

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

1120044 ONTARIO INC.

Defendant

MOTION RECORD
(Motion for Order appointing Receiver)
(Returnable on October 8, 2019)

September 23, 2019

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

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Lawyers for Royal Bank of Canada

TO: **SERVICE LIST**

SERVICE LIST
ROYAL BANK OF CANADA V. 1120044 ONTARIO INC.
COMMERCIAL LIST COURT FILE NO. CV-19-627802-OOCL
10:00 HEARING DATE: TUESDAY, OCTOBER 8, 2019

| TO: | SERVICE BY EMAIL |
|---|---|
| <p>1. 1120044 ONTARIO INC. c/o William R. Gilmour, J.D., C.I.P.,LL.M. Barrister and Solicitor Gilmour Barristers Professional Corporation Suite 3 - 1 Royce Avenue Brampton, ON L6Y 1J4</p> <p>William R. Gilmour Tel: (905) 595-5040 Fax: (905) 866-5177 Email: bill@wgilmour.ca</p> <p>Defendant</p> | <p>bill@wgilmour.ca</p> |
| AND TO: | |
| <p>2. MSI SPERGEL INC. 505 Consumers Road, Suite 200 North York ON M2J 4V8</p> <p>Mukul Manchanda Tel: 416-498-4314 Fax: 416-498-4314 Email: mmanchanda@spergel.ca</p> <p>Proposed Receiver</p> | <p>mmanchanda@spergel.ca</p> |
| AND TO: | |
| <p>3. CANADA REVENUE AGENCY c/o Department of Justice Ontario Regional Office</p> <p>The Exchange Tower, Box 36 130 King Street West, Suite 3400 Toronto ON M5X 1K6</p> <p>Diane Winters Tel: 416-952-8563 Email: diane.winters@justice.gc.ca</p> | <p>diane.winters@justice.gc.ca</p> |

| | |
|---|--|
| AND TO: | |
| 4. MINISTRY OF FINANCE Legal Services Branch College Park, 777 Bay Street, 11 th Floor Toronto ON M5G 2C8 Kevin J. O'Hara, Counsel Tel: 416-327-8436 Email: kevin.ohara@ontario.ca | kevin.ohara@ontario.ca |
| AND TO: | |
| 5. INSOLVENCY UNIT Province of Ontario insolvency.unit@ontario.ca | insolvency.unit@ontario.ca |
| AND TO: | |
| 6. PACE SAVINGS & CREDIT UNION LIMITED 6245 Main Street, P.O. Box 1019 Stouffville ON L4A 8A1 | VIA COURIER |
| AND TO: | |
| 7. ELIJAH MELNICK 40 Millbank Avenue Toronto ON M5P 1S5 | VIA COURIER |
| AND TO: | |
| 8. RIVKA MELNICK 40 Millbank Avenue Toronto ON M5P 1S5 | VIA COURIER |
| AND TO: | |
| 9. THE CITY OF VAUGHAN 2141 Major Mackenzie Drive Vaughan, ON L6A 1T1 | VIA COURIER |

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Court File No. CV-19-627802-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

1120044 ONTARIO INC.

Defendant

**NOTICE OF MOTION
(Returnable October 8, 2019)**

ROYAL BANK OF CANADA ("RBC"), will make a motion to a Judge presiding over the Commercial List on Tuesday, October 8, 2019 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, 8th Floor, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR an Order, including among other things an Order:

- (a) abridging the time for service and filing, and dispensing with further service of this notice of motion and motion record such that the motion is properly returnable on the date that it is heard;

- (b) appointing msi Spergel inc. ("**Spergel**") as receiver (in such capacities, the "**Receiver**"), without security over all of the assets, undertakings, and property of the defendant, 1120044 Ontario Inc. (the "**Debtor**" or the "**Company**"), and all other property, assets and undertakings relating thereto, including the real property municipally known as 160 Cidermill Avenue, Units 23 and 24, Concord, Ontario, [PIN 29265-0023 and PIN 29265-0024] (the "**Property**"); and
- (c) such further and other relief as counsel may advise and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

- 2. The Debtor is an Ontario Corporation.
- 3. The Debtor is indebted to RBC in respect of a variable rate term facility (the "**Term Facility**") pursuant to a loan agreement dated September 7, 2012. The Term Facility matured on August 25, 2019.
- 4. As security for the Term Facility, the Debtor executed and delivered to RBC a General Security Agreement (the "**GSA**") and a Collateral Charge/Mortgage.
- 5. RBC advised the Debtor in March, July and August 2019 that the Term Facility matures on August 25, 2019 and would not be renewed by RBC.
- 6. The Debtor failed to repay the indebtedness to RBC under the Term Facility on August 25, 2019.

7. On August 27, 2019, RBC made formal written demand and gave notice of its intention to enforce its security pursuant to section 244(1) of the BIA.

8. The demand has expired and the indebtedness remains outstanding.

9. RBC has, at all times, acted in good faith towards the Debtor and has been understanding and patient in its arrangements with the Debtor.

10. It is reasonable and prudent for RBC to being the enforcement of its security in an effort to recover the indebtedness and it is within RBC's rights to do so.

11. In the circumstances, it is just and equitable that a receiver be appointed.

12. A receiver is necessary for the protection of the Debtor's estate, the interests of RBC and, perhaps, other stakeholders.

13. Spergel has consented to being appointed as receiver, without security, of all of the assets, undertakings and property of the Debtor.

14. The other grounds set out in the affidavit of Jan Oros.

15. Section 243(1) of the *Bankruptcy and Insolvency Act*.

16. Section 101 of the *Courts of Justice Act*.

17. Rules 1.04, 1.05, 2.01, 2.03, 3.02 and 37 of the *Rules of Civil Procedure*.

18. Such further and other relief as the lawyers may advise.

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

1. Affidavit of Jan Oros, sworn September 20, 2019 and the Exhibits thereto.
2. Statement of Claim.
3. Consent of the Receiver.
4. Such further and other material as counsel may submit and this Honourable Court may permit.

Date: September 23, 2019

MINDEN GROSS LLP
Barristers and Solicitors
145 King Street West
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Lawyers for Royal Bank of Canada

TO: **SERVICE LIST**

#38544864113121 v1

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

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WEEKDAY, THE #

JUSTICE

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DAY OF OCTOBER, 2019

)

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

1120044 ONTARIO INC.

Defendant

**ORDER
(appointing Receiver)**

THIS MOTION made by the Plaintiff for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing msi Spergel inc. as receiver (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of 1120044 Ontario Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, 8th Floor, Toronto, Ontario.

