

Court File No. CV-22-00678808-00CL

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

B E T W E E N:

CANADIAN EQUIPMENT FINANCE AND LEASING INC.

Applicant

and

THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED,  
2618909 ONTARIO LIMITED, BEVERLEY ROCKLIFFE  
and CHANTAL BOCK

Respondents

**APPLICATION RECORD**

March 23, 2022

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Ave, Suite 1600  
Toronto ON M5G 1V2  
Fax: 416-597-3370

**R. Brendan Bissell - LSO# 40354V**  
Tel: 416-597-3384  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Joel Turgeon – LSO#: 80984R**  
Tel: 416-597-6486  
Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for the Applicant

TO: **THE HYPPOINT COMPANY LIMITED**  
25 Morrow Avenue, Suite 100  
Toronto ON M6R 2H9

AND TO: **2618905 ONTARIO LIMITED**  
25 Morrow Avenue, Suite 100  
Toronto ON M6R 2H9

AND TO: **2618909 ONTARIO LIMITED**  
25 Morrow Avenue, Suite 100  
Toronto ON M6R 2H9

AND TO: **BEVERLEY ROCKLIFFE**  
235 Front Street  
Oakville, ON L6J 1A4

AND TO: **CHANTAL BOCK**  
287 MacDonald Road  
Oakville, ON L6J 2A6

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# Tab 1

**Notice of Application**



Court file number: \_\_\_\_\_

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

Electronically issued : 23-Mar-2022  
Délivré par voie électronique : 23-Mar-2022  
Toronto

**D E I V E E N :**

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

Applicant

- and -

**THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED,  
2618909 ONTARIO LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK**

Respondents

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**NOTICE OF APPLICATION**

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TO THE RESPONDENTS:

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

THIS APPLICATION will come on for a hearing:

In person

By telephone conference

By video conference

on a day and time to be set at a scheduling hearing.

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 INAPPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: \_\_\_\_\_ Issued by: \_\_\_\_\_

Local Registrar

Address of  
court office: 330 University Ave  
Toronto, ON M5G 1R8

**TO: THE HYPOINT COMPANY LIMITED**

25 Morrow Avenue, Suite 100  
Toronto, Ontario M6R 2H9

**2618905 ONTARIO LIMITED**

25 Morrow Avenue, Suite 100  
Toronto, Ontario M6R 2H9

**2618909 ONTARIO LIMITED**

25 Morrow Avenue, Suite 100  
Toronto, Ontario M6R 2H9

**BEVERLEY ROCKLIFFE**

235 Front Street  
Oakville, Ontario L6J 1A4

**CHANTAL BOCK**

287 MacDonald Road  
Oakville, Ontario L6J 2A6

---

## APPLICATION

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### I. RELIEF SOUGHT

1. The Applicant makes application for:
  - a. a receivership order pursuant to sections 243 of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) and 101 of the *Courts of Justice Act* (Ontario) (the “**CJA**”) in substantial accordance with the Commercial List model receivership order appointing Albert Gelman Inc. (“**AGI**”) as receiver and manager (in such capacities, the “**Receiver**”), without security, of all of the assets, undertakings and properties of the Respondents The Hypoint Company Limited (“**Hypoint**”) and 2618909 Ontario Limited (“**909 Ltd.**”) acquired for, or used in relation to a business carried on by any or both of them (collectively, the “**Property**”), including without limitation the “**Collateral**” as defined in a loan and security agreement #141-06-2020-01 made as of the 1<sup>st</sup> day of June, 2020, between Hypoint and the Applicant (together with all attendant signed documentation, the “**Loan and Security Agreement**”).
  - b. a judgment against all the other Respondents (being 2618905 Ontario Limited (“**905 Ltd.**”), Beverley Rockliffe and Chantal Bock), jointly and severally, for:
    - i. \$676,252.29 in outstanding capital and interests owed as of March 11, 2022 on account of the Loan and Security Agreement through respective guarantee and postponement of claim agreements dated June 1<sup>st</sup>, 2020 (together with all attendant signed documentation, the “**Guarantees**”; the Guarantees and the Loan and Security Agreement are collectively referred to as the “**Debt Instruments**”).

- ii. pre-judgment and post-judgment interest at the rate of 19.56% per annum in accordance with the Debt Instruments.
- c. an order against all the Respondents, jointly and severally, for the Applicant's costs incurred in respect of this application, on a full indemnity basis in accordance with the Debt Instruments.

## II. THE PARTIES

- 2. The Respondent companies' business is marijuana production (the "**Business**") predominantly out of premises located at 59 Roy Boulevard in Brantford, Ontario, bearing PIN 32281-0038 (LT) and described as "LT 39 PL 1455 Brantford City" in land registry office #2 (the "**Premises**").
- 3. The Premises are owned by '909 Ltd. and subject to a lease among '909 Ltd. and Hypoint.
- 4. Hypoint is the main operating company. The chief executive offices of Hypoint, '909 Ltd. and '905 Ltd. are all at 25 Morrow Avenue, Toronto.
- 5. The principals of the Business include Thomas Bock, William Halkiw and Wayne Rockcliffe.
- 6. Hypoint is related to '905 Ltd. and '909 Ltd. through shareholding. Mr. Bock and Mr. Halkiw are among the directors and officers of '905 Ltd., and Mr. Halkiw is the sole director and officer of '909 Ltd.
- 7. The Respondents Chantal Bock and Beverley Rockcliffe (together with '905 Ltd. and '909 Ltd., the "**Guarantors**") are the respective spouses of Mr. Bock and Mr. Rockcliffe.

### **III. THE SECURITY, COLLATERAL AND PROPERTY**

8. The Applicant financed Hypoint's purchase of the Collateral, primarily comprised of HVAC (heating, ventilation and air conditioning) equipment, under the Loan and Security Agreement.
9. Under the Loan and Security Agreement, all Hypoint's obligations to the Applicant are secured by a security interest in the Collateral and proceeds thereof (the "**Security**"). The Security constitutes a purchase-money security interest (PMSI) within the meaning of the Ontario *Personal Property Security Act* (the "**PPSA**") and was properly registered under the PPSA against all the Respondents.
10. The Collateral was installed on the Premises and used for the Business, as contemplated under the Loan and Security Agreement.
11. The Property is primarily comprised of the Collateral, the Premises, and all things necessary and attendant to the Business.

### **IV. THE DEFAULTS AND INDEBTEDNESS**

12. The loan under the Loan and Security Agreement is for the principal sum of \$779,070 repayable in 20 consecutive quarterly payments of \$47,814.75 in principal and interest commencing on July 1<sup>st</sup>, 2020. The interest rate is an annual fixed rate, pre-computed for the entire term, of 8.75% per annum (absent any defaults). The total of principal and interest due over the term of the Loan and Security Agreement (excluding interest charged on amounts past due) is \$956,295.

13. Hypoint is in arrears of \$49,095.94 as of February 17, 2022. This constitutes an event of default entitling the Applicant, under the Loan and Security Agreement, to, *inter alia* and whether alternatively or cumulatively:
  - a. declare the owing balance immediately due and payable, which, as of March 11, 2022, was \$676,252.29 (the “**Indebtedness**”),
  - b. appoint a receiver or receiver and manager, and
  - c. repossess and sell the Collateral,in addition to any other remedy that the Applicant has at law, including without limitation under the PPSA, the BIA or the CJA.
14. Under the Loan and Security Agreement, Hypoint is liable for all costs, charges and expenses reasonably incurred by the Applicant or any receiver appointed by it in enforcing the Loan and Security Agreement (the “**Enforcement Costs**”). The Indebtedness (post-default) and the Enforcement Costs amounts bear interest at the rate of 1.5% per month (19.56% per annum).
15. Under the Guarantees, the Guarantors guarantee all Hypoint’s obligations to the Applicant, including the Indebtedness and the Enforcement Costs, and the Applicant is granted the right to seek immediate and full repayment of the same from the Guarantors as is done herein, without any condition, restriction or requirement other than Hypoint being in default.

## V. OTHER REGISTRANTS

16. Based on a current PPSA searches against the corporate Respondents:
  - a. the PPSA registrants against Hypoint other than the Applicant are Mr. Bock and Add Capital Corp.

- b. there is no PPSA registrant against '905 Ltd. other than the Applicant.
  - c. the other PPSA registrants against '909 Ltd. are Delrin Investments Inc., Samuel Stern, Harvey Kessler and Richard Goldberg ("**Delrin *et als.***")
17. Based on collateral descriptions in the PPSA registry, it cannot be determined with certainty whether the PPSA registrations other than the Applicant's purport to charge the Collateral, but if so, this would constitute a further event of default under the Loan and Security Agreement, and the Applicant's security interest would rank first on the Collateral both by virtue of being priorly registered and by virtue of being a PMSI.
18. Based on a current land registry search, the Premises are encumbered by:
- a. a \$4,000,000 charge registered on June 18, 2020 in favour of Delrin *et als.*
  - b. a \$1,300,000 charge registered on June 18, 2020 in favour of Bruce Lebelky, with a postponement of the Delrin *et als.* charge in favour of Mr. Lubelsky registered on the same day.
  - c. a \$779,070 notice of security interest registered on June 23, 2020 in favour of the Applicant, and
  - d. a \$166,000 notice of security interest registered on January 27, 2022 in favour of Mr. Bock and Covi Inc.
19. Pursuant to mortgage waiver and consent agreements entered into as of June 1, 2020 with the Applicant, each of Delrin *et als.*:
- a. acknowledge that the Collateral is financed and will be installed on the Premises.
  - b. consent to the Applicant's security interest in the Collateral.
  - c. disclaim any present or future interest in the Collateral, regardless of whether it is affixed to the Premises.

- d. waive all right to take security enforcement proceedings against the Collateral or to levy or distrain, at any time, upon the Collateral.
  - e. agreed to allow the Applicant or any agent on its behalf, upon reasonable notice, to enforce its security interest on the Collateral, including the removal thereof from the Premises, provided that the Applicant is liable for the reasonable costs of repairing any resulting damage to the Premises.
20. '909 Ltd. and the Applicant entered into a consent and postponement agreement dated June 1, 2020 whereby '909 Ltd., as owner of the Premises and Hypoint's landlord:
- a. postpones and subordinates any right that it has or may acquire in respect of the Collateral to all such rights of the Applicant.
  - b. agreed to allow the Applicant or any agent on its behalf, upon reasonable notice, to enforce its security interest on the Collateral, including the removal thereof from the Premises, provided that any damage caused be repaired and the Premises restored to their original condition.
21. All the above registrants were served with the application record for this application at the addresses disclosed in the PPSA and land registries.

**VI. NO RESPONSE TO DEMAND AND s. 244 NOTICE**

22. On February 9, 2022, the Applicant sent the Respondents a demand letter by registered mail. The demand letter sets out the defaults as well as the Indebtedness and Enforcement Costs amounts to date and demands repayment by February 17, 2022.
23. A notice under BIA s. 244 was enclosed with the demand letter.
24. None of the Respondents responded to the demand letter or cured the defaults.

## **VII. APPOINTMENT OF RECEIVER IS JUST AND CONVENIENT**

25. Subject to the Receiver's assessment of the most proper way to proceed, the Applicant believes that a sale of the Premises, including the Collateral, is appropriate to ensure that the value of the Collateral and the Premises – which is intrinsically linked – is preserved and obtained for the benefit of all stakeholders, considering among other things that:
- a. the Collateral has been installed on the Premises, and removing it would potentially incur expense and/or cause damage to the Premises and the Collateral.
  - b. the Premises likely have more value with the Collateral installed, and the Collateral likely has more value when installed than if removed and sold as used equipment.
  - c. the Receiver will be able to run a proper marketing and sale process and locate an acceptable transaction for the Premises in accordance with the standards expected of an officer of this court.
  - d. the Receiver will be able to independently resolve, as an officer of the court, possible competing priorities or complexities arising from the fact that the Collateral is personal property that has been affixed to the Premises, and the fact that the respective creditor rights are at the intersection of personal and real property security law.
  - e. throughout, the Receiver will report to the court and all stakeholders to ensure transparency and orderliness.
26. For those reasons, the appointment of the Receiver is likely to bring a better result for all stakeholders than any other enforcement mechanism.
27. Therefore, the appointment of the Receiver is just and convenient in the circumstances.
28. AGI consents to its appointment as Receiver.

### **VIII. THE APPLICANT IS ENTITLED TO THE RELIEF SOUGHT**

29. Considering the above, the Applicant is entitled to the relief sought, being:
- a. a receivership order pursuant to BIA s. 243 and CJA s. 101 in substantial accordance with the Commercial List model receivership order appointing AGI as Receiver, without security, of all of the Property of the Respondents Hypoint and '909 Ltd. including without limitation the Collateral.
  - b. a judgment against all the other Respondents (being '905 Ltd, Beverley Rockliffe and Chantal Bock), jointly and severally, for:
    - i. \$676,252.29 in outstanding capital and interests owed as of March 11, 2022 on account of the Debt Instruments.
    - ii. pre-judgment and post-judgment interest at the rate of 1.5% per month (19.56% per annum) in accordance with the Debt Instruments.
  - c. an order against all the Respondents, jointly and severally, for the Applicant's costs incurred in respect of this application, on a full indemnity basis in accordance with the Debt Instruments.
30. The following documentary evidence will be used at the hearing of the application:
- a. the affidavit of Brent Keenan sworn March 21, 2022 and exhibits thereto,
  - b. the consent of AGI to act as Receiver, and
  - c. such further and other materials as counsel may advise and the court may permit.

March 21, 2022

**GOLDMAN SLOAN NASH & HABER LLP**

480 University Avenue, Suite 1600

Toronto, Ontario M5G 1V2

Fax: 416-597-6477

**R. Brendan Bissell** – LSO #: 40354V

Tel: (416) 597-6489

Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Joël Turgeon** – LSO #: 80984R

Tel: (416) 597-6486

Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for the Applicant

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

Court File No. \_\_\_\_\_

Applicant

- and -

**THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED,  
2618909 ONTARIO LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK**

Respondents

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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**NOTICE OF APPLICATION**

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480 University Avenue, Suite 1600  
Toronto (ON) M5G 1V2  
Fax: (416) 597-3370

**R. Brendan Bissell** – LSO #: 40354V  
Tel: (416) 597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Joël Turgeon** – LSO #: 80984R  
Tel: (416) 597-6486  
Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for the Applicant

# Tab 2

Affidavit of Brent Keenan sworn March 21, 2022

Court File No. CV-22-00678808-00CL

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

**B E T W E E N :**

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

Applicant

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2618909 ONTARIO LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK**

Respondents

---

**AFFIDAVIT OF BRENT KEENAN**  
(sworn March 21, 2022)

---

I, Brent Keenan, of the City of Guelph, in the Province of Ontario, **MAKE OATH**  
**AND SAY:**

1. I am the Applicant's President & Managing Partner and have been since 2009. As such I have personal knowledge of the facts and matters deposed in this affidavit save where the same are stated to be based upon information or belief, and where so stated I verily believe the same to be true.
2. I make this affidavit in support of the Applicant's application for:
  - a. a receivership order pursuant to what I am advised are sections 243 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") and 101 of the *Courts of Justice Act* (Ontario) (the "**CJA**") in substantial accordance with the Commercial List model receivership order appointing Albert Gelman Inc. ("**AGI**") as receiver

and manager (in such capacities, the “**Receiver**”), without security, of all of the assets, undertakings and properties of the Respondents The Hypoint Company Limited (“**Hypoint**”) and 2618909 Ontario Limited (“**909 Ltd.**”) acquired for, or used in relation to a business carried on by any or both of them (collectively, the “**Property**”), including without limitation the “**Collateral**” as defined in a loan and security agreement #141-06-2020-01 made as of the 1<sup>st</sup> day of June, 2020, between Hypoint and the Applicant (together with all attendant signed documentation, the “**Loan and Security Agreement**”).

- b. a judgment against all the other Respondents (being 2618905 Ontario Limited (“**905 Ltd.**”), Beverley Rockliffe and Chantal Bock), jointly and severally, for:
  - i. \$676,252.29 in outstanding capital and interests owed as of March 11, 2022 on account of the Loan and Security Agreement through respective guarantee and postponement of claim agreements dated June 1<sup>st</sup>, 2020 (together with all attendant signed documentation, the “**Guarantees**”; the Guarantees and the Loan and Security Agreement are collectively referred to as the “**Debt Instruments**”).
  - ii. pre-judgment and post-judgment interest at the rate of 19.56% per annum in accordance with the Debt Instruments.
- c. an order against all the Respondents, jointly and severally, for the Applicant’s costs incurred in respect of this application, on a full indemnity basis in accordance with the Debt Instruments.

## **I. THE PARTIES**

3. The Respondent companies' business is marijuana production (the "**Business**") predominantly out of premises located at 59 Roy Boulevard in Brantford, Ontario, bearing PIN 32281-0038 (LT) and described as "LT 39 PL 1455 Brantford City" in land registry office #2 (the "**Premises**"). Hypoint is the main operating company.
4. As more fully appears from a copy of the parcel register for the Premises which I attach as **Exhibit "A"**, the Premises are owned by '909 Ltd. I also know that the Premises are subject to a lease among '909 Ltd. and Hypoint.
5. As more fully appears from copies of corporation profile reports for each of Hypoint, '905 Ltd. and '909 Ltd. which I respectively attach as **Exhibits "B", "C" and "D"**:
  - a. Hypoint's chief executive offices are at 25 Morrow Avenue, Toronto.
  - b. the principals of the Business include Thomas Bock, William Halkiw and Wayne Rockcliffe. Mr. Bock and Mr. Halkiw are among the directors and officers of '905 Ltd., and Mr. Halkiw is the sole director and officer of '909 Ltd. I also know that Hypoint is related to '905 Ltd. and '909 Ltd. through shareholding.
6. The Respondents Chantal Bock and Beverley Rockcliffe (together with '905 Ltd. and '909 Ltd., the "**Guarantors**") are the respective spouses of Mr. Bock and Mr. Rockcliffe.

## **II. THE SECURITY, COLLATERAL AND PROPERTY**

7. The Applicant financed Hypoint's purchase of the Collateral, primarily comprised of HVAC (heating, ventilation and air conditioning) equipment, under the Loan and Security Agreement.

8. As more fully appears from a copy of the Loan and Security Agreement which I attach as **Exhibit “E”**, under the Loan and Security Agreement:
  - a. all Hypoint’s obligations to the Applicant are secured by a security interest in the Collateral and proceeds thereof (the “**Security**”) (see s. 2 of attached terms and conditions (“**T&Cs**”).
  - b. the Security constitutes a purchase-money security interest (PMSI) within the meaning of the Ontario *Personal Property Security Act* (the “**PPSA**”) (T&Cs, s. 2(c)).
  - c. the Security has attached (T&Cs, s. 12(o)).
9. As more fully appears from a copy of PPSA search reports for the corporate Respondents, which I attach as **Exhibit “F”**, the Security was properly registered under the PPSA in file number 762167673 on May 27, 2020, as amended on June 22, 2020 to correct minor mismatches in the collateral description (including serial numbers), and as reamended on June 24, 2020 to add ‘905 Ltd. and ‘909 Ltd. as debtors. I note that only Hypoint has signed a formal security agreement with the Applicant, although the Guarantees include *inter alia* trust provisions for which PPSA registrations were done as a “belt and suspenders” measure.
10. The Collateral was installed on the Premises and used for the Business, as contemplated under the Loan and Security Agreement.
11. To the best of my knowledge, the Property is primarily comprised of the Collateral, the Premises, and all things necessary and attendant to the Business.

### III. THE DEFAULTS AND THE INDEBTEDNESS

12. As more fully appears from page 1 of the Loan and Security Agreement (Exhibit “E”):
- a. the loan thereunder is for the principal sum of \$779,070 repayable in 20 consecutive quarterly payments of \$47,814.75 in principal and interest commencing on July 1<sup>st</sup>, 2020.
  - b. the interest rate is an annual fixed rate, pre-computed for the entire term, of 8.75% per annum (absent any defaults).
  - c. the total of principal and interest due over the term of the Loan and Security Agreement (excluding interest charged on amounts past due) is \$956,295.
13. Hypoint is in arrears of \$49,095.94 as of February 17, 2022.
14. As more fully appears from the Loan and Security Agreement (Exhibit “E”):
- a. this constitutes an event of default (T&Cs, s. 10(a)).
  - b. the Applicant is entitled, *inter alia* and whether alternatively or cumulatively, to:
    - i. declare the owing balance immediately due and payable, which, as of March 11, 2022, was \$676,252.29 (the “**Indebtedness**”),
    - ii. appoint a receiver or receiver and manager, and
    - iii. repossess and sell the Collateral,in addition to any other remedy that the Applicant has at law, including without limitation under the PPSA, the BIA or the CJA (T&Cs, s. 11 and 12).
  - c. Hypoint is liable for all costs, charges and expenses reasonably incurred by the Applicant or any receiver appointed by it in enforcing the Loan and Security Agreement (the “**Enforcement Costs**”) (T&Cs, s. 12 (f)).

- d. the Indebtedness (post-default) and the Enforcement Costs amounts bear interest at the rate of 1.5% per month (19.56% per annum) (T&Cs, s. 13(e)).
15. I attach a copy of the Guarantees signed by 905 Ltd., Beverley Rockliffe and Chantal Bock as respective **Exhibits “G”, “H” and “I”**. They all contain the same terms. As more fully appears from those:
- a. the Guarantors guarantee all Hypoint’s obligations to the Applicant, including the Indebtedness and the Enforcement Costs (s. 1).
  - b. the Applicant is granted the right to seek immediate and full repayment of the same from the Guarantors as is done herein, without any condition, restriction or requirement other than Hypoint being in default (see primarily s. 5 and 6).

#### **IV. OTHER REGISTRANTS**

16. Based on current PPSA searches against the corporate Respondents (Exhibit “F”):
- a. the PPSA registrants against Hypoint other than the Applicant are Mr. Bock and Add Capital Corp.
  - b. there is no PPSA registrant against ‘905 Ltd. other than the Applicant.
  - c. the other PPSA registrants against ‘909 Ltd. are Delrin Investments Inc., Samuel Stern, Harvey Kessler and Richard Goldberg (“**Delrin et als.**”)
17. Based on collateral descriptions in the PPSA registry, it cannot be determined with certainty whether the PPSA registrations other than the Applicant’s purport to charge the Collateral, but if so, this would constitute a further event of default under the Loan and Security Agreement (see T&Cs, s. 10(d)), and I am advised the Applicant’s security interest would rank first on the Collateral both by virtue of being priorly registered and by virtue of being a PMSI.

18. Based on a current land registry search (Exhibit “A”), the Premises are encumbered by:
  - a. a \$4,000,000 charge registered on June 18, 2020 in favour of Delrin *et als.*
  - b. a \$1,300,000 charge registered on June 18, 2020 in favour of Bruce Lebelsky, with a postponement of the Delrin *et als.* charge in favour of Mr. Lubelsky registered on the same day.
  - c. a \$779,070 notice of security interest registered on June 23, 2020 in favour of the Applicant
  - d. a \$166,000 notice of security interest registered on January 27, 2022 in favour of Mr. Bock and Covi Inc.
  
19. Pursuant to mortgage waiver and consent agreements entered into as of June 1, 2020 with the Applicant, of which I attach copies as **Exhibit “J”**, each of Delrin *et als.*:
  - a. acknowledge that the Collateral is financed and will be installed on the Premises.
  - b. consent to the Applicant’s security interest in the Collateral.
  - c. disclaim any present or future interest in the Collateral, regardless of whether it is affixed to the Premises.
  - d. waive all right to take security enforcement proceedings against the Collateral or to levy or distrain, at any time, upon the Collateral.
  - e. agreed to allow the Applicant or any agent on its behalf, upon reasonable notice, to enforce its security interest on the Collateral, including the removal thereof from the Premises, provided that the Applicant is liable for the reasonable costs of repairing any resulting damage to the Premises.

20. '909 Ltd. and the Applicant entered into a consent and postponement agreement dated June 1, 2020, of which I attach copies as **Exhibit "K"**, whereby '909 Ltd., as owner of the Premises and Hypoint's landlord:
- a. postpones and subordinates any right that it has or may acquire in respect of the Collateral to all such rights of the Applicant.
  - b. agreed to allow the Applicant or any agent on its behalf, upon reasonable notice, to enforce its security interest on the Collateral, including the removal thereof from the Premises, provided that any damage caused be repaired and the Premises restored to their original condition.
21. All the above registrants will be served with the application record for this application at the addresses disclosed in the PPSA and land registries.

**V. NO RESPONSE TO DEMAND AND S. 244 NOTICES**

22. On February 9, 2022, the Applicant sent the Respondents a demand letter, of which I attach a copy as **Exhibit "L"**, by registered mail. The demand letter sets out the defaults as well as the Indebtedness and Enforcement Costs amounts to date and demands repayment by February 17, 2022. A notice under BIA s. 244 was enclosed with the demand letter.
23. None of the Respondents responded to the demand letter or cured the defaults.
24. Before the Applicant made demand on the Respondents, I had been in touch with the principals of the Business concerning the arrears. They asked that the Applicant defer taking any steps notwithstanding the defaults. However, they were not prepared to offer any consideration for such deferral, such as additional guarantees. I am aware that the Respondents have been attempting to sell the Premises for some time, including by

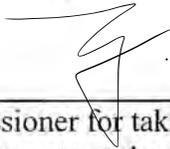
listings on MLS, but it does not appear that the Respondents have either been able or willing to effect a sale.

