## ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

BETWEEN:

#### **ROYAL BANK OF CANADA**

**Applicant** 

and

#### 2399295 ONTARIO INC. o/a FAST TRACK ALLIANCE

Respondent

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

## APPLICATION RECORD (hearing scheduled for December 2017 at 9:30 a.m.) (Application re Appointment of Receiver)

November 30, 2017

MINDEN GROSS LLP
Barristers and Solicitors
#2200 – 145 King Street West
Toronto ON M5H 4G2

Rachel Moses (LSUC#42081V) rmoses@mindengross.com

Tel: 416-369-4115 Fax: 416-864-9223

Lawyers for the Applicant

TO:

**SERVICE LIST** 

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#### Service List

(Motion returnable on December 2017 at 9:30 a.m.)

1	2399295 ONTARIO INC. o/a FAST TRACK ALLIANCE 7505 Kimbel Street, Suite 2 Mississauga ON L5S 1A7	2	MSI SPERGEL INC. 110 Yonge Street, Suite 1900 Toronto ON M5C 1T4  Attention: Philip H. Gennis Via Email: pgennis@spergel.ca  Receiver
3	c/o Department of Justice Ontario Regional Office The Exchange Tower, Box 36 130 King Street West, Suite 3400 Toronto ON M5X 1K6  Attention: Diane Winters Via Email: diane.winters@justice.gc.ca	4	MINISTRY OF FINANCE (ONTARIO) Legal Services Branch 33 King Street West, 6th Floor Oshawa ON L1H 8H5  Attention: Kevin J. O'Hara Via Email: kevin.ohara@fin.gov.on.ca
5	INSOLVENCY UNIT Province of Ontario  Email: insolvency.unit@ontario.ca	6	DAIMLER TRUCK FINANCIAL 2680 Matheson Boulevard East, Suite 500 Mississauga ON L4W 0A5
7	HONDA CANADA FINANCE INC. 180 Honda Boulevard Markham ON L6C 0H9	8	COAST CAPITAL EQUIPMENT FINANCE LTD. #800 – 9900 King George Boulevard Surrey BC V3T 0K7
9	ELEMENT FINANCIAL INC. #900 – 4 Robert Speck Parkway Mississauga ON L4Z 1S1	10	VFS CANADA INC. 205 Industrial Parkway North, Unit 5 Aurora ON L4G 4C4
11	TPINE LEASING CAPITAL CORPORATION 6050 Dixie Road Mississauga ON L5T 1A6	12	CLE LEASING ENTERPRISE LTD. 3390 South Service Road, Suite 104 Burlington ON L7N 3J5
13	BODKIN CAPITAL CORPORATION #102 – 1465 North Service Road East Oakville ON L6H 1A7	14	SOMERVILLE NATIONAL LEASING & RENTALS LTD. 75 Arrow Road Toronto ON M9M 2L4
15	RIORDAN LEASING INC. 1158 King Street East Kitchener ON N2G 2N4	16	TRAVELERS LEASING LTD. #500 – 4180 Lougheed Highway Burnaby BC V5C 6A7

17	ELEMENT FINANCIAL CORPORATION 161 Bay Street, Suite 4600 PO Box 621 Toronto ON M5J 2S1	18	MERCADO CAPITAL CORPORATION, A DIVISION OF WESTMINSTER SAVINGS CREDIT UNION  180 – 4411 6 <sup>th</sup> Street South East Calgary AB T2G 4E8
19	VFS CANADA INC. 238 Wellington Street East, 3 <sup>rd</sup> Floor Aurora ON L4G 1J5	20	NET-XS INC. IT SOLUTIONS  Attention: Ajay Sahrma IT Director Via Email: ajay@netxsinc.com

#30673814108204 V1

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## TAB 1

Court File No. CV-17-587514-00CL

### ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

BETWEEN:

(Court Seal)



#### **ROYAL BANK OF CANADA**

**Applicant** 

and

#### 2399295 ONTARIO INC. o/a FAST TRACK ALLIANCE

Respondent

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

#### NOTICE OF APPLICATION

TO THE RESPONDENT(S)

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

THIS APPLICATION will come on for a hearing on at 10:00 a.m., before a Judge presiding over the Commercial List at 330 University Avenue, 7th Floor, Toronto ON M5G 1R7.

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

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of

appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

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

Date

November 30, 2017

Issued by

etseha Brown

Local Registrar

Address of

court office:

Superior Court of Justice

330 University Avenue, 7th Floor

Toronto ON M5G 1R7

TO:

2399295 ONTARIO INC. o/a FAST TRACK ALLIANCE

2001 Drew Road, Unit 5 Mississauga ON L5S 1S4

AND TO:

**SERVICE LIST** 

#### **APPLICATION**

- 1. The applicant, Royal Bank of Canada ("RBC"), makes application for:
  - (a) if necessary, an order abridging the time for service and filing of this notice of application and the application record, validating service effected to date, and an order dispensing with service thereof on any party other than the persons served;
  - (b) an order appointing msi Spergel inc. as receiver (in such capacities, the "Receiver"), without security of all of the assets, undertakings, and properties of the respondent, 2399295 Ontario Inc. o/a Fast Track Alliance (the "Debtor");
  - (c) the costs of this application, plus all applicable taxes; and
  - (d) Such further and other Relief as to this Honourable Court may seem just.
- 2. The grounds for the application are:
  - (a) The Debtor is an Ontario corporation and is in the transportation / trucking business.
  - (b) The Debtor is currently indebted to RBC with respect to a revolving demand facility and a visa facility. Both loans are demand loans.
  - (c) Mohammad Abid Khattak and Tahir Mahmood are the directors of the Debtor.

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- (d) The Debtor provided a General Security Agreement to RBC in support of the credit facilities.
- (e) RBC made demand for payment on the Debtor.
- (f) It appears the Debtor is no longer operating and there are several suspicious transactions involving the Debtor's business.
- (g) Mr. Mahmood on behalf of the Debtor has executed a Consent to Earlier Enforcement.
- (h) RBC wishes to take any and all steps necessary to preserve and protect the property of the Debtor and realize on the same.
- (i) RBC has, at all times, acted in good faith towards the Debtor.
- (j) It is just and equitable that a receiver now be appointed.
- (k) The appointment of a receivership is provided for in the General Security Agreement provided by the Debtor to RBC.
- (I) RBC proposes that msi Spergel inc. be appointed as receiver of the Debtor.

  msi Spergel inc has consented to act as court-appointed receiver with respect to the Debtor.
- (m) Subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.
- (n) Section 101 of the Courts of Justice Act, R.S.O. 1990, c. C. 43, as amended.

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- (o) Rules 1.04, 2.03, 3.02 and 38 of the *Rules of Civil Procedure*, R.R.O. 1990,Reg. 194, as amended.
- (p) Such further and other grounds as the lawyers may advise.
- 3. The following documentary evidence will be used at the hearing of the application:
  - (a) Affidavit of Kevin Leung and the exhibits thereto.
  - (b) Consent of msi Spergel inc.
  - (c) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

November 30, 2017

#### MINDEN GROSS LLP

Barristers and Solicitors 2200 - 145 King Street West Toronto, ON M5H 4G2

Rachel Moses (LSUC# 42081V) rmoses@mindengross.com

Tel: 416-369-4115

Fax: 416-864-9223

Lawyers for the Applicant

#30653394108204 v1

ROYAL BANK OF CANADA Applicant

-and- 2399295 ONTARIO INC. o/a FAST TRACK ALLIANCE
Respondent
Court File No. ベルートーの

# ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

Proceeding commenced at Toronto

## NOTICE OF APPLICATION

## MINDEN GROSS LLP

Barristers and Solicitors 2200 - 145 King Street West Toronto, ON M5H 4G2 Rachel Moses (LSUC# 42081V) rmoses@mindengross.com

Tel: 416-369-4115 Fax: 416-864-9223 Lawyers for the Applicant

(File No. 4108204)

## TAB 2

Court File No. CV-17-587514-00CL

## ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

BETWEEN:

#### **ROYAL BANK OF CANADA**

Applicant

and

#### 2399295 ONTARIO INC. o/a FAST TRACK ALLIANCE

Respondent

#### AFFIDAVIT OF KEVIN LEUNG (Sworn November 30, 2017)

I, KEVIN LEUNG, of the City of Brampton, in the Regional Municipality of Peel,

MAKE OATH AND SAY:

- 1. I am a Manager in the Special Loans and Advisory Services Department ("SLAS") at Royal Bank of Canada ("RBC"). I have responsibility for matters pertaining to the borrowings of 2399295 Ontario Inc. o/a Fast Track Alliance (the "Debtor") and as such have personal knowledge of the matters to which I depose herein.
- 2. I am making this affidavit in support of an application by RBC for the appointment of a receiver of all of the assets, undertakings and properties of the Debtor. Where this affidavit is based upon information received from others, I verily believe that information to be true.

#### **Description of the Debtor**

- 3. The Debtor is involved in the transportation / trucking industry. It is incorporated pursuant to the laws of the Province of Ontario. The date of incorporation is December 10, 2013. A copy of the corporation profile report, retrieved November 23, 2017, together with RBC's Master Client Agreement for Business Clients Authorization are attached as **Exhibit "A"**.
- 4. According to the Debtor's corporate profile report, Mohammad Abid Khattak and Tahir Mahmood are the directors. The Master Client Agreement for Business Clients Authorization indicates that Mr. Khattak is the President and Mr. Mahmood is the Vice President of the Debtor.
- 5. The Debtor's corporate profile report indicates that the Debtor's registered office is located at the address municipally known as 2-7505 Kimbel Street, Mississauga, Ontario.

#### **RBC Loans and RBC Security**

- 6. The Debtor is currently indebted to RBC with respect to certain credit facilities granted by RBC pursuant to and under the terms of a credit agreement dated June 9, 2017 and accepted by the Debtor on June 15, 2017 (the "Loan Agreement"). A copy of the Loan Agreement is attached as **Exhibit "B"**.
- 7. Pursuant to the Loan Agreement, RBC provided the Debtor with the following credit facilities:

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- (a) a revolving demand facility, in the maximum principal amount of \$500,000 by way of RBP based loans;
- (b) a revolving lease line of credit by way of Leases, in the maximum amount of \$400,000<sup>1</sup>;
- (c) a Visa facility, in the maximum principal amount of \$50,000 available in Canadian currency and US currency.
- 8. The loans are repayable on demand.
- 9. As security for its obligations to RBC, the Debtor provided security in favour of RBC, including:
  - a General Security Agreement on RBC's standard form 924 executed by the Debtor on June 15, 2017, registration of which was made pursuant to the Personal Property Security Act (Ontario) (the "PPSA") on June 9, 2017. A copy of the GSA is attached as Exhibit "C".
- 10. In addition, the obligations of the Debtor to RBC were jointly and severally guaranteed by Mr. Khattak and Mr. Mahmood pursuant to and under the terms of a Guarantee and Postponement of Claim on RBC's standard form 812 dated June 15, 2017 limited to the principal amount of \$500,000. A copy of the Guarantee is attached as **Exhibit "D"**.

-

<sup>&</sup>lt;sup>1</sup> No outstanding indebtedness under the revolving lease line.

#### **Other Secured Creditors**

- 11. A copy of the certified PPSA search results for the Debtor, with currency to November 22, 2017 is attached as **Exhibit "E"**.
- 12. The PPSA search results attached as Exhibit "E" show that there are 31 families.
- 13. There are 28 registrations ahead of RBC. A list of each secured party, date of registration and registration number is attached as **Exhibit "F"**.

#### **Demands Made by RBC**

- 14. In late November 2017, the accounts of the Debtor were transferred to SLAS.
- 15. In or around November 21 and 22, 2017, RBC discovered a number of cheques deposited into the Debtor's Canadian business deposit account that were returned as "Invalid/Incorrect".
- 16. RBC has now discovered other irregular or suspicious transactions in the Debtor's US business deposit account and in the Canadian business deposit account between November 15, 2017 and November 21, 2017.
- 17. In late November 2017, Mr. Mahmood raised concerns with RBC about some of the deposit transactions involving the Debtor's US business deposit account and Canadian business deposit account.

- 18. Mr. Mahmood has advised RBC about other suspicious activities involving the Debtor's business, including the sale of ten trailers and one truck without Mr. Mahmood's knowledge.
- 19. On November 27, 2017, RBC Corporate Investigation Services spoke with Mr. Mahmood who advised that the Debtor's main computer systems are in the possession of the leasing company NetXS. The information provided by Mr. Mahmood to RBC:

"Background: The computers were on lease to a company by the name of NetXS Inc. to whom monthly payments were made to [sic[ by our trucking company.

Mohammad Abid had informed the owner of NetXS by the name of Ajay Sharma (Phone Number 416-884-4053) via email that Fast Track Alliance is shutting down so that they should take their equipment back.

One of the employees of NetXS, Waseem (Phone Number 416-871-5199), upon he [sic] instruction of Ajay Sharma, went to the office and removed the equipment on Thursday November 23.

Equipment is currently in under their possession."

A copy (redacted) of the email containing this information is attached as Exhibit "G".



- 20. On November 27, 2017, RBC made written demand for payment on the Debtor of the indebtedness owing under the Loan Agreement and issued a notice of intention to enforce security pursuant to s. 244(1) of the Bankruptcy and Insolvency Act. A copy of the demand letter and s. 244(1) notice are attached as **Exhibit "H"**.
- 21. RBC also made demand for payment on Mr. Khattak and Mr. Mahmood. A copy of the demand letter is attached as **Exhibit "I"**.
- On November 29, 2017, I spoke with Mr. Mahmood's adult son, Usman, who advised that the truck leasing companies are calling the business to get their trucks back. I asked Usman if the business is operating and he advised nothing is happening. Usman further advised that his father had made a complaint to Peel Police about the recent events involving the business of the Debtor.

#### Basis for the Appointment of a Receiver

- 23. The indebtedness owing by the Debtor to RBC, excluding legal and professional fees, is in excess of \$552,000.
- 24. The demand period will expire on December 7, 2017.
- 25. RBC has serious concerns about the recent activities involving the Debtor's business, including the fact that its computer systems (containing financial information) are no longer in the possession of the Debtor.
- 26. Mr. Mahmood on behalf of the Debtor has executed a Consent to Earlier Enforcement. A copy of the Consent to Earlier Enforcement is attached as **Exhibit "J"**.

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- 27. RBC wishes to take any and all steps necessary to preserve and protect the property of the Debtor and realize on the same.
- 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.
- 29. In the circumstances set out above, I believe that it is just and equitable that a receiver now be appointed. A receiver is necessary for the protection of both the Debtor's estate, the interests of RBC and, perhaps, other stakeholders.
- 30. The appointment of a receivership is provided for in the GSA.
- 31. RBC proposes that msi Spergel inc. ("**Spergel**") be appointed as receiver of the Debtor. Spergel has consented to act as court-appointed receiver with respect to the Debtor. A copy of the executed consent to act as receiver is attached as **Exhibit "K"**.
- 32. I make this affidavit in support of the within application to appoint a receiver and for no improper purpose.

SWORN BEFORE ME at the City of

Toronto, in the Province of Ontario

on November 30, 2017.

Commissioner for Taking Affidavits (or as may be)

**KEVIN LEUNG** 

#30665334108204 v1

Request ID: 020980021 Transaction ID: 66343747 Category ID: (C)CC/E

NOT AVAILABLE

Province of Ontario Ministry of Government Services Date Report Produced: 2017/11/23 Time Report Produced: 14:50:24

Certified a true copy of the data as recorded on the Ontario Business

Information System.

Director Ministry of Government Services Toronto, Ontario

#### **CORPORATION PROFILE REPORT**

Ontario Corp Number	Corporation Name			Incorporation Date
2399295	2399295 ONTARIO INC.			2013/12/10
				Jurisdiction
				ONTARIO
Corporation Type	Corporation Status			Former Jurisdiction
ONTARIO BUSINESS C	ORP. ACTIVE			NOT APPLICABLE
Registered Office Address	3.4/		Date Amalgamated	Amalgamation Ind.
7505 KIMBEL STREET	This is Exhibit referred t	o in the	NOT APPLICABLE	NOT APPLICABLE
Suite # 2	This is Exhibit referred to affidavit of LEUN. LEUN. sworn before me, this 30 TH	GT	New Amal. Number	Notice Date
MISSISSAUGA ONTARIO	day of NOVEMISER	20	NOT APPLICABLE	NOT APPLICABLE
CANADA L5S 1A7				Letter Date
Mailing Address	A COMMISSIONER FOR TAKING A	FIDAVITS		NOT APPLICABLE
7505 KIMBEL STREET			Revival Date	Continuation Date
Suite # 2			NOT APPLICABLE	NOT APPLICABLE
MISSISSAUGA ONTARIO			Transferred Out Date	Cancel/Inactive Date
CANADA L5S 1A7			NOT APPLICABLE	NOT APPLICABLE
			EP Licence Eff.Date	EP Licence Term.Date
			NOT APPLICABLE	NOT APPLICABLE
	Number Minimum	of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
Activity Classification	00001	00010	NOT APPLICABLE	NOT APPLICABLE

Request ID: 020980021 Transaction ID: 66343747 Category ID:

(C)CC/E

Province of Ontario

Ministry of Government Services

Date Report Produced: 2017/11/23 Time Report Produced: 14:50:24

Page:

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Director **Ministry of Government Services** Toronto, Ontario

CORPORATION PROFILE REPORT

**Ontario Corp Number** 

**Corporation Name** 

2399295

2399295 ONTARIO INC.

**Corporate Name History** 

**Effective Date** 

2399295 ONTARIO INC.

2013/12/10

Current Business Name(s) Exist:

YES

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

Address

MOHAMMAD ABID

79 HOPKINSON CRESCENT

**KHATTAK** 

AJAX ONTARIO CANADA L1T 4E1

Date Began

First Director

2013/12/10

**NOT APPLICABLE** 

Designation

Officer Type

Resident Canadian

DIRECTOR

Υ



Request ID: Transaction ID: 66343747 Category ID:

020980021 (C)CC/E

Province of Ontario

Ministry of Government Services

Date Report Produced: 2017/11/23 Time Report Produced: 14:50:24

Page:

Certified a true copy of the data as recorded on the Ontario Business Information System.

**Ministry of Government Services** 

Toronto, Ontario

#### CORPORATION PROFILE REPORT

**Ontario Corp Number** 

**Corporation Name** 

2399295

2399295 ONTARIO INC.

Administrator:

Name (Individual / Corporation)

Address

**MOHAMMAD** ABID KHATTAK

79 HOPKINSON CRES

AJAX

ONTARIO

CANADA L1T 4E1

Date Began

**First Director** 

2013/12/10

**NOT APPLICABLE** 

Designation

Officer Type

Resident Canadian

**DIRECTOR** 

Υ

Administrator:

Name (Individual / Corporation)

Address

**TAHIR** 

MAHMOOD

3001 FINCH AVE WEST

Suite # 1007 NORTH YORK ONTARIO

CANADA M9M 3A9

Date Began

**First Director** 

2013/12/10

**NOT APPLICABLE** 

Designation

Officer Type

Resident Canadian

**DIRECTOR** 

Υ

Request ID: Transaction ID: 66343747

020980021 Category ID: (C)CC/E

Province of Ontario

Ministry of Government Services

Date Report Produced: 2017/11/23 Time Report Produced: 14:50:24

Page:

Certified a true copy of the data as recorded on the Ontario Business Information System.

Director **Ministry of Government Services** Toronto, Ontario

#### **CORPORATION PROFILE REPORT**

**Ontario Corp Number** 

**Corporation Name** 

2399295

2399295 ONTARIO INC.

Administrator:

Name (Individual / Corporation)

Address

MAHMOOD

3001 FINCH AVE W

**TAHIR** 

Suite # 1007 NORTH YORK ONTARIO CANADA M9M 3A9

**Date Began** 

**First Director** 

2013/12/10

**NOT APPLICABLE** 

Designation

Officer Type

Resident Canadian

DIRECTOR

Request ID: 020980021 Transaction ID: 66343747 Category ID: (C)CC/E

Province of Ontario Ministry of Government Services Date Report Produced: 2017/11/23 Time Report Produced: 14:50:24

Page:

Certified a true copy of the data as recorded on the Ontario Business Information System.

Director
Ministry of Government Services
Toronto, Ontario

#### **CORPORATION PROFILE REPORT**

**Ontario Corp Number** 

**Corporation Name** 

2399295

2399295 ONTARIO INC.

**Last Document Recorded** 

Act/Code Description

Form

Date

CIA ANNUAL RETURN 2016

1C

2017/08/22 (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 certified report in electronic form is authorized by the Ministry of Government Services.

Request ID: Transaction ID: 66370147 Category ID: (C)CC/E

020990460

Province of Ontario

Ministry of Government Services

Date Report Produced: 20 17/11/27 Time Report Produced: 14:37:34

Certified a true copy of the data as recorded on the Ontario Business

Information System.

Registrar **Ministry of Government Services** 

Toronto, Ontario

#### LIST OF CURRENT BUSINESS NAMES REGISTERED BY A CORPORATION

**Ontario Corporation Number** 2399295

**CORPORATION NAME** 2399295 ONTARIO INC.

**REGISTRATION** DATE

**BUSINESS** NAME

**EXPIRY** DATE

**BUSINESS ID NUMBER** 

2013/12/11

**FAST TRACK ALLIANCE** 

2018/12/10

231195306

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 certified report in electronic form is authorized by the Ministry of Government Services.

		·	



#### Royal Bank of Canada

#### Master Client Agreement for Business Clients Authorization

SRF No.: 309345031

Legal Name: 2399295 ONTARIO INC.

This forms part of the Master Client Agreement for Business Clients between Royal Bank and the Customer identified below. The Agreement consists of this form, the Legal Terms and Conditions, and all other Documents that may become part of the Agreement in accordance with the Legal Terms and Conditions. All capitalized terms not defined in this form have the meanings given in the Legal Terms and Conditions, and the rules of interpretation prescribed by the Legal Terms and Conditions also apply to this form.

If more than one Person is signing below, each Person signing below confirms having the power and authority to sign the Agreement on behalf of the Customer and to legally bind the Customer.

If only one Person is signing below, such Person confirms having the power and authority to sign the Agreement on behalf of the Customer and to legally bind the Customer, in either case, acting alone.

	, , , , , , , , , , , , , , , , , , , ,
Customer's Legal Name: 2399295 ONTARIO INC.	
Authorized Person's Name: MOHAMMAD ICHATTAK	
Authorized Person's Title: PRESIDENT	
Authorized Person's Signature:	

Customer's Legal Name: 2399295 ONTARIO INC.

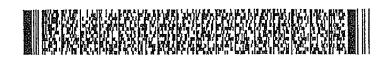
By signing below, the Customer is bound by the Agreement as of:

Authorized Person's Name: TAHIR MARMOOD

Authorized Person's Title: VICE PRESIDENT

Authorized Person's Signature:

Please do not write in this area





Royal Bank of Canada Commercial Financial Services 6880 Financial Drive, 2<sup>nd</sup> FIr Link Mississauga, Ontario L5N 7Y5

June 9, 2017

Private and Confidential

2399295 ONTARIO INC. ( Unit 2, 7505 Kimbel Street Mississauga, Ontario L5S 1A7

A GOMMISSIONER FOR TAKING AFFIDAVITS

ROYAL BANK OF CANADA (the "Bank") hereby confirms the credit facilities described below (the "Credit Facilities") subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the "Agreement"). This Agreement amends and restates without novation the existing agreement dated July 18, 2016 and any amendments thereto. Any amount owing by the Borrower to the Bank under such previous agreement is deemed to be a Borrowing under this Agreement. Any and all security that has been delivered to the Bank and is set forth as Security below, shall remain in full force and effect, is expressly reserved by the Bank and, unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the Credit Facilities. Unless otherwise provided, all dollar amounts are in Canadian currency.

day of ...

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or events of default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, default or event of default.

BORROWER: 2399295 Ontario Inc. (the "Borrower")

#### **CREDIT FACILITIES**

Facility #1: \$500,000.00 revolving demand facility by way of:

a) RBP based loans ("RBP Loans")

Revolve in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBP + 1.75%

#### **AVAILABILITY**

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

#### REPAYMENT

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, Borrowings under this facility are repayable on demand.

SRF # 309345031

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Registered Trademark of Royal Bank of Canada



#### **GENERAL ACCOUNT**

The Borrower shall establish a current account with the Bank (the "General Account") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of the General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans under this facility;
- b) if such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans under this facility.

Facility #2: \$400,000.00 revolving lease line of credit by way of Leases. Leases 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 a separate agreement, the terms of the separate agreement will govern.

#### **AVAILABILITY**

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of this facility at any time from time to time without notice. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

#### **OTHER FACILITIES**

The Credit Facilities are in addition to the following facilities (the "Other Facilities"). The Other Facilities 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.

 a) VISA Business to a maximum amount of \$50,000.00 available in Canadian currency and US currency.

#### <u>FEES</u>

#### One Time Fee:

Monthly Fee:

Payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

Payable in arrears on the same day of each month.

Review Fee: \$300.00

Management Fee: \$75.00

#### SECURITY

Security for the Borrowings and all other obligations of the Borrower to the Bank, including without limitation any amounts outstanding under any Leases, (collectively, the "Security"), shall include:

- a) 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;
- b) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$500,000,00 signed by Tahir Mahmood and Mohammad Khattak;
- Postponement and assignment of claim on the Bank's form 918 signed by Mohammad Khattak;
- d) Postponement and assignment of claim on the Bank's form 918 signed by Tahir Mahmood.

#### REPORTING REQUIREMENTS

The Borrower will provide the following to the Bank:

- a) annual notice to reader financial statements for the Borrower, within 90 days of each fiscal year end;
- b) annual aged list of accounts receivable and aged list of accounts payable for the Borrower, within 90 days of each fiscal year end:
- c) annual personal statement of affairs for all Guarantors, who are individuals, within 90 days of the end of every fiscal year of the Borrower, commencing with the fiscal year ending in 2018;
- d) such other financial and operating statements and reports as and when the Bank may reasonably require.

#### **CONDITIONS PRECEDENT**

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

#### Additionally:

- e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank;
- f) no Lease will be made available to the Borrower unless it meets the leasing criteria established by the Bank and the Bank has received such documentation in respect thereof as may be required by the Bank.

#### **BUSINESS LOAN INSURANCE PLAN**

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business

Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

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

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

#### **GOVERNING LAW JURISDICTION**

Province of Ontario.

#### **ACCEPTANCE**

This Agreement is open for acceptance until July 9, 2017, after which date it will be null and void, unless extended in writing by the Bank.

ROYAL BÁ	NK OF CA	NADA		
Per:	( July	1		
Name: Sive Title: Acc				
/bb				
We acknow on thisl	ledge and a	accept the ter	ms and conditi , 2017.	ions of this Agreement
2399 <b>2</b> 95 OI	NTARIO IN	C.		
Per:	That	dan		
Name: Title:		) HAR	Mohammad	PRESIDENS
Per:		Till		
Name:	TAHIR	DMHAM	90	
Title:	VILE	PRESIDEN	JT	

I/We have the authority to bind the Borrower

\attachments:

Terms and Conditions

Schedules:

- Definitions
- Calculation and Payment of Interest and Fees



#### **TERMS AND CONDITIONS**

The Bank is requested by the Borrower to make the Credit Facilities available to the Borrower in the manner and at the rates and times specified in this Agreement. Terms defined elsewhere in this Agreement and not otherwise defined in the Terms and Conditions below or the Schedules attached hereto have the meaning given to such terms as so defined. In consideration of the Bank making the Credit Facilities available, the Borrower agrees, and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

#### REPAYMENT

Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in this Agreement and shall be paid in the currency of the Borrowing. Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment. In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand. Where any Borrowings are repayable by scheduled blended payments, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be. Borrowings repayable by way of scheduled payments of principal and interest shall be so repaid with any balance of such Borrowings being due and pavable as and when specified in this Agreement. The Borrower shall ensure that the maturities of instruments or contracts selected by the Borrower when making Borrowings will be such so as to enable the Borrower to meet its repayment obligations. For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the Maturity Date of the applicable Borrowings shall automatically be amended accordingly.