ON READING the affidavit of Jan Oros sworn September 20 2019 and the Exhibits thereto and on hearing the submissions of counsel for the Receiver, no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of msi Spergel 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, msi Spergel inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties, including the real property municipally known as 160 Cidermill Avenue, Units 23 and 24, Concord, Ontario [PIN 29265-0023 and PIN 29265-0024], of the Debtor acquired for, or used in relation to a business carried on by the Debtor, 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 Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary

course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and

negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding \$_____, provided that the aggregate consideration for all such transactions does not exceed \$_____; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,] 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 Debtor;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of 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 Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall

provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract,

agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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 \$_____ (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 Debtor's creditors or other

interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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 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 Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity

basis to be paid by the Receiver from the 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.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that msi Spergel inc., the receiver (the "**Receiver**") of the assets, undertakings and properties 1120044 Ontario Inc. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ____ day of _____, 20__ (the "**Order**") made in an action having Court file number ____-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the _____ day of _____, 20__.

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

Per: _____

Name:

Title:

TAB 2

Court File No. **CV-19-627802-00CL**

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

and

1120044 ONTARIO INC.

Defendant

**AFFIDAVIT OF JAN OROS
(sworn September 20, 2019)**

I, JAN OROS, of the Town of Georgina, in the Province of Ontario, **MAKE
OATH AND SAY:**

1. I am a Manager in the Special Loans & Advisory Services Department ("**Special Loans Group**") of Royal Bank of Canada ("**RBC**"). I have responsibility for matters pertaining to the borrowings of 1120044 Ontario Inc. and as such I have knowledge of the matters hereinafter deposed to.

2. The facts set forth herein are within my personal knowledge or determined from the face of the documents attached hereto as exhibits or from information and advice provided to me by others. To the extent I have relied on the information and

advice of others, I have identified the source of such information and verily believe that information and advice to be true.

3. I am swearing this affidavit in support of RBC's motion for an order appointing msi Spergel inc. ("**Spergel**") as receiver of 1120044 Ontario Inc. (the "**Borrower**") and all other property, assets and undertakings relating thereto, including the real property municipally known as 160 Cidermill Avenue, Units 23 and 24, Concord, Ontario [PIN 29265-0023 and PIN 29265-0024] (the "**Property**").

Description of the Borrower and Guarantors

4. The Borrower is an Ontario Corporation with a registered office located at 160 Cidermill Avenue, Unit 24, Concord, Ontario (the "**Concord Premises**"). A copy of the Borrower's corporate profile report, retrieved March 11, 2019, is attached as **Exhibit "A"**.

5. John Groscki CA Professional Corporation ("**Groscki CA**") is a company incorporated pursuant to the laws of Ontario. Its registered office address is the Concord Premises. A copy of the corporation profile report for Groscki CA, retrieved on March 11, 2019, is attached as **Exhibit "B"**.

6. RYT Hospitality Limited ("**RYT**") is a company incorporated pursuant to the laws of Ontario. Its registered office address is the Concord Premises. A copy of the corporation profile report for RYT, retrieved on March 11, 2019, is attached as **Exhibit "C"**.

7. John Francis Groscki ("**John**") is an individual residing in the Province of Ontario. John is President of the Borrower and Groscki CA, and a director of RYT.

8. The Borrower is the owner of the Property. A copy of the parcel register for the Property, retrieved on March 11, 2019, is attached as **Exhibit "D"**.

9. Groscki CA, RYT and John guaranteed the debts and liabilities of the Borrower to RBC.

Term Loan and Security

10. Pursuant to a commitment letter dated September 4, 2012 and accepted by the Borrower on September 7, 2012, as amended from time to time (the "**Loan Agreement**"), RBC extended a variable rate term facility in the principal amount of \$795,000 to the Borrower (the "**Term Facility**").

11. The Term Facility matured on August 25, 2019.

12. Under the Loan Agreement, all outstanding principal and interest is payable in full on maturity. A copy of the Loan Agreement is attached as **Exhibit "E"**.

13. In support of the Term Facility, certain security was obtained by RBC, including the following:

- (a) a general security agreement ("**GSA**") on the Bank's Form 924 executed by the Borrower on September 7, 2012. A copy of the GSA is attached as **Exhibit "F"**;

- (b) a collateral charge/mortgage, made between the Borrower, as mortgagor, and RBC, as mortgagee, registered on title to the Property as Instrument No. YR1902119 on October 24, 2012, in the Land Registry Office (No. 65) (the "**Mortgage**"). The Mortgage is in the principal amount of \$795,000.00 and provides for interest at the interest rate of Prime plus 5.0% per annum. RBC Standard Charge Terms 20015 is incorporated in the Mortgage. A copy of the Mortgage and Standard Charge Terms 20015 are attached as **Exhibit "G"**;
- (c) a guarantee and postponement of claim on the Bank's Form 812 executed by Groscki CA on September 7, 2012 and limited to the principal sum of \$795,000.00. A copy of the Groscki CA guarantee is attached as **Exhibit "H"**;
- (d) a guarantee and postponement of claim on the Bank's Form 812 executed by RYT on September 7, 2012 and limited to the principal sum of \$795,000.00. A copy of the RYT guarantee is attached as **Exhibit "I"**;
- (e) a guarantee and postponement of claim on the Bank's Form 812 executed by John on September 7, 2012 and limited to the principal sum of \$795,000.00. A copy of John's guarantee is attached as **Exhibit "J"**;
- (f) a postponement and assignment of claim on the Bank's Form 918 executed by John on September 7, 2012. A copy of the postponement and assignment of claim is attached as **Exhibit "K"**; and

- (g) a notice of assignment of rents-general (the “**Notice of Assignment of Rents**”) in respect of the Mortgage registered on title to the Property as Instrument No. YR1902133 on October 24, 2012, in the Land Registry Office (No. 65). A copy of the Notice of Assignment of Rents is attached as **Exhibit “L”**.

PPSA Creditors and Secured Creditors

14. A copy of the certified Personal Property Security Act (Ontario) (“**PPSA**”) search results for the Borrower, with currency to September 18, 2019, is attached as **Exhibit “M”**.

15. The PPSA search results show that, excluding RBC’s registrations against the Borrower, there are 2 other registrations against the Borrower. Both registrations are in favour of Pace Savings & Credit Union Limited¹ (“**Pace Savings**”).

16. By letter dated May 24, 2019, RBC’s lawyers, Kenneth L. Kallish a partner with Minden Gross LLP, requested that Pace Savings provide information of the indebtedness owing by the Borrower and a copy of any security agreement(s) (the “**PPSA Section 18 Letter**”). By letter dated May 27, 2019, Pace Savings’ Commercial Loans Officer, Aly Turtcher, advised of the amount of indebtedness owing and provided a copy of the Pace Savings’ general security agreement. Copies of the PPSA Section 18 Letter and response are attached as **Exhibit “N”**.