**VI. APPOINTMENT OF RECEIVER IS JUST AND CONVENIENT**

25. It is unfair that the Applicant be asked to essentially wait and be unpaid while the Respondents are in default and are unwilling or unable to sell the assets in order to pay what is owing.
26. Subject to the Receiver's assessment of the most proper way to proceed, I believe that a sale of the Premises, including the Collateral, is appropriate to ensure that the value of the Collateral and the Premises – which is intrinsically linked – is preserved and obtained for the benefit of all stakeholders, considering among other things that:
- a. the Collateral has been installed on the Premises, and removing it would potentially incur expense and cause damage to the Premises and the Collateral.
  - b. the Premises likely have more value with the Collateral installed, and the Collateral likely has more value when installed than if removed and sold as used equipment.
  - c. the Receiver will be able to run a proper marketing and sale process and locate an acceptable transaction for the Premises in accordance with the highest standards expected of an officer of this court.
  - d. the Receiver will be able to independently resolve, as an officer of the court, possible competing priorities or complexities arising from the fact that the Collateral is personal property that has been affixed to the Premises, and the fact that the respective creditor rights are at the intersection of personal and real property security law.

- e. throughout, the Receiver will report to the court and all stakeholders to ensure transparency and orderliness.
27. For those reasons, I believe that the appointment of the Receiver is likely to bring a better result for all stakeholders than any other enforcement mechanism.
28. Therefore, I believe the appointment of the Receiver is just and convenient in the circumstances.
29. AGI consents to its appointment as Receiver. I attach a copy of its consent as **Exhibit "M"**.

SWORN BEFORE ME via Zoom at the City of Toronto, in the Province of Ontario, this 21<sup>st</sup> day of March, 2022 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*



Commissioner for taking affidavits  
(present at Toronto at the time of swearing)

Joël Turgeon

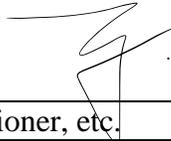


Brent Keenan  
(present at Kitchener at the time of swearing)

# Tab A

Parcel register for PIN 32281-0038 (LT) (municipally known as 59  
Roy Boulevard, Brantford, ON)

This is **Exhibit "A"** to the affidavit of Brent Keenan sworn before me via Zoom this 21<sup>st</sup> day of March, 2022 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*

A handwritten signature in black ink, appearing to be the name of the Commissioner, is written over the signature line.

A Commissioner, etc.

PROPERTY DESCRIPTION: LT 39 PL 1455 BRANTFORD CITY

PROPERTY REMARKS:

ESTATE/QUALIFIER:  
FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
2002/03/11

OWNERS' NAMES  
2618909 ONTARIO LIMITED

CAPACITY SHARE  
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2002/03/08 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2002/03/11 **						
A361247	1989/02/28	DEBENTURE		*** COMPLETELY DELETED ***	ONTARIO DEVELOPMENT CORP.	
A382488	1990/03/21	TRANSFER		*** COMPLETELY DELETED ***	COX, WILLIAM BROWNLOW, BARRY WILKINS, ROBERT JAMES	
A392554	1990/10/11	TRANSFER		*** COMPLETELY DELETED ***	WILKINS, ROBERT JAMES BROWNLOW, BARRY	
A421350	1992/09/02	NOTICE OF LEASE		*** COMPLETELY DELETED ***	BRANTFORD REGIONAL REAL ESTATE ASSOCIATION	
A430553	1993/04/21	CHARGE		*** COMPLETELY DELETED ***	THE BANK OF NOVA SCOTIA	
A516424	2001/03/30	TRANSFER		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
REGISTRY  
OFFICE #2

32281-0038 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
A516425	2001/03/30	CHARGE		*** COMPLETELY DELETED ***	WALKER, WILLIAM JAMES	
A516426	2001/03/30	ASSIGNMENT GENERAL		*** COMPLETELY DELETED ***	FIRSTONTARIO CREDIT UNION LTD.	
		<i>REMARKS: RENTS, A516425</i>				
A516427	2001/03/30	AGREEMENT		*** COMPLETELY DELETED ***		
		<i>REMARKS: POSTPONING CHARGE A361247 &amp; A516425</i>				
A516532	2001/04/09	AGREEMENT		*** COMPLETELY DELETED ***		
		<i>REMARKS: POSTPONING CHARGE A430553 &amp; A516425</i>				
BC34566	2004/04/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** ONTARIO DEVELOPMENT CORP.		
		<i>REMARKS: RE: A361247</i>				
BC45304	2004/09/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
		<i>REMARKS: RE: A430553</i>				
BC156239	2009/01/13	APL (GENERAL)		*** COMPLETELY DELETED *** WALKER, WILLIAM JAMES WILKINS, ROBERT JAMES BROWNLOW, BARRY		
		<i>REMARKS: TO DELETE EXEC NOS 95-00330 &amp; 95-00424</i>				
BC156240	2009/01/13	APL (GENERAL)		*** COMPLETELY DELETED *** WALKER, WILLIAM JAMES WILKINS, ROBERT JAMES BROWNLOW, BARRY		
		<i>REMARKS: TO DELETE A421350</i>				
BC156425	2009/01/15	CHARGE		*** COMPLETELY DELETED *** BROWNLOW, BARRY WALKER, WILLIAM JAMES WILKINS, ROBERT JAMES	FIRSTONTARIO CREDIT UNION LIMITED	
BC156426	2009/01/15	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
REGISTRY  
OFFICE #2

32281-0038 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
BC156439	2009/01/15	DISCH OF CHARGE		BROWNLOW, BARRY WILKINS, ROBERT JAMES WALKER, WILLIAM JAMES  *** COMPLETELY DELETED *** FIRSTONTARIO CREDIT UNION LTD.	FIRSTONTARIO CREDIT UNION LIMITED	
BC276595	2015/06/26	CHARGE		*** COMPLETELY DELETED *** WALKER, WILLIAM JAMES WILKINS, ROBERT JAMES BROWNLOW, BARRY	FIRSTONTARIO CREDIT UNION LIMITED	
BC276596	2015/06/26	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** WALKER, WILLIAM JAMES WILKINS, ROBERT JAMES BROWNLOW, BARRY	FIRSTONTARIO CREDIT UNION LIMITED	
BC276775	2015/06/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRSTONTARIO CREDIT UNION LIMITED		
BC277561	2015/07/13	LR'S ORDER		LAND REGISTRAR, BRANT LAND REGISTRY OFFICE		C
BC292264	2016/04/01	TRANSFER		*** COMPLETELY DELETED *** BROWNLOW, BARRY BROWNLOW, BARRY WALKER, WILLIAM JAMES WILKINS, ROBERT JAMES	TOMLINSON SYSTEMS INC.	
BC294940	2016/05/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRSTONTARIO CREDIT UNION LIMITED		
BC334349	2018/02/28	TRANSFER	\$1,800,000	TOMLINSON SYSTEMS INC.	2618909 ONTARIO LIMITED	C
BC334350	2018/02/28	CHARGE		*** COMPLETELY DELETED *** 2618909 ONTARIO LIMITED	TOMLINSON SYSTEMS INC.	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
BC380118	2020/05/28	NO SEC INTEREST		*** COMPLETELY DELETED *** CANADIAN EQUIPMENT FINANCE & LEASING INC.		
BC380550	2020/06/03	DISCHARGE INTEREST		*** COMPLETELY DELETED *** CANADIAN EQUIPMENT FINANCE & LEASING INC.		
	REMARKS: BC380118.					
BC380708	2020/06/05	CHARGE	\$4,000,000	2618909 ONTARIO LIMITED	DELRIN INVESTMENTS INC. STERN, SAMUEL KESSLER, HARVEY GOLDBERG, RICHARD	C
BC381289	2020/06/18	CHARGE	\$1,300,000	2618909 ONTARIO LIMITED	LUBELSKY, BRUCE	C
BC381290	2020/06/18	POSTPONEMENT		DELRIN INVESTMENTS INC. STERN, SAMUEL KESSLER, HARVEY GOLDBERG, RICHARD	LUBELSKY, BRUCE	C
	REMARKS: BC380708 TO BC381289					
BC381303	2020/06/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** TOMLINSON SYSTEMS INC.		
	REMARKS: BC334350.					
BC381472	2020/06/23	NO SEC INTEREST	\$779,070	CANADIAN EQUIPMENT FINANCE & LEASING INC.		C
BC422188	2022/01/27	NO SEC INTEREST	\$166,000	BOCK, THOMAS COVI INC.		

# Tab B

Corporation profile report for The Hypoint Company Limited

This is **Exhibit “B”** to the affidavit of Brent Keenan sworn before me via Zoom this 21<sup>st</sup> day of March, 2022 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*

A handwritten signature in black ink, appearing to be the name of the Commissioner, written in a cursive style.

A Commissioner, etc.



## Profile Report

THE HYPOINT COMPANY LIMITED as of February 08, 2022

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	THE HYPOINT COMPANY LIMITED
Ontario Corporation Number (OCN)	2618890
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	February 05, 2018
Registered or Head Office Address	25 Morrow Avenue, 100, Toronto, Ontario, Canada, M6R 2H9

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*Barbara Duckitt*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Active Director(s)**

Minimum Number of Directors 1  
Maximum Number of Directors 10

Name William HALKIW  
Address for Service 25 Morrow Avenue, 100, Toronto, Ontario, Canada, M6R  
2H9  
Resident Canadian Yes  
Date Began February 05, 2018

Name Christine MORASSUTTI  
Address for Service 10101 Yonge Street, 711, Richmond Hill, Ontario, Canada,  
L4C 0V6  
Resident Canadian Yes  
Date Began April 24, 2018

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*Barbara Duckitt*

Director/Registrar

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**Active Officer(s)**

**Name** William HALKIW  
**Position** Secretary  
**Address for Service** 25 Morrow Avenue, 100, Toronto, Ontario, Canada, M6R 2H9  
**Date Began** February 05, 2018

**Name** William HALKIW  
**Position** President  
**Address for Service** 25 Morrow Avenue, 100, Toronto, Ontario, Canada, M6R 2H9  
**Date Began** February 05, 2018

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*Barbara Duckitt*

Director/Registrar

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**Corporate Name History**

**Name**

**Effective Date**

THE HYPOINT COMPANY LIMITED

February 05, 2018

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*Barbara Duckitt*

Director/Registrar

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### Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*Barbara Duckitt*

Director/Registrar

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### Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*Barbara Duckitt*

Director/Registrar

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## Document List

Filing Name	Effective Date
Annual Return - 2020 PAF: WILLIAM HALKIW - DIRECTOR	September 20, 2020
CIA - Notice of Change PAF: GLENN MANNING - OTHER	September 24, 2019
CIA - Notice of Change PAF: GLENN MANNING - OTHER	September 24, 2019
Annual Return - 2019 PAF: WILLIAM HALKIW - DIRECTOR	August 11, 2019
CIA - Initial Return PAF: GLENN MANNING - OTHER	June 12, 2018
BCA - Articles of Incorporation	February 05, 2018

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*Barbara Duckitt*

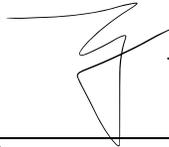
Director/Registrar

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# Tab C

Corporation profile report for 2618905 Ontario Limited

This is **Exhibit “C”** to the affidavit of Brent Keenan sworn before me via Zoom this 21<sup>st</sup> day of March, 2022 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*

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

A Commissioner, etc.



## Profile Report

2618905 ONTARIO LIMITED as of February 08, 2022

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	2618905 ONTARIO LIMITED
Ontario Corporation Number (OCN)	2618905
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	February 05, 2018
Registered or Head Office Address	25 Morrow Avenue, 100, Toronto, Ontario, Canada, M6R 2H9

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*Barbara Duckitt*

Director/Registrar

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**Active Director(s)**

Minimum Number of Directors 1  
Maximum Number of Directors 10

Name Thomas BOCK  
Address for Service 287 Macdonald Road, Oakville, Ontario, Canada, L6J 2A6  
Resident Canadian Yes  
Date Began May 02, 2020

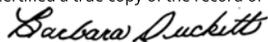
Name Carlo COLLIA  
Address for Service 10 Cloverlawn Street, Brampton, Ontario, Canada, L7A 0K6  
Resident Canadian Yes  
Date Began May 02, 2020

Name William HALKIW  
Address for Service 25 Morrow Avenue, 100, Toronto, Ontario, Canada, M6R 2H9  
Resident Canadian Yes  
Date Began February 05, 2018

Name Ryan HASSAN  
Address for Service 1015 Master Green, Oakville, Ontario, Canada, L6M 2N8  
Resident Canadian Yes  
Date Began May 02, 2020

Name Paul MORASSUTTI  
Address for Service 10101 Yonge Street, 711, Richmond Hill, Ontario, Canada, L4C 0V6  
Resident Canadian Yes  
Date Began May 02, 2020

Certified a true copy of the record of the Ministry of Government and Consumer Services.



Director/Registrar

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**Active Officer(s)**

<b>Name</b>	William HALKIW
<b>Position</b>	Secretary
<b>Address for Service</b>	25 Morrow Avenue, 100, Toronto, Ontario, Canada, M6R 2H9
<b>Date Began</b>	February 05, 2018

<b>Name</b>	William HALKIW
<b>Position</b>	President
<b>Address for Service</b>	25 Morrow Avenue, 100, Toronto, Ontario, Canada, M6R 2H9
<b>Date Began</b>	February 05, 2018

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*Barbara Duckitt*

Director/Registrar

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**Corporate Name History**

**Name**

2618905 ONTARIO LIMITED

**Effective Date**

February 05, 2018

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*Barbara Duckitt*

Director/Registrar

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### Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*Barbara Duckitt*

Director/Registrar

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### Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*Barbara Duckitt*

Director/Registrar

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## Document List

Filing Name	Effective Date
Annual Return - 2020 PAF: WILLIAM HALKIW - DIRECTOR	September 20, 2020
CIA - Notice of Change PAF: JAY WILLMOT - OTHER	May 15, 2020
CIA - Notice of Change PAF: GLENN MANNING - OTHER	September 24, 2019
Annual Return - 2019 PAF: WILLIAM HALKIW - DIRECTOR	August 11, 2019
CIA - Initial Return PAF: GLENN MANNING - OTHER	July 19, 2018
BCA - Articles of Incorporation	February 05, 2018

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*Barbara Duckitt*

Director/Registrar

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# Tab D

Corporation profile report for 2618909 Ontario Limited

This is **Exhibit “D”** to the affidavit of Brent Keenan sworn before me via Zoom this 21<sup>st</sup> day of March, 2022 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*

A handwritten signature in black ink, appearing to be the name of the Commissioner, written in a cursive style.

A Commissioner, etc.



Ministry of Government and  
Consumer Services

## Profile Report

2618909 ONTARIO LIMITED as of February 08, 2022

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	2618909 ONTARIO LIMITED
Ontario Corporation Number (OCN)	2618909
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	February 05, 2018
Registered or Head Office Address	25 Morrow Avenue, 100, Toronto, Ontario, Canada, M6R 2H9

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*Barbara Duckitt*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Active Director(s)**

Minimum Number of Directors 1  
Maximum Number of Directors 10

Name William HALKIW  
Address for Service 25 Morrow Avenue, 100, Toronto, Ontario, Canada, M6R  
2H9  
Resident Canadian Yes  
Date Began February 05, 2018

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**Active Officer(s)**

**Name** William HALKIW  
**Position** Secretary  
**Address for Service** 25 Morrow Avenue, 100, Toronto, Ontario, Canada, M6R 2H9  
**Date Began** February 05, 2018

**Name** William HALKIW  
**Position** President  
**Address for Service** 25 Morrow Avenue, 100, Toronto, Ontario, Canada, M6R 2H9  
**Date Began** February 05, 2018

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**Corporate Name History**

**Name**

2618909 ONTARIO LIMITED

**Effective Date**

February 05, 2018

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### Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

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Director/Registrar

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### Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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Director/Registrar

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## Document List

Filing Name	Effective Date
Annual Return - 2020 PAF: WILLIAM HALKIW - DIRECTOR	September 20, 2020
CIA - Notice of Change PAF: JAY WILLMOT - OTHER	June 05, 2020
CIA - Notice of Change PAF: GLENN MANNING - OTHER	October 09, 2019
Annual Return - 2019 PAF: WILLIAM HALKIW - DIRECTOR	August 11, 2019
CIA - Initial Return PAF: GLENN MANNING - OTHER	July 19, 2018
BCA - Articles of Incorporation	February 05, 2018

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*Barbara Duckitt*

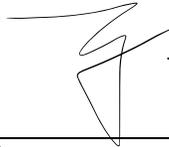
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# **Tab E**

Loan and Security Agreement among the Applicant and The  
Hypoint Company Limited dated June 1, 2020

This is **Exhibit “E”** to the affidavit of Brent Keenan sworn before me via Zoom this 21<sup>st</sup> day of March, 2022 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*

A handwritten signature in black ink, appearing to be the name of the Commissioner, is written over a horizontal line that separates the text from the title below.

A Commissioner, etc.



# Canadian Equipment FINANCE & LEASING INC.

THIS LOAN AND SECURITY AGREEMENT # 141-06-2020-001 is made the 1st day of June, 2020

**BETWEEN:** The Hypoint Company Limited, a corporation incorporated under the laws of the Province of Ontario, having its chief executive offices at 25 Morrow Avenue, Suite 100, Toronto, ON M6R 2H9.  
(hereinafter referred to as the "Borrower")

- and -

Canadian Equipment Finance & Leasing Inc., an Independent financing and leasing company, having an office at 250 Woolwich St. S, Unit 5, Breslau, Ontario N0B 1M0 (hereinafter referred to as the Lender").

**WHEREAS** the Borrower has requested that the Lender make available to it a term loan in the amount of **SEVEN HUNDRED SEVENTY-NINE THOUSAND SEVENTY DOLLARS AND ZERO CENTS (\$779,070.00)** of lawful money of Canada on the terms and conditions set out in this Loan and Security Agreement and the Lender has agreed to make such loan to the Borrower on such terms and conditions;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

The Lender hereby agrees, provided the representations and warranties of the Borrower set forth in this Loan and Security Agreement are true and correct, to advance to the Borrower the Principal Sum of **\$779,070.00** (the "Principal Sum") and the Borrower hereby agrees to repay to the Lender, the Principal Sum:

With interest thereon, pre-computed for the term of this Loan and Security Agreement, at an annual fixed rate of **8.75%** per annum (based on a 365 day year),  in **20** consecutive quarterly payments of principal and interest of **\$47,814.75** each payable on the **1st** day of each quarter commencing **July 1st, 2020** or  as set out in the attached Schedule "A". The total payments of principal and interest due over the term of this Loan and Security Agreement (excluding interest charged on amounts past due) are equal to **\$956,295.00**.

-or-

with interest thereon at the variable rate per annum as hereinafter defined (the "Variable Rate") calculated daily both before and after default and compounded monthly on the payment date set out below, in consecutive monthly payments of \$ each payable on the day of each month commencing or as set out in the attached Schedule "A" (such payments to be applied firstly in payment of accrued interest on the amount of the balance of the Principal Sum remaining unpaid and secondly in reduction of the Principal Sum) and one final payment in the amount of the unpaid Principal Sum and interest accrued thereon, as herein calculated, payable on the last scheduled payment date. The Variable Rate shall be equal to the per annum prime rate of interest (as established by the Lender and charged to its commercial customers for Canadian dollar loans) in effect as at 9:00 a.m. on the last banking day of each and every month plus %. As of the date of this Loan and Security Agreement, the Lender's prime rate is equal to %.

The terms and conditions on the following pages of this Loan and Security Agreement and on any schedules or attachments form part of this Loan and Security Agreement, have been read by the Borrower and are binding upon the Borrower and Lender.

Executed this 1st day of June, 2020

**LENDER:**  
Canadian Equipment Finance & Leasing Inc.

BY:   
Name: Brent Keerlan  
Title: President

BY: \_\_\_\_\_  
Name:  
Title:

**BORROWER:**  
The Hypoint Company Limited

BY:   
Name: William Halkiw  
Title: President  
(I/We have the authority to bind the corporation)

BY: \_\_\_\_\_  
Name:  
Title:  
(I/We have the authority to bind the corporation)

DocuSigned by:

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1. **PREPAYMENT** - Any prepayment of the Principal Sum may only be made with the Lender's prior written consent and on terms which shall reasonably compensate the Lender for any reduction in its rate of return on the Principal Sum based, in part, on the Lender's cost of funding the Principal Sum.

## 2. SECURITY INTEREST

(a) The Borrower hereby grants to the Lender a security interest in:

(i) the type, item or kind of equipment described in Schedule "B" hereto together with all additions, attachments, appliances, parts, instruments, appurtenances, accessories, furnishings and other parts of whatever nature which may from time to time be incorporated or installed in or attached to the equipment and any and all replacements, substitutions or exchanges therefor and the proceeds of every type, item or kind (cash and non-cash), including insurance proceeds thereof (the "Equipment");

(ii) to the extent the Equipment may constitute or be deemed to be inventory, such Equipment now or hereafter offered or furnished under any contract of service or intended for sale or lease, any and all additions, attachments, accessories and accessions thereto, any and all substitutions, replacements or exchanges therefor, any and all leases, subleases, rentals, accounts and contracts with respect to the Equipment which may now exist or hereafter arise, together with all rights thereunder and all rental and other payments and purchase options due and to become due thereunder, any and all sales proceeds payable for such property, all insurance, bonds and/or other proceeds of the property and all returned or repossessed Equipment now or at any time or times hereafter in the possession or control of the Borrower or the undersigned (the "Inventory");

(iii) all accounts, book accounts and book debts, dues, claims, choses in action and demands of any nature now owned by the Borrower or hereafter acquired or owned by the Borrower that might arise or result from any lease or other disposition of any of the Equipment or the Inventory, including, but not limited to, any right of the Borrower to payment for Equipment or inventory sold or leased or under any contract for services, whether or not evidenced by an instrument or chattel paper, and whether or not such right has been earned by performance (the "Accounts"); and

(iv) with respect to Equipment, Inventory and Accounts, all deeds, documents, writings, papers, books of account and other books relating to or being records of debts, chattel paper or documents of title (including, without limitation, computer programs, tapes, and related electronic data processing software) or by which such are or may hereafter be secured, evidenced, acknowledged or made payable (the "Documents").

(v) the Equipment, Inventory, Accounts, Documents and all proceeds of every type, item and kind of the foregoing are hereinafter referred to as the "Collateral".

(b) As continuing and collateral security for the payment and performance of the Indebtedness (as defined below), the Borrower hereby hypothecates in favour of the Lender the Collateral (the "Hypothecated Property") for the amount of (\$ ) Dollars in lawful money of Canada and interest thereon as determined on page 1 of this Loan and Security Agreement (the "Hypothec").

(c) 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 the Borrower shall stand possessed of such last day in trust to assign the same to any person acquiring such term. The Security Interest granted hereunder is intended to constitute a Purchase Money Security Interest to the extent such interest satisfies the requirements of the PPSA.

(d) The terms "chattel paper", "document of title", "instrument", "proceeds", "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* (Ontario), 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 "PPSA". "Security Interest" when used herein shall include the security interests granted under paragraph 2(a) and the Hypothec granted under paragraph 2(b). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof". Notwithstanding any other provision of this Loan and Security Agreement, for purposes of interpretation, registration and enforcement of this Loan and Security Agreement in the Province of Quebec only, the terms set out in the attached Schedule "C" shall have the meanings ascribed therein. The Hypothec will be governed by and construed in accordance with the laws of the Province of Quebec.

3. **INDEBTEDNESS SECURED** - The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of the Borrower to the Lender (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, incurred under, this Loan and Security Agreement, any other agreement or arrangement between Borrower and Lender 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 the Borrower 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 an Event of Default, to satisfy all Indebtedness of the Borrower, the Borrower acknowledges and agrees that the Borrower shall continue to be liable for any Indebtedness remaining outstanding and the Lender shall be entitled to pursue full payment thereof.

4. **REPRESENTATIONS AND WARRANTIES OF THE BORROWER** - The Borrower hereby represents and warrants:

(a) The Borrower is duly incorporated and organized and is validly existing under the laws of its jurisdiction of incorporation and has full corporate power and capacity to execute and deliver this Loan and Security Agreement and to perform its obligations hereunder.

(b) The execution and delivery of this Loan and Security Agreement by the Borrower, the performance by the Borrower of its obligations hereunder and the creation of any security interest in or assignment hereunder of the Borrower's rights in the Collateral to the Lender: (a) have been duly authorized by all necessary or proper corporate or other action; (b) are not in contravention of any provision of the articles or memorandum of association or incorporation, by-laws, unanimous shareholders' agreement, or any directors' or shareholders' resolution, of the Borrower; (c) will not violate any law or regulation, or any order or decree of any court or governmental body; and (d) will not conflict with or result in the breach or termination of, constitute a default under, or accelerate any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which the Borrower is a party or by which the Borrower or any of its property or assets is bound (or would be bound but for such default) and as at the date of any advance hereunder the Borrower is not otherwise in default under any such indenture, mortgage, deed of trust, lease, agreement or other instrument.

(c) This Loan and Security Agreement constitutes a legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms, subject to applicable bankruptcy, insolvency, winding-up, moratorium, reorganization, or other similar laws affecting creditors' rights generally, and to the availability of equitable remedies.