In the case of any reducing term loan and/or reducing term facility ("Reducing Term Loan/Facility"), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter ("Renewal Letter") to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the Maturity Date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

#### **PREPAYMENT**

Where Borrowings are by way of RBP Loans, the Borrower may prepay such Borrowings in whole or in part without fee or premium.

The prepayment of any Borrowings under a term facility and/or any term loan will be made in the reverse order of maturity.

#### **EVIDENCE OF INDEBTEDNESS**

The Bank shall maintain accounts and records (the "Accounts") evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

#### **GENERAL COVENANTS**

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:

- a) will pay all sums of money when due under the terms of this Agreement:
- will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure and it will not make or facilitate any such changes without the prior written consent of the Bank:
- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under Reporting Requirements;
- will immediately advise the Bank of any unfavourable change in its financial position which
  may adversely affect its ability to pay or perform its obligations in accordance with the terms
  of this Agreement;
- i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of business combination with any other Person;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any entity regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
- will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

#### FEES. COSTS AND EXPENSES

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or protection of its rights in connection with this Agreement and the Security. The Borrower shall

indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

#### **GENERAL INDEMNITY**

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower or any Guarantor and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

#### **AMENDMENTS AND WAIVERS**

No amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Any amendments requested by the Borrower will require review and agreement by the Bank and its counsel. Costs related to this review will be for the Borrower's account.

#### SUCCESSORS AND ASSIGNS

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank. The Bank may assign or transfer all or any part of its rights and obligations under this Agreement to any Person. The Bank may disclose to potential or actual assignees or transferees confidential information regarding the Borrower and any Guarantor if applicable, (including, any such information provided by the Borrower, and any Guarantor if applicable, to the Bank) and shall not be liable for any such disclosure.

#### GAAP

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

#### SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

#### **GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the Province identified in the Governing Law Jurisdiction section of this Agreement and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.



#### **DEFAULT BY LAPSE OF TIME**

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower, or a Guarantor if applicable, in default thereof.

#### SET-OFF

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

#### **NOTICES**

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

#### CONSENT OF DISCLOSURE

The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

#### **NON-MERGER**

The provisions of this Agreement shall not merge with any Security provided to the Bank, but shall continue in full force for the benefit of the parties hereto.

#### JOINT AND SEVERAL

Where more than one Person is liable as Borrower or Guarantor if applicable for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidarily) with each other such Person.

#### **COUNTERPART EXECUTION**

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

#### **ELECTRONIC MAIL AND FAX TRANSMISSION**

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as though it were an original document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

#### **ELECTRONIC IMAGING**

The parties hereto agree that, at any time, the Bank may convert paper records of this Agreement and all other documentation delivered to the Bank (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of the Bank's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.



#### REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Bank that:

- a) it is duly incorporated, validly existing and duly registered or qualified to carry on business in each jurisdiction in which its business or assets are located;
- b) the execution, delivery and performance by it of this Agreement have been duly authorized by all necessary actions and do not violate its constating documents or any Applicable Laws or agreements to which it is subject or by which it is bound;
- no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any covenant or other term or condition of this Agreement or any Security or any other agreement delivered to the Bank;
- d) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any Environmental and Health and Safety Laws which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under this Agreement or any Security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to the Bank; and
- e) it has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than as may be provided for herein.

Representations and warranties are deemed to be repeated as at the time of each Borrowing and/or the entering into each Lease hereunder.

#### **LANGUAGE**

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

### WHOLE AGREEMENT

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

# **EXCHANGE RATE FLUCTUATIONS**

If, for any reason, the amount of Borrowings and/or Leases outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

#### JUDGEMENT CURRENCY

If for the purpose of obtaining judgement in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the "Judgement Currency") any amount due hereunder in any currency other than the Judgement Currency, then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgement is given. For this purpose "rate of exchange" means the rate at which the Bank would, on the relevant date, be prepared to sell a similar amount of such currency in the Toronto foreign exchange market, against the Judgement Currency, in accordance with normal banking procedures.

In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgement is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such date is the amount in the Judgement Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency together with interest at RBP and expenses (including legal fees on a solicitor and client basis). Any additional amount due from the Borrower

under this section will be due as a separate debt and shall not be affected by judgement being obtained for any other sums due under or in respect of this Agreement.

### Schedule "A"

### **DEFINITIONS**

For the purpose of this Agreement, the following terms and phrases shall have the following meanings:

"Applicable Laws" means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;

"Borrowing" means each use of a Credit Facility, excluding Leases, and all such usages outstanding at any time are "Borrowings";

"Business Day" means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada;

"Business Loan Insurance Plan" means the optional group creditor insurance coverage, underwritten by Sun Life Assurance Company of Canada, and offered in connection with eligible loan products offered by the Bank;

"Contaminant" includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

"Environmental Activity" means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

"Environmental and Health and Safety Laws" means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity:

"Equivalent Amount" means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

"Guarantor" means any Person who has guaranteed the obligations of the Borrower under this Agreement;

"Lease" means an advance of credit by the Bank to the Borrower by way of a Master Lease Agreement, Master Leasing Agreement, Leasing Schedule, Equipment Lease, Conditional Sales Contract, or pursuant to an Interim Funding Agreement or an Agency Agreement, in each case issued to the Borrower;

"Maturity Date" means the date on which a facility is due and payable in full;

"Permitted Encumbrances" means, in respect of the Borrower:

a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; and

- b) Security granted in favour of the Bank:
- "Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof including Canada Revenue Agency, and any other incorporated or unincorporated entity;
- "Policy" means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank;
- "Potential Prior-Ranking Claims" means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;
- "RBP" and "Royal Bank Prime" each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;
- "Release" includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning.

#### Schedule "B"

# CALCULATION AND PAYMENT OF INTEREST AND FEES

#### LIMIT ON INTEREST

The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law.

### **OVERDUE PAYMENTS**

Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this Agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 5% per annum. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity date, demand and judgement.

# **EQUIVALENT YEARLY RATES**

The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

# TIME AND PLACE OF PAYMENT

Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity date, demand and judgement.

#### **RBP LOANS**

The Borrower shall pay interest on each RBP Loan, monthly in arrears, on the 26th day of each month or such other day as may be agreed to between the Borrower and the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days and shall be paid in the currency of the applicable Borrowing.

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# Royal Bank

# RBC Royal Bank® Visa<sup>‡</sup> Business Card Agreement

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

- 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®;
  - 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 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.

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 confirm that all information provided to you regarding the applicant's ownership, control and structure is true, complete and accurate in all respects.

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.

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.

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.

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

- 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
- 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.

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

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.

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-todate. 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:

- 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.

- 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,
- 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,
- 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.
- we make any statement or representation to you that is untrue in any material respect when made, or
- 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
- 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 <a href="www.rbcrewards.com">www.rbcrewards.com</a> 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. Collection, Use and Disclosure of Information:

For purposes of this Section: (i) "Customer" means the person or entity which has signed this Agreement, its Representatives and its owners; and (ii) "Representatives" mean directors, officers, employees, signing authorities, agents, contractors, subcontractors, service providers, consultants, internal or external auditors, legal or other professional advisors.

This Section describes how you collect, use and disclose Customer information in connection with this Agreement.

#### I. Collecting Information

You may collect and confirm financial and other information about Customer during the course of your relationship with Customer, Including information:

- establishing Customer's existence, identity (for example, name, address, phone number, date of birth, etc.) and background;
- related to transactions arising from Customer's relationship with and through you, and from other financial institutions;
- iii. provided on any application for products or services;
- iv. for the provision of products or services; and
- v. about Customer's financial behaviour, including payment history and credit worthiness.

You may obtain this information from any source necessary for the provision of products or services, including from: (i) Customer; (ii) service arrangements made with or through you; (iii) credit reporting agencies; (iv) other financial institutions; (v) registries; and (vi) references provided to you.

Customer acknowledges receipt of notice that from time to time reports about Customer may be obtained by you from credit reporting agencies.

#### II. Using Information

All information collected by, and provided to you may be used and disclosed for the following purposes:

- to verify Customer's identity and investigate its background;
- ii. to open and operate the Accounts or provide other products and services;
- iii. to understand Customer's financial situation;
- iv. to determine, and make decisions about, the eligibility of Customer or Customer's affiliates for the products and services;
- to help you better understand the current and future needs of your clients;
- vi. to communicate to Customer any benefit, feature or other information about products and services;
- vii. to help you better manage your business and your relationship with Customer;
- viii. to operate the payment card network;
- ix. to maintain the accuracy and integrity of information held by a credit reporting agency; and
- x. as required or permitted by law.

For these purposes, you may (i) share the information with other persons, including your Representatives and regulators; (ii) share the information with other financial institutions and persons with whom Customer has financial or other business dealings; and (iii) give credit, financial and other related information to credit reporting agencies who may share it with other persons. In the event information is used or shared in a jurisdiction outside of Canada, the information will be subject to, and may be disclosed in accordance with, the laws of such jurisdiction. At Customer's request, you may give the information to other persons.

You may also use the information and share it with your affiliates to: (i) manage your risks and operations and those of your affiliates; (ii) comply with valid requests for information from regulators, government agencies, public bodies or other entities who have a right to issue such requests; and (iii) let your affiliates know Customer's choices under "Other Uses" below for the sole purpose of honouring Customer's choices.

If you have Customer's social insurance number, it may be used for tax related purposes and shared with appropriate government agencies, and may also be shared with credit reporting agencies for identification purposes.

#### III. Other Uses

All information collected by, and provided to you may also be used and disclosed for the following purposes:

- promoting products and services that may be of interest;
- ii. where not prohibited by law, referring Customer to your affiliates and for your affiliates to promote products and services that may be of interest. Customer acknowledges that as a result of such sharing, you and your affiliates may advise each other of the products or services provided; and
- iii. if Customer deals with your affiliates, you and your affiliates may, where not prohibited by law, consolidate all of the information you have with information any of your affiliates has about

Customer in order to manage the business of, and relationships with, you and your affiliates.

For the purposes described in subsections (i) and (ii), you and your affiliates may communicate with Customer through various channels, including mail, telephone, computer or any other electronic channel, using the most recent contact information provided.

Customer may choose not to have this information shared or used for any of these "Other Uses" by contacting you, and Customer will not be refused credit or other services just for this reason.

#### IV. Online Activity

Online activity information may also be collected in public and secure websites owned or operated by you or on behalf of you or your affiliates, or in any of your advertisements hosted on another person's websites, using cookies and other tracking technology, and used with other information about the Customer to assess the effectiveness of online promotions, to gather data about website functionality, to understand its interests and needs, to provide a customized online experience, and to communicate to the Customer information about the products or services. The Customer may choose not to have this information collected or used for the online personalization purposes described in this Section by contacting you.

#### V. Contacting You

Customer may obtain access to personal information you have about any of them at any time, including to review its content and accuracy and have it amended as appropriate, except to the extent access may be restricted as permitted or required by law. To request access to personal information or to request that Customer's information not be used for "Other Uses", Customer will contact Customer's main branch or call you toll free at 1-800 ROYAL® 1-1 (1-800-769-2511). More information about your privacy policies may be obtained by asking for a copy of the "Financial fraud prevention and privacy protection" brochure, calling the toll free number above or visiting your website at <a href="https://www.rbc.com/privacysecurity/ca/">www.rbc.com/privacysecurity/ca/</a>.

#### VI. Personal Information

The parties will treat all personal information in accordance with applicable laws. From time to time, you may request the Customer to take steps, including the entering into of additional documents, to ensure the protection of personal information and compliance with all applicable laws. The Customer will promptly comply with these requests.

# VII. Other Persons

You are not responsible for any loss that occurs as a result of any use, including any unauthorized use, of information by any person, other than you and your Representatives to the extent agreed by you in this Agreement.

#### VIII. Consents, etc.

The Customer confirms that any necessary consent, approval, or authorization of any person has been obtained for the purposes of collecting, using, and disclosing their information in accordance with this Agreement and applicable laws.

### IX. Additional Consent

The Customer's consents and agreements in this Agreement are in addition to any other consent, authorization, or preference of the Customer regarding the collection, use, disclosure, and retention of information.

#### X. Your Information

The Customer will use the products and services and your confidential information only for the purposes they are provided by you, and will ensure that your confidential information is not disclosed to any person except: (i) the Customer's Representatives who need to know such confidential information in connection with the products and services, provided that such Representatives are informed of the confidential nature of such confidential information and agree to treat same in accordance with terms substantially the same as in this Agreement; (ii) to the extent legally required, provided that, if not legally prohibited, the Customer will notify you in writing prior to any such disclosure; (iii) in accordance with this Agreement; or (iv) as otherwise agreed in writing by you.

#### XI. Remedies

In the event of a breach or anticipated breach by a party or its Representatives of the confidentiality obligations under this Agreement, irreparable damages may occur to the other party and the amount of potential damages may be impossible to ascertain. Therefore, a party may, in addition to pursuing any remedies provided by applicable laws, seek to obtain equitable relief, including an injunction or an order of specific performance of the other party's confidentiality obligations under this Agreement.

- 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 15 day of ÚUNE Amonth	Year Year	
2399295 ONTARIO INC.  Customer Legal Name		
Per: Name: MOHAMMAD KHATTAK. Title: PRESIDENT.	*	Per:
Per:  Name: TAHIR MAHMOOD  Title: VICE PRESIDENT.	*	Per:

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

#### DISCLOSURE STATEMENT

- General: This Disclosure Statement applies to the Account and each Card you have issued on the Account.
- 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
- 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 up to 3% of the Credit Card Cheque or balance transfer amount will be charged to our Account.

The exact Promotional Rate Fee will be disclosed at the time the offer is made to us. Fees are charged within 3 business days from when the transaction is posted.

- C. Dishonoured Payment Fee: If a payment is not processed because a financial institution returns a cheque or refuses a pre-authorized debit, a \$45.00 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 change 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. Overlimit Fee: If the Debt exceeds the Credit Limit at any time during the period covered by an Account Statement, a \$29.00 fee will be charged to the Account on the day the Debt exceeds the Credit Limit and on the first day of each subsequent Account Statement period if the Debt remains over the limit. A maximum of one Overlimit Fee per Account Statement period is charged.
- Foreign Currency Conversion: The exchange rate shown on our Statement, to six decimal places, is calculated by dividing the converted Canadian dollar (CAD) amount, rounded to the nearest cent, by the transaction currency amount. It may differ from the original benchmark rate because of this rounding. The CAD amount charged to our account is 2.5% over the benchmark rate. Some foreign currency transactions are converted directly to CAD, while others may be converted first to U.S. dollars, then to CAD. In either case, the benchmark rate will be the actual exchange rate applied at the time of the conversion, and is generally set daily. The original benchmark rate at the time a transaction was converted may be obtained at usa.visa.com/support/consumer/ travel-support/exchange-rate-calculator,html. If we are paying interest on our Account, interest will also be charged on the full value of our foreign purchases, as determined by your exchange rate. For more information, please call toll-free at 1-800 ROYAL® 1-2 (1-800-769-2512).

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A COMMISSIONER FOR LIKING AFFIDAVITS

Royal Bank of Canada
General Security Agreement

SRF:

309345031

Borrower: 2399295 ONTARIO INC.

6880 FINANCIAL DR 2ND FLR LINK MISSISSAUGA ONTARIO LSN 7Y5 CA

# 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 therefore (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", "proceeds", "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 situate 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 fillings 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:

Please do not write in this area



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- (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, 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 unappropriate 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 situate, 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 situate) 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.
- (I) The headings used in this Security Agreement are for convenience only and are not 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:

#### **BUSINESS DEBTOR**

NAME OF BUSINESS DEBTOR 2399295 ONTARIO INC.												
ADDRESS OF BUSINESS DEBTOR UNIT 2, 7505 KIMBEL ST	CITY MISSISSAUGA	PROVINCE ONTARIO	POSTAL CODE L5S1A7									

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 15 day JUNE, 2017.

WITNESSES

WITNESSES

2399295 ONTARIO LNC

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( Seal





# **SCHEDULE "A"**

(ENCUMBRANCES AFFECTING COLLATERAL)

Please do not write in this area

MALL



RBC309345031010012000924

# **SCHEDULE "B"**

# 1. Locations of Debtor's Business Operations

UNIT 2, 7505 KIMBEL ST, MISSISSAUGA ONTARIO CA L5S1A7

# 2. Locations of Records relating to Collateral

UNIT 2, 7505 KIMBEL ST, MISSISSAUGA ONTARIO CA L5S1A7

# 3. Locations of Collateral

UNIT 2, 7505 KIMBEL ST, MISSISSAUGA ONTARIO CA L5S1A7



SCHEDULE "C"
(DESCRIPTION OF PROPERTY)





E-FORM 812 (05/2015) RETENTION - M

**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 2399295 ONTARIO INC. (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 \$500,000.00 Five Hundred Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Prime Interest Rate of the Bank 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 when received in trust for the Bank and forthwith when received in the Bank, the

affidavit of NEVIA LELIM G sworn before me, this 30TH day of NOVEMBER 20.17

A COMMISSIONER FOR TAKING AFFIDAVITS

Page 1 of 4



E-FORM 812 (05/2015)

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 or confirmed in writing by the Bank to be cancelled.
- (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.
- 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.P.S.A.
Provices
except
Ontario.)

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

(18)	The	Und	dersigned	hereby	waives	Undersigned's	right to	receive a	в сору	of any	Financing	Statement	or	Financing
Change	State	emei	nt registe	red by t	he Bank.									
EXECUT	ED t	his	JUNE	15	201	<del>7</del> _								
			(MONTH	(DAY)	(YFAR)									

IN THE PRESENCE OF	Alles	
Witness Signature :	TAHIR MAHMOOD	
SIVA GURRAPPAQI	18 Tall	
Witness Signature :	MOHAMMAD KHATTAK	
SIVA GURRAPPEDI		
Witness Signature:	** *** *** *** *** *** *** *** *** ***	
Name:		
Witness Signature :		
Name:		

insert the full name and address of guarantor (Undersigned above).

TAHIR MA	14 MOON - 5U	TE 10	107, SOOI	FINCHAVE	W, NORTH	YORK ,	ON :	MPM	349
МОНАММАО	KHATTAK-	79	HOPKINSO	N CRES,	AJAX, ON	١ - ١	T4E	1	

Full name and address

E-FORM 812 (05/2015)

(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
guaranter is
not a
corporation

# THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA) CERTIFICATE OF BARRISTER AND SOLICITOR

guaranter not a corporation	1 HERENY CON	RTIFY THAT:											
	(1)					, the guarantor in the guarantee							
	dated	made	between	ROYAL	BANK	OF CANADA and							
	noted upon, appea	red in person before m	e and acknowled	ged that he/she	, which had executed	this certificate is attached to or I the guarantee;							
	(2) I satisfied understands it.	d myself by examination	on of the guaran	tor that he/she	is aware of 1	the contents of the guarantee and							
	CERTIFIED by		nf										
	in the Province of	Alberta, this		day of _	, 20_								
					Signature								
Guaranto o sign in oresence	r		STATEMENT	OF GUARAN	NTOR								
of Barrister and	I am the perso	on named in the certific	ate _										
Solicitor)	•		_		Signati	ure of Guarantor							
	THE SAS			TION 31)		TENT OF GUARANTEE							
	I HEREBY CER	TIFY THAT:											
	guarantor in the guaranteed to or note	(1) of in the Province of , guarantor in the guarantee dated made between ROYAL BANK OF CANADA and , which this certificat attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;											
	(2) I satisfied understands it.	myself by examination	on of the guarant	or that he/she	is aware of t	he contents of the guarantee and							
	(3) I have not and I am not other	(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) lacknowle	edge that the guarantor	signed the follow	wing "Statemen	t of Guaranto	r" in my presence.							
	Gìven at	this	under m	y hand and sea	of office								
		ED WHERE NOTARY GNS CERTIFICATE)		A LAWYER OR A NOTARY PUBLIC IN AND FOR									
			STATEMENT	OF GUARAN	ITOR								
	1 :	am the person named i	n the certificate .										
					Signatu	re of Guarantor							

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

PAGE

REPORT : PSSR060 4850)

CERTIFICATE

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:

BUSINESS DEBTOR TYPE OF SEARCH

: 2399295 ONTARIO INC.

SEARCH CONDUCTED ON

22NOV 2017 FILE CURRENCY FAMILY (IES). 31 PAGE(S),

178

ENQUIRY NUMBER 20171123165434.83 CONTAINS

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.

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

This is Exhibit

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referred to in the 

A COMMISSIONER FOR TAKING AFFIDAVITS

CYBERBAHN, A THOMSON REUTERS BUSINESS

333 BAY STREET, STE. 400 TORONTO ON MSH 2R2

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

REPORT : PSSR060 PAGE : 2 ( 4851)

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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	TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2392295 ONTARIO FILE CURRENCY : 22NOV 2017	FORM 1C FINANCING STATEMENT /	FILE NUMBER 730565154	CAUTION PAGE TOTAL FILING NO. OF PAGES 01 002	DATE OF BIRTH	NAME BUSINESS NAME	ADDRESS	DATE OF ELECTH DEBTOR NAME BUSINESS NAME		SECURED PARTY /	LIBN CLAIMANT ADDRESS	COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUIP	YEAR WAKE MOTOR 2013 FREIGHTLINER VEHICLE	13 GENERAL 14 COLLATERAL 15 DESCRIPTION	REGISTERING	ADDRESS	
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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AGENT

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

CERTIFICATE

REPORT : PSSR060 4853) PAGE

SEARCH CONDUCTED ON :: BUSINESS DEBTOR SEARCH CONDUCTED ON :: 2399295 ONTARIO INC. FILE CURRENCY :: 22NOV 2017 RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

FORM IC FINANCING STATEMENT // CLAIM FOR LIEN

REGISTERED REGISTRATION UNDER PERIOD 6110 NUMBER 20170711 1932 1531 MOTOR VEHICLE REGISTRATION SCHEDOLE CAUTION PAGE TOTAL
PILING NO OF PAGES
01 002 FILE NUMBER 729703728 00 01

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ONTARIO CORPORATION NO BUSINESS NAME ADDRESS NAME

MISSISSAUGA 2680 MATHESON BLVD E, STE 500 DAIMLER TRUCK FINANCIAL ADDRESS SECURED PARTY / LIEN CLAIMANT 08 60

L4W 0A5

NO

DATE OF NO FIXED MATURITY DATE AMOUNT MOTOR, VEHICLE.
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

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MODEL YEAR MAKE 2018 FREIGHTLINER MOTOR VEHICLE

DESCRIPTION REGISTERING

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BURNABY CANADIAN SECURITIES REGISTRATION SYSTEMS 4126 NORLAND AVENUE ADDRESS

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\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED BARTY, \*\*\*

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Ontario (crj1fs 09/2013)

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

REPORT : PSSR060 4854)

> ENQUIRY RESPONSE CERTIFICATE

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

SEARCH CONDUCTED ON : FILE CURRENCY

BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

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REGISTERED REGISTRATION UNDER PERIOD UNDER NUMBER 20170711 1932 1531 6110 MOTOR VEHICLE REGISTRATION SCHEDULE NUMBER TOTAL PAGES 002 NO. OF 02 PAGE FILE NUMBER 729703728 CAUTION FILING

ONTARIO CORPORATION NO: ONTARIO CORPORATION NO. MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION INITIAL SURNAME SURNAME INITIAL FIRST GIVEN NAME FIRST GIVEN NAME BUSINESS NAME ADDRESS BUSINESS NAME ADDRESS DATE OF BIRTH DATE OF BIRTH SECURED PARTY / LIEN CLAIMANT DEBTOR DEBTOR NAME NAME

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

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

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REPORT : PSSR060

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CERTIFICATE BUSINESS DEBTOR 2399295 ONTARIO INC. TYPE OF SEARCH SEARCH SEARCH CONDUCTED ON : ID : 20171123165434.83 RUN NUMBER: 327 RUN DATE: 2017/11/23

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER 728608968

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FILE CURRENCY

L5S 1A7 M2P 0A4 ONTARIO CORPORATION NO: ONTARIO CORPORATION NO. REGISTERED REGISTRATION PERIOD 5 NO FIXED
MATURITY DATE Ö UNDER P PPSA OR DATE OF MATURITY MISSISSAUGA TORONTO 20170609 1938 1531 7596 SURNAME MOTOR VEHICLE REGISTRATION AMOUNT INITIAL SURNAME CONSUMER MOTOR VEHICLE GOODS: INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED:

X X X X INITIAL 36 YORK MILLS ROAD, 4TH FLOOR SCHEDULE UNIT 2, 7505 KIMBEL ST ROYAL BANK OF CANADA 2399295 ONTARIO INC. FIRST GIVEN NAME FIRST GIVEN NAME PAGES 004 TOTAL BUSINESS NAME ADDRESS ADDRESS BUSINESS NAME ADDRESS COLLATERAL CLASSIFICATION CAUTION PAGE NO, OF 01 DATE OF BIRTH DATE OF BIRTH SECURED PARTY / LIEN CLAIMANT FILING DEBTOR DEBTOR NAME NAME

THE ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, IN ALL GOODS, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR MODEL YBAR MAKE DESCRIPTION COLLATERAL MOTOR VEHICLE GENERAL

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CANADIAN SECURITIES REGISTRATION SYSTEMS 4126 NORLAND AVENUE ADDRESS REGISTERING AGENT

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(crj1fs 09/2013) REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETES MOBILIÈRES

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BURNABY

Ontario

# PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY RECISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

REPORT: PSSR060 PAGE: 7

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OR	o INC.		
BUSINESS DEBTOR	SEARCH CONDUCTED ON .: 2399295 ONTARIO INC.	22NOV 2017	
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FILE NUMBER 728608968	CAUTION PAGE TOTAL FILING NO. OF PAGES 02 004	DATE OF BIRTH DEBTOR NAME BUSINESS NAME	ADBRESS:	DATE OF BIRTH PROPERTY  NAME BUSINESS-NAME	ADDRESS	SECURED PARTY / LIEN CLAIMANT ADDRESS	COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUIPME	MOTOR WAKE VEHICLE	GENERAL ON BEHALF OF DEBT COLIATERAL ACCRETIONS THERES DESCRIPTION WITHOUT LIMITATIC	REGISTERING
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CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES

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

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Ontario 8

REPORT : PSSR060 4857)

CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON: 2399295 ONTARIO INC. FILE CURRENCY : 22NOV 2017 ID : 20171123165434.83 RUN NUMBER: 327 RUN DATE: 2017/11/23

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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ONTARIO CORPORATION NO: BUSINESS NAME ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT DEBTOR NAME

V.T.N. MODEL YEAR MAKE MOTOR 10 11

m Inventory equipment accounts other included

CONSUMER

GOODS

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EQUIPMENT, ALL DEBTS, ALL DEBDS, DOCUMENTS, WRITINGS, PAPERS, BOOKS OF ACCOUNT AND OTHER BOOKS RELATING TO OR BEING RECORDS OF DEBTS, OWNED OR ACQUIRED BY OR ON BEHALF OF DEBTOR, ALL INVENTORY, ALL DESCRIPTION COLLIATERAL VEHICLE GENERAL 13 14 15

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

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: PSSR060 REPORT PAGE

> CERTIFICATE TYDE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON 3 2399295 ONTARIO INC. FILE CURRENCY 22NOV 2017

ID : 20171123165434.83 RUN NUMBER: 327 RUN DATE: 2017/11/23

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 728608968 00

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ONTARIO CORPORATION NO. ADDRESS ADDRESS BUSINESS NAME SECURED PARTY / LIEN CLAIMANT DEBTOR NAME

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CHATTEL PAPER OR DOCUMENTS OF TITLE, ALL CONTRACTUAL RIGHTS AND INSURANCE CLAIMS AND ALL GOODWILL, PATENTS, TRADEMARKS, COPYRIGHTS, AND OTHER INDUSTRIAL PROPERTY. COLLATERAL DESCRIPTION GENERAL

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ADDRESS REGISTERING AGENT 16 17

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

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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REPORT : PSSR060 PAGE : 10 4859)

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ID : 20171123165434.83 RUN NUMBER: 327 RUN DATE: 2017/11/23

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ONTARIO CORPORATION NO: ON LSS1A7 16С0Н9 ON LITY E1 ONTARIO CORPORATION NO. NO FIXED MATURITY DATE NO O.R DATE OF MATURITY MISSISSAUGA MARKHAM SURNAME AJAX MOTOR VEHICLE AMOUNT. INCLUDED SURNAME KHATTAK 53980 INITIAL INITIAL HONDA CANADA FINANCE INC. GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER 2399295 ONTARIO INC. 2 - 7505 KIMBEL ST 79 HOPKINSON CRES FIRST GIVEN NAME FIRST GIVEN NAME MOHAMMAD 180 HONDA BLVD ADDRESS BUSINESS NAME ADDRESS BUSINESS NAME ADDRESS COLLATERAL CLASSIFICATION COLLATERAL DATE OF BIRTH DATE OF BIRTH 30MAY1981 SECURED PARTY / LIEN CLAIMANT DEBTOR NAME DEBTOR NAME

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SECUREFACT TRANSACTION SERVICES, INC.