¹ Registration File Number 895916313 is in favour of GTA Savings & Credit Union Limited.

17. In respect of the Property, the parcel register indicates that the mortgage registered in favour of Pace Savings was discharged on October 26, 2014 and that the mortgage granted by the Borrower in favour of Elijah Melnick and Rivka Melnick is postponed in favour of RBC.

Defaults and Demands

18. The accounts of the Borrower, Groscki CA and RYT (and other related connections) were transferred to RBC's Special Loans Group in or about the winter of 2019.

19. By letter dated March 14, 2019, RBC through its lawyers advised the Borrower that the principal payment of \$2,978, plus interest, that was due on February 25, 2019 was not paid. RBC also advised that the Term Facility matures on August 25, 2019, and will not be renewed by RBC. The letter provides (emphasis added):

"We have been advised by RBC that the principal payment of \$2,978, plus interest, due on February 25, 2019, was not paid. The failure to make this payment constitutes a breach under the Loan Agreement and all security referenced thereunder.

RBC requires that this default be remedied by no later than March 20, 2019, and that going forward, all monthly payments of principal in the amount of \$2,978 plus interest at the RBC prime rate plus 1.85% charged on the then outstanding principal amount, are to be made on the respective due dates. For your information, the current RBC prime rate is 3.95%. Based on this prime rate, the current interest component is \$106.93 per diem. Please be advised that the monthly payment amounts

will vary month to month given that interest is calculated on a declining balance and is subject to any changes to the RBC prime rate. It is the responsibility of the Borrower to ensure that sufficient funds are deposited to its bank account prior to the payment due date.

On behalf of RBC, we wish to advise that the Term Facility matures on August 25, 2019, and will not be renewed by RBC. Accordingly, RBC strongly suggests that the Borrower make arrangements with another financial institution in order to repay the outstanding amounts owing under the Term Facility by no later than August 25, 2019."

A copy of the March 14, 2019 letter, together with email communications from John sent in March and on April 8, 2019, are attached as **Exhibit "O"**.

20. By letter dated July 23, 2019, RBC through its lawyers again advised the Borrower that the Term Facility matures on August 25, 2019 and will not be renewed by RBC. RBC further advised the Borrower to make arrangements with another financial institution to repay the outstanding amounts owing under the Term Facility by no later than August 25, 2019 (the "**July 23rd Letter**"). A copy of the July 23rd Letter is attached as **Exhibit "P"**.

21. By email sent on August 19, 2019, RBC's lawyers also provided a copy of the July 23rd Letter to William Gilmour, the lawyer for the Borrower, Groscki CA, RYT and John, in respect of litigation proceedings known as the "Groscki Action" described further below. The communication to Mr. Gilmour reiterated RBC's position that that RBC will not be renewing the Term Loan which matures on August 25, 2019 and that

RBC expects payment of all amounts owing under the Term Loan to be made by no later than August 25, 2019, failing which RBC will make formal demand for payment. A copy of this email is attached as **Exhibit “Q”**.

22. The Term Facility matured on August 25, 2019 and the indebtedness owing to RBC was not repaid in full.

23. By letter dated August 26, 2019, John advised, among other things, that a “mortgage application was sent to several lenders and has been approved by 100 percent of all lenders to date.” A copy of this letter is attached as **Exhibit “R”**.

24. As a result of the indebtedness not repaid to RBC by or on August 25, 2019, by way of demand letter sent on August 27, 2019, RBC through its lawyers made demand on the Borrower for repayment of all indebtedness owed to RBC. As part of the demand letter, RBC also gave notice of its intention to enforce its security pursuant to section 244(1) of the Bankruptcy and Insolvency Act (the “**BIA**”) (the “**BIA Notice**”).

The letter provides:

“The Term Facility established under the Loan Agreement (each as defined in the attached letters) expired on August 25, 2019, and the indebtedness owing under the Term Facility has not been paid.

We have been advised by the Bank that as at August 26, 2019, the Company is indebted to the Bank in the following amounts:

1. in respect of the Term Facility, in the amount of \$676,720.48, comprising principal in the amount of \$667,178.90 and accrued interest to and including August 26, 2019 in the amount of \$9,541.58. Interest

continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.8% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$106.02; and

2. in respect of legal fees incurred by the Bank up to July 3, 2019, in the amount of \$4,319.67.

On behalf of the Bank, we hereby advise you that the right of the Company to make any further borrowings under its agreement(s) with the Bank, and the obligation of the Bank to provide such borrowings, is hereby terminated and the indebtedness owing to the Bank by the Company expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for the payment by no later than September 6, 2019 of the amounts expressed above and all interest accruing thereon up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Company to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Company and the Bank shall commence such legal proceedings it is entitled to commence against the Company in connection with its liabilities and obligations under any and all mortgage security delivered by the Company to the Bank.

We further advise the Company that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to September

6, 2019 without further notice to you if the Bank becomes aware of any matter which may impair its security.”

25. By way of demand letters sent on August 27, 2019, RBC made demand on Groscki CA, RYT and John pursuant to their Guarantees.

26. Copies of the demand letters to the Borrower, Groscki CA, RYT, and John, together with the BIA Notice are attached as **Exhibit “S”**.

27. By email sent on August 27, 2019, RBC’s lawyers provided copies of the demands and the BIA Notice to Mr. Gilmour. Between August 27, 2019 and August 30, 2019, further email communications were exchanged between Mr. Gilmour, Mr. Kallish and/or John. Copies of these email communications are attached as **Exhibit “T”**.

28. The demand period expired on September 6, 2019. The Borrower failed to repay the indebtedness.

29. As a result, on September 19, 2019, RBC issued the within action to appoint Spergel as Receiver.

30. As at September 20, 2019, the Indebtedness owing to RBC in respect of the Term Facility is \$679,370.91, excluding fees, costs or other charges or expenses. A copy of the Online Branch Banking Statement is attached as **Exhibit “U”**.

Groscki Action

31. On March 28, 2019, RBC issued a statement of claim in the Ontario

Superior Court of Justice, Court File No. CV-19-00617092 against Groscki CA and RYT (the “**Groscki Action**”) for monies owing under certain loan agreements. The Groscki Action also included claims against the Borrower and John in respect of their guarantees of the debts of Groscki CA and RYT.

32. On or about April 30, 2019, the Borrower, Groscki CA, RYT and John (collectively the “**Defendants**”) served their statement of defence and counterclaim in the Groscki Action.

