

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

**2236715 ONTARIO LIMITED
o/a LUXURY AND SPORTS CARS**

Respondent

**APPLICATION UNDER SUBSECTION 47(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

APPLICATION RECORD

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Lawyers for the applicant, Royal Bank
of Canada

TO: THE ATTACHED SERVICE LIST

SERVICE LIST
(Current as of July 3, 2018)

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**AND TO: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE**
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INDEX

INDEX

TAB	DOCUMENT
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1	Notice of Application returnable July 4, 2018
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2	Draft Interim Receivership Order
---	----------------------------------

3	Blackline to Model Order
---	--------------------------

4	Affidavit of Kevin Leung sworn July 3, 2018
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Exhibit "A"	Corporation Profile Report of 2236715 Ontario Limited
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Exhibit "B"	Credit Agreement dated May 28, 2013
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Exhibit "C"	VISA business card agreement dated June 17, 2013
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Exhibit "D"	General Security Agreement dated June 10, 2013
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Exhibit "E"	Copy of the Guarantee dated June 10, 2013
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Exhibit "F"	Certified PPSA search results for the Debtor as of June 6, 2018 with verbal PPSA search results as of July 2, 2018
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Exhibit "G"	Demand Letter and BIA Notice dated April 10, 2018
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Exhibit "H"	Guarantor Demand Letter dated April 10, 2018
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Exhibit "I"	Forbearance Agreement dated May 11, 2018
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Exhibit "J"	Statement of Claim issued June 18, 2018
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Exhibit "K"	Notice of Intent to Defend dated June 20, 2018
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Exhibit "L"	Correspondence between M. Spence and M. Soble
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5	Consent of msi Spergel inc. to act as interim receiver
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TAB 1

Court File No. CV-18-00600821-COCL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -



**2236715 ONTARIO LIMITED
o/a LUXURY AND SPORTS CARS**

Respondent

**APPLICATION UNDER SUBSECTION 47(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

NOTICE OF APPLICATION

TO THE RESPONDENT

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

THIS APPLICATION will come on for a hearing before a judge presiding over the Commercial List at 330 University Avenue, Toronto, Ontario on Wednesday, July 4, 2018, at 9:30 a.m. or as soon after that time as the matter can be heard on the application of the Applicant.

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 two days before the hearing.

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

Date: July 3, 2018

Issued by



Local registrar

Ray Williams, Registrar

Address of

court office: 330 University Avenue
Toronto, Ontario
M5G 1R7

TO: ALL THE PARTIES ON THE ATTACHED SERVICE LIST

APPLICATION

THE APPLICANT, ROYAL BANK OF CANADA ("RBC"), MAKES APPLICATION FOR AN ORDER, among other things:

- a) if necessary, abridging the time for service and filing of this notice of application and the application record or, in the alternative, dispensing with same;
- b) appointing msi Spergel inc. ("Spergel") as interim receiver (in such capacity, the "**Interim Receiver**") without security, of all of the assets, undertakings and properties of 2236715 Ontario Limited o/a Luxury and Sports Cars (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**"); and
- c) such further and other relief as counsel may advise and this Court may permit.

THE GROUNDS FOR THE APPLICATION ARE:

- a) the Debtor is a corporation incorporated pursuant to the laws of the Province of Ontario;
- b) the Debtor is currently indebted to RBC with respect to certain credit facilities (the "**Credit Facilities**") granted by RBC pursuant to and under the terms of: (i) a letter agreement dated May 28, 2013 and accepted June 10, 2013 (as may have been amended, replaced, restated or supplemented from time to time, the "**Credit Agreement**"); and (ii) a VISA business card agreement dated June 17, 2013 (together with the Credit Agreement, the "**Credit Agreements**");
- c) as security for its obligations to RBC, the Debtor provided security in favour of RBC, including, without limitation, a General Security Agreement dated June 10, 2013 (the "**Security**"), registration of which was duly made pursuant to the *Personal Property Security Act* (Ontario) (the "**PPSA**");
- d) RBC has also made separate registrations pursuant to the PPSA against certain specific motor vehicles which are covered by the Security;

- e) the obligations of the Debtor to RBC were guaranteed by Hossein Totonchian and Tana Totonchian (together, the **"Guarantors"**) pursuant to and under the terms of a Guarantee and Postponement of Claim dated June 10, 2013, limited to the sum of \$490,000.00, together with interest thereon from the date of demand for payment at a rate equal to RBC's prime interest rate plus five percent (5.0%) (the **"Guarantee"**);
- f) the Debtor is in default of its obligations to RBC under Credit Agreements in that, among other things, the Debtor has continually failed to honour its reporting covenants to RBC;
- g) as of April 9, 2018, the total indebtedness of the Debtor to RBC amounted to approximately \$450,284.84 in principal and interest, plus accruing interest and any all recovery costs and expenses, including, without limitation, RBC's legal and other professional fees (collectively, the **"Indebtedness"**);
- h) by letters dated April 10, 2018, RBC made demand on the Debtor and the Guarantors for payment of the Indebtedness. The Debtor and the Guarantors have refused or neglected to pay these amounts;
- i) RBC, the Debtor, and the Guarantors entered into a forbearance agreement dated May 11, 2018 (the **"Forbearance Agreement"**);
- j) pursuant to the Forbearance Agreement, the Debtor executed a consent to the immediate private or court-appointment of an interim receiver, receiver or receiver and manager (the **"Secured Consent"**), to be held in escrow by RBC's counsel and used in the event of termination of the Forbearance Period if RBC is not repaid in full. The Secured Consent is effective immediately upon its execution and delivery to RBC, notwithstanding any failure by the Debtor to fulfill any conditions precedent specified in the Forbearance Agreement;
- k) the Forbearance Agreement contained a condition precedent requiring the Debtor to provide RBC with a margin report as at the close of business on each of December 31, 2017, and March 31, 2018. The Debtor failed to deliver the

required margin report, and accordingly, RBC's obligation to forbear from enforcing its rights and remedies was never engaged;

- l) in light of the Debtor's failure to deliver the required margin report, on or about June 4, 2018, with the consent of the Debtor, RBC engaged Spergel as a consultant (in such capacity, the "**Consultant**") to, among other things, review and report to RBC with regard to the Debtor's financial and operational performance, and to evaluate RBC's security position;
- m) on or about June 15, 2018, the Consultant attended at the Debtor's premises to carry out its mandate. At that attendance, the Consultant discovered that substantially all of the Debtor's personal property (i.e. the used cars that form the Debtor's inventory) *had been removed from the premises, effectively defeating the enforcement of RBC's rights and remedies under the Security*;
- n) as a result, RBC is entitled to rely on the Secured Consent;
- o) RBC wishes to take any and all steps necessary to protect the Security and then realize on same;
- p) given the various security interests in the assets of the Debtor and the nature of the collateral, RBC believes that the initial appointment of an interim receiver will enhance the prospect of recovery by RBC and protect all stakeholders;
- q) RBC has, at all times, acted in good faith towards the Debtor and has been understanding and patient in its arrangements with the Debtor. It is reasonable and prudent for RBC to begin the enforcement of its Security in an effort to recover its outstanding loans to the Debtor and it is within RBC's rights to do so;
- r) the Debtor is insolvent and unable to fulfill all its obligations to RBC;
- s) an interim receiver is necessary for the protection of both the Debtor's estate, the interests of RBC and, perhaps, other stakeholders;
- t) the appointment of an interim receiver is provided for in the Security;

- u) the other grounds set out in the affidavit of Kevin Leung sworn July 3, 2018 (the “**Leung Affidavit**”);
- v) in the circumstances, it is just and equitable that an interim receiver be appointed to protect the interests of RBC;
- w) Spergel is a licensed trustee in bankruptcy and is familiar with the circumstances of the Debtor and its arrangements with RBC;
- x) Spergel has consented to being appointed as interim receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof;
- y) Subsection 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
- z) Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- aa) Rules 1.04, 2.03, 3.02 and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- bb) Such further and other grounds as counsel may advise and this Court may permit.

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

- a) the Leung Affidavit;
- b) the consent of Spergel to act as Interim Receiver of the Debtor; and
- c) such other material as counsel may submit and this Court may permit.

July 3, 2018

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Lawyers for Royal Bank of Canada

ROYAL BANK OF CANADA

- and -

2236715 ONTARIO LIMITED o/a LUXURY AND SPORTS
CARS

Applicant

Respondent

Court File No. CV-18-0060821-001

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

NOTICE OF APPLICATION

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Lawyers for Royal Bank of Canada

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

JUSTICE

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)

WEDNESDAY, THE 4th

DAY OF JULY, 2018

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -



**2236715 ONTARIO LIMITED
o/a LUXURY AND SPORTS CARS**

Respondent

**APPLICATION UNDER SUBSECTION 47(1) OF THE *BANKRUPTCY AND
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COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

ORDER

THIS APPLICATION, made by Royal Bank of Canada (“**RBC**”), for an Order, *inter alia*, pursuant to subsection 47(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. (“**Spergel**”) as interim receiver (in such capacity, the “**Interim Receiver**”), without security, of all of the assets, undertakings and properties of 2236715 Ontario Limited o/a Luxury and Sports Cars (the “**Debtor**”) acquired for, or used in relation to the Debtor’s business, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Kevin Leung sworn July 3, 2018 and the exhibits thereto (the “**Leung Affidavit**”), the consent of Spergel to act as the Interim Receiver, and on hearing the submissions of counsel for RBC, no one appearing for any other person on the service list, although served as appears from the affidavit of service of  sworn July , 2018, filed,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to subsection 47(1) of the BIA and section 101 of the CJA, Spergel is hereby appointed Interim Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the “**Property**”) until the earlier of:

- (a) the taking of possession by a receiver, within the meaning of subsection 243(2) of the BIA, of the Property;
- (b) the taking of possession by a trustee in bankruptcy of the Property; and
- (c) August 3, 2018.

INTERIM RECEIVER’S POWERS

3. **THIS COURT ORDERS** that the Interim 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 Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:

- (a) to monitor the Debtor's receipts and disbursements, including, without limitation, the right to access all information relating to the Debtor's accounts or finance activities at any financial institution;
- (b) to 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 investigate and prepare a financial report as to the operations of the Debtor which will include the assets, liabilities and disposition of all Property for the twelve (12) month period preceding the date of this Order;
- (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 Interim Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to summarily dispose of the Property that is perishable or likely to depreciate rapidly in value;
- (f) to conduct examinations, if deemed necessary, including, without limitation, an examination of Hussein Totonchian and Tana Totonchian;
- (g) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable; and
- (h) 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 Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

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

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Interim 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 Interim Receiver, and shall deliver all such Property to the Interim Receiver upon the Interim Receiver’s request. For greater certainty, the Debtor and/or Hussein Totonchian personally shall immediately provide to the Interim Receiver the information requested by RBC’s counsel by way of its email dated June 25, 2018, addressed to the Debtor’s counsel.

5. **THIS COURT ORDERS** that, upon receiving a request by the Interim Receiver, the Ministry of Transportation, Service Ontario, and/or any other government department, ministry or agency responsible for vehicle registration in any other Province or Territory of Canada, are hereby directed to provide the Interim Receiver with details relating to any transfer of ownership of any of the Property, including, without limitation, the identities of the parties to the transfer, the consideration paid and any other details reasonably incidental thereto.

6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Interim 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 Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim 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 Interim Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim 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 Debtor to carry on any business which the Debtor is not lawfully entitled to carry on; (ii) exempt 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 INTERIM RECEIVER

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

CONTINUATION OF SERVICES

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

INTERIM RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Interim 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 Interim 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 Interim Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor. The Interim Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in subsection 14.06(1.2) of the BIA, other than such amounts as the Interim Receiver may specifically agree in writing to pay, or in respect of its obligations under subsections 81.4(5) and 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* and any other applicable provincial privacy legislation, the Interim 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 Interim 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 Interim Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Interim 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 Interim Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Interim Receiver shall not, as a result of this Order or anything done in pursuance of the Interim 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 INTERIM RECEIVER’S LIABILITY

17. **THIS COURT ORDERS** that the Interim 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 subsections 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 Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

INTERIM RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the “**Interim 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 Interim 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 subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

SERVICE AND NOTICE

21. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 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: <http://www.spergel.ca/luxurycars/>.

22. **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

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

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

25. **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 Interim 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 Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.

26. **THIS COURT ORDERS** that the Interim 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 Interim 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.

27. **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 Interim Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

28. **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 Interim 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.

ROYAL BANK OF CANADA

Applicant

- and -

**2236715 ONTARIO LIMITED o/a LUXURY AND SPORTS
CARS**

Respondent

Court File No. CV-18-00600821-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

INTERIM RECEIVERSHIP ORDER

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Lawyers for Royal Bank of Canada

TAB 3

Court File No. ——— CV-18-00600821-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE ———)	WEEKDAY, THE #
)	
JUSTICE ———)	DAY OF MONTH, 20YR

PLAINTIFF¹

Plaintiff

<u>THE HONOURABLE</u>)	<u>WEDNESDAY, THE 4th</u>
)	
<u>JUSTICE</u>)	<u>DAY OF JULY, 2018</u>

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

DEFENDANT

Defendant

2236715 ONTARIO LIMITED
o/a LUXURY AND SPORTS CARS

Respondent

¹ The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application.
This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

**APPLICATION UNDER SUBSECTION 47(1) OF THE BANKRUPTCY AND
INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**ORDER
(appointing Receiver)**

THIS MOTION APPLICATION, made by the Plaintiff² Royal Bank of Canada ("RBC"), for an Order, *inter alia*, pursuant to section ~~243~~ subsection 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA"), and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA"), appointing ~~[RECEIVER'S NAME]~~ asmsi Spergel inc. ("Spergel") as interim receiver ~~[and manager]~~ (in such capacities capacity, the "Interim Receiver"), without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~ (the "Debtor" 2236715 Ontario Limited o/a Luxury and Sports Cars (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor's business, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~ Kevin Leung sworn ~~[DATE]~~ July 3, 2018 and the Exhibits thereto July 3, 2018 and the exhibits thereto (the "Leung Affidavit"), the consent of Spergel to act as the Interim Receiver, and on hearing the submissions of counsel for ~~[NAMES]~~ RBC, no one appearing for ~~[NAME]~~ any other person on the service list, although duly served as appears from the affidavit of service of ~~[NAME]~~ sworn ~~[DATE]~~ and on reading the consent of ~~[RECEIVER'S NAME]~~ to act as the Receiver, ~~<*>~~ sworn July <*>, 2018, filed.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the ~~Notice of Motion and the Motion and filing of the notice of application and the application record~~ is hereby abridged and validated³ so that this ~~motion~~ application is properly returnable today and hereby dispenses with further service thereof.

² Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

³ If service is effected in a manner other than as authorized by the *Ontario Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to ~~section 243~~subsection 47(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~Spergel is hereby appointed Interim Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").") until the earlier of:

- (a) the taking of possession by a receiver, within the meaning of subsection 243(2) of the BIA, of the Property;
- (b) the taking of possession by a trustee in bankruptcy of the Property; and
- (c) August 3, 2018.

INTERIM RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Interim 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 Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:

- (a) ~~to take possession of and exercise control over the Property and any and all proceeds;~~monitor the Debtor's receipts and disbursements arising out of or from the Property, including, without limitation, the right to access all information relating to the Debtor's accounts or finance activities at any financial institution;
- (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; investigate and prepare a financial report as to the operations of the Debtor which will include the assets, liabilities and disposition of all Property for the twelve (12) month period preceding the date of this Order;
- (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 Interim 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; summarily dispose of the Property that is perishable or likely to depreciate rapidly in value;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies; conduct examinations, if deemed necessary, including, without limitation, to enforce any security held by the Debtor an examination of Hussein Totonchian and Tana Totonchian;
- (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.⁴ 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 Act*, as the case may be,]⁵ shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.~~

~~(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;~~

⁴ This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.

⁵ If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.

- (g) ~~(m)~~ to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality as the Interim 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~~
- (h) ~~(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 Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

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

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**") and each being a "**Person**") shall forthwith advise the Interim 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 Interim Receiver, and shall deliver all such Property to the Interim Receiver upon the Interim Receiver's request. 's request. For greater certainty, the Debtor and/or Hussein Totonchian personally shall immediately provide to the Interim Receiver the information requested by RBC's counsel by way of its email dated June 25, 2018, addressed to the Debtor's counsel.

5. THIS COURT ORDERS that, upon receiving a request by the Interim Receiver, the Ministry of Transportation, Service Ontario, and/or any other government department, ministry or agency responsible for vehicle registration in any other Province or Territory of Canada, are hereby directed to provide the Interim Receiver with details relating to any transfer of ownership of any of the Property, including, without limitation, the identities of the parties to the transfer, the consideration paid and any other details reasonably incidental thereto.

6. 5.-THIS COURT ORDERS that all Persons shall forthwith advise the Interim 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 Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim 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 Interim Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim 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 INTERIM RECEIVER

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

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services ~~as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names,~~ provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the ~~Receiver~~ Debtor 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~~ Debtor, or as may be ordered by this Court.

INTERIM RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Interim 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 Interim 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 Interim Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, ~~the and any other applicable provincial privacy legislation,~~ the Interim 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 Interim 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 Interim Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Interim 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 Interim Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Interim Receiver shall not, as a result of this Order or anything done in pursuance of the Interim 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 INTERIM RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Interim 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 subsections 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 Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

INTERIM RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Interim Receiver and counsel to the Interim 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 Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the **"Interim 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 Interim 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~~subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

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

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Interim 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~~normal rates and charges of the Interim Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

~~21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$_____ (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~~

⁶ Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".

~~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.~~

~~22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.~~

~~23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.~~

~~24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.~~

SERVICE AND NOTICE

21. ~~25.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 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:
'@'http://www.spergel.ca/luxurycars/.

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

GENERAL

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

24. ~~28.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of the Debtor.

25. ~~29.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim 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 Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.

26. ~~30.~~ **THIS COURT ORDERS** that the Interim 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 Interim 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.

27. ~~31.~~ **THIS COURT ORDERS** that the PlaintiffApplicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the PlaintiffApplicant's security or, if not so provided by the PlaintiffApplicant's security, then on a substantial indemnity basis to be paid by the Interim Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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



SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. 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.

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

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

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

5. ~~Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.~~
6. ~~The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.~~
7. ~~The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.~~

DATED the _____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per:

Name:

Title:

33047564-1

ROYAL BANK OF CANADA

2236715 ONTARIO LIMITED o/a LUXURY AND SPORTS

- and -

CARS

Applicant

Respondent

Court File No. CV-18-00600821-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

INTERIM RECEIVERSHIP ORDER

AIRD & BERLIS LLP

Barristers and Solicitors

Brookfield Place

181 Bay Street, Suite 1800

Toronto, ON M5J 2T9

Ian Aversa (LSUC # 55449N)

Tel: (416) 865-3082

Fax: (416) 863-1515

E-mail: iaversa@airdberlis.com

Miranda Spence (LSUC # 60621MD)

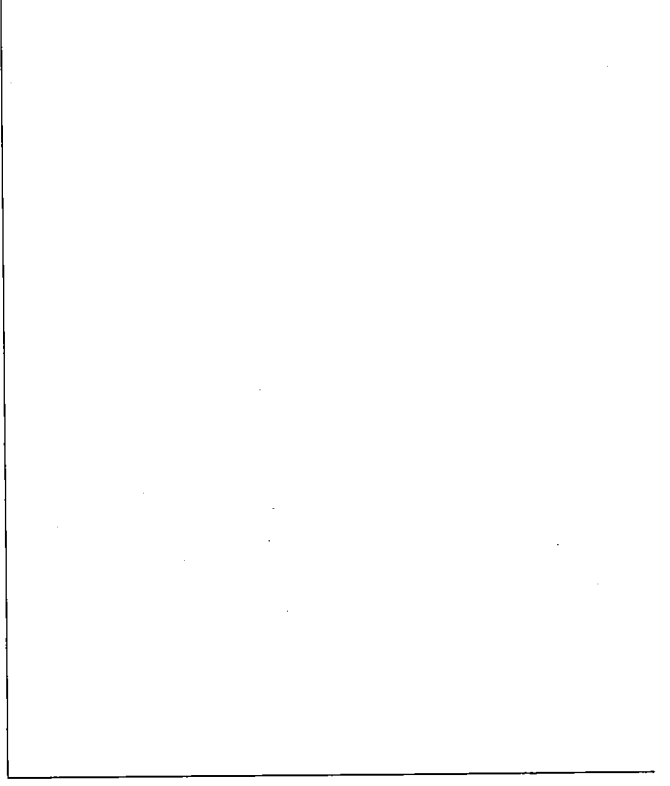
Tel: (416) 865-3414

Fax: (416) 863-1515

E-mail: mspence@airdberlis.com

Lawyers for Royal Bank of Canada

| 33043185.3



Document comparison by Workshare Compare on July-03-18 2:46:00 PM

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Document 2 ID	interwovenSite://AB-WS1/CM/33043185/3
Description	#33043185v3<CM> - Order re_ Appointment of Interim Receiver (Luxury Sports)
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	205
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Moved from	0
Moved to	0

TAB 4

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

**2236715 ONTARIO LIMITED
o/a LUXURY AND SPORTS CARS**

Respondent

**APPLICATION UNDER SUBSECTION 47(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**AFFIDAVIT OF KEVIN LEUNG
(sworn July 3, 2018)**

I, **KEVIN LEUNG**, of the City of Brampton, in the Province of Ontario, **MAKE OATH
AND SAY AS FOLLOWS:**

1. I am a Manager in the Special Loans and Advisory Services Department at Royal Bank of Canada (“**RBC**”), a secured creditor of 2236715 Ontario Limited o/a Luxury and Sports Cars, the respondent herein (the “**Debtor**”). As such, I have personal knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all such cases, believe it to be true.

DESCRIPTION OF THE DEBTOR

2. The Debtor is a corporation incorporated on March 10, 2010 pursuant to the laws of the Province of Ontario. A copy of the Debtor's corporation profile report is attached as **Exhibit A** to this Affidavit.

3. The Debtor operates as a dealership of used luxury and sports cars.

4. According to the Debtor's corporation profile report, Hossein Totonchian is the Debtor's sole director and officer. To the best of my knowledge, Tana Totonchian is Mr. Totonchian's wife.

5. The Debtor's corporation profile report indicates that the Debtor's head office is located at the address municipally known as 4160 Steeles Avenue West, Toronto, Ontario, L4L 3S8.

RBC CREDIT FACILITIES AND RBC SECURITY

6. The Debtor is currently indebted to RBC with respect to certain credit facilities (the "**Credit Facilities**") granted by RBC pursuant to and under the terms of: (i) a letter agreement dated May 28, 2013 and accepted June 10, 2013 (as may have been amended, replaced, restated or supplemented from time to time, the "**Credit Agreement**"); and (ii) a VISA business card agreement dated June 17, 2013 (together with the Credit Agreement, the "**Credit Agreements**"). A copy of the Credit Agreement is attached as **Exhibit B** to this Affidavit and a copy of the VISA business card agreement is attached as **Exhibit C** to this Affidavit.

7. As security for its obligations to RBC, the Debtor provided security in favour of RBC, including, without limitation, a General Security Agreement dated June 10, 2013 (the

“**Security**”), registration of which was duly made pursuant to the *Personal Property Security Act* (Ontario) (the “**PPSA**”). A copy of the Security is attached as **Exhibit D** to this Affidavit.

8. RBC has also made separate registrations pursuant to the PPSA against certain specific motor vehicles which are covered by the Security.

9. The obligations of the Debtor to RBC were guaranteed by Hossein Totonchian and Tana Totonchian (together, the “**Guarantors**” and, collectively with the Debtor, the “**Credit Parties**”) pursuant to and under the terms of a Guarantee and Postponement of Claim dated June 10, 2013 limited to the sum of \$490,000, together with interest thereon from the date of demand for payment at a rate equal to RBC’s prime interest rate plus five percent (5%) (the “**Guarantee**”). A copy of the Guarantee is attached as **Exhibit E** to this Affidavit.

THE DEBTOR’S OTHER SECURED CREDITORS

10. Copies of the certified PPSA search results for the Debtor, with currency to June 6, 2018, together with the verbal PPSA search results, with currency to July 2, 2018, are attached as **Exhibit F** to this Affidavit.

11. The PPSA search results show that RBC has a registration in first place over all the assets, properties and undertakings of the Debtor, and that RBC has also made separate registrations against certain vehicles which were located at the Debtor’s premises, and which are covered by the Security.

12. Nextgear Capital has a registration in second place over all the assets, properties and undertakings of the Debtor, together with a number of further second place registrations in the

name of Nextgear Capital Corporation over specific motor vehicles. There are also a number of second place registrations over specific motor vehicles in favour of Chartreuse Bancorp Inc.

FINANCIAL DIFFICULTIES AND DEFAULT

13. The Debtor has not provided RBC with any margin reporting or financial information since November 30, 2017. This failure constitutes a default under the Credit Agreements.

14. By letter dated April 10, 2018, RBC made written demand for payment of the indebtedness on the Debtor (the “**Demand Letter**”). The Demand Letter was accompanied by a Notice of Intention to Enforce Security addressed to the Debtor prepared pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA Notice**”). Copies of the Demand Letter and the BIA Notice are attached as **Exhibit G** to this Affidavit.

15. By letter dated April 10, 2018, RBC also made written demand for payment of the indebtedness on the Guarantors (the “**Guarantor Demand Letter**” and, together with the Demand Letter, the “**Demand Letters**”). A copy of the Guarantor Demand Letter is attached as **Exhibit H** to this Affidavit.

16. Following the issuance of the Demand Letter and the Guarantor Demand Letter, RBC and the Credit Parties executed a forbearance agreement dated May 11, 2018 (the “**Forbearance Agreement**”). A copy of the Forbearance Agreement is attached as **Exhibit I** to this Affidavit.

17. Pursuant to the Forbearance Agreement, among other things:

- (a) the Credit Parties acknowledged that certain defaults under the Credit Agreements had occurred and were continuing;
- (b) RBC agreed to forbear from exercising its rights and remedies under the Credit Agreements, the Guarantee, the Security, the PPSA and other applicable law, until the earlier of October 26, 2018, or the occurrence of an Intervening Event (as defined in the Forbearance Agreement) (the “**Forbearance Period**”);
- (c) the Debtor executed a consent to the immediate private or court-appointment of an interim receiver, receiver or receiver and manager (the “**Secured Consent**”), to be held in escrow by RBC’s counsel and used in the event of termination of the Forbearance Period if RBC is not repaid in full;
- (d) each of the Credit Parties executed a consent to immediate judgment in favour of RBC in respect of all amounts owing under the Credit Agreements and the Guarantee (the “**Consent to Judgment**”), to be held in escrow by RBC’s counsel and used in the event of termination of the Forbearance Period if RBC is not repaid in full;
- (e) each of the Secured Consent and the Consent to Judgment is effective immediately upon its execution and delivery to RBC, notwithstanding any failure by the Debtor to fulfill any conditions precedent specified in the Forbearance Agreement;

- (f) each of the Credit Parties agreed to continue to honour the reporting requirements set out in the Credit Agreements, as amended by the Forbearance Agreement, and to strictly adhere to such requirements during the Forbearance Period;
- (g) each of the Credit Parties agreed to cooperate fully with RBC, including, without limitation, by providing promptly all required information, and providing RBC with full access to the books, records, property, assets and personnel of the Credit Parties; and
- (h) each of the Credit Parties covenanted and agreed with RBC not to do any act or thing which may have the effect of defeating or delaying the enforcement of RBC's rights and remedies under the Security, among other agreements.

18. Among other things, the Forbearance Agreement included a condition precedent requiring the Debtor to provide RBC with a margin report as at the close of business on each of December 31, 2017, and March 31, 2018. The Debtor failed to deliver the required margin report, and accordingly, RBC's obligation to forbear from enforcing its rights and remedies was never engaged.

