P PPSA REG PERIOD: 05  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 908593 ONTARIO LIMITED OCN :

04 ADDRESS : 3613 QUEENS LINE BOX 1618  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 VW CREDIT CANADA INC.

09 ADDRESS : 4865 MARC-BLAIN ST., SUITE 300  
 CITY : ST-LAURENT PROV: QC POSTAL CODE: H4R 3B2  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: D + H LIMITED PARTNERSHIP  
 17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FLOOR  
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4J 1H8

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:36  
 ACCOUNT : 009313-0001 FAMILY : 17 OF 18 ENQUIRY PAGE : 31 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 748803951 EXPIRY DATE : 05MAR 2024 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :  
 REG NUM : 20190305 1121 1862 3970 REG TYP: P PPSA REG PERIOD: 5  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 908593 ONTARIO LIMITED

OCN : 908593

04 ADDRESS : 3613 QUEENS LINE  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME:

OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 MERIDIAN CREDIT UNION LIMITED

09 ADDRESS : 75 CORPORATE PARK DRIVE  
 CITY : ST. CATHARINES PROV: ON POSTAL CODE: L2S 3W3  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
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 11 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 NOTICE - SECURITY AGREEMENT CONTAINS COVENANT BY DEBTOR NOT TO GRANT  
 14 SECURITY INTERESTS IN OR TRANSFER TO THIRD PARTIES THE COLLATERAL  
 15 WITHOUT THE CONSENT OF THE SECURED PARTY.  
 16 AGENT: SHIBLEY RIGHTON LLP (MARLIN HORST)  
 17 ADDRESS : 250 UNIVERSITY AVENUE, SUITE 700  
 CITY : TORONTO PROV: ON POSTAL CODE: M5H 3E5

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
 TIP73503 DISPLAY 1C REGISTRATION - SCREEN 1 11:35:36  
 ACCOUNT : 009313-0001 FAMILY : 18 OF 18 ENQUIRY PAGE : 32 OF 32  
 FILE CURRENCY : 06OCT 2019  
 SEARCH : BD : 908593 ONTARIO LIMITED

00 FILE NUMBER : 755901234 EXPIRY DATE : 27SEP 2022 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
 REG NUM : 20190927 0943 1532 8840 REG TYP: P PPSA REG PERIOD: 03  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 908593 ONTARIO LTD.

04 ADDRESS : 3613 QUEENSLINE OCN :  
 CITY : TILBURY PROV: ON POSTAL CODE: N0P 2L0  
 05 IND DOB : IND NAME:  
 06 BUS NAME: OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 TOYOTA CREDIT CANADA INC.

09 ADDRESS : 80 MICRO COURT PROV: ON POSTAL CODE: L3R 9Z5  
 CITY : MARKHAM MV DATE OF OR NO FIXED  
 CONS. AMOUNT MATURITY MAT DATE  
 10 X X X X 21SEP2022  
 YEAR MAKE MODEL V.I.N.  
 11 2019 TOYOTA AVALON 4T1BZ1FB7KU017334

12 GENERAL COLLATERAL DESCRIPTION

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 16 AGENT: D + H LIMITED PARTNERSHIP  
 17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FLOOR  
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1H8

LAST SCREEN




PSSME01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 10/07/2019  
TIP73503 ENQUIRY REQUEST 11:35:37

FILE CURRENCY 06OCT 2019  
CHANGE ACCOUNT (Y/N) : ACCOUNT NUMBER : 009313 0001 ACCOUNT CODE : ESCVFDE

SEARCH TYPE (BD,IN,IS,MV) :  
SEARCH CRITERIA :

SUB-SEARCH  
RETRIEVE REGISTRATIONS RECORDED SINCE (DDMMYYYY) :  
RESPONSE TYPE (V,P) : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE :  
RESPONSE MAILING ADDRESS  
NAME :  
ADDRESS :  
CITY : PROV :  
POSTAL CODE :  
PRINT RESPONSE LOCALLY (Y/N) : N  
ENQUIRY FOR "908593 ONTARIO LIMITED" ENDED

This is Exhibit J referred to in the  
affidavit of Virginia Sekindis  
sworn before me, this 2nd  
day of December 2019



.....  
A COMMISSIONER FOR TAKING AFFIDAVITS

Erin Frances O'Rourke, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires August 16, 2022.