33. On May 13, 2019, RBC served on the Defendants a demand for particulars. Despite repeated requests, the Defendants failed to deliver their answers to the demand for particulars. Rather than further delay or unnecessarily increase costs in the Groscki Action, RBC served its reply and defence to counterclaim on August 28, 2019 even though it did not have the Defendants’ answers. Copies of the pleadings in the Groscki Action, including RBC’s demand for particulars, are attached as **Exhibit “V”**.

Appointment of Receiver

34. RBC has provided the Borrower with more than sufficient time to repay the indebtedness. The Borrower has been unable to fulfil its obligations to RBC.

35. At this stage, RBC wishes to take any and all steps necessary to enforce its Security and realize on same.

36. RBC considers it reasonable and prudent for it to begin enforcement of its



JAN OROS

Request ID: 022809410
Transaction ID: 71072629
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/03/11
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Page: 1

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

Barbara Lachitt
Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

| | | |
|---|--|------------------------|
| Ontario Corp Number | Corporation Name | Incorporation Date |
| 1120044 | 1120044 ONTARIO INC. | 1995/02/27 |
| | | Jurisdiction |
| | | ONTARIO |
| Corporation Type | Corporation Status | Former Jurisdiction |
| ONTARIO BUSINESS CORP. | ACTIVE | NOT APPLICABLE |
| Registered Office Address | Date Amalgamated | Amalgamation Ind. |
| 160 CIDERMILL AVENUE UNIT 24 CONCORD ONTARIO CANADA L4K 4K5 | NOT APPLICABLE | NOT APPLICABLE |
| | New Amal. Number | Notice Date |
| | NOT APPLICABLE | NOT APPLICABLE |
| | Letter Date | |
| | NOT APPLICABLE | |
| Mailing Address | Revival Date | Continuation Date |
| 1120044 ONTARIO INC./ JADE W. CONSTABLE 160 CIDERMILL AVENUE | NOT APPLICABLE | NOT APPLICABLE |
| Suite # 24 CONCORD ONTARIO CANADA L4K 4K5 | Transferred Out Date | Cancel/Inactive Date |
| | NOT APPLICABLE | NOT APPLICABLE |
| | EP Licence Eff.Date | EP Licence Term.Date |
| | NOT APPLICABLE | NOT APPLICABLE |
| | Date Commenced in Ontario | Date Ceased in Ontario |
| | NOT APPLICABLE | NOT APPLICABLE |
| Activity Classification | Number of Directors Minimum Maximum | |
| NOT AVAILABLE | 00001 00005 | |

Request ID: 022809410
Transaction ID: 71072629
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/03/11
Time Report Produced: 10:53:25
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1120044

1120044 ONTARIO INC.

Corporate Name History

Effective Date

1120044 ONTARIO INC.

1995/02/27

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:
Name (Individual / Corporation)

Address

JADE
W.
CONSTABLE

32 SQUIRREL AVENUE

MCDUGALL
ONTARIO
CANADA P2A 2W7

Date Began

First Director

2017/09/13

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 022809410
Transaction ID: 71072629
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

| Ontario Corp Number | Corporation Name |
|---------------------|----------------------|
| 1120044 | 1120044 ONTARIO INC. |

| Administrator: Name (Individual / Corporation) | Address |
|---|--|
| JADE W. CONSTABLE | 32 SQUIRREL AVENUE MCDOUGALL ONTARIO CANADA P2A 2W7 |

| Date Began | First Director | Resident Canadian |
|-------------|----------------|-------------------|
| 2017/09/13 | NOT APPLICABLE | |
| Designation | Officer Type | |
| OFFICER | PRESIDENT | Y |

| Administrator: Name (Individual / Corporation) | Address |
|---|---|
| PAUL CUPIDO | 66 SELHURST AVENUE OTTAWA ONTARIO CANADA K2G 7E5 |

| Date Began | First Director | Resident Canadian |
|-------------|----------------|-------------------|
| 2011/07/02 | NOT APPLICABLE | |
| Designation | Officer Type | |
| DIRECTOR | | Y |

Request ID: 022809410
Transaction ID: 71072629
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

| Ontario Corp Number | Corporation Name |
|---------------------|----------------------|
| 1120044 | 1120044 ONTARIO INC. |

| Administrator: Name (Individual / Corporation) | Address |
|---|---|
| JOHN FRANCIS GROSCKI | 22 WILLIAM STREET PARRY SOUND ONTARIO CANADA P2A 1V1 |

| Date Began | First Director | Resident Canadian |
|-------------|----------------|-------------------|
| 1996/06/01 | NOT APPLICABLE | |
| Designation | Officer Type | |
| DIRECTOR | | Y |

| Administrator: Name (Individual / Corporation) | Address |
|---|---|
| JOHN FRANCIS GROSCKI | 22 WILLIAM STREET PARRY SOUND ONTARIO CANADA P2A 1V1 |

| Date Began | First Director | Resident Canadian |
|-------------|----------------|-------------------|
| 1996/06/01 | NOT APPLICABLE | |
| Designation | Officer Type | |
| OFFICER | PRESIDENT | Y |

Request ID: 022809410
Transaction ID: 71072629
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/03/11
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1120044

1120044 ONTARIO INC.

Administrator:
Name (Individual / Corporation)

Address

JOHN
FRANCIS
GROSCKI

22 WILLIAM STREET

PARRY SOUND
ONTARIO
CANADA P2A 1V1

Date Began

First Director

1996/06/01

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

SECRETARY

Y

Administrator:
Name (Individual / Corporation)

Address

JOHN
FRANCIS
GROSCKI

22 WILLIAM STREET

PARRY SOUND
ONTARIO
CANADA P2A 1V1

Date Began

First Director

1996/06/01

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

TREASURER

Y

Request ID: 022809410
Transaction ID: 71072629
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/03/11
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

| | |
|---------------------|----------------------|
| Ontario Corp Number | Corporation Name |
| 1120044 | 1120044 ONTARIO INC. |

| | |
|---|---|
| Administrator: Name (Individual / Corporation) | Address |
| JOHN GROSCKI | 22 WILLIAM ST PARRY SOUND ONTARIO CANADA P2A 1V1 |

| | | |
|-------------|----------------|-------------------|
| Date Began | First Director | |
| 1996/06/01 | NOT APPLICABLE | |
| Designation | Officer Type | Resident Canadian |
| DIRECTOR | | Y |

| | |
|---|---|
| Administrator: Name (Individual / Corporation) | Address |
| JOHN GROSCKI | 22 WILLIAM ST PARRY SOUND ONTARIO CANADA P2A 1V1 |

| | | |
|-------------|----------------|-------------------|
| Date Began | First Director | |
| 1996/06/01 | NOT APPLICABLE | |
| Designation | Officer Type | Resident Canadian |
| OFFICER | PRESIDENT | |