19. In light of the Debtor's failure to deliver the required margin report, on or about June 4, 2018, with the consent of the Debtor, RBC engaged msi Spergel inc. ("**Spergel**") as a consultant (in such capacity, the "**Consultant**") to, among other things, review and report to RBC with regard to the Debtor's financial and operational performance, and to evaluate RBC's security position.

20. On or about June 15, 2018, Mukul Manchanda, an employee of the Consultant, attended at the Debtor's premises to carry out its mandate. At that attendance, Mr. Manchanda discovered that substantially all of the Debtor's personal property (i.e. the used cars that form the Debtor's inventory) had been removed from the premises, effectively defeating the enforcement of RBC's rights and remedies under the Security.

21. As a result, RBC is entitled to rely on the Secured Consent and the Consent to Judgment.

INITIATION OF LEGAL PROCEEDINGS

22. On June 18, 2018, RBC issued a statement of claim naming each of the Credit Parties as defendants, and seeking judgment in accordance with the Consent to Judgment. A copy of the statement of claim is attached as **Exhibit J** to this Affidavit.

23. On June 20, 2018, counsel for the Credit Parties served a notice of intent to defend, a copy of which is attached as **Exhibit K** to this Affidavit.

24. Since the initiation of legal proceedings, RBC's counsel has made repeated requests of the Credit Parties' counsel to provide information as to the current whereabouts of the vehicles over which RBC holds security, and which the Debtor surreptitiously removed from its premises. The Credit Parties' counsel has refused to provide this information, citing the ongoing legal proceedings. The relevant correspondence is attached as **Exhibit L** to this Affidavit.

25. RBC remains entitled to this information in accordance with the terms of the Security. The Debtor's refusal to provide this information raises serious concerns as to whether the Debtor will be able to repay its obligations to RBC.

26. As set out in the Demand Letters, as at April 9, 2018, the total indebtedness of the Debtor to RBC amounted to approximately \$450,284.84 in principal and interest, plus accruing interest and any all recovery costs and expenses, including, without limitation, RBC's legal and other professional fees (collectively, the "**Indebtedness**").

27. As of the date of the swearing of this Affidavit, none of the Credit Parties have paid any amounts towards the Indebtedness.

APPOINTMENT OF AN INTERIM RECEIVER

28. The Debtor has breached the terms of the Credit Agreements by, among other things, failing to report to RBC and taking steps to defeat RBC's enforcement of its Security. RBC is concerned about the ability of the Credit Parties to pay and perform their respective obligations to RBC.

29. The Debtor has shown itself to be insolvent and unable to fulfill all its obligations to RBC.

30. RBC wishes to take any and all steps necessary to protect the property of the Debtor and realize on same.

31. RBC has, at all times, acted in good faith towards the Debtor. At this time, however, it considers it reasonable and prudent for it to begin the enforcement of its Security in an effort to recover its outstanding loans to the Debtor and it is within RBC's rights to do so.

32. Given the various interests in the assets of the Debtor and the nature of the collateral, RBC believes that the appointment of an interim receiver will enhance the prospect of recovery by RBC.

33. In the circumstances set out above, I believe that it is just and equitable that an interim receiver be appointed. An interim receiver is necessary for the protection of both the Debtor's estate, the interests of RBC and, perhaps, other stakeholders.

34. RBC proposes that Spergel be appointed as interim receiver of the Debtor. Spergel is a licensed trustee in bankruptcy and is familiar with the circumstances of the Debtor and its arrangements with RBC.

35. Spergel has consented to act as interim receiver should the Court so appoint it.

36. This Affidavit is made in support of the within application for the appointment of Spergel as interim receiver of the Debtor, and for no other or improper purpose whatsoever.

SWORN before me at the City of
Toronto, in the Province of Ontario,
this 3rd day of July, 2018.

Commissioner for taking affidavits, etc.

Miranda Spence

)
)
)
)



KEVIN LEUNG

ROYAL BANK OF CANADA

- and -

**2236715 ONTARIO LIMITED o/a LUXURY AND SPORTS
CARS**

Applicant

Respondent

Court File No. CV-18-00600821-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

AFFIDAVIT OF KEVIN LEUNG
(sworn July 3, 2018)

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

Ian Aversa (LSUC # 55449N)
Tel: (416) 865-3082
Fax: (416) 863-1515
E-mail: iaversa@airdberlis.com

Miranda Spence (LSUC # 60621M)
Tel: (416) 865-3414
Fax: (416) 863-1515
E-mail: mspence@airdberlis.com

Lawyers for Royal Bank of Canada

Tab A

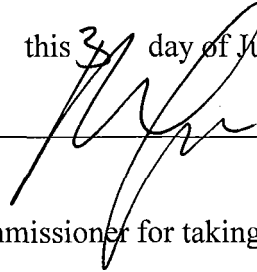
Attached is **Exhibit "A"**

referred to in the

Affidavit of KEVIN LEUNG

sworn before me

this 31 day of July, 2018

A handwritten signature in black ink, appearing to be 'M. J. ...', is written over a horizontal line.

Commissioner for taking Affidavits, etc

Request ID: 021488396
Transaction ID: 67662699
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/04/05
Time Report Produced: 17:54:38
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2236715	2236715 ONTARIO LIMITED	2010/03/10
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
4160 STEELES AVE WEST	NOT APPLICABLE	NOT APPLICABLE
WOODBIDGE ONTARIO CANADA L4L 3S8	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
NOT AVAILABLE		NOT APPLICABLE
	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors Minimum Maximum	Date Commenced In Ontario
	00001 00001	Date Ceased In Ontario
Activity Classification		NOT APPLICABLE
NOT AVAILABLE		

Request ID: 021488396
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Province of Ontario
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Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

2236715

Corporation Name

2236715 ONTARIO LIMITED

Corporate Name History

2236715 ONTARIO LIMITED

Effective Date

2010/03/10

Current Business Name(s) Exist:

YES

Expired Business Name(s) Exist:

YES - SEARCH REQUIRED FOR DETAILS

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

HOSSEIN
TOTONCHIAN

Address

63 NORBURY DRIVE

MARKHAM
ONTARIO
CANADA L3S 3V2

Date Began

2013/01/16

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 021488396
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2236715

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Administrator:
Name (Individual / Corporation)

HOSSEIN
TOTONCHIAN

Address

63 NORBURY DRIVE

MARKHAM
ONTARIO
CANADA L3S 3V2

Date Began

2013/01/16

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Administrator:
Name (Individual / Corporation)

HOSSEIN
TOTONCHIAN

Address

63 NORBURY DRIVE

MARKHAM
ONTARIO
CANADA L3S 3V2

Date Began

2013/01/16

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

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2236715 ONTARIO LIMITED

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

HOSSEIN
TOTONCHIAN

Address

63 NORBURY DRIVE

MARKHAM
ONTARIO
CANADA L3S 3V2

Date Began

2013/01/16

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

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2236715

Corporation Name

2236715 ONTARIO LIMITED

Last Document Recorded

Act/Code Description

Form

Date

CIA ANNUAL RETURN 2017

1S

2018/01/24 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

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	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors Minimum Maximum	Date Commenced in Ontario
	00001 00001	NOT APPLICABLE
Activity Classification		Date Ceased in Ontario
NOT AVAILABLE		NOT APPLICABLE

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HOSSEIN
TOTONCHIAN

Address

63 NORBURY DRIVE

MARKHAM
ONTARIO
CANADA L3S 3V2

Date Began

2013/01/16

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

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CANADA L3S 3V2

Date Began

2013/01/16

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Administrator:
Name (Individual / Corporation)

HOSSEIN
TOTONCHIAN

Address

63 NORBURY DRIVE

MARKHAM
ONTARIO
CANADA L3S 3V2

Date Began

2013/01/16

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

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

HOSSEIN
TOTONCHIAN

Address

63 NORBURY DRIVE

MARKHAM
ONTARIO
CANADA L3S 3V2

Date Began

2013/01/16

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

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Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2017	1S	2018/01/24 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

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Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/04/05
Time Report Produced: 17:56:45
Page: 1

LIST OF CURRENT BUSINESS NAMES REGISTERED BY A CORPORATION

Ontario Corporation Number
2236715

CORPORATION NAME
2236715 ONTARIO LIMITED

REGISTRATION DATE	BUSINESS NAME	EXPIRY DATE	BUSINESS ID NUMBER
2018/01/12	LUXURY AND SPORTS CARS	2023/01/11	280046111

THE REPORT SETS OUT ALL BUSINESS NAMES REGISTERED OR RENEWED BY THE CORPORATION IN THE PAST 5 YEARS AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. IF MORE DETAILED INFORMATION IS REQUIRED, YOU MAY REQUEST A SEARCH AGAINST INDIVIDUAL NAMES SHOWN ON THIS REPORT.

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

Tab B

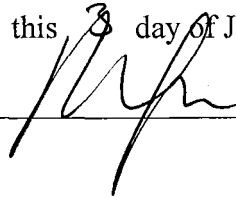
Attached is **Exhibit "B"**

referred to in the

Affidavit of KEVIN LEUNG

sworn before me

this 3 day of July, 2018

A handwritten signature in black ink, appearing to be 'M. H.', is written over a horizontal line.

Commissioner for taking Affidavits, etc



RBC
Royal Bank

FORM 460 (Rev 03/2011)

* Registered trademark of Royal Bank of Canada. RBC Royal Bank is a registered trademark of Royal Bank of Canada.

ROYAL BANK OF CANADA LOAN AGREEMENT

DATE: May 28, 2013

BORROWER: 2236715 ONTARIO LIMITED	SRF: 543489769
ADDRESS (Street, City/Town, Province, Postal Code) 4160 Steeles Avenue West Woodbridge, Ontario L4L 3S8	

Royal Bank of Canada (the "Bank") hereby confirms to the undersigned (the "Borrower") the following credit facilities (the "Credit Facilities"), banking services and other products subject to the terms and conditions set forth below and in the standard terms provided herewith (collectively the "Agreement"). The Credit Facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

CREDIT FACILITIES

Facility #1 Revolving demand facility in the amount of \$450,000.00, available by way of RBP based loans.

Minimum retained balance \$5,000.00

Revolved by the Bank in increments of \$5,000.00

Interest rate: RBP + 2.50% per annum. Interest payable monthly, in arrears, on the same day each month as determined by the Bank.

Margined: Yes [x] No []

Facility #2 VISA business to a maximum of \$40,000.00 will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

SECURITY

Security for the Borrowings and all other obligations of the Borrower to the Bank (collectively, the "Security"), shall include:

- Guarantee and postponement of claim on the Bank's form 812 in the amount of \$490,000.00 signed by Tana Totonchian and Hossein Totonchian.
- Postponement and assignment of claim on the Bank's form 918 signed by Hossein Totonchian.
- General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower.
- Priority agreement between the Bank, the Borrower and Hossein Totonchian.
- Letter of independent legal advice signed by Tana Totonchian.

FEES

Annual renewal fee of \$500.00 payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

Arrangement fee of \$5,000.00 payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

Management fee of \$250.00 payable in arrears on the same day each quarter.

MARGIN REQUIREMENTS

Margin to be established at the end of each fiscal quarter. Reports required to establish the Margin must be provided on or before the date (the "Margin Reporting Date") which is 30 days after the end of the applicable period identified above. Total Borrowings outstanding under all revolving demand facilities indicated as Margined must not exceed at any time the aggregate of the following, less Potential Prior-Ranking Claims:

- 50% of the lesser of cost or net realizable value of Unencumbered Inventory to a maximum of \$450,000.00.

FINANCIAL COVENANTS

In the event that the Borrower changes accounting standards, accounting principles and/or the application of accounting principles during the term of this Agreement, all financial covenants shall be calculated using the accounting standards and principles applicable at the time this Agreement was entered into.

Reports providing evidence of compliance with the following must be provided on or before the date (the "Covenant Reporting Date") which is 90 days after the end of the applicable period identified below. Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower will:

- a) maintain, to be measured at the end of each fiscal year:
 - i) Tangible Net Worth of at least \$775,000.00.

REPORTING REQUIREMENTS

The Borrower will provide to the Bank:

- a) Annual notice to reader financial statements for the Borrower, within 90 days of each fiscal year end.
- b) Annual personal statement of affairs for all Guarantors, who are individuals, within 90 days of the end of every fiscal year of the Borrower.
- c) Such other financial and operating statements and reports as and when the Bank may reasonably require.

Notwithstanding the terms contained in the Reporting Requirements section of "Form 473 (10/2008) Royal Bank of Canada Loan Agreement – Margined Accounts Standard Terms" forming part of this Agreement, for the purposes of this Agreement the Bank agrees that the Borrower is not required to provide the reports listed under paragraphs (a) and (b)

OTHER INFORMATION/REQUIREMENTS

- 1. No Borrowing under Facility #1 will be made available unless the Bank has received:
 - a) Margin report pursuant to the Margin Requirements section of this agreement.

EVENTS OF DEFAULT

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each Event of Default shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security. The term Event of Default has the meaning set out in the Loan Agreement Standard Terms (Form 472) and includes, without limitation, each of i) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement, ii) failure of the Borrower to observe any covenant, condition or provision contained in this Agreement or in any documentation relating hereto or to the Security and iii) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership structure or composition or operation of the Borrower, or any Guarantor if applicable.

BUSINESS LOAN INSURANCE PLAN

This group creditor insurance program, underwritten by Sun Life Assurance Company of Canada, is offered to borrowers and provides life and disability insurance on eligible owner(s)/partner(s)/management of the Borrower for the Borrowings. To apply for this insurance, a Business Loan Insurance Plan Application (form 3460) must be completed for each proposed insured. This plan is subject to terms, conditions, exclusions and eligibility restrictions. Please see the Business Loan Insurance Plan Certificate of Insurance for full details. Business Loan Insurance Plan premiums, if applicable, are taken with your scheduled loan payments. In the case of blended payments of principal and interest, as premiums fluctuate based on various factors such as, by way of example, the age of the insured and changes to the insured loan balance, a part of the premium payment may be deducted and taken from the scheduled blended loan payment with the result that the amortization period may increase in the case of any such loan to which this coverage applies. Refer to the Business Loan Insurance Plan application (form 3460 Eng or 53460 Fr) for further explanation and disclosure.

The Borrower(s), by signing below, acknowledges that life and disability insurance for Borrowings was offered under the Business Loan Insurance Plan, and that:

- ☒ Any applications for this insurance have been made and may be subject to approval, as outlined in the Certificate of Insurance which the Borrower has received.
- ☐ The offer of insurance has been waived.
- ☐ The owner(s)/partner(s)/management of the Borrower(s) are ineligible for this insurance (under 18 or over age 64), or the credit facilities, banking services or other products provided for in this Agreement are not eligible for this insurance.
- ☐ The Borrowings currently have Business Loan Insurance Plan coverage, and no increase in coverage has been requested.

If there are any discrepancies between the insurance information above, and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

STANDARD TERMS

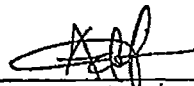
The following standard terms have been provided to the Borrower:

- ☒ Form 472 (03/2011) Royal Bank of Canada Loan Agreement - Standard Terms
- ☒ Form 473 (10/2008) Royal Bank of Canada Loan Agreement - Margined Account Standard Terms
- ☒ Form 473A (03/2011) Royal Bank of Canada Loan Agreement - RBC Covarity Terms and Conditions
- ☒ Form 475 (11/2009) Royal Bank of Canada Loan Agreement - Financial Covenants Standard Terms

ACCEPTANCE

This Agreement is open for acceptance until July 2, 2013, after which date it will be null and void, unless extended in writing by the Bank.

ROYAL BANK OF CANADA

Per: 

Name: Dayo Olusegun
Title: Account Manager
Phone: 416-512-4572

/mw

CONFIRMATION & ACCEPTANCE

The Borrower (I) confirms that it has received a copy of the Royal Bank of Canada Loan Agreement Standard Terms, form 472 (03/2011), as well as all other standard terms which are hereinabove shown as having been delivered to the Borrower, all of which are incorporated in and form an integral part of this Agreement; and (ii) accepts and agrees to be bound by the terms and conditions of this Agreement including all terms and conditions contained in such standard terms.

Confirmed, accepted and agreed this 10th day of June, 2013.

2236715 ONTARIO LIMITED

Per: 

Name: Hossen Totonchian
Title: President

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

Tab C

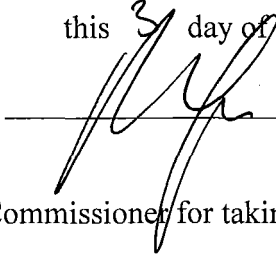
Attached is **Exhibit "C"**

referred to in the

Affidavit of KEVIN LEUNG

sworn before me

this ³ day of July, 2018



Commissioner for taking Affidavits, etc



RBC Royal Bank®

E-FORM 80460 (08/2012)

RBC Royal Bank® Visa® Business Card Agreement

For good and valuable consideration, we accept your offer for the Account and each Card on the following terms and conditions:

1. What the Words Mean: In this Agreement and the Disclosure Statement, please remember that,

"we", "our" and "us" mean the person or entity which has signed or submitted the Application and/or this Agreement, and;

"you" and "your" mean Royal Bank of Canada and companies under RBC Financial Group®.

Please also remember that in this Agreement and the Disclosure Statement;

"Account" means the RBC Royal Bank Visa Business Card account you have opened in a Cardholder's name to which Debt is charged;

"Account Statement" means your written statement of the Account that you prepare for a Cardholder about every three (3) or four (4) weeks. The period covered by each Account Statement will vary between 27 days and 34 days;

"Aggregate Credit Limit" means the maximum aggregate amount of Debt that can remain outstanding and unpaid at any time in the Accounts of all Cardholders under this Agreement;

"Agreement" means this Visa Business Card Agreement and all annexes attached to this Visa Business Card Agreement;

"Application" means the request made to you for the Account and each Card.

"Authorized Person" means any individual we have designated in writing as being authorized to ask you to open an Account and issue a Card to a Cardholder under this Agreement and to perform administrative duties for us under this Agreement;

"Card" means any Visa Business credit card you issue to a Cardholder on an Account in their name at our request, and all renewals of and replacements for that credit card;

"Cardholder" means an individual for whom you have opened an Account and to whom you have issued a Card on that Account at our the request of an Authorized Person under this Agreement;

"Cash Advance" means an advance of cash that is charged to a Cardholder's Account with, or in connection with their Card (or any other eligible Account access card you have issued to the Cardholder) and bill payments made from the Account at a bank branch, at a banking machine or on the Internet, Credit Card Cheques, balance transfers and "cash-like" transactions, including, without limitation, money orders, wire transfers, travellers' cheques, and gaming transactions (including betting, off-track betting, race track wagers, casino gaming chips, lottery tickets);

"Credit Limit" means the maximum amount of Debt that can remain outstanding and unpaid at any time in a Cardholder's Account under this Agreement;

"Debt" means all amounts charged to a Cardholder's Account with or in connection with their Card, including Purchases, Cash Advances, Interest, and Fees;

"Disclosure Statement" means your written statement of the Interest Rates and Fees for each Account and each Card set out in a document accompanying each Card when you issue it to a Cardholder and in any other document or statement you may send to Cardholders or us from time to time;

"Fee" means a fee that applies to a Cardholder's Account and this Agreement, as set out in the Disclosure Statement and in any document or other written statement you may send to the Cardholder or us from time to time.

"Grace Period" means the number of days between the Cardholder's Statement Date and Payment Due Date;

"Interest-Bearing Balance" means the unpaid balance of the Debt outstanding in a Cardholder's Account that is made up of any combination of Interest-Bearing Purchases and Interest-Bearing Fees and Cash Advances;

"Interest-Bearing Purchase and Interest-Bearing Fee" means a Purchase or Fee appearing on an Account Statement for the first time whether either or both of the following occurs: (i) the Debt shown on that Account Statement is not paid in full by that Account Statement's Payment Due Date or (ii) the Debt shown on the preceding Account Statement was not paid in full by the preceding Account Statement's Payment Due Date;

"Interest Rate (Cash Advances including Credit Card Cheques)" means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Cash Advance;

"Interest Rate (Interest-Bearing Purchases and Interest-Bearing Fees)" means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Interest-Bearing Purchase and Interest-Bearing Fee;

"Interest Rates" mean, collectively, the Interest Rate (Cash Advances including Credit Card Cheques) and the Interest Rate (Interest - Bearing Purchases and Interest-Bearing Fees);

"Liability Waiver Program" means the RBC Royal Bank Visa Liability Waiver program in force from time to time, a current copy of which is annexed to this Agreement;

"Minimum Payment" means the amount indicated as such on an Account Statement;

"New Balance" means the amount indicated as such on an Account Statement;

"Payment Due Date" means the date indicated as such on an Account Statement;

"Personal Identification Number" means the personal identification number that a Cardholder has selected in your prescribed manner;

"Purchase" means a purchase of goods or services (or both) that is charged to a Cardholder's Account with or in connection with their Card; and

"Statement Date" means the last date of the Statement period for which an Account Statement is produced.

2. **General Terms of Agreement:** This Agreement and the Disclosure Statement apply to each Account and Card. This Agreement replaces all prior Visa Business Card agreements between you and us for each Account and Card.

This Agreement is our promise to pay amounts owing on each of our Visa Business Accounts. It together with our Visa Business Card Application explains our rights and duties.

We acknowledge and agree that we must provide each Cardholder with a copy of this Agreement.

If a Cardholder signs, activates or uses their Card or their Account, it will mean that we have received and read this Agreement and agree to and accept all of its terms.

We must promptly give you up-to-date credit and financially-related information about us when you ask for it. The section headings in this Agreement appear only for ease of reference purposes. They do not form part of this Agreement.

3. **Account Opening/Card Issuance and Renewal:** You will open an Account for, and will issue a Card on that Account to, a Cardholder at our request or at the request of an Authorized Person made on a fully completed request form that you have prescribed for this purpose. For any Cardholder that is not responsible for the payment of any Debt under this Agreement, you will maintain a record of the name of the Cardholder only. We acknowledge and agree that we shall obtain the name, address, telephone number, and date of birth of such Cardholders and shall maintain a record of such information obtained for a period of 7 years. We agree to immediately provide such information to you if requested by you.

You will also issue renewal and replacement Cards (excluding an emergency replacement Card) to each Cardholder before the expiration date indicated on the Card last issued to them. You will continue to issue renewal and replacement Cards to a Cardholder in this way until we or the Cardholder tells you to stop. An emergency replacement Card will be issued by you to a Cardholder when required according to your customary operating procedures.

4. **Account and Card Use:** A Cardholder may use their Account and Card to obtain advances of money from you through Purchase transactions, Cash Advance transactions and other transactions you permit from time to time. The use of each Account and Card is governed by this Agreement. An Account and Card may only be used by the Cardholder in whose name it has been opened or issued. A Cardholder must not use their Card after the expiration date shown on it or after the termination of this Agreement. A Cardholder may not use their Card for any illegal, improper or unlawful purpose.

You reserve the right to refuse your authorization for certain types of transactions as determined by you.

5. **Account and Card Ownership:** You are the owner of each Account and Card. Neither we nor any Cardholder has the right to assign or transfer this Agreement, any Card or any Account to anyone else

6. **Lost or Stolen Card:** We or a Cardholder must tell you at once if the Cardholder's Card is lost or stolen or if we or the Cardholder suspects it is lost or stolen. We or the Cardholder may do this in the way you have set out on each Account Statement.

If a Cardholder's Card is lost or stolen, we will be liable to you for:

1. all Debt on the Cardholder's Account, up to a maximum of \$1,000.00, resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which only their Card or Cardholder's Account number has been used to complete those transactions, and

2. all Debt resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which their Card and Personal Identification Number have been used together to complete those transactions.

We will not be liable to you for any Debt resulting from the loss or theft of the Cardholder's Card that is incurred after the time we or the Cardholder tells you about that loss or theft.

7. **Card Cancellation/Revocation or Suspension of Use:** We may cancel a Cardholder's Account and Card for any reason (including, without limitation, the death of the Cardholder) by providing you with written notice of cancellation of that Account and Card. Subject to Section 6, we will be liable to you for all Debt, howsoever and by whomsoever incurred, resulting from the use of the Cardholder's Account or Card from the time we provide written notice of cancellation to you of the Cardholder's Card until the time we have notified you that the Card has been destroyed.

If the Debt outstanding in a Cardholder's Account exceeds the Credit Limit at any time, you may suspend the Cardholder's right to use their Account and Card and all services you provide to the Cardholder under this Agreement until such time as that excess is paid to you in full.

You may revoke or suspend a Cardholder's right to use their Account and Card at any time without notice. The Cardholder must also surrender their Card to us or to you at our (or your) request.

8. **Limits:** You will set an Aggregate Credit Limit for all Accounts and you may change it from time to time without notice.

If we consistently make late payments or no payments, you may reduce the Aggregate Credit Limit of all accounts. You will tell us what the Initial Aggregate Credit Limit is at or before the time an Account is opened for a Cardholder under this Agreement. We will not permit the Debt we owe to you at any time to exceed the Aggregate Credit Limit. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed the Aggregate Credit Limit you set from time to time.

You will set a Credit Limit for each Cardholder's Account and you may change the Credit Limit for a Cardholder's Account periodically. You will tell each Cardholder what their current Credit Limit is on the document accompanying their Card when you issue it to them and on each Account Statement. We will ensure that each Cardholder observes their Credit Limit. We will not permit the Debt we owe to you in respect to an Account at any time to exceed the Credit Limit for that Account. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed that Credit Limit you set from time to time. We understand that the use of any Card and the Account may be suspended, at your discretion, if the Credit Limit is exceeded. An overlimit fee will be charged to an Account when you permit the Debt to exceed the Credit Limit of that Account during an Account Statement period. You may at any time refuse to permit the Debt to exceed the Credit Limit of an Account and require us to pay any balances which exceed the Credit Limit of an Account.

9. **Liability for Debt:** Subject to Sections 6. and 7., and except as may otherwise be provided under the Liability Waiver Program, we will be liable to you for all Debt charged to each Account, no matter how it is incurred or who has incurred it and even though you may send Account Statements to Cardholders and not to us. However, you will provide Account Statement or other information about that Debt to us at our request. You may apply any money we have on deposit with you or any of your affiliates against any Debt we have not paid to you as required under this Agreement without notice to us.

10. **Making Payments:** It is our responsibility to ensure that payment on each Cardholder's Account is received by you for credit to each Account by the Payment Due Date shown on each Account Statement, even if our Payment Due Date falls on a holiday or weekend.

Payments can be made on each Account at any time. Payment can be made by mail, at one of your branches, at an ATM that processes such payments through your telephone or online banking services or at certain other financial institutions that accept such payments. Even when normal postal service is disrupted, payments must continue to be made on each Account.

Payments do not automatically adjust the available Credit Limit. Payments on each Account made by mail or made through another financial institution's branch, ATM or online banking service may take several days to adjust the available Credit Limit. To ensure that a Payment is credited to a Cardholder's Account and automatically adjusts the available Credit Limit on the same business day, a Cardholder's payment must be made prior to 6:00pm local time on that business day at one of your branches or ATM's in Canada or through your telephone or online banking services.

We can also ask you to process our payment on each Payment Due Date each month by automatically debiting a bank account that we designate for that purpose. We may choose to pay the Minimum Payment, a fixed amount provided that it is not less than the Minimum Payment or our New Balance. If we ask you to automatically process payments in this manner we agree to be bound by the terms and conditions set out in Rule H1 of the Rules of the Canadian Payments

Association, as amended from time to time. In addition, we agree to waive any pre-notification requirements that exist where variable payment amounts are being authorized. We may notify you at any time that we wish to revoke our authorization and a pre-authorized payment may, under certain circumstances, be disputed for up to 90 days. The Rules are available for us to review at www.cdnpay.ca.