POSTPONEMENT

TO: 1393382 Ontario Limited (the "Debtor")

AND TO: FIRSTONTARIO CREDIT UNION LIMITED ("FirstOntario")

AND RE: Security interest registered under File No. 697391325 in favour of Canadian Imperial Bank of Commerce against the Debtor pursuant to the Personal Property Security Act (Ontario) (the "Registration")

The undersigned hereby subordinates its security interests perfected by the Registration to the security interests of FirstOntario in the Debtor's present and after-acquired personal property now or hereafter situated on, relating to, used in connection with or arising from the business or affairs carried on, at or about the real property described as 22216 Bloomfield Road, Chatham, Ontario, and in all proceeds and renewals thereof, accretions thereto and substitutions therefore including all rent and other accounts and rights to payment.

The undersigned also confirms that it has not assigned its security interests or the Registrations.

The undersigned is aware that this Confirmation is being relied upon by the Debtor and FirstOntario in connection with the advance of funds to the Debtor by FirstOntario.

DULY EXECUTED at Kitchener this 28<sup>th</sup> day of February, 2017

CANADIAN IMPERIAL BANK OF COMMERCE

By: [Signature]  
 Name: RYAN MCINTYRE  
 Title: AUTHORIZED SIGNATORY

By: [Signature]  
 Name: [Signature]  
 Title: [Signature]

I/We have the authority to bind the Corporation

POSTPONEMENT

TO: 1393382 ONTARIO LIMITED (the "Debtor")

AND TO: FIRSTONTARIO CREDIT UNION LIMITED ("FirstOntario")

AND RE: Security interest registered under File No. 655266528 in favour of Pioneer Energy LP against the Debtor pursuant to the Personal Property Security Act (Ontario) (the "Registration")

The undersigned hereby subordinates its security interests perfected by the Registration to the security interests of FirstOntario in the Debtor's present and after-acquired personal property now or hereafter situated on, relating to, used in connection with or arising from the business or affairs carried on, at or about the real property described as 22216 Bloomfield Road, Chatham, Ontario, and in all proceeds and renewals thereof, accretions thereto and substitutions therefore including all rent and other accounts and rights to payment.

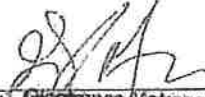
The retail assets of Pioneer Energy were purchased by Parkland Industries Ltd. on June 25, 2015, and as of June 25, 2015, Parkland Industries Ltd. controlled and operated the Pioneer Energy business as Pioneer Energy, a division of Parkland Industries Ltd.

Effective January 1, 2017, Parkland Industries Ltd. effected a short form amalgamation with its parent, Parkland Fuel Corporation, under Section 184(1) of the Business Corporations Act (Alberta) and the amalgamated entity continues under the name of Parkland Fuel Corporation

The undersigned is aware that this Postponement is being relied upon by the Debtor and FirstOntario in connection with the advance of funds to the Debtor by FirstOntario.

DULY EXECUTED at Calgary, Alberta this 17 day of February, 2017.

PARKLAND FUEL CORPORATION

By:   
 Name: Gianfranco Matrangolo  
 Title: Legal Counsel

By:   
 Name: Orleji Onuma  
 Title: Legal Counsel

I/We have the authority to bind the Corporation

POSTPONEMENT

TO: 1393382 Ontario Limited (the "Debtor")

AND TO: FIRSTONTARIO CREDIT UNION LIMITED("FirstOntario")

AND RE: Security interest registered under File No. 700079229 in favour of Libro Credit Union Limited against the Debtor pursuant to the Personal Property Security Act (Ontario) (the "Registration")


The undersigned hereby subordinates its security interests perfected by the Registration to the security interests of FirstOntario in the Debtor's present and after-acquired personal property now or hereafter situated on, relating to, used in connection with or arising from the business or affairs carried on, at or about the real property described as 22216 Bloomfield Road, Chatham, Ontario, and in all proceeds and renewals thereof, accretions thereto and substitutions therefore including all rent and other accounts and rights to payment.

The undersigned also confirms that it has not assigned its security interests or the Registrations.

The undersigned is aware that this Confirmation is being relied upon by the Debtor and FirstOntario in connection with the advance of funds to the Debtor by FirstOntario.