Request ID: 022809410
Transaction ID: 71072629
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/03/11
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Barbara Duckitt
Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1120044

1120044 ONTARIO INC.

Administrator:

Name (Individual / Corporation)

Address

JOHN

22 WILLIAM ST

GROSCKI

PARRY SOUND
ONTARIO
CANADA P2A 1V1

Date Began

First Director

1996/06/01

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

SECRETARY

Administrator:

Name (Individual / Corporation)

Address

JOHN

22 WILLIAM ST

GROSCKI

PARRY SOUND
ONTARIO
CANADA P2A 1V1

Date Began

First Director

1996/06/01

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

TREASURER

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Province of Ontario
Ministry of Government Services

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1120044

1120044 ONTARIO INC.

Last Document Recorded

Act/Code Description

Form

Date

CIA ANNUAL RETURN 2014

1C

2018/12/16 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

Request ID: 022809238
 Transaction ID: 71072166
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2019/03/11
 Time Report Produced: 10:35:56
 Page: 1

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

Barbara Luckitt
 Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

| | | |
|---------------------------|--|------------------------|
| Ontario Corp Number | Corporation Name | Incorporation Date |
| 2338340 | JOHN GROSCKI CA PROFESSIONAL CORPORATION | 2012/08/09 |
| | | Jurisdiction |
| | | ONTARIO |
| Corporation Type | Corporation Status | Former Jurisdiction |
| ONTARIO BUSINESS CORP. | ACTIVE | NOT APPLICABLE |
| Registered Office Address | Date Amalgamated | Amalgamation Ind. |
| 160 CIDERMILL AVENUE | NOT APPLICABLE | NOT APPLICABLE |
| Suite # 24 | New Amal. Number | Notice Date |
| CONCORD | NOT APPLICABLE | NOT APPLICABLE |
| ONTARIO | | Letter Date |
| CANADA L4K 4K5 | | NOT APPLICABLE |
| Mailing Address | Revival Date | Continuation Date |
| 160 CIDERMILL AVENUE | NOT APPLICABLE | NOT APPLICABLE |
| VAUGHAN | Transferred Out Date | Cancel/Inactive Date |
| ONTARIO | NOT APPLICABLE | NOT APPLICABLE |
| CANADA L4K 4K5 | EP Licence Eff.Date | EP Licence Term.Date |
| | NOT APPLICABLE | NOT APPLICABLE |
| | Date Commenced in Ontario | Date Ceased in Ontario |
| | NOT APPLICABLE | NOT APPLICABLE |
| Activity Classification | Number of Directors Minimum Maximum | |
| NOT AVAILABLE | 00001 00010 | |

"B"
 This is Exhibit referred to in the
 affidavit of *JAN GROS*
 sworn before me, this *20th*
 day of *SEPTEMBER* *2019*


[Signature]
 A COMMISSIONER FOR TAKING AFFIDAVITS

Request ID: 022809238
Transaction ID: 71072166
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/03/11
Time Report Produced: 10:35:56
Page: 2

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


Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2338340

JOHN GROSCKI CA PROFESSIONAL CORPORATION

Corporate Name History

Effective Date

JOHN GROSCKI CA PROFESSIONAL CORPORATION

2012/08/09

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:
Name (Individual / Corporation)

Address

JOHN
GROSCKI

7699 YONGE STREET

TORONTO
ONTARIO
CANADA L3T 1Z5

Date Began

First Director

2012/08/09

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR


Y

Request ID: 022809238
Transaction ID: 71072166
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/03/11
Time Report Produced: 10:35:56
Page: 3

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


Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2338340

JOHN GROSCKI CA PROFESSIONAL CORPORATION

Administrator:
Name (Individual / Corporation)

Address

JOHN
GROSCKI

7699 YONGE STREET

TORONTO
ONTARIO
CANADA L3T 1Z5

Date Began

First Director

2012/08/09

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

PRESIDENT

Y

Administrator:
Name (Individual / Corporation)

Address

JOHN
GROSCKI

7699 YONGE STREET

TORONTO
ONTARIO
CANADA L3T 1Z5

Date Began

First Director

2012/08/09

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

SECRETARY

Y


Request ID: 022809238
Transaction ID: 71072166
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/03/11
Time Report Produced: 10:35:56
Page: 4

044

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


Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2338340

JOHN GROSCKI CA PROFESSIONAL CORPORATION

Administrator:

Name (Individual / Corporation)

Address

JOHN

7699 YONGE STREET

GROSCKI

TORONTO
ONTARIO
CANADA L3T 1Z5

Date Began

First Director

2012/08/09

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

TREASURER

Y

Request ID: 022809238
Transaction ID: 71072166
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/03/11
Time Report Produced: 10:35:56
Page: 5

045

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



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2338340

JOHN GROSCKI CA PROFESSIONAL CORPORATION

Last Document Recorded

Act/Code Description

Form

Date

CIA ANNUAL RETURN 2018

1C

2018/08/12 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

Request ID: 022809251
Transaction ID: 71072200
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/03/11
Time Report Produced: 10:36:50
Page: 1

046

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

Barbara Shackitt
Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

| | | |
|---------------------------|--|------------------------|
| Ontario Corp Number | Corporation Name | Incorporation Date |
| 2288500 | RYT HOSPITALITY LTD. | 2011/06/14 |
| | | Jurisdiction |
| | | ONTARIO |
| Corporation Type | Corporation Status | Former Jurisdiction |
| ONTARIO BUSINESS CORP. | ACTIVE | NOT APPLICABLE |
| Registered Office Address | Date Amalgamated | Amalgamation Ind. |
| 160 CIDERMILL AVENUE | NOT APPLICABLE | NOT APPLICABLE |
| Suite # 24 | New Amal. Number | Notice Date |
| CONCORD | NOT APPLICABLE | NOT APPLICABLE |
| ONTARIO | | |
| CANADA L4K 4K5 | | Letter Date |
| Mailing Address | Revival Date | Continuation Date |
| 160 CIDERMILL AVENUE | NOT APPLICABLE | NOT APPLICABLE |
| Suite # 24 | Transferred Out Date | Cancel/Inactive Date |
| CONCORD | NOT APPLICABLE | NOT APPLICABLE |
| ONTARIO | | |
| CANADA L4K 4K5 | EP Licence Eff.Date | EP Licence Term.Date |
| | NOT APPLICABLE | NOT APPLICABLE |
| | Date Commenced in Ontario | Date Ceased in Ontario |
| | NOT APPLICABLE | NOT APPLICABLE |
| Activity Classification | Number of Directors Minimum Maximum | |
| NOT AVAILABLE | 00001 00010 | |

This is Exhibit "C" referred to in the affidavit of JAN DROS sworn before me, this 20th day of SEPTEMBER 2019.