11. **Payment of Debt:**

a. Subject to sub-Sections 11(b), 11(c) and Section 20., we may pay the Debt we owe to you in respect to each Cardholder's Account in full or in part at any time.

b. Subject to Subsection 11.c. and Section 20., we must make a payment of the lesser of \$10.00 plus Interest plus Fees as shown on the current Account Statement and our New Balance by the Payment Due Date shown in order to keep the Account up to date. Any pastdue amounts will continue to be included in our Minimum Payment amount.

c. We must also pay the amount of any Debt that exceeds the Credit Limit for a Cardholder's Account at once to keep that Account up-to-date. We must pay this excess even though you may not yet have sent an Account Statement to the Cardholder on which that excess appears.

d. We must keep each Cardholder's Account up-to-date at all times even when you are delayed in or prevented from sending, for any reason, any one or more Account Statements to Cardholders. We must contact your Card Centre identified on Account Statements at least once a month during such a delay or interruption to obtain any payment information we do not have and need to know in order for us to comply with our obligations under this Section.

e. If any payment made by us in respect of a Cardholder's Account is not honoured, or if you must return it to us because it cannot be processed, the applicable fee will be charged under Section 14. and Card privileges may be revoked or suspended by you under Section 7.

f. If the New Balance on a Cardholder's previous Account Statement is paid in full by the Payment Due Date, the Grace Period for the Cardholder's current Account Statement will continue to be the minimum number of days applicable to the Card (21 days for Visa Classic and 17 days for Visa Avion). If the previous New Balance on a Cardholder's Account Statement is not paid in full by the Payment Due Date, the Cardholder's Payment Due Date will be extended to 25 days from the Statement Date regardless of the type of Visa Card held by the Cardholder.

12. **Interest Charges:**

a. **Interest-Free Purchases and Interest-Free Fee:** We will not pay interest on the amount of any Purchase or Fee appearing on an Account Statement for the first time provided that all Debt shown on that Account Statement is paid in full by that Account Statement's Payment Due Date and all Debt shown on the preceding Account Statement was also paid in full by that preceding Account Statement's Payment Due Date.

b. **Interest-Bearing Balance:** We will pay interest on the Interest-Bearing Balance at the Interest Rates in effect in the manner described below and in sub-Section 12.(c):

You will charge us interest:

- i. on the amount of each Interest-Bearing Purchase and Interest-Bearing Fee from (and including) the transaction date recorded for them on the Account Statement where they appeared for the first time to the day you receive payment in full of the Interest-Bearing Balance; and
- ii. on the amount of each Cash Advance (including Credit Card Cheques) from (and including) the day they are obtained to the day you receive payment in full of the Interest-Bearing Balance.

c. **Interest Calculation:** The Interest you charge on the Interest-Bearing Balance accrues daily.

You will calculate the Interest on the Interest-Bearing Balance made up of Cash Advances by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Cash Advances and Credit Card Cheques) in effect and dividing the result by the number of days in the year. You will calculate the Interest on the Interest-Bearing Balance made up of Interest-Bearing Purchases and Interest-Bearing Fees by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Interest-Bearing Purchase and Interest-Bearing Fee) in effect and dividing the result by the number of days in the year.

You will post the interest we owe on the Interest-Bearing Balance for the period covered by an Account Statement to the Account at the end of that period. Since the interest you charge on the Interest-Bearing Balance accrues daily up to the time you receive a payment of the Debt, the final interest charge on the Interest-Bearing Balance for that period can only be calculated and included on the Account Statement that shows the payment.

13. **Payment Allocation:** When we make a payment you will apply the amount up to our Minimum Payment, first to any interest and second to any fees. You will apply the remainder of any Minimum Payment to our New Balance, generally starting with amounts bearing the lowest interest rate before amounts bearing higher interest rates.

If we pay more than our Minimum Payment, you will apply the amount over the Minimum Payment to the remainder of our New Balance. If the different amounts that make up our New Balance are subject to different interest rates, you will allocate our excess payment in the same proportion as each amount bears to the remainder of our New Balance. If the same interest rate is applicable to both a cash advance (which never benefits from an interest-free grace period) and a purchase, you will apply our payment against the cash advance and the purchase in a similar proportionate manner. If we have paid more than our New Balance, you will apply any payment in excess of the New Balance to amounts that have not yet appeared on our monthly statement in the same manner as set out above.

Credits arising from returns or adjustments are generally first applied to transactions of a similar type, second to any interest and fees, and the remainder to other amounts owing in the same manner as you apply payments in excess of the Minimum Payment.

Unless you otherwise agree, any payment must be made in money which is legal tender at the time of payment. As well, the mere lapse of the time fixed for performing an obligation under this Agreement will have the effect of putting us in default of it.

14. **Fees:** We must pay all Fees. You will charge them to the Cardholder's Account at the time they are incurred.
15. **Banking Machines:** A Cardholder may use their Card together with their Personal Identification Number to make transactions on their Account at those banking machines and terminals you operate and at any other banking machines or terminals you designate from time to time, subject to the Cardholder's agreement with you governing the use of their Personal Identification Number.
16. **Debt Incurred Without a Card:** If a Cardholder incurs Debt without having presented their Card to a merchant (such as for Internet, mail order or telephone Purchase), the legal effect will be the same as if the Cardholder had used their Card and signed a Purchase or Cash Advance draft.
17. **Transfer of Your Rights:** You may transfer any or all of your rights under this Agreement and the Disclosure Statement, by way of assignment, sale or otherwise. If you do so, you can give information concerning the Account to anyone you transfer your rights to, but will ensure that they are bound to respect our privacy rights in that information.
18. **Changes to Disclosure Statement:** You may change the Interest Rates and Fees for each Cardholder's Account and this Agreement set out or referred to in the Disclosure Statement periodically. We will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.
19. **Changes to Agreement:** You may change this Agreement periodically. Subject to Section (8), we will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.

The benefits and services you provide to Cardholders are subject to terms and conditions which may be amended by you from time to time without notice to us or any Cardholder.

20. **Termination:**

1. You or we may terminate this Agreement at any time by giving written notice of termination to the party(ies) to be bound by that written notice. You must direct your written notice to our address last appearing on your records. Our written notice must be directed to your address appearing on the last Account Statement you have sent to Cardholders.

2. The occurrence of any one of the following events has the effect of putting us in default and you may terminate this Agreement at once without giving us any notice, if:

- a. we become insolvent or bankrupt,
 - b. someone files a petition in bankruptcy against us,
 - c. we make an unauthorized assignment for the benefit of our creditors,
 - d. we institute, or someone else institutes, any proceedings for the dissolution, liquidation or winding up of our affairs,
 - e. we institute, or someone else institutes, any other type of insolvency proceeding involving our assets under the Bankruptcy and Insolvency Act or otherwise,
 - f. we cease or give notice of our intention to cease to carry on business or make or agree to make a bulk sale of our assets without complying with applicable laws or we commit an act of bankruptcy,
 - g. we fail to pay any Debt or to perform any other obligation to you as required under this Agreement,
 - h. we make any statement or representation to you that is untrue in any material respect when made, or
 - i. there is, in your opinion, a material adverse change in our financial condition.
3. Upon termination of this Agreement, we must pay all Debt for each Account to you at once and ensure that each Cardholder destroys their Card and returns any unused Credit Card Cheques. If we fail to comply with our obligations to you under this Agreement, we will be liable to you for:
- a. all court costs and reasonable legal fees and expenses (on a solicitor-client basis) you incur through any legal process to recover any Debt, and
 - b. all costs and expenses you incur in reclaiming any Card.
21. **RBC Rewards:** If a Card allows us to earn RBC Rewards points which can be redeemed for merchandise, travel and other rewards we acknowledge that our participation in the RBC Rewards program is subject to the RBC Rewards Terms and Conditions. The RBC Rewards Terms and Conditions are available for review at www.rbc rewards.com and are subject to change without notice.
22. **Special Offers (Introductory and Promotional Interest Rates):** You may make special offers to us from time to time, including Introductory Interest Rate and other Promotional Interest Rate offers that temporarily lower the Interest rate applicable to portions of our balance, such as when we make certain types of Cash Advances.
- You sometimes make Introductory Interest Rate offers which apply to new Accounts only. For example, you could offer a low Introductory Interest Rate applicable to certain transactions for a limited period of time, such as a 3.9% Introductory Interest Rate on all Cash Advances for the first 9 months.
- A Promotional Interest Rate offer is an offer you may periodically make to us and that applies to our Card after our Account has been opened. For example, you could offer us a low Promotional Interest Rate applicable on certain transactions for a limited period of time, such as a 3.9% Promotional Interest Rate on Credit Card Cheques for 9 months.
- If you make us a special offer, you will explain its scope

and duration and any additional terms that apply to it. If we accept the special offer by using the Credit Card Cheques or otherwise taking advantage of the special offer, we will be bound by this Agreement and any additional terms you set out in the offer. When the promotion expires, the special offer terms will end and the terms and conditions of this Agreement will continue to apply, including those related to interest and payments. Our monthly statement will set out any Introductory Interest Rate(s) or Promotional Interest Rate(s) that apply to our New Balance, any remaining balances associated with those rates, and when those rates expire. If any expiry date falls on a date for which you do not process statements (for example, weekends and certain holidays), you will continue to provide us with the benefit of that Introductory Interest Rate or Promotional Interest Rate until your next statement processing day.

23. **Problems With a Purchase:** You will not be responsible for any problem a Cardholder has with any Purchase. If the Cardholder has a problem or dispute with a merchant regarding a Purchase, we must still pay all Debt as required by this Agreement and settle the problem or dispute directly with the merchant.

You will not be responsible if a Card is not honoured by a merchant at any time and for any other problem or dispute a Cardholder may have with a merchant. As well, you reserve the right to deny authorization of any Purchase at any time.

24. **Account Statements, Verification and Disputes:** You will send Account Statements to each Cardholder, directed to the Cardholder's address last provided to you by the Authorized Person. You will prepare our Account Statements at approximately the same time each month. If the date on which you would ordinarily prepare our Account Statements falls on a date for which you do not process statements (for example, weekends and certain holidays), you will prepare our Account Statements on your next statement processing day. Our Payment Due Date will be adjusted accordingly. We will ensure that each Cardholder promptly examines all of their Account Statements and each entry and balance recorded in them. We will notify you in writing of any errors, omissions, or objections to an Account Statement, or an entry or balance recorded in it, within thirty (30) days from the Statement Date recorded on that Account Statement.

If we do not notify you as required, you are entitled to treat the above Account Statements, entries and balances as complete, correct and binding on us and you will be released from all claims by us in respect of those Account Statements, entries and balances.

You may use a microfilm, electronic or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish our liability for that Debt. Upon request, you will provide a microfilm, electronic or other reproduction within a reasonable time frame of any Purchase or Cash Advance draft or other document evidencing the Debt.

If the item is a legitimate charge to the Cardholder's Account and the dispute is between the Cardholder or us and the merchant, we must still pay the Debt owing to you and settle the problem or dispute directly with the merchant. If the item is not a legitimate charge, you will return the item to the merchant and credit the Cardholder's Account.

25. **Authorized Person:** Upon signing this Agreement, we may designate one or more individuals as an Authorized Person who is authorized to act on our behalf and who may assist us in the administration of this Agreement.
26. **Exchange of Information Between You and Us:** Information about a Cardholder's use of their Account and Card, and pertinent information about any reimbursement of Debt received by the Cardholder from us, Cardholder employment status and location, and any other related Cardholder tracking information may be exchanged between you and us.
27. **Electronic Communication:** We acknowledge and agree that you may provide Account Statements, this Agreement or other document relating to a Cardholder's Account electronically including, over the Internet or to an email address we provide you for this purpose, with our consent. Documents sent electronically will be considered "in writing" and to have been signed and delivered by you. You may rely on and consider any electronically authenticated document received from us or which appears to have been received from us as authorized and binding on us. In order to communicate with you by electronic means, we agree to comply and require each Cardholder to comply with certain security protocols that you may establish from time to time and to take all reasonable steps to prevent unauthorized access to any Account Statement and any other documents exchanged electronically.
28. **Protecting Our Privacy:** You may from time to time,
- A. collect financial and other information about us such as:
- i. information establishing our identity (for example: name, address, phone number, date of birth, etc.) and our personal background;
 - ii. information related to transactions arising from our relationship with and through you, and from other financial institutions;
 - iii. information we provide on an application for any of your products and services;
 - iv. information for the provision of products and services; and
 - v. information about financial behaviour such as our payment history and credit worthiness.

You may collect and confirm this information during the course of your relationship. You may obtain this information from a variety of sources, including from us; from service arrangements we make with or through you; from credit reporting agencies and other financial institutions; from registries; from references we provide to you, and from other sources, as you deem appropriate.

We acknowledge receipt of notice that from time to time reports about us may be obtained by you from credit reporting agencies.

B. This information may be used from time to time for the following purposes:

- i. to verify our identity and investigate our personal background;
- ii. to open and operate our account(s) and provide us with products and services we may request;

- iii. to better understand our financial situation;
- iv. to determine our eligibility for products and services you offer;
- v. to help you better understand the current and future needs of your clients;
- vi. to communicate to us any benefit, feature and other information about products and services we have with you;
- vii. to help you better manage your business and your relationship with us;
- viii. to operate the Visa Card System;
- ix. to maintain the accuracy and integrity of information held by a credit reporting agency; and
- x. as required or permitted by law.

C. For the purposes outlined in (b) above, you may:

- i. make this information available to your employees, your agents and service providers, who are required to maintain the confidentiality of this information;
- ii. share this information with other financial institutions; and
- iii. give credit, financial and other related information to credit reporting agencies who may share it with others.

Upon our request, you may give this information to other persons.

You may also use this information and share it with other companies under RBC Financial Group (i) to manage your risks and operations and those of other companies under RBC Financial Group, (ii) to comply with valid requests for information about us from regulators and other persons who have a right to issue such requests, and (iii) to let other companies under RBC Financial Group know our choices under subsection (d) "Other Uses of Our Personal Information" for the sole purpose of honouring our choices.

If you have our Social Insurance Number, you may use it for tax related purposes if we hold a product generating income and share it with the appropriate government agencies, and you may also share it with credit reporting agencies as an aid to identify us.

D. Other Uses of Our Personal Information

- i. You may use this information to promote your products and services, and promote products and services of third parties you select, which may be of interest to us.
- ii. You may also, where not prohibited by law, share this information with other companies under RBC Financial Group for the purpose of referring us to them or promoting to us products and services which may be of interest to us. We acknowledge that as a result of such sharing they may advise us of those products or services provided.
- iii. If we also deal with other companies under RBC Financial Group, you may, where not prohibited by law, consolidate this information with information they have about us to allow you and any of them to manage our relationship with companies under RBC Financial Group and your business.

We understand that you and each company under RBC Financial Group are separate, affiliated corporations. Other companies under RBC Financial Group include your affiliates which are engaged in the business of providing any one or more of the following services to the public: deposits, loans and other personal financial services; credit, charge and payment card services; trust and custodial services; securities and brokerage services; and insurance services.

We may choose not to have this information shared or used for any of these other uses by contacting you as set out below, and in this event, we will not be refused credit or other services just for that reason. You will respect our choices and as mentioned above, our choices will be communicated to companies under RBC Financial Group to ensure that they are respected.

- E. Our Right to Access Our Personal Information: We may obtain access to the information you hold about us at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information, to ask questions about your privacy policies or to request that the information not be used for any or all of the purposes outlined in subsection (d) "Other Uses of Our Personal Information" we may do so now or at any time in the future by:

- a. contacting our branch; or
- b. calling you toll-free at 1-800-769-2511.

- F. Our Privacy Policies: We may obtain more information about your privacy policies by asking for a copy of your "Financial fraud prevention and

privacy protection" brochure, by calling you at the toll-free number shown above or by visiting your web site at www.rbc.com/privacysecurity.

29. Liability Waiver Program: The Liability Waiver Program applies to this Agreement and is made available at no cost to us. We may request you to waive, in accordance with the Liability Waiver Program, our liability under Section 9, for certain unauthorized charges posted to a Cardholder's Account. We agree to abide by the provisions of the Liability Waiver Program as in effect from time to time.
30. Counterparts: This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original, and those counterparts together will constitute one and the same agreement.
31. Governing Law: This Agreement shall be governed by the laws of our jurisdiction (or the laws of Ontario if we reside outside Canada) and the applicable laws of Canada.
32. Complete Agreement, etc.: This Agreement constitutes the complete agreement between you and us with respect to the subject matter hereof. No failure on your part to exercise, and no delay by you in exercising, any right under this Agreement will operate as a waiver thereof; nor will any single or partial exercise by you of any right under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, by you under this Agreement.

Signed as of the 17th day of June, 2013

Month Year

2236715 ONTARIO LIMITED

Customer Legal Name

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

(*I /WE have authority to bind the Corporation.)

DISCLOSURE STATEMENT

1. **General:** This Disclosure Statement applies to the Account and each Card you have issued on the Account.

2. **Interest Rates:** The Interest Rates are set out on each Account Statement. They are expressed as annual percentage rates.

3. **Annual Fee**:**

Visa Business: \$12.00 for each Visa Business Card.

Visa Business Gold: \$40.00 for each Visa Business Gold Card.

Visa Business Platinum Avion®: \$120.00 for the first Visa Business Platinum Avion Card opened and \$50.00 for each supplementary Visa Business Platinum Avion card opened by you.

** Annual fees are not refundable

4. **Other Fees:** The following schedule of fees applies to the Account:

A. **Cash Advance Fee:** When we obtain the following types of Cash Advances at our standard Interest Rate (Cash Advances including Credit Card Cheques) or at an Introductory Interest Rate, a \$3.50 fee for each transaction will be charged to our Account, unless otherwise stated:

(i) cash withdrawals from our Account at one of your branches or ATMs, or at any other financial institution's ATM, in Canada;

(ii) bill payments from our Account (that are not pre-authorized charges that we set up with a merchant) or when we transfer funds from our Account to another RBC Royal Bank bank account at one of your branches or ATMs, or through your online banking or telephone banking service;

(iii) when we make Cash-Like transactions, in Canada.

If the cash withdrawal or Cash-Like transaction occurs outside Canada, a \$5.00 fee will be charged to our Account each time.

Fees are charged within 3 business days from when the transaction is posted.

There is no fee if we are using a Credit Card Cheque at our standard Interest Rate (Cash Advances including Credit Card Cheques) or Introductory Interest Rate.

B. **Promotional Rate Fee:** When we take advantage of a

Promotional Interest Rate offer during the promotional period by writing a Credit Card Cheque or making a balance transfer through your online banking service or by calling your Cards Customer Service at 1-800 ROYAL® 1-2 (1-800-769-2512), a fee representing 1% of the Credit Card Cheque or balance transfer amount will be charged to our Account. Fees are charged within 3 business days from when the transaction is posted. You may choose not to charge this fee and will let us know at the time of the offer whether the 1% Promotional Rate Fee applies.

C. **Dishonoured Payment Fee:** If a payment is not processed because a financial institution returns a cheque or refuses a pre-authorized debit, a \$40.00 fee will be charged to the Account on the date the payment reversal is posted. This fee is in addition to any fee charged for insufficient funds in the bank account.

D. **Statement Update Fee:** No charge for a copy of Account Statement for a current statement period; \$5.00 for a copy of Account Statement for any other statement period. A \$1.50 fee will be charged for each Account Statement update obtained from one of your branches in Canada or at a banking machine that provides Account Statement updates.

E. **Sales/Cash Advance Draft Copy Fee:** No charge for a copy of a sales or Cash Advance draft referred to in the Account Statement for the current statement period; \$2.00 for each copy of a sales or Cash Advance draft referred to in the Account Statement for any other statement period. (No charge for any draft copy to which an Account posting error applies.)

F. **Over Limit Fee:** \$25.00 if the Debt exceeds the Credit Limit at any time during the period covered by an Account Statement.

5. **Foreign Currency Transactions:** You will bill us in Canadian currency. If any Debt or other transaction is not incurred in Canadian dollars you will convert our charges into Canadian dollars at your exchange rate which is 2.5% over the exchange rate set by Visa International, in effect at the time you post the converted Debt or other transaction to the Account.

You will show the exchange rate for each transaction on our Account. If we are paying interest on our Account, interest will also be charged on the full value of our foreign Debt or other transaction, as determined using our exchange rate.

® /™ Trademark(s) of Royal Bank of Canada. RBC and Royal Bank are registered trademarks of Royal Bank of Canada.
 † All other trademarks are the property of their respective owner(s).

Tab D

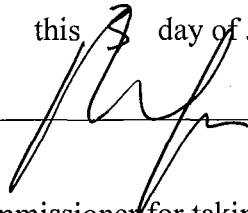
Attached is **Exhibit "D"**

referred to in the

Affidavit of KEVIN LEUNG

sworn before me

this 3 day of July, 2018

A handwritten signature in black ink, appearing to be 'RJ', is written over a horizontal line.

Commissioner for taking Affidavits, etc

GENERAL SECURITY AGREEMENT

E-FORM 924 (03/2008)

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to ROYAL BANK OF CANADA ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefor (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all inventory of whatever kind and wherever situate;
- (ii) all equipment (other than inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceed", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situated at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details of any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss or damage to Collateral,
- (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, as Insureds, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES, INVESTMENT PROPERTY

If Collateral at any time includes Securities, Debtor authorizes RBC to transfer the same or any part thereof into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, RBC shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by RBC or its nominee(s) as such registered owner and agrees that no proxy issued by RBC to Debtor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

- (a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;
- (b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;
- (c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;
- (d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;
- (e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;
- (f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;
- (g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by Instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situated, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security interest.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situated) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security interest, to protect and preserve Collateral and to realize upon the Security interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to,

perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

16. Debtor represents and warrants that the following information is accurate:

INDIVIDUAL DEBTOR

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE
SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR 2236715 ONTARIO LIMITED			
ADDRESS OF BUSINESS DEBTOR 4160 STEELES AVENUE WEST	CITY WOODBIDGE	PROVINCE ON	POSTAL CODE L4L 3S8

TRADE NAME (IF APPLICABLE)

TRADE NAME OF DEBTOR			
PRINCIPAL ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 10th day of June, 2013.

2236715 ONTARIO LIMITED

WITNESS

Seal

WITNESS

Seal

BRANCH ADDRESS

TORONTO RETAIL 5001 YONGE ST 2ND FLR NORTH YORK ON M2N 6P6

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1. Locations of Debtor's Business Operations

**4160 STEELES AVENUE WEST
WOODBIDGE
ON CANADA
L4L3S8**

2. Locations of Records relating to Collateral (if different from 1. above)

SAME AS ABOVE

3. Locations of Collateral (if different from 1. above)

SAME AS ABOVE

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

Tab E

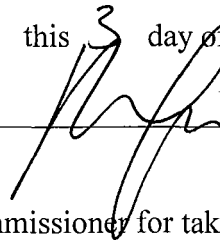
Attached is **Exhibit "E"**

referred to in the

Affidavit of KEVIN LEUNG

sworn before me

this 3 day of July, 2018

A handwritten signature in black ink, appearing to be 'M. J. ...', is written over a horizontal line.

Commissioner for taking Affidavits, etc

GUARANTEE AND POSTPONEMENT OF CLAIM

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by 2236715 ONTARIO LIMITED (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter Incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$490,000.00 Four Hundred Ninety Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Bank's Prime Interest Rate per annum in effect from time to time plus 5.000 Five percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This Instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario ("Jurisdiction"). The undersigned Irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and Irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(Applicable
in all
P.R.S.A.
Provinces
except
Ontario.)

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED at Vancouver this 06 10 2013
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Witness Name: Sherwin Shapiro
Witness Name: Sherwin Shapiro

Tana Totonchian
TANA TOTONCHIAN
Hossein Totonchian
HOSSEIN TOTONCHIAN

Witness Name: _____

Witness Name: _____

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA) CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) _____ of _____ In the Province of _____, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

Given at _____ this _____ under my hand and seal of office

(SEAL OF NOTARY PUBLIC)

A NOTARY PUBLIC IN AND FOR

(Guarantor to sign in presence of Notary Public)

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor

(To be completed when the guarantee is stated to be governed by the laws of the Province of Saskatchewan and the Borrower or Guarantor is a farmer in Saskatchewan, or the farmer or Guarantor owns farm assets in Saskatchewan.)

THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE (SECTION 31) CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) _____ of _____ In the Province of _____, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY
PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor

Tab F

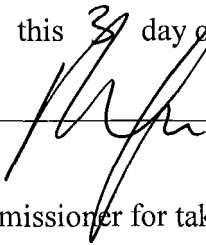
Attached is **Exhibit "F"**

referred to in the

Affidavit of KEVIN LEUNG

sworn before me

this 3 day of July, 2018

A handwritten signature in black ink, appearing to be 'M. H.', is written over a horizontal line.

Commissioner for taking Affidavits, etc

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

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

REPORT : PSSR060
PAGE : 1
(5444)

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

TYPE OF SEARCH : BUSINESS DEBTOR

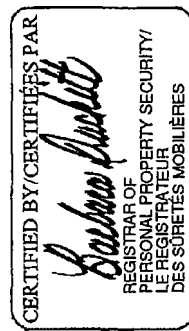
SEARCH CONDUCTED ON : 2236715 ONTARIO LIMITED

FILE CURRENCY : 06JUN 2018

ENQUIRY NUMBER 20180607143920.86 CONTAINS 55 PAGE(S), 18 FAMILY(IES).

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

AIRD & BERLIS LLP
ATTN: SHANNON MORRIS
HOLD FOR PICK UP
TORONTO ON M5J2T9



CONTINUED...

2



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

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2236715 ONTARIO LIMITED
FILE CREATION : 06JUN 2018

FORM C FINANCING STATEMENT / CLAIM FOR LEND

00 FILE NUMBER
737122986

01 PARTIAL PAGES TOTAL 001 1

02 DATE OF BIRTH

03 BUSINESS NAME 2236715 ONTARIO LIMITED

04 ADDRESS 4160 STEELES AVE WEST

05 DATE OF BIRTH

06 BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / CHARTREUSE BANCORP INC.

09 ADDRESS 4160 STEELES AVE WEST

10 COLLATERAL CLASSIFICATION

11 MOTOR 2015 MERCEDES BENZ

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

17 AGENT

REGISTRATION NUMBER 20180309 1312 1902 0897 P PPSA 01
REGISTERED REGISTRATION PERIOD
UNDER PERIOD

INITIAL SURNAME
WOODBRIDGE
ON L4L 3S8
ONTARIO CORPORATION NO.

INITIAL SURNAME
WOODBRIDGE
ON L4L 3S8
ONTARIO CORPORATION NO.

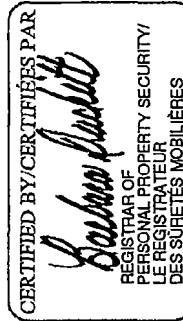
AMOUNT DATE OF MATURITY OR NO. FIXED
114746

MODEL 2015 MERCEDES BENZ
WDDXJ6E5B0FA000639

ADDRESS

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

CONTINUED...



(e/itf 11/2017)



RUN NUMBER : 158
 RUN DATE : 2018/06/07
 ID : 20180607143920.86

TYPE OF SEARCH
SEARCH CONDUCT
FILE CURRENCY

FILE NUMBER
737000442

0077

NAME	BUSINESS NAME	2236715 ONTARIO LIMITED

ADDRESS# 4160 STEELES AVE WEST WOODBRIDGE

ON 14L 358

DEBTOR NAME
BUSINESS NAME

ADDRESS

SECURED PARTY/CHARTREUSE BANCORP INC.