300 - 365 BAY STREET ADDRESS

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

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RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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: PSSR060 4860) REPORT

12 M5H 2V1 ONTARIO CORPORATION NO. CONTINUED... MATURITY OR MATURITY DATE ON NO FIXED \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\* CORRECT 22DEC2021 DATE OF REGIETERED TORONTO TO REMOVE DEBTOR 2399295 ONTARIO INC. FROM THE REGISTRATION. 2) TO UNCHECK THE EQUIPMENT BOX IN THE COLLATERAL CLASSIFICATION. 000000217348684 UNDER SURNAME RENEWAL YEARS INITIAL SURNAME AMOUNT NUMBER 20171121 1659 5064 0695 CHANGE REQUIRED
A AMENDMENT 53980 SECUREFACT TRANSACTION SERVICES, INC. REGISTRATION MOTOR VEHICLE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED INITIAL 365 BAY STREET, SUITE 300 FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT ASSIGNOR. SECURED PARTY/1.IEN.CLAIMANT/ASSIGNEE NO SPECIFIC PAGE AMENDED 2399295 ONTARIO INC. PAGE TOTAL MOTOR VEHICLE
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#### PROVINCE OF ONTARIO

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MINISTRY OF GOVERNMENT SERVICES	REPORT
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ENQUIRY RESPONSE	
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CATE				2 5227	SURNAME	80	BRAMPTON	SURNAME SHAH	BRAMPTON	JID.	SURREY	AMOUNT DATE OF MATURITY OR	UCKAR0620EB702797 1GRAA0622EB702798	ACCESSIONS, IMPROVEMENTS THERETO, Y OR INDIRECTLY FROM	LTD.	SURREY
CERTIFICATE	OR IO INC.	ING STATEMENT / CLAIM FOR LIEN		MOTOR VEHICLE SCHEDULE	FIRST GIVEN NAME INITIAL 8	8075654 CANADA INC.	29 CONTINENTAL ROAD	FIRST GIVEN NAME INITIAL S NAJIULLAH	29 CONTINENTAL ROAD	COAST CAPITAL EQUIPMENT FINANCE LTD.	800-9900 KING GEORGE BLVD.	IPICATION MOTOR VEHICLE INVENTORY BOUIPMENT ACCOUNTS CTHER INCLUBED X X	MODEL CLASSIC REPFER CLASSIC REFFER	TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM	COAST CAPITAL EQUIPMENT FINANCE LTD	800-9900 KING GEORGE BLVD.
	TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON: 2399295 ONTAKIO INC. ELLE CURRENCY:: 22NOV 2017	FORM 1C FINANCING STATEMENT /	FILE NUMBER 720795474	CAUNION PAGE TOTAL FILING NO, OF PAGES 01 003	DATE OF BIRTH	NAME BUSINESS NAME	ADDRESS		ADDRESS	<b>***</b>	LIEN CEAIMANI ADDRESS	COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY SQUIF	YEAR MAKE 1 MOTOR 2014 GREAT DANE 2 WEHTCLE 2014 GREAT DANE	GENERAL COLLATBRAE DESCRIPTION	REGISTERING ACENIT	
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\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*

REPORT : PSSR060

ENQUIRY RESPONSE

RUN DATE: 2017/11/23 ID: 20171123165434.83

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RUN NUMBER: 327

CERTIFICATE

ONTARIO CORPORATION NO. ONTARIO CORPORATION NO. REGISTERED REGISTRATION DATE OF NO FIXED MATURITY DATE PERIOD 5 UNDER P PPSA DATE OF NUMBER 20160921 1008 1462 5227 SURNAME SURNAME MOTOR VEHICLE REGISTRATION V. I. W. MOTOR VEHICLE AMOUNT FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN INITIAL INITIAL GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED SCHEDULE MODEL FIRST GIVEN NAME FIRST GIVEN NAME TOTAL PAGES 003 TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON : 2399295 ONTARIO INC. PILE CURRENCY : 22NOV 2017 BUSINESS NAME ADDRESS ADDRESS BUSINESS NAME ADDRESS COLLATERAL CLASSIFICATION NO. OF DATE OF BIRTH DATE OF BIRTH YEAR MAKE PAGE FILE NUMBER 720795474 CONSUMER SECURED PARTY // LIEN CLAIMANT CAUTION DEBTOR DEBTOR NAME NAME

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

800-9900 KING GEORGE BLVD. ADDRESS

COAST CAPITAL EQUIPMENT FINANCE LTD.

REGISTERING AGENT

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

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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REPORT : PSSR060

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CERTIFICATE BUSINESS DEBTOR
2399295 ONTARIO INC.
22NOV 2017

ID : 20171123165434.83 RUN NUMBER: 327 RUN DATE: 2017/11/23

TYPE OF SEARCH
SEARCH CONDUCTED ON

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REGISTERED REGISTRATION UNDER P PPSA 5 NUMBER 20160921 1008 1462 5227 MOTOR VEHICLE REGISTRATION SCHEDULE TOTAL PAGES 003 NO. OF 03 PAGE FILE NUMBER 720795474 CAUTION FILING 00 0

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COAST CAPITAL EQUIPMENT FINANCE LTD. 800-9900 KING GEORGE BLVD. ADDRESS COLLATERAL DESCRIPTION REGISTERING

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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15 REPORT : PSSR060 PAGE

ONTARIO CORPORATION NO.
ON LISSIA7 MATURITY OR MATURITY DATE NO FIXED CORRECT PERIOD PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE DATE OF MISSISSAUGA REGISTERED UNDER SURNAME INITIAL SURNAME RENEWAL YEARS AMOUNT NUMBER 20170316 1707 1462 9572 CHANGE REQUIRED E TRANSFER CERTIFICATE TOTAL MOTOR VEHICLE REGISTRATION
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REGISTERING AGENT OR
ADDRESS MAKE YEAR COLLATERAL MOTOR VEHICLE

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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16 REPORT : PSSR060 4865) PAGE

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> > RUN DATE : 2017/11/23 ID : 20171123165434.83

RUN NUMBER: 327

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TYPE OF SEARCH SEARCH CONDUCTED

V5c6A7 ONTARIO CORPORATION NO. DATE OF NO FIXED MATURITY DATE g BC CORRECT \*\*\* FOR FURTHER INPORMATION, CONTACT THE SECURED PARTY. NORTH YORK BURNABY RENEWAL YEARS SURNAME WAHMOOD V.I.N. AMOUNT SURNAME NAJIULLAH NUMBER 20170316 1707 1462 9572 CHANGE REQUIRED E TRANSFER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE INTTIAL INITITY TFG FINANCIAL CORPORATION 501 - 4180 LOUGHEED HIGHWAY PORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT 3 NO SPECIFIC PAGE AMENDED 1007-3001 FINCH AVE FIRST GIVEN NAME FIRST GIVEN NAME TAHIR ASSIGNOR SECURED PARTX/AIEN CLAIMANT/ASSIGNEE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 720795474 SHAH ADDRESS ADDRESS COLLATERAL CLASSIFICATION CONSUMER BUSINESS NAME RECISTERING AGENT OR SECURED PARTY/ ADDRESS BUSINESS NAME PAGE AMENDED DATE OF BIRTH FILE NUMBER MAKE 05MAY1963 OTHER CHANGE REASON/ YEAR COODS LIEN CLAIMANT DESCRIPTION TRANSFEREE DESCRIPTION REFERENCE TRANSFEROR RECORD COLLATERAL REFERENCED MOTOR VEHICLE FILE CURRENCY DEBTOR/ DEBTOR/ GENERAL 04/07 25 26 27 28 02 03 06 29 90 10 11 12 13 14 15 17 01 22 23

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DES SÜRETES MOBILIÈRES

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17 4866) REPORT : PSSR060 PAGE

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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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ENQUIRY RESPONSE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

RUN DATE : 2017/11/23 ID : 20171123165434.83

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003 20170316 1707 146 GOODS INVENTORY ROUTEMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE INITIAL TFG FINANCIAL CORPORATION 501 - 4180 LOUGHEED HIGHWAY 19788 WILLOUGHBY ROAD NO SPECIFIC PAGE AMENDED RIRST GIVEN NAME FIRST GIVEN NAME MOHAMMAD ASSIGNOR... SECURED PAPIX/LIEN CLAIMANT/ASSIGNEE 720795474 DESCRIPLATION AGENT OR ADDRESS. ADDRESS ADDRESS COLLATERAL CLASSIFICATION BUSINESS NAME BUSINESSNAME NO. OF 03 PAGE AMENDED DATE OF BIRTH FILE NUMBER MAKE CAUTION PAGE 30MAY1981 OTHER CHANGE YEAR FILING CONSTIMER LIEN CLAIMANT REFERENCE DEBTOR/ TRANSFEROR DESCRIPTION TRANSFEREE COLLATERAL RECORD REFERENCED DEBTOR/ MOTOR VEHICLE GENERAL REASON/ 04/07 25 26 27 28 02/ 05/ 06 29 11 11 11 11 11 11 11 11 11 08 10

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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

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18 REPORT : PSSR060 PAGE

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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

ONTARIO CORPORATION NO.
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CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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

RECISTERING AGENT OR SECURED PARTY/ ADDRESS

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SECURED PARTY/ LIEN CLAIMANT

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PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

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TROVING OF CIVILBIA	MINISTRY OF GOVERNMENT SERVICES	PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM	ENQUIRY RESPONSE	CERTIFICATE				
	RUN NUMBER : 327	RUN DATE : 2017/11/23	ID : 20171123165434.83		TYPE OF SEARCH . BUSINESS DEBTOR	SEARCH CONDUCTED ON : 2399295 ONTARIO INC.	FILE CURRENCY : 22NOV 2017	

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

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TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON 2399295 ONTARIO INC. FILE CURRENCY 2017

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*  (crj2fs 09/2013)

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CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

TYPE OF SEARCH

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ENQUIRY RESPONSE

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REGISTERING AGENT. OR
ADDRESS LIEN CLAIMANT COLLATERAL GENERAL VEHICLE 

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

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√Ontario ⊗ (cri2fs 09/2013)

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

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REGISTERED REGISTRATION UNDER PERIOD

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FILE NUMBER 720014373

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FORM IC FINANCING STATEMENT // CLAIM FOR LIEN

BUSINESS DEBTOR
2399295 ONTARIO INC.
22NOV 2017

TYPE OF SEARCH SEARCH CONDUCTED ON

FILE CURRENCY

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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ONTARIO CORPORATION NO.

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BUSINESS NAME

DATE OF BIRTH 05MAY1963

DEBTOR

NAME

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3001 FINCH AVENUE WEST 2098143 ONTARIO INC.

ADDRESS

REPORT : PSSR060

PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

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

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES 25 CONTINUED ...

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CERTIFICATE

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BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

SEARCH CONDUCTED ON FILE CURRENCY

ONTARIO CORPORATION NO: ONTARIO CORPORATION NO. REGISTERED REGISTRATION PERIOD MATURITY OR MATURITY DATE S NO FIXED UNDER DATE OF NUMBER 20160826 1655 1793 6861 MILTON MILTON V, I.N. MOTOR VEHICLE AMOUNT SURNAME KHATTAK MOTOR VEHICLE REGISTRATION SURNAME KHATTAK INITIAL A INTTIAL INCLUDED SCHEDULE MODEL INVENTORY EQUIPMENT ACCOUNTS OTHER FIRST GIVEN NAME MOHAMMAD FIRST GIVEN NAME MOHAMMAD 784 CABOT TRAIL 784 CABOT TRAIL PAGES 8 TOTAL ADDRESS ADDRESS ADDRESS BUSINESS NAME BUSINESS NAME COLLATERAL CLASSIFICATION NG. OF 003 DATE OF BIRTH 30MAY1981 DATE OF BIRTH YEAR MAKE PAGE 30MAY1981 FILE NUMBER 720014373 SECURED PARTY / LIEN CLAIMANT CONSUMER COODS CAUTION DEBTOR DEBTOR NAME MOTOR VEHICLE NAME

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

(crj1fs 09/2013) REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜHETÉS MOBILIÈRES

CERTIFIED BY/CERTIFIÉES PAR

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PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

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

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CERTIFICATE TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON 2399295 ONTARIO INC. FILE CURRENCY : 22NOV 2017 RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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REGISTERED REGISTRATION UNDER PERIOD UNDER NUMBER 20160826 1655 1793 6861 MOTOR VEHICLE REGISTRATION SCHEDULE NUMBER PAGES 8 CAUTION PAGE TOTAL
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V.T.N MODEL YEAR MAKE VEHICLE 17 PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DESCRIPTION COLLATERAL GENERAL

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ADDRESS REGISTERING AGENT 16 17

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

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

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O BY/CERŢIFIÉES PAR REGISTTAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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ENQUIRY RESPONSE CERTIFICATE

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

TYPE OF SEARCH SEARCH CONDUCTED ON +

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BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), DESCRIPTION COLLATERAL GENERAL

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\*\*\* FOR FURTHER INFORMATION. CONTACT THE SECURED BARTY. \*\*\*

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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REPORT : PSSR060

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CERTIFICATE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83 Ö TYPE OF SEARCH SEARCH CONDUCTED FILE CURRENCY

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RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. COLLATERAL DESCRIPTION GENERAL

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REGISTERING AGENT 16 17

ADDRESS

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

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

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X SURNAME INITIAL FORM IC FINANCING STATEMENT / CLAIM FOR LIEN INTUIAL E. 3RD FLR. 7505 KIMBEL STREET, SUITE # 2 SCHEDULE MODEL VALIGAT: 670 REGISTRY = RECOVERY INC. VNL64T-670 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER 2399295 ONTARIO INC. 238 WELLINGTON ST. 1551 THE QUEENSWAY FIRST GIVEN NAME PIRST GIVEN NAME VFS CANADA INC NO. OF PAGES 01 004 BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 CAUTION PAGE TOTAL FILING NO OF PAGES ADDRESS ADDRESS BUSINESS NAME ADDRESS BUSINESS NAME ADDRESS COLLATERAL CLASSIFICATION DATE OF BIRTH DATE OF BIRTH YEAR MAKE 2014 VOLVO 2014 VOLVO FILE NUMBER 718379325 SECURED PARTY / LIEN CLAIMANT CONSUMER SEARCH CONDUCTED ON FILE CURRENCY DESCRIPTION REGISTERING COLLATERAL DEBTOR DEBTOR NAME MOTOR. VEHICLE GENERAL AGEINT NAME 05 80 60 10 11 13 14 16 17 00 01 02 04 07

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETES MOBILIÈRES

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/Ontario 68

SEARCH CONDUCTED ON

TYPE OF SEARCH

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

CERTIFICATE

4881)

REPORT : PSSR060

MOTOR VEHICLE REGISTRATION RECISTERED REGISTRATION SCHEDULE NUMBER UNDER PERIOD NUMBER 20160706 1637 8077 2007 FORM IC FINANCING STATEMENT / CLAIM FOR LIEN BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 TOTAL PAGES 004 NO. OF 02 CAUTION PAGE FILING NO: FILE NUMBER 718379325 FILE CURRENCY

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ONTARIO CORPORATION NO: ONTARIO CORPORATION NO. MATURITY DATE NO FIXED MATURITY OR DATE OF INITIAL SURNAME INITIAL SURNAME MOTOR VEHICLE MOUNT INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED FIRST GIVEN NAME FIRST GIVEN NAME ADDRESS BUSINESS NAME BUSINESS NAME ADDRESS ADDRESS COLLATERAL CLASSIFICATION COLLANDRY DATE OF BIRTH DATE OF BIRTH SECURED BARTY / COODS DEBTOR NAME DEBTOR NAME

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REGISTERING AGENT 16 17

DESCRIPTION

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

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES Ontario %

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ENOUIRY RESPONSE

33 4882) REPORT : PSSR060 PAGE

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

CERTIFICATE

MOTOR VEHICLE REGISTRATION RECISTERED REGISTRATION SCHEDULE NUMBER UNDER EBRIOD NUMBER 20160706 1637 8077 2007 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN SCHEDULE TOTAL PAGES 004 TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON 12399295 ONTARIO INC. FILE CURRENCY 22NOV 2017 NO. OF 03 PAGE FILE NUMBER 718379325 CAUTION FILING

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ONTARIO CORPORATION NO: ONTARIO CORPORATION NO. INITIAL SURNAME SURNAME INITIAL FIRST GIVEN NAME FIRST GIVEN NAME ADDRESS BUSINESS NAME ADDRESS BUSINESS NAME ADDRESS COLLATERAL CLASSIFICATION DATE OF BIRTH DATE OF BIRTH SECURED PARTY // DEBTOR NAME DEBTOR NAME

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

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RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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REPORT : PSSR060 PAGE

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FILE NUMBER 718379325

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REGISTRATION

FORM 4C MOTOR VEHICLE SCHEDULE

BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

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(crj4fs 09/2013) REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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

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REPORT : PSSR060 PAGE : 35 ( 4884)

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

BUSINESS DEBTOR
2399295 ONTARIO INC.
22NOV 2017

TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

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CAUTION FILING BEGGED	REFERENCED PAGE. AMENDED	3 REFERENCE 4 DESTOR/ TRANSFEROR	25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 DEBTOR/ 052/ 037 TRANSFEREE BUSINESS NAME 06 44/07 ADDRESS	29 ASSIGNOR. SECURED PARTY/LIEN-CLAIMANT/ASSIGNEE 08 ADDRESS COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUIPMENT	MOTOR 2034 VEHICLE 2014 GENERAL COLLATERAL	15 HECKSTEINON 16 HECKSTERING AGENT OR 17 SECURED PARTY/ ADDRESS LIEN CLAIMANT
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CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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

(crj2/s 09/2013)

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

REPORT : PSSR060 PAGE : 36 ( 4885)

SEARCH CONDUCTED ON : 2399295 ONTARIO IN ELLE CURRENCY   22NOV 2017   2100	CERTIFICATE	ات.	IM FOR LIEN		MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION SCHEDULE NUMBER ONDER PERIOD 20160704 1411 1901 7325 P PPSA 03	T GIVEN NAME INTUIAL SURNAME	1295 ONTARIO INC	#2 MISSISSAUGA	T GIVEN NAME  A KHATTAK  ONTABLO ODPORATION NO.	AJAX	TPINE LEASING CAPITAL CORPORATION	) DIXIE ROAD MISSISSAUGA ON L5T 1A6	MOTOR VEHICLE AMOUNT DATE OF NO FIXED ACCOUNTS OTHER INCLUDED X 45000	MODEL REFERR	ACCESSIONS AND GOODS ATTACHED OR PERTAINING TO THE SERIAL. BERED PROPERTY DESCRIBED HEREIN, ADD PROCEEDS DESCRIPTION NOTED	SYSTEMS INC.	- 1325 POLSON DR. VERNON BC VIT 8H2	*** TO DIMENSION TANADAMANDERS OF BILL OFFICE OFFIC
	200000000000000000000000000000000000000	BD ON :	*******	NUMBER 250346	TOTAL OF PAGES	DAT	BUST	*ADDRESS 7505 KIMBEL ST UNIT	DATE OF 30MAY1 BUSI	ADDRESS 79 HOPKINSON CRES			AL CLASSIFICATION ONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS CTHER X	year mate 2010 great dane	ALL NUM ABO	ING AVS SYSTEMS INC.		HEBEHTER CHOCKS ** ** ** ** ** ** ** ** ** ** ** ** **



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PROVINCE OF ONTARIO
MINISTRY OF GOVERNWENT SERVICES
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REPORT : PSSR060 PAGE : 37 ( 4886)

ENQUINY NESPONSE CERTIFICATE		
ID : 201/1123165434.83	<u>م</u>	FIRE CORRENCE :: 22NOV 2017

			CONTARIO CORRORATION NO.		ON L7N3J5	MATURITY DATE	ON L7N3J5
REGISTERED UNDER 1897	RENEWAL CORRECT D YEARS PERIOD MF				BURL INGTON	Y OR	BURLINGTON
// CHANGE STATEMENT MOTOR VEHICLE REGISTRATION SCHEDULE 105 1462	EC. PAGE AMENDED CHANGE R D ASSI	2399295 ONTARIO INC	EIRST GIVEN NAME INITIAL SURNAME		TPINE LEASING CAPITAL CORPORATION SIGNEE CLÉ LEASING ENTERPRISE L'ID 104-3390 SOUTH SERVICE ROAD MOTOR WEHICLE	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MAKE MODEL	CLE LEASING ENTERPRISE LTD. 3390 SOUTH SERVICE RD, SUITE 104 BURLINGTON **** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY
ANCING CHANGE SI N PAGE NO OF OTHER WITHERP	GE AMENDED	REFERENCE BUSINESS NAME 23 TRANSFEROR	CTHER CHANGE REASON DESCRIPTION DESCRIPTION DATE OF BIRTH TRANSPEREE BUSINESS NAME	04/07 ADDRESS	ASSICNOR, SECURED PARTY/LIEN CLAIMANT/ASSIGNEE CLE LEASING ADDRESS 104-3390 SC COLLATERAL CLASSIFICATION COMMENTER	2923283	AL. JON INC. AGENT. OR. PARTWY/ADDRESS IMANT

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

REPORT: PSSR060 PAGE: 38 ( 4887)

				REGISTERED REGISTRATION UNDER PESA 04		ONTARIOSCOPPORATIONSNOS	ON L5S 1A7		ONTARIO CORPORATION NO:	ON E3T 4E1		ON LST 1A6	NO FIXED OR MATURITY DATE		in the second se	₩, '	BC V1T 8H2	X. *** CONTINUED 39
CERTIFICATE				LE REGISTRATION NUMBER 20160704 1412 1901 732	INITIAL SURNAME		MISSISSAUGA	Initial Surname A KHATTAK		AJAX	CORPORATION	MISSISSAUGA	MOTOR-VEHICLE AMOUNT DATE OF R INCLUDED MATURITY ( X 162000	WENNESS 30 BM 9 4 7 0 3 1 U X V S 3 5 3 2 BM 9 9 4 7 0 3	ACCESSIONS AND GOODS ATTACHED OR PERTAINING TO THE SERIAL ERED PROPERTY DESCRIBED HEREIN, ADD PROCEEDS DESCRIPTION NOTED E		VERNON	FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY
	TOR TIO INC.	// CLAIM FOR LIEN			FIRST GIVEN NAME	2399295 ONTARIO INC	7505 KIMBEL ST UNIT #2	FIRST GIVEN NAME MOHAMMAD		79 HOPKINSON CRES	TPINE LEASING CAPITAL CORPORATION	6050 DIXIE ROAD	ATION MORY EQUIPMENT ACCOUNTS OTHER Y	MODEL VS3 VS3	ACCESSIONS AND GOODS ATTACHED OR PERTAINING ERED PROPERTY DESCRIBED HEREIN, AND PROCEEDS E	AVS SYSTEMS INC.	201 - 1325 POLSON DR.	*** FOR FURTHER INFOI
	TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2399295 ONTARIO INC	FORM 1C FINANCING STATEMENT	FILE NUMBER 718250409	CAUTION PAGE TOTAL FILING NO. OF PAGES 001 2	DATE OF BIRTH	NAME BUSINESS NAME	ADDRESS		NAME DOSTMEND WATE	ADDRESS	SECURED PARTY /	DIEN CHAIRANI ADDRESS	COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUI	YEAR WAKE	GENERAL ALL COLLATERAL NUMB DESCRIPTION ABOV	REGISTERING	2000	
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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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REPORT : PSSR060 PAGE : 39

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

CERTIFICATE

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REGISTRATION

FORM 4C MOTOR VEHICLE SCHEBULE

FILE NUMBER 718250409

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BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

SEARCH CONDUCTED ON: STLE CURRENCY

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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

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

REPORT : PSSR060 PAGE : 40 ( 4889)

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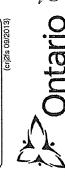
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CERTIFICATE 2399295 ONTARIO INC. 22NOV 2017 NG CHANGE STATEMENT // CHANGE STATEMENT	MOTOR VEHICLE REGISTRATE SCHEDULE 20160712 1705 0409 CLEIC PAGE AMENDED CHANGE R TRST GIVEN NAME INITIAL 399295 ONTARIO INC.	FIRST GIVEN NAME LALES	EN-CLAIMANT/ASSIGNEE  CLE-LEASING-ENTERPRISE LTD.  ADDRESS 3390 SOUTH SERVICE RD, SUITE 104  IFICATION  MOTOR, VEHICLE.  INVENTORY BOUITPMENT ACCOUNTS OTHER INCLUDED  MAKE	CLE LEASING ENTERPRISE LTD. 3390 SOUTH SERVICE RD, SUITE 104
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CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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



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REPORT : PSSR060

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

CERTIFICATE

L58 1A7 L1T 4E1 LST 1A6 ONTARIO CORPORATION NO: ONTARIO CORPORATION NO. REGISTERED REGISTRATION UNDER PERIOD DATE.OF. NO.FIXED.
MATURITY OF. MATGRITY DATE PERIOD 05 NO UNDER P PPSA V\_T.N.: 1GRAA0623DW702025 1GRAA0620CW700845 MISSISSAUGA MISSISSAUGA ALL ACCESSIONS AND GOODS ATTACHED OR PERTAINING TO THE SERIAL NUMBERED PROPERTY DESCRIBED HEREIN, ADD PROCEEDS DESCRIPTION NOTED 20160628 1118 1901 6569 AJAX MOTOR VEHICLE REGISTRATION SURNAME MOTOR VEHICLE AMOUNT SURNAME KHATTAK 125495 TPINE LEASING CAPITAL CORPORATION FORM IC FINANCING STRIEMENT / CLAIM FOR LIEN INITIAL INITIBI INCLUDED SCHEDULE #5 7505 KIMBEL ST UNIT GOODS INVENTORY BOUTPMENT ACCOUNTS OTHER REEFER 2399295 ONTARIO INC REEFER FIRST GIVEN NAME 79 HOPKINSON CRES FIRST CIVEN NAME MOHAMMAD 6050 DIXIE ROAD TYPE OF SPARCH BUSINESS DEBTOR SEARCH CONDUCTED ON 2399295 ONTARIO INC. FILE CURRENCY 2017 PAGES TOTAL BUSINESS NAME ADDRESS ADDRESS BUSINESS NAME ADDRESS COLLATERAL CLASSIFICATION YEAR MAKE
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2012 GREAT DANE NO. OF DATE OF BIRTH 30MAY1981 DATE OF BIRTH PAGE ABOVE FILE NUMBER 718086618 SECURED PARTY / CONSUMER CAUTION FILING DESCRIPTION COLLATERAL DEBTOR DEBTOR VEHICLE GENERAL MOTOR NAME NAME

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AVS SYSTEMS INC.

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

REPORT : PSSR060 PAGE : 42 ( 4891)

				RECISTERED RECISTRATION UNDER 4		CNTARTO CORPORATION NO. ON L5S1A7		ONITARTOSCORPORATIONSNOS	ON M9M3 A9		ON L7N3J5	NO FIXED OR MATURITY DATE				ON L7N3J5	Y, ***
E L				ION 1462 0738	SURNAME	MTSSTSSAHGA		SURNAME MAHMOOD	NORTH YORK		BURLINGTON	AMOUNT DATE OF MAUGHTRY	V.T.N. 4V4NC9EJ2BN533058	, COMPONENTS, ID OTHER EQUIPMENT IN WITH ANY OF THE		BURLINGTON	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, ***
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	BUSINESS DEBTOR ON 2399295 ONTARIO INC 22NOV 2017	FORM 1C FINANCING STATEMENT	MBER 408	PAGE NO. OF 01	DATE OF BIRTH	ADDRESS	3	DATE OF BIRTH 05MAY1963 BUSINESS NAME	ADDRESS	/ AT	ADDRESS	CLASSIFICATION UMER DS INVENTORY EQ	YEAR MAKE 2011 VOLVO	90600000000000		ADDRESS	
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PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

BUSINESS DEBTOR
2399295 ONTARIO INC.