A COMMISSIONER FOR TAKING AFFIDAVITS

Request ID: 022809251
Transaction ID: 71072200
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/03/11
Time Report Produced: 10:36:50
Page: 2

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


Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2288500

RYT HOSPITALITY LTD.

Corporate Name History

Effective Date

RYT HOSPITALITY LTD.

2011/06/14

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:
Name (Individual / Corporation)

Address

PAUL
CUPIDO

66 SELHURST AVENUE

OTTAWA
ONTARIO
CANADA K2G 7E5

Date Began

First Director

2011/07/02

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 022809251
Transaction ID: 71072200
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/03/11
Time Report Produced: 10:36:50
Page: 3

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



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2288500

RYT HOSPITALITY LTD.

Administrator:
Name (Individual / Corporation)

Address

JOHN
FRANCIS
GROSKI

160 CIDERMILL AVE

Suite # 24
VAUGHAN
ONTARIO
CANADA L4K 4K5

Date Began

First Director

2011/06/14

YES

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 022809251
Transaction ID: 71072200
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/03/11
Time Report Produced: 10:36:50
Page: 4

049

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


Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2288500

RYT HOSPITALITY LTD.

Last Document Recorded

| Act/Code | Description | Form | Date |
|----------|---------------|------|------------|
| CIA | CHANGE NOTICE | 1 | 2014/04/01 |

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

PROPERTY DESCRIPTION: UNIT 23, LEVEL 1, YORK REGION CONDOMINIUM PLAN NO. 734 ; BLK 25 PL 65M2611, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT678865 ; VAUGHAN

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1995/12/18

OWNERS' NAMES

1120044 ONTARIO INC.

CAPACITY SHARE

ROWN

| REG. NUM. | DATE | INSTRUMENT TYPE | AMOUNT | PARTIES FROM | PARTIES TO | CERT/ CHKD |
|-------------------------|------------------------------------|--|---|--|--|---------------|
| **EFFECTIVE | 2000/07/29 | THE NOTATION OF THE | "BLOCK IMPLEMENTATION DATE" OF 1995/12/18 ON THIS PIN** | <p>..... <i>This is Exhibit "D" referred to in the affidavit of JIN DROS sworn before me, this 20th day of SEPTEMBER 2019.</i> A COMMISSIONER FOR TAKING AFFIDAVITS</p> | | |
| **WAS REPLACED WITH THE | "PIN CREATION DATE" | OF 1995/12/18** | | | | |
| ** PRINTOUT | INCLUDES ALL | DOCUMENT TYPES AND | DELETED INSTRUMENTS SINCE 1995/12/11 ** | | | |
| VA41945 | 1959/05/22 | BYLAW | | | | C |
| | REMARKS: LN03141, LB237508 AFFECTS | ALL/PART VARIOUS LANDS (ADDED 98/01/26 BY B.WILLSON, ADLR) | BY-LAW 2298 | | | |
| LT461939 | 1988/02/24 | NOTICE AGREEMENT | | | THE CORPORATION OF THE TOWN OF VAUGHAN | C |
| LT481855Z | 1988/05/12 | APL ANNEX REST COV | | | | C |
| | REMARKS: 20 YEARS FROM THE DATE OF | PLAN REGISTRATION - | 1988/05/12 | | | |
| LT678865 | 1990/06/08 | DECLARATION CONDO | | | GISMONDI CONSTRUCTION LIMITED | C |
| LT687863 | 1990/07/25 | BYLAW | | | | C |
| | REMARKS: NO. 1 | | | | | |
| LT687864 | 1990/07/25 | BYLAW | | | | C |
| | REMARKS: NO. 2 | | | | | |
| LT687865 | 1990/07/25 | BYLAW | | | | C |
| | REMARKS: NO. 3 | | | | | |
| LT687866 | 1990/07/25 | BYLAW | | | | C |
| | REMARKS: NO. 4 | | | | | |
| YR493942 | 2004/06/30 | TRANSFER | | *** COMPLETELY DELETED *** GISMONDI CONSTRUCTION LIMITED | 1946 CASTELLI HOLDINGS INC. | |
| YR493943 | 2004/06/30 | CHARGE | | *** COMPLETELY DELETED *** 1946 CASTELLI HOLDINGS INC | | |
| YR1102741 | 2007/12/14 | CHARGE | | *** COMPLETELY DELETED *** | THE BANK OF NOVA SCOTIA | |

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 |
|-----------|------------|--|-----------|--|--|---------------|
| YR1102742 | 2007/12/14 | NO ASSGN RENT GEN | | 1946 CASTELLI HOLDINGS INC. *** COMPLETELY DELETED *** 1946 CASTELLI HOLDINGS INC. | ROYAL BANK OF CANADA ROYAL BANK OF CANADA | |
| | | REMARKS: YR1102741 | | | | |
| YR1121141 | 2008/02/04 | TRANSFER | \$310,000 | 1946 CASTELLI HOLDINGS INC. | 1120044 ONTARIO INC. | C |
| YR1121142 | 2008/02/04 | CHARGE | | *** COMPLETELY DELETED *** 1120044 ONTARIO INC. | PACE SAVINGS & CREDIT UNION LIMITED | |
| YR1125286 | 2008/02/14 | DISCH OF CHARGE | | *** COMPLETELY DELETED *** ROYAL BANK OF CANADA | | |
| | | REMARKS: RE: YR1102741 | | | | |
| YR1140395 | 2008/03/26 | DISCH OF CHARGE | | *** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA | | |
| | | REMARKS: RE: YR493943 | | | | |
| YR1230316 | 2008/09/25 | APL (GENERAL) | | *** COMPLETELY DELETED *** CEN, ANNA HONG YING | | |
| | | REMARKS: CERTIFICATE OF PENDING LITIGATION | | | | |
| YR1240298 | 2008/10/16 | CHARGE | \$20,000 | 1120044 ONTARIO INC. | MELNICK, ELIJAH MELNICK, RIVKA | C |
| YR1660641 | 2011/06/09 | APL AMEND ORDER | | *** COMPLETELY DELETED *** SUPERIOR COURT OF JUSTICE FAMILY COURT BRANCH | CEN, HONG YING | |
| | | REMARKS: DELETE YR1230316 | | | | |
| YR1902119 | 2012/10/24 | CHARGE | \$795,000 | 1120044 ONTARIO INC. | ROYAL BANK OF CANADA | C |
| YR1902133 | 2012/10/24 | NO ASSGN RENT GEN | | 1120044 ONTARIO INC. | ROYAL BANK OF CANADA | C |
| | | REMARKS: YR1902119 | | | | |
| YR1902483 | 2012/10/24 | POSTPONEMENT | | MELNICK, ELIJAH MELNICK, RIVKA | ROYAL BANK OF CANADA | C |
| | | REMARKS: YR1240298 TO YR1902119 | | | | |
| YR1903315 | 2012/10/26 | DISCH OF CHARGE | | *** COMPLETELY DELETED *** PACE SAVINGS & CREDIT UNION LIMITED | | |
| | | REMARKS: YR1121142. | | | | |

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 |
|-----------------|------------|-----------------|--------|---|------------|---------------|
| YR2590653 | 2016/12/05 | CONDO BYLAW/98 | | YORK REGION CONDOMINIUM CORPORATION NO. 734 | | C |
| REMARKS: BY-LAW | | NO. 5 | | | | |

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.