4160 STEELES AVE WEST

WOODBRIDGE
ON L4L 3S8

COLLATERAL CLASSIFICATION

DATE	DESCRIPTION	AMOUNT	DATE OF MATURITY	NO. FIXED
10/14/88	INVENTORY EQUIPMENT ACCOUNTS OTHER	10,948		
	GOODS			
	SENSORS			
	MOTOR VEHICLE			
	INCLUDED			
	DATE OF MATURITY			
	NO. FIXED			

MOTOR YEAR MAKE

Y.T.N.
WAUFCEFL7DN017489

GENERAL
COLLATERAL
DESCRIPTION

REGISTERING
AGENT

ADDRESS:

FOR FURTHER INFORMATION CONTACT THE SECURED PARTY

4

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(c) 11/2017



TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

FORM LC - FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
736965306

00

01

SECTION PAGE TOTAL
PAGE NO. OF PAGES
001 1

SECTION NO. OF PAGES
20180305 1737 1901 3345 P PPSA 01

REGISTRATION NUMBER
20180305 1737 1901 3345 P PPSA 01

REGISTRATION PERIOD
01

02

DEBTOR NAME
2236715 ONTARIO LIMITED

DEBTOR ADDRESS
4160 STEELES AVE WEST

DEBTOR CITY
WOODBRIDGE

DEBTOR PROVINCE
ON

DEBTOR POSTAL CODE
L4L 3S8

03

DEBTOR NAME
2236715 ONTARIO LIMITED

DEBTOR ADDRESS
4160 STEELES AVE WEST

DEBTOR CITY
WOODBRIDGE

DEBTOR PROVINCE
ON

DEBTOR POSTAL CODE
L4L 3S8

04

DEBTOR NAME
2236715 ONTARIO LIMITED

DEBTOR ADDRESS
4160 STEELES AVE WEST

DEBTOR CITY
WOODBRIDGE

DEBTOR PROVINCE
ON

DEBTOR POSTAL CODE
L4L 3S8

05

DEBTOR NAME
2236715 ONTARIO LIMITED

DEBTOR ADDRESS
4160 STEELES AVE WEST

DEBTOR CITY
WOODBRIDGE

DEBTOR PROVINCE
ON

DEBTOR POSTAL CODE
L4L 3S8

06

DEBTOR NAME
2236715 ONTARIO LIMITED

DEBTOR ADDRESS
4160 STEELES AVE WEST

DEBTOR CITY
WOODBRIDGE

DEBTOR PROVINCE
ON

DEBTOR POSTAL CODE
L4L 3S8

07

DEBTOR NAME
2236715 ONTARIO LIMITED

DEBTOR ADDRESS
4160 STEELES AVE WEST

DEBTOR CITY
WOODBRIDGE

DEBTOR PROVINCE
ON

DEBTOR POSTAL CODE
L4L 3S8

08

DEBTOR NAME
2236715 ONTARIO LIMITED

DEBTOR ADDRESS
4160 STEELES AVE WEST

DEBTOR CITY
WOODBRIDGE

DEBTOR PROVINCE
ON

DEBTOR POSTAL CODE
L4L 3S8

09

DEBTOR NAME
2236715 ONTARIO LIMITED

DEBTOR ADDRESS
4160 STEELES AVE WEST

DEBTOR CITY
WOODBRIDGE

DEBTOR PROVINCE
ON

DEBTOR POSTAL CODE
L4L 3S8

10

DEBTOR NAME
2236715 ONTARIO LIMITED

DEBTOR ADDRESS
4160 STEELES AVE WEST

DEBTOR CITY
WOODBRIDGE

DEBTOR PROVINCE
ON

DEBTOR POSTAL CODE
L4L 3S8

11

DEBTOR NAME
2236715 ONTARIO LIMITED

DEBTOR ADDRESS
4160 STEELES AVE WEST

DEBTOR CITY
WOODBRIDGE

DEBTOR PROVINCE
ON

DEBTOR POSTAL CODE
L4L 3S8

12

DEBTOR NAME
2236715 ONTARIO LIMITED

DEBTOR ADDRESS
4160 STEELES AVE WEST

DEBTOR CITY
WOODBRIDGE

DEBTOR PROVINCE
ON

DEBTOR POSTAL CODE
L4L 3S8

13

DEBTOR NAME
2236715 ONTARIO LIMITED

DEBTOR ADDRESS
4160 STEELES AVE WEST

DEBTOR CITY
WOODBRIDGE

DEBTOR PROVINCE
ON

DEBTOR POSTAL CODE
L4L 3S8

14

DEBTOR NAME
2236715 ONTARIO LIMITED

DEBTOR ADDRESS
4160 STEELES AVE WEST

DEBTOR CITY
WOODBRIDGE

DEBTOR PROVINCE
ON

DEBTOR POSTAL CODE
L4L 3S8

15

DEBTOR NAME
2236715 ONTARIO LIMITED

DEBTOR ADDRESS
4160 STEELES AVE WEST

DEBTOR CITY
WOODBRIDGE

DEBTOR PROVINCE
ON

DEBTOR POSTAL CODE
L4L 3S8

16

DEBTOR NAME
2236715 ONTARIO LIMITED

DEBTOR ADDRESS
4160 STEELES AVE WEST

DEBTOR CITY
WOODBRIDGE

DEBTOR PROVINCE
ON

DEBTOR POSTAL CODE
L4L 3S8

17

DEBTOR NAME
2236715 ONTARIO LIMITED

DEBTOR ADDRESS
4160 STEELES AVE WEST

DEBTOR CITY
WOODBRIDGE

DEBTOR PROVINCE
ON

DEBTOR POSTAL CODE
L4L 3S8

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

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

REPORT : PSSR060
PAGE : 5
(5448)

BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06 JUN 2018

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
736965396

CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20180305 1739 1901 3346 P PFSA 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME
2236715 ONTARIO LIMITED
4160 STEELES AVE WEST WOODBRIDGE ONTARIO CORPORATION NO L4L 3S8

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME
CHARTREUSE BANCORP INC.
4160 STEELES AVE WEST WOODBRIDGE ONTARIO CORPORATION NO L4L 3S8

SECURED PARTY /
HOLD CREDITOR
CHARTREUSE BANCORP INC.
4160 STEELES AVE WEST WOODBRIDGE ONTARIO CORPORATION NO L4L 3S8

COINTEGRAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF NO FIXED
Maturity or Maturity Date

YEAR MAKE
2002 BMW
VIT N
5DXFB93582LN78847

MOTOR
VEHICLE

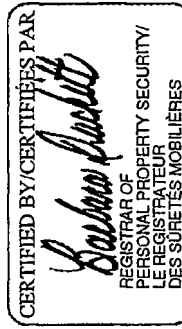
GENERAL
COLLATERAL
DESCRIPTION

REGISTERING
AGENT

ADDRESS

FOR FURTHER INFORMATION CONTACT THE SECURED PARTY

CONTINUED...



(eff 11/2017)



RUN NUMBER : 158
 RUN DATE : 2018/06/07
 ID : 20180607143920.86

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

REPORT : PSSR060
PAGE : 6
(5449)

BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
732709503

CUSTOMER NAME	DATE OF BIRTH	TOTAL NO. OF VEHICLES	REGISTERED	UNREGISTERED	REGISTRATION FEE
SHRINATH	01/01/1981	001	20171006 1053	2013 3578	P PPSA 1

02	DEBTOR NAME		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03		BUSINESS NAME		2236715 ONTARIO LIMITED		
04		ADDRESS		4160 STEELES AVE WEST UNIT 1, 2, WOODBRIDGE		ONTARIO CORPORATION NO ON L4L 3988

05	DEPTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME	LUXURY AND SPORTS CARS		
07		ADDRESS	4160 STEELES AVE WEST UNIT 1, 2, WOODBRIDGE		
			ONARIO CORPORATION NO. 445 388		

08 SECURED PARTY - /
09 NEXTGEAR CAPITAL CORPORATION
2233 ARGENTIA RD, SUITE 111
MISSISSAUGA ON L5N 2X7

[illegible]

11 MOTOR
YEAR MAKE
2011 MERCEDES-BENZ
CLASS
VIN
WDDZF5AB3BA425835

13	GENERAL
14	COLLATERAL
15	DESCRIPTION

16 REGISTERING AGENT

ADDRESSES

FOR FURTHER INFORMATION CONTACT THE SPECIAL BARRY

CONTINUED...

7

CERTIFIED BY/CERTIFIÉES PAR
Barbara Lockett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES



REPORT : PSSR060
PAGE : 7
(5450)

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

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
731893419

01
SECTION PAGE TOTAL MOTORVEHICLE REGISTRATION REGISTERED REGISTRATION
BOOKING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20170914 1036 2013 0192 P PPSA 1

02
03
04
DEBTOR NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL SURNAME
2236715 ONTARIO LIMITED
4160 STEELES AVE WESTUNIT 1,2,
WOODBRIDGE
ONTARIO CORPORATION NO
L4L 3S8

05
06
07
DEBTOR NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL SURNAME
LUXURY AND SPORTS CARS
4160 STEELES AVE WESTUNIT 1,2,
WOODBRIDGE
ONTARIO CORPORATION NO
L4L 3S8

08
09
SECURED PARTY /
LIEN CLAMANT
ADDRESS
2233 ARGENTIA RD, SUITE 111
MISSISSAUGA ON L5N 2X7

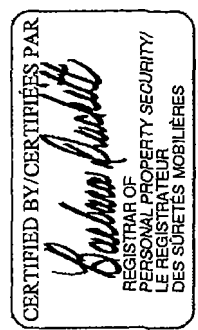
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COLLATERAL GUARANTIGATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF NO EXEMPT
MATURETY OR MATURITY DATE

11
12
MOTOR VEHICLE
2011 MERCEDES-BENZ
YEAR MAKE
MODEL
E-CLASS
VIN
WDDZF9AB3BA396157

13
14
15
GENERAL
COLLATERAL
DESCRIPTION

16
17
REGISTERING
AGENT
ADDRESS

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***



TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00
731893887

01
CAUTION PAGE INITIAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
SALVAGE NO OF PAGES SCHEDULE NUMBER INDEX PERIOD
01 001 20170914 1036 2013 0239 P PPSA 1

02
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03
BUSINESS NAME 2236715 ONTARIO LIMITED

04
ADDRESS 4160 STEELES AVE WEST UNIT 1, 2, WOODBRIDGE
ONTARIO CORPORATION NO. 141 388

05
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06
BUSINESS NAME LUXURY AND SPORTS CARS

07
ADDRESS 4160 STEELES AVE WEST UNIT 1, 2, WOODBRIDGE
ONTARIO CORPORATION NO. 141 388

08
SECURED PARTY / ALIEN CLAIMANT NEXTGEAR CAPITAL CORPORATION

09
ADDRESS 2233 ARGENTIA RD, SUITE 111 MISSISSAUGA ON L5N 2X7

10
COHESION CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO-FILED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11
YEAR MAKE 2013 BMW

12
VEHICLE

13
GENERAL

14
COLLATERAL

15
DESCRIPTION

16
REGISTERING AGENT

17
ADDRESS

FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY.

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

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2236715 ONTARIO LIMITED
FILE CURRENCY : 06JUN 2018

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
731147751

01
PARTIAL TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION PERIOD
PARTIAL NO. OF PAGES 20170823 1054 2013 7144 P PPSA 1

02
03
04
DEBTOR NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
2236715 ONTARIO LIMITED
4160 STEELES AVE WEST UNIT 1, 2,
WOODBRIDGE
ONTARIO CORPORATION NO.
L4L 3S8

05
06
07
DEBTOR NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
LUXURY AND SPORTS CARS
4160 STEELES AVE WEST UNIT 1, 2,
WOODBRIDGE
ONTARIO CORPORATION NO.
L4L 3S8

08
09
SECURED PARTY /
FILE CLAIANT
ADDRESS
2233 ARGENTIA RD, SUITE 111
MISSISSAUGA
ON
L5N 2X7

10
COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
MOTOR VEHICLE AMOUNT DATE OF
MORTGAGE NO. FIXED
MORTGAGE CLASS CLS550
WDBL39BBXDA088753

11
12
MOTOR MAKE
YEAR MAKE
2013 MERCEDES - BENZ

13
14
15
GENERAL
COLLATERAL
DESCRIPTION

16
17
REGISTERING
AGENT
ADDRESS

CERTIFIED BY / CERTIFIÉES PAR
Sarahna Ruellet
REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTREUR
DES SURETES MOBILIERES
(enft 11/2017)

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

CONTINUED... 11



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

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06 JUN 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 730532113

01 CREATION PAGE 01 OF 01 REGISTRATION NUMBER 20170803 1056 2013 4498 P PPSA 1

02 DEBTOR NAME BUSINESS NAME 2236715 ONTARIO LIMITED

03 ADDRESS 4160 STEELES AVE WEST UNIT 1, 2, WOODBRIDGE ONTARIO L4L 3S8

04 DATE OF BIRTH BUSINESS NAME LUXURY AND SPORTS CARS

05 ADDRESS 4160 STEELES AVE WEST UNIT 1, 2, WOODBRIDGE

06 SECURED PARTY / LITEN CLAIANT ADDRESS 2233 ARGENTIA RD, SUITE 111 MISSISSAUGA ON L5N 2X7

10 MOTOR VEHICLE

11 YEAR MAKE 2014 MERCEDES-BENZ

12 GENERAL COLLATERAL DESCRIPTION

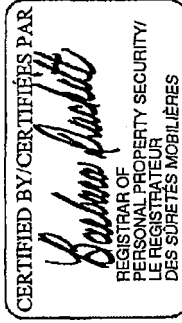
13 REGISTERING AGENT

14 ADDRESS

FOR FURTHER INFORMATION CONTACT THE SECURED PARTY

CONTINUED...

12



RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86



Ontario

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

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

FOR MC FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CERTIFICATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER

20180508 1620 6076 5101

01 RECORD FILE NUMBER 730478367

21 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED
22 C DISCHARGE

23 REFERENCE FIRST GIVEN NAME INITIAL SURNAME
24 DEBTOR BUSINESS NAME 2236715 ONTARIO LIMITED

25 OTHER CHANGE
26 REASON
27 DESCRIPTION
28

02/ DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR BUSINESS NAME
06 DEBTOR ADDRESS
04/07

ONTARIO CORPORATION NO

29 ASSIGNOR
30 SECURED PARTY/LIEN CLAIMANT ASSIGNED

08 COLLATERAL CLASSIFICATION
09 CONSUMER ADDRESS

10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT Maturity OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE
13 GENERAL

14 COLLATERAL
15 DESCRIPTION

16 SECURED PARTY ADDRESS
17 LIEN CLAIMANT

NEXTGEAR CAPITAL CORPORATION
2233 ARGENTIA ROAD, SUITE 111

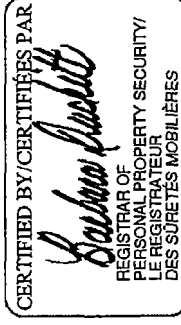
MISSISSAUGA

ON L5N 2X7

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

CONTINUED...

14



(e)2th 11/2017



REPORT : PSSR060
PAGE : 14
(5457)

SEARCHED _____ INDEXED _____
 SERIALIZED _____ FILED _____
 JUN 11 2018
 FBI - NEW YORK
 730016559

FILE NUMBER
730016559

01

JOURNAL OF DOCUMENTATION

[illegible]

WOODBRIDGE

ON L4L 3S8
ON HARLO CORPORATION NO

SURNAME:

[illegible]

ONTARIO CORPORATION NO. 358
ON TAIL

MISSISSAUGA ON L5N 2X7

DATE OF NO INDEX

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

10

VIN
SAIISH2E48AA246226

11

[illegible][illegible][illegible]

ADDRESS:

*** FOR FURTHER INFORMATION, CONTACT THE SPOURED PARTY. ***

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
Sabrina Paré
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

crj1ft 11/2017)



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

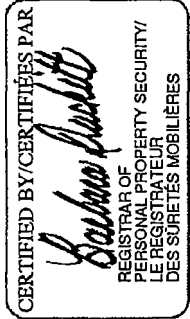
RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

NAME OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON 2236715 ONTARIO LIMITED
FILE SEARCHED 06JUN 2018

FORM C FINANCING STATEMENT / CLAIM FOR FEE

00	FILE NUMBER	730017315
01	CATION PAGE INITIAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION PERIOD	01 001 20170720 1042 2013 2708 P PPSA 1
02	DEBTOR	DATE OF BIRTH
03	NAME	BUSINESS NAME 2236715 ONTARIO LIMITED
04	ADDRESS	4160 STEELES AVE WEST UNIT 1, 2, WOODBRIDGE ONTARIO CORPORATION NO. L4L 3S8
05	DEBTOR	DATE OF BIRTH
06	NAME	BUSINESS NAME LUXURY AND SPORTS CARS
07	ADDRESS	4160 STEELES AVE WEST UNIT 1, 2, WOODBRIDGE ONTARIO CORPORATION NO. L4L 3S8
08	SECURED PARTY / UTILITY CREDIT	ADDRESS 2233 ARGENTIA RD, SUITE 111 MISSISSAUGA ON L5N 2X7
09	COHABITANT / CLASIFICATION	CONSUMER
10	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	DATE OF MOTOR VEHICLE AMOUNT NO. FIXED MATURED OR MATURITY DATE
11	MOTOR	YEAR MAKE
12	VEHICLE	MODEL
13	GENERAL	REGISTRATION
14	COLLATERAL	REGISTRATION
15	DESCRIPTION	REGISTRATION
16	REGISTERING	AGENT
17	ADDRESS	ADDRESS

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



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

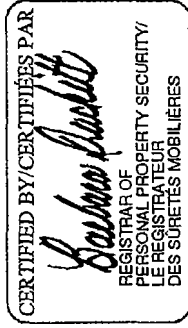
RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2236715 ONTARIO LIMITED
FILE CURRENCY : 06JUN 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER 729789795
01	CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGE SCHEDULE NUMBER PERIOD 01 001 20170713 1407 2013 1693 P PPSA 1
02	DATE OF BIRTH
03	BUSINESS NAME 2236715 ONTARIO LIMITED
04	ADDRESS 4160 STEELES AVE WEST UNIT 1, 2, WOODBRIDGE ONTARIO CORPORATION NO L4L 3S8
05	DATE OF BIRTH
06	BUSINESS NAME LUXURY AND SPORTS CARS
07	ADDRESS 4160 STEELES AVE WEST UNIT 1, 2, WOODBRIDGE ONTARIO CORPORATION NO L4L 3S8
08	SECURED PARTY / LUXURY AND SPORTS CARS
09	ADDRESS 2233 ARGENTIA RD, SUITE 111 MISSISSAUGA ON L5N 2X7
10	VEHICLE CLASSIFICATION GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF NO-FIXED Maturity or Maturity Date
11	YEAR MAKE 2011 MERCEDES-BENZ
12	MOTOR VEHICLE
13	GENERAL DESCRIPTION
14	COBLATERAL DESCRIPTION
15	REGISTERING AGENT
16	ADDRESS
17	ADDRESS

FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY



(s) 11/1/2017



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

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2236715 ONTARIO LIMITED
FILE SEARCHED : 06JUN 2018

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
729789804

01
CAUTION PART TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
NUMBER NO OF PAGES SCHEDULE 20170713 1407 2013 1694 P PPSA 1

02
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DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME 2236715 ONTARIO LIMITED
ADDRESS 4160 STEELES AVE WEST UNIT 1, 2, WOODBRIDGE
ON L4L 3S8

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DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME LUXURY AND SPORTS CARS
ADDRESS 4160 STEELES AVE WEST UNIT 1, 2, WOODBRIDGE
ON L4L 3S8

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SECURED PARTY / LIAISON
ADDRESS 2233 ARGENTIA RD, SUITE 111
MISSISSAUGA ON L5N 2X7

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GENERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF NO FIXED MATURITY OR MATURITY DATE
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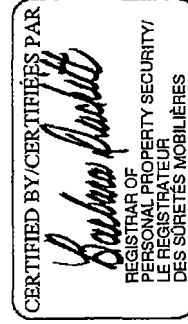
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YEAR MAKE 2011 MERCEDES-BENZ
VEHICLE
VENDOR WDCGG8HB7BF706522

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GENERAL
COLLATERAL
DESCRIPTION

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REGISTERING
AGENT
ADDRESS

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED... 18



(ajit 11/2017)



TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
716191569

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CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
SING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 031 20160502 1006 1462 0045 P PPSA 5

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DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

BUSINESS NAME 2236715 ONTARIO LIMITED

ADDRESS 4160 STEELES AVE WEST UNIT 1,2,3,4 WOODBRIDGE

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

BUSINESS NAME LUXURY AND SPORTS CARS

ADDRESS 4160 STEELES AVE WEST UNIT 1,2,3,4 WOODBRIDGE

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SECURED PARTY /
LION CREDIT

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

BUSINESS NAME LUXURY AND SPORTS CARS

ADDRESS 4160 STEELES AVE WEST UNIT 1,2,3,4 WOODBRIDGE

ADDRESS NEXTGEAR CAPITAL

ADDRESS 2233 ARGENTIA ROAD SUITE 111

MISSISSAUGA ON L5N2X7

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

YEAR MAKE MODEL VIN

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MOTOR
VEHICLE

GENERAL
COBALT
DESCRIPTION

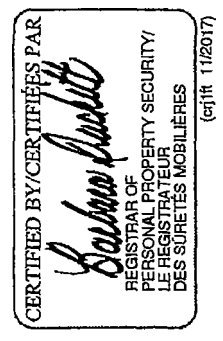
REGISTRATION
AGENT

ALL OF DEBTOR'S PRESENT AND AFTER-ACQUIRED UNDERTAKING, PROPERTY AND
ASSETS, INCLUDING ALL PRESENT AND FUTURE RIGHT, TITLE, INTEREST AND
BENEFIT OF THE DEBTOR IN ALL PROPERTY OF THE FOLLOWING KINDS

NEXTGEAR CAPITAL

ADDRESS 2233 ARGENTIA ROAD SUITE 111

MISSISSAUGA ON L5N2X7



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

REPORT : PSSR060
PAGE : 20
(5463)

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
DATE NUMBER
716191569

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CERTIFIED BY / CERTIFIÉES PAR
Barbara Buckle
REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(c) 11/2017



CONTINUED... 21

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

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CLEARED

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
716191569

01
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
BOOKING NO OF PAGE SCHEDULE NUMBER UNDER PERIOD
03 031 20160502 1006 1462 0045 P PPSA 5

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DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME
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BUSINESS NAME
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DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME
ADDRESS

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REGISTERED PARTY /
FILED CLAIMANT
ADDRESS

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MOTOR VEHICLE
GENERAL COLLATERAL
DESCRIPTION
REGISTERING AGENT
NEXTGEAR CAPITAL
2233 ARGENTIA ROAD SUITE 111
MISSISSAUGA ON L5N2X7

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TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEP

00

DATE OF SEARCH
716191569

01

CRATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
SINCE NO OF PAGE3 SCHEDULE NUMBER UNDER PERIOD
04 031 20160502 1006 1462 0045 P PPSA 5

02

DEBTOR
NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

03

DEBTOR
NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

04

DEBTOR
NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

05

DEBTOR
NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

06

DEBTOR
NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

07

DEBTOR
NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

08

DEBTOR
NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

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DEBTOR
NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

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DEBTOR
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BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

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DEBTOR
NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

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DEBTOR
NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

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DEBTOR
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BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.


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DEBTOR
NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

15

DEBTOR
NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

CERTIFIED BY / CERTIFIÉS PAR
Barbara Buckle
REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTREUR
DES SURETES MOBILIERES
(c/ift 11/2017)

 Ontario

GOODS HELD FOR SALE OR LEASE OR THAT HAVE BEEN LEASED OR CONSIGNED TO OR BY THE DEBTOR OR THAT HAVE BEEN FURNISHED OR ARE TO BE FURNISHED UNDER A CONTRACT OF SERVICE OR THAT ARE RAW MATERIALS,

16

REGISTERING AGENT

17

ADDRESS

2233 ARGENTIA ROAD SUITE 111

MISSISSAUGA

ON

L5N2X7

CONTINUED...

23

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2236715 ONTARIO LIMITED
FILE CURRENCY : 06JUN 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER : 716191569

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BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE REFERENCE

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
716191569

01
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION
SHEET NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
06 031 20160502 1006 1462 0045 P PFSA 5

02
03
04
DEBTOR NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
INITIAL SURNAME
ONTARIO CORPORATION NO.

05
06
07
DEBTOR NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
INITIAL SURNAME
ONTARIO CORPORATION NO.