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 717477408

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RUN DATE: 2017/11/23 ID: 20171123165434.83

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

11T4E1 ONTARIO CORPORATION NO. ONTARIO CORPORATION NO. REGISTERED REGISTRATION DATE OF NO FIXED MATURITY DATE PERIOD UNDER P PPSA DATE OF FOREGOING EQUIPMENT AND ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR NUMBER 20160608 1705 1462 0738 AJAX AJAX Volume MOYOR VEHICLE RECISTRATION SCHEDULE NUMBER MOTOR VEHICLE AMOUNT SURNAME KHATTAK SURNAME KHATTAK INITIAL A INITIAL INCLUDED CLE LEASING ENTERPRISE LTD 79 HOPKINSON CRESCENT 79 HOPKINSON CRESCENT MODEL GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER FIRST GIVEN NAME FIRST GIVEN NAME MOHAMMAD MOHAMMAD ABID PAGES TOTAL ADDRESS BUSINESS NAME ADDRESS ADDRESS BUSINESS NAME COLLATERAL CLASSIFICATION NO. OF 02 DATE OF BIRTH 30MAY1981 DATE OF BIRTH YEAR MAKE PAGE 30MAY1981 SECURED PARTY / CONSUMER CAUTION FILING REGISTERING DESCRIPTION COLLATERAL DEBTOR DEBTOR VEHICLE GENERAL AGENT MOTOR NAME NAME

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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BURLINGTON

3390 SOUTH SERVICE RD, SUITE 104

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

Ontario 🗸 (crj1fs 09/2013)

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

REPORT : PSSR060 PAGE : 44 ( 4893)

				REGISTERED REGISTRATION UNDER PERSON 4	ONTARIO	ON LIT4E1		ONTARIO			NO PIXED OR MATURITY DATE				ON L7N3J5
CATE				0	SURNAME KHATTAK	AJAX	SURNAME				AMOUNT DATE OF MATURITY	N. II.			BURLINGTON
CERTIFICATE	INC.	JAIM FOR LIEN		MOTOR VEHICLE RECIETRATION SCHEDULE 20160608 1705 1462	SIRST CIVEN NAVE MOHAMMAD	79 HOPKINSON CRESCENT	RIRST CIVEN NAME INITIAL				AOTOR VEHICLE INCLUDED	JEGODE		CLE LEASING ENTERPRISE LTD.	3390 SOUTH SERVICE RD, SUITE 104 BURLINGTON
	TYPE OF SEARCH BUSINESS DESTOR SEARCH CONDUCTED ON :: 2399295 ONTARIO I ELLE CURRENCY :: 22NOV 2017	FORM 1C TIMANGING STATEMENT / CLAIM FOR LIEN	FILE NUMBER 717477408	CAUTION PAGE TOTAL FILING NO. OF PAGES 03 003	DATE OF BIRTH FIR DEBTOR 30MAY1981 MOH NAME BUSINESS NAME	ADDRESS: 79		NAME BUSTNESS NAME	ADDRESS	SECURED PARTY / LIEN CLAIMANT ADDRESS	COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY BOUIPMENT ACCOUNTS OTHER	MOFIOR WAKE WEHICLE	GENERAL COLLATERAL DESCRIPTION	REGISTERING CLE	ADDRESS
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\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*



ENQUIRY RESPONSE

REPORT : PSSR060 PAGE : 45

CERTIFICATE

ID : 20171123165434.83 RUN NUMBER: 327 RUN DATE: 2017/11/23

TYPE OF SEARCH

REGISTERED REGISTRATION
UNDER PERIOD
54 P PPSA 5 NUMBER 20160509 1004 1462 2254 SURNAME TOTAL MOTOR VEHICLE RECISTRATION PAGES

PAGES SCHEDULE NUMBER

003 INTLIAL FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FIRST GIVEN NAME BUSINESS DELLC... 2399295 ONTARIO INC. 22NOV 2017 NO. OF 01 DATE OF BIRTH CAUTION PAGE FILING NO. ( FILE NUMBER 716451696 SEARCH CONDUCTED ON FILE CURRENCY DEBTOR

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L5S1A7 ONTARIO CORPORATION NO. L7N3J5 ONTARIO CORPORATION NO. NO FIXED MATURITY DATE ö CONSUMER MOUNT DATE OF GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MISSISSAUGA MISSISSAUGA BURLINGTON SURNAME 3390 SOUTH SERVICE RD, SUITE 104 INITIAL CLE LEASING ENTERPRISE LTD. 2399295 ONTARIO INC. FAST TRACK ALLIANCE FIRST GIVEN NAME 7505 KIMBLE ST. 7505 KIMBLE ST. ADDRESS BUSINESS NAME BUSINESS NAME ADDRESS ADDRESS COLLATERAL CLASSIFICATION
CONSUMER DATE OF BIRTH SECURED PARTY / DEBTOR NAME NAME

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V.T.N. 4V4NC9EJ0BN533057 MODEL YEAR MAKE 2011 VOLVO VEHICLE MOTOR 11

TOGETHER WITH ALL ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR KIND FURNISHED IN CONNECTION WITH ANY OF THE COLLATERAL DESCRIPTION GENERAL

BURLINGTON 3390 SOUTH SERVICE RD, SUITE 104 ADDRESS

CLE LEASING ENTERPRISE LTD.

REGISTERING

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

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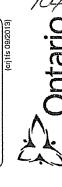


# PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

REPORT : PSSR060 PAGE : 46 ( 4895)

			REGISTERED REGISTRATION UNDER PERIOD 4 P PPSA 5	ONTARTO	ON LIT4E1	омплата. Омвровантоммд.	ON CONTROL OF THE STATE OF THE		NO FIXED Y OR MATTRITY DATE				ON L7N3J5	ARTY. *** CONTINUED 47
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	NG INC.			EIRST GIVEN NAME NOHAMMAD ABID	79 HOPKINSON CRES	FIRST GIVEN NAME MOHAMMAD	79 HOPKINSON CRES		FICATION NVENTORY EQUIPMENT ACCOUNTS OTHER	MODEL	PMENT AND ANY REPI	CLE LEASING ENTERPRISE LTD	3390 SOUTH SERVICE RD,	*** FOR FURTHE
	BUSINESS DEBTO 2399295 ONTARI 22NOV 2017		CAUTION PAGE TOTAL FILLING NO OF PAGES 03	DATE OF BIRTH 30MAY1981 BUSINESS NAME	ADDRESS		ADDRESS	ату / амт Address	CLASSTEICATION SUMER DDS INVENTORY EQUIE	YBAR MAKE	FOREGOING	Ö	ADDRESS	
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RUN DATE : 2017/11/23 ID : 20171123165434.83 RUN NUMBER: 327

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#### PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

REPORT : PSSR060

4896)

CERTIFICATE

ENQUIRY RESPONSE

L7N3J5 ONTARIO CORPORATION NO: ON LIT4E1 ONTARIO CORPORATION NO. MOTOR WEHICLE REGISTRATION REGISTERED REGISTRATION SCHEDULE NUMBER UNDER PERIOD 20160509 1004 1462 2254 P PPSA 5 MOTOR VEHICLE AMOUNT DATE OF NO FIXED MATURITY OR MATURITY DATE \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, .\*\*\* NO BURLINGTON NORTH YORK NUMBER 20160509 1004 1462 2254 SURNAME KHATTAK SURNAME MAHMOOD V.I.N. 3390 SOUTH SERVICE RD, SUITE 104 INITIAL INITIAL FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN CLE LEASING ENTERPRISE LTD. 1007-3001 FINCH AVE. W. GOODS INVENTORY BOULFMENT ACCOUNTS OTHER MODEL 79 HOPKINSON CRES FIRST GIVEN NAME TAHIR FIRST GIVEN NAME MOHAMMAD TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON : 2399295 ONTARIO INC. FILE CURRENCY 22NOV 2017 PAGE TOTAL NO. OF PAGES 03 003 ADDRESS ADDRESS ADDRESS BUSTNESS NAME ADDRESS BUSINESS NAME COLLATERAL CLASSIFICATION COLLARSINER DATE OF BIRTH DATE OF BIRTH 30MAY1981 YEAR MAKE CAUTION PAGE FILING NO. 05MAY1963 FILE NUMBER 716451696 SECURED PARTY / DESCRIPTION REGISTERING COLLATERAL DEBTOR VEHICLE DEBTOR GENERAL NAME AGENT NAME

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

REPORT : PSSR060 PAGE : 4897)

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RUN NUMBER: 327

4898) REPORT : PSSR060 PAGE

CERTIFICATE FORM IC FINANCING STATEMENT / CLAIM FOR LIEN BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 RUN DATE: 2017/11/23 ID: 20171123165434.83 TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION SCHROUM UNDER PERIOD NUMBER 20160428 1937 1531 4351 SCHEDULE NO. OF PAGES 02 002 TOTAL PAGE FILE NUMBER 716129667 CAUTION FILING

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

ONTARIO CORPORATION NO. MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION ADDRESS BUSINESS NAME NAME

MISSISSAUGA 2680 MATHESON BLVD. E, STE 500 ADDRESS SECURED PARTY /

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NO FIXED MATURITY DATE OR DATE OF MATURITY CONSUMER MOTORY SOUTPMENT ACCOUNTS OTHER INCLUDED COLLATERAL CLASSIFICATION

MODEL YBAR MAKE MOTOR VEHICLE

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DESCRIPTION RECISTERING COLLATERAL GENERAL AGENT 13 14 15 16 17

ADDRESS

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

CONTINUED ...

(cri1fs 09/2013) REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

CERTIFIED BY/CERTIFIÉES PAR

Ontario Col

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

REPORT : PSSR060 PAGE : 50 ( 4899)

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	OR IO INC.	/ CLAIM FOR LIEN			FIRST GIVEN NAME	A R TRANS LOGISTICS INC	612-3001 FINCH AVE	FIRST GIVEN NAME AZIZ	612-3001 FINCH A	BODKIN LEASING CORPORATION	102-1465 NORTH S	IFICATION INVENTORY EQUIPMENT ACCOUNTS OTHER X	MODEL. 780	ANT TO LEASE AGREEMENT 34720, ALL PRESENT AND PASSED BY LEASE AGREEMENT 34720 TOGETHER WITH SORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTION	JCLD ONLINE	16-1375 SOUTHDOWN	*** FOR FURTH
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES ENQUIRY RESPONSE

REPORT : PSSR060 PAGE : 51

CERTIFICATE

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

EXPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON : 2399295 ONTARIO INC. FILE CURRENCY 22NOV 2017

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 714072501

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MOTOR VEHICLE RECISTRATION SCHEDULE NUMBER TOTAL PAGE NO. OF P 002 CAUTION FILING

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH

BUSINESS NAME ADDRESS DEBTOR NAME

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ONTARIO CORPORATION NO.

ONTARIO CORPORATION NO.

INITIAL SURNAME FIRST GIVEN NAME DATE OF BIRTH DEBTOR

BUSINESS NAME NAME 05

ADDRESS

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ADDRESS SECURED PARTY / LIEN CLAIMANT 90 60

MOTOR VEHICLE AMOUNT DATE OF NO FIXED OF MATURITY DATE COLLATERAL CLASSIFICATION
CONSUMER
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MODEL YEAR MAKE VEHICLE MOTOR

IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, COLLATERAL DESCRIPTION GENERAL

ADDRESS REGISTERING AGENT 16 17

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

CONTINUED ...

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETES MOBILIÈRES

CERTIFIED BY/CERTIFIÉES PAR

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TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON : 2399295 ONTARIO INC. PILE CURRENCY : 22NOV 2017

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

CERTIFICATE

REPORT : PSSR060 PAGE : 52 ( 4901)

	REGISTERED REGISTRATION UNDER PERIOD		ONTERIO CORPORATION NO		ONTARIO CORPORATION NO.			NO FIXED. OR MATURITY DATE			TX+
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NCING STATEMENT	PAGE TOTAL NO. OF PAGES 003 4	E OF BIRTH	ADDRESS	OF BIRTH	BUSINESS NAME	AUURESS	ADDRESS	SSIFICATION R INVENTORY EQI	MAKE	INVENTORY, GOODS, RENTAL PAYMENTS, MONEY AND ALL PRO	ADDRESS
FORM IC FINANCING FILE NUMBER 714072501	CAUTION PAG FILING NO	DATE OF B DEBTOR BUSIN	**************************************	DA:			SECURED PARTY /	COLLATERAL CLASSIF CONSUMER GOODS IN	YEAR MAKE MOTOR VEHICLE	GENERAL COLLATERAL DESCRIPTION	REGISTERING AGKNT

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CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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

REPORT : PSSR060 PAGE : 53 ( 4902)

				RECISTERED REGISTRATION UNDER PERIOD	ONTARTOSCORPORALITONSNOS		ONTARIO CORPORABION NO.			NO.FIXED OR MATURIEN DATE			TX,***.
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CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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

REPORT : PSSR060 PAGE : 54 ( 4903)

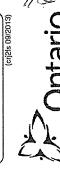
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: 201/1123165434.83	TYPE OF SEARCH 1: BUSINESS DEBTOR SEARCH CONDUCTED ON 2399295 ONTARIO INC. FILE CURRENCY 12NOV 2017 FORM 2C FINANCING CHAMGE STATEMENT // CHANGE STATEMENT	CAUTION PAGE TOTAL MO FILLING NO OF PAGES  001 4 714072501 REFERENCED PAGE AMENDED NO SPECIF REFERENCE RETAINSFEROR	REASON/ DESCRIPTION DESCRIPTION DEBTOR/ TRANSFEREE RUSINESS.NAME	ARTY/LI L. CLASS NSUMBR: CODS	VOLVO  PURSUANT TO I ENCOMPASSED I ACCESSORIES, ENT. OR ADDRESS
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# PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

REPORT: PSSR060 PAGE: 55 ( 4904)

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TCATE		REGISTBRED UNDER 5354 RENSWAL ED YEARS	SURNAME	SURNAME	LE	V. I. N.	IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERLYED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT,  T.OR ADDRESS.	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY
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	BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 : CHANGE STATEMENT / CHANGE	PAGE TOTAL MOTOR VEHICLE NO. OF PAGES SCHEDULE 002 4 2011 NUMBER 714072501 AMENDED NO SPECIFIC PAGE AMENDED	RIRST GIVEN NAME	PIRST GIVEN NAME.	EN-CLAIMANT/ASSIGNEE ADDRESS IFICATION INVENTORY EQUIPMENT ACCOUNTS OTHER		IMPROVEMENTS THERETO AND ALL ANY FORM DERIVED DIRECTLY OR COLLATERAL INCLUDING WITHOUT TORS ADDRESS	*** FOR F
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CERTIFIED BY/CERȚIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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(crj2fs 09/2013)

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

REPORT : PSSR060 PAGE : 56 ( 4905)

CERTIFICATE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 EYPE OF SEARCH SEARCH CONDUCTED ON SPILE CURRENCY

	D.	CORRECT PERTOD		ONTARIO CORPORATION NO.	DATE OF NO-FIXED MATURITY DATE		'n	D PARTY, ***
	ON REGISTERED UNDER 1616 5354	RENEWAL EQUIRED YEARS	SURNAME	SURNAME	Б.	VL.N.	INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANCIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE TO OR.	FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY
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(crj2fs 09/2013)

RUN NUMBER: 327

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CERTIFICATE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 RUN DATE: 2017/11/23 ID: 20171123165434.83 SEARCH CONDUCTED ON FILE CURRENCY

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

ONTARIO CORPORATION NO. DATE OF NO FIXED ANGUNT MATGRITY OR MATGRITY DATE CORRECT REGISTERED UNDER SURNAME RENEWAL YEARS SURNAME NUMBER 20160217 1210 1616 5354 CHANGE REQUIRED DAGE TOTAL MOTOR VEHICLE REGISTRATION
NO. OF PAGES SCHEDULE NUMBER
004 4 MOTOR VEHICLE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED INITIAL INITAL ASSIGNOR SECURED: PARTY/LIEN CLAIMANT/ASSIGNEE PAGE AMENDED NO SPECIFIC PAGE AMENDED FIRST GIVEN NAME FIRST GIVEN NAME 714072501 BUSINESS NAME ADDRESS ADDRESS BUSINESS NAME COLLATERAL CLASSIFICATION DATE OF BIRTH FILE NUMBER MAKE PAGE FILING CONSUMER CAUTION OTHER CHANGE REFERENCE DEBTOR/ DESCRIPTION TRANSFEROR TRANSFEREE RECORD REFERENCED REASON/ DEBTOR/ 04/07 25 26 27 28 02/ 03/ 53 08 10 01 22 23

PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING? 2014 VOLVO 670

DESCRIPTION

COLLATERAL

111 112 113 114 115 116

GENERAL

MOTOR VEHICLE

DESCRIPTION
REGISTERING AGENT OR ADDRESS SECURED PARTY/ LIEN CLAIMANT \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\* 

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

√ Ontario €

CERTIFIED BY/CERTIFIÉES PAR

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REPORT : PSSR060 PAGE : 58 ( 4907)

 RUN NUMBER : 327
 MINISTRY OF GOVERN

 RUN DATE : 2017/11/23
 PERSONAL PROPERTY SECURITY

 ID : 2017/1123165434.83
 ENQUIRY RE

 TYPE OF SEARCH
 BUSINESS DEBTOR

 SEARCH CONDUCTED ON
 2399295 ONTARIO INC.

 PILLE CURRENCY
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PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE		H: REGISTERED DINDER DI	RENEWAL CORRECT NURRD YEARS PERIOD	SURWAME		SURNAME KHATTAK ONTARIOCORPORATIONNO.	AJAX ON LIT 4E1		DATE OF NO FIXED AMOUNT MATURITY OR MATURITY DAIR	VI.N
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> 09 \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*

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BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017	ING CHANGE STATE
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PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES

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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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> ENQUIRY RESPONSE CERTIFICATE

> > RUN DATE : 2017/11/23 ID : 20171123165434.83

RUN NUMBER: 327

TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

BUSINESS DEBTOR
2399295 ONTARIO INC.
22NOV 2017

ONTARIO CORPORATION NO.

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PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

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TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

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CERTIFICATE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

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BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 TYPE OF SEARCH SEARCH CONDUCTED ON PILE CURRENCY

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REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT DESCRIPTION COLLATERAL MOTOR VEHICLE GENERAL 11 12 13 14 15 17

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

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

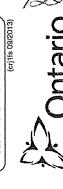
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# PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL, PROPERTY SECHETTY REGISTRATION SYSTEM

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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
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(crj1fs 09/2013)

PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

ENQUIRY RESPONSE

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CERTIFICATE

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ONTARIO CORPORATION NO. ONTARIO CORPORATION NO. REGISTERED REGISTRATION UNDER PERIOD NUMBER 20160216 1430 1616 5324 TOTAL MOTOR VEHICLE REGISTRATION PAGES SCHEDULE NUMBER INITIAL SURNAME SURNAME FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN INITIAL FIRST GIVEN NAME FIRST GIVEN NAME BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 BUSINESS NAME BUSINESS NAME ADDRESS NG. OF 003 DATE OF BIRTH DATE OF BIRTH PAGE FILE NUMBER 714076236 STAPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY CAUTION FILING DEBTOR DEBTOR NAME NAME

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COLLATERAL CLASSIFICATION CONTURER

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INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE COLLATERAL DESCRIPTION

REGISTERING AGENT 17 16

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

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

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

ONTARIO CORPORATION NO. L5J 2Z1 MATURITY OR MATURITY DATE NO NO FIXED CORRECT MISSISSAUGA DATE OF MISSISSAUGA REGISTERED UNDER P PPSA SURNAME RENEWAL YEARS TO ADD ONE NEW BUSINESS DEBTOR AND TWO INDIVIDUAL DEBTORS TO FILE SURNAME V.I.N. FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT AMOUNT NUMBER 20170612 1138 1616 6487 CHANGE REQUIRED
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**Ontario** 

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

CERTIFICATE

\* BUSINESS DEBTOR 2399295 ONTARIO INC.

TYRE OF SEARCH SEARCH CONDUCTED ON PILE CURRENCY

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

22NOV 2017

ONTARIO CORPORATION NO.
ON LIT 4E1 MATURITY OR MATURITY DATE NO FIXED CORRECT DATE OF REGISTERED UNDER SURNAME KHATTAK V.I.N. RENEWAL YEARS AJAX SURNAME AMOUNT 20170612 1138 1616 6487 CHANGE REQUIRED INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED TOTAL MOTOR VEHICLE REGISTRATION PAGES SCHEDULE NUMBER MOTOR VEHICLE INITIAL INITIAL FORM 2C FINANCING CHANGE STATEMENT // CHANGE STATEMENT NO SPECIFIC PAGE AMENDED FIRST GIVEN NAME FIRST GIVEN NAME 79 HOPKINSON CRES MOHAMMAD ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 714076236 ADDRESS ADDRESS COLLATERAL CLASSIFICATION BUSINESS NAME BUSINESS NAME NO. OF PAGE AMENDED DATE OF BIRTH 30MAY1981 FILE NUMBER MAKE CALTION PAGE FILING NO. OTHER CHANGE COODS DEBTOR/ TRANSFEREE REFERENCE DESCRIPTION REFERENCED TRANSFEROR COLLATERAL DEBTOR/ REASON/ GENERAL RECORD 04/07 03/ 25 26 27 28 02/ 05 23 29 90 01 22 11 11 11 11 11 11 11 11

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RECISTERING AGENT OR SECTION PARTY

DESCRIPTION

LIEN CLAIMANT

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Ontario

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

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CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2399295 ONTARIO INC. PILE CURRENCY : 22NOV 2017

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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

: PSSR060 REPORT

4920)

CERTIFICATE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

TYRE OF SEARCH
SEARCH CONDUCTED ON
PILE CURRENCY

REGISTERED UNDER 6487 NUMBER 20170612 1138 1616 TOTAL MOTOR VEHICLE REGISTRATION PAGES SCHEDULE NUMBER NO. OF PAGE CAUTION

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

PERIOD CORRECT RENEWAL YBARS CHANGE REQUIRED NO SPECIFIC PAGE AMENDED 714076236 PAGE AMENDED FILE NUMBER REFERENCED RECORD 01 22

SURNAME INITIAL FIRST GIVEN NAME

BUSINESS NAME REPERENCE DESTOR/ TRANSFEROR 23

DATE OF BIRTH 30MAY1981 OTHER CHANGE REASON/ DESCRIPTION DEBTOR/ 02/ 05

INITIAL FIRST GIVEN NAME MOHAMMAD BUSINESS NAME 03/ TRANSFEREE

8 19788 WILLOUGHBY ADDRESS

04/07

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ONTARIO CORPORATION NO.
ON LIK 1V1

CALEDON

SURNAME KHATTAK

.ASSICNOR... SECURED:PARTY/LIEN.CLAIMANT/ASSIGNEE

ADDRESS

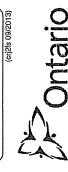
DATE OF NO FIXED MATURITY DATE AMOUNT MOTOR VEHICLE INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER COLLATERAL CLASSIFICATION -CONSUMER COODS

MAKE YEAR MOTOR VEHICLE 11 12 13 14 15 17

DESCRIPTION COLLATERAL GENERAL

REGISTERING AGENT OR RECURED PARTY/ SECURED PARTY/ LIEW CLAIMANT

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



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CONTINUED ...

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES

CERTIFIED BY/CERTIFIÉES PAR

REPORT : PSSR060 4921)

> ENQUIRY RESPONSE CERTIFICATE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

ID : 20171123165434.83

TYPE OF SEARCH SEARCH CONDUCTED ON PILE CURRENCY

RUN NUMBER: 327 RUN DATE: 2017/11/23

PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

CORRECT PERIOD REGISTERED NUMBER 20170612 1138 1616 6487 RENEWAL YEARS SURNAME CHANGE REQUIRED TOTAL MOTOR VEHICLE REGISTRATION PAGES SCHEDULE NUMBER INTITAL FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT NO SPECIFIC PAGE AMENDED FIRST GIVEN NAME 714076236 NO. OF PAGE AMENDED FILE NUMBER CAUTION PAGE FILING REFERENCE RECORD REFERENCED

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BUSINESS NAME TRANSFEROR DEBTOR/ 23

FIRST GIVEN NAME MOHAMMAD BUSINESS NAME 02/ DATE OF BIRTH
05 DERTOR/ 30MAY1961
03/ TRANSFEREE "BUSINESS-W OTHER CHANGE DESCRIPTION REASON/ 25 26 27 28

SURNAME KHATTAK INITIAL ADDRESS 04/07

 $\mathbb{R}^{D}$ 19788 WILLOUGHBY

ONTARIO CORPORATION NO.

CALEDON

-ASSIGNOR. SECTRED PARTY/LIEN-CLAIMANT/ASSIGNEE

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MOTOR VEHICLE ADDRESS. COLLATERAL CLASSIFICATION CONSIMER

DATE OF NO FIXED MATURITY DATE V. L.N. AMOUNT INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER COODS

MAKE YEAR VEHICLE MOTOR

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DESCRIPTION
RECISIERING AGENT OR ADDRESS COLLATERAL GENERAL 11 12 13 14 15 17

LIEN CLAIMANT

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

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

CERTIFIED BY/CERTIFIÉES PAR

Ontario (crj2/s 09/2013)



Ontario

CERTIFIED BY/CERTIFIÉES PAR

ONTARIO CORPORATION NO.

NORTH YORK

1007-3001 FINCH AVE WEST

ADDRESS

BUSINESS NAME

TRANSFEREE

04/07

DEBTOR/

02/ 05 03/

DATE OF BIRTH

05MAY1963

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

ASSIGNOR

29

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ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

SURNAME MAHMOOD

INITAT

FIRST GIVEN NAME TAHIR

DATE OF NATURITY DATE

AMOUNT

CONGUMER MOTOR VEHICLE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

MODEL

MAKE

YEAR

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MOTOR VEHICLE

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

(crj2/s 09/2013)

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CONTINUED ...