(d) No Event of Default has occurred and is continuing.

(e) The address listed on page 1 is the chief executive office of the Borrower and, unless otherwise provided for in Schedule "D", is the location where all of the Collateral, material books and records of the Borrower are kept.

(f) The Collateral is genuine and owned by the Borrower free of all security interests, mortgages, liens, claims, charges, licences, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances approved in writing by the Lender, prior to their creation or assumption.

(g) The description of the Equipment and the corresponding serial numbers and/or vehicle identification numbers ("VIN") provided in Schedule "B" hereto is accurate and complete.

(h) Each Account 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 the Borrower to the Lender 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 the Borrower which can be asserted against the Lender, whether in any proceeding to enforce Collateral or otherwise.

All of the representations and warranties referred to in this Loan and Security Agreement shall be continuing representations and warranties and shall be deemed to be made at all times that there is any Indebtedness or liability of the Borrower to the Lender outstanding.

5. **COVENANTS OF THE BORROWER** - So long as this Loan and Security Agreement remains in effect, the Borrower covenants and agrees:

(a) to punctually pay (or cause to be paid) the Principal Sum and interest hereunder and all other sums falling due or payable hereunder on the dates and in the manner specified herein;

(b) to maintain its corporate existence and file or cause to be filed any returns, documents or other information necessary to preserve such corporate existence;

(c) to do or cause to be done all things necessary or desirable to keep in full force and effect its corporate existence and qualifications to carry on business in those jurisdictions where such qualification may be necessary or desirable and in a proper and efficient manner in accordance with normal industry standards;

(d) to notify the Lender forthwith upon becoming aware of any Event of Default;

(e) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licences which are compulsory under federal or provincial legislation and those Encumbrances approved in writing, prior to their creation or assumption, by the Lender, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Lender; provided always that, until the occurrence of an Event of Default hereunder, the Borrower may, in the ordinary course of the Borrower's business, lease inventory;

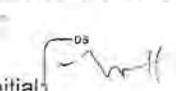
(f) to notify the Lender promptly of:

(i) the locations of the Borrower's business operations, books and records and assets, including the Collateral, if such location is different from the address listed on page 1 or on the attached Schedule "D".

(ii) any change in the information contained herein, including, without limitation, a change in the Borrower's name, the Borrower's business or the Collateral or in the Schedules hereto relating to the Borrower, the Borrower's business or the Collateral;

(iii) the details of any significant acquisition of Collateral, claims or litigation affecting the Borrower or the Collateral.

<sup>2</sup> In Quebec, capitalize amount by an additional 20%.

  
Initial 

- (iv) any loss or damage to the Collateral;
- (v) any default by any Account Debtor in payment or other performance of his/her obligations with respect to the Collateral, and
- (vi) the return to or repossession by any other lender or person of the Collateral;

(g) to keep the Collateral in good working order, condition and repair and not to use the Collateral in violation of the provisions of this Loan and Security Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;

(h) 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 the Lender with respect to the Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

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

(j) to insure the Collateral for such periods, in such amounts, on such terms and against loss or damage and such other risks as the Lender shall reasonably direct with loss payable to the Lender and the Borrower, as insureds, as their respective interests may appear, and to pay all premiums therefor;

(k) to prevent the Collateral, except Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Loan and Security Agreement;

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

(m) to deliver to the Lender from time to time promptly upon request:

- (1) any documents of title, instruments, chattel paper constituting, representing or relating to Collateral;
- (2) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
- (3) balance sheet and statements of profit and loss and each category of surplus for each fiscal quarter within 60 days of the end of the fiscal quarter and audited consolidated financial statements for each fiscal year within 120 days of the end of the fiscal year and such other financial information and statements as Lender may from time to time require;
- (4) all policies and certificates of insurance relating to the Collateral, and
- (5) such information concerning the Collateral, the Borrower and the Borrower's business and affairs as the Lender may reasonably request.

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

7. COLLECTION OF DEBTS - After default under this Loan and Security Agreement, the Lender may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on the Collateral to the Lender. The Borrower acknowledges that any payments on or other proceeds of the Collateral received by the Borrower from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after the occurrence of an Event of Default under this Loan and Security Agreement shall be received and held by the Borrower in trust for the Lender and shall be turned over to the Lender upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until the occurrence of an Event of Default, the Borrower reserves the right to receive any money constituting income from or interest on the Collateral and if the Lender receives any such money prior to the occurrence of an Event of Default, the Lender shall either credit the same against the Indebtedness or pay the same promptly to the Borrower.

(b) After the occurrence of an Event of Default, the Borrower will not request or receive any money constituting income from or interest on the Collateral and if the Borrower receives any such money, the Borrower will pay the same promptly to the Lender.

9. DISPOSITION OF MONEY - Subject to any applicable requirements of the PPSA, all money collected or received by the Lender pursuant to or exercise of any right it possesses with respect to the Collateral shall be applied on account of Indebtedness in such manner as the Lender deems best or, at the option of the Lender, may be held unappropriated in a collateral account or released to the Borrower, all without prejudice to the liability of the Borrower or the rights of the Lender hereunder, and any surplus shall be accounted for as required by law.

10. EVENTS OF DEFAULT - The happening of any of the following events or conditions shall constitute an "Event of Default" hereunder:

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest or other obligations forming part of the Indebtedness or the failure of the Borrower to observe or perform any obligation, covenant, term, provision or condition contained in this Loan and Security Agreement or any other agreement between the Borrower and the Lender;

(b) the Borrower commits or threatens to commit any act of bankruptcy or insolvency; the filing against the Borrower of a petition in bankruptcy; the making of an assignment for the benefit of creditors by the Borrower; the appointment of a receiver or trustee for the Borrower or for any assets of the Borrower or the institution by or against the Borrower of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act, the Companies Creditors Arrangement Act or any other bankruptcy or insolvency law or otherwise;

(c) the institution by or against the Borrower of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of the Borrower;

(d) if any Encumbrance affecting the Collateral becomes enforceable against the Collateral;

(e) if the Borrower 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;

(f) if any execution, sequestration, extent or other process of any court becomes enforceable against the Borrower or any of its property or if distress or analogous process is levied upon the assets of the Borrower or any part thereof;

(g) if the Borrower overtaxes, overloads, misuses, damages, destroys or abuses any of the Collateral or uses it for any illegal purpose;

(h) if the Borrower fails to remit proceeds from any sale, lease or other transfer of the Collateral to the Lender within 10 days of such sale, lease or other transfer;

(i) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Borrower pursuant to or in connection with this Loan and Security Agreement, the Indebtedness, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to the Lender to extend any credit to or to enter into this or any other agreement with the Borrower, 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 the Borrower, or if upon the date of execution of this Loan and 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 the Lender at or prior to the time of such execution.

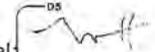
(j) If Borrower is a privately held corporation or limited partnership and effective control of Borrower's voting capital stock or partnership interests, issued and outstanding from time to time, is not retained by the present holders (unless Borrower shall have provided thirty (30) days prior written notice to Lender of the proposed disposition and Lender shall have consented thereto in writing);

(k) If Borrower is a publicly held corporation and there is a material change in the ownership of Borrower's capital stock, unless Lender is satisfied as to the creditworthiness of Borrower and as to Borrower's conformance to the other standard criteria then used by Lender for such purpose immediately after such change of ownership.

11. ACCELERATION - The Lender, in its sole discretion, may, with or without legal process, demand or notice of any kind and without any liability to the Lender whatsoever, declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, upon (i) the occurrence of an Event of Default, or (ii) if the Lender in good faith believes that the ability of the Borrower to pay amounts owing, or to perform its obligations, whether owing and due under this Loan and Security Agreement, any agreement relating to the Indebtedness or any other agreement now or hereafter in effect between the Borrower and the Lender is or is about to become impaired, or (iii) if the Lender in good faith believes that the Collateral is in danger of being lost, damaged or confiscated. The Lender's right to accelerate payment under this section is subject to any statutory provisions but in addition to any other right or remedy the Lender may have (including those of the Lender under the PPSA). The provisions of this Section are not intended in any way to affect any rights of the Lender with respect to any Indebtedness which may now or hereafter be payable on demand.

12. REMEDIES

(a) Upon the occurrence of an Event of Default, the Lender may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Lender or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of the 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

  
Initial 

his/her acts, be deemed the agent of the Debtor and not the Lender, and the Lender 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 the Collateral, to preserve the Collateral or its value, and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral. To facilitate the foregoing powers, any such Receiver may enter upon, use and occupy all premises owned or occupied by the Debtor wherein the Collateral may be situate and maintain the Collateral upon such premises. Except as may be otherwise directed by the Lender, 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 the Lender. Every such Receiver may, in the discretion of the Lender, be vested with all or any of the rights and powers of the Lender.

(b) Upon default, the Lender 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 Section 12(a).

(c) Upon the occurrence of an Event of Default, the Lender may (i) require the Borrower to assemble any or all Equipment at the location to which the Equipment was delivered or the location to which such Equipment may have been moved by the Borrower or such other location in reasonable proximity to either of the foregoing as the Lender shall designate; or to return promptly, at the Borrower's expense, any or all of the Equipment to the Lender at the location, in the condition and otherwise in accordance with all of the terms of any agreement between the Borrower and the Lender; and/or (ii) enter into any premises where any unit of Equipment is believed to be located and take possession of and render unusable by the Borrower any or all of the Equipment, wherever it may be located, without any court order or other process of law and without liability for any damages occasioned by such taking of possession, other than as is caused by the gross negligence or willful misconduct of the Lender (any such taking of possession shall not prohibit the Lender from exercising its other remedies hereunder); and (iii) take possession of, collect, demand, sue on, enforce, recover and receive the Collateral and give valid and binding receipts and discharges therefor and in respect thereof.

(d) The Lender, if it repossesses the Collateral, will retain the Collateral for the period of time required by law and if the Collateral is not redeemed within that time by the Borrower, the Lender may store, repair and recondition the Collateral and may sell, lease or otherwise dispose of the Collateral in a lawful manner, and upon such terms, including deferred payment, as the Lender may deem appropriate. The proceeds of any such sale, when actually received in cash by the Lender and after deduction of all charges, expenses, and commissions, including solicitor's fees and expenses incurred in connection with such repossession, storage, repairing, reconditioning and sale of the Collateral shall be applied toward the payment of all amounts owing by the Borrower. All payments previously received shall be retained by the Lender and shall remain credited to the Borrower's account. The Borrower shall be liable for any deficiency. The surplus, if any, shall be credited to the Borrower's account and if no other amounts are then owing, such surplus shall be paid to the Borrower or to such other party as may be entitled by law thereto.

(e) In addition to those rights granted herein and in any other agreement now or hereafter in effect between the Borrower and the Lender and in addition to any other rights the Lender may have at law or in equity, the Lender shall have, both before and after the occurrence of an Event of Default, all rights and remedies of a secured party under the PPSA; provided always, that the Lender 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 the Collateral or to institute any proceedings for such purposes.

(f) The Borrower agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by the Lender 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 the Borrower's accounts, in preparing, administering or enforcing this Loan and Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of the 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 the Lender or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

(g) The Borrower appoints any officer or director or branch manager of the Lender upon the occurrence of an Event of Default to be its attorney in accordance with applicable legislation with full power of substitution and to do on the Borrower's behalf anything that is required to assign or transfer, and to record any assignment 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.

(h) All rights and remedies hereunder are cumulative and alternative and, in particular, the Lender shall be entitled to pursue all of its rights hereunder either consecutively or concurrently and no right or interest in the Collateral shall be extinguished or merged by the commencement of any legal proceeding or the taking of judgment for all or any part of the monies which are or may become due and owing pursuant to this Loan and Security Agreement or pursuant to any agreement renewing or extending or collateral to this Loan and Security Agreement.

### 13. MISCELLANEOUS

(a) The Lender shall open and maintain on its books in accordance with its usual practice, accounts and records evidencing the amounts owing hereunder by the Borrower to the Lender. The Lender shall enter in such books each payment of the Principal Sum, interest and fees and all other amounts paid by the Borrower and becoming due hereunder to the Lender. Such books and records maintained by the Lender will constitute, in the absence of manifest error, *prima facie* evidence of the Indebtedness hereunder of the Borrower to the Lender, and the amount the

Borrower has paid from time to time on account of the Principal Sum, interest and fees.

(b) For purposes of disclosure pursuant to the *Interest Act (Canada)*, the annual rates of interest or fees to which the rates of interest or fees provided hereunder are equivalent, are the rates so determined multiplied by the actual number of days in the applicable calendar year and divided by 365.

(c) The Borrower hereby authorizes the Lender to file such financing statements, financing charge statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying the Collateral or any permitted Encumbrances affecting the Collateral or identifying the locations at which the Borrower's business is carried on and the Collateral and records relating thereto are situate) as the Lender may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve the Collateral and to realize upon the Security Interest and the Borrower hereby irrevocably constitutes and appoints any officer of the Lender the true and lawful attorney of the Borrower, with full power of substitution, to do any of the foregoing in the name of the Borrower whenever and wherever it may be deemed necessary or expedient.

(d) Without limiting any other right of the Lender, whenever Indebtedness is immediately due and payable or the Lender has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), the Lender may, in its sole discretion, set off against Indebtedness any and all amounts then owed to the Borrower by the Lender in any capacity, whether or not due, and the Lender 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 the Lender's records subsequent thereto.

(e) Upon the Borrower's failure to perform any of its duties hereunder, the Lender may, but shall not be obligated to, perform any or all of such duties, and the Borrower shall pay to the Lender, forthwith upon written demand therefor, an amount equal to the expense incurred by the Lender in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 1.5% per month (19.56% per annum).

(f) The Lender 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 the Borrower, the Account Debtors, sureties and others and with the Collateral and other security as the Lender may see fit without prejudice to the liability of the Borrower or the Lender's right to hold and realize on the Security Interest. Furthermore, the Lender may demand, collect and sue on the Collateral in either the Borrower's or the Lender's name, at the Lender's option, and may endorse the Borrower's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting the Collateral.

(g) No delay or omission by the Lender 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, the Lender may remedy any Event of Default by the Borrower hereunder or with respect to any Indebtedness in any reasonable manner without waiving the Event of Default remedied and without waiving any other prior or subsequent Event of Default by the Borrower. All rights and remedies of the Lender granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

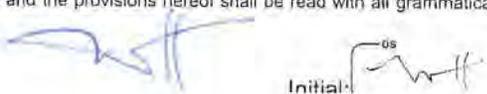
(h) This Loan and Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Loan and Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Borrower shall not assert against the assignee any claim or defence which the Borrower now has or hereafter may have against the Lender. The Lender may assign this Loan and Security Agreement to any person without obtaining the Borrower's consent. The Borrower may not assign this Loan and Security Agreement to any person.

(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 Loan and 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 Section 13(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 the Lender, 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 the Borrower, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to the Lender. 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 Loan and Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by the Lender and is intended to be a continuing Loan and Security Agreement and shall remain in full force and effect until the Borrower 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 the Borrower, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon and after such notice any realization costs and expenses shall be paid in full.

(l) 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

Initial: 

changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(m) In the event any provisions of this Loan and 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 Loan and Security Agreement shall remain in full force and effect.

(n) Except as already contemplated herein nothing herein contained shall in any way obligate the Lender to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(o) The Borrower acknowledges that the Borrower and the Lender intend for the Security Interest to attach upon the execution of this Loan and Security Agreement (or, in the case of any property acquired subsequent thereto, upon the date of such acquisition) and that value has been given and that the Borrower has (or in the case of after-acquired property, will have) rights in Collateral. The parties acknowledge and agree that this Loan and Security Agreement and the Security Interest are intended to be a "security agreement" and "security interest," within the meaning of the PPSA.

(p) The Borrower 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 "the Borrower" 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 the Lender at the time of amalgamation and any "Indebtedness" of the amalgamated company to the Lender thereafter arising.

(q) The Borrower waives the rights, benefits and protection given by *The Civil Enforcement Act* of Alberta or any amendment or successor legislation thereto and the Borrower, if a corporation, agrees that the *Limitation of Civil Rights Act* of the Province of Saskatchewan, or any provision thereof, shall have no application to this Loan and Security Agreement or any agreement or instrument renewing or extending or collateral to this Loan and Security Agreement. In the event that the Borrower is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act*, the Borrower agrees with the Lender that all of Part IV (other than Section 46) of that Act shall not apply to the Borrower.

(r) This Loan and Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province of Ontario, as the same may from time to time be in effect. The Borrower and the Lender or its successors and assigns irrevocably submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and of Canada sitting in Ontario in any action or proceeding arising out of or relating to this Loan and Security Agreement, other than any such action or proceeding arising out of or relating to the Hypothec, and irrevocably agree that all such actions and proceeding may be heard and determined in such courts. The Borrower and the Lender or its successors and assigns irrevocably submit to the non-exclusive jurisdiction of the courts of the Province of Quebec and of Canada sitting in Quebec in any action or proceeding arising out of or relating specifically to the Hypothec, and irrevocably agree that all such actions and proceedings may be heard and determined in such courts.

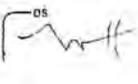
(s) For purposes of the Province of Quebec, notice of application for registration in the register of personal and moveable rights of the Hypothec created herein can be made either by the Borrower or the Lender and the date after which such registration ceases to be effective is hereby fixed at 10 years after the date of such registration. However, the Lender may unilaterally renew such registration before it ceases to be effective.

#### 14. COPY OF AGREEMENT

(a) The Borrower hereby acknowledges receipt of a copy of this Loan and Security Agreement.

(b) The Borrower waives the Borrower's right to receive a copy of any financing statement or financing change statement registered by the Lender, or of any verification statement with respect to any financing statement or financing change statement registered by the Lender. (This section 14(b) is not applicable in the Province of Ontario).

15. LANGUAGE OF AGREEMENT - The Borrower has expressly requested that this document be drawn up in the English language. Le(s) soussigné (s) a (ont) expressément demandé que ce document soit rédigé en langue anglaise.

 Initial 

**VARIABLE PAYMENT SCHEDULE "A"**

**(SCHEDULE OF PAYMENTS TO BE FILLED IN ONLY IF VARIABLE PAYMENTS APPLY)**

**N/A**

**(Note: All Payments to be made in Cdn.\$)**

	Number of Payments	Base Rent Payment	Date Due	
1.			From:	To:
2.			From:	To:
3.			From:	To:
4.			From:	To:
5.			From:	To:
6.			From:	To:
7.			From:	To:
8.			From:	To:
9.			From:	To:
10.			From:	To:
11.			From:	To:
12.			From:	To:

Dated this **1st** day of **June, 2020**

**LENDER:**  
Canadian Equipment Finance & Leasing Inc.

BY: \_\_\_\_\_

Name: Brent Keenan  
Title: President

BY: \_\_\_\_\_

Name:  
Title:

**BORROWER:**  
The Hypoint Company Limited

BY:  \_\_\_\_\_

Name: William Halkiw  
Title: President  
(I/We have the authority to bind the corporation)

BY: \_\_\_\_\_

Name:  
Title:  
(I/We have the authority to bind the corporation)

**SCHEDULE "B"****(DESCRIPTION OF PROPERTY)**

This Schedule B forms part of the Loan and Security Agreement between the Lender and the Borrower and describes the property, either specifically or by item, type or kind, that is subject to a security interest.

Item, type or kind of Equipment <sup>1</sup>

Serial Number/VIN

Eight (8) New 2020 Trane/Desert Aire Dehumidification Units AHUS:

Model No.	Serial Number/VIN
QS46A5E82929D	1120E27154
QS46A5E82929G	1220E27155
QS46A5E82929E	1220E27156
QS46A5E82929B	1220E27157
QS46A5E82929H	1320E27183
QS46A5E82929F	1320E27185
QS46A5E82929A	1520E27198
QS46A5E82929C	1620E27223

Eight (8) New 2020 Trane/Desert Aire Dehumidification Units Cooled Remote RC8S022C5H22524 Condensers (Modine Model No. LCS8213-022-5C)

C2040000044  
C2040000045  
C2040000046  
C2040000052  
C2040000053  
C2040000054  
C2040000056  
C2040000057

Dated this 1st day of June, 2020

**LENDER:**  
Canadian Equipment Finance & Leasing Inc.

BY: \_\_\_\_\_

Name: Brent Keenan  
Title: President

BY: \_\_\_\_\_

Name:  
Title:

**BORROWER:**  
The Hypoint Company Limited

BY: \_\_\_\_\_

Name: William Halkiw  
Title: President  
(I/We have the authority to bind the corporation)

BY: \_\_\_\_\_

Name:  
Title:  
(I/We have the authority to bind the corporation)

**SCHEDULE "C"**

(DEFINITIONS RELATING TO HYPOTHEC)

**"Document of Title"** means bills of lading, warehouse receipts and similar documents of title.

**"Instruments"** means,

- (1) a bill, note or cheque within the meaning of the *Bills of Exchange Act* (Canada) or any other writing that evidences a right to the payment of money and is of a type that in the ordinary course of business is transferred by delivery with any necessary endorsement or assignment, or
- (2) a letter of credit and an advice of credit if the letter or advice states that it must be surrendered upon claiming payment thereunder.

**"Inventory"** means corporeal movable property that is held for sale or lease or that has been leased or that is to be furnished or that has been furnished under a contract of service, or that consists of raw materials, work in process or materials used or consumed in a business.

**"Proceeds"** means identifiable or traceable movable property in any form derived directly or indirectly from any dealing with the Hypothecated Property or the proceeds therefrom, and includes any payment representing indemnity or compensation for loss of or damage to the Hypothecated Property or proceeds therefrom.

SCHEDULE "D"

1. Locations of Debtor's Business Operations

25 Morrow Ave., Unit 100  
Toronto, ON  
M6R 2H9

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

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

59 Roy Blvd.  
Brantford, ON  
N3R 7K1



# Canadian Equipment FINANCE & LEASING INC.

250 Woolwich St. S, Unit 5, Breslau, Ontario N0B 1M0  
PH: (519) 648-3898 FX: (519) 648-3382

## BUSINESS PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

I/We authorize Canadian Equipment Finance & Leasing Inc. ("CEFL") and the financial institution designated (or any financial institution I/We may authorize at any time) to debit my/our account as per my instructions for regular payments outlined below and/or from time to time for additional payments for all fees and charges arising under my CEFL contract. I/We waive any and all requirements for pre-notification of debiting, including, without limitation, pre-notification of any changes in the amount of the PAD due to my/our authorization. CEFL will obtain my/our further authorization for any other sporadic debits.

This authority is to remain in effect until CEFL has received written or electronic notification from me/us of its change or cancellation. This authorization may be canceled at any time, upon written notice to CEFL. This notice must be received at least (10) business days before the next debit is scheduled. Borrower may obtain a sample cancellation form, or further information on their right to cancel a PAD Agreement, at their financial institution or by visiting [www.ednpay.ca](http://www.ednpay.ca).

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on my/our recourse rights, I/we may contact my/our financial institution or visit [www.ednpay.ca](http://www.ednpay.ca).

Client Name:	<u>The Hypoint Company Limited</u>	Contract:	<u>141-06-2020-001</u>
Address:	<u>25 Morrow Avenue, Suite 100, Toronto, ON M6R 2H9</u>	Contact:	<u>Jay Willmot</u>
Phone:	<u>416-453-3650</u>	Fax:	<u></u>
		Email:	<u>jay@thehypoint.com</u>

### PAYMENT DETAILS (Specimen cheques marked "VOID" attached).

Advance Payment Amount: \$0.00                      Regular Payment Amount: \$47,814.75

Fixed                       Variable                       Number of Payments 20

Frequency of PAD:  Monthly  Quarterly  Semi-Annual  Annual  Scheduled \_\_\_\_\_

The regular payment will be debited to the account starting on the 1st day of July, 2020

Financial Institution Name: TD Canada Trust  
Address: 382 Roncesvilles At Marmaduke, Toronto, ON M6R 2M9

Bank Number 004                      Transit 05432                      Accounts Number 8395-5243699

### AUTHORIZATION

I/We warrant and guarantee the person(s) whose signature(s) are required to sign on the Account have signed the Authorization.

#### The Hypoint Company Limited

By:  Date: June 1<sup>st</sup>, 2020  
DocuSigned by:  
EEDFE7A27825480  
Name: William Halkiw  
Title: President

*(I/We have the authority to bind the corporation)*

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

*(I/We have the authority to bind the corporation)*



**Canadian Equipment  
FINANCE & LEASING INC.**

250 Woolwich St. S, Unit 5, Breslau, Ontario N0B 1M0  
PH: (519) 648-3898 FX: (519) 648-3382

**CERTIFICATE OF DELIVERY, INSPECTION AND ACCEPTANCE  
LOAN AND SECURITY AGREEMENT**

RE: Loan and Security Agreement # **141-06-2020-001** dated the 1st day of June, 2020 ("Loan") between Lender and the undersigned ("Borrower")

Borrower hereby certifies that:

1. Borrower has selected the manufacturer(s) and supplier(s) of the equipment described in the Loan (the "Equipment");
2. the Equipment was delivered to the Borrower;
3. the Equipment is as ordered, has been assembled, installed and tested and is operating in accordance with manufacturers' specifications, and is satisfactory for the purposes for which Borrower intends to use the Equipment;
4. Borrower has made or caused to be made all such tests and inspections of the Equipment as Borrower has reasonably deemed necessary to satisfy itself as to the foregoing paragraph; and
5. Borrower has conclusively accepted the Equipment for all purposes.