DULY EXECUTED at LONDON this 22 day of February, 2017

LIBRO CREDIT UNION LIMITED

By:   
 Name: ED SCERE  
 Title: VP CREDIT

By: \_\_\_\_\_  
 Name:  
 Title:

I/We have the authority to bind the Corporation

This is Exhibit   K   referred to in the  
affidavit of Virginia Sekmidis  
sworn before me, this   2<sup>nd</sup>    
day of December 20  19    
  Erin Frances O'Rourke    
A COMMISSIONER FOR TAKING AFFIDAVITS

Erin Frances O'Rourke, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires August 16, 2022.

CV-19-00628293-000  
Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR. )  
JUSTICE HAINE )  
MONDAY, THE 30<sup>TH</sup>  
DAY OF SEPTEMBER, 2019

BETWEEN:



CANADIAN IMPERIAL BANK OF COMMERCE

Plaintiff

and

SIMRANJIT DHILLON, MANDHIR DHILLON, SARBJIT DHILLON,  
MANDEEP DHILLON, 908593 ONTARIO LIMITED, operating as Eagle Travel  
Plaza, 1393382 ONTARIO LIMITED, 2145744 ONTARIO LIMITED, 2145754  
ONTARIO LIMITED, 1552838 ONTARIO INC., 2189788 ONTARIO INC.,  
2123618 ONTARIO LIMITED, 1849722 ONTARIO LTD., 2469244 ONTARIO  
LIMITED, 2364507 ONTARIO LIMITED, 1254044 ONTARIO LIMITED and  
2612550 ONTARIO LIMITED

Defendants

**ORDER**

THIS MOTION made by the Plaintiff 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 BDO Canada Limited receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of 908593 ONTARIO LIMITED, operating as Eagle Travel Plaza, 1393382 ONTARIO LIMITED, 2145744 ONTARIO LIMITED, 2145754 ONTARIO

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LIMITED, 1552838 ONTARIO INC., 2189788 ONTARIO INC., 2123618 ONTARIO LIMITED, 1849722 ONTARIO LTD, 2469244 ONTARIO LIMITED, 2364507 ONTARIO LIMITED, 1254044 ONTARIO LIMITED and 2612550 ONTARIO LIMITED (collectively the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record dated September 30, 2019 and on hearing the submissions of counsel for the applicant, counsel for BDO Canada Limited in its capacity as proposed receiver, and upon being advised that counsel for certain of the Debtors was given notice of this motion, and on reading the consent of BDO Canada Limited to act as the Receiver,

#### **SERVICE**

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

#### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO Canada Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "Property").

#### **RECEIVER'S POWERS**

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality



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of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, investigators, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

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- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
- (l) without the approval of this Court in respect of any transaction not exceeding ~~\$300,000~~ <sup>\$500,000</sup>, provided that the aggregate consideration for all such transactions does not exceed ~~\$750,000~~ <sup>\$1,000,000</sup>; and



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- (m) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- (n) and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (o) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (p) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (q) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (r) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (s) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

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- (t) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (u) to provide copies of any materials that Grant Thornton Limited requests, and which the Receiver believes, acting reasonably, the Grant Thornton requires, which may be of assistance or required as part of Grant Thornton's engagement by the Plaintiff to conduct a forensic investigation. Materials shall include but shall not be limited to electronic records or information contained therein.
- (v) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing

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the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that all Persons are hereby enjoined and restrained from in any way altering, concealing, defacing, destroying, discarding, erasing or otherwise tampering or adversely dealing with any of the Property of the Debtors or from removing any Property out of the ordinary course of business, from the premises of the Debtors without the prior written consent of the Receiver.

8. THIS COURT ORDERS that any security personnel engaged by the Receiver pursuant to paragraph 3(b) herein shall be authorized and entitled, but not required, to escort or remove any Persons onto or from the Property of the Debtors as the Receiver may in its sole discretion consider it necessary or desirable to escort or remove.

9. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

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### **OBLIGATIONS OF THE DEBTORS AND OTHERS**

10. THIS COURT ORDERS that all of the current and former directors, officers, employees, agents, accountants, and shareholders of the Debtors, and all other persons acting on their instructions or behalf and all persons with notice of this order are hereby restrained from:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with the Property, wherever situate, without prior approval of the Receiver;
- (b) instructing, requesting, counselling, demanding , or encouraging any other person to do the acts identified in subparagraph 10(a) above; and
- (c) facilitating, assisting in, aiding, abetting, or participating in any of the activities subparagraph 10(a) above.

without prior written instructions from the Receiver.