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

DESCRIPTIONS
REGISTRELING AGENT OR ADDRESS

COLLATERAL

11 11 11 11 11 11 11 11

GENERAL

LIEW CLAIMANT

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

FORM 2C FINANCING CHANGE STATEMENT // CHANGE STATEMENT

CORRECT

RENEWAL YEARS

CHANGE REQUIRED

NO SPECIFIC PAGE AMENDED FIRST GIVEN NAME

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SURNAME

INITIAL

BUSINESS NAME

REFERENCE

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DEBTOR/ TRANSFEROR

OTHER CHANGE

DESCRIPTION

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REGISTERED

UNDER

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION
FILTING NO. OF PAGES SCHEDULE NUMBER
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FILE NUMBER

RECORD REFERENCED

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

73 4922)

REPORT : PSSR060 PAGE



REPORT : PSSR060 PAGE : 74 ( 4923)

2399295 ONTARIO INC. 22NOV 2017 RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83 TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

FORM 1C FINANCENG STATEMENT // CLAIM FOR LIBN

00	FILE NUMBER 714031848					
01	CAUTION	PAGE TOTAL NO. OF PAGES 001 4	AL MONOR VEHICLES		REGISTRATION REGISTERED NUMBER 20160212 1132 1616 5206 P PPSA	ERED REGISTRATION R PERIOD PPSA 06
02	DATE	ОР ВІКТН	FIRST GIVEN NAME	INIUITAL	SURNAME	
03	) (2000) (2000) (2000)	BUSINESS NAME	2399295 ONTARIO INC.			ONTAPTOSCOPPORAMICONSNOS
04		ADDRESS	7505 KIMBLE STREET		MISSISSAUGA	ON L5S 1A7
0.5	DEBTOR 301	DATE OF BIRTH 30MAY1981	FIRST GIVEN NAME MOHAMMAD	INITIAL A	SURNAME KHATTAK	
9		BUSLINESS NAME				ONTARIO CORPORATION NO.
0.3		ADDRESS	79 HOPKINSON CRESENT		AJAX	ON LIT 4E1
80	SECURED PARTY	,	BODKIN CAPITAL CORPORATION	ATION		
60	DIEN CDAIMAN	ADDRESS	102-1465 NORTH SERVICE RD	E RD E	OAKVILLE	ON L6H 1A7
10	COLLIATERAL CLAS CONSUMER GOODS	CO	IFICATION MOT INVENTORY EQUIPMENT ACCOUNTS OTHER X X	MOTOR VEHICLE FHER INCLUDED K	AMOUNT DATE OF MATURITY	NO FIXED OR WATURITY DATE
	XEAR.	MAKE	NODEE			
11	MOTOR 2013 t	OTILITY UTILITY	REBERER TRAILER REBFER TRAILER	RAILER RAILER	10YVS253XDM587712 10YVS2538FM190907	
13 14	GENERAL COLLATERAL DESCRIPTION	PURSUANT TO LE ENCOMPASSED BY ACCESSORIES,	PURSUANT TO LEASE AGREEMENT 89118, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 89118 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND	LL PRESENT TOGETHER I S, SUBSTITI	AND FUTURE EQUIPMENT WITH ALL ATTACHMENTS UTIONS, ADDITIONS AND	



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\*\*\* FOR EURTHER INFORMATION CONTACT THE SECURED PARTY. \*\*\*

L5J 2Z1

NO

MISSISSAUGA

16-1375 SOUTHDOWN RD STE 322

ADDRESS

JCLD ONLINE

REGISTERING



REPORT : PSSR060

CERTIFICATE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83 TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

FORM 1C FINANCING STATEMENT // CLAIM FOR LIEN

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REGISTERED REGISTRATION UNDER PERIOD NUMBER 20160212 1132 1616 5206 MOTOR VEHICLE REGISTRATION SCHEDULE NUMBER TOTAL PAGES NO. OF 002 PAGE FILE NUMBER 714031848 CAUTION PILING

ONTARIO CORPORATION NO: ő NORTH YORK SURNAME MAHMOOD INITIAL 1007-3001 FINCH AVENUE W FIRST GIVEN NAME TAHIR BUSINESS NAME ADDRESS DATE OF BIRTH 05MAY1963 DEBTOR NAME

ONTARIO CORFORATION NO. SURNAME INITIAL FAST TRACK ALLIANCE FIRST CIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME

MISSISSAUGA

7505 KIMBLE STREET

ADDRESS

ADDRESS

SECURED PARTY // LIEN CLAIMANT

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COLLATERAL CLASSIFICATION

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DATE OF MATURITY OR JONSUMER GOODS INVENTORY BOUTPMENT ACCOUNTS OTHER INCLUDED CONSUMER

MATURITY DATE

V. I.N.

NO FIXED

MODEL YEAR MAKE VEHICLE 11

IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERLING DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, DESCRIPTION COLLATERAL GENERAL

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REGISTERING AGENT 16 17

ADDRESS

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

76 CONTINUED ...

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES



REPORT: PSSR060 PAGE: 76

4925) ONTARIO CORPORATION NO:
ON LIT 4E1 ONTARIO CORPORATION NO. DATE OF NO FIXED MATURITY DATE RECISTERED REGISTRATION UNDER PERIOD \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\* INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE NUMBER 20160212 1132 1616 5206 AJAX V.I.N. MOTOR VEHICLE REGISTRATION MOTOR VEHICLE AMOUNT SURNAME KHATTAK SURNAME CERTIFICATE INITIAL INITIAL FORM IC FINANCING STATEMENT / CLAIM FOR LIEN INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED SCHEDULE 79 HOPKINSON CRESENT MODEL FIRST GIVEN NAME FIRST GIVEN NAME. MOHAMMAD BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 TOTAL PAGES ADDRESS ADDRESS ADDRESS BUSINESS NAME BUSINESS NAME ADDRESS COLLATERAL CLASSIFICATION COLLATERAL CLASSIFICATION NO. OF 003 DATE OF BIRTH DATE OF BIRTH 30MAY1981 PAGE YEAR MAKE RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83 TYPE OF SEARCH SEARCH SEARCH CONDUCTED ON CAUTION FILING FILE NUMBER 714031848 SECURED PARTY / COODS DESCRIPTION REGISTERING COLLATERAL DEBTOR DEBTOR VEHICLE FILE CURRENCY GENERAL AGEIVT NAME MOTOR NAME

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CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

Ontario

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CONTINUED ...

RUN NUMBER: 327 RUN DATE: 2017/11/23

: PSSR060 REPORT PAGE

4926)

CERTIFICATE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 ID : 20171123165434.83

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TYPE OF SEARCH SEARCH CONDUCTED C FILE CURRENCY

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

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ONTARIO CORPORATION NO: ONTARIO CORPORATION NO. REGISTERED REGISTRATION DATE OF NO FIXED MATURITY DATE PERIOD UNDER PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING? 2013 UTILITY REEFER TRAILER, 2015 UTILITY REEFER TRAILER NUMBER 20160212 1132 1616 5206 SURNAME V. I. N. MOTOR VEHICLE REGISTRATION MOTOR VEHICLE AMOUNT SURNAME INITIAL INITIAL INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED SCHEDULE MODEL FIRST GIVEN NAME FIRST GIVEN NAME TOTAL NO. OF PAGES 004 4 BUSINESS NAME ADDRESS ADDRESS BUSINESS NAME ADDRESS COLLATERAL CLASSIFICATION DATE OF BIRTH DATE OF BIRTH YEAR MAKE PAGE FILE NUMBER 714031848 CONSUMER SECURED PARTY . LIEN CLAIMANT GOODS CAUTION FILING COLLATERAL DEBTOR DEBTOR VEHICLE GENERAL NAME MOTOR NAME

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REGISTERING AGENT DESCRIPTION 16 13 15

ADDRESS

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

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES

CERTIFIED BY/CERTIFIÉES PAR

(crj1fs 09/2013)



CONTINUED ...

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

CERTIFICATE

REPORT: PSSR060 PAGE: 78

4927)

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2399295 ONTARIO INC. FILE CURRENCY : 22NOV 2017

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

	REGISTERED REGISTRATION UNDER PERIOD 95 P PPSA 06	S. CHECKER THE CHARLES OF CONTROL WITHOUT IN	ON LIT 4E1	онпарто. «Ор ворапном. Мо.	ON LITT 4E1		ON L6H 1A7	NO FIXED OR MATURITY DATE	
	REGISTRATION REGISTE: NUMBER 20160205 1145 1616 5095 P P	SURNAME	AJAX	SURNAME KHATTAK	AJAX		OAKVILLE	AMOUNT DATE OF MATURITY	V.T.N. TGRAA0620BW702982 1GRAA0627CW700843
	MOTOR VEHICLE SCHEDULE	FIRST GIVEN NAME INTITAL 2399295 ONTARIO INC.	79 HOPKINSON CRESENT	FIRST CIVEN NAME INITIAL MOHANMAD A	79 HOPKINSON CRESENT	BODKIN CAPITAL CORPORATION	102-1465 NORTH SERVICE RD E	SIFICATION  MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUBED  X X	MODEL REEFER REFFER
FILE NUMBER 713871954	CAUTION PAGE TOTAL NO. OF PAGES 001 4	DRTE OF BIRTH DESTOR	ADDRESS	DATE OF BIFTH 30MAY1961 NAME BUSINESS NAME	ADDRESS	SECURED PARTY /	Address	COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUIPM	YEAR WAKE 2010 GREAT DANE 2012 GREAT DANE
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NO

MISSISSAUGA

16-1375 SOUTHDOWN RD STE 322

ADDRESS

REGISTERING AGENT

16 17

JCLD ONLINE

PURSUANT TO LEASE AGREEMENT 89073, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 89073 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND

GENERAL COLLATERAL DESCRIPTION

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(crj1fs 09/2013)

CONTINUED ...

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

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

REPORT: PSSR060 PAGE: 79

794928)

CERTIFICATE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 ID : 20171123165434.83 RUN NUMBER : 327 RUN DATE : 2017/11/23 TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

ONTARIO CORPORATION NO: REGISTERED REGISTRATION UNDER PERIOD NUMBER 20160205 1145 1616 5095 MOTOR VEHICLE REGISTRATION SURNAME MAHMOOD FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN INITIAL SCHEDOLE FIRST GIVEN NAME TAHIR TOTAL PAGES BUSINESS NAME NO. OF 002 DATE OF BIRTH 05MAY1963 PAGE FILE NUMBER 713871954 CAUTION FILING DEBTOR NAME

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ONTARIO CORPORATION NO. DATE OF NO FIXED MATURITY DATE S NORTH YORK AJAX MOTOR VEHICLE AMOUNT SURNAME INITIAL INCLUDED 1007-3001 FINCH AVENUE W 79 HOPKINSON CRESENT INVENTORY EQUIPMENT ACCOUNTS OTHER FAST TRACK ALLIANCE PIRST GIVEN NAME ADDRESS BUSINESS NAME ADDRESS ADDRESS COLLATERAL CLASSIFICATION DATE OF BIRTH CONSUMER SECURED PARTY / LIEN CLAIMANT GOODS DEBTOR NAME

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V.T.V. MODEL YEAR MAKE MOTOR VEHICLE IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERLING DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT,

ADDRESS REGISTERING AGENT 16 17

DESCRIPTION

COLLATERAL

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GENERAL

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

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETES MOBILIÈRES

CERTIFIED BY/CERTIFIÉES PAR

Ontario

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CONTINUED...

PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

REPORT : PSSR060 PAGE : 80

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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

BUSINESS DEBTOR
2399295 ONTARIO INC.
22NOV 2017

TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

FILE NUMBER 713871954

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REGISTERED REGISTRATION UNDER PERIOD 5095 NUMBER 20160205 1145 1616 TOTAL MOTOR VEHICLE RECISTRATION PAGES SCHEDULE NUMBER SCHEDULE NO. OF 1 PAGE CAUTION FILING

ONTARIO CORPORATION NO: SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF SIRTH NAME DEBTOR 02 04

INITIAL SURNAME FIRST GIVEN NAME ADDRESS DATE OF BIRTH

BUSINESS NAME ADDRESS DEBTOR NAME

05

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ONTARIO CORPORATION NO.

08

ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 60

CONSUMER

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

MODEL

V.T.N.

YEAR MAKE VEHICLE MOTOR

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GENERAL

13 14 15

INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE COLLATERAL DESCRIPTION

REGISTERING ACENT 16

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ADDRESS

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

CONTINUED ...

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CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES



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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

TYPE OF STARCH SEARCH CONDUCTED ON FILE CURRENCY

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REPORT : PSSR060 PAGE

> CERTIFICATE BUSINESS DEBTOR
> 2399295 ONTARIO INC.
> 22NOV 2017

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

REGISTERED REGISTRATION UNDER PERIOD NUMBER 20160205 1145 1616 MOTOR VEHICLE REGISTRATION SCHEDOLE TOTAL PAGES NO. OF 004 PAGE FILE NUMBER 713871954 CAUTION PILING

SURNAME INTTER FIRST GIVEN NAME DATE OF BIRTH

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

ONTARIO CORPORATION NO. BUSINESS NAME ADDRESS SECURED PARTY / LIEN CLAIMANT DEBTOR NAME

DATE OF NO FLYED MATURITY DATE MOTOR VEHICLE AMOUNT
? INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER COLLATERAL CLASSIFICATION CONSUMER COODS

ADDRESS

V.I.N. MODEL YEAR MAKE VEHICLE 11

10

PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING? 2011 GREAT DANE REFFER, 2012 GREAT DANE REFFER GENERAL COLLATERAL DESCRIPTION 13 14 15

REGISTERING AGENT 16 17

ADDRESS

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

CONTINUED ...

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

REPORT : PSSR060 PAGE

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

FORM IC FINANCING STATEMENT // CHAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\*

FILE NUMBER 712879992

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ONTARIO CORPORATION NO: 2399295 ON M9M3A9 ONTARIO CORPORATION NO. 2098143 M9M2L4 REGISTERED REGISTRATION PERIOD 5 MATURITY DATE Z NO FIXED UNDER P PPSA DATE OF MATURITY OR V T N: 1UYVS2535GM795002 NORTH YORK NORTH YORK NUMBER 20151223 1401 1462 6400 TORONTO MOTOR VEHICLE REGISTRATION MOTOR VEHICLE AMOUNT
INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

X X X 122850 SOMERVILLE NATIONAL LEASING & RENTALS LTD SURNAME SURNAME 3001 FINCH AVENUE WEST SUITE 1007 3001 FINCH AVENUE WEST SUITE 1007 MODEL 53 UTILITY TRAILER INITIAL INITAL SCHEDULE 2399295 ONTARIO INC 2098143 ONTARIO INC. FIRST GIVEN NAME FIRST GIVEN NAME 75 ARROW ROAD TOTAL PAGES 003 BUSINESS NAME ADDRESS ADDRESS BUSINESS NAME ADDRESS COLLATERAL CLASSIFICATION NO. OF 01 DATE OF BIRTH DATE OF BIRTH PAGE YEAR MAKE 2016 REEFER SECURED PARTY / CONSUMER CAUTION FILING GCODS DEBTOR NAME MOTOR

UTILITY TRAILER VS2RA 53' TANDEM REEFER C/W NEW THERMO KING C-600 AND TRAILER BLADE SKIRTS VEHICLE GENERAL 11 13 14 15

COLLATERAL DESCRIPTION REGISTERING AGENT 16 17

SOMERVILLE NATIONAL LEASING & RENTALS LTD.

75 ARROW ROAD ADDRESS \*\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*

(crj1fs 09/2013) REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES

83

CONTINUED ...

CERTIFIED BY/CERTIFIÉES PAR

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NO

TORONTO

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

REPORT : PSSR060 PAGE : 83 ( 4932)

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

BUSINESS DEBTOR
2399295 ONTARIO INC.
22NOV 2017 \*\*\*\*\*\*\* TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

FORM 1C FINANCING STATEMENT // CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\*

FILE NUMBER 712879992

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11 12

	02 003		% %	20151223 1401 1462 6400	P PPSA 5
DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
NAME	BUSINESS NAME	1864158 ONTARIO INC.	,		CNT RETO CORPORATION 1864158
	ADDRESS	79 HOPKINSON CRESCENT		AJAX	ON LITTEI
DEBTOR	DATE OF BIRTH 30MAY1981	FIRST GIVEN NAME MOHAMMAD	INTERL	SURNAME KHATTAK	
	BUSINESS NAME				CANTARTA GOR BORDANTANA. MA
	ADDRESS	79 HOPKINSON CRESCENT		AJAX	ON LITTEI
SECURED PARTY LIEN CLAIMANT	ny / Ny Address				
COLLATERAL CLAS CONSUMER GOODS	CO	IFICATION MO INVENTORY EQUIPMENT ACCOUNTS OTHER	MOTOR VEHICLE HER INCLUDED	AMOUNT DATE OF MATURITY	NO FIXED
MOTOR VEHICLE	YEAR WAKE	NODEL		A. T. NE.	
GENERAL COLLATERAL DESCRIPTION					
REGISTERING.		SOMERVILLE NATIONAL LEASING & RENTALS LTD	EASING & RE	NTALS LTD.	CERTIFIED
	ADDRESS	75 ARROW ROAD		TORONTO	ON M9M2L4
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY	ORMATION, C	ONTACT THE SECURED PA	ARITY, ***



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CONTINUED ...

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CONTINUED ...

CERTIFIED BY/CERTIFIÈES PAR

M9M2L4

NO NO

TORONTO

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

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02

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BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

FORM IC EINANCING STATEMENT / CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\*

REGISTERED REGISTRATION UNDER PERTOD 5 20151223 1401 1462 6400 MOTOR VEHICLE REGISTRATION SCHEDIM:A TOTAL PAGES NG. OF 03 PAGE FILE NUMBER 712879992 CAUTION FILING

ONTARIO CORPORATION NO: ON M9M3A9 NORTH YORK SURNAME MAHMOOD SURNAME INITIAL INITIAL 1007-3001 FINCH AVENUE WEST FIRST GIVEN NAME FIRST GIVEN NAME TAHIR ADDRESS BUSINESS NAME DATE OF BIRTH DATE OF BIRTH 05MAY1963 DEBTOR DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO. ADDRESS ADDRESS SECURED PARTY / NAME

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

COLLATERAL CLASSIFICATION

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MODEL YEAR MAKE

V.I.N.

MOTOR VEHICLE

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ADDRESS COLLATERAL DESCRIPTION REGISTERING AGENT GENERAL 13 14 15 16 17

SOMERVILLE NATIONAL LEASING & RENTALS LTD.

75 ARROW ROAD

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

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES

143

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

REPORT: PSSR060 PAGE: 85 ( 4934)

		6050000000°	CONTARIO CORPORATION NO.	NO_FIXED MATURITY DATE	ON M9M2L4
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INC.	/ CHANGE STATEMENT	AGES SCHEDULE 2016U 12879992 O-SPECIFIC PAGE AMENDED	5900	EN CLAIMANT/ASSICNEE ADDRESS LFICATION MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MAKE MODEL	JER AR AR
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CERTIFIED BY/CERTIFIEES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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: PSSR060 REPORT PAGE

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

CERTIFICATE

ID : 20171123165434.83 RUN NUMBER: 327 RUN DATE: 2017/11/23

M9M2L4 ONTARIO CORPORATION NO. DATE OF NO FIXED.
MATURITY OR MATURITY DATE Ö CORRECT DATE OF REGISTERED TORONTO UNDER SURNAME SURNAME V.I.N. RENEWAL YEARS AMOUNT SOMERVILLE NATIONAL LEASING & RENTALS LTD. CHANGE REQUIRED C DISCHARGE NUMBER 20171110 1401 1462 TOTAL MOTOR VEHICLE REGISTRATION MOTOR VEHICLE R INCLUDED FORM 2C FINENCING CHANGE STATEMENT / CHANGE STATEMENT INITIAL INTTIME MODEL NO SPECIFIC PAGE AMENDED 2399295 ONTARIO INC. INVENTORY EQUIPMENT ACCOUNTS OTHER ASSIGNOR. SECURED PARTY/LIEN CLAIMANT/ASSIGNER FIRST GIVEN NAME FIRST GIVEN NAME PAGES SCHEDULE 75 ARROW ROAD 2399295 ONTARIO INC. 712879992 ADDRESS ADDRESS BUSINESS NAME BUSINESS NAME ADDRESS NO. OF PAGE AMENDED COLLATERAL CLASSIFICATION DATE OF BIRTH CAUTION PAGE FILING NO. O FILE NUMBER MAKE REGISTERING AGENT OR OTHER CHANGE -CONSUMER. TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY YEAR SECURED PARTY/ COODS LIEN CLAIMANT REFERENCE kecord Referenced DEBTOR/ TRANSFEROR TRANSFEREE DESCRIPTION DESCRIPTION COLLATERAL RECORD MOTOR VEHICLE DEBTOR/ REASON/ GENERAL 04/07 25 26 27 28 02/ 05/ 29 01 22 23 08 10 

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

Ontario (crj2fs 09/2013)

87 CONTINUED ...

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

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

ENQUIRY RESPONSE

REPORT : PSSR060 PAGE

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CERTIFICATE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\*

FILE NUMBER 712880001

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SEARCH CONDUCTED ON FILE CURRENCY

TYPE OF SEARCH

ONTARIO CORPORATION NO: 2399295 ONTARIO CORPORATION NO: 2098143
ON M9M3A9 M9M2L4 REGISTERED REGISTRATION PERIOD 5 MATURITY DATE Ö NO FIXED DATE OF MATURITY OR V.T.N. 10fVS2533GM795001 NORTH YORK NORTH YORK UTILITY TRAILER VS2RA 53' TANDEM REEFER C/W NEW THERMO KING C-600 6401 TORONTO NUMBER 20151223 1401 1462 MOTOR VEHICLE RECISTRATION MOTOR VEHICLE AMOUNT SOMERVILLE NATIONAL LEASING & RENTALS LTD SURNAME SURNAME 122850 3001 FINCH AVENUE WEST SUITE 1007 3001 FINCH AVENUE WEST SUITE 1007 MODEL: 530 UTILITY TRAILER INITIAL INITITI INVENTORY BOUTPMENT ACCOUNTS OTHER INCLUDED SCHEDULE 2098143 ONTARIO INC. 2399295 ONTARIO INC FIRST CIVEN NAME FIRST GIVEN NAME 75 ARROW ROAD AND TRAILER BLADE SKIRTS TOTAL PAGES 003 ADDRESS BUSINESS NAME BUSINESS NAME ADDRESS ADDRESS COLLATERAL CLASSIFICATION NO. OF DATE OF BIRTH DATE OF BIRTH YEAR MAKE 2016 REEFER PAGE CONSUMER GOODS COLLATERAL DESCRIPTION SECURED PARTY / LIEN CLAIMANT CAUTION FILING DEBTOR MOTOR VEHICLE DEBTOR GENERAL NAME NAME



M9M2L4

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TORONTO

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

SOMERVILLE NATIONAL LEASING & RENTALS LTD.

75 ARROW ROAD

ADDRESS

REGISTERING

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AGENT

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(crj1fs 09/2013)

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\*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\*

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 712880001

 PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON 2399295 ONTARIO INC. FILE CURRENCY : 22NOV 2017 RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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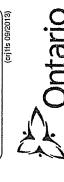
PROVINCE OF OWTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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	BUSINESS DEF 2399295 ONTA 22NOV 2017	CING STATEMENT		CAUTION PAGE TOTAL FILING NO. OF PAGES 03	DATE OF BIRTH 05MAY1963 BUSINESS NAME	ADDRESS	DATE OF BIRTH	BUSINESS NAME	ADDRESS	ADDRESS	SIFICATION INVENTORY BOUT	MAKE		\$300	ADDRESS	
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CAUTION FILING

FIRST GIVEN NAME

2399295 ONTARIO INC.

BUSINESS NAME

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OTHER CHANGE

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TOTAL MOTOR VEHICLE REGISTRATION PAGES SCHEDULE NUMBER

RORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON 2399295 ONTARIO INC. FILE CURRENCY : 22NOV 2017

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

ONTARIO CORPORATION NO.

SURNAME

INITIAL

FIRST GIVEN NAME

MATURITY OR MATURITY DATE

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MOTOR VEHICLE INCLUDED

INVENTORY EQUIPMENT ACCOUNTS OTHER

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

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YEAR

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PAGE

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

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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TORONTO

SOMERVILLE NATIONAL LEASING & RENTALS LTD.

75 ARROW ROAD

DESCRIPTION
REGISTERING AGENT OR
ADDRESS

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SECURED PARTY/ LIEN CLAIMANT

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Ontario 8th (crj2fs 09/2013)

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

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

REPORT PAGE

91 : PSSR060 4940)

M9M2L4 ONTARIO CORPORATION NO. DATE OF NO FIXED AMOUNT MATURITY DATE Ö CORRECT RECISTERED TORONTO UNDER SURNAME RENEWAL YEARS SURNAME SOMERVILLE NATIONAL LEASING & RENTALS LTD. CHANGE REQUIRED C DISCHARGE CERTIFICATE 20171110 1401 1462 TOTAL MOTOR VEHICLE REGISTRATION PAGES SCHEDULE NUMBER MOTOR VEHICLE
INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED TNITTAL INITIAL FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT NO SPECIFIC PAGE AMENDED 2399295 ONTARIO INC. FIRST GIVEN NAME FIRST GIVEN NAME 75 ARROW ROAD BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 712880001 ADDRESS BUSINESS NAME BUSINESS NAME ADDRESS ADDRESS PAGE AMENDED NO. OF COLLATERAL CLASSIFICATION FILE NUMBER DATE OF BIRTH MAKE CAUTION PAGE REGISTERING AGENT OR RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83 TYPE OF SEARCH SEARCH CONDUCTIED ON FILE CURRENCY OTHER CHANGE CONSUMER FILING GOODS 03/ TRANSFEREE DESCRIPTION DESCRIPTION TRANSFEROR RECORD REFERENCED REFERENCE COLLATERAL DEBTOR/ VEHICLE DEBTOR/ REASON/ GENERAL MOTOR

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

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Ontario (crj2fs 09/2013)

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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

REPORT: PSSR060 PAGE: 92 ( 4941)

CERTIFICATE	
	TYPE OF SEARCH :: BUSINESS DEBTOR SEARCH CONDUCTED ON : 2399295 ONTARIO INC. PIEE CURRENCY : 22NOV 2017

REGISTRATION HAS BEEN DISCHARGED **	N REGISTERED REGISTRATION UNDER PERIOD 085 8873 P PPSA 06		AJAX ON LIT 4E1		омправа дополитичного под под 193	NORTH YORK		KITCHENER ON N2G 2N4	NO FIXED NO FIXED MATURITY DATE  A TO THE WATURITY DATE  A TO THE THE TO THE THE TO TH	NOT NOT NOT 10 10 10 10 10 10 10 10 10 10 10 10 10			TORONTO ON M4G 4H7
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MENT / CLAIM FOR LIEN	TOTAL MOTO PAGES S	FIRST GIVEN NAME MOHAMMAD	SS 79 HOPKINSON CRES	FIRST GIVEN NAME	ME 2098143 ONTARIO INC	1007-3001 FINCH	RIORDAN LEASING INC.	SS 1158 KING ST. E	TION"  TORY EQUIPMENT ACCOUNTS OTHER  X	MODEL 53: TRA REBFER		D+H LIMITED PARTNERSHIP	939
FORM IC FINANCING STATEMENT // CLAIM FOR LIEN FILE NUMBER 710207523	CAUTION PAGE FILING NO. OF	DATE OF BLRTH DESTOR 30MAY1981 NAME BUSINESS NAME	ADDRESS	DATE OF	NAME BUSINESS NAME	ADDRESS	SECURED PARTY /		COLLATERAL CLASSIFICATION CONSUMER COODS INVENTORY :	MOTOR 2016 UTILITY VEHICLE 2016 TK C600	GENERAL COLLATERAL DESCRIPTION	REGISTERING	ADDRESS



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

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

TYPE OF SEARCH

93 4942)

CERTIFICATE BUSINESS DEBTOR

FORM IC FINANCING STATEMENT // CLAIM FOR LIEW \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\* 2399295 ONTARIO INC. 22NOV 2017 SEARCH CONDUCTED ON FILE CURRENCY

REGISTERED REGISTRATION PERIOD UNDER 20150923 1722 4085 8873 MOTOR VEHICLE REGISTRATION SCHEDULE TOTAL PAGES NO. OF PAGE 002 CAUTION FILING

FILE NUMBER 710207523

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SURNAME INITIAL 1864158 ONTARIO INC. FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 02 04

ONTARIO CORPORATION NO. 2399295 ONTARIO CORPORATION NO 1864158 ON L9T 3S4 ON LIT 4E1 MILTON AJAX SURNAME INITIAL 2399295 ONTARIO INC. FIRST GIVEN NAME 784 CABOT TRAIL BUSINESS NAME ADDRESS DATE OF BIRTH DEBTOR NAME

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ADDRESS SECURED PARTY / LIEN CLAIMANT 08 60

COLLATERAL CLASSIFICATION

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MATURITY DATE NO FIXED DATE OF MATURITY OR COODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED CONSUMER

MODEL YBAR MAKE VEHICLE MOTOR

V. I. N.

COLLATERAL DESCRIPTION REGISTERING GENERAL AGENT 16 13 14 17

ADDRESS

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

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

CERTIFIED BY/CERTIFIÉES PAR

Ontario (crj1fs 09/2013)

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

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BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEW \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\*

RECISTERED REGISTRATION UNDER PERIOD UNDER 8873 NUMBER 20150923 1722 4085 MOTOR VEHICLE RECISTRATION SCHEDULE NUMBER TOTAL NO, OF PAGES 003 3 PAGE FILE NUMBER 710207523 CAUTION FILING

SURNAME MAHMOOD INTUIAL FIRST GIVEN NAME TAHIR DATE OF BIRTH 05MAY1963

ONTARIO CORPORATION NO: ON M9M 3A9 NORTH YORK SURNAME INITIAL Ш 1007-3001 FINCH AVE FIRST GIVEN NAME ADDRESS BUSINESS NAME DATE OF BIRTH DEBTOR DEBTOR NAME

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME

ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / NAME

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

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V.I.N.