Dated at Toronto, ON this **1st** day of **June**, 2020.

**The Hypoint Company Limited**

By:   
DocuSigned by:  
EEDFE7A27525480

Name: William Halkiw  
Title: President  
(I/We have the authority to bind the corporation)



**Canadian Equipment  
FINANCE & LEASING INC.**  
250 Woolwich St. S, Unit 5, Breslau, Ontario N0B 1M0  
PH: (519) 648-3898 FX: (519) 648-3382

***DIRECTION TO PAY  
LOAN AND SECURITY AGREEMENT***

RE: Loan and Security Agreement # **141-06-2020-001** dated the **1st** day of **June, 2020** ("Loan") between **The Hypoint Company Limited** as Borrower and Canadian Equipment Finance & Leasing Inc. ("CEFL") as Lender.

Acquisition of Trane Horizontal Air Handlers and Air-Cooled Condensers

In Consideration of the execution of the above referenced Loan and Security Agreement and the advance of funds to be made thereunder, you are hereby authorized and directed to make payment of the funds to be advanced as follows:

1.	To: Trane Canada ULC 3080 Beta Avenue Burnaby, BC V5G 4K4	\$779,070.00	Equipment Cost
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To:

To:

**TOTAL:** **\$779,070.00**

And this shall be your good and sufficient authority for so doing.

Dated at Toronto, ON this **1st** day of **June, 2020**.

**The Hypoint Company Limited**

By: DocuSigned by:  
  
EEDFE7A27525480

Name: William Halkiw  
Title: President  
(I/We have the authority to bind the corporation)



**Canadian Equipment  
FINANCE & LEASING INC.**

250 Woolwich St. S, Unit 5, Breslau, Ontario N0B 1M0  
PH: (519) 648-3898 FX: (519) 648-3382

**RESOLUTION OF BOARD OF DIRECTORS OF**

The Hypoint Company Limited, a company incorporated under the laws of the Province of Ontario ("Corporation")

**WHEREAS** the Corporation desires to engage in financial transactions from time to time with Canadian Equipment Finance & Leasing Inc., ("CEFL"), to further the Corporation's purposes;

**WHEREAS** the Corporation desires to authorize certain of its officers to engage in these transactions for the Corporation;

**AND WHEREAS** the Corporation desires to ratify all past transactions and eliminate the necessity of presenting separate individual resolutions to CEFL in the future.

**NOW THEREFORE BE IT RESOLVED THAT:**

Any \_\_\_ (insert number of signatories required) of the President, Vice-President, Treasurer, Secretary, \_\_\_\_\_ and \_\_\_\_\_, are authorized (the "Authorized Signatories") from time to time for the Corporation to enter into, execute and deliver agreements with CEFL and to:

- 1.1 negotiate and procure loans, lines of credit, financing leases, leases, conditional sale agreements, letters of credit, discounts, foreign exchange contracts, and any other credit from CEFL in any form and in any amount and on any terms as they shall determine
- 1.2 guarantee to CEFL the obligation of any third party in any amount and on any terms as they shall determine.
- 1.3 subordinate to CEFL any interest of the Corporation in any note, lease, mortgage, debt, or any other asset belonging to this Corporation on any terms as they shall determine.
- 1.4 give as security for any such credits or guarantees, security interests in or pledges, assignments, hypothecations, mortgages, or transfers of any property, tangible or intangible, real or personal, of this Corporation, all as they shall determine.
- 1.5 lease personal property as lessee and elect as to tax credit and depreciation deductions.
- 1.6 sign in the name of this Corporation any instrument or document deemed necessary by CEFL to carry out the authority contained in this resolution, including, without limitation, notes, drafts, guarantees, subordination agreements, assignments, applications of letters of credit, appointments, security agreements, financing statements, financing change statements, mortgages, pledges, hypothecations, transfers and leases (all of the above referred to in this section 1 as "Financial Transactions");

and the approval of entering into any of the Financial Transactions with CEFL shall be conclusively evidenced by the execution and delivery of any agreement or document with CEFL by Authorized Signatories duly authorized in that behalf.

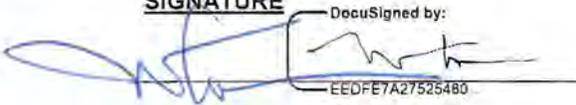
2. CEFL is authorized and directed to pay the proceeds of any action taken pursuant to these resolutions in the manner directed by any of the persons authorized to act, whether payable to the order of any of them in an individual capacity or not, and whether the proceeds are deposited to the individual credit of any of them or the individual credit of any other person.

3. Any one of the persons authorized above or any other person designated by a person authorized above may request loans, credit or other advances under credit facilities approved by CEFL, and authorize payment by the Corporation of any of its obligations under such credit facilities. Those instructions may be made by telephone, fax, or any other means of communication approved by CEFL. CEFL is released from any liability for following instructions that the recipient believes in good faith to have been given by a person authorized to act under these resolutions.

- 4. The resolutions shall continue in force until notice to the contrary in writing is delivered to CEFL.
- 5. The authority given by this resolution is retroactive in its effect. Any acts which were performed prior to the adoption of these resolutions are hereby ratified and affirmed.

I CERTIFY that I am the Secretary of the Corporation, and that the above is a true and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation held in accordance with its by-laws on the 1st of June, 2020, and that they are in full force and effect.

I FURTHER CERTIFY that each of the persons whose name appears below is a duly appointed officer or director of the Corporation who is an Authorized Signatory pursuant to these resolutions holding the office or offices set forth opposite his/her name and the signature set forth opposite the name of each person in such person's genuine signature.

<u>NAME</u>	<u>OFFICE</u>	<u>SIGNATURE</u>
<u>William Halkiw</u> (Print Name)	<u>President</u> (Title)	 DocuSigned by: EED0FE7A27525480

PERSONAL ADDRESS: 202 - 30 Morrow Ave., Toronto, ON M6R 2J2

<u>NAME</u>	<u>OFFICE</u>	<u>SIGNATURE</u>
_____ (Print Name)	_____ (Title)	_____

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

<u>NAME</u>	<u>OFFICE</u>	<u>SIGNATURE</u>
_____ (Print Name)	_____ (Title)	_____

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

<u>NAME</u>	<u>OFFICE</u>	<u>SIGNATURE</u>
_____ (Print Name)	_____ (Title)	_____

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

Executed on

  
DocuSigned by:  
EED0FE7A27525480  
William Halkiw  
**Secretary**



**Canadian Equipment  
FINANCE & LEASING INC.**

250 Woolwich St.S, Unit 5, Breslau, Ontario N0B 1M0  
PH: (519) 648-3898 FX: (519) 648-3382

**ADDENDUM TO LOAN AND SECURITY AGREEMENT # 141-06-2020-001, dated June 1<sup>st</sup>, 2020**

Canadian Equipment Finance & Leasing Inc. and The Hypoint Company Limited agree that in an event of payout request of the above referenced loan the following will be the method of calculating the payout penalty:

- 1) Months 1 to 12 will be balance of payments owing.
- 2) Months 13 to 48 will be 12 months interest calculated at the interest rate inherent in the loan agreement.
- 3) Months 49 to 60 will be 6 months interest calculated at the interest rate inherent in the loan agreement.

Canadian Equipment Finance & Leasing Inc.

BY:

Name: Brent Keenan  
Title: President

The Hypoint Company Limited

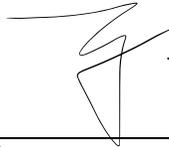
BY:

Name: William Halkiw  
Title: President  
(I/We have the authority to bind the corporation)

DocuSigned by:  
  
ECCDFE7A27020460

# Tab F

This is **Exhibit “F”** to the affidavit of Brent Keenan sworn before me via Zoom this 21<sup>st</sup> day of March, 2022 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*

A handwritten signature in black ink, appearing to be the name of the Commissioner, is written over the signature line.

A Commissioner, etc.

# Tab 1

Personal Property Security Act (“PPSA”) search reports for The Hypoint  
Company Limited

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
PAGE : 1  
( 6746)

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

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

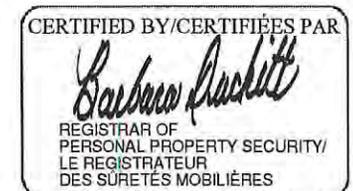
ENQUIRY NUMBER 20220203144753.55 CONTAINS 21 PAGE(S), 3 FAMILY(IES).

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

GOLDMAN SLOAN NASH & HABER LLP - ANNE PALABASAN

480 UNIVERSITY AVE, SUITE 1600  
TORONTO ON M5G 1V2

CONTINUED... 2



(crfj5 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
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( 6747)

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TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
779686182

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
001 2 20220114 1737 1590 3606 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME THE HYPOINT COMPANY LIMITED

04 ADDRESS 25 MORROW AVENUE, SUITE 100 TORONTO

ONTARIO CORPORATION NO. 002618890  
ON M6R 2H9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / THOMAS BOCK  
LIEN CLAIMANT

09 ADDRESS 287 MACDONALD AVENUE OAKVILLE ON L6J 2A6

COLLATERAL CLASSIFICATION

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

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

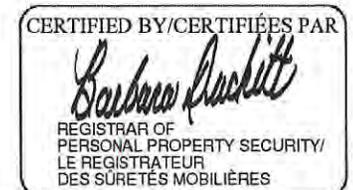
13 GENERAL ALL COLLATERAL (AS DEFINED IN A LIMITED SECURITY & INTER-CREDITOR  
14 COLLATERAL AGREEMENT BETWEEN THE DEBTOR AND EACH SECURED PARTY, AS SUCH  
15 DESCRIPTION AGREEMENT MAY BE AMENDED OR MODIFIED FROM TIME TO TIME) NOW OWNED OR

16 REGISTERING GRAEME R. ODDY, BARRISTER & SOLICITOR  
AGENT

17 ADDRESS 104-25 BEDFORD ROAD TORONTO ON M5R 2K1

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

CONTINUED... 3



(crj1fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
PAGE : 3  
( 6748)

80

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
779686182

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
002 2 20220114 1737 1590 3606

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL HEREAFTER ACQUIRED.

14 COLLATERAL  
15 DESCRIPTION

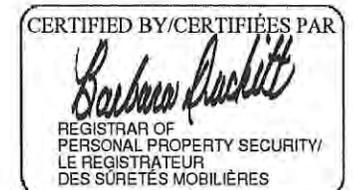
16 REGISTERING  
17 AGENT

ADDRESS

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

CONTINUED...

4



(crjfu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
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( 6749)

81

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
766139364

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
01 006 20200925 1402 1462 0909 P PPSA 3

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME THE HYPOINT COMPANY LIMITED

04 ADDRESS 59 ROY BOULEVARD BRANTFORD ONTARIO CORPORATION NO.  
ON N3R7K1

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / ADD CAPITAL CORP.  
LIEN CLAIMANT

09 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

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

16 REGISTERING ADD CAPITAL CORP.  
AGENT

17 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED...

5

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

(crj1fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
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( 6750)

82

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYOPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
766139364

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD  
02 006 20200925 1402 1462 0909 P PPSA 3

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

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

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

16 REGISTERING ADD CAPITAL CORP.  
AGENT

17 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 6

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

(crj1fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
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( 6751)

83

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
766139364

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
03 006 20200925 1402 1462 0909 P PPSA 3

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

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

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

13 GENERAL RELATING THERETO.

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

16 REGISTERING ADD CAPITAL CORP.  
AGENT

17 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 7

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

(crifu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
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( 6752)

84

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
766139364

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
04 006 20200925 1402 1462 0909 P PPSA 3

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

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

16 REGISTERING ADD CAPITAL CORP.

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

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

CONTINUED... 8

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

(ojifu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
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( 6753)

85

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
766139364

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD  
05 006 20200925 1402 1462 0909 P PPSA 3

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

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

16 REGISTERING AGENT ADD CAPITAL CORP.

17 ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 9

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

(c/11u 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
PAGE : 9  
( 6754)

86

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
766139364

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
06 006 20200925 1402 1462 0909 P PPSA 3

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

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

14 COLLATERAL

15 DESCRIPTION AND PROCEEDS THEREOF

16 REGISTERING ADD CAPITAL CORP.

17 AGENT

ADDRESS 500 COCHRANE DRIVE, UNIT 2 MARKHAM ON L3R8E2

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

CONTINUED... 10

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

(cij1fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
PAGE : 10  
( 6755)

87

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
762167673

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
001 3 20200527 1634 9224 0593 P PPSA 06

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME BUSINESS NAME THE HYPOINT COMPANY LIMITED ONTARIO CORPORATION NO.  
04 ADDRESS 25 MORROW AVENUE, SUITE 100 TORONTO ON M6R 2H9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
06 NAME BUSINESS NAME THE HYPOINT COMPANY LIMITED ONTARIO CORPORATION NO.  
07 ADDRESS 59 ROY BLVD BRANTFORD ON N3R 7K1

08 SECURED PARTY / CANADIAN EQUIPMENT FINANCE & LEASING INC.  
09 LIEN CLAIMANT ADDRESS 5 - 250 WOOLWICH ST S BRESLAU ON N0B 1M0

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

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

13 GENERAL EIGHT (8) NEW 2020 TRANE/DESERT AIRE DEHUMIDIFICATION UNITS AHUS,  
14 COLLATERAL MODEL QS46A5E, SERIAL NUMBERS 1120E27154,  
15 DESCRIPTION 1120E27155,1120E27156,1120E27157, 1120E27183,1120E27185,1120E27198,

16 REGISTERING CANADIAN EQUIPMENT FINANCE & LEASING INC.  
17 AGENT ADDRESS 5 - 250 WOOLWICH ST S BRESLAU ON N0B 1M0

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

CONTINUED... 11

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

(c/11/06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
PAGE : 11  
( 6756)

88

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
762167673

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
002 3 20200527 1634 9224 0593

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME BUSINESS NAME  
04 ADDRESS 287 MACDONALD ROAD OAKVILLE ONTARIO CORPORATION NO.  
ON L6J 2A6

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
06 NAME BUSINESS NAME  
07 ADDRESS 235 FRONT ST OAKVILLE ONTARIO CORPORATION NO.  
ON L6J 1A4

08 SECURED PARTY /  
09 LIEN CLAIMANT ADDRESS

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

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

13 GENERAL 1120E27223 EIGHT (8) NEW 2020 TRANE/DESERT AIRE DEHUMIDIFICATION  
14 COLLATERAL UNITS COOLED REMOTE RC8S022C5H22542 CONDENSERS, SERIAL NUMBERS  
15 DESCRIPTION C2040000044,C2040000045,C2040000046,

16 REGISTERING  
17 AGENT ADDRESS

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

CONTINUED...

12

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

(crj1fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
PAGE : 12  
( 6757)

89

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
762167673

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
003 3 20200527 1634 9224 0593

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL C2040000052,C2040000053,C2040000054, C2040000056,C2040000057

14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING  
17 AGENT

ADDRESS

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

CONTINUED...

13

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

(crj1fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
PAGE : 13  
( 6758)

90

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	6		20200622 1545 9224 0598	
21	RECORD REFERENCED	FILE NUMBER	762167673		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	THE HYPOINT COMPANY LIMITED		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	TO DELETE EXISTING GENERAL COLLATERAL DESCRIPTION AND REPLACE WITH THE FOLLOWING...			
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
03/					
06					
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12					
13	GENERAL DESCRIPTION	ONE (1) NEW TRANE/DESERT AIRE QS46A5E82929D DEHUMIDIFICATION UNIT			
14	COLLATERAL DESCRIPTION	- AHUS, SERIAL NUMBER 1120E27154 ONE (1) NEW TRANE/DESERT AIRE QS46A5E82929G DEHUMIDIFICATION UNIT - AHUS, SERIAL NUMBER			
15					
16	REGISTERING AGENT OR	CANADIAN EQUIPMENT FINANCE & LEASING INC.			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	250 WOOLWICH ST S, UNIT 5	BRESLAU	ON NOB 1M0

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

CONTINUED... 14

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

(crj2fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
PAGE : 14  
( 6759)

91

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	6		20200622 1545 9224 0598	
21	RECORD REFERENCED	FILE NUMBER	762167673		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12	GENERAL	1220E27155 ONE (1) NEW TRANE/DESERT AIRE QS46A5E82929E			
13	COLLATERAL DESCRIPTION	DEHUMIDIFICATION UNIT - AHUS, SERIAL NUMBER 1220E27156 ONE (1) NEW TRANE/DESERT AIRE QS46A5E82929B DEHUMIDIFICATION UNIT - AHUS,			
14	REGISTERING AGENT OR				
15	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

15

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

(crj2lu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
PAGE : 15  
( 6760)

92

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01	003	6		20200622 1545 9224 0598				
21	RECORD REFERENCED	FILE NUMBER	762167673					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME						
25	OTHER CHANGE REASON/ DESCRIPTION							
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/ TRANSFEREE	BUSINESS NAME						
06					ONTARIO CORPORATION NO.			
04/07	ADDRESS							
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
08	ADDRESS							
09	COLLATERAL CLASSIFICATION							
10	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.			
12	GENERAL	SERIAL NUMBER	1220E27157	ONE (1) NEW TRANE/DESERT AIRE				
13	COLLATERAL DESCRIPTION	QS46A5E82929H	DEHUMIDIFICATION UNIT - AHUS,	SERIAL NUMBER				
14	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	1320E27183	ONE (1) NEW TRANE/DESERT AIRE	QS46A5E82929F				
15	ADDRESS							
16								
17								

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

CONTINUED...

16

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

(crj2fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
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( 6761)

93

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	004	6		20200622 1545 9224 0598	
21	RECORD REFERENCED	FILE NUMBER	762167673		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSPEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL	DEHUMIDIFICATION UNIT - AHUS, SERIAL NUMBER 1320E27185 ONE (1) NEW			
14	COLLATERAL	TRANE/DESERT AIRE QS46A5E82929A DEHUMIDIFICATION UNIT - AHUS,			
15	DESCRIPTION	SERIAL NUMBER 1520E27198 ONE (1) NEW TRANE/DESERT AIRE			
16	REGISTERING AGENT OR				
17	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

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

CONTINUED...

17

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

(crj2lu 06/2019)

Ontario 

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
PAGE : 17  
( 6762)

94

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	005	6		20200622 1545 9224 0598	
21	RECORD REFERENCED	FILE NUMBER	762167673		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEEE	BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12	GENERAL DESCRIPTION	QS46A5E82929C	DEHUMIDIFICATION UNIT - AHUS, SERIAL NUMBER 1620E27223	EIGHT (8) NEW TRANE/DESERT AIRE	RC8S022C5H22524
13	COLLATERAL DESCRIPTION	MODINE MODEL NO.	LCS8213-022-5C	DEHUMIDIFICATION UNIT -	
14	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

18

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

(crj2lu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
PAGE : 18  
( 6763)

95

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	006	6		20200622 1545 9224 0598	
21	RECORD REFERENCED	FILE NUMBER	762167673		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEREE	BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER	DATE OF MATURITY OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
13	GENERAL DESCRIPTION	CONDENSERS, SERIAL NUMBERS C2040000044, C2040000045, C2040000046, C2040000052, C2040000053, C2040000054, C2040000056, C204000005 7			
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

19

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

(crj2fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

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( 6764)

96

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	2		20200624 1137 9224 0600	
21	RECORD REFERENCED	FILE NUMBER	762167673		
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	THE HYPOINT COMPANY LIMITED		
25	OTHER CHANGE REASON/ DESCRIPTION	TO ADD ADDITIONAL DEBTORS			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	2618905 ONTARIO LIMITED		
06	ADDRESS	100 - 25 MORROW AVENUE	TORONTO	ONTARIO CORPORATION NO.	ON M6R 2H9
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
10	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE	
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION	YEAR MAKE	MODEL	V.I.N.	
16	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS	CANADIAN EQUIPMENT FINANCE & LEASING INC. 250 WOOLWICH ST S, UNIT 5 BRESLAU ON N0B 1M0		

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

CONTINUED... 20

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

(crj2fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
PAGE : 20  
( 5765)

97

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	002	2		20200624 1137 9224 0500			
21	RECORD REFERENCED	FILE NUMBER	762167673				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME					
25	OTHER CHANGE REASON/ DESCRIPTION						
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	2618909 ONTARIO LIMITED				
06	ADDRESS	100 - 25 MORROW AVENUE	TORONTO	ONTARIO CORPORATION NO.	ON M6R 2H9		
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
08	ADDRESS						
09	COLLATERAL CLASSIFICATION						
10	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE GENERAL	YEAR	MAKE	MODEL	V. I. N.		
12	VEHICLE DESCRIPTION						
13	GENERAL						
14	COLLATERAL						
15	DESCRIPTION						
16	REGISTERING AGENT OR						
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS					

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

CONTINUED...

21

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

(crj2fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144753.55

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

REPORT : PSSR060  
PAGE : 21  
( 5766)

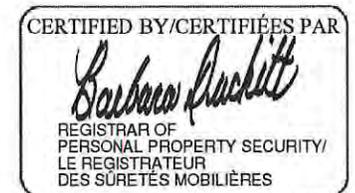
98

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : THE HYPOINT COMPANY LIMITED  
FILE CURRENCY : 02FEB 2022

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
779686182	20220114 1737 1590 3606			
766139364	20200925 1402 1462 0909			
762167673	20200527 1634 9224 0593	20200622 1545 9224 0598	20200624 1137 9224 0600	

5 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(crfj5 06/2019)



# Tab 2

Personal Property Security Act (“PPSA”) search reports for 2618905  
Ontario Limited

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144859.31

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

REPORT : PSSR060  
PAGE : 1  
( 6767)

101

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

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618905 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

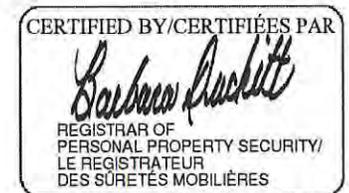
ENQUIRY NUMBER 20220203144859.31 CONTAINS 13 PAGE(S), 1 FAMILY(IES).

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

GOLDMAN SLOAN NASH & HABER LLP - ANNE PALABASAN  
480 UNIVERSITY AVE, SUITE 1600  
TORONTO ON M5G 1V2

CONTINUED...

2



(crj5 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144859.31

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

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TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618905 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
762167673

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20200527 1634 9224 0593	P PPSA	06

01

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

02 DEBTOR

03 NAME

BUSINESS NAME

THE HYPPOINT COMPANY LIMITED

04

ADDRESS

25 MORROW AVENUE, SUITE 100 TORONTO

ONTARIO CORPORATION NO.

ON M6R 2H9

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

05 DEBTOR

06 NAME

BUSINESS NAME

THE HYPPOINT COMPANY LIMITED

07

ADDRESS

59 ROY BLVD BRANTFORD

ONTARIO CORPORATION NO.

ON N3R 7K1

SECURED PARTY / LIEN CLAIMANT  
CANADIAN EQUIPMENT FINANCE & LEASING INC.

08

ADDRESS

5 - 250 WOOLWICH ST S BRESLAU

ON N0B 1M0

COLLATERAL CLASSIFICATION

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

10

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

11

12

GENERAL COLLATERAL DESCRIPTION  
EIGHT (8) NEW 2020 TRANE/DESERT AIRE DEHUMIDIFICATION UNITS AHUS,  
MODEL QS46A5E, SERIAL NUMBERS 1120E27154,  
1120E27155, 1120E27156, 1120E27157, 1120E27183, 1120E27185, 1120E27198,

13

14

15

REGISTERING AGENT  
CANADIAN EQUIPMENT FINANCE & LEASING INC.

16

17

ADDRESS 5 - 250 WOOLWICH ST S BRESLAU ON N0B 1M0

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

CONTINUED... 3

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

(c311u 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144859.31

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

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103

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618905 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
762167673

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
002 3 20200527 1634 9224 0593

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME 02JUN1968 CHANTAL J BOCK

04 BUSINESS NAME ADDRESS 287 MACDONALD ROAD OAKVILLE ONTARIO CORPORATION NO.  
ON L6J 2A6

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
06 NAME 24APR1942 BEVERLY J ROCKLIFFE

07 BUSINESS NAME ADDRESS 235 FRONT ST OAKVILLE ONTARIO CORPORATION NO.  
ON L6J 1A4

08 SECURED PARTY /  
09 LIEN CLAIMANT ADDRESS

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

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

13 GENERAL 1120E27223 EIGHT (8) NEW 2020 TRANE/DESERT AIRE DEHUMIDIFICATION  
14 COLLATERAL UNITS COOLED REMOTE RC8S022C5H22542 CONDENSERS, SERIAL NUMBERS  
15 DESCRIPTION C2040000044,C2040000045,C2040000046,

16 REGISTERING  
17 AGENT ADDRESS

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

CONTINUED...

4

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

(crj1fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144859.31

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

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104

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618905 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
762167673

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
003 3 20200527 1634 9224 0593

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL C2040000052,C2040000053,C2040000054, C2040000056,C2040000057

14 COLLATERAL  
15 DESCRIPTION

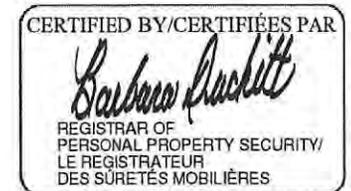
16 REGISTERING  
17 AGENT

ADDRESS

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

CONTINUED...