### **NO PROCEEDINGS AGAINST THE RECEIVER**

11. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

12. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

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#### **NO EXERCISE OF RIGHTS OR REMEDIES**

13. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH THE RECEIVER**

14. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

#### **CONTINUATION OF SERVICES**

15. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current



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telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

#### **RECEIVER TO HOLD FUNDS**

16. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### **EMPLOYEES**

17. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

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#### **PIPEDA**

18. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

19. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental

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Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

20. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS**

21. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

23. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

24. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$2,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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25. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

26. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

27. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### **SERVICE AND NOTICE**

28. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL [www.extranets.bdo.ca/eagletravelplaza](http://www.extranets.bdo.ca/eagletravelplaza).

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29. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### GENERAL

30. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

31. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

32. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

33. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located,

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for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

34. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.

35. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

36. THIS COURT ORDERS that, until further Order of this Court, the Motion Record in support of this Motion shall be sealed and not form part of the public record and any persons served with a copy of it shall keep it and its contents confidential and shall not disclose its contents to any person except their legal counsel.

ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

SEP 30 2019

PER / PAR:



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## Schedule "A"

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Order") made in an action having Court file number \_\_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the



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*Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[RECEIVER'S NAME], solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per:

\_\_\_\_\_  
Name:

Title:

CANADIAN IMPERIAL BANK OF COMMERCE  
Plaintiff

-and- SIMRANJIT DHILLON et al.  
Defendants

CV-19-00628293-0001  
Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**ORDER**

**LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP**

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Lawyers for the Plaintiff

This is Exhibit L referred to in the  
affidavit of Virginia Sekindis  
sworn before me, this 2nd  
day of December 2019



.....  
A COMMISSIONER FOR TAKING AFFIDAVITS

Erin Frances O'Rourke, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires August 16, 2022.

Court File No. CV-19-00628293-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR.

)

MONDAY THE 7<sup>TH</sup>

JUSTICE HAINEY

)

DAY OF OCTOBER, 2019

BETWEEN:

*(Court Seal)*

CANADIAN IMPERIAL BANK OF COMMERCE

Plaintiff

and

SIMRANJIT DHILLON, MANDHIR DHILLON, SARBJIT DHILLON,  
MANDEEP DHILLON, 908593 ONTARIO LIMITED, operating as Eagle Travel  
Plaza, 1393382 ONTARIO LIMITED, 2145744 ONTARIO LIMITED, 2145754  
ONTARIO LIMITED, 1552838 ONTARIO INC., 2189788 ONTARIO INC.,  
2123618 ONTARIO LIMITED, 1849722 ONTARIO LTD., 2469244 ONTARIO  
LIMITED, 2364507 ONTARIO LIMITED, 1254044 ONTARIO LIMITED and  
2612550 ONTARIO LIMITED

Defendants

**ORDER**

**(Amending Mareva Order dated September 30, 2019)**

THIS MOTION, made by the Plaintiff was heard this day at the court house, 361  
University Avenue, 9th Floor, Toronto, Ontario, M5G 1R7.

ON READING the Motion Record and on hearing the submissions of the lawyers for the  
Plaintiff, the Receiver and lawyers for Mandhir Dhillon, Sarbjit Dhillon, Mandeep Dhillon (the  
"Individual Defendants") and certain of the corporate defendants,

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1. **THIS COURT ORDERS** that this Court's Mareva Order dated September 30, 2019 ("Mareva Order") is hereby varied in accordance with the terms of this Order.

2. **THIS COURT ORDERS** that the assets of the Defendants subject to the Mareva Order shall include, but shall not be limited to, the assets of the following corporations that are not named as defendants:

(a) 2541899 Ontario Ltd.;

(b) 2571279 Ontario Inc.;

(c) 2541900 Ontario Ltd.;

(d) 2587984 Ontario Inc.;

(e) 2561534 Ontario Ltd.;

(f) 2431264 Ontario Inc.;

(g) 2542372 Ontario Inc.; and

(h) 2034039 Ontario Inc.

3. **THIS COURT ORDERS** that for greater certainty the assets subject to the Mareva Order include, but are not limited to, the assets set out in Appendix "A" to this Order.

4. **THIS COURT ORDERS** that the addition of the assets in paragraph 2 and 3 of this Order is without prejudice to the Defendants' right to seek to vary or discharge this Order in accordance with paragraph 11 of the Mareva Order.