PROPERTY DESCRIPTION: UNIT 24, LEVEL 1, YORK REGION CONDOMINIUM PLAN NO. 734 ; BLK 25 PL 65M2611, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT678865 ; VAUGHAN

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1995/12/18

OWNERS' NAMES

1120044 ONTARIO INC.

CAPACITY SHARE

ROWN

| REG. NUM. | DATE | INSTRUMENT TYPE | AMOUNT | PARTIES FROM | PARTIES TO | CERT/ CHKD |
|--|------------|--------------------|--------|----------------------------|--|---------------|
| <p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1995/12/18 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1995/12/18**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1995/12/11 **</p> | | | | | | |
| VA41945 | 1959/05/22 | BYLAW | | | | C |
| REMARKS: LN03141, LB237508 AFFECTS ALL/PART VARIOUS LANDS (ADDED 98/01/26 BY B.WILLSON, ADLR) BY-LAW 2298 | | | | | | |
| LT461939 | 1988/02/24 | NOTICE AGREEMENT | | | THE CORPORATION OF THE TOWN OF VAUGHAN | C |
| LT481855Z | 1988/05/12 | APL ANNEX REST COV | | | | C |
| REMARKS: 20 YEARS FROM THE DATE OF PLAN REGISTRATION - 1988/05/12 | | | | | | |
| LT678865 | 1990/06/08 | DECLARATION CONDO | | | GISMONDI CONSTRUCTION LIMITED | C |
| LT687863 | 1990/07/25 | BYLAW | | | | C |
| REMARKS: NO. 1 | | | | | | |
| LT687864 | 1990/07/25 | BYLAW | | | | C |
| REMARKS: NO. 2 | | | | | | |
| LT687865 | 1990/07/25 | BYLAW | | | | C |
| REMARKS: NO. 3 | | | | | | |
| LT687866 | 1990/07/25 | BYLAW | | | | C |
| REMARKS: NO. 4 | | | | | | |
| LT882800 | 1992/12/01 | TRANSFER | | *** COMPLETELY DELETED *** | GREENBURG HOLDINGS LTD. | |
| LT882801 | 1992/12/01 | CHARGE | | *** COMPLETELY DELETED *** | | |
| | | | | | | |
| LT1027930 | 1995/02/28 | CONDOMINIUM LIEN | | *** COMPLETELY DELETED *** | INCOME TRUST COMPANY | |

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 |
|-----------|------------------------------|-------------------|-----------|---|---|---------------|
| LT1096184 | 1996/04/30 | DIS CONDO LIEN | | *** COMPLETELY DELETED *** YORK REGION CONDOMINIUM CORPORATION NO. 734 | | |
| | REMARKS: LT1027930 | | | | | |
| LT1185667 | 1997/06/20 | CHARGE | | *** COMPLETELY DELETED *** GREENBURG HOLDINGS LTD. | CIBC MORTGAGES INC. | |
| LT1185668 | 1997/06/20 | NOTICE | | *** COMPLETELY DELETED *** GREENBURG HOLDINGS LTD. | CIBC MORTGAGES INC. | |
| | REMARKS: LT1185667 AND RENTS | | | | | |
| LT1232163 | 1997/12/01 | DISCH OF CHARGE | | *** COMPLETELY DELETED *** INCOME TRUST COMPANY BY ITS LIQUIDATOR, COOPERS & LYBRAND LIMITED | | |
| | REMARKS: RE: LT882801 | | | | | |
| LT1261623 | 1998/04/14 | CHARGE | | *** COMPLETELY DELETED *** GREENBURG HOLDINGS LTD. | GRAZIANO, ERMINIO | |
| LT1442592 | 2000/01/07 | DISCH OF CHARGE | | *** COMPLETELY DELETED *** GRAZIANO, ERMINIO | | |
| | REMARKS: RE: LT1261623 | | | | | |
| LT1442593 | 2000/01/07 | TRANSFER | | *** COMPLETELY DELETED *** GREENBURG HOLDINGS LTD. | CASTELLI, SALVATORE CASTELLI, GIUSEPPA | |
| YR29277 | 2001/07/31 | DISCH OF CHARGE | | *** COMPLETELY DELETED *** CIBC MORTGAGES INC. | | |
| | REMARKS: RE: LT1185667 | | | | | |
| YR1102748 | 2007/12/14 | CHARGE | | *** COMPLETELY DELETED *** CASTELLI, GIUSEPPA CASTELLI, SALVATORE | ROYAL BANK OF CANADA | |
| YR1102749 | 2007/12/14 | NO ASSGN RENT GEN | | *** COMPLETELY DELETED *** CASTELLI, SALVATORE CASTELLI, GIUSEPPA | ROYAL BANK OF CANADA | |
| | REMARKS: YR1102748 | | | | | |
| YR1121137 | 2008/02/04 | TRANSFER | \$445,000 | CASTELLI, GIUSEPPA | 1120044 ONTARIO INC. | C |