5



(crj1fu 06/2019)

RUN NUMBER : 034  
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ID : 20220203144859.31

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

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105

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618905 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	6		20200622 1545 9224 0598	
21	RECORD REFERENCED	FILE NUMBER	762167673		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	THE HYPPOINT COMPANY LIMITED		
25	OTHER CHANGE REASON/ DESCRIPTION	TO DELETE EXISTING GENERAL COLLATERAL DESCRIPTION AND REPLACE WITH THE FOLLOWING...			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
12	GENERAL DESCRIPTION	ONE (1) NEW TRANE/DESERT AIRE QS46A5E82929D DEHUMIDIFICATION UNIT			
13	COLLATERAL DESCRIPTION	- AHUS, SERIAL NUMBER 1120E27154 ONE (1) NEW TRANE/DESERT AIRE QS46A5E82929G DEHUMIDIFICATION UNIT - AHUS, SERIAL NUMBER			
14	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	250 WOOLWICH ST S, UNIT 5	BRESLAU	ON N0B 1M0

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

CONTINUED... 6

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

(crj2lu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144859.31

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

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TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618905 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	002	6		20200622 1545 9224 0598			
21	RECORD REFERENCED	FILE NUMBER	762167673				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME					
25	OTHER CHANGE REASON/ DESCRIPTION						
02/05	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
03/06	DEBTOR/ TRANSFEREE	BUSINESS NAME			ONTARIO CORPORATION NO.		
04/07	ADDRESS						
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
08	ADDRESS						
09	COLLATERAL CLASSIFICATION						
10	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.		
13	GENERAL DESCRIPTION	1220E27155 ONE (1) NEW TRANE/DESERT AIRE QS46A5E82929E					
14	COLLATERAL DESCRIPTION	DEHUMIDIFICATION UNIT - AHUS, SERIAL NUMBER 1220E27156 ONE (1) NEW TRANE/DESERT AIRE QS46A5E82929B DEHUMIDIFICATION UNIT - AHUS,					
15	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS					

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

CONTINUED...

7

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

(crj2fu 06/2019)

Ontario 

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144859.31

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

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TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618905 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01	003	6		20200622 1545 9224 0598				
21	RECORD REFERENCED	FILE NUMBER	762167673					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME						
25	OTHER CHANGE REASON/ DESCRIPTION							
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
03/06	TRANSFEE	BUSINESS NAME						
04/07	ADDRESS				ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
08	ADDRESS							
09	COLLATERAL CLASSIFICATION							
10	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR-VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.			
12	GENERAL	SERIAL NUMBER 1220E27157 ONE (1) NEW TRANE/DESERT AIRE						
13	COLLATERAL	QS46A5E82929H DEHUMIDIFICATION UNIT - AHUS, SERIAL NUMBER						
14	DESCRIPTION	1320E27183 ONE (1) NEW TRANE/DESERT AIRE QS46A5E82929F						
15	REGISTERING AGENT OR							
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS						

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

CONTINUED...

8

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

(crj2lu 06/2019)

Ontario 

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144859.31

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
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TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618905 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	004	6		20200622 1545 9224 0598	
21	RECORD REFERENCED	FILE NUMBER	762167673		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEEE	BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
10	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE	
11	YEAR	MAKE	MODEL	V.I.N.	
12	MOTOR VEHICLE				
13	GENERAL DESCRIPTION	DEHUMIDIFICATION UNIT - AHUS, SERIAL NUMBER 1320E27185 ONE (1) NEW			
14	COLLATERAL DESCRIPTION	TRANE/DESERT AIRE QS46A5E82929A DEHUMIDIFICATION UNIT - AHUS, SERIAL NUMBER 1520E27198 ONE (1) NEW TRANE/DESERT AIRE			
15	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

9

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

(crj2lu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144859.31

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

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TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618905 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	005	6		20200622 1545 9224 0598	
21	RECORD REFERENCED	FILE NUMBER	762167673		
22	PAGE-AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR	NO-FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12	GENERAL	QS46A5E82929C	DEHUMIDIFICATION UNIT - AHUS,	SERIAL NUMBER	
13	COLLATERAL DESCRIPTION	1620E27223	EIGHT (8) NEW TRANE/DESERT AIRE	RC8S022C5H22524	
14	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	MODINE MODEL NO.	LCS8213-022-5C	DEHUMIDIFICATION UNIT -	
15		ADDRESS			

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

CONTINUED...

10

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

(crj2tu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144859.31

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
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ENQUIRY RESPONSE  
CERTIFICATE

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110

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618905 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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	PAGES	SCHEDULE NUMBER UNDER
01	006	6
21	RECORD FILE NUMBER	762167673
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED
23	REFERENCE	FIRST GIVEN NAME INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME
25	OTHER CHANGE	
26	REASON/	
27	DESCRIPTION	
28		
02/	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME
05	DEBTOR/	
03/	TRANSFeree	BUSINESS NAME
06		ONTARIO CORPORATION NO.
04/07	ADDRESS	
29	ASSIGNOR	
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	
09	ADDRESS	
10	COLLATERAL CLASSIFICATION	
	CONSUMER	MOTOR VEHICLE
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE MODEL V.I.N.
12	GENERAL	CONDENSERS, SERIAL NUMBERS C2040000044,
14	COLLATERAL DESCRIPTION	C2040000045, C2040000046, C2040000052, C2040000053, C2040000054, C2040000056, C204000005 7
16	REGISTERING AGENT OR	
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS

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

CONTINUED...

11

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

(crj2fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144859.31

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

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111

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618905 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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01	001	2		20200624 1137 9224 0600	
21	RECORD REFERENCED	FILE NUMBER	762167673		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	THE HYPPOINT COMPANY LIMITED		
25	OTHER CHANGE REASON/ DESCRIPTION	TO ADD ADDITIONAL DEBTORS			
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEREE	BUSINESS NAME	2618905 ONTARIO LIMITED		
04/07	ADDRESS	100 - 25 MORROW AVENUE	TORONTO	ONTARIO CORPORATION NO.	ON M6R 2H9
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR MAKE	MODEL	V.I.N.	
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	CANADIAN EQUIPMENT FINANCE & LEASING INC. 250 WOOLWICH ST S, UNIT 5 BRESLAU ON N0B 1M0		

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

CONTINUED... 12

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

(crj2fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144859.31

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

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TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618905 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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01	002	2		20200624 1137 9224 0600	
21	RECORD REFERENCED	FILE NUMBER	762167673		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	2618909 ONTARIO LIMITED		
06					ONTARIO CORPORATION NO.
04/07	ADDRESS	100 - 25 MORROW AVENUE	TORONTO		ON M6R 2H9
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V. I. N.	
12	GENERAL				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR				
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			
17					

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

CONTINUED...

13

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

(crj2fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144859.31

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

REPORT : PSSR060  
PAGE : 13  
( 6779)

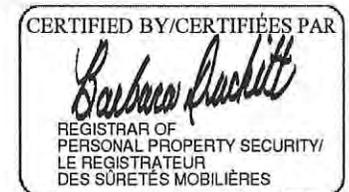
113

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618905 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
762167673	20200527 1634 9224 0593	20200622 1545 9224 0598	20200624 1137 9224 0600	

3 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(crfj5 06/2019)



# Tab 3

Personal Property Security Act (“PPSA”) search reports for 2618909  
Ontario Limited

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144959.15

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

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( 6780)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2618909 ONTARIO LIMITED

FILE CURRENCY : 02FEB 2022

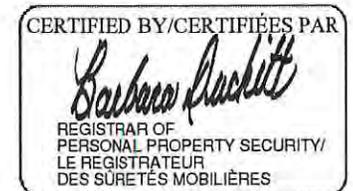
ENQUIRY NUMBER 20220203144959.15 CONTAINS 17 PAGE(S), 2 FAMILY(IES).

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

GOLDMAN SLOAN NASH & HABER LLP - ANNE PALABASAN

480 UNIVERSITY AVE, SUITE 1600  
TORONTO ON M5G 1V2

CONTINUED... 2



(crj5 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144959.15

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

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TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618909 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
762499962

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
001 004 20200608 1329 1862 5465 P PPSA 2

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME 2618909 ONTARIO LIMITED

04 ADDRESS 59 ROY BLVD. BRANTFORD ONTARIO CORPORATION NO. 2618909  
ON N3R 7K1

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

07 ADDRESS 235 FRONT STREET OAKVILLE ONTARIO CORPORATION NO.  
ON L6J 1A4

08 SECURED PARTY / DELRIN INVESTMENTS INC.  
LIEN CLAIMANT

09 ADDRESS 5255 YONGE STREET, SUITE 1300 TORONTO ON M2N 6P4

COLLATERAL CLASSIFICATION

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

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

13 GENERAL PURSUANT TO A GENERAL SECURITY AGREEMENT DATED 4TH JUNE, 2020.

14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING JACK FRYMER PROFESSIONAL CORPORATION  
AGENT

17 ADDRESS 5255 YONGE STREET, SUITE 1300 TORONTO ON M2N 6P4

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

CONTINUED... 3

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

(crj1fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144959.15

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

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( 6782)

118

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618909 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
762499962

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD  
002 004 20200608 1329 1862 5465

02 DEBTOR NAME DATE OF BIRTH BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME  
11APR1965 BRENDA HALKIW

03 DEBTOR NAME BUSINESS NAME  
04 ADDRESS 30 MORROW AVE, SUITE 202 TORONTO ONTARIO CORPORATION NO. ON M6R 2J2

05 DEBTOR NAME DATE OF BIRTH BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME  
12AUG1969 CHRISTINE MORASSUTTI

06 DEBTOR NAME BUSINESS NAME  
07 ADDRESS 46 SCOTCH VALLEY DRIVE KING CITY ONTARIO CORPORATION NO. ON L7B 1L9

08 SECURED PARTY / LIEN CLAIMANT SAMUEL STERN

09 ADDRESS 5255 YONGE STREET, SUITE 1300 TORONTO ON M2N 6P4

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

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

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

4

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

(crj1fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144959.15

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

REPORT : PSSR060  
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( 6783)

119

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618909 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
762499962

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
003 004 20200608 1329 1862 5465

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME BUSINESS NAME  
04 ADDRESS 287 MACDONALD ROAD OAKVILLE ONTARIO CORPORATION NO.  
ON L6J 2A6

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

08 SECURED PARTY / HARVEY KESSLER  
09 LIEN CLAIMANT ADDRESS 5255 YONGE STREET, SUITE 1300 TORONTO ON M2N 6P4

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

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

13 GENERAL  
14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING  
17 AGENT ADDRESS

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

CONTINUED...

5

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

(crj1tu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144959.15

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

REPORT : PSSR060  
PAGE : 5  
( 6784)

120

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618909 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
762499962

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
004 004 20200608 1329 1862 5465

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / RICHARD GOLDBERG  
LIEN CLAIMANT

09 ADDRESS 5255 YONGE STREET, SUITE 1300 TORONTO ON M2N 6P4

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

17 AGENT

ADDRESS

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

CONTINUED...

6

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

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144959.15

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

REPORT : PSSR060  
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121

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618909 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
762167673

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
001 3 20200527 1634 9224 0593 P PPSA 06

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME THE HYPOINT COMPANY LIMITED

04 ADDRESS 25 MORROW AVENUE, SUITE 100 TORONTO ONTARIO CORPORATION NO. ON M6R 2H9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME THE HYPOINT COMPANY LIMITED

07 ADDRESS 59 ROY BLVD BRANTFORD ONTARIO CORPORATION NO. ON N3R 7K1

08 SECURED PARTY / CANADIAN EQUIPMENT FINANCE & LEASING INC.

LIEN CLAIMANT

09 ADDRESS 5 - 250 WOOLWICH ST S BRESLAU ON N0B 1M0

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL EIGHT (8) NEW 2020 TRANE/DESERT AIRE DEHUMIDIFICATION UNITS AHUS,  
14 COLLATERAL MODEL QS46A5E, SERIAL NUMBERS 1120E27154,  
15 DESCRIPTION 1120E27155, 1120E27156, 1120E27157, 1120E27183, 1120E27185, 1120E27198,

16 REGISTERING CANADIAN EQUIPMENT FINANCE & LEASING INC.

AGENT

17 ADDRESS 5 - 250 WOOLWICH ST S BRESLAU ON N0B 1M0

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

CONTINUED... 7

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

(crj1fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144959.15

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

REPORT : PSSR060  
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( 6786)

122

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618909 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
762167673

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
002 3 20200527 1634 9224 0593

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME BUSINESS NAME  
04 CHANTAL J BOCK

04 ADDRESS 287 MACDONALD ROAD OAKVILLE ONTARIO CORPORATION NO.  
ON L6J 2A6

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
06 NAME BUSINESS NAME  
07 BEVERLY J ROCKLIFFE

07 ADDRESS 235 FRONT ST OAKVILLE ONTARIO CORPORATION NO.  
ON L6J 1A4

08 SECURED PARTY /  
LIEN CLAIMANT  
09 ADDRESS

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

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

13 GENERAL 1120E27223 EIGHT (8) NEW 2020 TRANE/DESERT AIRE DEHUMIDIFICATION  
14 COLLATERAL UNITS COOLED REMOTE RC8S022C5H22542 CONDENSERS, SERIAL NUMBERS  
15 DESCRIPTION C2040000044,C2040000045,C2040000046,

16 REGISTERING  
AGENT  
17 ADDRESS

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

CONTINUED...

8

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

(crj1fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144959.15

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

REPORT : PSSR060  
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123

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618909 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
762167673

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
003 3 20200527 1634 9224 0593

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL C2040000052,C2040000053,C2040000054, C2040000056,C2040000057

14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING  
17 AGENT

ADDRESS

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

CONTINUED...

9

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

(crj1fu 06/2019)

RUN NUMBER : 034  
 RUN DATE : 2022/02/03  
 ID : 20220203144959.15

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

REPORT : PSSR060  
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 ( 6788)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : 2618909 ONTARIO LIMITED  
 FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	6		20200622 1545 9224 0598	
21	RECORD REFERENCED	FILE NUMBER	762167673		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	THE HYOPOINT COMPANY LIMITED		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	TO DELETE EXISTING GENERAL COLLATERAL DESCRIPTION AND REPLACE WITH THE FOLLOWING...			
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06				ONTARIO CORPORATION NO.	
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER GOODS	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO FIXED MATURITY DATE	
10					
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR VEHICLE	ONE (1) NEW TRANE/DESERT AIRE QS46A5E82929D DEHUMIDIFICATION UNIT			
12	GENERAL COLLATERAL	- AHUS, SERIAL NUMBER 1120E27154 ONE (1) NEW TRANE/DESERT AIRE			
13	DESCRIPTION	QS46A5E82929G DEHUMIDIFICATION UNIT - AHUS, SERIAL NUMBER			
14	REGISTERING AGENT OR	CANADIAN EQUIPMENT FINANCE & LEASING INC.			
15	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	250 WOOLWICH ST S, UNIT 5	BRESLAU	ON NOB 1M0

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

CONTINUED... 10

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

(cri2fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144959.15

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

REPORT : PSSR060  
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( 6789)

125

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618909 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	6		20200622 1545 9224 0598	
21	RECORD REFERENCED	FILE NUMBER	762167673		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
10	GOODS	INVENTORY EQUIPMENT ACCOUNT'S OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12	GENERAL	1220E27155 ONE (1) NEW TRANE/DESERT AIRE	QS46A5E82929E		
13	COLLATERAL DESCRIPTION	DEHUMIDIFICATION UNIT - AHUS, SERIAL NUMBER 1220E27156 ONE (1) NEW TRANE/DESERT AIRE	QS46A5E82929B	DEHUMIDIFICATION UNIT - AHUS,	
14	REGISTERING AGENT OR				
15	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

11

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

(crj2lu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144959.15

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

REPORT : PSSR060  
PAGE : 11  
( 6790)

126

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618909 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	003	6		20200622 1545 9224 0598	
21	RECORD REFERENCED	FILE NUMBER	762167673		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY	NO-FIXED MATURITY DATE	
10	INVENTORY	EQUIPMENT	ACCOUNT'S OTHER	INCLUDED	AMOUNT
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
12	GENERAL	SERIAL NUMBER	1220E27157	ONE (1) NEW TRANE/DESERT AIRE	
13	COLLATERAL DESCRIPTION	QS46A5E82929H	DEHUMIDIFICATION UNIT - AHUS,	SERIAL NUMBER	
14	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	1320E27183	ONE (1) NEW TRANE/DESERT AIRE	QS46A5E82929F	
15					
16					
17					

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

CONTINUED...

12

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

(crj2fu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144959.15

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

REPORT : PSSR060  
PAGE : 12  
( 6791)

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TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618909 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	004	6		20200622 1545 9224 0598	
21	RECORD REFERENCED	FILE NUMBER	762167673		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNT'S OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V. I. N.	
12	GENERAL	DEHUMIDIFICATION UNIT - AHUS, SERIAL NUMBER 1320E27185 ONE (1) NEW			
13	COLLATERAL	TRANE/DESERT AIRE QS46A5E82929A DEHUMIDIFICATION UNIT - AHUS,			
14	DESCRIPTION	SERIAL NUMBER 1520E27198 ONE (1) NEW TRANE/DESERT AIRE			
15	REGISTERING AGENT OR				
16	SECURED PARTY/	ADDRESS			
17	LIEN CLAIMANT				

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

CONTINUED...

13

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

(cri2tu 06/2019)

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144959.15

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

REPORT : PSSR060  
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( 6792)

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TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618909 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	005	6		20200622 1545 9224 0598	
21	RECORD REFERENCED	FILE NUMBER	762167673		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05/	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06/					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12	GENERAL	QS46A5E82929C	DEHUMIDIFICATION UNIT - AHUS,	SERIAL NUMBER	
13	COLLATERAL DESCRIPTION	1620E27223	EIGHT (8) NEW TRANE/DESERT AIRE	RC8S022C5H22524	
14	REGISTERING AGENT OR	MODINE	MODEL NO. LCS8213-022-5C	DEHUMIDIFICATION UNIT -	
15	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

14

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

(crj2fu 06/2019)

RUN NUMBER : 034  
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PROVINCE OF ONTARIO  
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ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
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TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618909 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER						
01	006	6		20200622 1545 9224 0598							
21	RECORD REFERENCED	FILE NUMBER	762167673								
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD						
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME							
24	DEBTOR/ TRANSFEROR	BUSINESS NAME									
25	OTHER CHANGE REASON/ DESCRIPTION										
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
03/	TRANSFEE	BUSINESS NAME									
04/07	ADDRESS				ONTARIO CORPORATION NO.						
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE									
08	ADDRESS										
09	COLLATERAL CLASSIFICATION										
10	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.						
13	GENERAL	CONDENSERS, SERIAL NUMBERS C2040000044,									
14	COLLATERAL	C2040000045, C2040000046, C2040000052, C2040									
15	DESCRIPTION	000053, C2040000054, C2040000056, C204000005 7									
16	REGISTERING AGENT OR										
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS									

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

CONTINUED...

15

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

(crj2fu 06/2019)

Ontario 

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
ID : 20220203144959.15

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

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TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618909 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM ZC FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	2		20200624 1137 9224 0600	
21	RECORD REFERENCED	FILE NUMBER	762167673		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	THE HYPPOINT COMPANY LIMITED		
25	OTHER CHANGE	REASON/ DESCRIPTION TO ADD ADDITIONAL DEBTORS			
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEE	BUSINESS NAME	2618905 ONTARIO LIMITED		
04/07	ADDRESS	100 - 25 MORROW AVENUE	TORONTO	ONTARIO CORPORATION NO.	ON M6R 2H9
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE
		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	OR
11	MOTOR VEHICLE GENERAL	YEAR	MAKE	MODEL	V.I.N.
12	DESCRIPTION	REGISTERING AGENT OR			
13	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	CANADIAN EQUIPMENT FINANCE & LEASING INC. 250 WOOLWICH ST S, UNIT 5 BRESLAU ON N0B 1M0		

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

CONTINUED... 16

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

(crj2lu 06/2019)

RUN NUMBER : 034  
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PROVINCE OF ONTARIO  
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

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TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618909 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	2		20200624 1137 9224 0600	
21	RECORD REFERENCED	FILE NUMBER	762167673		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	2618909 ONTARIO LIMITED		
06				ONTARIO CORPORATION NO.	
04/07	ADDRESS	100 - 25 MORROW AVENUE	TORONTO	ON	M6R 2H9
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE
11	MOTOR VEHICLE GENERAL	YEAR MAKE	MODEL	V.I.N.	
12					
13					
14	COLLATERAL DESCRIPTION				
15					
16	REGISTERING AGENT OR				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

17

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

(crj2fu 06/2019)

Ontario 

RUN NUMBER : 034  
RUN DATE : 2022/02/03  
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PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
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TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2618909 ONTARIO LIMITED  
FILE CURRENCY : 02FEB 2022

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
762499962	20200608 1329 1862 5465			
762167673	20200527 1634 9224 0593	20200622 1545 9224 0598	20200624 1137 9224 0600	

4 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

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

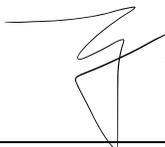
(crj)5 06/2019



# Tab G

Guarantee and Postponement of Claim agreement from 2618905 Ontario  
Limited to the Applicant dated June 1, 2020

This is **Exhibit “G”** to the affidavit of Brent Keenan sworn before me via Zoom this 21<sup>st</sup> day of March, 2022 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*

A handwritten signature in black ink, appearing to be the name of the Commissioner, is written over a horizontal line that separates the text from the title below.

A Commissioner, etc.



**Canadian Equipment  
FINANCE & LEASING INC.**

**GUARANTEE AND POSTPONEMENT OF CLAIM**

1. FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly, severally and unconditionally guarantee(s) to Canadian Equipment Finance & Leasing Inc. ("CEFL") the full and prompt payment when due or on demand (whether at scheduled maturity or upon acceleration) of any and all sums, indebtedness and liabilities of whatsoever nature, due or to become due, direct or indirect, absolute or contingent, now or hereafter at any time owed or contracted by **THE HYPOINT COMPANY LIMITED** (hereinafter the "**Obligor**") to CEFL whether incurred by or arising from agreement or dealings between CEFL and the Obligor or by or from any agreement or dealings with any third party by which CEFL may be or become in any manner whatsoever a creditor of the Obligor and whether the Obligor be bound alone or with another or others and whether as principal or surety, and all costs and expenses of and incidental to collection of any of the foregoing, or the enforcement of any rights under this Guarantee and Postponement of Claim (the "**Guarantee**") and any security given by the undersigned and each of them (if more than one) to CEFL to secure the obligations of this Guarantee, including reasonable legal fees and expenses (on a solicitor and its own client basis) (all of the foregoing obligations in this Section 1, hereinafter called "**Liabilities**"). In this Guarantee, the term "**Guarantor**" shall mean the undersigned and each of them (if more than one), either alone or collectively, as the context may require. The Guarantor agrees to make full and prompt payment to CEFL on behalf of the Obligor of all Liabilities owing or payable to CEFL upon receipt of a demand for payment by CEFL in writing. Such amounts shall be payable without any deduction for set-off or counterclaim, each of which is hereby waived by the Guarantor.

2. The obligations of the Guarantor hereunder are and shall be absolute and unconditional and any money or amounts expressed to be owing or payable by the Guarantor hereunder which may not be recoverable from the Guarantor on the footing of this Guarantee shall be recoverable from the Guarantor as primary obligor and principal debtor in respect thereof. This Guarantee shall be a continuing one and shall cover, subject to any limitation of amount set forth above, all Liabilities and shall remain in full force and effect until released in writing by CEFL, and it shall apply to and secure any ultimate balance at any time, and from time to time, due or remaining unpaid by the Obligor to CEFL. This is an absolute and unconditional guarantee of payment and not of collection.

3. As an original and independent obligation under this Guarantee, the Guarantor further agrees to indemnify and hold harmless CEFL from and against any losses CEFL may sustain and expenses CEFL may incur as the result of any negligent or wilful act of the Obligor and keep CEFL indemnified against any cost, loss, expense or liability of whatever kind resulting from the failure by the Obligor to make due and prompt payment of any of the Liabilities or resulting from any of the Liabilities becoming void, voidable, unenforceable, or ineffective against Obligor (including, without limitation, all legal and other costs, charges and expenses incurred by CEFL in connection with preserving or enforcing, or attempting to preserve or enforce its rights under this Guarantee) and to pay on demand to CEFL the amount of such cost, loss, expense or liability whether or not CEFL has attempted to enforce any rights against the Obligor or any other third party or otherwise.

4. All indebtedness and liability, present and future, of the Obligor to the Guarantor are hereby assigned to CEFL and postponed to the Liabilities, and all monies received by the Guarantor in respect thereof shall be received in trust for CEFL and forthwith upon receipt shall be paid over to CEFL, the whole without in any way limiting or lessening the liability of the Guarantor under this Guarantee; and this assignment and postponement is independent of the said Guarantee and shall remain in full effect notwithstanding that the liability of the Guarantor under this Guarantee may otherwise be extinct.

5. CEFL shall not have any obligation to enforce any rights or remedies or to take any other steps against the Obligor, or any other person, before CEFL is entitled to demand payment and performance by

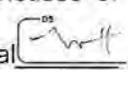

 Initial

the Guarantor, or any of them, of its liabilities and obligations under this Guarantee. The obligations of the Guarantor hereunder are independent of the Liabilities and a separate action or actions may be brought and prosecuted against the Guarantor to enforce this Guarantee, irrespective of whether any action is brought against the Obligor or whether the Obligor is joined in any such action or actions.