MODEL YEAR MAKE VEHICLE MOTOR

ADDRESS COLLATERAL REGISTERING GENERAL AGENT 16 17 13 14 15

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

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

CERTIFIED BY/CERTIFIÉES PAR

Ontario (crj1fs 09/2013)

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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

BUSINESS DEBTOR
2399295 ONTARIO INC.
22NOV 2017

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

TYPE OF SEARCH
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96 4945) REPORT: PSSR060 PAGE: 96

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

CERTIFICATE

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT BUSINESS DEBTOR
2399295 ONTARIO INC.
22NOV 2017 TYPE OF SEARCH
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	TION NO.	<u></u>	M4G 4H
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CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES

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

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

TYPE OF SEARCH
SEARCH CONDUCTED ON
PILE CURRENCY

\* BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

FORM 3C FINANCING CHANGE STATEMENT // CHANGE STATEMENT

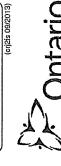
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PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

TYPE OF SEARCH SEARCH CONDUCTED ON

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REPORT : PSSR060

ENQUIRY RESPONSE

CERTIFICATE 2399295 ONTARIO INC. 22NOV 2017

FORM 2C FINANCING CHANGE STATEMENT // CHANGE STATEMENT

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Ontario 🔊 (crj2fs 09/2013) REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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

REPORT

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BUSINESS DEBTOR
2399295 ONTARIO INC.
22NOV 2017 RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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ADDRESS

REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT



PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

REPORT : PSSR060 PAGE : 100 ( 4949)

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BUSINESS DE	2399295 ONTARIO INC.	22NOV 2017	
TYPE OF SEARCH	SEARCH CONDUCTED ON :	FILE CURRENCY :	

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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REPORT : PSSR060

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CERTIFICATE

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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2399295 ONTARIO INC.
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ASSIGNOR SECURED PARTY/AFEN CLAIMANT/ASSIGNEE

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ONTARIO CORPORATION NO.

NOBLETON

36 PARK HEIGHTS TRAIL

ADDRESS

04/07 59

BUSINESS NAME

SURNAME MAHMOOD

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FIRST GIVEN NAME TAHIR

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

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PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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

LIEN CLAIMANT

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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BUSINESS DEBTOR
2399295 ONTARIO INC.
22NOV 2017 TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

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FILE NUMBER 709953552

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SOMERVILLE NATIONAL LEASING & RENTALS LTD.

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

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

REPORT: PSSR060 PAGE: 104 ( 4953)

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TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON : 2399295 ONTARIO INC. FILE CURRENCY : 22NOV 2017

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

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REPORT

BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

ONTARIO CORPORATION NO.
ON M9M3A9 ONTARIO CORPORATION NO. REGISTERED REGISTRATION DATE OF NO FIXED MATURITY OR MATURITY DATE PERIOD NORTH YORK 1841 SURNAME MAHMOOD 20150915 1404 1462 MOTOR VEHICLE REGISTRATION MOTOR VEHICLE AMOUNT GOODS INCLUDED SURNAME NUMBER INITIAL INITIAL FORM 1.C PINANCING STATEMENT // CLAIM FOR LIEW 1007-3001 FINCH AVENUE WEST SCHEDULE FIRST GIVEN NAME TAHIR FIRST GIVEN NAME TOTAL PAGES 003 ADDRESS BUSINESS NAME ADDRESS BUSINESS NAME ADDRESS COLLATERAL CLASSIFICATION NO, OF 03 DATE OF BIRTH DATE OF BIRTH PAGE 05MAY1963 FILE NUMBER 709953552 CONSUMER SECURED PARTY / CAUTION FILING DEBTOR NAME DEBTOR NAME

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ADDRESS GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT VEHICLE 16 13 14 15 17 11

SOMERVILLE NATIONAL LEASING & RENTALS LTD.

75 ARROW ROAD

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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REPORT: PSSR060 PAGE: 106

BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT TYPE OF SEARCH SEARCH CONDUCTED ON : PILE CURRENCY

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

CERTIFICATE

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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ONTARIO CORPORATION NO.
ON LITTEI MATURITY OR MATURITY DATE NO O NO FIXED CORRECT PERIOD DATE OF REGISTERED TORONTO UNDER RENEWAL YEARS SURNAME V.I.N. SURNAME AJAX AMOUNT SOMERVILLE NATIONAL LEASING & RENTALS LTD. 20151014 1710 1462 1535 CHANGE REQUIRED
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2399295 ONTARIO INC.
22NOV 2017 709953552 RECISTERING AGENT OR ACCUSESS BUSINESS NAME ADDRESS BUSINESS NAME ADDRESS PAGE AMENDED NO. OF COLLATERAL CLASSIFICATION DATE OF BIRTH FILE NUMBER MAKE PAGE OTHER CHANGE REASON/ DESCRIPTION -CONSUMBR YEAR TYPE OF SEARCH SEARCH CONDUCTED ON PILE CURRENCY CAUTION FILING COODS TRANSFEREE DESCRIPTION TRANSFEROR RECORD COLLATERAL REFERENCED REFERENCE MOTOR VEHICLE DEBTOR/ DEBTOR/ GENERAL 04/07 25 26 27 28 02/ 05 03/

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LIEN CLAIMANT

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

REPORT : PSSR060 PAGE : 108 ( 4957)

BUSINESS DEBTOR
2399295 ONTARIO INC.
22NOV 2017 RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83 TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

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	BUSINESS NAME	2399295 ONTARIO INC.			ONTERPRETATION OF DEPOSIT OF STATES	SMC00 23000E	
	ADDRESS	79 HOPKINSON CRES		AJAX	I NO	LIT 4E1	
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\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY... \*\*\*



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

: PSSR060 : 109 4958)

REPORT : PAGE :

CERTIFICATE BUSINESS DEBTOR
2399295 ONTARIO INC.
22NOV 2017 RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

TYPE OF SEARCH

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ONTARIO CORPORATION NON VALUE.DEB VALUE.DEB ONTARIO CORPORATION NO. VAI REGISTERED REGISTRATION UNDER PERIOD DATE OF NO FIXED WATURITY DATE ĸ FORM IC FINANCING STATEMENT // CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED NUMBER 20150825 1400 4085 8765 SURNAME MILTON V.I.N. MOTOR VEHICLE REGISTRATION MOTOR VEHICLE AMOUNT SURNAME INITIAL INCLUDED INITIAL SCHEDULE INVENTORY EQUIPMENT ACCOUNTS OTHER 1864158 ONTARIO INC. MODEL FIRST GIVEN NAME FIRST CIVEN NAME 784 CABOT TRAIL TOTAL PAGES ADDRESS ADDRESS BUSINESS NAME ADDRESS BUSINESS NAME ADDRESS COLLATERAL CLASSIFICATION NG. OF 002 DATE OF BIRTH DATE OF BIRTH YEAR MAKE PAGE FILE NUMBER 709293987 SECURED PARTY / LIEN CLAIMANT CONSUMER SEARCH CONDUCTED ON FILE CURRENCY GOODS CAUTION FILING GENERAL COLLATERAL DESCRIPTION REGISTERING DEBTOR DEBTOR VEHICLE NAME MOTOR AGENT NAME

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CERTIFIED BY/CERTIFIÈES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜHETES MOBILIÈRES

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\*\*\*\*\_FOR\_FURTHER\_INFORMATION; CONTACT.THE.SECURED.PARTY, \*\*\*

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(crj1fs 09/2013)

PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

CERTIFICATE

REPORT : PSSR060 PAGE

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

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

(crj2fs 09/2013)

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

CERTIFICATE

: PSSR060 4960)

REPORT PAGE

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

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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CERTIFICATE

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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Ontario (crj2fs 09/2013)

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

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TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

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CERTIFICATE BUSINESS DEBTOR 2399295 ONTARIO INC.

PORM 2C PINANCING CHANGE STATEMENT / CHANGE STATEMENT

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BUSINESS NAME OTHER CHANGE REASON/ DESCRIPTION REFERENCE DEBTOR/ TRANSPEROR 23

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NOBLETON 36 PARK HEIGHTS TRAIL, NOBLETON, ON, L7B ADDRESS

04/07

ONTARIO CORPORATION NO. 2098143
ON L78 0A3

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE ADDRESS COLLATERAL CLASSIFICATION 29 08

DATE OF NATURITY DATE MATURITY DATE AMOUNT INCLUBED INVENTORY EQUIPMENT ACCOUNTS OTHER COODS

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

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜHETÉS MOBILIÈRES

Ontario 717

TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

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CERTIFICATE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

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

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BUSINESS NAME ADDRESS TRANSPEREE ASSIGNOR

DEBTOR/

25 26 27 27 02/ 05

04/07 03/

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SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

ONTARIO CORPORATION NO.

DATE OF AMOUNT MOTOR VEHICLE ADDRESS COLLATERAL CLASSIFICATION CONSUMBR 90

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

FORM 1C FINANCING STATEMENT // CLAIM FOR LIEN BUSINESS DELCT... 2399295 ONTARIO INC. BUSINESS DEBTOR FILE NUMBER 709294131 TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

REGISTERED REGISTRATION UNDER PERIOD NUMBER 20150825 1405 4085 8766 MOTOR VEHICLE REGISTRATION SCHEDULE TOTAL PAGES NO. OF 002 PAGE CAUTION FILING

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

ONTARIO CORPORATION NO. VALUE.DEB NO INTTIAL SURNAME 1864158 ONTARIO INC. FIRST GIVEN NAME BUSINESS NAME ADDRESS DATE OF BIRTH DEBTOR

MILTON 784 CABOT TRAIL ADDRESS SECURED PARTY /

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

ADDRESS

V.T.N. MODEL YEAR MAKE

MOTOR

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GENERAL COLLATERAL DESCRIPTION REGISTERING VEHICLE AGENT 16 11 13 14 15

ADDRESS

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

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(crj1fs 09/2013) REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES

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Ontario

PROVINCE OF ONTARIO

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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE	CERTIFICATE			
RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83		WITH OF SEARCH BUSINESS DEBTOR	SEARCH CONDUCTED ON : 2399295 ONTARIO INC.	FILE CURRENCY : 22NOV 2017

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜHETÉS MOBILIÈRES

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

TYPE OF SEARCH SEARCH CONDUCTED ON

FILE CURRENCY

REPORT : PSSR060

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CERTIFICATE BUSINESS DEBTOR
2399295 ONTARIO INC.
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\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY.

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122 4971) REPORT : PSSR060 PAGE

CERTIFICATE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 ID : 20171123165434.83

RUN DATE : 2017/11/23

RUN NUMBER: 327

TYPE OF SEARCH SEARCH CONDUCTED ON

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FORM 2C FINANCING CHAMGE STATEMENT / CHANGE STATEMENT

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LIEN CLAIMANT

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

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

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REPORT

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

FILE CURRENCY

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BUSINESS DEBTOR 2399295 ONTARIO INC. \$ 22NOV 2017 TYPE OF SEARCH SEARCH CONDUCTED ON

REGISTERED UNDER NUMBER 20160915 0835 4085 2621 TOTAL MOTOR VEHICLE REGISTRATION PAGES SCHEDULE 709294131 NO. OF CAUTION PAGE FILE NUMBER FILING RECORD REFERENCED

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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CORRECT RENEWAL YEARS SURNAME CHANGE REQUIRED PAGE AMENDED NO SPECIFIC PAGE AMENDED

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ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

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ONTARIO CORPORATION NO.

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

CERTIFIED BY/CERTIFIÉES PAR

(crj2fs 09/2013)

Ontario

PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

: PSSR060 REPORT PAGE

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

ID : 20171123165434.83 RUN NUMBER: 327 RUN DATE: 2017/11/23

TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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(crj2fs 09/2013)

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

REPORT : PSSR060 PAGE : 126 ( 4975)

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RUN NUMBER: 327 RUN DATE: 2017/11/ ID: 20171123165434

PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

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REPORT : PSSR060 PAGE : 128 ( 4977)

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RUN DATE: 2017/11/23 ID: 2017/123165434.83

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

REPORT: PSSR060 PAGE: 129 ( 4978)

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	TYPE OF SEARCH ** BUSINESS DEBTOR SEARCH CONDUCTED ON ** 2399295 ONTARIO FILE CURRENCY (22NOV 2017)	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN	MBBR 205	CAUTTON PAGE TOTAL FILLING NO. OF PAGES 04 04	DATE OF BIRTH BUSINESS NAME	ADDRESS	DATE OF BIRTH	BUSINESS NAME	ADDRESS	SECURED PARTY / LIEN CLAIMANT ADDRESS	E/03/200201000000	Year ware	COLLATERAL OR		ADDRESS	
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CERTIFICATE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

TYPE OF SEARCH SEARCH CONDUCTED ON

FILE CURRENCY

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

>Ontario 88/

## PROVINCE OF ONTARIO

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PERSONAL	INC.	CLAIM FOR LIEN		MOTO	ST CIVEN NAME	2399295 ONTARIO INC	79 HOPKINSON CRESCENT	PIRST GIVEN NAME	1864158 ONTARIO INC	79 HOPKINSON CRE	ELEMENT FINANCIA	BAY STREET,	ACCOUN	MODEL VS2RA	NEW 2016 UTILITY VS2RA SN 1UYVS2532GM568320 NEW 2016 THERMO KING C	ELEMENT FINANCIA	1 BAY STREET,
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RUN NUMBER: 327 RUN DATE: 2017/11/2 ID: 20171123165434.	TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY	FORM IC FINANCING	FILE NUMBER 707035635	CAUTION PAG FILING NO	8	NAME		2	NAME		SECURED PARTY //	LIEN CLAIMANI	COLLATERAL CLASSIF CONSUMER GOODS IN	YEAR MAKE 1 MOTOR 2016 UTILIT 2 VEHICLE	3 GENERAL 4 COLLATERAL 5 DESCRIPTION	REGISTERING	ngput
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\*\*\* FOR EURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*

N SYSTEM PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

REPORT : PSSR060 PAGE : 132 ( 4981)

PERSONAL PROPERTY SECURITY REGISTRATION	ENQUIRY RESPONSE	CERTIFICATE
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RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83



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NO

TORONTO

161 BAY STREET, SUITE 4600, PO BOX 621

ADDRESS

REGISTERING AGENT

16

ELEMENT FINANCIAL CORPORATION

(crj1fs 09/2013)

CONTINUED...

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

133

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ENQUIRY RESPONSE CERTIFICATE

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 FILE NUMBER 707035635 TYPE OF SBARCH SEARCH CONDUCTED ON FILE CURRENCY

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ONTARIO CORPORATION NO ON L9T3S4 ONTARIO CORPORATION NO. REGISTERED REGISTRATION UNDER PERIOD DATE OF NO FIXED MATURITY DATE 0094 MILTON MILTON NUMBER 20150611 1705 1462 MOTOR VEHICLE REGISTRATION SCHEDULE MOTOR VEHICLE AMOUNT
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V. I.N. MODEL YEAR MAKE VEHICLE MOTOR 173 PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DESCRIPTION COLLATERAL GENERAL

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ELEMENT FINANCIAL CORPORATION ADDRESS REGISTERING AGENT 16 17

TORONTO 161 BAY STREET, SUITE 4600, PO BOX 621

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

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CERTIFIED BY/CERTIFIÉES PAR HEGISTRAH OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES



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REPORT : PSSR060

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CERTIFICATE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

RUN DATE: 2017/11/23 ID: 20171123165434.83

RUN NUMBER: 327

TYPE OF SEARCH SEARCH CONDUCTED ON

FILE CURRENCY

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

ONTARIO CORPORATION NO. ON L9T3S4 ONTARIO CORPORATION NO. MOTOR VEHICLE REGISTRATION RECISTERED REGISTRATION NO FIXED MATURITY DATE NO UNDER P PPSA MATURITY OR DATE OF NUMBER 20150611 1705 1462 0094 MILTON MILTON MOTOR VEHICLE ... AMOUNT SURNAME KHATTAK SURNAME KHATTAK INITIAL M INITIAL INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED SCHEDULE FIRST GIVEN NAME FIRST GIVEN NAME ABID 784 CABOT TRAIL 784 CABOT TRAIL PAGES 006 ABID TOTAL ADDRESS ADDRESS ADDRESS BUSINESS NAME BUSINESS NAME COLLATERAL CLASSIFICATION CAUTION PAGE
FILING NO. OF DATE OF BIRTH
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V.T.V. MODEL YEAR MAKE VEHICLE MOTOR 11

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161 BAY STREET, SUITE 4600, PO BOX 621 ADDRESS AGENT

ELEMENT FINANCIAL CORPORATION

REGISTERING

16 17 \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED ...

135

(crj1fs 09/2013) REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES

CERTIFIED BY/CERTIFIÉES PAR

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NO

TORONTO



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REPORT : PSSR060

PAGE

CERTIFICATE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

TYPE OF SEARCH SEARCH CONDUCTED ON FIRE CURRENCY

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MATURITY OR MATURITY DATE NO FIXED DATE OF PONSTMER MOTOR EQUIPMENT ACCOUNTS OTHER INCLUDED COLLATERAL CLASSIFICATION COLLATERAL CONSUMER

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YEAR MAKE VEHICLE MOTOR

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ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), COLLATERAL DESCRIPTION GENERAL

REGISTERING AGENT 16 11

TORONTO 161 BAY STREET, SUITE 4600, PO BOX 621 ADDRESS

ELEMENT FINANCIAL CORPORATION

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

136 CONTINUED ...

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REPORT : PSSR060 PAGE : 136 ( 4985)

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

GENERAL RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.  15 DESCRIPTION COLLATERAL.
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COLLATERAL CLASS CONSUMER GOODS MOTOR
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TORONTO

161 BAY STREET, SUITE 4600, PO BOX 621

ADDRESS

REGISTERING AGENT

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

REPORT : PSSR060 PAGE : 137 ( 4986)

	INC.		
BUSINESS DEBTOR	2399295 ONTARIO INC.	22NOV 2017	
TYPE OF SEARCH	SEARCH CONDUCTED ON :	FILE CURRENCY ::	

FORM IC FINANCING STATEMENT // CLAIM FOR LIEN

	BRED RECISTRATION R PERIOD PPSA 5		ONTABLOSCORPORATIONSNOS	ON LIT4E1		ONFARTO CORPORATITON NO:	ON LITTEL		ON M5J2S1	NO FIXED OR MATURITY DATE X				ON M5J2S1	, * # # *
	REGISTRATION REGISTERED NUMBER 01150528 1004 1462 4841 P PPSA	INITIAL SURNAME		AJAX	TAL SURNAME		AJAX	LION	), PO BOX 621 TORONTO	AMOUNT DATE OF MATURITY	WTENTONDS 6 GLG B 4 9 2 0	FANDEM AXLE HIGHWAY TRACTOR SN CHAIN BOX, INVERTER ND FUTURE ACQUIRED PARTS,	rion	SUITE 4600, PO BOX 621 TORONTO	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. **
	AL MOTOR VEHICLE ESS SCHEDULE 6	FIRST GIVEN NAME	2399295 ONTARIO INC.	79 HOPKINSON CRES	PIRST GIVEN NAME	1864158 ONTARIO INC.	79 HOPKINSON CRES	ELEMENT FINANCIAL CORPORATION	161 BAY STREET, SUITE 4600,	IFICATION  MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUBED  X  X  X	MODEL CASCADIA	HTLINER CASCADIA ' C/W MOOSE BUMPER, AND ALL PRESENT AN	ELEMENT FINANCIAL CORPORATION	161 BAY STREET, SUITE 460	*** FOR FURTHER INFORMA
FILE NUMBER 706508073	CAUTION PAGE TOTAL NO. OF PAGES 01 006	DATE OF BIRTH	NAME BUSINESS NAME	ADDRESS	DATE OF BIRTH	NAME BUSINESS NAME	ADDRESS	SECURED PARTY /	LIEN CHAIMANT ADDRESS	COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQU	MOTOR 2016 FREIGHTLINER	GENERAL ONE NEW 2016 FREIG COLLATERAL 1FUJGLD56GLGE4920 DESCRIPTION TOGETHER WITH ANY	REGISTERING	ADDRESS	

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RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

: PSSR060 REPORT

138

ONTARIO CORPORATION NO. ONTARIO CORPORATION NO. REGISTERED REGISTRATION NO FIXED
MATURITY DATE OR UNDER DATE OF MATURITY NUMBER 20150528 1004 1462 4841 MILTON ATTACHMENTS, ACCESSORIES, ACCESSIONS, ADDITIONS, SUBSTITUTIONS, AJAX SURNAME SURNAME MAHMOOD V. I.N. TOTAL MOTOR VEHICLE RECISTRATION PAGES SCHEDULE: NUMBER MOTOR VEHICLE AMOUNT INITIAL INITIAL INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN MODEL 2098143 ONTARIO INC. FIRST GIVEN NAME FIRST GIVEN NAME 79 HOPKINSON CRES 784 CABOT TRAIL TAHIR BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 BUSINESS NAME ADDRESS BUSINESS NAME ADDRESS ADDRESS COLLATERAL CLASSIFICATION NO. OF 02 DATE OF BIRTH 05MAY1963 DATE OF BIRTH YEAR MAKE PAGE FILE NUMBER 706508073 SECURED PARTY / LIEN CLAIMANT CONSUMER o COODS CAUTION FILING TYPE OF SEARCH SEARCH CONDUCTED DEBTOR FILE CURRENCY DEBTOR VEHICLE GENERAL MOTOR NAME NAME 90 10 11 13 14 15 00 02 05 06 07 60 01 04

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IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY

COLLATERAL

DESCRIPTION REGISTERING

AGENT

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ELEMENT FINANCIAL CORPORATION

TORONTO 161 BAY STREET, SUITE 4600, PO BOX 621 ADDRESS \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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139 4988) REPORT: PSSR060 PAGE: 139

CERTIFICATE

BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

ONTARIO CORPORATION NO. ON L9T3S4 ONTARIO CORPORATION NO. PERIOD 5 REGISTERED REGISTRATION ő NUMBER 20150528 1004 1462 4841 MILTON MILTON SURNAME KHATTAK TOTAL MOTOR VEHICLE RECISTRANION
PAGES SCHEDULE NUMBER
006 20150528 1004 146 SURNAME KHATTAK INITIAL INITIAL FIRST GIVEN NAME FIRST GIVEN NAME MOHAMMAD 784 CABOT TRAIL 784 CABOT TRAIL MOHAMMAD ADDRESS ADDRESS ADDRESS BUSINESS NAME BUSINESS NAME PAGE NO. OF 1 03 DATE OF BIRTH DATE OF BIRTH 30MAY1981 30MAY1981 FILE NUMBER 706508073 SECURED PARTY / CAUTION DEBTOR DEBTOR NAME 00 02 05 08 01 04 0.7 60

NO FIXED MATURITY DATE MATURITY OR γ.I.M. INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MODEL YEAR MAKE COODS

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MOTOR VEHICLE

COLLATERAL CLASSIFICATION

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AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF AND PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ANY

ADDRESS REGISTERING AGENT 16

COLLATERAL DESCRIPTION

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GENERAL

TORONTO 161 BAY STREET, SUITE 4600, PO BOX 621

ELEMENT FINANCIAL CORPORATION

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

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETËS MOBILIÈRES

CERTIFIED BY/CERTIFIÉES PAR

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REPORT : PSSR060 PAGE : 140

BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 SEARCH CONDUCTED ON TYPE OF SEARCH

FILE CURRENCY

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

EILE NUMBER 706508073

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ONTARIO CORPORATION NO. ONTARIO CORPORATION NO: ON L9T3S4 REGISTERED REGISTRATION PERIOD 5 UNDER P PPSA NUMBER 20150528 1004 1462 4841 MILTON MILTON MOTOR VEHICLE REGISTRATION SURNAME KHATTAK SURNAME KHATTAK INITIAL M INITAI SCHEDULE FIRST GIVEN NAME ABID FIRST GIVEN NAME ABID 784 CABOT TRAIL 784 CABOT TRAIL TOTAL PAGES 006 DATE OF BIRTH 30MAY1981 BUSINESS NAME ADDRESS ADDRESS BUSINESS NAME NO, OF 04 DATE OF BIRTH PAGE 30MAY1981 SECURED PARTY / CAUPION FILING DEBTOR NAME DEBTOR NAME 02 05 06 08 01 04 07

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MODEL

WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT

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TORONTO 161 BAY STREET, SUITE 4600, PO BOX 621 ADDRESS

ELEMENT FINANCIAL CORPORATION

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

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Ontario 86/ (crj1fs 09/2013)

ENQUIRY RESPONSE CERTIFICATE

: PSSR060 REPORT PAGE

4990)

BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

ONTARIO CORPORATION NO: ONTARIO CORPORATION NO. DATE OF NO FIXED
MATURITY OR MATURITY DATE REGISTERED REGISTRATION PERIOD 5 4841 V.I.N. NUMBER 20150528 1004 1462 SURNAME MOTOR VEHICLE REGISTRATION COODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED SURNAME INITIAL INITIAL SCHEDULE MODEL FIRST GIVEN NAME FIRST GIVEN NAME TOTAL PAGES 006 ADDRESS BUSINESS NAME BUSINESS NAME ADDRESS ADDRESS COLLAPERAL CLASSIFICATION CAUTION PAGE
FILING NO. OF
05 DATE OF BIRTH DATE OF BIRTH YEAR MAKE FILE NUMBER 706508073 SECURED PARTY / LIEN CLAIMANT CONSUMER DEBTOR DEBTOR VEHICLE NAME MOTOR NAME 11 00 02 05 90 60 10 01 04 07

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETES MOBILIÈRES

M5J2S1

ON

TORONTO

161 BAY STREET, SUITE 4600, PO BOX 621

ADDRESS

ELEMENT FINANCIAL CORPORATION

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

RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR

DESCRIPTION RECISTERING

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SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT),

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Ontario 66

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

REPORT : PSSR060 PAGE : 142 ( 4991)

				RECISTERED RECISTRATION UNDER PERIOD P PSA 5	SOMSMORMEDED GOSOF GENEVO	* DE NOTE DE 100	ANITABITO GOOD DO DATITANI. MO.				7. NO. FIXED TY OR MATURITY DATE		22		LOCT SM INC
CATE				RECISTRATION RE NUMBER 20150528 1004 1462 4841	SURNAME		SURNAME				. AMOUNT DATE OF MATURITY	W. T. W	COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.		PO BOX 621 TORONTO
CERTIFICATE		314		MOTOR VEHICLE SCHEDULE 201505	INTITAL		INITIAL				MOTOR VEHICLE OTHER INCLUDED	MODEL	AGE TO THE COLLATER	ELEMENT FINANCIAL CORPORATION	161 BAY STREET SHITTE 4600 PO P
	BETOR FARIO INC.	VT / CLAIM FOR LIE			FIRST GIVEN NAME	30530	FIRST CIVEN NA	23233			TFICATION INVENTORY EQUIPMENT ACCOUNTS OTHER		N FOR LOSS OR DAMA	ELEMENT FINANC	
	BUSINESS DEBTOR ON * 2399295 ONTARIO * 22NOV 2017	FORM IC FINANCING STATEMBUT /	ИВЕR )73	PACE T NO. OF P 06	DATE OF BIRTH BUSTINESS NAME	ADDRESS	DATE OF BIRTH BUSINESS NAME	ADDRESS		ADDRESS	CONSTRUCTION	YEAR MAKE			20000C
	TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY	FORM IC	FILE NUMBER 706508073	CAUTION	DEBTOR		DEBTOR		SECURED PARTY LIEN CLAIMANT			MOTOR		REGISTERING AGENT	
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\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*

(crj1fs 09/2013)

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

REPORT : PSSR060 PAGE : 143 ( 4992)

BUSINESS DEBTOR
2399295 ONTARIO INC.
22NOV 2017 

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

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	ONTARIO CORPORATION NO	NO		ONTARIO	ON LIT4E1		BC	NO FIXED Y OR MATURITY DATE
SUKNAME		AJAX	SURNAME		AJAX		BURNABY	MOTOR VEHICLE AMOUNT DATE OF OTHER INCLUDED
INTITAL SUKNAME			INTEL				GHWAY	OR VEHICL INCLUDED
FIRST GEVEN NAME.	2399295 ONTARIO INC.	79 HOPKINSON CRESCENT	FIRST GIVEN NAME	FAST TRACK ALLIANCE	79 HOPKINSON CRESCENT	TRAVELERS LEASING LTD.	500 - 4180 LOUGHEED HIGHWAY	RAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
DAIR OF BLAIR	BUSINESS NAME	ADDRESS	DATE OF BIRTH	BUSINESS NAME	ADDRESS	SECURED PARTY /	ADDRESS	COLLATERAL CLASSIFICATION CONSINËR GOODS INVENTORY BOUL
DEBTOR	NAME		DEBTOR	NAME		SECURED PARTY		COLLIATER

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T. N. AVANCSEJXFN923993
MODEL VVILGAT670
11 MOTOR 2015 VOLVO 12 VEHICLE

			HERETO,	
	74NC9EJXFN923993	RIES, ACCESSIONS,	, AND IMPROVEMENTS THERETO,	
	ONE (1) NEW 2015 VOLVO VNL64T670 S/N 4V4NC9EJXFN923993	TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,	REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND I	TRAVELERS LEASING LTD.
	ONE (1) NEW	TOGETHER WI	REPLACEMENT	
10010000000000000000000000000000000000	GENERAL	COLLATERAL	DESCRIPTION	16 REGISTERING AGENT
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BURNABY	**** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, ***
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SS 500 - 4180 LOUGHEE	R FURTH
- 41	* * FO
200	<b>W</b> XXXXXXX
ADDRESS	

500 - 4180 LOUGHEED HIGHWAY

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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CERTIFICATE

BUSINESS DEBTOR
2399295 ONTARIO INC.
22NOV 2017 RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83 TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

FORM IC FINANCING STATEMENT // CLAIM FOR LIEN

FILE NUMBER 705422961

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CAUTION FACE TOTAL PILING NO OF PACES 003	DATE OF BIRTH DEBTOR 05MAY1963 NAME BUSINESS NAME	ADDRESS	DATE OF BIRTH 30MAY1981 NAME **BUSINESS NAME	ADDRESS	SECURED PARTY / LIEN CLAIMANT ADDRESS	COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTIORY BOUI	YEAR MAKE MOTOR VEHICLE
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CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES 145 V5C6A7

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

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BURNABY

500 - 4180 LOUGHEED HIGHWAY

ADDRESS

TRAVELERS LEASING LTD.

AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT

COLLATERAL DESCRIPTION

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GENERAL

REGISTERING AGENT

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

REPORT : PSSR060 PAGE : 145 ( 4994)

BUSINESS DEBTOR

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

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BURNABY

ADDRESS 500 - 4180 LOUGHEED HIGHWAY



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

REPORT : PSSR060 PAGE : 146 ( 4995)

BUSINESS DEBTOR
2399295 ONTARIO INC.
22NOV 2017 TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

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		REGISTERED REGISTRATION UNDER PERIOD PPSA S		STATE OF THE PROPERTY OF THE P	ON THE LOCATION NO.		CONTRACTO CORRECTION NO.		ON M5J2S1	NO FIXED MATURITY DATE				ON M5J281	* * *
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CLAIM FOR LIEN		MOTOR VEHICLE SCHEDULE	FIRST GIVEN NAME INITIAL	6403361 CANADA INC.	118 AMERICA AVENUE	FIRST GIVEN NAME INITIAL FAZAL	118 AMERICA AVENUE	ELEMENT FINANCIAL CORPORATION	161 BAY STREET, SUITE 4600, PO BOX 621	MOTOR VEHICLE MENT ACCOUNTS OTHER INCLUBED X X	WODEL VML	AXLE HIGHWAY AXLE HIGHWAY ALL PRESENT A	ELEMENT FINANCIAL CORPORATION	161 BAY STREET, SUITE 4600, PO	***.FOR FURTHER INFORMATION, CONTACT THE SECURED BARTY, ***
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060 PAGE : 147 ( 4996)

BUSINESS DEBTOR
2399295 ONTARIO INC.
22NOV 2017 TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

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

REPORT : PSSR060 PAGE : 148 ( 4997)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
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	o inc.	CLAIM FOR DIEN		MOTOR VEHICLE SCHEDULE	FIRST GIVEN NAME INITIAL		FIRST GIVEN NAME INITIAL			IFICATION MOTOR VEHIC INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	NODEL	PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF AND	ELEMENT FINANCIAL CORPORATION	
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ID : 20171123165434.83 RUN NUMBER: 327 RUN DATE: 2017/11/23

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

REPORT: PSSR060 PAGE: 149

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CERTIFICATE BUSINESS DEBTOR
2399295 ONTARIO INC. TYPE OF SEARCH SEARCH CONDUCTED ON

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FORM IC FINANCING STATEMENT // CLAIM FOR LIBN

RECISTERED RECISTRATION
UNDER PERIOD
12 P PPSA 5 NUMBER 20150408 1703 1462 6442 MOTOR VEHICLE REGISTRATION SCHEDULE TOTAL PAGES 006 NO. OF 04 PAGE FILE NUMBER 704943144 FILING CAUTION 00 01

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DATE OF NO FIXED MATURITY DATE MOTOR VEHICLE AMOUNT ADDRESS ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY LIEN CLAIMANT

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INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT TAKING COLLATERAL DESCRIPTION GENERAL

ELEMENT FINANCIAL CORPORATION

REGISTERING AGENT

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TORONTO 161 BAY STREET, SUITE 4600, PO BOX 621 ADDRESS \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*

150 CONTINUED ...

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETES MOBILIÈRES

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1504999 REPORT : PSSR060 PAGE

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

CERTIFICATE

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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TYPE OF SEARCH SEARCH CONDUCTED FILE CURRENCY

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FILE NUMBER 704943144

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BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

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SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR COLLATERAL GENERAL

ELEMENT FINANCIAL CORPORATION DESCRIPTION REGISTERING \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

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NO.

TORONTO

161 BAY STREET, SUITE 4600, PO BOX 621

ADDRESS

AGENT

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PAGE

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> CERTIFICATE BUSINESS DEBTOR
> 2399295 ONTARIO INC.

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

TYPE OF SEARCH SEARCH CONDUCTED ON

FILE CURRENCY

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

REGISTERED REGISTRATION PERIOD 5 NUMBER 20150408 1703 1462 TOTAL MOTOR VEHICLE RECISTRATION
PAGES SCHEDULE 20150408 1703 146 CAUNTON PAGE
FILING NO. OF FILE NUMBER 704943144 00 01

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

ONTARIO CORPORATION NO. SURNAME INITINI FIRST GIVEN NAME BUSINESS NAME

DEBTOR

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ADDRESS SECURED PARTY /

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MATURITY DATE O.R DATE OF MATURITY MOTOR VEHICLE AMOUNT
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N. I. N MODEL YEAR MAKE VEHICLE MOTOR.

COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

DESCRIPTION COLLATERAL

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ELEMENT FINANCIAL CORPORATION

CERTIFIED BY/CERTIFIÉES PAR

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NO

TORONTO 161 BAY STREET, SUITE 4600, PO BOX 621 ADDRESS

\*\*\* FOR EURTHER INFORMATION, CONTACT THE SECURED RARIY. \*\*\*

(crj1fs 09/2013)

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜHETÉS MOBILIÈRES

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Ontario

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CERTIFICATE

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT BUSINESS DEBTOR
2399295 ONTARIO INC.
22NOV 2017 TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

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TOTAL MOTOR VEHICLE REGISTRATION

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ONTARIO CORPORATION NO. DATE OF NO RIXED AMOUNT MATURITY DATE CORRECT PAGES SCHEDULE NUMBER UNDER 008 20160518 1404 1462 5129 SURNAME RENEWAL. YBARS SURNAME AJAX CHANGE REQUIRED
A AMENDMENT MOTOR VEHICLE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED INITAR TNITIAL . ASSIGNOR... SECURED: PARTY/LIEN..CLAIMANT/ASSIGNEE NO SPECIFIC PAGE AMENDED 2399295 ONTARIO INC 6403361 CANADA INC. FIRST GIVEN NAME FIRST GIVEN NAME 79 HOPKINSON CRES TO ADD ADDITIONAL DEBTORS 704943144 BUSINESS NAME ADDRESS BUSINESS NAME ADDRESS COLLATERAL CLASSIFICATION PAGE AMENDED DATE OF BIRTH FILE NUMBER MAKE YEAR OTHER CHANGE REASON/ DESCRIPTION TRANSFEROR TRANSFEREE RECORD COLLATERAL REFERENCED REFERENCE DEBTOR/ VEHICLE DEBTOR/ GENERAL MOTOR 04/07 03/ 25 26 27 28 02/ 05 29 0.8 11 11 11 11 11 11 11 11 22 23 10

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF
PERSONAL PROPERTY SECURITY/
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DES SÜRETÉS MOBILIÈRES

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MISSISSAUGA

BLEMENT FINANCIAL INC 4 ROBERT SPECK PARKWAY, SUITE 900

RECTSTERING AGENT OR SECURED PARTY// ADDRESS

DESCRIPTION

LIEN CLAIMANT

Ontario (crj2fs 09/2013)

153 CONTINUED ...

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

(crj2fs 09/2013)

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

REPORT : PSSR060 PAGE : 153 ( 5002)

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PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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REPORT : PSSR060

CERTIFICATE

ENQUIRY RESPONSE

CORRECT REGISTERED UNDER SURNAME RENEWAL YEARS 20160518 1404 1462 5129 CHANGE REQUIRED
A AMENDMENT FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT TOTAL MOTOR VEHICLE REGISTRATION
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SURNAME AJAX INITATE 2098143 ONTARIO INC. FIRST GIVEN NAME 79 HOPKINSON CRES BUSINESS NAME ADDRESS DATE OF BIRTH TRANSFEREE

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ONTARIO CORPORATION NO.
ON LIT4E1

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

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

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Ontario (crj2fs 09/2013) HEGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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MISSISSAUGA

4 ROBERT SPECK PARKWAY, SUITE 900

ELEMENT FINANCIAL INC

DESCRIBETANC AGENT OR REGISTERING ADDRESS

DESCRIPTION COLLATERAL

LIEN CLAIMANT

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

155 5004) : PSSR060

REPORT PAGE

CERTIFICATE

ONTARIO CORPORATION NO.
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A AMENDMENT TOTAL MOTOR VEHICLE REGISTRATION MOTOR VEHICLE INCLUDED INTTIAL FORM 2C FINANCING CHANGE STATEMENT // CHANGE STATEMENT NO SPECIFIC PAGE AMENDED INVENTORY EQUIPMENT ACCOUNTS OTHER FIRST GIVEN NAME FIRST GIVEN NAME WOHAMMAD 79 HOPKINSON CRES PAGES SCHEDULE BUSINESS DEBTOR
2399295 ONTARIO INC. ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 704943144 ADDRESS COLLATERAL CLASSIFICATION CONSUMER ADDRESS BUSINESS NAME BUSINESS NAME DATE OF BIRTH
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MISSISSAUGA

ELEMENT FINANCIAL INC 4 ROBERT SPECK PARKWAY, SUITE 900

DESCRIPTION
RECISTERING AGENT OR
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LIEN CLAIMANT

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

Ontario

REPORT : PSSR060 PAGE : 156 ( 5005)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
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RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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



REPORT : PSSR060 PAGE : 157 ( 5006)

CERTIFICATE

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

SEARCH CONDUCTED ON 2399295 ONTARIO INC. PILE CURRENCY .: 22NOV 2017

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ASSIGNOR... SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

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MISSISSAUGA ELEMENT FINANCIAL INC 4 ROBERT SPECK PARKWAY, SUITE 900 LIEN CLAIMANT COLLATERAL VEHICLE GENERAL MOTOR 111 112 113 114 115 117

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(crj2fs 09/2013) REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

REPORT: PSSR060 PAGE: 158 ( 5007)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON 2399295 ONTARIO INC. FILE CURRENCY 22NOV 2017

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FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

BUSINESS DEBTOR 2399295 ONTARIO INC.

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

22NOV 2017

TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

ONTARIO CORPORATION NO.
ON LITTEI

AJAX

SURNAME MAHMOOD

INITIAL

FIRST GIVEN NAME TAHIR

79 HOPKINSON CRES

ADDRESS

BUSINESS NAME

DEBTOR/ TRANSFEREE

DATE OF BIRTH 05MAY1963

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MOTOR VEHICLE

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YEAR

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REPORT

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

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BLEMENT FINANCIAL INC 4 ROBERT SPECK PARKWAY, SUITE 900

REGISTERING AGENT OR SPRURED PARTY/

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SECURED PARTY/ LIEN CLAIMANT

(crj2is 09/2013) REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜHETÉS MOBILIÈRES

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

Ontario

REPORT PAGE

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

160 5009) : PSSR060

CERTIFICATE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83 TYPE OF SEARCH SEARCH CONDUCTED ON

FILE CURRENCY

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

REGISTERED REGISTRATION PERIOD 06 UNDER P PPSA NUMBER 20150122 1836 9102 2220 SURNAME MOTOR VEHICLE REGISTRATION: INITIAL SCHEDUDE FIRST GIVEN NAME TOTAL PAGES NO. OF 001 DATE OF BIRTH CAUTION PAGE FILING NO. FILE NUMBER 703148418 00 01

ONTARIO CORPORATION NO: Ö MILTON SURNAME KHATTAK INITIAD A 2399295 ONTARIO INC. FIRST GIVEN NAME MOHAMMAD 784 CABOT TRAIL BUSINESS NAME ADDRESS DATE OF BIRTH 30MAY1981 DEBTOR DEBTOR NAME

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ONTARIO CORPORATION NO. MERCADO CAPITAL CORPORATION, A DIV. OF WESTMINSTER SAVINGS CREDIT UNION AJAX 79 HOPKINSON CRESCENT ADDRESS BUSINESS NAME SECURED PARTY / LIEN CLAIMANT NAME

180, 4411 - 6TH STREET SE ADDRESS

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V.T.N.: 4V4NC9EHXFN928530 MODEL VNL64T YEAR MAKE 2015 VOLVO MOTOR VEHICLE 11

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REGISTERING AGENT 16 17

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

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REPORT : PSSR060 PAGE : 161 ( 5010)

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 703148418

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DATE OF BIRTH 05MAY1963 BUSINESS NAME	ADDRESS	DATE OF BIRTH	BUSINESS NAME	ADDRESS
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\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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REPORT : PSSR060 PAGE : 162

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.63

TYPE OF SBARCH SEARCH CONDUCTED ON

FILE CURRENCY

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CERTIFICATE

BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

REGISTERED REGISTRATION UNDER MOTOR VEHICLE REGISTRATION NUMBER 20150122 1836 9102 SCHEDULE PAGES PAGE TOTAL NO. OF FILE NUMBER 703148418 CAUTION FILING

SURNAME INTUIAL FIRST GIVEN NAME DATE OF BIRTH

ONTARIO CORPORATION NO. 1864158 ONTARIO INC. BUSINESS NAME ADDRESS DEBTOR NAME 02 04

MILTON 784 CABOT TRAIL

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ONTARIO CORPORATION NO. SURNAME INITIAL PIRST GIVEN NAME

ADDRESS BUSINESS NAME DATE OF BIRTH SECURED PARTY / DEBTOR

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

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V.I.N. MODEL YEAR MAKE MOTOR VEHICLE 17 COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL DESCRIPTION GENERAL

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ADDRESS REGISTERING AGENT 16

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

CERTIFIED BY/CERTIFIÉES PAR (crj1fs 09/2013) REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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Ontario

REPORT : PSSR060

RUN DATE: 2017/11/23 ID: 20171123165434.83

RUN NUMBER: 327

TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

CERTIFICATE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

REGISTERED REGISTRATION UNDER: PERIOD NUMBER 20150122 1836 9102 2220 MOTOR VEHICLE REGISTRATION SCHEDIM.P SCHEDULE TOTAL PAGES NO. OF CAUTION PAGE FILE NUMBER 703148418 FILING

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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

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ADDRESS COLLATERAL
DESCRIPTION REGISTERING AGENT 13 14 15 16

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

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(crj1fs 09/2013) REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

CERTIFIED BY/CERTIFIÉES PAR

Ontario

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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

REPORT : PSSR060 PAGE : 164 ( 5013)

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TA BAIL	TYPE OF SEARCH SEARCH CONDUCTED ON RILE CURRENCY	** BUSINESS DEBTOR ** 2399295 ONTARIO ** 22NOV 2017	OR IO INC.					
	FORM IC FINAN	CING STATEMENT	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN					
00	FILE NUMBER 699337431							
01	CAUTION	CAUTION PAGE TOTAL RILING NO OF PAGES 01 004		2014082	62 925;	REGISTERED REGISTRATION UNDER PERSO	JA O	
02	DATE ( DEBTOR  NAME B1	DATE OF BIRTH BUSINESS NAME	FIRST GIVEN NAME 2399295 ONTARIO INC.	Intriat Suf	SURNAMB			
04	COORD COORDINATION	ADDRESS	784 CABOT TRAIL		MILTON	ONTARIO CORPORATION NO: ON L9T3	ION NO: L9T3s4	
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90	NAME	BUSINESS NAME	FAST TRACK ALLIANCE			ONTARIO GORBORATION NO:	HONNON	
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08	SECURED PARTY /		TRAVELERS LEASING LTD					
60	LIEN CEAIMANI	ADDRESS	500 - 4180 LOUGHEED HIGHWAY	IGHWAY	BURNABY	C	V5C6A7	
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17		ADDRESS	500 - 4180 LOUGHEED HIGHWAY	IGHWAY	BURNABY	вс	V5C6A7	///
			*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, *** CONTIN	ORMATION, CON	PACT THE SECURED	PARTY. **** CONTINUED	165	REGISTRAR OF PERSONAL PRO LE REGISTRATI DES SUBETERS





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REPORT : PSSR060

CERTIFICATE

RUN DATE: 2017/11/23 ID: 20171123165434.83

RUN NUMBER: 327

BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

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REGISTERED REGISTRATION UNDER PERIOD UNDER P PPSA 9252 MOTOR VEHICLE REGISTRATION
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ONTARIO CORPORATION NO: ON M9M3A9 NORTH YORK SURNAME MAHMOOD INITIAL FIRST GIVEN NAME TAHIR 3001 FINCH AVE W ADDRESS BUSINESS NAME DATE OF BIRTH 05MAY1963 DEBTOR NAME

ONTARIO CORPORATION NO: MILTON SURNAME KHATTAK INITIAL A FIRST GIVEN NAME MOHAMMAD 784 CABOT TRAIL ADDRESS BUSINESS NAME DATE OF BIRTH 30MAY1981 DEBTOR

NAME

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SECURED PARTY / LIEN CLAIMANT

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

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TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, C/W BLADE SKIRTS AND NEW THERMO KING SB230 REEFER S/N 6001169402 DESCRIPTION COLLATERAL VEHICLE GENERAL 11 13 14 15

500 - 4180 LOUGHEED HIGHWAY ADDRESS AGENT 17

TRAVELERS LEASING LTD.

REGISTERING

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

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CONTINUED...

(crj1fs 09/2013) REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

CERTIFIED BY/CERTIFIÉES PAR

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

CERTIFICATE

166 5015) REPORT : PSSR060

BUSINESS DEBTOR
2399295 ONTARIO INC.
22NOV 2017 RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83 TYPE OF SEARCH SEARCH CONDUCTED ON

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

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ONTARIO CORPORATION NO: ONTARIO CORPORATION NO. SURNAME SURNAME INITIAL INITIAL FIRST GIVEN NAME PIRST GIVEN NAME BUSINESS NAME BUSINESS NAME ADDRESS ADDRESS ADDRESS DATE OF BIRTH DATE OF BIRTH SECURED PARTY / DEBTOR DEBTOR NAME NAME

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AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT GENERAL COLLATERAL DESCRIPTION MOTOR VEHICLE

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

500 - 4180 LOUGHEED HIGHWAY

TRAVELERS LEASING LTD.

REGISTERING

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AGENT

CONTINUED...

(cri1fs 09/2013) REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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REPORT : PSSR060

CERTIFICATE

BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 No TYPE OF SEARCH SEARCH CONDUCTED C FILE CURRENCY

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434:83

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

REGISTERED " REGISTRATION NUMBER 20140828 1417 1462 9252 MOTOR VEHICLE REGISTRATION SCHEDULE TOTAL PAGES 004 CAUTION PAGE FILING NO. OF FILE NUMBER 699337431 00 07

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

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ONTARIO CORPORATION NO. BUSINESS NAME ADDRESS DEBTOR NAME

ADDRESS SECURED PARTY // LIEN CLAIMANT 08 07 60

DATE OF NO FIXED MATURITY DATE MOTOR VEHICLE AMOUNT INVENTORY BOUTEMENT ACCOUNTS OTHER INCLUDED CONSUMER COODS 10

COLLATERAL CLASSIFICATION

V. I. N. MODEL YBAR MAKE VEHICLE 11

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BURNABY 500 - 4180 LOUGHEED HIGHWAY ADDRESS

TRAVELERS LEASING LTD.

REGISTERING AGENT

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

168 CONTINUED...

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜHETÉS MOBILIÈRES

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PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

168 5017) : PSSR060

REPORT

CERTIFICATE

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENOUIRY RESPONSE

RUN DATE: 2017/11/23 ID: 20171123165434.83

RUN NUMBER: 327

8H2 VITONTARIO CORPORATION NO. DATE OF NO FIXED MATURITY DATE BC CORRECT V.I.N. 10YVS2536FM077912 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS REGISTERED UNDER SURNAME ONE (1) NEW 2015 VOLVO MODEL VNL670 TRUCK S/N 4V4NC9EJ1FN915328 VERNON RENEWAL. YEARS SURNAME FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT AMOUNT 20171121 1506 1465 7898 CHANGE REQUIRED F PART DISCH MOTAL MOTOR VEHICLE RECISTRATION MOTOR VEHICLE TALTIME INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MODEL VS2RA REEFER VAN INITIAL ASSIGNOR... SECURED PARTY/LIEN CLAIMANT/ASSIGNEE AVS SYSTEMS INC. 201-1325 POLSON DRIVE NO SPECIFIC PAGE AMENDED 2399295 ONTARIO INC. FIRST GIVEN NAME FIRST GIVEN NAME PAGES SCHEDULE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 699337431 PEGISTERING AGENT OR SECORED PARTY/ ADDRESS ADDRESS BUS INESS NAME BUSINESS NAME ADDRESS NO. OF 001 CAUTION PAGE FILING NO. OF PAGE AMENDED COLLATERAL CLASSIFICATION DATE OF BIRTH FILE NUMBER MAKE UTILITUY SEARCH CONDUCTED ON FILE CURRENCY OTHER CHANGE GOODS YEAR 2015 LIEN CLAIMANT DESCRIPTION REPERENCE DESCRIPTION TRANSFEREE COLLATERAL TRANSFEROR RECORD REFERENCED DEBTOR/ VEHICLE GENERAL DEBTOR/ REASON/ MOTOR 04/07 25 26 27 28 02/ 05 03/ 90 11 12 13 14 15 16 59 23 01 22

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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



RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

REPORT : PSSR060 PAGE : 169 ( 5018)

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CATE		REGISTERE UNDER 5 7898 RENEWAL	YEARS			SURNAME			DATE OF AMOUNT MATURITY	V.I.M.	IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR TORMADDRESS.	** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY
CERTIFICATE	FATEMENT	9-4-55555557 <sup>1</sup>	CHANGE RI			INTLES			MOTOR VEHICLE ENT ACCOUNTS OTHER INCLUDED	MODEL	IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIE TORMADRESS.	HER INFORMATION, C
	OF SEARCH : BUSINESS DEBTOR H CONDUCTED ON : 2399295 ONTARIO INC. CURRENCY : 22NOV 2017 FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT	TOTAL MOTOR VEHICE PACES SCHEDULE 3 699337431	NO SPECIFIC PAGE AMENDED RIRST GIVEN NAME	2000		FIRST GIVEN NAME	: 838	/ASSIGNEE	ADDRESS. ATION . NTORY EQUIPMENT ACCOUNTS OTHER	10001	DERIVED DIRECTLY TH THE COLLATERAL T INSURANCE PAYMEN	*** FOR FURT
	BUSINESS DEBTOR ON 2399295 ONTARIO INC : 22NOV 2017  AMCING CHANGE STATEMENT //	N PAGE NO 002 FILE NUMB	PAGE AMENDED	BUSINESS NAME	В.	DATE OF BIRTH  BUSINESS NAME		ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	ADDRESS CLASSIFICATION: UMER	YEAR MAKE	SBN	
	SEARCH CONDUCTED ON PILE CURRENCY FORM 2C FINANC	CAUTIC FILING 01 RECORD 21 REFERENCED		24 DEBTOR/ TRANSFEROR	25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28	/ DEBTOR/ TRANSFERE	04/07		COLLATERAL CLASSIFIC CONSTREE CONSTREE CONSTREE CONSTREE COORS INVER	MOTIOR	12 VEHICLE IN A 13 GENERAL IN A 14 COLLATERAL DEAL 15 DESCRIPTION RIGH 16 REGISTERING AGENT OR 17 SECURED PARTY 17 LIEN CLAIMANT	

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

(crj2fs 09/2013)

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CERTIFICATE

REPORT : PSSR060

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

RUN DATE: 2017/11/23 ID: 20171123165434.83

RUN NUMBER: 327

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017

TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED

		PERIOD		ONTARIO CORPORATION NO
NUMBER UNDER	1465 7898 Emiliano		SURNAME	SURNAME
NUMBER	71121 1506 1	CHANGE REQUIRED	INITITATE	LNITTAL
		NO SPECIFIC PAGE AMENDED	EIRST GIVEN NAME	FIRST GIMEN NAME
NG NO. OF PAGES SCHEDULE	15461-2	PAGE AMENDED	BUSINESS NAME	DATE OF BIRTH  B BUSINESS NAME  ADDRESS
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ASSIGNOR. SECURED PARTY/LIEN.CLAIMANT/ASSIGNEE

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GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE ADDRESS.

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MAKE MOTOR VEHICLE

COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. DESCRIPTION COLLATERAL GENERAL 11 11 11 11 11 11 11 11

REGISTERING AGENT OR SECURED PARTY/ SECURED PARTY/ LIEN CLAIMANT

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

(crj2is 09/2013) REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES ENQUIRY RESPONSE

: PSSR060

REPORT

CERTIFICATE

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

REGISTERED REGISTRATION UNDER PERIOD NUMBER 20130624 1635 8077 8816 MOTOR VEHICLE REGISTRATION SCHEDULE FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 TOTAL PAGES 004 NO. OF 01 CAUTION PAGE FILING NO. OF FILE NUMBER 688037922 TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

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L4G 4C4 ONTARIO CORPORATION NOS ONTARIO CORPORATION NO. ö MISSISSAUGA AURORA SURNAME INITITAL Ŋ 205 INDUSTRIAL PKWY N. UNIT DAY & NIGHT CARRIERS LTD. 1270 AEROWOOD DRIVE FIRST GIVEN NAME VFS CANADA INC. BUSINESS NAME ADDRESS BUSINESS NAME ADDRESS ADDRESS DATE OF BIRTH SECURED PARTY / DEBTOR DEBTOR NAME NAME

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X NO PIXED MATURITY DATE OF MOTOR VEHICLE AMOUNT:
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V T.N. 4V4NC9EJ2EN149897 4V4NC9EJ4EN149898 2014 VOLVO VNL64T-670 s/N 4V4NC9EJZEN149897 C/W MOOSE BUMPER 2014 VOLVO VNL64T-670 s/N 4V4NC9EJ4EN149898 C/W MOOSE BUMPER 2014 VOLVO VNL64T-670 s/N 4V4NC9EJ6EN149899 C/W MOOSE BUMPER 2014 VOLVO MODEL VALEGO VNL64T-670 YEAR MAKE 2014 VOLVO 2014 VOLVO DESCRIPTION COLLATERAL MOTOR VEHICLE GENERAL 13 14 15 11

REGISTRY = RECOVERY INC. 1551 THE QUEENSWAY ADDRESS REGISTERING AGENT 16

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

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REPORT : PSSR060

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

CERTIFICATE

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 EILE NUMBER 688037922 RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83 TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

REGISTERED REGISTRATION UNDER NUMBER 20130624 1635 8077 8816 MOTOR VEHICLE REGISTRATION SCHEDULE PAGES 004 TOTAL NO. OF 02 PAGE CAUTION

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

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH

BUSINESS NAME DEBTOR

ONTARIO CORPORATION NO.