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5. **THIS COURT ORDERS** that funds in the amount of \$1,000,000 CAD be transferred from the 2561534 Ontario Inc. Meridian Credit Union account bearing account number 100322882 to the trust account of Lax O'Sullivan Lisus Gottlieb LLP ("LOLG") on behalf of the Defendants for the payment of legal fees and disbursements incurred to date and to act as a monetary retainer for legal fees and disbursements yet to be incurred in relation to this matter or other legal matters related to the allegations in this proceeding against the Defendants and the payment of such funds by the Defendants solely for the purposes of legal fees and disbursements is hereby approved.

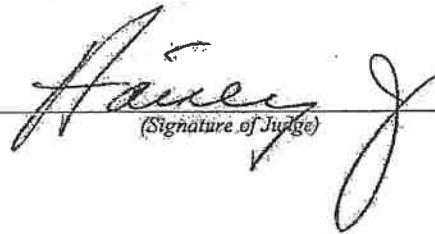
6. **THIS COURT ORDERS** that LOLG is authorized to transfer any portion of the funds referred to in paragraph 5 from its trust account to another law firm's trust account for related legal fees and disbursements.

7. **THIS COURT ORDERS** that Meridian Credit Union shall freeze and prevent any removal or transfer of any monies or assets of the Defendant or of any companies referred to in paragraph 2 but shall permit and authorize the release of funds in the amount set out at paragraph 5 above.

8. **THIS COURT ORDERS** that notwithstanding paragraph 5 of the Mareva Order, the Individual Defendants shall, on or before October 8, 2019, provide a sworn statement describing the nature, value and location of their assets worldwide, whether in his own name or not and whether solely or jointly owned.

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9. **THIS COURT ORDERS** that, until further Order of this Court, the Motion Record in support of this Motion shall be sealed and not form part of the public record and any persons served with a copy of it shall keep it and its contents confidential and shall not disclose its contents to any person except their legal counsel.

  
(Signature of Judge)

## SCHEDULE "A"

### REAL PROPERTY

| Property Address/Location   | Nature of Property   | PIN             |
|---|--|-----------------|
| 3613 Queens Line<br>Tilbury   | Esso Gas Station (On the Run<br>& Restaurant)                  | 00809-0087 (LT) |
| 1670 London Line Road,<br>Sarnia  | Esso Gas Station   | 43138-0087 (LT) |
| 2097 London Line Road, Sarnia   | Esso Gas Station   | 43132-0051 (LT) |
| 22216 Bloomfield Road,<br>Chatham   | Truck Stop and Esso Gas<br>Station (Pizza Pizza and<br>Subway) | 00877-0040 (LT) |
| 203 Indian Road, Sarnia   | Shell Gas Station  | 43226-0127 (LT) |
| 60 Rose Ave<br>Tilbury, ON  | Residential Home   | 00805-0194 (LT) |
| 39 Rose Avenue<br>Tilbury, ON   | Residential Home   | 00805-0148 (LT) |
| 1527 Provincial Road,<br>Windsor  | Esso Gas Station   | 01560-2611 (LT) |
| 1537 Provincial Road,<br>Windsor  |  | 01560-2703 (LT) |
| 12774 Innis Lake Road,<br>Caledon, Ontario  | Appearance of Large<br>Residential Home                        | 14348-0039 (LT) |
| 21 Laurentia Drive, Tilbury,<br>Ontario   | Residential Home   | 00805-0259 (LT) |
| 0 Humber Station Road,<br>Caledon   | Vacant Land  | 14326-0055 (LT) |
| Property owned Hwy 50 and<br>Castlemore Road  |  | 14213-0053 (LT) |
| PT LT 6, CON 7 ND. (TOR.GORE)<br>DES PTS 1 & 2, PL 43R35777;<br>SUBJECT TO AN EASEMENT IN<br>GROSS OVER PT 2, PL 43R35777<br>AS IN PR2264406; CITY OF<br>BRAMPTON |  | 14209-1729 (LT) |
| PART LOT 18 CON 2 EHS<br>(CHING) AND PART BLOCK 202<br>PLAN 43M1800 DESIGNATED<br>AS PART 2 PLAN 43R37497;<br>TOWN OF CALEDON                                     |  | 14235-5806 (LT) |
| PT LT 16 CON 5 PLYMPTON PT<br>1, 25R7472 & PT 1, 25R5839<br>EXCEPT PT 1, 25R7478;<br>PLYMPTON-WYOMING   |  | 43104-0011 (LT) |