08
09
SECURED PARTY /
LITIGANT
ADDRESS

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

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MOTOR
VEHICLE
GENERAL
COLLATERAL
DESCRIPTION
YEAR MAKE
MODEL
V-T-N
OTHER HYDROCARBONS AND MINERALS, WHETHER EXTRACTED OR TO BE
EXTRACTED, ANIMALS AND THEIR YOUNG AND UNBORN YOUNG, AND CROPS,
WHETHER GROWING OR HARVESTED,
REGISTERING
AGENT
NEXTGEAR CAPITAL
ADDRESS 2233 ARGENTIA ROAD SUITE 111 MISSISSAUGA ON L5N2X7

CONTINUED... 25

CERTIFIED BY / CERTIFIÉS PAR
Barbara Pankaj
REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(c/lt 11/2017)



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

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

NAME OF SEARCHED BUSINESS DEBTOR
SEARCH CONDUCTED ON 2236715 ONTARIO LIMITED
FILE REFERENCE 06JUN 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
716191569

01
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILE NO OF PAGES 07 031 SCHEDULE 20160502 1006 1462 0045 P PFSA 5

02
03
04
DEBTOR NAME FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO
BUSINESS NAME ADDRESS
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
PERSONS NAME ADDRESS ONTARIO CORPORATION NO

05
06
07
DEBTOR NAME FIRST GIVEN NAME INITIAL SURNAME
NAME BUSINESS NAME ADDRESS
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
PERSONS NAME ADDRESS ONTARIO CORPORATION NO

08
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SECURED PARTY / CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO-FIXED
FILE CLAIMANT INVENTOR EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
CO-SIGNER / CLERK SIGNATURE
YEAR MAKE MODEL VIN

11
12
MOTOR VEHICLE YEAR MAKE MODEL VIN

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15
GENERAL COLLATERAL (V) ALL OTHER GOODS, INCLUDING FURNITURE, FIXTURES, EQUIPMENT, MACHINERY, PLANT, TOOLS AND VEHICLES, (VI) ALL CHATTEL PAPER, DESCRIPTION

16
17
REGISTERING AGENT NEXTGEAR CAPITAL ADDRESS 2233 ARGENTIA ROAD SUITE 111 MISSISSAUGA ON L5N2X7

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

CONTINUED... 26

CERTIFIED BY/CERTIFIES PAR
Barbara Baskett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR DES SURETES MOBILIERES
(en)th 11/2017



TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON 2236715 ONTARIO LIMITED
FILE CURRENCY 06JUN 2018

FORM C FINANCING STATEMENT / CLAIM FOR LEEN

00 FILE NUMBER
716191569

01 CREATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
10 031 20160502 1006 1462 0045 P PPSA 5

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 BUSINESS NAME ADDRESS

04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 BUSINESS NAME ADDRESS

06 BUSINESS NAME ADDRESS

07 BUSINESS NAME ADDRESS

08 SECURED PARTY / FIRST CLAIMANT ADDRESS

09 ACCOUNTS CLASSIFICATION CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY DATE

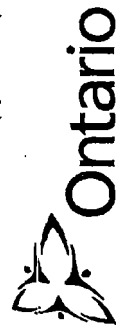
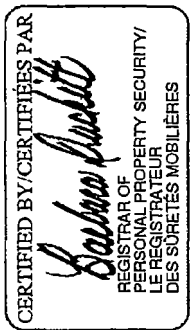
10 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

11 GENERAL COLLATERAL DESCRIPTION BOND, DEBENTURES, DEBENTURE STOCK AND OTHER SECURITIES (IN EACH CASE WHETHER EVIDENCED BY A SECURITY CERTIFICATE OR AN UNCERTIFICATED SECURITY) AND FINANCIAL ASSETS, SECURITY

12 REGISTERING AGENT NEXTGEAR CAPITAL
13 ADDRESS 2233 ARGENTIA ROAD SUITE 111 MISSISSAUGA ON L5N2X7

14 FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

15 CONTINUED...



TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENT
BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

FORM A - FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER
716191569

CARRIER PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
PAGE NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
11 031 20160502 1006 1462 0045 P PPSA 5

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

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

TYPE OF SERVICE : BUSINESS DEBTOR
SEARCH CONFIGURATION : 2236715 ONTARIO LIMITED
FILE CURRENCY : 06JUN 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
716191569

01 CREDIT PAGE TOTAL VEHICLE REGISTRATION REGISTERED REGISTRATION
BILLING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
12 031 20160502 1006 1462 0045 P PSSA 5

02 DATE OF BIRTH INITIAL SURNAME
03 BUSINESS NAME
04 ADDRESS ONTARIO CORPORATION NO.

05 DATE OF BIRTH INITIAL SURNAME
06 BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LENDER /
10 ADDRESS
11 MOTOR YEAR MAKE MODEL VEHICLE
12 VEHICLE
13 GENERAL (XII) ALL ACCOUNTS, INCLUDING DEPOSIT ACCOUNTS IN BANKS, CREDIT
14 COLLATERAL UNIONS, TRUST COMPANIES AND SIMILAR INSTITUTIONS, RENTS, DEBTS,
15 DESCRIPTION DEMANDS AND CHOSES IN ACTION THAT ARE DUE, OWING OR ACCRUING DUE TO

CERTIFIED BY/CERTIFIÉES PAR
Barbara Baskett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRÉTÉS MOBILIÈRES
(ajilt 11/2017)

16 REGISTERING NEXTGEAR CAPITAL
17 ADDRESS 2233 ARGENTIA ROAD SUITE 111 MISSISSAUGA ON L5N2X7
CONTINUED... 31



RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

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

REPORT : PSSR060
PAGE : 31
(5474)

BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

TYPE OF SEARCH
SEARCH CONDUCTED ON
PIERCE CHENNEY

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
716191569

CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
SHEET NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
13 031 20160502 1006 1462 0045 P PFSA 5

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DEBTOR NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
DATE OF BIRTH
BUSINESS NAME
ADDRESS
SECURED PARTY /
LIBER CLERK
ADDRESS

INITIAL SURNAME
INITIAL SURNAME
INITIAL SURNAME
INITIAL SURNAME
INITIAL SURNAME
INITIAL SURNAME
INITIAL SURNAME
INITIAL SURNAME
INITIAL SURNAME

ONTARIO CORPORATION NO
ONTARIO CORPORATION NO

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GENERAL COLLATERAL DESCRIPTION
MOTOR VEHICLE
YEAR MAKE
MODEL
VIN
MOTOR VEHICLE AMOUNT
DATE OF MATURITY OF
Maturity Date
NO FIXED
Maturity Date

GENERAL COLLATERAL DESCRIPTION
MOTOR VEHICLE
YEAR MAKE
MODEL
VIN
MOTOR VEHICLE AMOUNT
DATE OF MATURITY OF
Maturity Date
NO FIXED
Maturity Date

THE DEBTOR, AND ALL CLAIMS OF ANY KIND THAT THE DEBTOR HAS,
INCLUDING CLAIMS AGAINST THE CROWN AND CLAIMS UNDER INSURANCE
POLICIES,

NEXTGEAR CAPITAL

ADDRESS 2233 ARGENTIA ROAD SUITE 111

MISSISSAUGA

ON

L5N2X7

FOR FURTHER INFORMATION CONTACT THE SECURED PARTY

CONTINUED ... 32



(e)/ft 11/2017)



RUN NUMBER : 158
RUN DATE : 2016/06/07
ID : 20180607143920.86

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2236715 ONTARIO LIMITED
FILE REFERENCE : 06JUN 2018

FORM C - FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
716191569

01
PARTY NAME : 14 031
NO. OF PAGES : 20160502 1006 1462 0045 P PPSA 5
SCHEDULE : 20160502 1006 1462 0045 P PPSA 5

02
DATE OF BIRTH :
FIRST GIVEN NAME :
INITIAL :
SURNAME :

03
BUSINESS NAME :
ADDRESS :
INITIAL :
SURNAME :

04
DATE OF BIRTH :
FIRST GIVEN NAME :
INITIAL :
SURNAME :

05
BUSINESS NAME :
ADDRESS :
INITIAL :
SURNAME :

06
DATE OF BIRTH :
FIRST GIVEN NAME :
INITIAL :
SURNAME :

07
BUSINESS NAME :
ADDRESS :
INITIAL :
SURNAME :

08
SECURED PARTY /
DEBTOR NAME :
ADDRESS :
INITIAL :
SURNAME :

09
SECURED PARTY /
DEBTOR NAME :
ADDRESS :
INITIAL :
SURNAME :

10
GENERAL CLASSIFICATION :
CONSUMER :
GOODS :
INVENTORY :
EQUIPMENT :
ACCOUNTS :
OTHER :
INCLUDED :
DATE OF :
MATURITY :
DATE :
NO. FIXED :

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YEAR MAKE :
MODEL :
V.I.N. :

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MOTOR :
VEHICLE :

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GENERAL :
COGNATEL :
DESCRIPTION :

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GENERAL :
COGNATEL :
DESCRIPTION :

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GENERAL :
COGNATEL :
DESCRIPTION :

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REGISTERING :
AGENT :

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REGISTERING :
AGENT :

NEXTGEAR CAPITAL

ADDRESS : 2233 ARGENTIA ROAD SUITE 111

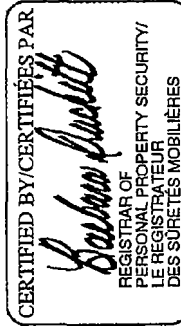
MISSISSAUGA

ON L5N2X7

(XIII) ALL OTHER INTANGIBLES INCLUDING CONTRACTS, AGREEMENTS,
CLEARING HOUSE OPTIONS, PERMITS, LICENCES, CONSENTS, APPROVALS,
AUTHORIZATIONS, ORDERS, JUDGMENTS, CERTIFICATES, RULINGS, INSURANCE

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

CONTINUED... 33



(c/11th 11/2017)



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

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2236715 ONTARIO LIMITED
FILE CURRENCY : 06JUN 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00
DATE NUMBER
716191569

01
CARTON PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES 15 031 20160502 1006 1462 0045 P PFSA 5

02
03
04
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO

05
06
07
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO

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09
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SECURED PARTY /
GIVEN CLAIMANT
ADDRESS
ADDRESS
ADDRESS
MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11
12
YEAR MAKE MODEL VEHICLE

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GENERAL COLLATERAL DESCRIPTION POLICIES, AGRICULTURAL AND OTHER QUOTAS, SUBSIDIES, FRANCHISES,
IMMUNITIES, PRIVILEGES AND BENEFITS AND ALL GOODWILL, PATENTS,
TRADEMARKS, TRADE NAMES, TRADE SECRETS, INVENTIONS, PROCESSES

16
17
REGISTERING AGENT NEXTGEAR CAPITAL 2233 ARGENTIA ROAD SUITE 111 MISSISSAUGA ON L5N2X7

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED... 34

CERTIFIED BY/CERTIFIÉES PAR
Barbara Baskett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(c/ft 11/2017)



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

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CERTIFY

FORM 15 FINANCING STATEMENT / CLAIM FOR EEN

FILE NUMBER
716191569

CHECK NO. OF PAGES 16 031
TOTAL MOTOR VEHICLE REGISTRATION NUMBER UNDER PERIOD
20160502 1006 1462 0045 P PFSA 5

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME
ONTARIO CORPORATION NO.

DEBTOR
NAME

BUSINESS NAME
ADDRESS

FIRST GIVEN NAME

INITIAL

SURNAME
ONTARIO CORPORATION NO.

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME
ONTARIO CORPORATION NO.

DEBTOR
NAME

BUSINESS NAME
ADDRESS

FIRST GIVEN NAME

INITIAL

SURNAME
ONTARIO CORPORATION NO.

SECURED PARTY /
UTEN CLAMANT

ADDRESS

COGNATE/CONSPICUOUS

CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

MOTOR VEHICLE AMOUNT

DATE OF

MATURITY OF

NO-FIXED

YEAR MAKE

MODEL

V.T.N.

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

COPYRIGHTS, APPLICATIONS FOR INTELLECTUAL PROPERTY RIGHTS AND OTHER
INDUSTRIAL OR INTELLECTUAL PROPERTY,
(XIV) WITH RESPECT TO THE PROPERTY DESCRIBED IN ITEMS (I) TO (XIII)

REGISTERING
AGENT

NEXTGEAR CAPITAL

ADDRESS

2233 ARGENTIA ROAD SUITE 111

MISSISSAUGA

ON

L5N2X7

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

CONTINUED... 35

CERTIFIED BY/CERTIFIÉES PAR
Barbara P. P. P.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRÉTÉS MOBILIÈRES
(c/jfr 11/2017)



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

REPORT : PSSR060
PAGE : 35
(5478)

BUSINESS DEBTOR

2236715 ONTARIO LIMITED
06JUN 2018

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
716191569

SECTION	PAGE	FORM	VEHICLE	REGISTRATION	REGISTRATION
FILING	NO.	OF	SCHEDULE	NUMBER	UNDER
		PAGES			PERIOD
01	17	031	20160502	1006 1462 0045	P PRSA 5

[illegible]

02	DEBTOR'S	
03	NAME	BUSINESS NAME

04 ADDRESS

[illegible]

NAME	BUSINESS NAME	ADDRESS
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07		

80 SECURED PARTY /
60 FURNITURE
60 ADDRESS

NONOBLIVISCERE SERVUM ET INDEBITUM

CONSUMER CREDIT	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR NATURALITY DATE
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED		

11	MOTOR	YEAR	MAKE	MODEL
11				

12
VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING.....
NEXTGEAR CAPITAL

17
AGENT
2233 ARGENTIA ROAD SUITE 111
ADDRESS

ON 1.5N2X7

*****FOR FURTHER INFORMATION CONTACT THE SECURED PARTY*****

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
Sandra P. Lachet
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(сентябрь 11/2017)



RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2236715 ONTARIO LIMITED
FILE CURRENT : 06JUN 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 716191569

01 CATION PAGE 18 031 20160502 1006 1462 0045 P PFSA 5

02 DEBTOR NAME BUSINESS NAME ADDRESS

03 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

04 BUSINESS NAME ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 BUSINESS NAME ADDRESS

07 BUSINESS NAME ADDRESS

08 SECURED PARTY / FIRST GIVEN NAME ADDRESS

09 ADDRESS

10 COHABITANT CLASSIFICATION

11 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

12 YEAR MAKE MODEL

13 MOTOR VEHICLE

14 GENERAL COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

2233 ARGENTIA ROAD SUITE 111

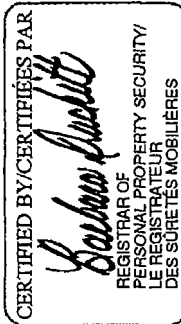
MISSISSAUGA

ON L5N2X7

CONTRACT THE SECURED PARTY

CONTINUED...

37



(c/ft 11/2017)



RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

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

REPORT : PSSR060
PAGE : 37
(5480)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2236715 ONTARIO LIMITED
FILE CURRENT : 06JUN 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LEASE

00 RUN NUMBER : 716191569

01 CAUTION : PAGE : 19 031
PAGE : 19 031
SCHEDULE : 20160502 1006 1462 0045 P PSSA 5

02 DEBTOR : DATE OF BIRTH : FIRST GIVEN NAME : SURNAME :
03 NAME : BUSINESS NAME : ADDRESS :
04 ADDRESS :
05 DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
06 NAME : BUSINESS NAME : ADDRESS :
07 ADDRESS :
08 SECURED PARTY /
09 THEN CLAIMANT : ADDRESS :
10

ONTARIO CORPORATION NO:

ONTARIO CORPORATION NO:

11 MOTOR : YEAR MAKE : MODEL : VIN :
12 VEHICLE :
13 GENERAL : INCLUSIVE, ALL PARTS, COMPONENTS, RENEWALS, SUBSTITUTIONS AND
14 COLLATERAL : REPLACEMENTS OF THAT PROPERTY AND ALL ATTACHMENTS, ACCESSORIES AND
15 DEGRESSION : INCREASES, ADDITIONS AND ACCESSIONS TO THAT PROPERTY, AND
16 REGISTERING : NEXTGEAR CAPITAL
17 AGENT : ADDRESS : 2233 ARGENTIA ROAD SUITE 111 MISSISSAUGA ON L5N2X7

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

CONTINUED...

38



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

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2236715 ONTARIO LIMITED
FILE CURRENT : 06JUN 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER : 716191569

CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
20 031 20160502 1006 1462 0045 P PPSA 5

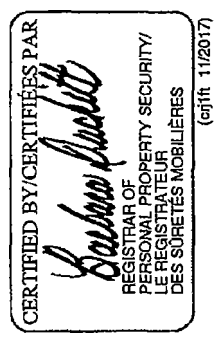
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS
ONTARIO CORPORATION NO:

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS
ONTARIO CORPORATION NO:

SECURED PARTY / DEBTOR NAME ADDRESS
DEBTOR NAME ADDRESS
GENERAL COLLATERAL CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY DATES
COHABITANT CLAUSE/REGISTRATION

YEAR MAKE MODEL
MOTOR VEHICLE
GENERAL COLLATERAL DESCRIPTION
(XVI) WITH RESPECT TO THE PROPERTY DESCRIBED IN ITEMS (I) TO (XV) INCLUSIVE, ALL PROCEEDS FROM THAT PROPERTY, INCLUDING PROPERTY IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THAT

REGISTERING AGENT ADDRESS
NEXTGEAR CAPITAL
2233 ARGENTIA ROAD SUITE 111 MISSISSAUGA ON L5N2X7
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***
CONTINUED...



RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

FORM JC FINANCING STATEMENT CLAIM FOR CREDIT

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716191569

01
21 031 20160502 1006 1462 0045 P PPSA 5

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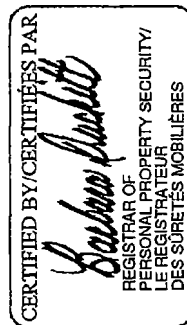
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2236715 ONTARIO LIMITED
FILE CURRENCY : 06JUN 2018

FORM 10 FINANCING STATEMENT / CLAIM FOR FEE

00 FILE NUMBER : 716191569

01 CAUTION : NO. OF PAGES : 22 031
SCHEDULE : 20160502 1006 1462 0045 P PPSA 5

02 DEBTOR NAME : FIRST GIVEN NAME : INITIAL : SURNAME :
03 BUSINESS NAME : ADDRESS :
04 DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
05 BUSINESS NAME : ADDRESS :
06 DEBTOR NAME : BUSINESS NAME : ADDRESS :
07 SECURED PARTY / LENDER CLIENT : ADDRESS :

08 MOTOR VEHICLE : AMOUNT : DATE OF : NO. FIXED :
09 GOODS : INVENTORY EQUIPMENT ACCOUNTS OTHER : INCLUDED : MATURITY OR : MATURITY DATE :

10 YEAR MAKE : MODEL :
11 MOTOR VEHICLE :
12 GENERAL : PARTIAL DISCHARGE OR REDEMPTION OF AN INTANGIBLE, CHATTEL PAPER,
13 COLLATERAL INSTRUMENT OR INVESTMENT PROPERTY
14 DESCRIPTION :
15 REGISTERING : NEXTGEAR CAPITAL
16 AGENT : ADDRESS : 2233 ARGENTIA ROAD SUITE 111
17 ADDRESS : 2233 ARGENTIA ROAD SUITE 111
ON L5N2X7

CONTINUED... 41

RUN NUMBER : 158
 RUN DATE : 2018/06/07
 ID : 20180607143920.86
 PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE
 REPORT : PSSR060
 PAGE : 41
 (5484)

TYPE OF SEARCH	BUSINESS DEBTOR
SEARCH CONDUCTED ON	2236715 ONTARIO LIMITED
FILE CURRENCY	06JUN 2018

TYPE OF SEARCH BUSINESS DETTOR
 SEARCH CONDUCTED ON 2236715 ONTARIO LIMITED
 FILE CURRENCY 06JUN 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 716191569

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE		REGISTRATION		REGISTERED		REGISTRATION	
			SCHEDULE	NUMBER	NUMBER	UNDER	PERIOD	UNDER	PERIOD	
23	031	031	20160502	1006	1462	0045	P	PPSA	5	5

02	EXTENSION	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	OVERALL CORRELATION NO.
03	NAME	BUSINESS NAME				

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
04			

05	DESIGN NAME	BUSINESS NAME	ONTARIO CORPORATION NO.
06	NAME	ADDRESS	CITY
07		POSTAL CODE	

07 ADDRESS

08 SECURED PARTY /
LITIGATION

09 ADDRESS

COLLATERAL CLASSIFICATION	CONSUMER	INVENTORY EQUIPMENT	ACCOUNTS OTHER	INCLUDED	DATE OF MATURITY	NO. FIXED	OR VARIETY DATE

11 MOTOR WEAR MODEL VULN

11	DEPTOR		
12	VEHICLE		
13	GENERAL	"DEPTOR" SHALL MEAN THE BORROWER UNDER THE NOTE, ALSO BEING THE	
14	COURT	DEPTOR HEREUNDER.	
15	DESCRIPTION	"INVENTORY" SHALL MEAN ALL UNITS HELD BY THE DEPTOR FOR WHOLESALE OR	

16	REGISTERING	NEXTGEAR CAPITAL	2033 ARGENTITA ROAD SUITE 111	MISSISSAUGA	ON	L5N2
17	AGENT					

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-29-2007 BY 60322 UCBAW

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***
UNCLASSIFIED DATE 08-29-2007 BY 60322 UCBAW

CONTINUED...

CERTIFIED BY CERTIFIÉES PAR
Suzanne Rivest
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

11/2017



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

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

BUSINESS DEBTOR

2236715 ONTARIO LIMITED
06JUN 2018

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

FORM 16 - FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
716191569

01
CHARTER DATE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
24 031 20160502 1006 1462 0045 P PPSA 5

02
03
04
DEBTOR NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL SURNAME
ONTARIO CORPORATION NO.

05
06
07
DEBTOR NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL SURNAME
ONTARIO CORPORATION NO.

08
09
10
SECURED PARTY /
LIEN CREATOR
ADDRESS
ACCOUNT CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
Maturity or Maturity Date

11
12
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15
WEAR MAKE
MODEL
YEAR
GENERAL COLLATERAL
DESCRIPTION
RETAIL SALE, LEASE, OR RENT, OR LEASED OR RENTED BY THE DEBTOR.
"INVENTORY" INCLUDES LENDER FINANCED INVENTORY.
"LENDER FINANCED INVENTORY" SHALL MEAN ALL UNITS FOR WHICH AN

16
17
REGISTERING
AGENT
ADDRESS
2233 ARGENTIA ROAD SUITE 111
MISSISSAUGA
ON
L5N2X7
NEXTGEAR CAPITAL
*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***
CONTINUED...

CERTIFIED BY / CERTIFIÉES PAR
Barbara Buckle
REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(c) 11/2017



NAME OF SEARCHED BUSINESS DEBTOR
SEARCH CONDUCTED ON 2236715 ONTARIO LIMITED
FILE CERTIFICATE 06JUN 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
716191569

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CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
SALING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
25 031 20160502 1006 1462 0045 P PPSA 5

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS
02 DEBTOR
03 NAME
04

05 DEBTOR
06 NAME
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DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ADDRESS
08 SECURED PARTY
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10

COHESION CLASSIFICATION
CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF NO. FIXED
MAJORITY OF MATURITY DATE

11 MOTOR
12 VEHICLE

YEAR MAKE MODEL
GENERAL COLLATERAL DESCRIPTION
ADVANCE HAS BEEN MADE UNDER THE NOTE.
"LENDER PARTIES" SHALL MEAN THE SECURED PARTY AND ITS AFFILIATES,
AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, PRINCIPALS,
13
14
15

16 REGISTERING
17

AGENT ADDRESS
2233 ARGENTIA ROAD SUITE 111 MISSISSAUGA ON L5N2X7

CONTINUED...

CERTIFIED BY / CERTIFIÉES PAR
Barbara Davelle
REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE RÉGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(eff. 11/2017)



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

REPORT : PSSR060
PAGE : 44
(5487)

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

FORM C FINANCING STATEMENT / CLAIM FOR LIEN

716191569

CAUTION PAGE 26 031
REGISTRATION NUMBER 20160502 1006 1462 0045 P PPSA 5

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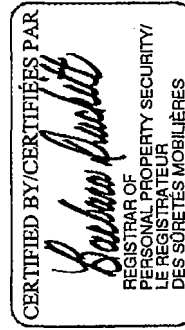
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CONTINUED...

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RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

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

REPORT : PSSR060
PAGE : 45
(5488)

NAME OF SEARCHED BUSINESS DEBTOR
SEARCH CONDUCTED ON 2236715 ONTARIO LIMITED
FILE CURRENCY 06JUN 2018

FORM C FINANCING STATEMENT / CLAIM FOR LIEN

00
716191569

01
CHURCH PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGE 27 031 20160502 1006 1462 D045 P PPSA 5

02
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03
BUSINESS NAME ADDRESS

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DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
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DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06
BUSINESS NAME ADDRESS

07
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
08
BUSINESS NAME ADDRESS

09
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
10
BUSINESS NAME ADDRESS

11
YEAR MAKE MODEL VIN
12
MOTOR VEHICLE

13
GENERAL DOCUMENT EVIDENCING OWNERSHIP OF A UNIT ISSUED BY THE MANUFACTURER
14
COLLATERAL OF THE UNIT.
15
DESCRIPTION "NOTE" SHALL MEAN THE DEMAND PROMISSORY NOTE AND LOAN AND SECURITY

16
REGISTERING NEXTGEAR CAPITAL
17
AGENT 2233 ARGENTIA ROAD SUITE 111 MISSISSAUGA ON L5N2X7

CERTIFIED BY/CERTIFIÉES PAR
Barbara Lusk
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRÉTÉS MOBILIÈRES
(ajft 11/2017)

CONTINUED... 46



TYPE OF SEARCH: BUSINESS DEBTOR
SEARCH CONDUCTED ON: 2236715 ONTARIO LIMITED
FILE CURRENCY: 06JUN 2018

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

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716191569

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20160502 1006 1462 0045 P PPSA 5

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

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2236715 ONTARIO LIMITED
FILE CURRENCY : 06JUN 2018

FORM C FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
716191569

01
CARTON PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
29 031 20160502 1006 1462 0045 P PPSA 5

02
03
04
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME
ADDRESS
ONTARIO CORPORATION NO.

05
06
07
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME
ADDRESS
ONTARIO CORPORATION NO.

08
09
10
SECURED PARTY /
DEBTOR /
CREDITOR
ADDRESS
ADDRESS
CO-SUBSCRIBER
ADDRESS
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF NO FIXED
Maturity or Maturity Date

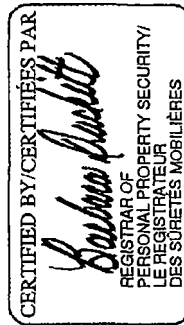
11
12
YEAR MAKE MODEL
MOTOR VEHICLE

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GENERAL
COLLATERAL
DESCRIPTION
SUCH NOTE.
"RESERVE" SHALL MEAN THE CASH DEPOSITED WITH THE SECURED PARTY BY
THE DEBTOR ON A VOLUNTARY BASIS OR AS REQUIRED AS AN UNDERWRITING

16
17
REGISTERING
AGENT
NEXTGEAR CAPITAL
ADDRESS 2233 ARGENTIA ROAD SUITE 111 MISSISSAUGA ON L5N2X7

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

CONTINUED... 48



(ajft 11/2017)



RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

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

REPORT : PSSR060
PAGE : 48
(5491)

BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

REASON OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
716191569

01
PARTITION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
30 031 20160502 1006 1462 0045 P PFSA 5

02
03
04
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME
ADDRESS
INDIVIDUAL SURNAME
ONTARIO CORPORATION NO

05
06
07
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME
ADDRESS
INDIVIDUAL SURNAME
ONTARIO CORPORATION NO

08
09
10
SECURED PARTY /
DEBTOR
ADDRESS
COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF NO-FIXED
MATURETY OR MATURITY DATE

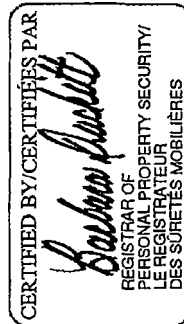
11
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MOTOR VEHICLE
WEAR MARKS
GENERAL
COLLATERAL
DESCRIPTION
REGISTERING
AGENT
NEXTGEAR CAPITAL
2233 ARGENTIA ROAD SUITE 111
MISSISSAUGA
ON L5N2X7

CONDITION.
"SECURED PARTY" SHALL MEAN NEXTGEAR CAPITAL CORPORATION, THE LENDER
UNDER THE NOTE, ALSO BEING THE SECURED PARTY HEREUNDER.

FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY

CONTINUED...