ADDRESS SECURED PARTY / LIEN CLAIMANT NAME 08 05 06 07

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

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VNL64T-670 S/N 4V4NC9EJ9EN149900 C/W MOOSE BUMPER COLLATERAL GENERAL

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REGISTERING AGENT 16 17

ADDRESS

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

173 CONTINUED...

(crj1fs 09/2013) REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

CERTIFIED BY/CERTIFIÉES PAR

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CERTIFICATE

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

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REPORT : PSSR060 PAGE : 173

174 ONTARIO CORPORATION NO: ONTARIO CORPORATION NO. CONTINUED ... MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION SCHEDULE NUMBER EPRICE MATURITY DATE NO FIXED \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY...\*\*\* MATURITY OR DATE OF NUMBER 20130624 1635 8077 8816 SURNAME N.T.A MOTOR VEHICLE AMOUNT SURNAME INITIAL GOODS INVENTORY BOUTHMENT ACCOUNTS OTHER INCLUBED INITITIE FORM IC FINANCING STATEMENT // CLAIM FOR LIEN MODEL FIRST GIVEN NAME FIRST GIVEN NAME BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 PAGES 004 TOTAL ADDRESS BUSINESS NAME BUSINESS NAME ADDRESS ADDRESS ADDRESS COLLATERAL CLASSIFICATION NO. OF DATE OF BIRTH DATE OF BIRTH YEAR MAKE PACE FILE NUMBER 688037922 SECURED BARTY // CONSUMER TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY CAUTION FILING COLLATERAL DESCRIPTION REGISTERING ACENT DEBTOR NAME MOTOR VEHICLE DEBTOR GENERAL NAME

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CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

REPORT : PSSR060 PAGE : 174 ( 5023)

7			8816	V. I. N
CERTIFICATE			REGISTRATION NUMBER 20130624 1635 8077 8816	MODEL
	TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTIED ON : 2392295 ONTARIO INC.	FORM 4C MOTOR VEHICLE SCHEDULE FILE NUMBER 688037922	PAGE TOTAL NO: OF PAGES 04 004	YEAR MAKE
	TYPE SEAR FILE	00	01	422433

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES

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(crj4fs 09/2013)

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

REPORT: PSSR060 PAGE: 175

CERTIFICATE

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

		ORRECT PERTOD		ONTARIO	
		REGISTRATION REGISTERED NUMBER 20160706 1637 8077 2018 P PPSA REDIGORD P PPSA	SURNAME		MISSISSAUGA
TUOT IT TOO	TM	REGISTRATION NUMBER 60706 1637 8077 20. CHANGE-REQUIRED A. "AMENDMENT INITIAL SURNAMI	INTERP		SUITE # 2
	OF:SEARCH : BUSINESS DEBTOR 34 CONDUCTED ON : 2399295 ONTARIO INC. CURRENCY : 22NOV 2017 FORM 2C FINANCING CHANGE STATEMENT // CHANGE STATEMENT	MOTOR VEHICLE SCHEDULE 7922 ECIFIC PAGE AMEN IRST GIVEN NAME AY & NIGHT CARRI	FIRST GIVEN NAME	2399295 ONTARIO INC.	7505 KIMBEL STREET, SUITE
	BUSINESS DEBTOR ON 2399295 ONTARIO INC. 22NOV 2017 MCING CHANGE STATEMENT	PAC	DATE OF BIRTH	BUSINESS NAME	ADDRESS
	TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY FORM 2C FINANC	CAUE FILLI RECORD REFERENCE DESTOR/ TRANSFEROI OTHER CHAI REASON/ DESCRIPTIO	DEBTOR/	03/ TRANSFEREE 06	04/07

AMOUNT MATURITY OR MATURITY DATE NO FIXED DATE OF GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE ASSIGNOR. SECUPED PARTX/LIEN.CLAIMANT/ASSIGNEE ADDRESS COLLAPERAL CLASSIFICATION CONSUMBR

ONTARIO CORPORATION NO.
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LIEN CLAIMANT MAKE YEAR COLLATERAL DESCRIPTION MOTOR 10 

CERTIFIED BY/CERȚIFIÉES PAR (crj2fs 09/2013) REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜHETËS MOBILIÈRES

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

: PSSR060 5025) REPORT

ENQUIRY RESPONSE

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

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

No

M8Z 1T5 ONTARIO CORPORATION NO. MATURITY OR MATURITY DATE NO NO FIXED CORRECT 4V4NC9EJ4EN149898 V. I.N. 4V4NC9EJZEN149897 DATE OF REGISTERED TORONTO UNDER SURNAME SURNAME RENEWAL YEARS FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT 2014 VOLVO VNL64T-670 s/N 4V4NC9EJ2EN149897 C/W MOOSE BUMPER. 2014 VOLVO VNL64T-670 s/N 4V4NC9EJ4EN149898 C/W MOOSE BUMPER. AMOUNT NUMBER 20171108 1037 8077 2980 CHANGE REQUIRED F PART DISCH TOTAL MOTOR VEHICLE RECISTRATION MOTOR VEHICLE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUBED INTERP INITIAL DAY & NIGHT CARRIERS LTD. VNL64T-670 VNL64T-670 REGISTRY = RECOVERY INC. 1551 THE QUEENSWAY ASSIGNOR... SECURED PARTX/LIEN.CLAIMANT/ASSIGNEE NO SPECIFIC PAGE AMENDED FIRST GIVEN NAME FIRST GIVEN NAME SCHEDULE BUSINESS DEBTOR 2399295 ONTARIO INC. 22NOV 2017 688037922 PAGES RECISTERING AGENT OR SECURED PARTY/ ADDRESS LIEN CLAIMANT BUSINESS NAME ADDRESS BUSINESS NAME ADDRESS NO. OF PAGE AMENDED COLLATERAL CLASSIFICATION FILE NUMBER DATE OF BIRTH MAKE VOLVO VOLVO CAUTION PAGE OTHER CHANGE REASON/ DESCRIPTION CONCUMER YEAR FILING 2014 TYPE OF SEARCH SEARCH CONDUCTED C FILE CURRENCY DESCRIPTION REFERENCE TRANSFEREE COLLATERAL TRANSFEROR REFERENCED VEHICLE RECORD DEBTOR/ GENERAL DEBTOR/ MOTOR 04/07 25 26 27 28 02/ 03/ 06

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CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES

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

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RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

REPORT: PSSR060 PAGE: 177 ( 5026)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2399295 ONTARIO INC. FILE CURRENCY : 22NOV 2017

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
730565154 729703728 728608968	20170803 1935 1531 1754 20170711 1932 1531 6110 20170609 1938 1531 7596			
723737601	30 0855 9221	20171121 1659 5064 0695 20170316 1707 1462 9572	20171121 1400 1902 6948	20171122 1545 1465 7993
720014373	1655 1793			
718379325		201/1108 103/ 80// 2981 20160712 1705 1462 1897		
718250409	1412 1901	1705 1462		
718086618	28 1118 1901			
717477408	08 1705			
716451696	09 1004 1462			
716129667	1937 1531			
714072501	1254 1616	20160217 1210 1616 5354	20170612 1423 1616 6494	
714076236	1430 1616	1138 1616		
714031848	1132 1616			
713871954	1145 1616			
712879992	1401 1462	1710 1462	1401 1462	
712880001	1401 1462	20160106 1009 1462 8868	20171110 1401 1462 3944	
710207523.	1722	4085	1214 4085	20160915 0916 4085 2624
	1510 1532			
709953552	1404 1462	1710 1462	1710 1462	
709293987	1400 4085	20160531 1116 4085 1183	20160915 0845 4085 2622	20171102 1510 1532 1997
709294131	1405 4085	1427 1902	0835 4085	
707024205	1403	1457 1465		
707035635	1705 1462			
706508073.	1004 1462			
705422961	1462			
704943144	1703	20160518 1404 1462 5129		
/U3148418	1830 9102			

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜHETÉS MOBILIÈRES

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

REPORT : PSSR060 PAGE : 178 ( 5027)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2399295 ONTARIO INC. FILE CURRENCY : 22NOV 2017

RUN NUMBER: 327 RUN DATE: 2017/11/23 ID: 20171123165434.83

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

REGISTRATION NUMBER REGISTRATION NUMBER REGISTRATION NUMBER FILE NUMBER

REGISTRATION NUMBER

699337431 688037922

61 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

This is Exhibit ..... referred to in the 

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	FILE NUMBER	DATE	SECURED PARTY
1	730565154	August 3, 2017	Daimler Truck Financial 2680 Matheson Boulevard East Suite 500 Mississauga ON L4W 0A5
2	729703728	July 11, 2017	Daimler Truck Financial 2680 Matheson Boulevard East Suite 500 Mississauga ON L4W 0A5
3	728608968	June 9, 2017	Royal Bank of Canada 36 York Mills Road, 4 <sup>th</sup> Floor Toronto ON M2P 0A4
4	723737601	December 30, 2016	Honda Canada Finance Inc. 180 Honda Boulevard Markham ON L6C 0H9
5	720795474	September 21, 2016	Coast Capital Equipment Finance Ltd. #800 – 9900 King George Boulevard Surrey BC V3T 0K7
6	720014373	August 26, 2016	Element Financial Inc. #900 – 4 Robert Speck Parkway Mississauga ON L4Z 1S1
7	718379325	July 6, 2016	VFS Canada Inc. 238 Wellington Street East, 3 <sup>rd</sup> Floor Aurora ON L4G 1J5
8	718250346	July 4, 2016	TPine Leasing Capital Corporation 6050 Dixie Road Mississauga ON L5T 1A6
9	718250409	July 4, 2016	TPine Leasing Capital Corporation 6050 Dixie Road Mississauga ON L5T 1A6
10	718086618	June 28, 2016	TPine Leasing Capital Corporation 6050 Dixie Road Mississauga ON L5T 1A6

	FILE NUMBER	DATE	SECURED PARTY
11	717477408	June 8, 2016	CLE Leasing Enterprise Ltd. 3390 South Service Road, Suite 104 Burlington ON L7N 3J5
12	716451696	May 9, 2016	CLE Leasing Enterprise Ltd. 3390 South Service Road, Suite 104 Burlington ON L7N 3J5
13	716129667	April 28, 2016	Daimler Truck Financial 2680 Matheson Boulevard East Suite 500 Mississauga ON L4W 0A5
14	714072501	February 16, 2016	Bodkin Leasing Corporation #102 – 1465 North Service Road East Oakville ON L6H 1A7
15	714076236	February 16, 2016	Bodkin Capital Corporation #102 – 1465 North Service Road East Oakville ON L6H 1A7
16	714031848	February 12, 2016	Bodkin Capital Corporation #102 – 1465 North Service Road East Oakville ON L6H 1A7
17	713871954	February 5, 2016	Bodkin Capital Corporation #102 – 1465 North Service Road East Oakville ON L6H 1A7
18	712879992	December 23, 2015	Somerville National Leasing & Rentals Ltd. 75 Arrow Road Toronto ON M9M 2L4
19	712880001	December 23, 2015	Somerville National Leasing & Rentals Ltd. 75 Arrow Road Toronto ON M9M 2L4
20	710207523	September 23, 2015	Riordan Leasing Inc. 1158 King Street East Kitchener ON N2G 2N4
21	709953552	September 15, 2015	Somerville National Leasing & Rentals Ltd. 75 Arrow Road Toronto ON M9M 2L4



	FILE NUMBER	DATE	SECURED PARTY
22	709293987	August 25, 2015	Riordan Leasing Inc. 1158 King Street East Kitchener ON N2G 2N4
23	709294131	August 25, 2015	Riordan Leasing Inc. 1158 King Street East Kitchener ON N2G 2N4
24	707024205	June 11, 2015	Travelers Leasing Ltd. #500 – 4180 Lougheed Highway Burnaby BC V5C 6A7
25	707035635	June 11, 2015	Element Financial Corporation 161 Bay Street, Suite 4600 PO Box 621 Toronto ON M5J 2S1
26	706508073	May 28, 2015	Element Financial Corporation 161 Bay Street, Suite 4600 PO Box 621 Toronto ON M5J 2S1
27	705422961	April 24, 2015	Travelers Leasing Ltd. #500 – 4180 Lougheed Highway Burnaby BC V5C 6A7
28	704943144	April 8, 2015	Element Financial Corporation 161 Bay Street, Suite 4600 PO Box 621 Toronto ON M5J 2S1
29	703148418	January 22, 2015	Mercado Capital Corporation, a Division of Westminster Savings Credit Union 180 – 4411 6 <sup>th</sup> Street South East Calgary AB T2G 4E8
30	699337431	August 28, 2014	Travelers Leasing Ltd. #500 – 4180 Lougheed Highway Burnaby BC V5C 6A7
31	688037922	June 24, 2013	VFS Canada Inc. 205 Industrial Parkway North, Unit 5 Aurora ON L4G 4C4
#30	0665844108204 v1		

### **Christine Cavarzan**



Subject:

FW: 2399295 Ontario Inc- O/A Fast Track Alliance- C1711241603

**From:** Young, Richard [mailto:richard.young@rbc.com]

Sent: Wednesday, November 29, 2017 9:44 AM

**To:** Leung, Kevin < <u>kevin.leung@rbc.com</u>> **Cc:** Wilson, Sheila < <u>sheila.wilson@rbc.com</u>>

Subject: RE: 2399295 Ontario Inc- O/A Fast Track Alliance- C1711241603

Hi Kevin,

Yes, confirming the computers were not taken and in the possession of the leasing company. This was what I received from Tahir:

Background: The computers were on lease to a company by the name of NetXS Inc to whom monthly payments were made to by our trucking company.

Mohammad Abid had informed the owner of NetXS by the name of Ajay Sharma (Phone Number: 416-884-4053) via email that Fast Track Alliance is shutting down so that they should take their equipment back.

One of the employees of NetXS, Waseem (Phone Number 416-871-5199), upon he instruction of Ajay Sharma, went to the office and removed the equipment on Thursday November 23.

Equipment is currently under their possession.

Regards,

Richard Young, CAMS | Manager, Corporate Investigation Services | Royal Bank of Canada | T.437-772-8845

This is Exhibit ...... referred to in the affidavit of .....

sworn before me, this .....

day of NOVEMBER 20.

A COMMISSIONER FOR TAKING AFFIDAVIT

From: Leung, Kevin

Sent: 2017, November, 29 9:09 AM

To: Young, Richard < richard.young@rbc.com >

Subject: RE: 2399295 Ontario Inc- O/A Fast Track Alliance- C1711241603

Hi Richard,

24

MINDEN GROSS LLP

A COMMISSIONER FOR TAKING AFFIDAVITS

MINDEN GROSS LLP BARRISTERS & SOLICITORS 145 KING STREET WEST, SUITE 2200 TORONTO, ON, CANADA M5H 4G2 TEL 416.362.3711 FAX 416.864.9223 www.mindengross.com

DIRECT DIAL

(416) 369-4124

E-MAIL FILE NUMBER kkallish@mindengross.com

1111111

November 27, 2017

## PERSONAL & CONFIDENTIAL VIA REGISTERED MAIL AND ORDINARY MAIL

2399295 Ontario Inc. Unit 2 7505 Kimbel St. Mississauga, ON L5S 1A7 Attn: Tahir Mahmood

Dear Sirs:

Re: Royal Bank of Canada ("Bank") and 2399295 Ontario Inc. ("Company")

We have been retained by the Bank in respect of the indebtedness owing to it by the Company.

As you are no doubt aware, the indebtedness owing by the Company to the Bank is repayable on demand. We have been advised by the Bank that as at November 27, 2017 the Company is indebted to it in the following amounts:

- 1. in respect of a revolving demand facility, in the amount of \$501,996, comprising principal in the amount of \$500,000 and accrued interest to and including November 27, 2017 in the amount of \$1,996. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.75% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$67.81; and
- 2. in respect of Visa account numbers 4514 0310 1006 3820 and 4516 0730 0073 7680, in the amounts of \$14,061.28 and \$36,733.79, respectively. Interest continues to accrue on the aforesaid amounts at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby advise you that the right of the Company to make any further borrowings under its agreement(s) with the Bank, and the obligation of the Bank to provide such borrowings, is hereby terminated and the indebtedness owing to the Bank by the Company expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for the payment by no later than December 7, 2017 of the amounts expressed above and all interest accruing thereon up until the date of payment in full and



for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Company to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Company.

We further advise the Company that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to December 7, 2017 without further notice to you if the Bank becomes aware of any matter which may impair its security. In addition, the Bank expressly reserves its rights not to make further advances to you or to honour any cheques drawn on the accounts maintained by you with the Bank. However, in the event the Bank, in its discretion, makes such advances or honours such cheques, such conduct shall not extend the time to make payment as set out herein or impose any obligation on the Bank to make further advances or honour further cheques and any additional indebtedness arising therefrom shall be immediately repayable to the Bank.

We further advise you that your Visa card privileges in respect of account numbers 4514 0310 1006 3820 and 4516 0730 0073 7680 have been cancelled effective immediately. You will not be entitled thereafter to charge these cards with any debt or obligation. Please cut all cards relating to these accounts in half and return them to us immediately.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitors.

Yours truly,

MINDEN GROSS/LLP

Per

Kenneth L. Kallish

KLK/th Enc.

cc

Royal Bank of Canada - Attn: K. Leung, Manager - Special Loans & Advisory Services

\*Partner through Professional Corporation

243

## NOTICE OF INTENTION TO ENFORCE SECURITY PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA) SECTION 244

## PERSONAL & CONFIDENTIAL REGISTERED MAIL AND ORDINARY MAIL

TO: 2399295 ONTARIO INC., an insolvent person

### TAKE NOTICE THAT:

- 1. **Royal Bank of Canada**, a secured creditor, intends to enforce its security on the insolvent person's property described below:
  - all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
- 2. The security that is to be enforced is in the form of a General Security Agreement dated June 15, 2017.
- 3. The total amount of indebtedness secured by the security as at November 27, 2017 is \$552,791.07, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
- 4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

**DATED** at Toronto this 27<sup>th</sup> day of November, 2017.

ROYAL BANK OF CANADA

by its solicitors, MINDEN GROSS LLP

Per:

Kenneth L. Kallish

244

MINDEN GROSS LLP

A COMMISSIONER FOR TAKING AFFIDAVITS

MINDEN GROSS LLP BARRISTERS & SOLICITORS 145 KING STREET WEST, SUITE 2200 TORONTO, ON, CANADA M5H 4G2 TEL 416.362.3711 FAX 416.864.9223 www.mindengross.com

DIRECT DIAL

(416) 369-4124

E-MAIL FILE NUMBER kkallish@mindengross.com

1111111

November 27, 2017

#### PERSONAL & CONFIDENTIAL VIA REGISTERED MAIL AND ORDINARY MAIL

Tahir Mahmood	Mohammad Khattak
Suite 1007	79 Hopkinson Crescent
3001 Finch Avenue West	Ajax, ON L1T 4E1
North York, ON M9M 3A9	

Dear Sirs:

Re: Royal Bank of Canada ("Bank") and 2399295 Ontario Inc. ("Company")

We have been retained by the Bank in respect of the indebtedness owing to it by each of you.

As you are aware, you each jointly and severally guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated June 15, 2017 limited to the sum of \$500,000.

As at November 27, 2017, the Company is indebted to the Bank in the following amounts:

- 1. in respect of a revolving demand facility, in the amount of \$501,996, comprising principal in the amount of \$500,000 and accrued interest to and including November 27, 2017 in the amount of \$1,996. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.75% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$67.81; and
- 2. in respect of Visa account numbers 4514 0310 1006 3820 and 4516 0730 0073 7680, in the amounts of \$14,061.28 and \$36,733.79, respectively. Interest continues to accrue on the aforesaid amounts at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby formally make demand upon each of you for the payment by no later than December 7, 2017 of the sum of \$500,000 plus interest accruing under your guarantee and postponement of claim from the date hereof up until the date of payment in full and the



legal fees on a scale as between a solicitor and his own client incurred by the Bank in connection with the collection of the amounts referred to above.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against each of you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to December 7, 2017 without further notice to either of you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

MINDEN GROSS LLP

Per:

Kenneth L. Kallish\*

KLK/th

cc Royal Bank of Canada - Attn: K. Leung, Manager - Special Loans & Advisory Services

\*Partner through Professional Corporation

#3063816 v1 | 1111111

#### **CONSENT TO EARLIER ENFORCEMENT**

TO: ROYAL BANK OF CANADA

THE UNDERSIGNED hereby acknowledges receipt of a Notice Of Intention To Enforce Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act (Canada)* (the "Notice") dated November 27, 2017, delivered to us by you or on your behalf, and hereby consents to the earlier enforcement by you of the security referred to in the Notice.

DATED at Toronto this 29 day of November, 2017.

2399295 **ONTARIO INC.** 

Per:

Name: TAHIR MAHMOOD

Title: DIRECTOR

I have authority to bind the Corporation

This is Exhibit referred to in the affidavit of KEVIN LEUNG sworn before me, this SOTH day of MALEMBER 20 7

A COMMISSIONER FOR TAKING AFFIDAVITS

#3065800 v1 | 4108204

Court File No.

#### ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

BETWEEN:

#### **ROYAL BANK OF CANADA**

**Applicant** 

and

#### 2399295 ONTARIO INC. o/a FAST TRACK ALLIANCE

Respondent

#### CONSENT

msi Spergel inc. hereby agrees to act as Receiver in the above-noted matter.

DATED at TORONTO, Ontario this (day of November, 2017.

msi Spergel inc.

er:

Name: Philip H. Gennis, J.D., CIRP, LIT

Title: Senior Principal

#30665664108204 v1

This is Exhibit referred to in the affidavit of LUM LEUW Community sworn before me, this 30717

A COMMISSIONER FOR TAKING AFFIDAVITS

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**ROYAL BANK OF CANADA** Applicant

-and-

2399295 ONTARIO INC. o/a FAST TRACK ALLIANCE

Respondent

Court File No.

# ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

Proceeding commenced at Toronto

### CONSENT

## MINDEN GROSS LLP

Barristers and Solicitors 2200 - 145 King Street West Toronto, ON M5H 4G2

Rachel Moses (LSUC# 42081V) rmoses@mindengross.com

Tel: 416-369-4115 Fax: 416-864-9223

Lawyers for the Applicant

2399295 ONTARIO INC. o/a FAST TRACK ALLIANCE, et al

Respondents

Court File No. CV-17-587514-00CL

## SUPERIOR COURT OF JUSTICE COMMERCIAL LIST ONTARIO

Proceeding commenced at Toronto

## (SWORN NOVEMBER 30, 2017) **AFFIDAVIT OF KEVIN LEUNG**

# MINDEN GROSS LLP

2200 - 145 King Street West Toronto, ON M5H 4G2 Barristers and Solicitors

Rachel Moses (LSUC# 42081V) rmoses@mindengross.com

416-369-4115 416-864-9223 Tel: Fax:

Lawyers for the Applicant

(File No. 4108204)

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Court File No. CV-17-587514-00CL

#### ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

BETWEEN:

#### **ROYAL BANK OF CANADA**

Applicant

and

#### 2399295 ONTARIO INC. o/a FAST TRACK ALLIANCE

Respondent

#### AFFIDAVIT OF KENNETH L. KALLISH (Sworn November 30, 2017)

I, KENNETH L. KALLISH, of the City of Toronto, in the Province of Ontario, MAKE

OATH AND SAY:

- 1. I am a partner at Minden Gross LLP the lawyers for the Applicant, Royal Bank of Canada ("RBC"), and as such have knowledge of the matters to which I hereinafter depose.
- 2. I am making this affidavit in support of an application by RBC for the appointment of a receiver of all of the assets, undertakings and properties of 2399295 Ontario Inc. o/a Fast Track Alliance (the "**Debtor**"). Where this affidavit is based upon information received from others, I verily believe that information to be true.

- 3. I will use the same defined terms as in the affidavit of Kevin Leung sworn November 30, 2017.
- 4. NetXS Inc. is not a secured creditor of the Debtor under the PPSA.
- 5. I am advised by my partner, Rachel Moses, that on November 30, 2017 at approximately 1:10 p.m. she spoke with Ajay Sharma the principal of NetXS and was advised as follows:
  - Mr. Khattak sent an email to Mr. Sharma on November 22, 2017 stating (emphasis added):

"Please be advised that I will no longer be responsible for the continuation of payment for office equipment i.e. computers, phones, servers etc at our office for the remainder of our two years contract. You can come and pick up as we are unable to afford any further installments for the remainder of our lease since Fast Track Alliance is filing for bankruptcy. Sorry for this inconvenience!" A copy of this email is attached as Exhibit "A".

- on or about November 23, 2017, the Debtor's computers were removed by NetXS Inc. as per Mr. Khattak's email.
- NetXS Inc. is currently holding 3 personal computers, 1 server and several monitors;



- NetXS Inc. has wiped out the data on the server;
- NetXS Inc. has not removed the back-up server and does not know where the back-up server is;
- it is possible to retrieve the wiped out data by obtaining the username and passwords of the Debtor together with the back-up server;
- the Debtor has not paid NetXS Inc. for the last three months.
- 6. msi Spergel inc. the proposed receiver advises that in these circumstances it is critical to, immediately have access to the server and back-up server for purposes of retrieving the wiped out data, as well as to secure the books and records and financial information of the Debtor and that as each day passes, the potential for the financial information to be lost increases.

**SWORN BEFORE ME** at the City of Toronto, in the Province of Ontario on November 30, 2017.

Commissioner for Taking Affidavits (or as may be)

KENNETH L. KALLISH

	Rachel Moses		
	From: Sent: To: Subject:	Ajay Sharma <ajay@netxsinc.com> Thursday, November 30, 2017 1:17 PM Rachel Moses Fw: Office equipment</ajay@netxsinc.com>	
	Please see the e-mail below thanks		
	Ajay Sharma IT Director  Net-Xs Inc  T Solution  416-884-4053 Ajay@netxsinc.com  www.netxsinc.com	day of	
M			

Sent: Wednesday, November 22, 2017 10:43 PM
To: Ajay Sharma
Subject: Re: Office equipment

Ajay,

Please be advised that I will no longer be responsible for the continuation of payment for office equipment i.e. computers, phones, servers etc at our office for the remainder of our two years contract.

You can come and pick up as we are unable to afford any further installments for the remainder of our lease

since Fast Track Alliance is filing for bankruptcy.

From: Fast Track Alliance <dispatch@fasttrackalliance.ca>

Sorry for this inconvenience!

Thanks

ROYAL BANK OF CANADA Applicant

-and- 2399295

2399295 ONTARIO INC. o/a FAST TRACK ALLIANCE, et al Respondents

Court File No. CV-17-587514-00CL

## ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

Proceeding commenced at Toronto

# AFFIDAVIT OF KENNETH L. KALLISH (SWORN NOVEMBER 30, 2017)

# MINDEN GROSS LLP

Barristers and Solicitors 2200 - 145 King Street West Toronto, ON M5H 4G2 Rachel Moses (LSUC# 42081V) rmoses@mindengross.com

Tel: 416-369-4115 Fax: 416-864-9223 Lawyers for the Applicant

(File No. 4108204)

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## ROYAL BANK OF CANADA Applicant

-and- 2399295 ONTARIO INC. o/a FAST TRACK ALLIANCE Respondent

Court File No. CV-17-587514-00CL

## ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

Proceeding commenced at Toronto

# APPLICATION RECORD

# MINDEN GROSS LLP

Barristers and Solicitors 2200 - 145 King Street West Toronto, ON M5H 4G2 Rachel Moses (LSUC# 42081V)

rmoses@mindengross.com

Tel: 416-369-4115 Fax: 416-864-9223 Lawyers for the Applicant

(File No. 4108204)