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| Property Address/Location          | Nature of Property                             | PIN             |
|------------------------------------|--|-----------------|
| 5470 Walker Road, Tecumseh         | [Notice of Lease to Parkland Fuel Corporation] | 70622-0310(LT)  |
| 258 Merritt Avenue, Chatham        | Residential Home                               | 00524-0177(LT)  |
| 58 Partridge Crescent, Chatham, ON | Residential Home                               | 00532-0493 (LT) |
| 56 Partridge Crescent, Chatham, ON | Residential Home                               | 00535-0429 (LT) |
| 22 Lark Street, Chatham, ON        | Residential Home                               | 00532-0063 (LT) |

**MOTOR VEHICLES**

| Year/Make/Model            | VIN Number              | Lender/Creditors / PPSA / Registration Information  |
|----------------------------|-------------------------|---|
| 2017 Acura RDX             | VIN: 5J8TB4H59HL800841  | Honda Canada Finance Inc.<br>Registered on 2016/07/26<br>Maturity Date: 2020/07/20        |
| 2016 Cadillac Escalade AWD | VIN: 1GYS4CKJ9GR313326  | GM Financial Canada Leasing Ltd.<br>Registered on 2016/05/12<br>Maturity Date: 2020/05/04 |
| 2018 Lexus RX350L          | VIN: JTJDZKCA1J20009591 | Toyota Credit Canada Inc.<br>Registered on 2018/08/03<br>Maturity Date: 2023/07/31        |
| 2017 Audi A4 Progressiv    | VIN: WAUBNAF41HN052730  | VW Credit Canada Inc.<br>Registered on 2018/10/16<br>Maturity Date: 2023/10/04            |
| 2016 Volvo 670             | VIN: 4V4NC9EHXJN889186  | TPINE LEASING CAPITAL CORPORATION<br>Registered on: 2017/09/14                            |
| 2018 Lexus GX470           | VIN: JTJIM7FX5J5189350  | Toyota Credit Canada Inc.<br>Registered on: 2018/01/05                                    |

CANADIAN IMPERIAL BANK OF COMMERCE  
Plaintiff

-and-

SIMRANJIT DHILLON et al.  
Defendants

Court File No. CV-19-00628293-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**ORDER**

**LENCZNER SLAGHT ROYCE  
SMIEH GRIFFIN LLP**  
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Email: [jkras@litigate.com](mailto:jkras@litigate.com)

Lawyers for the Plaintiff

This is Exhibit M referred to in the  
affidavit of Virginia Selemidis  
sworn before me, this 2nd  
day of December 2019  
[Signature]  
A COMMISSIONER FOR TAKING AFFIDAVITS

Erin Frances O'Rourke, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires August 16, 2022.

## SCHEDULE "A"

Court File No. CV-19-00629058-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE

|                    |   |                                |
|--------------------|---|--------------------------------|
| THE HONOURABLE MR. | ) | WEDNESDAY THE 16 <sup>th</sup> |
|                    | ) |                                |
| JUSTICE HAINEY     | ) | DAY OF OCTOBER, 2019           |

BANK OF MONTREAL

Applicant

- and -

1254044 ONTARIO LIMITED, 2431264 ONTARIO INC.,  
 2189788 ONTARIO INC., 1552838 ONTARIO INC., 2542372 ONTARIO INC.,  
 1786675 ONTARIO LIMITED, 2034039 ONTARIO INC.,  
 2660556 ONTARIO LIMITED and 2541899 ONTARIO LIMITED

Respondents

APPLICATION UNDER Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3,  
 and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

**ORDER**  
**(appointing Receiver)**

THIS APPLICATION brought by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing MNP Ltd. as receiver (in such capacity, the "Receiver") without security, of all of the assets, undertakings and properties of 1254044 Ontario Limited ("125"), 2431264 Ontario Inc. ("243"), 2189788 Ontario Inc. ("218"), 1552838 Ontario Inc. ("155"), 2542372 Ontario Inc. ("254"), 1786675 Ontario Limited ("178"), 2034039 Ontario Inc. ("203"), 2660556 Ontario Limited ("266") and 2541899 Ontario Limited ("1899") (collectively the "Debtors") acquired for, or used in relation to businesses carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario (such appointment hereinafter being referred to as the "Receivership"). For certainty, the Debtors as referred to in this Order specifically do not refer

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to any other entities other than 125, 243, 218, 155, 254, 178, 203, 266 and 1899 and do not refer to any entities under an order of receivership in the CIBC Action defined below.