6. The obligations of the Guarantor hereunder shall not be affected or impaired by any act, omission, matter or thing whatsoever, occurring before, upon or after any demand for payment hereunder (and whether or not known to the Guarantor or CEFL) which, but for this provision, might constitute a whole or partial defence to a claim against the Guarantor hereunder or might operate to release or otherwise exonerate the Guarantor from any of its obligations hereunder or otherwise affect such obligations, whether occasioned by default of CEFL or otherwise, including, without limitation:

- (a) any limitation of status or power, disability, incapacity or other circumstance relating to the Obligor, or any individual, partnership, other corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental body or other entity of whatever nature (each a "Person"), including any insolvency, bankruptcy, liquidation, reorganization, readjustment, composition, dissolution, winding-up or other proceeding involving or affecting the Obligor, the Guarantor or any other Person;
- (b) any irregularity, defect, unenforceability or invalidity in respect of any indebtedness or other obligation of the Obligor to CEFL, or any other Person under any document or instrument;
- (c) any failure of the Obligor, or any other Person, whether or not without fault on their part, to perform or comply with any of the provisions of any document or instrument or to give notice thereof to the Guarantor;
- (d) the taking or enforcing or exercising or the refusal or neglect to take or enforce or exercise any right or remedy against the Obligor, or any other Person or their respective assets, or the release or discharge of any such right or remedies;
- (e) the granting of time, renewals, extensions, compromises, concessions, waivers, releases, discharges and other indulgences to the Obligor or any other Person;
- (f) any amendment, variation, modification, supplement or replacement of any document or instrument;
- (g) any change in the ownership, control, name, objects, businesses, assets, capital structure or constitution of the Obligor, the Guarantor or any other Person;
- (h) any merger or amalgamation of the Obligor or the Guarantor with any Person or Persons;
- (i) the occurrence of any change in the laws, rules, regulations or ordinances of any jurisdiction or by any present or future action of any governmental body or court amending, varying, reducing or otherwise affecting, or purporting to amend, vary, reduce or otherwise affect, any of the Liabilities or the obligations of the Guarantor under this Guarantee;
- (j) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Obligor, CEFL, or any other Person, or which the Obligor may have at any time against CEFL; and
- (k) any other circumstance (other than by complete, irrevocable payment) that might otherwise constitute a legal or equitable discharge or defence of the Obligor under the documents or instruments creating the Liabilities, or of the Guarantor in respect of its guarantee hereunder; and

the Guarantor hereby irrevocably waives any defence it may now or hereafter have in any way relating to any of the foregoing. The Guarantor renounces all benefits of discussion and division. The Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of dishonour, and notices of acceptance of this Guarantee.

 Initial 

7. For the purposes of this section, *Taxes* means all taxes, levies, imposts, deductions, withholdings or other charges together with any interest and penalties on any such charges. If any Taxes must be deducted or withheld from any amounts payable or paid by the Guarantor or any of them under this Guarantee, the Guarantor shall (a) make such deduction or withholding, and remit the full amount deducted or withheld to the relevant authority, and (b) pay such additional amounts as may be necessary so that CEFL receives a net amount after Taxes equal to the full amount which it would have received had payment not been made subject to such Taxes. The Guarantor will indemnify and hold CEFL harmless and upon written request shall reimburse CEFL for the amount of any Taxes paid by CEFL as a result of payments in respect of this Guarantee (including, without limitation Taxes imposed in respect of such reimbursement) to the extent that CEFL has not been compensated for such Taxes under the previous sentence.

8. Each payment to be made by the Guarantor or any of them under this Guarantee in respect of any of the Liabilities shall be made in the currency in which the Liabilities are denominated (the "**Agreed Currency**"). If CEFL receives any payment from or for the account of the Guarantor or any of them in any currency other than the Agreed

Currency (the "**Other Currency**"), that payment shall constitute satisfaction of the obligations of the Guarantor under this Guarantee only to the extent of the amount of the Agreed Currency that CEFL, in accordance with its normal procedures, could purchase with the amount of the Other Currency received by it on the first business day after the day of receipt.

9. The obligations of the Guarantor under this Guarantee shall continue to be effective or shall be reinstated, as the case may be, to the extent of the payment referred to in this Section, if at any time any payment which would otherwise have reduced the obligations of the Guarantor or any of them under this Guarantee (whether such payment shall have been made by or on behalf of the Obligor or the Guarantor or any of them) is rescinded or reclaimed from CEFL upon the insolvency, bankruptcy, liquidation, dissolution or reorganization of the Obligor or the Guarantor or any of them or otherwise.

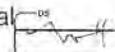
10. The Guarantor shall not be subrogated to any of the rights or claims of CEFL, in respect of any of the Liabilities, or under any security agreement or guarantee or other instrument which may at any time be held by or on behalf of CEFL and the Guarantor shall not seek any reimbursement from the Obligor unless and until all the Liabilities have been irrevocably paid and satisfied in full. If any amount is paid to the Guarantor or any of them on account of such subrogation rights at any time before the later of (x) the payment in full of the Liabilities and all other amounts payable under this Guarantee and (y) the expiration or termination of any commitment of CEFL to make any advance or provide any credit to the Obligor, such amount shall be held in trust and for the account and benefit of CEFL and shall forthwith be paid to CEFL to be applied to the Liabilities, whether matured or unmatured, in accordance with the terms of any agreement between CEFL and the Obligor or (at the option of CEFL) to be held by CEFL as collateral security for any Liabilities thereafter existing.

11. The Guarantor hereby acknowledges communication of the terms of the Liabilities and of the conditions, provisions and amounts applicable thereto and contained therein and consents to and approves the same. The Guarantor hereby represents and warrants that there are no conditions precedent to the effectiveness of this Guarantee that have not been satisfied or waived. The Guarantor has, independently and without reliance upon CEFL and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Guarantee, and the Guarantor has established adequate means of obtaining from the Obligor on a continuing basis information pertaining to (and is now, and on a continuing basis will be, completely familiar with) the financial condition, operations, properties and prospects of the Obligor.

12. The Guarantor shall be bound by any account settled between the Obligor and CEFL and if no such account has been so settled immediately before demand for payment under this Guarantee, any account stated by CEFL shall be accepted by the Guarantor as *prima facie* evidence in the absence of manifest error of the amount which at the date of the account so stated is due by the Obligor or remains unpaid by the Obligor to CEFL.

13. Any notice or demand given or made under this Guarantee may be given or made by personal delivery or by prepaid registered mail to the party to whom it is given or made addressed to such party at



Initial 

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the address shown in this Guarantee or at such other address as such party may notify to the other party in writing. Any notice or demand so given or made shall be conclusively deemed to be given or made on the date of delivery if personally delivered or on the third business day after the date of mailing, if mailed.

14. This Guarantee shall enure to the benefit of CEFL, its successors and assigns, and shall be binding upon the successors and permitted assigns of the Guarantor, including, without limitation, any successor company by amalgamation. This Guarantee may be assigned by CEFL without the consent of the Guarantor. The obligations of the Guarantor hereunder may not be assigned or delegated without the prior written consent of CEFL.

15. This Guarantee shall be governed by and construed in accordance with the laws of the Province of Ontario and of Canada applicable therein (the "Jurisdiction"). The Guarantor irrevocably submits to the non-exclusive jurisdiction of the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee 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 defence of an inconvenient forum and agrees to be bound by any judgment of any court of the Jurisdiction.

16. The obligations of the Guarantor under this Guarantee are in addition to and not in substitution for any other obligations to CEFL in relation to the Liabilities and any guarantees, indemnities or security at any time held by or for the benefit of CEFL.

17. This Guarantee, including all documents contemplated hereby, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations, undertakings, representations and understandings.

18. The Guarantor shall, from time to time, upon request of CEFL, at the Guarantor's cost and expense, make, do, execute and cause to be made, done and executed, all such further and lawful acts, documents and assurances whatsoever which CEFL determines in its sole opinion may be necessary to give effect to the provisions, purposes and intent of this Guarantee.

19. If any provision of this Guarantee shall be held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect any of the remaining provisions hereof.

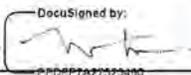
20. The undersigned has expressly requested that this document be drawn up in the English language. Le(s) soussigné(s) a(ont) expressément demandé que ce document soit rédigé en langue anglaise.

21. (a) The Guarantor hereby acknowledges receipt of a copy of this Guarantee.  
(b) The Guarantor waives the Guarantor's right to receive a copy of any financing statement or financing change statement registered by CEFL, or of any verification statement with respect to any financing change statement registered by CEFL (*This Section 21(b) is not applicable in the province of Ontario*).

DATED as of the 1st day of June, 2020.

**2618905 Ontario Limited**

Guarantor

By  DocuSigned by:  
c0b9e7a7-7023-400

 c/s

Name: William Halkiw

Title: President

(I/We have the authority to bind the corporation.)



Initial 

**RESOLUTION OF THE BOARD OF DIRECTORS**

**OF**

**2618905 Ontario Limited**  
**(the "Corporation")**

**EXECUTION OF GUARANTEE**

**WHEREAS:**

(a) The directors of the Corporation are of the opinion that it is in the best interests of the Corporation that it give financial assistance to **THE HYPPOINT COMPANY LIMITED** (the "Obligor") in connection with its borrowing, leasing or other financial arrangements made, both present and future, from and with Canadian Equipment finance & leasing Inc. ("**CEFL**"); and

(b) there are no reasonable grounds for believing that:

- (i) the Corporation is or, after giving the financial assistance contemplated above, would be unable to pay its liabilities as they become due; or
- (ii) the realizable value of the Corporation's assets, excluding the amount of any financial assistance in the form of a loan or in the form of assets pledged or encumbered to secure the guarantee, after giving the financial assistance contemplated above, will be less than the aggregate of the Corporation's liabilities and share capital of all classes;

**NOW THEREFORE BE IT RESOLVED that:**

1. the Corporation is authorized to enter into and perform its obligations under a guarantee of the indebtedness and liabilities of the Obligor to CEFL (the "Guarantee");

2. the Guarantee is approved and any officer or director of the Corporation is authorized and directed for and on behalf of the Corporation to execute and deliver the Guarantee, whether under corporate seal or otherwise, with such amendments or variations thereto as such officer or director may approve, the execution thereof to be conclusive evidence of such approval; and

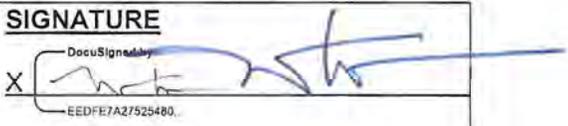
3. any officer or director of the Corporation is authorized to take such action and to sign such further documents as may be necessary or desirable to give full force and effect to the terms and provisions of the Guarantee contemplated by this resolution.

**I CERTIFY** that I am the Secretary of the Corporation, and that the above is a true and correct copy of the resolutions of the Board of Directors of the Corporation, duly passed in the manner authorized by law, on the 1st day of June, 2020, and that they are in full force and effect, unamended, at the date hereof.

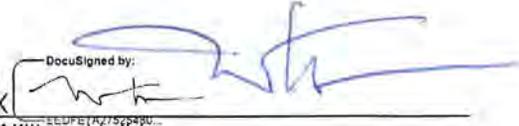


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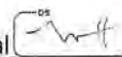
I **FURTHER CERTIFY** that each of the persons whose name appears below is a duly appointed officer or director of the Corporation, who is authorized to take such action contemplated by the foregoing resolutions, holding the office or offices set forth opposite his/her name and the signature set forth opposite the name of each person is such person's genuine signature.

<u>NAME</u>	<u>OFFICE</u>	<u>SIGNATURE</u>
William Halkiw	President	X  <small>DocuSigned by: EEDFE7A27525480...</small>
Personal Address: 202 - 30 Morrow Avenue, Toronto, ON M6R 2J2		
<u>NAME</u>	<u>OFFICE</u>	<u>SIGNATURE</u>
Personal Address:		
<u>NAME</u>	<u>OFFICE</u>	<u>SIGNATURE</u>
Personal Address:		
<u>NAME</u>	<u>OFFICE</u>	<u>SIGNATURE</u>
Personal Address:		

EXECUTED on the 1st day of June, 2020.

X   
DocuSigned by:  
EEDFE7A27525480...  
 William Halkiw  
 Secretary



Initial 

CERTIFICATE OF SOLVENCY

TO: Canadian Equipment Finance & Leasing Inc.

I, CERTIFY on behalf of 2618905 ONTARIO LIMITED (the "Guarantor") as follows:

1. I am an officer of the Guarantor, as indicated below and as such have knowledge of the various financial and other matters relating to the guarantee (the "Guarantee") to be given by the Guarantor in favour of Canadian Equipment Finance & Leasing Inc. ("CEFL") whereby the Guarantor guarantees to CEFL payment of the indebtedness and liabilities of THE HYPPOINT COMPANY LIMITED (the "Obligor") to the CEFL.

2. I have made or caused to be made such examinations, calculations and investigations as are, in my opinion, necessary to make the statements in paragraph 4 below.

3. I have furnished this certificate with the intent that it may be relied upon by CEFL with respect to compliance by the Guarantor regarding the financial assistance provisions in:

Applicable if a Canada Corporation  section 44 of the Canada Business Corporations Act, which section I have discussed with my counsel and fully understand.

Applicable if a New Brunswick Corporation  section 42(1) of the Business Corporations Act (New Brunswick), which section I have discussed with my counsel and fully understand.

Applicable if a Newfoundland Corporation  section 78 of the Corporations Act (Newfoundland), which section I have discussed with my counsel and fully understand.

Applicable if a Prince Edward Island Corporation  section 39 of the Companies Act (Prince Edward Island), which section I have discussed with my counsel and fully understand.

Applicable if an Alberta Corporation  section 42(1) of the Business Corporations Act (Alberta), which section I have discussed with my counsel and fully understand.

Applicable if a Manitoba Corporation  section 42 of the Corporations Act (Manitoba), which section I have discussed with my counsel and fully understand.

Applicable if an Ontario Corporation  section 20 of the Ontario Business Corporations Act, which section I have discussed with my counsel and fully understand.

Applicable if a British Columbia Corporation  section 102 of the Company Act (British Columbia), which section I have discussed with my counsel and fully understand.

4. There are no reasonable grounds for believing that the Guarantor is or, after giving the financial assistance contemplated by the Guarantee, would be unable to pay its liabilities as they become due, or for believing that the realizable value of the Guarantor's assets, excluding the amount of any financial assistance in the form of a loan and in the form of assets pledged or encumbered to secure to guarantee, after giving the financial assistance contemplated by the Guarantee, will be less than the aggregate of the Guarantor's liabilities and stated capital of all classes of shares.

Applicable to a British Columbia Corporation  The Guarantor is able to pay its liabilities as they become due and the net realizable value of the Guarantor's assets exceeds its liabilities, and accordingly, the Guarantor is not insolvent.

DATED this 1st day of June, 2020.

DocuSigned By: [Signature]

Name: William Halkiw
Title: President

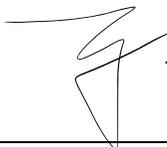
[Signature]

Initial [Signature]

# Tab H

Guarantee and Postponement of Claim agreement from  
Beverly Rockliffe to the Applicant dated June 1, 2020

This is **Exhibit “H”** to the affidavit of Brent Keenan sworn before me via Zoom this 21<sup>st</sup> day of March, 2022 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*

A handwritten signature in black ink, appearing to be the name of the Commissioner, is written over a horizontal line that spans the width of the text box.

A Commissioner, etc.



**Canadian Equipment**  
**FINANCE & LEASING INC.**

**GUARANTEE AND POSTPONEMENT OF CLAIM**

1. FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly, severally and unconditionally guarantee(s) to Canadian Equipment Finance & Leasing Inc., ("CEFL") the full and prompt payment when due or on demand (whether at scheduled maturity or upon acceleration) of any and all sums, indebtedness and liabilities of whatsoever nature, due or to become due, direct or indirect, absolute or contingent, now or hereafter at any time owed or contracted by

**THE HYPOINT COMPANY LIMITED** (hereinafter the "Obligor")

to CEFL whether incurred by or arising from agreement or dealings between CEFL and the Obligor or by or from any agreement or dealings with any third party by which CEFL may be or become in any manner whatsoever a creditor of the Obligor and whether the Obligor be bound alone or with another or others and whether as principal or surety, and all costs and expenses of and incidental to collection of any of the foregoing, or the enforcement of any rights under this Guarantee and Postponement of Claim (the "Guarantee") and any security given by the undersigned and each of them (if more than one) to CEFL to secure the obligations of this Guarantee, including reasonable legal fees and expenses (on a solicitor and its own client basis) (all of the foregoing obligations in this Section 1, hereinafter called "Liabilities"). In this Guarantee, the term "Guarantor" shall mean the undersigned and each of them (if more than one), either alone or collectively, as the context may require. The Guarantor agrees to make full and prompt payment to CEFL on behalf of the Obligor of all Liabilities owing or payable to CEFL upon receipt of a demand for payment by CEFL in writing. Such amounts shall be payable without any deduction for set-off or counterclaim, each of which is hereby waived by the Guarantor.

2. The obligations of the Guarantor hereunder are and shall be absolute and unconditional and any money or amounts expressed to be owing or payable by the Guarantor hereunder which may not be recoverable from the Guarantor on the footing of this Guarantee shall be recoverable from the Guarantor as primary obligor and principal debtor in respect thereof. This Guarantee shall be a continuing one and shall cover, subject to any limitation of amount set forth above, all Liabilities and shall remain in full force and effect until released in writing by CEFL, and it shall apply to and secure any ultimate balance at any time, and from time to time, due or remaining unpaid by the Obligor to CEFL. This is an absolute and unconditional guarantee of payment and not of collection.

3. As an original and independent obligation under this Guarantee, the Guarantor further agrees to indemnify and hold harmless CEFL from and against any losses CEFL may sustain and expenses CEFL may incur as the result of any negligent or wilful act of the Obligor and keep CEFL indemnified against any cost, loss, expense or liability of whatever kind resulting from the failure by the Obligor to make due and prompt payment of any of the Liabilities or resulting from any of the Liabilities becoming void, voidable, unenforceable, or ineffective against Obligor (including, without limitation, all legal and other costs, charges and expenses incurred by CEFL in connection with preserving or enforcing, or attempting to preserve or enforce its rights under this Guarantee) and to pay on demand to CEFL the amount of such cost, loss, expense or liability whether or not CEFL has attempted to enforce any rights against the Obligor or any other third party or otherwise.

4. All indebtedness and liability, present and future, of the Obligor to the Guarantor are hereby assigned to CEFL and postponed to the Liabilities, and all monies received by the Guarantor in respect thereof shall be received in trust for CEFL and forthwith upon receipt shall be paid over to CEFL, the whole without in any way limiting or lessening the liability of the Guarantor under this Guarantee; and this assignment and postponement is independent of the said Guarantee and shall remain in full effect notwithstanding that the liability of the Guarantor under this Guarantee may otherwise be extinct.

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5. CEFL shall not have any obligation to enforce any rights or remedies or to take any other steps against the Obligor, or any other person, before CEFL is entitled to demand payment and performance by the Guarantor, or any of them, of its liabilities and obligations under this Guarantee. The obligations of the Guarantor hereunder are independent of the Liabilities and a separate action or actions may be brought and prosecuted against the Guarantor to enforce this Guarantee, irrespective of whether any action is brought against the Obligor or whether the Obligor is joined in any such action or actions.

6. The obligations of the Guarantor hereunder shall not be affected or impaired by any act, omission, matter or thing whatsoever, occurring before, upon or after any demand for payment hereunder (and whether or not known to the Guarantor or CEFL) which, but for this provision, might constitute a whole or partial defense to a claim against the Guarantor hereunder or might operate to release or otherwise exonerate the Guarantor from any of its obligations hereunder or otherwise affect such obligations, whether occasioned by default of CEFL or otherwise, including, without limitation:

- (a) any limitation of status or power, disability, incapacity or other circumstance relating to the Obligor, or any individual, partnership, other corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental body or other entity of whatever nature (each a "Person"), including any insolvency, bankruptcy, liquidation, reorganization, readjustment, composition, dissolution, winding-up or other proceeding involving or affecting the Obligor, the Guarantor or any other Person;
- (b) any irregularity, defect, unenforceability or invalidity in respect of any indebtedness or other obligation of the Obligor to CEFL, or any other Person under any document or instrument;
- (c) any failure of the Obligor, or any other Person, whether or not without fault on their part, to perform or comply with any of the provisions of any document or instrument or to give notice thereof to the Guarantor;
- (d) the taking or enforcing or exercising or the refusal or neglect to take or enforce or exercise any right or remedy against the Obligor, or any other Person or their respective assets, or the release or discharge of any such right or remedies;
- (e) the granting of time, renewals, extensions, compromises, concessions, waivers, releases, discharges and other indulgences to the Obligor or any other Person;
- (f) any amendment, variation, modification, supplement or replacement of any document or instrument;
- (g) any change in the ownership, control, name, objects, businesses, assets, capital structure or constitution of the Obligor, the Guarantor or any other Person;
- (h) any merger or amalgamation of the Obligor or the Guarantor with any Person or Persons;
- (i) the occurrence of any change in the laws, rules, regulations or ordinances of any jurisdiction or by any present or future action of any governmental body or court amending, varying, reducing or otherwise affecting, or purporting to amend, vary, reduce or otherwise affect, any of the Liabilities or the obligations of the Guarantor under this Guarantee;
- (j) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Obligor, CEFL, or any other Person, or which the Obligor may have at any time against CEFL; and

- (k) any other circumstance (other than by complete, irrevocable payment) that might otherwise constitute a legal or equitable discharge or defense of the Obligor under the documents or instruments creating the Liabilities, or of the Guarantor in respect of its guarantee hereunder; and

the Guarantor hereby irrevocably waives any defense it may now or hereafter have in any way relating to any of the foregoing. The Guarantor renounces all benefits of discussion and division. The Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of dishonour, and notices of acceptance of this Guarantee.

7. For the purposes of this section, Taxes means all taxes, levies, imposts, deductions, withholdings or other charges together with any interest and penalties on any such charges. If any Taxes must be deducted or withheld from any amounts payable or paid by the Guarantor or any of them under this Guarantee, the Guarantor shall (a) make such deduction or withholding, and remit the full amount deducted or withheld to the relevant authority, and (b) pay such additional amounts as may be necessary so that CEFL receives a net amount after Taxes equal to the full amount which it would have received had payment not been made subject to such Taxes. The Guarantor will indemnify and hold CEFL harmless and upon written request shall reimburse CEFL for the amount of any Taxes paid by CEFL as a result of payments in respect of this Guarantee (including, without limitation Taxes imposed in respect of such reimbursement) to the extent that CEFL has not been compensated for such Taxes under the previous sentence.

8. Each payment to be made by the Guarantor or any of them under this Guarantee in respect of any of the Liabilities shall be made in the currency in which the Liabilities are denominated (the "**Agreed Currency**"). If CEFL receives any payment from or for the account of the Guarantor or any of them in any currency other than the Agreed Currency (the "**Other Currency**"), that payment shall constitute satisfaction of the obligations of the Guarantor under this Guarantee only to the extent of the amount of the Agreed Currency that CEFL, in accordance with its normal procedures, could purchase with the amount of the Other Currency received by it on the first business day after the day of receipt.

9. The obligations of the Guarantor under this Guarantee shall continue to be effective or shall be reinstated, as the case may be, to the extent of the payment referred to in this Section, if at any time any payment which would otherwise have reduced the obligations of the Guarantor or any of them under this Guarantee (whether such payment shall have been made by or on behalf of the Obligor or the Guarantor or any of them) is rescinded or reclaimed from CEFL upon the insolvency, bankruptcy, liquidation, dissolution or reorganization of the Obligor or the Guarantor or any of them or otherwise.

10. The Guarantor shall not be subrogated to any of the rights or claims of CEFL, in respect of any of the Liabilities, or under any security agreement or guarantee or other instrument which may at any time be held by or on behalf of CEFL and the Guarantor shall not seek any reimbursement from the Obligor unless and until all the Liabilities have been irrevocably paid and satisfied in full. If any amount is paid to the Guarantor or any of them on account of such subrogation rights at any time before the later of (x) the payment in full of the Liabilities and all other amounts payable under this Guarantee and (y) the expiration or termination of any commitment of CEFL to make any advance or provide any credit to the Obligor, such amount shall be held in trust and for the account and benefit of CEFL and shall forthwith be paid to CEFL to be applied to the Liabilities, whether matured or unmatured, in accordance with the terms of any agreement between CEFL and the Obligor or (at the option of CEFL) to be held by CEFL as collateral security for any Liabilities thereafter existing.

11. The Guarantor hereby acknowledges communication of the terms of the Liabilities and of the conditions, provisions and amounts applicable thereto and contained therein and consents to and approves the same. The Guarantor hereby represents and warrants that there are no conditions precedent to the effectiveness of this Guarantee that have not been satisfied or waived. The Guarantor has, independently and without reliance upon CEFL and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Guarantee, and the

Guarantor has established adequate means of obtaining from the Obligor on a continuing basis information pertaining to (and is now, and on a continuing basis will be, completely familiar with) the financial condition, operations, properties and prospects of the Obligor.