49



(c/jth 11/2017)



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

REPORT : PSSR060
PAGE : 49
(5492)

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

FORM OF FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
716191569

01
CAUTION
31
031
20160502 1006 1462 0045 P PPSA 5

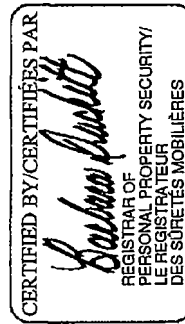
02
03
04
DEBTOR
NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

05
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07
DEBTOR
NAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

08
09
10
SECURED PARTY /
LIEN CREATOR
ADDRESS
GENERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
MOTOR VEHICLE AMOUNT
DATE OF
MATURITY OR
EXPIRATION DATE

11
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MOTOR
VEHICLE
YEAR MAKE
MODEL
VINTAGE
GENERAL
COLLATERAL
DESCRIPTION
REGISTERING
AGENT
NEXTGEAR CAPITAL
2233 ARGENTIA ROAD SUITE 111
MISSISSAUGA
ON
L5N2X7

CONTINUED... 50



(c) 11/2017



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

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CUSTOMER PAGE TOTAL MOTOR VEHICLES REGISTRATION REGISTERED
FILE NO. OF PAGES SCHEDULE NUMBER UNDER
01 001 20180504 1407 1462 4320

01 RECORD FILE NUMBER 716191569

21 PAGE AMENDED NO SPECIFIC PAGE AMENDED

22 CHANGE REQUIRED A AMENDMENT

23 FIRST GIVEN NAME INITIAL SURNAME

24 BUSINESS NAME 2236715 ONTARIO LIMITED

25 OTHER CHANGE AMEND SECURED PARTY NAME

26 FIRST GIVEN NAME SURNAME

27 DATE OF BIRTH

28 BUSINESS NAME ADDRESS

02/ DEBTOR/

03/ TRANSFER

04/07

29 ASSIGNOR

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
NEXTGEAR CAPITAL CORPORATION

09 ADDRESS 2233 ARGENTIA ROAD SUITE 111

10 COLLATERAL CLASSIFICATION

GOODS INVENTORY EQUIPMENT ACCOUNT'S OTHER ENCLOSED

DATE OF MOTOR VEHICLE NO. FIXED

YEAR MAKE MODEL

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

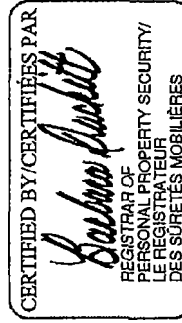
15 DESCRIPTION

16 SECURED PARTY/AGENT OR

17 LIEN CLAIMANT

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

CONTINUED... 51



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

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

OWNER OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON 2236715 ONTARIO LIMITED
FILE'S OFFENSE 06JUN 2018

FORM 16 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
687078486

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CAUTION PAGE NO. OF PAGES 01 001
FILING NO. OF PAGES 20130521 1951 1531 2593 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
2236715 ONTARIO LIMITED
4160 STEELES AVENUE WEST WOODBRIDGE
ONTARIO CORPORATION NO. L4L 3S8

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
2236715 ONTARIO LIMITED
4160 STEELES AVENUE WEST WOODBRIDGE
ONTARIO CORPORATION NO. L4L 3S8

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
2236715 ONTARIO LIMITED
4160 STEELES AVENUE WEST WOODBRIDGE
ONTARIO CORPORATION NO. L4L 3S8

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
2236715 ONTARIO LIMITED
4160 STEELES AVENUE WEST WOODBRIDGE
ONTARIO CORPORATION NO. L4L 3S8

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
2236715 ONTARIO LIMITED
4160 STEELES AVENUE WEST WOODBRIDGE
ONTARIO CORPORATION NO. L4L 3S8

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
2236715 ONTARIO LIMITED
4160 STEELES AVENUE WEST WOODBRIDGE
ONTARIO CORPORATION NO. L4L 3S8

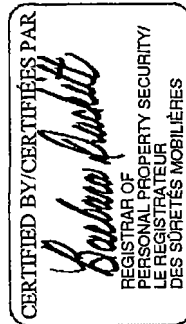
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
2236715 ONTARIO LIMITED
4160 STEELES AVENUE WEST WOODBRIDGE
ONTARIO CORPORATION NO. L4L 3S8

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
2236715 ONTARIO LIMITED
4160 STEELES AVENUE WEST WOODBRIDGE
ONTARIO CORPORATION NO. L4L 3S8

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
2236715 ONTARIO LIMITED
4160 STEELES AVENUE WEST WOODBRIDGE
ONTARIO CORPORATION NO. L4L 3S8

CONTINUED...

52



(enft 11/2017)



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

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

SECTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILE NO. OF PAGES SCHEDULE 20180409 1641 1793 9067

01 RECORD FILE NUMBER 687078486
21 REFINANCED PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED REFINANCE PERIOD
01 1 20180409 1641 1793 9067

22 REFERENCE FIRST GIVEN NAME INITIAL SURNAME
DEBTOR / BUSINESS NAME 2236715 ONTARIO LIMITED

25 OTHER CHANGE
26 REASON
27 DESCRIPTION
28 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02/05 DEBTOR / BUSINESS NAME
03/06 CREANER
04/07 ADDRESS

ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY / ALIEN CLAIMANT / ASSIGNEE

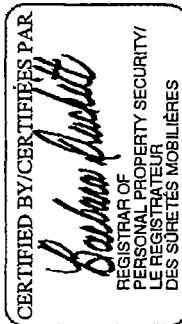
08 ADDRESS
09 ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
MOTOR VEHICLE DATE OF

11 YEAR MAKE MODEL V.I.N.
12 MOTOR
13 VEHICLE
14 GENERAL
15 COLLATERAL
16 DESCRIPTION
17 SECURED PARTY / ALIEN CLAIMANT / ASSIGNEE ADDRESS
AIRD & BERLIS LLP
181 BAY STREET, SUITE 1800, BOX# 754
TORONTO ON M5J2T9

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

CONTINUED...



(e)2A 11/2017



RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

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

REPORT : PSSR060
PAGE : 53
(5496)

CERTIFICATE OF SEARCH
BUSINESS DEBTOR
2236715 ONTARIO LIMITED
06JUN 2018

FOR THE FINANCING CHANGE STATEMENT / CHANGE STATEMENT

SECTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
001 20180409 1642 1793 9068

01 RECORD FILE NUMBER 687078486
21 RENEWAL YEAR 2018
22 CORRECTED YEAR 2018

23 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED
24 AMENDMENT A AMENDMENT

25 FIRST GIVEN NAME SURNAME
26 BUSINESS NAME 2236715 ONTARIO LIMITED

27 OTHER CHANGE
28 AMENDED TO ADD THE DEBTOR'S REGISTERED BUSINESS NAME AS AN
29 ADDITIONAL DEBTOR NAME UNDER REGISTRATION NO. 20130521 1951 1531 259

02/ DEBTOR/ DATE OF BIRTH FIRST GIVEN NAME SURNAME
03/ TRANSFER BUSINESS NAME LUXURY AND SPORTS CARS
04/ ADDRESS 4160 STEELES AVENUE WEST WOODBRIDGE ONTARIO CORPORATION NO. L4T3S8

29 ASSIGNOR
30 SECURED PARTY/BIEN-CLAMANT/ASSIGNED

08 COLLATERAL CLASSIFICATION
09 CONSUMER

10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR NO. FIXED
11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE
13 GENERAL
14 COPIES
15 DESCRIPTION
16 SECURED PARTY/BIEN-CLAMANT/ASSIGNED ADDRESS
17 LIEN CLAIMANT

AIRD & BERLIS LLP
181 BAY STREET, SUITE 1800, BOX# 754
TORONTO ON M5J2T9

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



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

RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

NAME OF SEARCHER : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2236715 ONTARIO LIMITED
FILE CURRENCY : 06JUN 2018

FORM 2018/06/07 CHANGE STATEMENT / CHANGE STATEMENT

REGISTRATION NO. OF PAGES SCHEDULED 20180426 1038 1529 4642

01 REGISTRATION NO. OF PAGES SCHEDULED 20180426 1038 1529 4642
02 REGISTRATION NO. OF PAGES SCHEDULED 20180426 1038 1529 4642

03 REGISTRATION NO. OF PAGES SCHEDULED 20180426 1038 1529 4642
04 REGISTRATION NO. OF PAGES SCHEDULED 20180426 1038 1529 4642

05 REGISTRATION NO. OF PAGES SCHEDULED 20180426 1038 1529 4642
06 REGISTRATION NO. OF PAGES SCHEDULED 20180426 1038 1529 4642

07 REGISTRATION NO. OF PAGES SCHEDULED 20180426 1038 1529 4642
08 REGISTRATION NO. OF PAGES SCHEDULED 20180426 1038 1529 4642

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13 REGISTRATION NO. OF PAGES SCHEDULED 20180426 1038 1529 4642
14 REGISTRATION NO. OF PAGES SCHEDULED 20180426 1038 1529 4642

15 REGISTRATION NO. OF PAGES SCHEDULED 20180426 1038 1529 4642
16 REGISTRATION NO. OF PAGES SCHEDULED 20180426 1038 1529 4642

17 REGISTRATION NO. OF PAGES SCHEDULED 20180426 1038 1529 4642
18 REGISTRATION NO. OF PAGES SCHEDULED 20180426 1038 1529 4642

ONTARIO CORPORATION NO.

29 ASSIGNOR
30 ASSIGNEE
31 COLLATERAL CLASSIFICATION

32 COLLATERAL CLASSIFICATION
33 COLLATERAL CLASSIFICATION

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55 COLLATERAL CLASSIFICATION

CERTIFIED BY/CERTIFIÉS PAR
Barbara Pickett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(01/24 11/2017)



11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 REGISTRATION
16 REGISTRATION AGENT OR
17 SECURED PARTY ADDRESS
18 LIEN CLAIMANT
19 CANADIAN SECURITIES REGISTRATION SYSTEMS
20 4126 NORLAND AVENUE
21 BURNABY BC V5G 3S8
22 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***
23 CONTINUED... 55

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

REPORT : PSSR060
PAGE : 55
(5498)

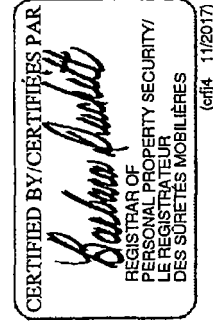
RUN NUMBER : 158
RUN DATE : 2018/06/07
ID : 20180607143920.86

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2236715 ONTARIO LIMITED
FILE CURRENCY : 06JUN 2018

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
737122986	20180309 1312 1902 0897		
737000442	20180306 1318 1902 0295		
736965306	20180305 1737 1901 3345		
736965396	20180305 1739 1901 3346		
732709503	20171006 1053 2013 3578		
731893419	20170914 1036 2013 0192		
731893887	20170914 1036 2013 0239		
731212821	20170824 1322 2013 7420		
731147751	20170823 1054 2013 7144		
730532133	20170803 1056 2013 4498		
730478367	20170802 1055 2013 4358	20180508 1620 6076 5101	
730016559	20170720 1042 2013 2632		
730017315	20170720 1042 2013 2708		
729789795	20170713 1407 2013 1693		
729789804	20170713 1407 2013 1694		
728549892	20170608 1439 2013 7051		
716191569	20160502 1006 1462 0045	20180504 1407 1462 4320	
687078486	20130521 1951 1531 2593	20180409 1641 1793 9067	20180409 1642 1793 9068 20180426 1038 1529 4642

23 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.





SECURITY IS EVERYTHING

Phone: (416) 225-5511

Ontario Search Results
ID 1505378
Search Type [BD] Business Debtor

Record Since: 06JUN2018

Your Ref No. 118-143763
Liens : 1 Pages : 4

Searched : 03JUL2018 01:05 PM
Printed : 03JUL2018 01:01 PM

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/03/2018
CCCL204 DISPLAY 1C REGISTRATION - SCREEN 1 13:05:04
ACCOUNT : 009233-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 4
FILE CURRENCY : 02JUL 2018
SEARCH : BD : 2236715 ONTARIO LIMITED

00 FILE NUMBER : 740892699 EXPIRY DATE : 25JUN 2023 STATUS :
01 CAUTION FILING : PAGE : 001 OF 4 MV SCHEDULE ATTACHED : X
REG NUM : 20180625 1705 1590 3188 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: 2236715 ONTARIO LIMITED

OCN :

04 ADDRESS : 4160 STEELES AVE WEST
CITY : WOODBRIDGE PROV: ON POSTAL CODE: L4L 3S8
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ROYAL BANK OF CANADA

09 ADDRESS : 222 BAY STREET, 24TH FLOOR
CITY : TORONTO PROV: ON POSTAL CODE: M5J 2W4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10	YEAR MAKE	MODEL	V.I.N.
11	2015 MERCEDES-BENZ	S-CLASS	WDDXJ8FB0FA000639
12	2015 MERCEDES-BENZ	M-CLASS	4JGDA2EB7FA452675

GENERAL COLLATERAL DESCRIPTION

13
14
15

16 AGENT: AIRD & BERLIS LLP (BANKING)

17 ADDRESS : BROOKFIELD PLACE, SUITE 1800 181 BAY STR
CITY : TORONTO PROV: ON POSTAL CODE: M5J 2T9

PSSME17 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/03/2018
CCCL204 DISPLAY MOTOR VEHICLE SCHEDULE 13:05:08
ACCOUNT : 009233-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 2 OF 4
FILE CURRENCY : 02JUL 2018
00 REF: 740892699 01 PAGE: 002 OF 4 REG NUM: 20180625 1705 1590 3188
YEAR (===== MAKE =====) (===== MODEL =====) (===== V.I.N. =====)
41 2014 MERCEDES-BENZ CLS-CLASS WDDLJ9BB6EA094485
42 2011 PORSCHE PANAMERA WP0AA2A76BL014785
43 2013 MERCEDES-BENZ CLS-CLASS WDDLJ9BB7DA063244
44 2013 MERCEDES-BENZ M-CLASS 4JGDA2EB1DA232851
45 2016 BMW X3 5UXWX9C53G0D63101
46 2014 BMW 535I WBA5B3C57ED530245
47 2013 BMW 335I WBA3B9C53DF140398
48 2012 MERCEDES-BENZ M-CLASS 4JGDA2EB7CA008983
49 2012 BMW 535I WBAFU7C57CDU63486
50 2012 AUDI A5 WAULFBFR7CA000599
51 2014 MERCEDES-BENZ M-CLASS 4JGDA2EB1EA386851
52 2012 MERCEDES-BENZ M-CLASS 4JGDA2EB7CA021104
53 2013 BENTLEY FLYING SPUR SCBBR9ZA5DC081373
54 2013 PORSCHE 911 WP0AB2A96DS121049
55 2005 BENTLEY CONTINENTAL SCBCR63W95C027647
56 2007 BENTLEY FLYING SPUR SCBBR93W47C046199

PSSME17 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/03/2018
CCCL204 DISPLAY MOTOR VEHICLE SCHEDULE 13:05:13
ACCOUNT : 009233-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 3 OF 4
FILE CURRENCY : 02JUL 2018
00 REF: 740892699 01 PAGE: 003 OF 4 REG NUM: 20180625 1705 1590 3188
YEAR (===== MAKE =====) (===== MODEL =====) (===== V.I.N. =====)
41 2013 MERCEDES-BENZ C-CLASS WDDGJ7HB2DG084805
42 2015 ACURA MDX 5FRYD4H61FB501141
43 2014 AUDI SQ5 WA1LGDFP8EA089963
44 2012 TOYOTA 4RUNNER JTEBU5JR2C5080296
45 2014 AUDI S5 WAULGBFR7EA039791
46 2010 MERCEDES-BENZ CL-CLASS WDDEJ8GB7AA024029
47 2015 MERCEDES-BENZ CLA-CLASS WDDSJ4GB8FN175764
48 2013 LEXUS GS 350 JTHCE1BL2D5004294
49 2014 BMW X3 5UXWX9C50E0D19215
50 2008 MERCEDES-BENZ CLS-CLASS WDDDJ77X18A126163
51 2014 BMW 428I WBA3N5C51EF716460
52 2011 BMW X5 5UXZV4C53BL738429
53 2014 VOLKSWAGEN TIGUAN WVGJV3AX3EW583294
54 2014 MERCEDES-BENZ B-CLASS WDDMH4EB8EJ269009
55 2012 AUDI A4 2.0T WAUBFCFL5CA107339
56 2007 MERCEDES-BENZ E-CLASS WDBUF87X37X223568

PSSME17 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/03/2018
CCCL204 DISPLAY MOTOR VEHICLE SCHEDULE 13:05:18
ACCOUNT : 009233-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 4 OF 4
FILE CURRENCY : 02JUL 2018
00 REF: 740892699 01 PAGE: 004 OF 4 REG NUM: 20180625 1705 1590 3188
 YEAR (===== MAKE =====) (===== MODEL =====) (===== V.I.N. =====)
41 2013 HYUNDAI GENESIS KMHGC4DD6DU216097
42 2008 BMW 335I WBAVB73578KY63889
43 2004 MERCEDES-BENZ E-CLASS WDBUF83J24X118002
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END OF REPORT

Tab G

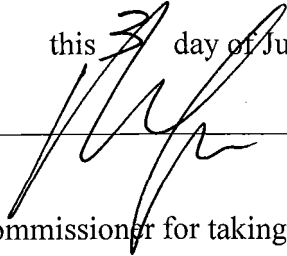
Attached is **Exhibit "G"**

referred to in the

Affidavit of KEVIN LEUNG

sworn before me

this 3 day of July, 2018

A handwritten signature in black ink, appearing to be 'M. H.', is written over a horizontal line.

Commissioner for taking Affidavits, etc

AIRD BERLIS

Ian Aversa
Direct: 416.865.3082
Email: lavrsa@airdberlis.com

April 10, 2018

DELIVERED BY REGISTERED MAIL AND EMAIL (hosseint@anghaauto.com)

2236715 Ontario Limited
4160 Steeles Avenue West
Woodbridge, ON L4L 3S8

Attention: Hossein Totonchian

Dear Mr. Totonchian:

Re: Royal Bank of Canada ("RBC") loans to 2236715 Ontario Limited (the "Debtor")

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the "**Credit Facilities**") made available by RBC to the Debtor pursuant to and under the terms of:

- a) a letter agreement dated May 28, 2013 and accepted June 10, 2013 (as same may have been amended, replaced, restated or supplemented from time to time, the "**Credit Agreement**"); and
- b) a VISA business card agreement dated June 17, 2013 (together with the Credit Agreement, the "**Credit Agreements**").

The following amounts are owing for principal and interest under the Credit Facilities pursuant to the Credit Agreements as of April 9, 2018:

- a) \$446,024.54 in respect of a revolving demand facility; and
- b) \$4,260.30 in respect of a VISA facility.

One or more of the Credit Facilities is payable on demand. One or more Event of Default (as defined in the Credit Agreement) has also occurred, including, without limitation, a material adverse change in the financial condition of the Debtor and/or a breach of one or more of the Debtor's reporting covenants to RBC. On behalf of RBC, we hereby make formal demand for payment of \$450,284.84 in principal and interest, plus accruing interest and any and all recovery costs and expenses (including, without limitation, RBC's legal and other professional fees) (collectively, the "**Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Credit Agreements and any other agreement, as applicable.

The Indebtedness is secured by, *inter alia*, a general security agreement between the Debtor and RBC dated June 10, 2013, which grants RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it considers necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, steps to appoint an interim receiver, receiver or receiver and/or manager of the Debtor, in which case RBC will also be seeking all costs incurred in so doing.

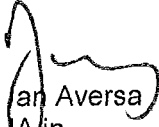
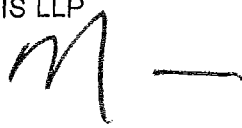
On behalf of RBC, we enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA Notice**").

RBC hereby reserves its rights to initiate proceedings within the ten day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP

per.  
Ian Aversa
A/jn
Encl.

cc: Client

NOTICE OF INTENTION TO ENFORCE SECURITY
(Bankruptcy and Insolvency Act, Subsection 244(1))

Delivered By Registered Mail and Email (hosseint@anghaaauto.com)

TO: **2236715 Ontario Limited**
 4160 Steeles Avenue West
 Woodbridge, ON L4L 3S8

insolvent company / person

TAKE NOTICE that:

1. Royal Bank of Canada ("**RBC**"), a secured creditor, intends to enforce its security on the property, assets and undertakings of 2236715 Ontario Limited (the "**Debtor**"), including, without limiting the generality of the foregoing, all of the equipment, accounts, proceeds, books and records, inventory and all other personal property of the Debtor.
2. The security that is to be enforced (the "**Security**") is in the form of, *inter alia*, a general security agreement between the Debtor and RBC dated June 10, 2013.
3. As at April 9, 2018, the total amount of the indebtedness secured by the Security is the sum of \$450,284.84 in principal and interest, plus accruing interest and any and all recovery costs and expenses of RBC (including, without limitation, RBC's legal and other professional fees).
4. RBC will not have the right to enforce the Security until after the expiry of the ten day period following the date on which this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 10th day of April, 2018.

ROYAL BANK OF CANADA
by its lawyers, **Aird & Berlis LLP**

Per: 

 Ian Aversa
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9
Tel: 416-863-1500
Fax: 416-863-1515

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

MAILROOM DELIVERY REQUISITION

COURIER ☐

PICKUP ☐

REGISTERED MAIL ☒

Super – Half Hour (downtown only) ☐
Direct – 1 Hour ☐
Rush – 2 Hours ☐
Regular – 4 Hours ☐
Overnight – 9:00 a.m. ☐ 12:00 Noon ☐ 5:00 p.m. ☐

SPECIAL INSTRUCTIONS


Lawyer information and Matter # must be completed:

Lawyer Name:	J. Nemers	Lawyer Number:	1642
Matter Number:	143763	If Office charge, provide reason:	

Deliveries to a Residence. If no one is at home, can this package(s) be left in a safe place (mailbox, in between doors) without a signature?

Yes ☐

No ☐

DESTINATION		PICK UP FROM	
<p>Contact:</p> <p> REGISTERED DOMESTIC CUSTOMER RECEIPT</p> <p>RECOMMANDÉ RÉGIME INTÉRIEUR REÇU DU CLIENT R</p> <p>To: Destinataire Name: <u>236715 ONTARIO LIMITED</u> Address: <u>9160 STEELES AVE W.</u> City / Prov. / Postal Code: <u>WOODBRIDGE ON L4L 3S8</u></p> <p>Declared Value: \$ Value: déclarée: \$</p> <p>33-086-584 (14-06)</p>		<p>Contact:</p> <p>Address:</p> <p>Phone Number:</p>	
<p>FOR DELIVERY CONFIRMATION www.canadapost.ca or/ou 1 888 550-6333</p> <p>CPC Tracking Number: RN 252 419 867 CA</p>		<p>CONFIRMATION DE LA LIVRAISON www.postescanada.ca or/ou 1 888 550-6333</p>	

Date: April 10, 2018

Accounting Use Only:

Way Bill #:

Amount: \$ 19.68

<p> REGISTERED DOMESTIC CUSTOMER RECEIPT</p> <p>RECOMMANDÉ RÉGIME INTÉRIEUR REÇU DU CLIENT R</p> <p>To: Destinataire Name: <u>HOSSEIN A. TORCHIAN</u> Address: <u>63 NORBURY DR</u> City / Prov. / Postal Code: <u>MARHAM ON L3S 3V2</u></p> <p>Declared Value: \$ Value: déclarée: \$</p> <p>33-086-584 (14-06)</p>		<p>FOR DELIVERY CONFIRMATION www.canadapost.ca or/ou 1 888 550-6333</p> <p>CPC Tracking Number: RN 252 419 875 CA</p>	
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Tab H

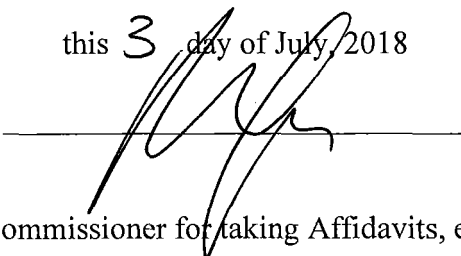
Attached is **Exhibit "H"**

referred to in the

Affidavit of KEVIN LEUNG

sworn before me

this 3 day of July, 2018



Commissioner for taking Affidavits, etc

AIRD BERLIS

Ian Aversa
Direct: 416.865.3082
Email: iaversa@airdberlis.com

April 10, 2018

DELIVERED BY REGISTERED MAIL AND EMAIL (hosseint@anghaauto.com and tanatotonchian@yahoo.ca)

Tana Totonchian
63 Norbury Drive
Markham, ON L3S 3V2

Hossein Totonchian
63 Norbury Drive
Markham, ON L3S 3V2

Dear Sirs/Mesdames:

Re: Royal Bank of Canada ("RBC") loans to 2236715 Ontario Limited (the "Debtor")

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the "**Credit Facilities**") made available by RBC to the Debtor pursuant to and under the terms of:

- a) a letter agreement dated May 28, 2013 and accepted June 10, 2013 (as same may have been amended, replaced, restated or supplemented from time to time, the "**Credit Agreement**"); and
- b) a VISA business card agreement dated June 17, 2013 (together with the Credit Agreement, the "**Credit Agreements**").

You jointly and severally guaranteed the obligations of the Debtor to RBC pursuant to a written guarantee and postponement of claim on RBC's form 812, dated June 10, 2013, which is limited to the sum of \$490,000, plus interest thereon from the date of demand for payment (the "**Guarantee**").

The following amounts are owing for principal and interest under the Credit Facilities pursuant to the Credit Agreements as of April 9, 2018:

- a) \$446,024.54 in respect of a revolving demand facility; and
- b) \$4,260.30 in respect of a VISA facility.

One or more of the Credit Facilities is payable on demand. One or more Event of Default (as defined in the Credit Agreement) has also occurred, including, without limitation, a material adverse change in the financial condition of the Debtor and/or a breach of one or more of the Debtor's reporting covenants to RBC. On behalf of RBC, we hereby make formal demand for payment of \$450,284.84 in principal and interest, plus accruing interest and any and all recovery costs and expenses (including, without limitation, RBC's legal and other professional fees)



(collectively, the "**Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Credit Agreements, the Guarantee and any other agreement, as applicable.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it considers necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, the commencement of civil proceedings against you in the Ontario Superior Court of Justice, in which case RBC will also be seeking all costs incurred in so doing.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP

per:  
Ian Aversa
IA/jn
cc: Client

32266367.1

MAILROOM DELIVERY REQUISITION

COURIER ☐

PICKUP ☐

REGISTERED MAIL ☒

Super – Half Hour (downtown only) ☐
Direct – 1 Hour ☐
Rush – 2 Hours ☐
Regular – 4 Hours ☐
Overnight – 9:00 a.m. ☐ 12:00 Noon ☐ 5:00 p.m. ☐


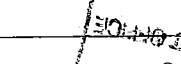
SPECIAL INSTRUCTIONS

Lawyer information and Matter # must be completed:

Lawyer Name:	J. Nemers	Lawyer Number:	1642
Matter Number:	143763	If Office charge, provide reason:	

Deliveries to a Residence. If no one is at home, can this package(s) be left in a safe place (mailbox, in between doors) without a signature?


Yes ☐ No ☐

DESTINATION		PICK UP FROM	
CONTACT:  REGISTERED DOMESTIC RECOMMANDÉ RÉGIME INTÉRIEUR R CUSTOMER RECEIPT REÇU DU CLIENT To: Destinataire Name: JN-PA 143763 Address: 4140 STEELES AVE W. City / Prov. / Postal Code: WOODBRIDGE ON L4L 3S8 Declared Value: \$ 33-086-584 (14-06)		CONTACT:  REGISTERED DOMESTIC RECOMMANDÉ RÉGIME INTÉRIEUR R CUSTOMER RECEIPT REÇU DU CLIENT Address: 01-04-802 Phone Number:	
FOR DELIVERY CONFIRMATION www.canadapost.ca or/ou 1 888 550-6333 RN 252 419 867 CA		CONFIRMATION DE LA LIVRAISON www.postescanada.ca or/ou 1 888 550-6333	

Date: April 10, 2018

Accounting Use Only:

Way Bill #:
Amount: \$ 19.68

CONTACT:  REGISTERED DOMESTIC RECOMMANDÉ RÉGIME INTÉRIEUR R CUSTOMER RECEIPT REÇU DU CLIENT To: Destinataire Name: JN-PA 143763 Address: 63 NORBURY DR City / Prov. / Postal Code: MARKHAM ON L3S 3V2 Declared Value: \$ 33-086-504 (14-06)		FOR DELIVERY CONFIRMATION www.canadapost.ca or/ou 1 888 550-6333 RN 252 419 875 CA	
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Tab I

Attached is **Exhibit "I"**

referred to in the

Affidavit of KEVIN LEUNG

sworn before me

this 3 day of July, 2018

Commissioner for taking Affidavits, etc

FORBEARANCE AGREEMENT

THIS AGREEMENT (this "**Agreement**") is made as of this 11th day of May, 2018.