ON READING the affidavit of Jason Henderson sworn October 10, 2019 and the Exhibits thereto and on hearing the submissions of counsel for Bank of Montreal,

### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

### **DISCHARGE OF RECEIVER IN THE CIBC ACTION**

2. THIS COURT ORDERS that BDO Canada Limited, appointed by order of the Honourable Mr. Justice Hainey dated September 30, 2019 in court file no. CV-19-00628293-00CL (the "CIBC Action") as receiver of the assets, undertakings and properties of, among other parties, 125, 218 and 155, is hereby discharged as receiver of 125, 218 and 155 effective as of 1:00 p.m. (Toronto time) on the date of this Order.

~~3. THIS COURT ORDERS AND DECLARES that BDO Canada Limited is hereby released and discharged from any and all liability that BDO Canada Limited now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of BDO Canada Limited while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, BDO Canada Limited is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.~~

4. THIS COURT ORDERS that BDO Canada Limited shall be reimbursed for amounts set out in a payment agreement among BDO Canada Limited, CIBC and BMO, in accordance with that agreement, and that said amounts shall be deemed to have been borrowed under this Receivership and have the benefit of the Receiver's Borrowings Charge.

5. THIS COURT ORDERS that, other than as provided in this paragraph, nothing in this Order shall affect the charge granted in favour of BDO Canada Limited (the "CIBC Receiver") in the CIBC Action (the "CIBC Receiver's Charge"), including the assets pursuant to which such charge was granted, and that the CIBC Receiver's Charge and the receiver's borrowing charge granted in the CIBC Action shall rank *pari passu* with the Receiver's Charge and the Receiver's Borrowing Charge (as those terms are defined herein) granted in this Order as they pertain to the Property subject to this Receivership only. For the purpose of this paragraph, the charges in favour of BDO Canada Limited shall apply for the time period from September 30, 2019 to and including the date of this Order.

**APPOINTMENT**

6. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, MNP Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors, 125, 243, 218, 155 and 254, acquired for, or used in relation to businesses carried on by the Debtors, including all proceeds thereof (the "Property").

178, 203, 266 and 1899

JH

7. THIS COURT ORDERS that the appointment of the Receiver hereunder is effective notwithstanding an order of the Honourable Mr. Justice Hainey made in the CIBC Action dated October 7, 2019 amending an order dated September 30, 2019 granting to Canadian Imperial Bank of Commerce a Mareva injunction (collectively the "Mareva Order") and nothing in the Mareva Order shall impair the powers of the Receiver as granted herein, save and except that all bank accounts and bank account balances of the Debtors, 125, 243, 218, 155 and 254, existing at the time of the making of this Order shall remain subject to the Mareva Order.

178, 203, 266 and 1899

JH

**RECEIVER'S POWERS**

8. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

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- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;

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- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate, provided that the proceeds of the sale of any real-property or non-inventory personal property (tangible or intangible) or accounts of any of the Debtors' existing at the time of the making of this Order shall be retained by the Receiver and remain subject to the Mareva Order;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause or, in the opinion of the Receiver, court approval is otherwise necessary or desirable regardless of the value of the transaction;



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and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the Receivership, and to share information, subject to such terms as to confidentiality, including without limitation of any Court order, and as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

9. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

10. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 7 or in paragraph 8 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

11. THIS COURT ORDERS that books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related primarily to the business or affairs of the persons and entities, other than the Debtors, subject to the Mareva Injunction Order dated September 30, 2019, as amended on October 7, 2019, as set out in Schedule "B", and any computer programs, computer tapes, computer disks, or other data

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storage media containing any such information that comes into the possession of the Receiver (the “**Non-Debtor Records**”), shall be delivered to BDO Canada Limited, and not kept in the possession of the Receiver;

12. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

13. THIS COURT ORDERS that all Persons are hereby enjoined and restrained from in any way altering, concealing, defacing, destroying, discarding, erasing or otherwise tampering or adversely dealing with any of the Property of the Debtors or from removing any Property in the ordinary course of business, from the premises of the Debtors without the prior written consent of the Receiver.