12. The Guarantor shall be bound by any account settled between the Obligor and CEFL and if no such account has been so settled immediately before demand for payment under this Guarantee, any account stated by CEFL shall be accepted by the Guarantor as *prima facie* evidence in the absence of manifest error of the amount which at the date of the account so stated is due by the Obligor or remains unpaid by the Obligor to CEFL.

13. Any notice or demand given or made under this Guarantee may be given or made by personal delivery or by prepaid registered mail to the party to whom it is given or made addressed to such party at the address shown in this Guarantee or at such other address as such party may notify to the other party in writing. Any notice or demand so given or made shall be conclusively deemed to be given or made on the date of delivery if personally delivered or on the third business day after the date of mailing, if mailed.

14. This Guarantee shall enure to the benefit of CEFL, its successors and assigns, and shall be binding upon the successors and permitted assigns of the Guarantor, including, without limitation, any successor company by amalgamation. This Guarantee may be assigned by CEFL without the consent of the Guarantor. The obligations of the Guarantor hereunder may not be assigned or delegated without the prior written consent of CEFL.

15. This Guarantee shall be governed by and construed in accordance with the laws of the Province of Ontario and of Canada applicable therein (the "Jurisdiction"). The Guarantor irrevocably submits to the non-exclusive jurisdiction of the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee 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 and agrees to be bound by any judgment of any court of the Jurisdiction.

16. The obligations of the Guarantor under this Guarantee are in addition to and not in substitution for any other obligations to CEFL in relation to the Liabilities and any guarantees, indemnities or security at any time held by or for the benefit of CEFL.

17. This Guarantee, including all documents contemplated hereby, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations, undertakings, representations and understandings.

18. The Guarantor shall, from time to time, upon request of CEFL, at the Guarantor's cost and expense, make, do, execute and cause to be made, done and executed, all such further and lawful acts, documents and assurances whatsoever which CEFL determines in its sole opinion may be necessary to give effect to the provisions, purposes and intent of this Guarantee.

19. If any provision of this Guarantee shall be held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect any of the remaining provisions hereof.

20. The undersigned has expressly requested that this document be drawn up in the English language. Le(s) soussigné(s) a(ont) expressément demandé que ce document soit rédigé en langue anglaise.

21. (a) The Guarantor hereby acknowledges receipt of a copy of this Guarantee.

(b) The Guarantor waives the Guarantor's right to receive a copy of any financing statement or financing change statement registered by CEFL, or of any verification statement with respect to any financing change statement registered by CEFL (*This Section 21(b) is not applicable in the province of Ontario*).

DATED as of the 1st day of June, 2020. In Toronto, ON

**[WHERE GUARANTOR IS/ARE INDIVIDUALS]**

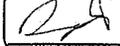
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Name of Witness:

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Signature

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Beverly Jean Rockliffe D.O.B. April 24, 1942  
Name of Guarantor

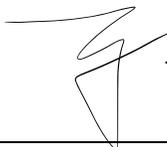
DocuSigned by:

  
Signature

Address: 235 Front Street  
Oakville, ON  
L6J 1A4

# Tab I

This is **Exhibit "I"** to the affidavit of Brent Keenan sworn before me via Zoom this 21<sup>st</sup> day of March, 2022 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*

A handwritten signature in black ink, appearing to be the name of the Commissioner, is written over a horizontal line that separates the text from the title below.

A Commissioner, etc.

# Tab 1

Guarantee and Postponement of Claim agreement from Chantal  
Bock to the Applicant dated June 1, 2020



**Canadian Equipment  
FINANCE & LEASING INC.**

**GUARANTEE AND POSTPONEMENT OF CLAIM**

1. FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly, severally and unconditionally guarantee(s) to Canadian Equipment Finance & Leasing Inc., ("CEFL") the full and prompt payment when due or on demand (whether at scheduled maturity or upon acceleration) of any and all sums, indebtedness and liabilities of whatsoever nature, due or to become due, direct or indirect, absolute or contingent, now or hereafter at any time owed or contracted by

**THE HYPPOINT COMPANY LIMITED** (hereinafter the "Obligor")

to CEFL whether incurred by or arising from agreement or dealings between CEFL and the Obligor or by or from any agreement or dealings with any third party by which CEFL may be or become in any manner whatsoever a creditor of the Obligor and whether the Obligor be bound alone or with another or others and whether as principal or surety, and all costs and expenses of and incidental to collection of any of the foregoing, or the enforcement of any rights under this Guarantee and Postponement of Claim (the "Guarantee") and any security given by the undersigned and each of them (if more than one) to CEFL to secure the obligations of this Guarantee, including reasonable legal fees and expenses (on a solicitor and its own client basis) (all of the foregoing obligations in this Section 1, hereinafter called "Liabilities"). In this Guarantee, the term "Guarantor" shall mean the undersigned and each of them (if more than one), either alone or collectively, as the context may require. The Guarantor agrees to make full and prompt payment to CEFL on behalf of the Obligor of all Liabilities owing or payable to CEFL upon receipt of a demand for payment by CEFL in writing. Such amounts shall be payable without any deduction for set-off or counterclaim, each of which is hereby waived by the Guarantor.

2. The obligations of the Guarantor hereunder are and shall be absolute and unconditional and any money or amounts expressed to be owing or payable by the Guarantor hereunder which may not be recoverable from the Guarantor on the footing of this Guarantee shall be recoverable from the Guarantor as primary obligor and principal debtor in respect thereof. This Guarantee shall be a continuing one and shall cover, subject to any limitation of amount set forth above, all Liabilities and shall remain in full force and effect until released in writing by CEFL, and it shall apply to and secure any ultimate balance at any time, and from time to time, due or remaining unpaid by the Obligor to CEFL. This is an absolute and unconditional guarantee of payment and not of collection.

3. As an original and independent obligation under this Guarantee, the Guarantor further agrees to indemnify and hold harmless CEFL from and against any losses CEFL may sustain and expenses CEFL may incur as the result of any negligent or wilful act of the Obligor and keep CEFL indemnified against any cost, loss, expense or liability of whatever kind resulting from the failure by the Obligor to make due and prompt payment of any of the Liabilities or resulting from any of the Liabilities becoming void, voidable, unenforceable, or ineffective against Obligor (including, without limitation, all legal and other costs, charges and expenses incurred by CEFL in connection with preserving or enforcing, or attempting to preserve or enforce its rights under this Guarantee) and to pay on demand to CEFL the amount of such cost, loss, expense or liability whether or not CEFL has attempted to enforce any rights against the Obligor or any other third party or otherwise.

4. All indebtedness and liability, present and future, of the Obligor to the Guarantor are hereby assigned to CEFL and postponed to the Liabilities, and all monies received by the Guarantor in respect thereof shall be received in trust for CEFL and forthwith upon receipt shall be paid over to CEFL, the whole without in any way limiting or lessening the liability of the Guarantor under this Guarantee; and this assignment and postponement is independent of the said Guarantee and shall remain in full effect notwithstanding that the liability of the Guarantor under this Guarantee may otherwise be extinct.

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5. CEFL shall not have any obligation to enforce any rights or remedies or to take any other steps against the Obligor, or any other person, before CEFL is entitled to demand payment and performance by the Guarantor, or any of them, of its liabilities and obligations under this Guarantee. The obligations of the Guarantor hereunder are independent of the Liabilities and a separate action or actions may be brought and prosecuted against the Guarantor to enforce this Guarantee, irrespective of whether any action is brought against the Obligor or whether the Obligor is joined in any such action or actions.

6. The obligations of the Guarantor hereunder shall not be affected or impaired by any act, omission, matter or thing whatsoever, occurring before, upon or after any demand for payment hereunder (and whether or not known to the Guarantor or CEFL) which, but for this provision, might constitute a whole or partial defense to a claim against the Guarantor hereunder or might operate to release or otherwise exonerate the Guarantor from any of its obligations hereunder or otherwise affect such obligations, whether occasioned by default of CEFL or otherwise, including, without limitation:

- (a) any limitation of status or power, disability, incapacity or other circumstance relating to the Obligor, or any individual, partnership, other corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental body or other entity of whatever nature (each a "Person"), including any insolvency, bankruptcy, liquidation, reorganization, readjustment, composition, dissolution, winding-up or other proceeding involving or affecting the Obligor, the Guarantor or any other Person;
- (b) any irregularity, defect, unenforceability or invalidity in respect of any indebtedness or other obligation of the Obligor to CEFL, or any other Person under any document or instrument;
- (c) any failure of the Obligor, or any other Person, whether or not without fault on their part, to perform or comply with any of the provisions of any document or instrument or to give notice thereof to the Guarantor;
- (d) the taking or enforcing or exercising or the refusal or neglect to take or enforce or exercise any right or remedy against the Obligor, or any other Person or their respective assets, or the release or discharge of any such right or remedies;
- (e) the granting of time, renewals, extensions, compromises, concessions, waivers, releases, discharges and other indulgences to the Obligor or any other Person;
- (f) any amendment, variation, modification, supplement or replacement of any document or instrument;
- (g) any change in the ownership, control, name, objects, businesses, assets, capital structure or constitution of the Obligor, the Guarantor or any other Person;
- (h) any merger or amalgamation of the Obligor or the Guarantor with any Person or Persons;
- (i) the occurrence of any change in the laws, rules, regulations or ordinances of any jurisdiction or by any present or future action of any governmental body or court amending, varying, reducing or otherwise affecting, or purporting to amend, vary, reduce or otherwise affect, any of the Liabilities or the obligations of the Guarantor under this Guarantee;
- (j) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Obligor, CEFL, or any other Person, or which the Obligor may have at any time against CEFL; and

- (k) any other circumstance (other than by complete, irrevocable payment) that might otherwise constitute a legal or equitable discharge or defense of the Obligor under the documents or instruments creating the Liabilities, or of the Guarantor in respect of its guarantee hereunder; and

the Guarantor hereby irrevocably waives any defense it may now or hereafter have in any way relating to any of the foregoing. The Guarantor renounces all benefits of discussion and division. The Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of dishonour, and notices of acceptance of this Guarantee.

7. For the purposes of this section, *Taxes* means all taxes, levies, imposts, deductions, withholdings or other charges together with any interest and penalties on any such charges. If any Taxes must be deducted or withheld from any amounts payable or paid by the Guarantor or any of them under this Guarantee, the Guarantor shall (a) make such deduction or withholding, and remit the full amount deducted or withheld to the relevant authority, and (b) pay such additional amounts as may be necessary so that CEFL receives a net amount after Taxes equal to the full amount which it would have received had payment not been made subject to such Taxes. The Guarantor will indemnify and hold CEFL harmless and upon written request shall reimburse CEFL for the amount of any Taxes paid by CEFL as a result of payments in respect of this Guarantee (including, without limitation Taxes imposed in respect of such reimbursement) to the extent that CEFL has not been compensated for such Taxes under the previous sentence.

8. Each payment to be made by the Guarantor or any of them under this Guarantee in respect of any of the Liabilities shall be made in the currency in which the Liabilities are denominated (the "**Agreed Currency**"). If CEFL receives any payment from or for the account of the Guarantor or any of them in any currency other than the Agreed Currency (the "**Other Currency**"), that payment shall constitute satisfaction of the obligations of the Guarantor under this Guarantee only to the extent of the amount of the Agreed Currency that CEFL, in accordance with its normal procedures, could purchase with the amount of the Other Currency received by it on the first business day after the day of receipt.

9. The obligations of the Guarantor under this Guarantee shall continue to be effective or shall be reinstated, as the case may be, to the extent of the payment referred to in this Section, if at any time any payment which would otherwise have reduced the obligations of the Guarantor or any of them under this Guarantee (whether such payment shall have been made by or on behalf of the Obligor or the Guarantor or any of them) is rescinded or reclaimed from CEFL upon the insolvency, bankruptcy, liquidation, dissolution or reorganization of the Obligor or the Guarantor or any of them or otherwise.

10. The Guarantor shall not be subrogated to any of the rights or claims of CEFL, in respect of any of the Liabilities, or under any security agreement or guarantee or other instrument which may at any time be held by or on behalf of CEFL and the Guarantor shall not seek any reimbursement from the Obligor unless and until all the Liabilities have been irrevocably paid and satisfied in full. If any amount is paid to the Guarantor or any of them on account of such subrogation rights at any time before the later of (x) the payment in full of the Liabilities and all other amounts payable under this Guarantee and (y) the expiration or termination of any commitment of CEFL to make any advance or provide any credit to the Obligor, such amount shall be held in trust and for the account and benefit of CEFL and shall forthwith be paid to CEFL to be applied to the Liabilities, whether matured or unmatured, in accordance with the terms of any agreement between CEFL and the Obligor or (at the option of CEFL) to be held by CEFL as collateral security for any Liabilities thereafter existing.

11. The Guarantor hereby acknowledges communication of the terms of the Liabilities and of the conditions, provisions and amounts applicable thereto and contained therein and consents to and approves the same. The Guarantor hereby represents and warrants that there are no conditions precedent to the effectiveness of this Guarantee that have not been satisfied or waived. The Guarantor has, independently and without reliance upon CEFL and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Guarantee, and the

Guarantor has established adequate means of obtaining from the Obligor on a continuing basis information pertaining to (and is now, and on a continuing basis will be, completely familiar with) the financial condition, operations, properties and prospects of the Obligor.

12. The Guarantor shall be bound by any account settled between the Obligor and CEFL and if no such account has been so settled immediately before demand for payment under this Guarantee, any account stated by CEFL shall be accepted by the Guarantor as *prima facie* evidence in the absence of manifest error of the amount which at the date of the account so stated is due by the Obligor or remains unpaid by the Obligor to CEFL.

13. Any notice or demand given or made under this Guarantee may be given or made by personal delivery or by prepaid registered mail to the party to whom it is given or made addressed to such party at the address shown in this Guarantee or at such other address as such party may notify to the other party in writing. Any notice or demand so given or made shall be conclusively deemed to be given or made on the date of delivery if personally delivered or on the third business day after the date of mailing, if mailed.

14. This Guarantee shall enure to the benefit of CEFL, its successors and assigns, and shall be binding upon the successors and permitted assigns of the Guarantor, including, without limitation, any successor company by amalgamation. This Guarantee may be assigned by CEFL without the consent of the Guarantor. The obligations of the Guarantor hereunder may not be assigned or delegated without the prior written consent of CEFL.

15. This Guarantee shall be governed by and construed in accordance with the laws of the Province of Ontario and of Canada applicable therein (the "**Jurisdiction**"). The Guarantor irrevocably submits to the non-exclusive jurisdiction of the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee 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 and agrees to be bound by any judgment of any court of the Jurisdiction.

16. The obligations of the Guarantor under this Guarantee are in addition to and not in substitution for any other obligations to CEFL in relation to the Liabilities and any guarantees, indemnities or security at any time held by or for the benefit of CEFL.

17. This Guarantee, including all documents contemplated hereby, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations, undertakings, representations and understandings.

18. The Guarantor shall, from time to time, upon request of CEFL, at the Guarantor's cost and expense, make, do, execute and cause to be made, done and executed, all such further and lawful acts, documents and assurances whatsoever which CEFL determines in its sole opinion may be necessary to give effect to the provisions, purposes and intent of this Guarantee.

19. If any provision of this Guarantee shall be held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect any of the remaining provisions hereof.

20. The undersigned has expressly requested that this document be drawn up in the English language. Le(s) soussigné(s) a(ont) expressément demandé que ce document soit rédigé en langue anglaise.

21. (a) The Guarantor hereby acknowledges receipt of a copy of this Guarantee.

(b) The Guarantor waives the Guarantor's right to receive a copy of any financing statement or financing change statement registered by CEFL, or of any verification statement with respect to any financing change statement registered by CEFL (*This Section 21(b) is not applicable in the province of Ontario*).

DATED as of the 1st day of June, 2020. In Toronto, ON

**[WHERE GUARANTOR IS/ARE INDIVIDUALS]**

\_\_\_\_\_ )  
 Name of Witness: )  
 \_\_\_\_\_ )  
 Signature )

Chantal J. Bock D.O.B. June 2, 1968  
Name of Guarantor

DocuSigned by:  
 Chantal Bock  
 Signature

Address: 287 MacDonald Road  
Oakville, ON  
L6J 2A6

# Tab 2

Signing attestation in respect of all Guarantee and Postponement of  
Claim agreements

**SIGNING ATTESTATION**

- TO:** Canadian Equipment Financing & Leasing Inc. (“CEFL”)
- RE:** Loan and security agreement between CEFL and The Hypoint Company Limited dated June 1, 2020, and all accompanying ancillary documentation (collectively, the “**Loan Agreement**”)
- AND RE:** Guarantee and postponement of claim between Beverlie Rockliffe and CEFL dated June 1, 2020 (the “**Rockliffe Guarantee**”)
- AND RE:** Guarantee and postponement of claim between Chantal Bock and CEFL dated June 1, 2020 (the “**Bock Guarantee**” and together with the Loan Agreement and the Rockliffe Guarantee, the “**Loan Documents**”)

---

I am the solicitor acting on behalf of the above-noted borrower and guarantors in the subject transaction.

I confirm that all Loan Documents were executed by DocuSign electronic execution, as arranged by my office, and after making due inquiry, I hereby confirm that the parties executing the Loan Documents understand the documents and are who they purport and represent to be.

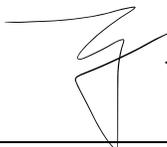
**DATED** at Toronto, this 18<sup>th</sup> day of June, 2020, but having effect from June 1<sup>st</sup>, 2020.

  
\_\_\_\_\_  
Jay M. Willmot, Barrister and Solicitor  
Notary Public, Ontario

# Tab J

Mortgagee Waiver and Consent Agreement among the Applicant  
and Delrin Investments Inc., Samuel Stern, Harvey Kessler and  
Richard Goldberg dated June 1, 2020

This is **Exhibit “J”** to the affidavit of Brent Keenan sworn before me via Zoom this 21<sup>st</sup> day of March, 2022 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*

A handwritten signature in black ink, appearing to be the name of the Commissioner, is written over a horizontal line that separates the text from the title below.

A Commissioner, etc.

162  
Mortgage  
Waiver

MORTGAGEE WAIVER AND CONSENT

TO: Canadian Equipment Finance & Leasing Inc.

RE: Canadian Equipment Finance & Leasing Inc. (the "Lender") loan to The Hypoint Company Limited (the "Borrower") to finance the purchase and installation of the equipment described in Schedule "A" hereto (such equipment together with all substitutions therefore, all additions, accessions and accessories thereto, all replacements, parts, repairs and improvements thereof and thereto and all proceeds thereof, including, without limitation, proceeds payable under insurance policies relating to such equipment, is hereinafter referred to collectively as the "Equipment") located at 59 Roy Blvd., Brantford, Ontario (the "Premises")

The undersigned (the "Mortgagee") holds a mortgage registered against the Premises. The Mortgagee acknowledges that the Equipment is or will be installed and/or located at the Premises. For valuable consideration, receipt of which is acknowledged, the Mortgagee hereby:

1. consents to the Lender's present and future security interests in the Equipment;
2. disclaims any present or future interest in the Equipment, regardless of whether the Equipment is now or in the future becomes affixed to the Premises;
3. waives all right to take security enforcement proceedings against the Equipment or to levy or distrain, at any time, upon the Equipment;
4. consents to the exercise by the Lender, at any time and from time to time, of its security interest and its rights in and to the Equipment and grants the Lender access to the Premises for the purposes of exercising such rights, including, taking possession of, disposing of, or removing the Equipment, provided that the Lender shall be liable to the Mortgagee for the reasonable costs of repairing any damage to the Premises resulting from the exercise of the Lender's rights in and to the Equipment; and
5. agrees the Lender may, without affecting the validity of this Mortgagee Waiver and Consent extend, vary or amend the terms of payment of any indebtedness of the Borrower to it or the performance of any of the terms and conditions of any agreement between the Borrower and the Lender, without the consent of the Mortgagee and without giving notice thereof to the Mortgagee.

This Mortgagee Waiver and Consent shall be binding upon the Mortgagee and its successors and assigns and shall enure to the benefit of the Lender and its successors and assigns.

Signed and Delivered this 1st day of June, 2020.

DELRIN INVESTMENTS INC.

Per:   
 Name: RINO DEPIERO  
 Title: PRESIDENT

I / We have authority to bind the corporation.

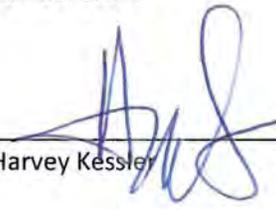
By:   
Name: Samuel Stern

By: \_\_\_\_\_  
Name: Harvey Kessler

By: \_\_\_\_\_  
Name: Richard Goldberg

By: \_\_\_\_\_  
Name: Samuel Stern

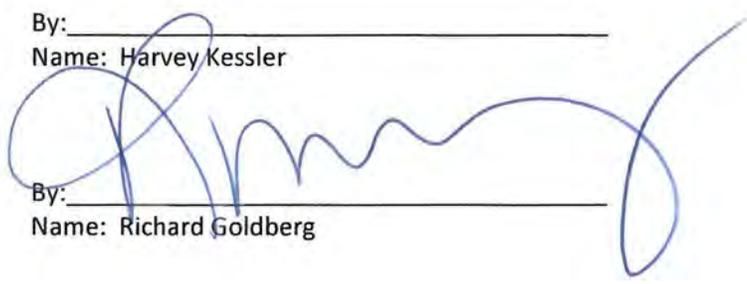
By: \_\_\_\_\_  
Name: Harvey Kessler



By: \_\_\_\_\_  
Name: Richard Goldberg

By: \_\_\_\_\_  
Name: Samuel Stern

By: \_\_\_\_\_  
Name: Harvey Kessler

A large, stylized handwritten signature in blue ink, written over the signature line for Harvey Kessler. The signature is highly cursive and loops around the line.

By: \_\_\_\_\_  
Name: Richard Goldberg

**SCHEDULE "A"**

Eight (8) New 2020 Trane/Desert Aire Dehumidification Units AHUS Model QS46A5E Serial numbers:

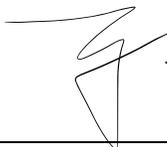
<b>Model Number(s)</b>	<b>Serial Number(s)</b>
QS46A5E82929D	1120E27154
QS46A5E82929G	1220E27155
QS46A5E82929E	1220E27156
QS46A5E82929B	1220E27157
QS46A5E82929H	1320E27183
QS46A5E82929F	1320E27185
QS46A5E82929A	1520E27198
QS46A5E82929C	1620E27223

Eight (8) New 2020 Trane/Desert Aire Dehumidification Units Cooled Remote RC8S022C5H22524 Condensers (Modine Model No. LCS8213-022-5C), Serial Numbers: C2040000044, C2040000045, C2040000046, C2040000052, C2040000053, C2040000054, C2040000056, C2040000057

# Tab K

Consent and Postponement of Landlord agreement among the  
Applicant and 2618909 Ontario Limited dated June 1, 2020

This is **Exhibit “K”** to the affidavit of Brent Keenan sworn before me via Zoom this 21<sup>st</sup> day of March, 2022 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*

A handwritten signature in black ink, appearing to be the name of the Commissioner, is written over a horizontal line that separates the text from the title below.

A Commissioner, etc.



**Canadian Equipment**  
**FINANCE & LEASING INC.**  
 250 Woolwich St. S, Unit 5, Breslau, Ontario N0B 1M0  
 PH: (519) 648-3898 FX: (519) 648-3382



**CONSENT AND POSTPONEMENT OF LANDLORD**

**TO:** Canadian Equipment Finance & Leasing Inc.  
 250 Woolwich St. S, Unit 5, Breslau, Ontario N0B 1M0

**RE:** See Schedule "A" attached hereto (the "Equipment")

The undersigned hereby covenants, confirms, acknowledges and agrees as follows:

1. The undersigned is the landlord of the premises known municipally as **59 Roy Blvd., Brantford, ON N3R 7K1** (the "Premises), pursuant to a lease (the "Lease") entered into between the undersigned and **The Hypoint Company Limited** (the "Corporation").
2. The undersigned hereby acknowledges that the Corporation has received financing from Canadian Equipment Finance & Leasing Inc. ("CEFL") for the purpose of enabling the Corporation to acquire the above referenced Equipment and further acknowledges that the Corporation has granted to CEFL a security interest in the Equipment.
3. The undersigned hereby postpones and subordinates any interest or any other right granted by the Lease, any statute or existing at common law or in equity (including without limiting the generality of the foregoing any right of distraint) which the undersigned may now have or hereafter may acquire in the Equipment to and in favour of the present and future interest of CEFL to the Equipment.
4. The undersigned shall upon reasonable notice permit any party designated by CEFL, or such party's employees, representatives and agents, access to the Premises for the purpose of enforcing their security against the Equipment and the undersigned hereby agrees to allow such party to remove the Equipment from the Premises at all reasonable times without interference, provided that such party shall promptly repair any damage caused to the Premises by such removal and restore the Premises to its original condition.
5. In the event of default of the Corporation under the Lease, CEFL shall upon reasonable notice from Landlord remove the Equipment from the Premises or in the alternative, release its claim to the Equipment.

6. The undersigned agrees that the provisions of this Consent and Postponement shall be binding upon the undersigned and its successors and assigns, and shall enure to the benefit of CEFL, its successors and assigns. <sup>170</sup>

DATED at Toronto, ON this 1st day of June, 2020.