AMONGST:

ROYAL BANK OF CANADA

(hereinafter referred to as the "**Lender**")

- and -

2236715 ONTARIO LIMITED

(hereinafter referred to as the "**Borrower**")

- and -

TANA TOTONCHIAN ("Tana") and HOSSEIN TOTONCHIAN ("Hossein")

(hereinafter referred to as the "**Personal Guarantors**",
and together with the Borrower, the "**Credit Parties**")

RECITALS:

WHEREAS the Borrower is indebted to the Lender with respect to certain credit facilities (the "**Credit Facilities**") made available by the Lender to the Borrower, including, without limitation, those Credit Facilities made pursuant to and under the terms of the agreements set out in **Schedule "A"** hereto (collectively, the "**Credit Agreements**");

AND WHEREAS the Borrower's obligations to the Lender have been guaranteed by the Personal Guarantors pursuant to, amongst other things, the terms of the guarantee agreement more particularly set out in **Schedule "B"** hereto (the "**Guarantee**");

AND WHEREAS, to secure the Borrower's obligations to the Lender, including, without limitation, those arising under the Credit Agreements, the Credit Parties have provided security in favour of the Lender including, without limitation, the security set out in **Schedule "C"** hereto (collectively, the "**Security**");

AND WHEREAS certain of the Credit Facilities are repayable on demand, certain events of default have occurred pursuant to the Credit Agreements and the Lender has demanded repayment of the Indebtedness (as defined herein);

AND WHEREAS the Credit Parties have requested and the Lender has agreed to forbear from taking certain actions under the Credit Agreements, the Guarantee and the Security in connection with the defaults of the Borrower existing to the date hereof and has agreed to continue

to extend the Credit Facilities to the Borrower solely on the terms and conditions and subject to the limitations as specified in this Agreement, so that the Borrower has the opportunity to remain in business with a view to repaying the Lender in full at the end of the Forbearance Period (as defined herein);

NOW THEREFORE in consideration of the respective covenants of the parties hereto as herein contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, all terms defined in the Credit Agreements and not otherwise defined herein shall have the respective meanings ascribed to them in the Credit Agreements. All monetary amounts referred to in this Agreement shall refer to Canadian currency.

1.2 Gender and Number

Words importing the singular include the plural and vice versa and words importing gender include all genders.

1.3 Severability

Each of the provisions contained in this Agreement is distinct and severable, and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.

1.4 Headings

The division of this Agreement into articles, sections and clauses, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.5 Entire Agreement

Except for the Financing Agreements (as defined herein) and the additional documents provided for herein, this Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, relating to the subject matter hereof. This Agreement may not be amended or modified except by written consent executed by all the parties. No provision of this Agreement will be deemed waived by any course of conduct unless such waiver is in writing and signed by all the parties, specifically stating that it is intended to modify this Agreement.

1.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any conflicts of law or principles of comity.

1.7 Attornment

Each party hereto irrevocably attorns to the exclusive jurisdiction of the Superior Court of Justice of the Province of Ontario in the City of Toronto for all matters arising out of or in connection with this Agreement.

1.8 Conflicts

If there is any inconsistency or conflict between the terms of this Agreement and the terms of the Credit Agreements, the Guarantee or the Security or any other agreement executed in connection therewith (collectively, the "Financing Agreements"), the provisions of this Agreement shall prevail to the extent of the inconsistency, but the foregoing shall not apply to limit or restrict in any way the rights and remedies of the Lender under the Financing Agreements or this Agreement other than as may be specifically contemplated herein.

ARTICLE 2 ACKNOWLEDGEMENT AND CONFIRMATION

2.1 Acknowledgement of Obligations

- (a) The Borrower hereby acknowledges, confirms and agrees that, as of the close of business on April 9, 2018, the Borrower was indebted to the Lender in respect of advances made pursuant to the Financing Agreements in the amount of \$450,284.84 in principal and interest, exclusive of amounts which are or become owing for the Lender's fees, costs, professional and legal fees, accruing interest at the rates set out in the Financing Agreements and any additional borrowings from the date of this Agreement (collectively, the "Indebtedness"), as set out below:
 - (i) revolving demand facility – \$446,024.54 (the "Operating Facility"); and
 - (ii) Visa facility – \$4,260.30.
- (b) Each of the Credit Parties hereby acknowledges, confirms and agrees that the Indebtedness, together with interest accrued and accruing thereon, and fees, costs, expenses and other charges now or hereafter properly payable by the Borrower to the Lender under the Financing Agreements, is unconditionally owing by the Borrower to the Lender, without any right of setoff, defence, counterclaim or reduction of any kind, nature or description whatsoever, and the Borrower is estopped from disputing such Indebtedness.
- (c) Each of the Credit Parties hereby acknowledges, confirms and agrees that the Credit Parties will continue to accept statements of the Indebtedness issued by the Lender

to be accurate statements of the amount and the particulars of the Indebtedness as of the date of the statement, absent manifest error.

2.2 Acknowledgement of Security Interests and Guarantee

- (a) Each of the Credit Parties hereby acknowledges, confirms and agrees that the Security, as applicable, has not been discharged, waived or varied, that it is binding upon the Credit Parties, as applicable, and that it is enforceable in accordance with its written terms until the obligations of the Borrower to the Lender have been indefeasibly paid and satisfied in full.
- (b) Each of the Personal Guarantors hereby acknowledges, confirms and agrees that the Guarantee is and shall continue to be in full force and effect and is valid, binding and enforceable upon the Personal Guarantors until the obligations of the Borrower to the Lender have been indefeasibly paid and satisfied in full, and that neither the execution of this Agreement nor any change to the Indebtedness occasioned hereby, or any other matter arising herefrom, shall in any way affect the continuing effectiveness and validity of the Guarantee.

2.3 Acknowledgement of Demands and Notice of Intention to Enforce Security

Each of the Credit Parties hereby acknowledges, confirms and agrees that each of the Credit Parties has, prior to the execution and delivery of this Agreement, received from the Lender a validly issued and delivered demand for the acceleration and payment of the Indebtedness (collectively, the "Demands"). Each of the Credit Parties further acknowledges, confirms and agrees that the Borrower has, prior to the date of this Agreement, received from the Lender a validly issued and delivered Notice of Intention to Enforce Security (the "Notice") pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (the "BIA") in respect of the Security and that the ten day notice period set forth in the Notice has expired or, in the alternative, that by execution of this Agreement, the Borrower has waived the ten day notice period required to enforce any security interest that may be required pursuant to section 244(1) of the BIA in respect of the Security and that, subject only to the terms of this Agreement, there is no further step required by the Lender in order to enforce the Security. Each of the Credit Parties further acknowledges that nothing in this Agreement shall constitute a waiver or revocation of the Demands or the Notice.

2.4 Acknowledgement of Rights

Each of the Credit Parties hereby acknowledges, confirms and agrees that the Lender is entitled to exercise its rights and remedies under the Financing Agreements, the *Personal Property Security Act* (Ontario) (the "PPSA") and other applicable law.

2.5 Acknowledgement of Certain Events of Default

Each of the Credit Parties hereby acknowledges, confirms and agrees that one or more defaults has occurred and is continuing pursuant to the provisions of the Financing Agreements (any and all such defaults as may be existing and known to the Lender as of the date hereof being referred to as the "Existing Defaults"), including, without limitation: (i) the failure to repay the

Operating Facility on demand; (ii) a material change in the financial condition of the Borrower; and (iii) a breach of one or more of the Borrower's reporting covenants to the Lender.

2.6 Additional Acknowledgements

Each of the Credit Parties hereby acknowledges, confirms and agrees that:

- (a) the facts set out in the recitals to this Agreement are true and accurate;
- (b) except as hereby amended, the Financing Agreements will remain in full force and effect, unamended, except as provided for herein;
- (c) except as provided for in this Agreement, the Lender (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action, that would constitute a waiver of its rights to enforce the Guarantee and the Security and pursue its remedies in respect of the obligations of the Credit Parties to the Lender, or that would stop it from doing so; and
- (d) to the date hereof, the Lender has acted in good faith and in a commercially reasonable manner, and each of the Credit Parties is estopped from disputing same.

ARTICLE 3 CONDITIONS PRECEDENT

3.1 Conditions Precedent to the Effectiveness of this Agreement

Other than as provided by section 3.2 herein, this Agreement shall not be effective unless and until:

- (a) the Lender shall have received a copy of this Agreement, fully executed by each of the Credit Parties;

DS DS
[Signature] [Signature]

- ~~(b) the Lender shall have received the Forbearance Fee (as defined herein);~~ KL

- (c) the Lender shall have received a margin report from the Borrower, in the form specified by the Credit Agreements, which, for greater certainty (and amongst other things), clearly sets out the Unencumbered Inventory (as defined in the Credit Agreements) as at the close of business on both December 31, 2017 and March 31, 2018;
- (d) the Lender shall have received an executed consent from the Borrower, in the form set out in Schedule "D" hereto (the "Monitor Consent"), to the immediate private appointment of a monitor to, *inter alia*, monitor the affairs of the Borrower and report same to the Lender, which Monitor Consent shall be held in escrow by the Lender's counsel, Aird & Berlis LLP, and used in the event of the termination of the Forbearance Period if the Lender is not indefeasibly repaid in full;

- (e) the Lender shall have received an executed consent from the Borrower, in the form set out in **Schedule "E"** hereto (the "**Secured Consent**"), to the immediate private or court-appointment of an interim receiver, receiver or receiver and manager, which shall be held in escrow by the Lender's counsel, Aird & Berlis LLP, and used in the event of the termination of the Forbearance Period if the Lender is not indefeasibly repaid in full; and
- (f) the Lender shall have received an executed consent from each of the Credit Parties, in the form set out in **Schedule "F"** hereto (the "**Collateral Consent**", and together with the Monitor Consent and the Secured Consent, the "**Consents**"), to immediate judgment in favour of the Lender, which shall be held in escrow by the Lender's counsel, Aird & Berlis LLP, and used in the event of termination of the Forbearance Period if the Lender is not repaid in full.

3.2 Conditions Precedent to the Effectiveness of the Consents

Notwithstanding section 3.1, each of the Consents shall be effective immediately upon their respective execution and delivery to the Lender.

ARTICLE 4 FORBEARANCE CONDITIONS

4.1 Forbearance

In reliance upon the acknowledgements, representations, warranties and covenants of the Credit Parties contained in this Agreement and subject to the terms and conditions of this Agreement, and any documents executed in connection herewith, the Lender agrees, subject to the terms hereof, to forbear from exercising its rights and remedies under the Credit Agreements, the Guarantee, the Security, the PPSA and other applicable law, until the earlier of (collectively, the "**Forbearance Period**"):

- (a) October 26, 2018; and
- (b) the occurrence of an Intervening Event (as defined herein and pursuant to section 7.1 of this Agreement).

4.2 Expiration or Termination of the Forbearance Period

Upon the expiration or termination of the Forbearance Period, the agreement of the Lender to forbear shall automatically and without further action terminate and be of no further force and effect, it being expressly agreed that the effect of such expiration or termination will be to permit the Lender to exercise its rights and remedies under the Financing Agreements, this Agreement, the Consents and any other agreement or documents executed in connection herewith immediately, including, without limitation: (i) the exercise of all remedies available pursuant to the Financing Agreements; (ii) the acceleration of all the obligations of the Borrower to the Lender without any further notice, passage of time or forbearance of any kind; (iii) the appointment of a private monitor under the Monitor Consent; (iv) the appointment of a private or court-appointed receiver under the Security and the Secured Consent; (v) the issuance and enforcement of judgment against one or

more of the Credit Parties pursuant to the Collateral Consent; and (vi) the making of an application to a court of competent jurisdiction, in accordance with section 1.7 of this Agreement, to enforce any private or other remedies available to the Lender, or to seek the appointment by such court of a trustee in bankruptcy of any of the Credit Parties.

4.3 Tolling

- (a) As of the date hereof and continuing until the expiration or termination of the Forbearance Period, as applicable, and thereafter until the termination of the tolling arrangements in the manner provided for at paragraph 4.3(b) herein (and notwithstanding the Demands and the Notice delivered by the Lender), the Lender and each of the Credit Parties hereby agree to toll and suspend the running of the applicable statutes of limitations, laches and other doctrines related to the passage of time in relation to the Indebtedness, the Guarantee, the Security and any entitlements arising from the Indebtedness, the Guarantee or the Security and any other related matters, and each of the parties confirms that that this Agreement is intended to be an agreement to suspend or extend the basic limitation period, provided by section 4 of the *Limitations Act, 2002*, S.O. 2002, c. 24, Sched. B (the "*Limitations Act*") as well as the ultimate limitation period provided by section 15 of the *Limitations Act* in accordance with the provisions of section 22(2) of the *Limitations Act* and as a business agreement in accordance with the provisions of section 22(5) of the *Limitations Act* and any contractual time limitations on the commencement of proceedings, any claims or defences based upon such application statute of limitations, contractual limitations or any time related doctrine including waiver, estoppel or laches.
- (b) The tolling provisions of this Agreement will terminate upon any of its parties providing the others with 60 days' written notice of an intention to terminate the tolling provisions hereof, and upon the expiry of such 60 days' notice, any time provided for under the statute of limitations, laches, or any other doctrine related to the passage of time in relation to the Indebtedness, the Guarantee, the Security or any claims arising thereunder, will recommence running as of such date, and for greater certainty the time during which the parties agree to the suspension of the limitation period pursuant to the tolling provisions of this Agreement shall not be included in the computation of any limitation period.

4.4 Forbearance Fee

[INTENTIONALLY OMITTED]

4.5 No Other Waivers; Reservation of Rights

Subject to section 4.1 of this Agreement, the Lender reserves the right, in its sole and absolute discretion, to exercise any or all of its rights or remedies under any one or more of the Financing Agreements, the PPSA or other applicable law, and the Lender has not waived any such rights or remedies, and nothing in this Agreement and no delay on the part of the Lender in

exercising any such rights or remedies, shall be construed as a waiver of any such rights or remedies.

ARTICLE 5 REPORTING AND AMENDMENTS TO CREDIT AGREEMENTS

5.1 Reporting Requirements

During the Forbearance Period, each of the Credit Parties agrees to continue to honour the reporting requirements as previously agreed with the Lender in the Financing Agreements or as amended herein (including, without limitation, by sections 5.2(b) and 6.4(k) herein), and shall continue to do so until such time as the obligations of the Borrower to the Lender have been repaid indefeasibly and in full.

5.2 Amendments to the Reporting Requirements

The Credit Agreements are hereby amended as follows:

- (a) Margin (as defined in the Credit Agreements), shall now be established at the end of each calendar month instead of at the end of each fiscal quarter; and
- (b) the Margin Reporting Date (as defined in the Credit Agreements) shall now be the last business day of each month, and such reporting shall be received by the Lender by no later than ten business days after the last business day of each month. For greater certainty, the Margin Reporting Date for May 31, 2018 shall be May 31, 2018, and such reporting in respect of May 31, 2018 shall be received by the Lender by no later than ten business days after May 31, 2018.

ARTICLE 6 OBLIGATIONS OF THE CREDIT PARTIES DURING THE FORBEARANCE PERIOD

6.1 Credit Agreements

During the Forbearance Period, each of the Credit Parties shall strictly adhere to all the terms, conditions and covenants of the Credit Agreements, this Agreement and the other Financing Agreements, including, without limitation, terms requiring prompt payment of principal, interest, fees and other amounts when due, except to the extent that such terms, conditions and covenants are otherwise specifically amended by this Agreement.

6.2 Full Co-Operation

During the Forbearance Period, each of the Credit Parties shall cooperate fully with the Lender, including, without limitation, by providing promptly all requested information, and by providing the Lender full access to the books, records, property, assets and personnel of the Credit Parties wherever they may be situated and in whatever medium they may be recorded, at the request of and at times convenient to any such party, acting reasonably, which right of access shall include the right to inspect and appraise such property and assets.

6.3 Payment and Other Obligations

Each of the Credit Parties hereby covenants and agrees with the Lender to reimburse the Lender for all reasonable expenses, including, without limitation, actual legal and other professional expenses that the Lender has incurred or will incur arising out of its dealings with any of the Credit Parties and in the protection, preservation and enforcement of the Security and/or the Guarantee, including, without limitation, the actual fees and expenses of the Lender's solicitors, Aird & Berlis LLP, and any monitor appointed pursuant to the Monitor Consent (collectively, the "Professional Expenses"), and that the Professional Expenses shall be for the account of the Borrower and shall be debited directly by the Lender against the accounts of the Borrower upon the Borrower's receipt of invoices evidencing the Professional Expenses or payment will otherwise be made by the Lender for later repayment by the Borrower by no later than the expiration or termination of the Forbearance Period. Nothing in this Agreement shall derogate from the Credit Parties' obligation to pay for all the Professional Expenses or shall constitute a cap on Professional Expenses.

6.4 Operational Obligations

For the duration of the Forbearance Period, each of the Credit Parties hereby covenants and agrees with the Lender as follows:

- (a) the Borrower shall maintain its corporate existence as a valid and subsisting entity and shall not merge, amalgamate or consolidate with any other corporation, except with the Lender's prior written consent;
- (b) except as specifically provided for herein, the Borrower shall comply in all respects with all terms and provisions of the Financing Agreements and this Agreement and nothing herein derogates therefrom. For greater certainty, except as provided for herein, the Borrower shall continue to remit all payments when due under the Financing Agreements and shall operate all facilities within the terms and the limits prescribed therein, except as amended by this Agreement;
- (c) the Borrower shall comply with any and all cash management obligations and obligations to maintain insurance in accordance with the Financing Agreements;
- (d) the Borrower shall be responsible for paying the fees and out of pocket expenses of the Lender and, if the Borrower fail to do so, the amount of such fees and expenses will be added to the Indebtedness;
- (e) the Borrower shall not, without the prior written consent of the Lender, make any distribution or payment to any person, corporation or other entity who does not deal with the Borrower at arm's length (as such term is defined in the *Income Tax Act* (Canada)), except for:
 - (i) payments of salary at levels not in excess of those now in effect;

- (ii) payments to any landlord which are commercially reasonable and in accordance with the current lease agreement for the premises leased from such landlord; and
 - (iii) payments to the Borrower's ordinary suppliers in respect of any supply arrangement with the Borrower arising in the ordinary course of the Borrower's business, which are commercially reasonable and are competitive with payments that would be required to be paid to a comparable supplier acting at arm's length;
- (f) the Credit Parties shall not, without the prior written consent of the Lender, make any loans or advance money or property to any other party (including, without limitation, any subsidiary or affiliate of the Borrower) or invest in (by capital contribution, dividend or otherwise) or purchase or repurchase the shares or indebtedness or all or a substantial part of the assets or property of any other party (including, without limitation, any subsidiary or affiliate of the Borrower), or guarantee, assume, endorse, or otherwise become responsible (directly or indirectly) for the indebtedness, performance, obligations or dividends of any other party (including, without limitation, any subsidiary or affiliate of the Borrower) or agree to do any of the foregoing, other than as required by the Financing Agreements;
- (g) the Borrower shall not encumber, mortgage, hypothec, pledge or otherwise cause any form of lien or charge on any of their property or assets, including intangible and contingent assets, without the prior written consent of the Lender;
- (h) the Borrower shall not, without the prior written consent of the Lender, repay any principal or interest which may be owing or become owing in connection with any shareholder or related party loan or any loan made by any party subordinate to the Lender;
- (i) the Borrower shall not, without the prior written consent of the Lender, make any distribution (whether by dividend or otherwise) or effect any return of capital on any investment made by any shareholder, or any party related to any shareholder, or any of the Credit Parties;
- (j) the Borrower shall not, in any case, make any payment to any party if the financial position of the Borrower after making such payment would put the Borrower in a position of breach or default of its obligations under this Agreement or constitute an Intervening Event;
- (k) the Borrower shall keep current at all times all obligations that constitute priority obligations, meaning those obligations payable in priority to the obligations owed to the Lender ("Priority Payables"), including wages and remittances required to be made by the Borrower for taxes and other liabilities owed to federal, provincial and municipal governments, including, without limitation, property taxes and money owed in respect of employee source deductions pursuant to the *Canada*

Pension Plan Act (Canada), *Employment Insurance Act* (Canada) and *Income Tax Act* (Canada), and in respect of HST, and the Borrower shall provide on a regular basis evidence of such payments satisfactory to the Lender. Without in any way limiting the generality of the foregoing, the Borrower shall provide to the Lender, contemporaneously with the reporting required by section 5.2(b) of this Agreement, copies of any and all applicable governmental returns, filings and reporting in respect of Priority Payables;

- (l) each of the Credit Parties shall take all steps required to cure any deficiencies in the security granted to the Lender in the Credit Agreements;
- (m) each of the Credit Parties shall give to the Lender prompt notice of any litigation, arbitration or administrative proceeding before or of any court, arbitration, tribunal or governmental authority affecting any of the assets, property or undertakings of any of the Credit Parties; and
- (n) unless otherwise agreed to herein, the Credit Parties shall not do any act or thing which may have the effect of defeating or delaying the enforcement of the Lender's rights and remedies under the Security.

The Borrower represents and warrants to the Lender that all the Borrower's obligations with respect to employee wages and vacation pay are current as of the date of this Agreement and shall remain current throughout the Forbearance Period.

ARTICLE 7 INTERVENING EVENTS



7.1 Intervening Events

Upon the happening of any one of the following events (each an "Intervening Event"), this Agreement shall forthwith terminate:

- (a) any material representation, warranty or statement made by any of the Credit Parties in this Agreement or any other agreement with the Lender was untrue or incorrect when made or becomes untrue or incorrect, other than those material representations, warranties or statements made by the Credit Parties which are untrue or incorrect and of which the Lender is aware of at the time of execution of this Agreement;
- (b) any of the Credit Parties fails to perform or comply with any of its covenants or obligations contained in this Agreement, any of the Financing Agreements or in any other agreement or undertaking with the Lender;
- (c) the Borrower fails to maintain and keep current payments of Priority Payables, which may result in any claim ranking in priority or *pari passu* to the claim of the Lender;

- (d) the Borrower defaults in timely payment of rentals or other charges due as rent in respect of any leased premises or equipment, subject to written accommodation between by the landlord;
- (e) any of the Credit Parties defaults in the performance of any obligation under any of the Financing Agreements or the Guarantee after the date hereof;
- (f) the occurrence of any other event which, in the opinion of the Lender, acting reasonably, may materially and adversely impact the priority or enforceability of the Security, or the realizable value of the collateral subject to such Security;
- (g) the Security ceases to constitute a first-ranking, valid and perfected security interest against all assets of the Borrower;
- (h) the loss, damage, destruction or confiscation of any of the Credit Parties' property or assets or any part thereof, unless upon such event, the Credit Parties pay to the Lender forthwith such amount as the Lender, in its sole and absolute discretion, determines is satisfactory;
- (i) any person takes possession of any property of any of the Credit Parties by way of or in contemplation of enforcement of security, or a distress or execution or similar process levied or enforced against any property of any of the Credit Parties;
- (j) any change of ownership, control or management of the Borrower, without the Lender's prior written consent;
- (k) in the Lender's sole opinion, a material adverse change occurs in the business, affairs, financial condition, operation or ownership of any of the Credit Parties arising for any reason whatsoever;
- (l) the Borrower fails to maintain current insurance or other material contracts;
- (m) without the Lender's prior written consent, the Borrower ceases to carry on business in the normal course in the same manner as such business has previously been carried on or as specifically amended by this Agreement or commits or threatens to commit an act of bankruptcy;
- (n) without the prior written consent of the Lender, any of the Credit Parties takes any action or commences any proceeding or any action or proceeding is taken or commenced by another person or persons against any of the Credit Parties relating to the reorganization, readjustment, compromise or settlement of the debts owed by any of the Credit Parties to its creditors where such reorganization, readjustment, compromise or settlement shall affect a substantial portion of any of the Credit Parties' assets or property, including, without limitation, the filing of a Notice of Intention to Make a Proposal under the BIA, the making of an order under the *Companies' Creditors Arrangement Act* (Canada) or the commencement of any similar action or proceeding by any party other than the Lender;

- (o) the filing of an application for a bankruptcy order against any of the Credit Parties pursuant to the provisions of the BIA by any party other than the Lender;
- (p) the Borrower fails to meet its payroll obligations or does not have sufficient funds available to fund its payroll obligations, or fails to produce evidence, satisfactory to the Lender, acting reasonably, of the availability of such funds to the Lender;

  ~~(q) the Credit Parties fail to pay the Forbearance Fee in accordance with section 4.4 of this Agreement;~~ 22

- (r) the Credit Parties fail to meet any of their reporting requirements in accordance with sections 5.1 and 5.2 of this Agreement; or
- (s) the expiration or termination of the Forbearance Period, unless extended by the written agreement of the parties.

ARTICLE 8 GENERAL PROVISIONS

8.1 Effect of this Agreement

Except as modified pursuant hereto, no other changes or modifications to the terms of the Financing Agreements are intended or implied and in all other respects, the terms of the Financing Agreements are confirmed.

8.2 Further Assurances

The parties hereto shall execute and deliver such supplemental documents and take such supplemental action as may be necessary or desirable to give effect to the provisions and purposes of this Agreement, all at the sole expense of the Credit Parties.

8.3 Binding Effect

This Agreement shall be binding upon and enure to the benefit of each of the parties hereto and its respective successors and permitted assigns.

8.4 Survival of Representations and Warranties

All representations and warranties made in this Agreement or any other document furnished in connection herewith shall survive the execution and delivery of this Agreement and such other document delivered in connection herewith, and no investigation by the Lender or any closing shall affect the representations and warranties or the rights of the Lender to rely upon such representations and warranties.

8.5 Confidentiality

The Lender and its professional advisors shall be at liberty, in their sole discretion, to disclose any information obtained from the Credit Parties to any party or parties in order to recover amounts owed to the Lender by the Credit Parties;

8.6 Release

In consideration of the agreements of the Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Credit Parties, on their behalf and on behalf of their successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably release, remise and forever discharge the Lender and each of its successors and assigns, participants, affiliates, subsidiaries, branches, divisions, predecessors, directors, officers, attorneys, employees, lenders and other representatives and advisors (the Lender and all such other persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defences, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or unknown, suspected or unsuspected, both arising at law and in equity, which any of the Credit Parties or any of their successors, assigns or other legal representatives may now own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Agreement, including, without limitation, for or on account of, or in relation to, or in any way in connection with, any of the Financing Agreements or transactions thereunder or related thereto.

8.7 No Novation

This Agreement will not discharge or constitute novation of any debt, obligation, covenant or agreement contained in the Credit Agreements or any of the Financing Agreements but the same shall remain in full force and effect save to the extent amended by this Agreement.

8.8 Notice

Without prejudice to any other method of giving notice, any notice required or permitted to be given to a party pursuant to this Agreement will be conclusively deemed to have been received by such party on the day of the sending of the notice by prepaid private courier to such party at its, his or her address noted below or by email at its, his or her email address noted below. Any party may change its, his or her address for service or address by notice given in the foregoing manner.

Notice to the Personal Guarantors shall be sent to:

Hosseini and Tana Totonchian
63 Norbury Drive
Markham, ON L3S 3V2

Email: hosseint@luxuryandsportscars.com

with a copy to:

Soble, Rickards & Associates
1660 North Service Road East, Suite 117
Oakville, ON L6H 7G3

Attention: Matthew Soble
Email: msoble@soblerickards.ca

Notice to the Borrower shall be sent to:

Luxury and Sports Cars
4160 Steeles Avenue West
Woodbridge, ON L4L-3S8

Attention: Hossein Totonchian
Email: hosseint@luxuryandsportscars.com

Notice to the Lender shall be sent to:

Royal Bank of Canada
20 King Street West, 9th Floor
Toronto, ON M5H 1C4

Attention: Kevin Leung
Email: kevin.leung@rbc.com

with a copy to:

Aird & Berlis LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Attention: Ian Aversa and Jeremy Nemers
Email: iaversa@airdberlis.com and jnemers@airdberlis.com

8.9 Binding and Enforceable Agreement

In order for this Agreement to be binding and enforceable, it shall be signed by each of the Credit Parties by no later than 11:59 p.m. (Toronto time) on May 11, 2018.

DS DS
[Signature] [Signature]
9:00 a.m. KL

~~DS~~
24

DS DS
[Signature] [Signature]
KL

8.10 Execution in Counterparts

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

8.11 No Set Off, etc.

Each of the Credit Parties reaffirms that the Financing Agreements remain in full force and effect as amended hereby and acknowledges and agrees that there is no defence, set off or counterclaim of any kind, nature or description to its obligations arising under the Financing Agreements as a result of the execution of this Agreement or otherwise.