14. THIS COURT ORDERS that any security personnel engaged by the Receiver pursuant to paragraph 8(b) herein shall be authorized and entitled, but not required, to escort or remove any Persons onto or from the Property of the Debtors as the Receiver may in its sole discretion consider it necessary or desirable to escort or remove.

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**OBLIGATIONS OF THE DEBTORS AND OTHERS**

15. THIS COURT ORDERS that all of the current and former directors, officers, employees, agents, accountants, and shareholders of the debtors, and all other persons acting under instructions or on behalf and all persons with notice of this order are hereby restrained from:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with the Property, wherever situate;
- (b) instructing, requesting, counseling, commanding, or encouraging any other person to do the acts identified in subparagraph 15(a) above; and
- (c) facilitating, assisting in, aiding, abetting or participating in any of the activities set out in subparagraph 15(a) above,

without prior written approval and instructions from the Receiver.

**NO PROCEEDINGS AGAINST THE RECEIVER**

16. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

**NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

17. THIS COURT ORDERS that with the exception of the CIBC Action, no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

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**NO EXERCISE OF RIGHTS OR REMEDIES**

18. THIS COURT ORDERS that with the exception of the CIBC Action, all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

**NO INTERFERENCE WITH THE RECEIVER**

19. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

20. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### RECEIVER TO HOLD FUNDS

21. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

### EMPLOYEES

22. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

### PIPEDA

23. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all

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material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

24. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

25. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

## RECEIVER'S ACCOUNTS

26. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

28. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

## FUNDING OF THE RECEIVERSHIP

29. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$5,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or



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otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

30. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

31. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

32. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### **SERVICE AND NOTICE**

33. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol.

34. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier,

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personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **GENERAL**

35. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

36. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

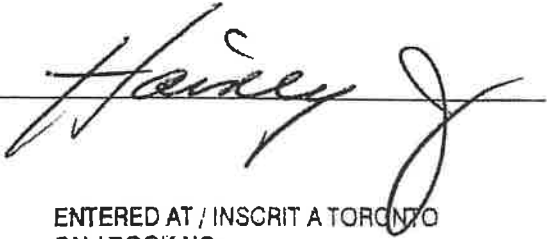
37. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

38. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

39. THIS COURT ORDERS that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

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40. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

A handwritten signature in black ink, appearing to read "Harvey J.", is written over a horizontal line.

ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

OCT 30 2019

PER / PAR: 

**TAB 3**

Court File No. CV-19-00632077-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)**

BETWEEN

**FIRSTONTARIO CREDIT UNION LIMITED**

**Applicant**

**-AND-**

**1393382 ONTARIO LIMITED**

**Respondent**

**APPLICATION UNDER** Subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended, Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended, and Rule 14.05(3)(g) and (h) of the *Rules of Civil Procedure*

**CONSENT TO ACT**

The undersigned, msi Spergel Inc. ("Spergel"), hereby consents to the appointment of Spergel as receiver, without security, of all of the assets, undertakings and properties of 1393382 Ontario Limited, located at property municipally known as 22216 Bloomfield Road, Chatham, Ontario, including land, buildings, pumps and related operating assets (the "Property"), and legally described as:

|             |   |
|-------------|---|
| PIN         | 00877 – 0040 (LT)   |
| DESCRIPTION | PT LT 18, CON A, RALEIGH, AS IN 477708, TOGETHER WITH EASEMENT AS IN CK32321 OVER PART OF LOT 18, |

|  |                       |
|--|-----------------------|
|  | 24R8539; CHATHAM-KENT |
|--|-----------------------|

pursuant to the provisions of subsection 243(1) of the Bankruptcy and Insolvency Act, R.S.O. 1990, c. C.43, as amended, and the terms of an order substantially in the form filed in the above proceeding.

DATED at Hamilton, Ontario, this 2<sup>nd</sup> day of December, 2019.

**msi Spergel Inc.**

Per:



Name: Trevor Pringle

Title: Senior Vice-President

I have authority to bind the corporation

**FIRSTONTARIO CREDIT UNION LIMITED**  
Applicant

- AND -

**1393882 ONTARIO LIMITED**  
Respondent

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL COURT**

PROCEEDINGS COMMENCED AT TORONTO

**APPLICATION RECORD**

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Lawyers for the Applicant