2618909 Ontario Limited  
(Landlord name)

25 Morrow Avenue, Suite 100, Toronto, ON M6R 2H9  
(Landlord Address)

Per: 

Name: William Halkiw

Title: President

(I/We have the authority to bind the corporation)

Schedule "A"  
To  
CONSENT AND POSTPONEMENT OF LANDLORD  
("Equipment")

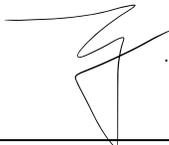
Eight (8) New 2020 Trane/Desert Aire Dehumidification Units AHUS:

Model Number(s)	Serial Number(s)
QS46A5E82929D	1120E27154
QS46A5E82929G	1220E27155
QS46A5E82929E	1220E27156
QS46A5E82929B	1220E27157
QS46A5E82929H	1320E27183
QS46A5E82929F	1320E27185
QS46A5E82929A	1520E27198
QS46A5E82929C	1620E27223

Eight (8) New 2020 Trane/Desert Aire Dehumidification Units Cooled Remote  
 RC8S022C5H22524 Condensers (Modine Model No. LCS8213-022-5C), Serial Numbers:  
 C2040000044, C2040000045, C2040000046, C2040000052, C2040000053, C2040000054,  
 C2040000056, C2040000057

# Tab L

This is **Exhibit “L”** to the affidavit of Brent Keenan sworn before me via Zoom this 21<sup>st</sup> day of March, 2022 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*

A handwritten signature in black ink, consisting of a stylized, cursive 'B' followed by a vertical line and a small dot.

A Commissioner, etc.

# Tab 1

Demand letter and notice of intention to enforce security dated  
February 9, 2022



**JOËL TURGEON**  
Direct Dial 416 597 6486  
Email [turgeon@gsnh.com](mailto:turgeon@gsnh.com)  
Our File No.: 006219-17

*dedicated to your success*

February 9, 2022

**DELIVERED BY REGISTERED MAIL**

**The Hypoint Company Limited**

25 Morrow Avenue, Unit 100  
Toronto, Ontario M6R 2H9

**2618905 Ontario Ltd.**

25 Morrow Avenue, Unit 100  
Toronto, Ontario M6R 2H9

**2618909 Ontario Ltd.**

25 Morrow Avenue, Unit 100  
Toronto, Ontario M6R 2H9

**Beverly J. Rockliffe**

235 Front Street  
Oakville, Ontario L6J 1A4

**Chantal J. Bock**

287 MacDonald Road  
Oakville, Ontario L6J 2A6

To The Hypoint Company Limited (the “**Company**”), and 2618905 Ontario Ltd., 2618909 Ontario Ltd., Beverly J. Rockliffe, and Chantal J. Bock (together, the “**Guarantors**”, and collectively with the Company, the “**Debtors**”):

**RE: Canadian Equipment Financing & Leasing Inc. (“CEFL”)**

---

We are lawyers for CEFL in this matter.

The Company entered into, as borrower, a loan and security agreement number 141-06-2020-001 made June 1<sup>st</sup>, 2020 (as may have been supplemented, modified or replaced from time to time, and together with all attendant signed documentation, the “**Loan Agreement**”) with CEFL as lender.

Pursuant to respective guarantee and postponement of claim agreements dated June 1<sup>st</sup>, 2020 between the Guarantors and CEFL (collectively, and together with all

attendant signed documentation, the “**Guarantees**”), the Guarantors guaranteed the Company’s obligations to CEFL.

CEFL advises that:

- the Debtors are in default under the Loan Agreement and the Guarantees, including without limitation for arrears totalling \$49,095.94 as of February 17, 2022 (collectively, the “**Defaults**”).
- in accordance with the Loan Agreement, the payout amount under the Loan Agreement (excluding the arrears mentioned above) is \$621,591.75 as of February 17, 2022.
- CEFL has to date incurred legal and other costs of \$5,000 in respect of the Defaults.

Note that under the terms of the Loan Agreement, until all the Company’s obligations under the Loan Agreement are satisfied, interest will continue to accumulate at the stated rate and CEFL may incur further costs for which the Debtors are liable.

The Guarantee provides for CEFL’s right to seek and obtain payment from the Guarantors, immediately and independently from seeking the same from the Company, which is herein done concurrently.

**Wherefore, the Debtors are and each of them is hereby in demand to pay \$675,687.69 to CEFL on or before February 17, 2022 by certified cheque, failing which we are instructed to begin legal enforcement steps against the Debtors, which may include seizures and seeking the appointment of a receiver and manager by the court.**

The certified cheque may be sent to our office.

Enclosed is CEFL’s notice of intention to enforce security under the *Bankruptcy and Insolvency Act* (Canada). This notice is sent as a “belt and suspenders” measure and this does not constitute an acknowledgement of its necessity.

If you wish to discuss the resolution of this matter, you may contact the undersigned.

Yours truly,

**GOLDMAN SLOAN NASH & HABER LLP**

Per: Joël Turgeon

JT/rbb

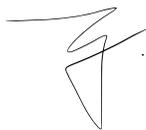


**NOTICE OF INTENTION TO ENFORCE SECURITY****(SUBSECTION 244(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*)****TO: THE HYPOINT COMPANY LIMITED**  
**an Insolvent Person****TAKE NOTICE THAT:**

1. Canadian Equipment Finance & Leasing Inc., as lender pursuant to the loan and security agreement with the Insolvent Person set out in Schedule “A” intends to enforce its security on the property of the Insolvent Person set out in Schedule “B” and all proceeds relating thereto.
2. The security that is to be enforced is the loan and security agreement set out in Schedule “A”.
3. The total amount of indebtedness secured by the security as of February 17, 2022 is \$675,687.69 on account of principal, interest, taxes and cost, together with further costs and interest accruing after that date.
4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this notice, unless the Insolvent Person consents to an earlier enforcement.

**DATED** at Toronto, Ontario this 9<sup>th</sup> day of February, 2022.**Canadian Equipment Finance & Leasing Inc.**

By its solicitors, Goldman Sloan Nash &amp; Haber LLP

**Per:**  
**Joël Turgeon**

Note: This notice is a required document under the *Bankruptcy and Insolvency Act*. The use of the word “insolvent” is prescribed by that Act and nothing herein shall be deemed to imply that any person to whom this Notice is delivered is, in fact, insolvent.

**Schedule "A"**

Loan and Security Agreement number 141-06-2020-001 made June 1<sup>st</sup>, 2020

\*\*\*

### Schedule "B"

All "Collateral" as defined in the Loan and Security Agreement number 141-06-2020-001 made June 1<sup>st</sup>, 2020, including without limitation:

1. eight (8) 2020 Trane/Desert Aire Dehumidification Units AHUS, bearing the following model and serial numbers;

Model number	Serial number
QS46A5E82929D	1120E27154
QS46A5E82929G	1220E27155
QS46A5E82929E	1220E27156
QS46A5E82929B	1220E27157
QS46A5E82929H	1320E27183
QS46A5E82929F	1320E27185
QS46A5E82929A	1520E27198
QS46A5E82929C	1620E27223

2. eight (8) 2020 Trane/Desert Aire Dehumidification Units Cooled Remote RC8S022C5H22524 Condensers (Modine Model No. LCS8213-022-5C) bearing respective serial numbers C2040000044, C2040000045, C2040000046, C2040000052, C2040000053, C2040000054, C2040000056, and C2040000057.
3. all proceeds thereof.

\*\*\*

The Hypoint Company Ltd. hereby consents to the immediate enforcement of the security held by Canadian Equipment Finance & Leasing Inc.

Dated: February \_\_\_\_\_, 2022

---

Per:

*I have authority to bind the corporation*

# Tab 2

Registered Mail Receipts – The Hypoint Company Limited, 2618905  
Ontario Limited and 2618909 Ontario Limited



**REGISTERED  
DOMESTIC**  
CUSTOMER RECEIPT

**RECOMMANDÉ  
RÉGIME INTÉRIEUR**  
REÇU DU CLIENT



To Destinataire  
Name Nom  
Terey J. Rockliffe  
Address Adresse  
255 Brown Street  
City / Prov. / Postal Code Ville / Prov. / Code postal  
Oakville, ON L6J 1A4

FOR DELIVERY CONFIRMATION CONFIRMATION DE LA LIVRAISON  
canadapost.ca postescanada.ca  
1 888 550-6333

Declared Value / Valeur déclarée \$

CPC Tracking Number / Numéro de repérage de la SCP  
RN 558 563 865 CA

33-086-584 (17-12)

006219.0017 (Jbel)



**REGISTERED  
DOMESTIC**  
CUSTOMER RECEIPT

**RECOMMANDÉ  
RÉGIME INTÉRIEUR**  
REÇU DU CLIENT



To Destinataire  
Name Nom  
Chantal J. Beck  
Address Adresse  
287 Macdonald Road  
City / Prov. / Postal Code Ville / Prov. / Code postal  
Oakville, ON L6J 2A6

FOR DELIVERY CONFIRMATION CONFIRMATION DE LA LIVRAISON  
canadapost.ca postescanada.ca  
1 888 550-6333

Declared Value / Valeur déclarée \$

CPC Tracking Number / Numéro de repérage de la SCP  
RN 558 563 879 CA

33-086-584 (17-12)

006219.0017 (Jbel)



**REGISTERED  
DOMESTIC**  
CUSTOMER RECEIPT

**RECOMMANDÉ  
RÉGIME INTÉRIEUR**  
REÇU DU CLIENT



To Destinataire  
Name Nom  
2618905 Ontario Ltd.  
Address Adresse  
25 Morrow Avenue #100  
City / Prov. / Postal Code Ville / Prov. / Code postal  
Toronto, ON M6K 2H9

FOR DELIVERY CONFIRMATION CONFIRMATION DE LA LIVRAISON  
canadapost.ca postescanada.ca  
1 888 550-6333

Declared Value / Valeur déclarée \$

CPC Tracking Number / Numéro de repérage de la SCP  
RN 558 563 896 CA

33-086-584 (17-12)

006219.0017 (Jbel)



**REGISTERED  
DOMESTIC**  
CUSTOMER RECEIPT

**RECOMMANDÉ  
RÉGIME INTÉRIEUR**  
REÇU DU CLIENT



To Destinataire  
Name Nom  
2618909 Ontario Ltd.  
Address Adresse  
25 Morrow Ave. #100  
City / Prov. / Postal Code Ville / Prov. / Code postal  
Toronto, ON M6K 2H9

FOR DELIVERY CONFIRMATION CONFIRMATION DE LA LIVRAISON  
canadapost.ca postescanada.ca  
1 888 550-6333

Declared Value / Valeur déclarée \$

CPC Tracking Number / Numéro de repérage de la SCP  
RN 558 563 882 CA

33-086-584 (17-12)

006219.0017 (Jbel)



**REGISTERED  
DOMESTIC**  
CUSTOMER RECEIPT

**RECOMMANDÉ  
RÉGIME INTÉRIEUR**  
REÇU DU CLIENT



To Destinataire  
Name Nom  
The Hypoint Company Ltd.  
Address Adresse  
25 Morrow Ave. #100  
City / Prov. / Postal Code Ville / Prov. / Code postal  
Toronto, ON M6K 2H9

FOR DELIVERY CONFIRMATION CONFIRMATION DE LA LIVRAISON  
canadapost.ca postescanada.ca  
1 888 550-6333

Declared Value / Valeur déclarée \$

CPC Tracking Number / Numéro de repérage de la SCP  
RN 558 563 851 CA

33-086-584 (17-12)

006219.0017 (Jbel)

**REGISTERED**

Fragile and perishable articles are not indemnified against damage. Indemnity and fees information is available on request at your postal outlet.

**Instructions**

- 1) Complete any declared value on receipt, tear on perforated line, date stamp on reverse and give receipt to customer.
- 2) Remove label from backing (except area indicated) and apply the label to front of item adjacent to address.

Apply label here  
Veuillez placer l'étiquette ici



**RECOMMANDÉ**

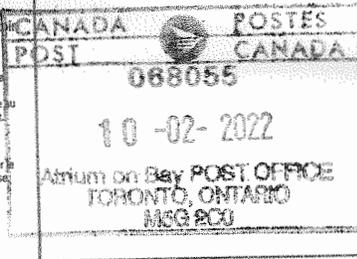
Aucune indemnité ne sera versée pour l'avarie d'un objet fragile ou périssable. Des renseignements sur les indemnités et les droits sont disponibles à votre comptoir postal.

**Instructions**

- 1) Indiquez la valeur déclarée dans la section Reçu, détachez le long du pointillé, apposez le timbre à date au verso et remettez le reçu au client.
- 2) Décollez la pellicule protectrice (sauf la région indiquée) de l'étiquette. Apposez l'étiquette sur le dessus de l'envoi, près de l'adresse.

ACCEPTING LOCATION

LIEU D'ACCEPTATION



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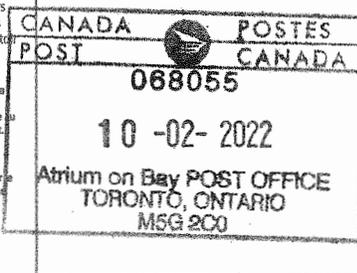
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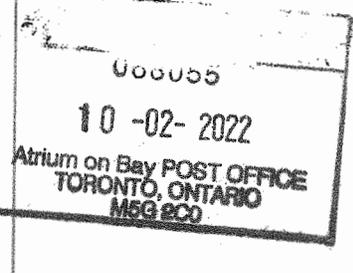
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ACCEPTING LOCATION

LIEU D'ACCEPTATION



# Tab M

Consent of Albert Gelman Inc. to act as receiver

This is **Exhibit “M”** to the affidavit of Brent Keenan sworn before me via Zoom this 21<sup>st</sup> day of March, 2022 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*

A handwritten signature in black ink, appearing to be the name of the Commissioner, is written over the text of the affidavit.

A Commissioner, etc.

Court file number: CV22-6788-8-CL

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

**BETWEEN:**

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

Applicant

- and -

**THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED,  
 2618909 ONTARIO LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK**

Respondents

---

**CONSENT OF ALBERT GELMAN INC. TO ACT AS RECEIVER**

---

The undersigned hereby consents to act as the court-appointed receiver of the applicable respondents in this proceeding in the terms of the draft order filed by the Applicant.

Dated this 21<sup>st</sup> day of March, 2022.

**Albert Gelman Inc.**



Digitally signed  
 by Bryan  
 Gelman

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

Name: Bryan Gelman

Title: Managing Director

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

Applicant

- and -

**THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED,  
2618909 ONTARIO LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK**

Respondents

---

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

---

**ALBERT GELMAN INC. CONSENT**

---

**GOLDMAN SLOAN NASH & HABER LLP**

480 University Avenue, Suite 1600  
Toronto (ON) M5G 1V2  
Fax: (416) 597-3370

**R. Brendan Bissell** – LSO #: 40354V  
Tel: (416) 597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Joël Turgeon** – LSO #: 80984R  
Tel: (416) 597-6486  
Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for the Applicant

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

Applicant

- and -

**THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED,  
2618909 ONTARIO LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK**

Respondents

---

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

---

**AFFIDAVIT OF BRENT KEENAN**  
**SWORN MARCH 21, 2022**  
**(Receivership Application)**

---

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto (ON) M5G 1V2  
Fax: (416) 597-3370

**R. Brendan Bissell** – LSO #: 40354V  
Tel: (416) 597-6489  
Email: [forte@gsnh.com](mailto:forte@gsnh.com)

**Joël Turgeon** – LSO #: 80984R  
Tel: (416) 597-6486  
Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for the Applicant

# Tab 3

Draft receivership order

Court File No. CV-22-00678808-00CL

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

THE HONOURABLE	)	WEEKDAY, THE #
	)	
JUSTICE	)	DAY OF MONTH, 2022

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

Applicant

- and -

**THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED,  
2618909 ONTARIO LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK**

Respondents

**ORDER**  
**(appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Albert Gelman Inc. as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of The Hypoint Company Limited and 2618909 Ontario Limited (together, the "Debtors") acquired for, or used in relation to a business carried on by any or all the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario, by videoconference due to the COVID-19 pandemic.

ON READING the affidavit of Brent Keenan sworn March 21, 2022 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant and counsel for the Respondents, no one appearing for any other person although duly served as appears from the

affidavit of service, filed, and on reading the consent of Albert Gelman Inc. to act as the Receiver,

### **SERVICE**

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

### **APPOINTMENT**

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

### **RECEIVER'S POWERS**

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary

course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and

negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000 provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
- (s) to assign the Debtors or any of them in bankruptcy or to consent to a bankruptcy order in respect of the Debtors or any of them.

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

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

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

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in

that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal.

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

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

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

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

**NO EXERCISE OF RIGHTS OR REMEDIES**

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

**NO INTERFERENCE WITH THE RECEIVER**

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

**CONTINUATION OF SERVICES**

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

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

### **RECEIVER TO HOLD FUNDS**

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

### **EMPLOYEES**

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

### **PIPEDA**

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to

whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

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

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

shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

### **RECEIVER'S ACCOUNTS**

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

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

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

### **FUNDING OF THE RECEIVERSHIP**

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and

is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

#### **SERVICE AND NOTICE**

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

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by

forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

## **GENERAL**

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

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

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

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

31. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid

by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.

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

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**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

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

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

1. THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "Receiver") of the assets, undertakings and properties of The Hypoint Company Limited and 2618909 Ontario Limited (together, the "Debtors") acquired for, or used in relation to a business carried on by the Debtors or any of them, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Order") made in an application having Court file number \_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

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

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

ALBERT GELMAN INC., solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

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

Name:

Title:

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

Court File No. CV-22-00678808-00CL

Applicant

- and -

**THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED,  
2618909 ONTARIO LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK**

Respondents

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

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**RECEIVERSHIP ORDER**

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**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto (ON) M5G 1V2  
Fax: (416) 597-3370

**R. Brendan Bissell** – LSO #: 40354V  
Tel: (416) 597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Joël Turgeon** – LSO #: 80984R  
Tel: (416) 597-6486  
Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for the Applicant

# Tab 4

Comparison to Commercial List model order

~~Court File No. CV 22-00678808-00CL~~

Revised: January 21, 2014  
s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver

Court File No. \_\_\_\_\_

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

THE HONOURABLE ) WEEKDAY, THE #  
 )  
JUSTICE ) DAY OF MONTH, ~~2022~~20YR

~~CANADIAN EQUIPMENT FINANCE AND LEASING INC.~~

Applicant

PLAINTIFF<sup>1</sup>

Plaintiff

- and -

~~THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED,  
2618909 ONTARIO LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK~~

Respondents

DEFENDANT

Defendant

**ORDER**  
**(appointing Receiver)**

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

THIS ~~APPLICATION~~MOTION made by the ~~Applicant~~Plaintiff<sup>2</sup> for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing ~~Albert Gelman Inc.~~[RECEIVER'S NAME] as receiver [and manager] (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of ~~The Hypoint Company Limited and 2618909 Ontario Limited (together, [DEBTOR'S NAME])~~ (the "~~Debtors~~Debtor") acquired for, or used in relation to a business carried on by ~~any or all the Debtors~~Debtor, was heard this day at 330 University Avenue, Toronto, Ontario, ~~by videoconference due to the COVID-19 pandemic.~~

ON READING the affidavit of ~~Brent Keenan~~[NAME] sworn ~~March 21, 2022~~[DATE] and the Exhibits thereto and on hearing the submissions of counsel for ~~the Applicant and counsel for the Respondents, [NAMES],~~ no one appearing for ~~any other person~~[NAME] although duly served as appears from the affidavit of service, ~~filed, of [NAME] sworn [DATE]~~ and on reading the consent of ~~Albert Gelman Inc.~~[RECEIVER'S NAME] to act as the Receiver,

## SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated<sup>3</sup> so that this motion is properly returnable today and hereby dispenses with further service thereof.

## APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~Albert Gelman Inc.~~[RECEIVER'S NAME] is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the ~~Debtors or any of them~~Debtor acquired for, or used in relation to a business carried on by ~~any or all the Debtors~~Debtor, including all proceeds thereof (the "Property").

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

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

## RECEIVER'S POWERS

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

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

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

- (g) to settle, extend or compromise any indebtedness owing to the ~~Debtors~~Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the ~~Debtors~~Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtors~~Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.<sup>4</sup> The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding ~~\$50,000~~\$\_\_\_\_\_, provided that the aggregate consideration for all such transactions does not exceed ~~\$100,000~~;\$\_\_\_\_\_; and

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

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,<sup>5</sup> shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtors~~Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtors~~Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtors~~Debtor;

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

- (q) to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtors~~Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; ~~and.~~
- ~~(s) to assign the Debtors or any of them in bankruptcy or to consent to a bankruptcy order in respect of the Debtors or any of them.~~

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

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

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

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

provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

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

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

**NO PROCEEDINGS AGAINST THE ~~DEBTORS~~DEBTOR OR THE PROPERTY**

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

**NO EXERCISE OF RIGHTS OR REMEDIES**

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

**NO INTERFERENCE WITH THE RECEIVER**

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

**CONTINUATION OF SERVICES**

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

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

### **RECEIVER TO HOLD FUNDS**

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

### **EMPLOYEES**

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

### **PIPEDA**

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete

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

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

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

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5)

or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

## **RECEIVER'S ACCOUNTS**

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.<sup>6</sup>

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

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

## **FUNDING OF THE RECEIVERSHIP**

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

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

\$100,000\$ (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

### **SERVICE AND NOTICE**

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

orders that a Case Website shall be established in accordance with the Protocol with the following URL '<@>'.

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

#### **GENERAL**

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

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the ~~Debtors or any of them~~Debtor.

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

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

proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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

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**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

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

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

1. THIS IS TO CERTIFY that ~~Albert Gelman Inc.~~, [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties ~~of The Hypoint Company Limited and 2618909 Ontario Limited (together, the "Debtors")~~ [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the ~~Debtors or any of them~~ Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Order") made in an ~~application~~ action having Court file number \_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

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

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

~~ALBERT GELMAN INC.~~, [RECEIVER'S NAME], solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

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

Name:

Title:

~~CANADIAN EQUIPMENT FINANCE AND LEASING INC.~~

~~Court File No. CV-22-00~~

~~Applicant~~

~~—and—~~

~~HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED,  
ONTARIO LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK~~

~~Respondents~~

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**RECEIVERSHIP ORDER**

**GOLDMAN SLOAN NASH & HABEL**  
480 University Avenue, Suite 1600  
Toronto (ON) M5G 1V2  
Fax: (416) 597-3370

**R. Brendan Bissell** — LSO #: 40354V  
Tel: (416) 597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Joël Turgeon** — LSO #: 80984R  
Tel: (416) 597-6486  
Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for the Applicant

# Tab 5

Draft judgment

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

THE HONOURABLE \_\_\_\_\_ ) \_\_\_\_\_, THE \_\_\_\_\_  
JUSTICE \_\_\_\_\_ ) DAY OF \_\_\_\_\_, 2022

**B E T W E E N :**

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

Applicant

- and -

**THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED,  
2618909 ONTARIO LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK**

Respondents

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**JUDGMENT**

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**THIS APPLICATION** made by the Applicant was heard before me on \_\_\_\_\_, 2022 at 330 University Avenue, Toronto, by videoconference due to the COVID-19 pandemic.

**ON READING** the materials filed, and on hearing the submissions of counsel for the Applicant and counsel for the Respondents:

1. **THIS COURT ORDERS** that the time and manner of service of the Applicant’s materials in respect of this application are hereby respectively abridged and validated so

that the application is properly returnable today, and that further service thereof is hereby dispensed with.

2. **THIS COURT ORDERS** 2618905 Ontario Limited, Beverley Rockcliffe, and Chantal Bock (together, the “**Judgment Respondents**”) and each of them, jointly and severally, to forthwith pay to the Applicant \$676,252.29 CAD (the “**Liquidated Debt**”).

3. **THIS COURT ORDERS** that the Liquidated Debt bears pre-judgment interest from March 11, 2022 at the rate of 19.56% and **ORDERS** the Judgment Respondents and each of them, jointly and severally, to forthwith pay such interest to the Applicant.

4. **THIS COURT ORDERS** all the Respondents, including The Hypoint Company Limited and the Judgement Respondents, and each of them, jointly and severally, to forthwith pay to the Applicant \$\_\_\_\_\_ (the “**Cost Award**”) for costs properly incurred by the Applicant in respect of this proceeding.

5. **THIS COURT ORDERS** that the sum of the Liquidated Debt and the Cost Award bears post-judgement interest at the rate of 19.56%.

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CANADIAN EQUIPMENT FINANCE AND LEASING INC.

Applicant

- and -

**THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED,  
2618909 ONTARIO LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK**

Respondents

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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**DRAFT JUDGMENT**

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**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto (ON) M5G 1V2  
Fax: (416) 597-3370

**R. Brendan Bissell** – LSO #: 40354V  
Tel: (416) 597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Joël Turgeon** – LSO #: 80984R  
Tel: (416) 597-6486  
Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for the Applicant

CANADIAN EQUIPMENT FINANCE AND LEASING INC.

-and- THE HYPOINT COMPANY LIMITED et al.

Applicant

Respondents

Court File No. CV- 22-00678808-00CL

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

PROCEEDING COMMENCED AT  
TORONTO

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**APPLICATION RECORD**

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**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Ave, Suite 1600  
Toronto ON M5G 1V2

**R. Brendan Bissell - LSO# 40354V**  
Tel: 416-597-3384  
Fax: 416-597-3370  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Joel Turgeon – LSO#: 80984R**  
Tel: 416-597-6486  
Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for the Applicant