8.12 Independent Legal Advice, etc.

Each of the Credit Parties acknowledges and declares that: (a) it has had an adequate opportunity to read and consider this Agreement and to obtain such advice in regard to it as it considers advisable, including, without limitation, independent legal advice; (b) it fully understands the nature and effect of this Agreement; and (c) this Agreement has been duly executed voluntarily.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above mentioned.

2236715 ONTARIO LIMITED

By: DocuSigned by:
Hossein Totonchian
855DEA4715B14B9
Name: Hossein Totonchian
Title: President

I have authority to bind the corporation.

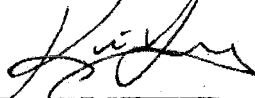
DocuSigned by:
Tana Totonchian
66C43E979AAA407
Witness

DocuSigned by:
Tana Totonchian
45B8E9E2C031453
TANA TOTONCHIAN

DocuSigned by:
Tana Totonchian
66C43E979AAA407
Witness

DocuSigned by:
Hossein Totonchian
B55DEA4715B14B9
HOSSEIN TOTONCHIAN

ROYAL BANK OF CANADA

By: 
Name: Kevin Leung
Title: Manager

SCHEDULE "A"
THE "CREDIT AGREEMENTS"

1. Letter Agreement dated May 28, 2013 and accepted by the Borrower on June 10, 2013 (as same may have been amended from time to time).
2. RBC Royal Bank Visa Business Card Agreement dated June 17, 2013.

SCHEDULE "B"
THE "GUARANTEE"

- 1, Guarantee and Postponement of Claim made by the Personal Guarantors in favour of the Lender, which is limited to the principal sum of \$490,000.00 together with interest thereon from the date of demand for payment, dated June 10, 2013.

SCHEDULE "C"
THE "SECURITY"

1. General Security Agreement, made by the Borrower in favour of the Lender, dated June 10, 2013.
2. Priority Agreement in favour of the Lender, granted by Hossein, dated May 27, 2013.
3. Postponement and Assignment of Claim in favour of the Lender, granted by Hossein and acknowledged by the Borrower, dated June 10, 2013.

SCHEDULE "D"

[Consent follows on subsequent page.]

CONSENT TO MONITOR

TO: Royal Bank of Canada ("the Lender")

AND TO: its solicitors, Aird & Berlis LLP

2236715 Ontario Limited (the "Debtor") hereby consents to: (i) the immediate appointment by the Lender of a private monitor to, *inter alia*, monitor the affairs of the Debtor and report same to the Lender.

DATED this 11th day of May, 2018.

2236715 ONTARIO LIMITED

By: DocuSigned by:
Hossein Totonchian
B669CAA716814B0
Name: Hossein Totonchian
Title: President

I have authority to bind the corporation.

DocuSign Envelope ID: 93C171D0-125D-48E4-B9BC-8FDC5CB4F9B9

DocuSign Envelope ID: CE938460-3D95-4E7F-B782-6B6FAA2B8BFB

SCHEDULE "E"

[Consent follows on subsequent page.]

CONSENT TO RECEIVER

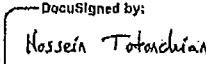
TO: Royal Bank of Canada ("the Lender")

AND TO: its solicitors, Aird & Berlis LLP

2236715 Ontario Limited (the "Debtor") hereby consents to: (i) the immediate appointment by the Lender of a private receiver or receiver and manager in respect of the Debtor's assets, property and undertaking and any and all of the Debtor's books and records (collectively, the "Assets"); and/or (ii) the immediate appointment by Court Order of an interim receiver, receiver or receiver and manager of the Assets pursuant to subsections 47(1) and 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*.

DATED this 11th day of May, 2018.

2236715 ONTARIO LIMITED

By: 
Name: Hossein Totonchian
Title: President

I have authority to bind the corporation.

DocuSign Envelope ID: 93C171D0-125D-48E4-B9BC-8FDC5CB4F9B9

DocuSign Envelope ID: CE938460-3D95-4E7F-B782-6B6FAA2B8BFB

SCHEDULE "F"

[Consent follows on subsequent page.]

Court File No. _____

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA,

Applicant

- and -

2236715 ONTARIO LIMITED,
TANA TOTONCHIAN and HOSSEIN TOTONCHIAN

Respondents

CONSENT

The undersigned consent to Judgment, in substantially the same form as that attached hereto as Exhibit A, being entered against them. The undersigned also certify that the judgment being sought herein does not affect the rights of any person under disability.

DATED this 11th day of May, 2018.

2236715 ONTARIO LIMITED

DocuSigned by:
By Hossein Totonchian
Name: Hossein Totonchian
Title: President

I have authority to bind the corporation.

DocuSigned by:
[Signature]
68C43E979AAA407
Witness

DocuSigned by:
Tana Tota
45B05F2CD31453
TANA TOTONCHIAN

DocuSigned by:
[Signature]
68C43E979AAA407
Witness

DocuSigned by:
Hossein Totonchian
B550EA471501409
HOSSEIN TOTONCHIAN

EXHIBIT A

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

**2236715 ONTARIO LIMITED,
TANA TOTONCHIAN and HOSSEIN TOTONCHIAN**

Respondents

JUDGMENT

THIS MOTION, made by Royal Bank of Canada ("RBC") for judgment against 2236715 Ontario Limited (the "Debtor"), Tana Totonchian ("Tana") and Hossein Totonchian ("Hossein", and together with Tana and the Debtor, the "Credit Parties"), was heard this day at Toronto, Ontario.

ON READING THE CONSENT signed by each of the Credit Parties, and upon hearing the submissions of counsel for RBC and such other counsel as were present,

1. **THIS COURT ORDERS AND ADJUDGES** that the Debtor pay to RBC the sum of \$450,284.84 together with interest thereon at RBC's prime rate of interest as determined by RBC from time to time (the "RBC Prime Rate") plus 2.50% *per annum* from the 10th day of April, 2018 until the date of payment in full.

2. **THIS COURT ORDERS AND ADJUDGES** that each of Tana and Hossein jointly and severally pay to RBC the sum of \$450,284.84 together with interest thereon at the RBC Prime Rate plus 5.00% *per annum* from the 10th day of April, 2018 until the date of payment in full.

3. **THIS COURT ORDERS AND ADJUDGES** that the costs of this motion are fixed on the substantial indemnity scale in the amount of \$_____ and are payable jointly and severally by each of the Credit Parties, forthwith, to RBC.

This Judgment bears interest on the sum of \$_____ for costs, commencing on this Judgment's date, at the following rates:

- a) in respect of the Debtor, the RBC Prime Rate plus 2.50% *per annum*; and
 - b) in respect of Tana and Hossein, the RBC Prime Rate plus 5.00% *per annum*.
-

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ROYAL BANK OF CANADA

- and -

2236715 ONTARIO LIMITED, ET AL.

Applicant

Respondents

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at Toronto

JUDGMENT

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

Ian Aversa (LSUC No. 55449N)
Tel: 416.865.3082
Fax: 416.863.1515
E-mail: iaversa@airdberlis.com

Jeremy Nemers (LSUC No. 66410Q)
Tel: 416.865.7724
Fax: 416.863.1515
E-mail: jnemers@airdberlis.com

Lawyers for Royal Bank of Canada

DocuSign Envelope ID: CE938460-3D95-4E7F-B782-6B6FAA2B8BFB

ROYAL BANK OF CANADA

- and -

2236715 ONTARIO LIMITED, ET AL.

Applicant

Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at Toronto

CONSENT

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

Ian Aversa (LSUC No. 55449N)

Tel: 416.865.3082

Fax: 416.863.1515

E-mail: iaversa@airdberlis.com

Jeremy Nemers (LSUC No. 66410Q)

Tel: 416.865.7724

Fax: 416.863.1515

E-mail: jnemers@airdberlis.com

Lawyers for Royal Bank of Canada

DocuSign Envelope ID: 93C171D0-125D-48E4-B9BC-8FDC5CB4F9B9

DocuSign Envelope ID: CE938460-3D95-4E7F-B782-6B6FAA2B8BFB

32346529.4

Tab J

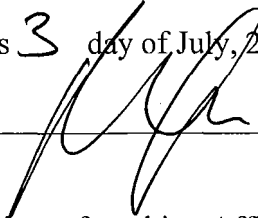
Attached is **Exhibit "J"**

referred to in the

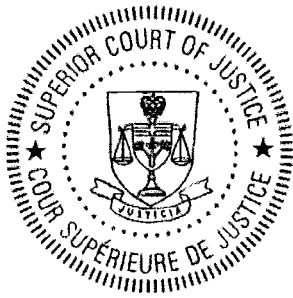
Affidavit of KEVIN LEUNG

sworn before me

this 3 day of July, 2018

A handwritten signature in black ink, appearing to be 'M. A.', is written over a horizontal line.

Commissioner for taking Affidavits, etc



Court File No./N° du dossier du greffe: CV-18-00599946-0000

Court File No.

Electronically issued
Délivré par voie électronique : 18-Jun-2018
Toronto

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

and

**2236715 ONTARIO LIMITED, TANA TOTONCHIAN and
HOSSEIN TOTONCHIAN**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario Lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$1,000.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$500.00 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: June 18, 2018

Issued by _____
Local registrar

Address of
court office: 393 University Avenue
10th Floor
Toronto, Ontario
M5G 1E6

TO: 2236715 ONTARIO LIMITED
4160 Steeles Avenue West
Woodbridge, ON L4L 3S8

AND TO: TANA TOTONCHIAN
63 Norbury Drive
Markham, ON L3S 3V2

AND TO: HOSSEIN TOTONCHIAN
63 Norbury Drive
Markham, ON L3S 3V2

CLAIM

1. The plaintiff, Royal Bank of Canada ("**RBC**"), claims:
 - (a) as against all of the defendants (collectively, the "**Credit Parties**"), payment of the sum of \$450,284.84, jointly and severally, in accordance with their respective obligations under the Credit Agreements (as that term is defined at paragraph 6, herein) and the Guarantee (as that term is defined at paragraph 11);
 - (b) as against the defendant, 2236715 Ontario Limited (the "**Borrower**"):
 - (i) pre-judgment interest from April 10, 2018, and post-judgment interest, both at a rate equal to Royal Bank Prime (as that term is defined in the Credit Agreement, which is defined at paragraph 6, herein) plus 2.50% per annum; and
 - (ii) in the alternative to sub-paragraph 1(b)(i), pre-judgment interest from April 10, 2018, or such other date as is just, and post-judgment interest, in accordance with sections 128 and 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**");
 - (c) as against the defendants, Tana Totonchian ("**Ms. Totonchian**") and Hossein Totonchian ("**Mr. Totonchian**") and, together with Ms. Totonchian, the "**Guarantors**"):
 - (i) pre-judgment interest from April 10, 2018, and post-judgment interest, both at a rate equal to the Prime Interest Rate (as that term is defined in the Guarantee, which is defined at paragraph 11 herein) plus 5.00% per annum (the "**Guarantee Rate**") and

- (ii) in the alternative to sub-paragraph 1(c)(i), pre-judgment interest from April 10, 2018, or such other date as is just, and post-judgment interest, in accordance with sections 128 and 129 of the CJA;
- (d) its costs of this action on a full indemnity basis; and
- (e) such further relief as is just.

THE PARTIES

- 2. RBC is a chartered bank that carries on business in the Province of Ontario and throughout Canada.
- 3. The Borrower is a corporation incorporated pursuant to the laws of Ontario on May 10, 2010, with a registered office located in Toronto, Ontario.
- 4. Mr. Totonchian is an individual who resides in Markham, Ontario. At all relevant times, Mr. Totonchian was the Borrower's sole officer and director.
- 5. Ms. Totonchian is an individual who resides Markham, Ontario. She is Mr. Totonchian's spouse.

THE LOANS AND THE GUARANTEE

The Loans

- 6. The Borrower and RBC entered into a loan agreement dated May 28, 2013 and accepted June 10, 2013 (as amended, replaced, restated or supplemented from time to time, the "**Credit Agreement**") and a VISA business card agreement dated June 17, 2013 (together with the Credit Agreement, the "**Credit Agreements**"), pursuant to which

RBC provided certain credit facilities to the Borrower (the "**Credit Facilities**") conditional upon, among other things:

- (a) the Guarantors guaranteeing the Borrower's obligations to RBC; and
- (b) the Borrower executing a general security agreement on RBC's standard form, constituting a first-ranking security interest in all of the Borrower's personal property (the "**GSA**").

7. The Borrower executed the GSA on or about June 10, 2013.
8. Pursuant to the Credit Agreements, the Borrower is responsible for, among other things, all RBC's recovery fees in connection with amounts owed in connection with the Credit Facilities.
9. As of April 10, 2018, the Borrower was indebted to RBC under the Credit Agreements for \$450,284.84, together with interest, fees and any and all costs and expenses incurred by RBC (including, without limitation, RBC's legal and other professional fees) with respect to the Credit Facilities.
10. RBC pleads and relies upon all the terms of the Credit Agreements.

The Guarantee

11. The Guarantors, jointly and severally, guaranteed the Borrower's obligations to RBC pursuant to a written guarantee and postponement of claim dated June 10, 2013, which is limited to the principal sum of \$490,000.00 plus interest thereon from the date of demand for payment at an interest rate equal to the Guarantee Rate (collectively, the "**Guarantee**").
12. The Guarantee provides, *inter alia*, that:

- (a) liability to make payment under the Guarantee arises on RBC making demand for payment;
 - (b) a demand for payment is effectually made on the Guarantors by sending an envelope containing a demand addressed to the Guarantors' place of address last known to RBC;
 - (c) the Guarantee is a continuing guarantee and covers all liabilities and shall apply to secure any ultimate balance due, or remaining unpaid to RBC;
 - (d) RBC is not bound to exhaust recourse against the Borrower or other persons or security, before being entitled to payment from the Guarantors, jointly and severally; and
 - (e) once demand has been made, the Guarantors are bound to pay RBC's legal costs resulting from any action instituted on the basis of the Guarantee on a solicitor and own client basis (i.e. full indemnity).
13. RBC pleads and relies upon all the terms of the Guarantee.

DEFAULT AND DEMAND FOR REPAYMENT

14. Pursuant to the Credit Agreements, the Borrower covenanted to provide regular reporting to RBC.
15. As of April 10, 2018, the Borrower had breached one or more of its reporting covenants to RBC, which constitutes an event of default under the Credit Agreements. As a result of this default, RBC was entitled to accelerate payment of all amounts owing to RBC pursuant to the Credit Agreements and the Guarantee.

16. As of April 10, 2018 the following amounts were owing for principal and interest in respect of the Credit Facilities, pursuant to the Credit Agreements:
- (a) \$446,024.54 in respect of a revolving demand facility; and
 - (b) \$4,260.30 in respect of the VISA facility.
17. By correspondence dated April 10, 2018, RBC made separate written demand for payment on each of the Credit Parties in accordance with their respective obligations under the Credit Agreements and the Guarantee.

FORBEARANCE AND FURTHER DEFAULT

18. On or about May 11, 2018, the Credit Parties and RBC executed a forbearance agreement (the "**Forbearance Agreement**"), pursuant to which, among other things:
- (a) the Credit Parties acknowledged that certain defaults under the Credit Agreements had occurred and were continuing;
 - (b) RBC agreed to forbear from exercising its rights and remedies under the Credit Agreements, the Guarantee, the GSA, the *Personal Property Security Act* R.S.O. 1990, c. P.10, as amended, and other applicable law, until the earlier of October 26, 2018, or the occurrence of an Intervening Event (as defined in the Forbearance Agreement) (the "**Forbearance Period**");
 - (c) each of the Credit Parties executed a consent to immediate judgment in favour of RBC in respect of all amounts owing under the Credit Agreements and the Guarantee (the "**Consent to Judgment**"), to be held in escrow by RBC's counsel and used in the event of termination of the Forbearance Period if RBC is not repaid in full. By the terms of the Forbearance Agreement, the Consent to Judgment is effective immediately upon its execution and delivery to RBC, notwithstanding any failure by the Borrower to fulfill any conditions precedent specified in the Forbearance Agreement;

- (d) each of the Credit Parties agreed to continue to honour the reporting requirements set out in the Credit Agreements, as amended by the Forbearance Agreement, and to strictly adhere to such requirements during the Forbearance Period;
 - (e) each of the Credit Parties agreed to cooperate fully with RBC, including, without limitation, by providing promptly all required information, and providing RBC with full access to the books, records, property, assets and personnel of the Credit Parties; and
 - (f) each of the Credit Parties covenanted and agreed with RBC not to do any act or thing which may have the effect of defeating or delaying the enforcement of RBC's rights and remedies under the GSA, among other agreements.
19. Among other things, the Forbearance Agreement included a condition precedent requiring the Borrower to provide RBC with a margin report as at the close of business on both December 31, 2017, and March 31, 2018. The Borrower failed to deliver the required margin report, and accordingly, RBC's obligation to forbear from enforcing its rights and remedies was never engaged.
20. In light of the Borrower's failure to deliver the required margin report, on or about June 4, 2018, with the consent of the Borrower, RBC engaged msi Spergel inc. (the "**Consultant**") to, among other things, review and report to RBC with regard to the Borrower's financial and operational performance, and to evaluate RBC's security position.
21. On or about June 15, 2018, the Consultant attended at the Borrower's premises to carry out its mandate. At that attendance, the Consultant discovered that all of the Borrower's personal property had been removed from the premises, effectively defeating the enforcement of RBC's rights and remedies under the GSA.

22. By email dated June 15, 2018, counsel for RBC advised the Credit Parties that RBC intended to pursue the rights and remedies available to it as against each of the Credit Parties.
23. RBC pleads that the Credit Parties are liable to RBC in the amounts set out in paragraph 1 above, together with interest from April 10, 2018, as claimed, and all other relief identified in paragraph 1 above.
24. As a result of the foregoing, RBC is entitled to rely upon the Consent to Judgment. Accordingly, RBC pleads that each of the Credit Parties has consented to the relief sought herein.
25. RBC proposes that this action be tried at Toronto, Ontario.

Date: June 18, 2018

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

Ian Aversa – LSO # 55449N
Tel: 416-865-3082
Email: iaversa@airdberlis.com

Miranda Spence – LSO # 60621M
Tel: 416-865-3414
Email: mspence@airdberlis.com

Fax 416-863-1515

Lawyers for the plaintiff, Royal Bank of Canada

ROYAL BANK OF CANADA

and

2236715 ONTARIO LIMITED et al.

Plaintiff

Defendants

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceedings commenced at TORONTO

STATEMENT OF CLAIM

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

Ian Aversa – LSO # 55449N

Tel: 416-865-3082

Email: iaversa@airdberlis.com

Miranda Spence – LSO # 60621M

Tel: 416-865-3414

Email: mspence@airdberlis.com

Fax 416-863-1515

Lawyers for the plaintiff, Royal Bank of Canada

Tab K

Attached is **Exhibit "K"**

referred to in the

Affidavit of KEVIN LEUNG

sworn before me

this 3 day of July, 2018

Commissioner for taking Affidavits, etc

393 University Avenue, Suite 112
Toronto, Ontario
M5G 1E6
Phone: 416-977-7312
Fax: 416-977-7322

PROFILE LEGAL SERVICES INC.

Fax

To: IAN AVERSA/MIRANDA SPENCE **Fax:** 416-863-1515
Firm: AIRD & BERLIS LLP **Phone:** 416-865-3082/416-865-3414
Date: JUNE 20, 2018 **Pages:** 4 (with memo)
Re: NOTICE OF INTENT TO DEFEND

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply

Comments:

Please see attached the Intent to Defend being served upon you pursuant to the Rules of Civil Procedure. RE COURT # CV-18-00599946-0000

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Christina Martin
Profile Legal Services Inc.

IMPORTANT WARNING: This message is intended for the use of the person or entity to which it was addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is **STRICTLY PROHIBITED**. If you received this message in error, please notify the sender immediately and arrange for the return or destruction of these documents.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

**2236715 ONTARIO LIMITED, TANA TOTONCHIAN and
HOSSEIN TOTONCHIAN**

Defendants

NOTICE OF INTENT TO DEFEND

The Defendants, 2236715 Ontario Limited, Tana Totonchian and Hossein Totonchian intend to defend this action.

June 20, 2018

SOBLE, RICKARDS & ASSOCIATES
Lawyers, Notaries & Trademark Agents
1660 North Service Rd. E., Suite 117
Oakville, ON L6H 7G3

Matthew T. Soble (LSO# 55385P)
Tel: 905-844-7585, x201
Fax: 905-248-3522
Email: msoble@soblerickards.ca

*Lawyers for the Defendants,
2236715 Ontario Limited, Tana Totonchian
and Hossein Totonchian*

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

Ian Aversa (LSO# 55449N)
Tel: 416-865-3082
Fax: 416-863-1515
Email: iaversa@airdberlis.com

Miranda Spence (LSO# 60621M)
Tel: 416-865-3414
Fax: 416-863-1515
Email: mspence@airdberlis.com

*Lawyers for the Plaintiff,
Royal Bank of Canada*

Royal Bank of Canada.
Plaintiff

and Tana Totonchian et al.
Defendants

Court File No. CV-18-00599946-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto, ON

**NOTICE
OF
INTENT TO DEFEND**

Soble, Rickards & Associates
Lawyers, Notaries & Trademark Agents
1660 North Service Rd. E., Suite 117
Oakville, ON L6H 7G3

Matthew T. Soble (LSO# 55385P)

Tel: 905-844-7585, x201
Fax: 905-248-3522

*Lawyers for the Defendants,
2236715 Ontario Limited, Tana Totonchian
and Hossein Totonchian.*

Tab L

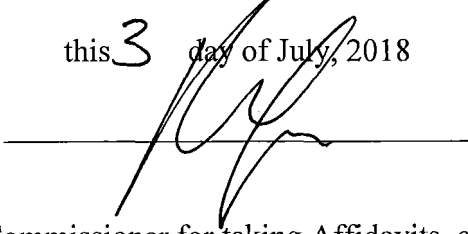
Attached is **Exhibit "L"**

referred to in the

Affidavit of KEVIN LEUNG

sworn before me

this 3 day of July, 2018



Commissioner for taking Affidavits, etc

Miranda Spence

From: Miranda Spence
Sent: June-27-18 6:20 PM
To: 'Matthew Soble'
Cc: Ian Aversa; 'Leung, Kevin'
Subject: RE: 2236175 Ontario Limited o/a Luxury and Sports Cars (the "Company")

Matthew,

Your client's silence is unacceptable. Please advise us by no later than 5 pm tomorrow (June 28, 2018) if your client will provide us with the information requested in my email of June 25, below. If so, we require the requested information to be provided to us by 5 pm on Friday, June 29, 2018.

If we do not receive an affirmative answer from you tomorrow, or if the requested information is not provided by 5 pm on June 29, then we expect to receive instructions to move immediately for the appointment of an interim receiver, receiver, and/or receiver-manager.

Miranda Spence

T 416.865.3414
F 416.863.1515
E mspence@airdberlis.com

Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9 | airdberlis.com

AIRD BERLIS

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Miranda Spence
Sent: Monday, June 25, 2018 5:19 PM
To: 'Matthew Soble'
Cc: Ian Aversa
Subject: RE: 2236175 Ontario Limited o/a Luxury and Sports Cars (the "Company")

Matthew,

The initiation of litigation is just one of the enforcement options available to RBC under the terms of its loan and security documents. The GSA remains in effect, and RBC retains the right to request information concerning the collateral secured by the GSA, among other rights.

Should the Company refuse to provide the information requested, its refusal in this regard will be a relevant fact in the litigation. RBC reserves the right to ask the Court to draw such negative inferences from the Company's refusal to provide information to which RBC is entitled, as may be appropriate in the circumstances.

Regards,

Miranda Spence
Aird & Berlis LLP

T 416.865.3414
E mspence@airdberlis.com

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From: Matthew Soble [<mailto:msoble@soblerickards.ca>]
Sent: June-25-18 2:36 PM
To: Miranda Spence <mspence@airdberlis.com>
Cc: Ian Aversa <iaversa@airdberlis.com>
Subject: RE: 2236175 Ontario Limited o/a Luxury and Sports Cars (the "Company")

Dear Miranda,

We are in receipt of your email below.

As you know, this matter is now the subject of ongoing litigation between your client, RBC as plaintiff and my clients, 2236175 Ontario Limited, Tana Totonchian and Hossein Totonchian as defendants.

As such, the disclosure of documents and other information is and should be a matter to be dealt with through the discovery process. Rest assured that my clients will disclose all relevant and non-privileged documents in their possession and/or control through the usual course, per the Rules.

Regards,

-Matt-

Oakville: Ph. 905.844.7585, x201 / Fx. 1.905.248.3522
Toronto: Ph. 416.842.9002, x201 / Fx. 1.416.907.1798
Email: msoble@soblerickards.ca
Skype: soblelaw
Twitter: @mattsoble

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SHOULD YOU NO LONGER WISH TO RECEIVE COMMUNICATIONS FROM THE SENDER VIA EMAIL, PLEASE REPLY TO THIS EMAIL AND ADVISE OF SAME.

From: Miranda Spence <mspence@airdberlis.com>
Sent: Monday, June 25, 2018 2:26 PM
To: Matthew Soble <msoble@soblerickards.ca>
Cc: Ian Aversa <iaversa@airdberlis.com>
Subject: 2236175 Ontario Limited o/a Luxury and Sports Cars (the "Company")

Matthew,

As you are aware, on June 11, 2018, the consultant appointed by RBC attended at the Company's premises to inspect the personal property (in particular, the vehicles) owned by the Company, over which RBC holds security. The consultant discovered that the premises were substantially empty. As you are also aware, RBC's view is that the removal from the premises of the vehicles over which RBC holds security, constitutes an effort by your client to defeat RBC's enforcement of its rights and remedies under the security.

Having regard for the foregoing, please provide us with the following information, as soon as possible:

- a) with regard to any vehicle(s) that have been sold, the name of the buyer, the purchase price, and a statement as to whether the purchaser is a related party to the Company; and
- b) with regard to any vehicle(s) that have not been sold, the current whereabouts of the vehicle(s).

We look forward to hearing from you.

Miranda Spence

T 416.865.3414

F 416.863.1515

E mspence@airdberlis.com

Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9 | airdberlis.com



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TAB 5

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

**2236715 ONTARIO LIMITED
o/a LUXURY AND SPORTS CARS**

Respondent

**APPLICATION UNDER SUBSECTION 47(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

CONSENT

The undersigned, msi Spergel inc. ("Spergel"), hereby consents to the appointment of Spergel as interim receiver, without security, of all of the assets, undertakings and properties of 2236715 Ontario Limited o/a Luxury and Sports Cars (the "**Debtor**") pursuant to the provisions of subsection 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, and the terms of an order substantially in the form filed in the above proceeding.

DATED at Toronto, this 3rd day of July, 2018.

MSI SPERGEL INC.

Per:



Name: PHILIP H. GENNIS
Title: SENIOR PRINCIPAL

ROYAL BANK OF CANADA

Applicant

- and -

**2236715 ONTARIO LIMITED o/a LUXURY AND SPORTS
CARS**

Respondent

Court File No. CV-18-00600821-00CL

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

**APPLICATION RECORD
(returnable July 4, 2018)**

AIRD & BERLIS LLP

Barristers and Solicitors

Brookfield Place

181 Bay Street, Suite 1800

Toronto, ON M5J 2T9

Ian Aversa (LSUC # 55449N)

Tel: (416) 865-3082

Fax: (416) 863-1515

E-mail: iaversa@airdberlis.com

Miranda Spence (LSUC # 60621M)

Tel: (416) 865-3414

Fax: (416) 863-1515

E-mail: mspence@airdberlis.com

Lawyers for the applicant, Royal Bank of Canada