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 |
|--|------------|-------------------|-----------|---|-------------------------------------|---------------|
| YR1121138 | 2008/02/04 | CHARGE | | CASTELLI, SALVATORE | | |
| YR1125294 | 2008/02/14 | DISCH OF CHARGE | | *** COMPLETELY DELETED *** 1120044 ONTARIO INC. | PAGE SAVINGS & CREDIT UNION LIMITED | |
| REMARKS: RE: YR1102748 | | | | | | |
| YR1230316 | 2008/09/25 | APL (GENERAL) | | *** COMPLETELY DELETED *** CEN, ANNA HONG YING | | |
| REMARKS: CERTIFICATE OF PENDING LITIGATION | | | | | | |
| YR1240297 | 2008/10/16 | CHARGE | \$30,000 | 1120044 ONTARIO INC. | MELNICK, ELIJAH MELNICK, RIVKA | C |
| YR1634596 | 2011/04/15 | CONDO LIEN/98 | | *** COMPLETELY DELETED *** YORK REGION CONDOMINIUM CORPORATION NO. 734 | | |
| YR1660641 | 2011/06/09 | APL AMEND ORDER | | *** COMPLETELY DELETED *** SUPERIOR COURT OF JUSTICE FAMILY COURT BRANCH | CEN, HONG YING | |
| REMARKS: DELETE YR1230316 | | | | | | |
| YR1898783 | 2012/10/16 | DIS CONDO LIEN | | *** COMPLETELY DELETED *** YORK REGION CONDOMINIUM CORPORATION NO. 734 | | |
| REMARKS: YR1634596. | | | | | | |
| YR1902119 | 2012/10/24 | CHARGE | \$795,000 | 1120044 ONTARIO INC. | ROYAL BANK OF CANADA | C |
| YR1902133 | 2012/10/24 | NO ASSGN RENT GEN | | 1120044 ONTARIO INC. | ROYAL BANK OF CANADA | C |
| REMARKS: YR1902119 | | | | | | |
| YR1902484 | 2012/10/24 | POSTPONEMENT | | MELNICK, ELIJAH MELNICK, RIVKA | ROYAL BANK OF CANADA | C |
| REMARKS: YR1240297 TO YR1902119 | | | | | | |
| YR1903316 | 2012/10/26 | DISCH OF CHARGE | | *** COMPLETELY DELETED *** PACE SAVINGS & CREDIT UNION LIMITED | | |
| REMARKS: YR1121138. | | | | | | |
| YR2590653 | 2016/12/05 | CONDO BYLAW/98 | | YORK REGION CONDOMINIUM CORPORATION NO. 734 | | C |
| REMARKS: BY-LAW NO. 5 | | | | | | |

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.



FORM 460 (Rev 03/2011)

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

ROYAL BANK OF CANADA LOAN AGREEMENT

DATE: September 4, 2012

| | |
|---|--------------------------|
| BORROWER: 1120044 ONTARIO INC. | SRF: 538304585 |
| ADDRESS (Street, City/Town, Province, Postal Code) Suite 24 160 Cidermill Avenue Concord, ON L4K 4K5 | |

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

CREDIT FACILITIES

Facility #1 Variable rate term facility in the amount of \$795,000.00. Repayable by consecutive monthly principal payments of \$2,650.00 plus interest based on a 300 month amortization. First payment is due 30 days from drawdown. This loan has a 12 month term and all outstanding principal and interest is payable in full at the end of the term. Interest rate: RBP+ 2.75% per annum. Interest payable monthly, in arrears, on the same day each period as determined by the Bank.

SECURITY

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

- General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower.
- Collateral mortgage in the amount of \$795,000.00 signed by the Borrower constituting a first fixed charge on the lands and improvements located at 160 Cidermill Avenue, Units 23 & 24, Concord, ON.
- Guarantee and postponement of claim on the Bank's form 812 in the amount of \$795,000.00 signed by RYT Hospitality Ltd.
- Guarantee and postponement of claim on the Bank's form 812 in the amount of \$795,000.00 signed by John Groscki CA Professional Corporation.
- Guarantee and postponement of claim on the Bank's form 812 in the amount of \$795,000.00 signed by John F. Groscki.
- Postponement and assignment of claim on the Bank's form 918 signed by John F. Groscki.
- Assignment of rents on the Bank's form 760 signed by the Borrower constituting a first ranking assignment of all rents arising from the lands and improvements located at 160 Cidermill Avenue, Units 23 & 24, Concord, ON.
- Certificate of insurance evidencing fire and other perils coverage on the property located at 160 Cidermill Avenue, Units 23 & 24, Concord, ON, showing the Bank as first mortgagee.

FEES

Arrangement fee of \$2,200.00 payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

ROYAL BANK OF CANADA LOAN AGREEMENT

This is Exhibit ^{"E"}..... referred to in the
affidavit of JAN DROS.....
sworn before me, this 20th..... Page 1 of 3
day of SEPTEMBER 2012.....


A COMMISSIONER FOR TAKING AFFIDAVITS

FINANCIAL COVENANTS

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

Reports providing evidence of compliance with the following must be provided on or before the date (the "Covenant Reporting Date") which is 120 days after the end of the applicable period identified below. Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower will:

- a) maintain on a combined basis for the Borrower, John Groscki CA Professional Corporation and RYT Hospitality Ltd., to be measured at the end of each fiscal year:
 - i) Debt Service Coverage of not less than 1.50:1.
 - ii) A ratio of Total Liabilities to Tangible Net Worth of not greater than 3.00:1.

REPORTING REQUIREMENTS

The Borrower will provide to the Bank:

- a) Annual review engagement financial statements for the Borrower, John Groscki CA Professional Corporation and RYT Hospitality Ltd., within 120 days of each fiscal year end.
- b) Biennial personal statement of affairs for all Guarantors, who are individuals, within 120 days of the end of every second fiscal year of the Borrower.
- c) Such other financial and operating statements and reports as and when the Bank may reasonably require.

OTHER INFORMATION/REQUIREMENTS

- 1. In no event will the Credit Facilities or any part thereof be available unless the Bank has received:
 - a) a Short Environmental Questionnaire completed by the Borrower in respect of the property located at 160 Cidermill Avenue, Units 23 & 24, Concord, ON, and containing findings satisfactory to the Bank.
- 2. No Borrowing under Facility #1 will be made available unless the Bank has received a copy of payout and discharge from Pace Credit Union in form and substance satisfactory to the Bank.

EVENTS OF DEFAULT

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

BUSINESS LOAN INSURANCE PLAN

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

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

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

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

STANDARD TERMS


The following standard terms have been provided to the Borrower:

- ☒ Form 472 (03/2011) Royal Bank of Canada Loan Agreement - Standard Terms
- ☐ Form 473 (10/2008) Royal Bank of Canada Loan Agreement - Margined Account Standard Terms
- ☒ Form 473A (03/2011) Royal Bank of Canada Loan Agreement - RBC Covarity Terms and Conditions
- ☒ Form 475 (11/2009) Royal Bank of Canada Loan Agreement - Financial Covenants Standard Terms
- ☐ Form 476 (09/2006) Royal Bank of Canada Loan Agreement - FEF Contract Standard Terms

ACCEPTANCE

This Agreement is open for acceptance until October 5, 2012, after which date it will be null and void, unless extended in writing by the Bank.

ROYAL BANK OF CANADA


Per: 
 Name: Jeff Price
 Title: Account Manager
 Phone: 416-512-1461

CONFIRMATION & ACCEPTANCE

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

Confirmed, accepted and agreed this 7th day of September, 2012.

1120044 ONTARIO INC.

Per: 
 Name: John Groscki
 Title: President

Per: _____
 Name: _____
 Title: _____

Per: _____
 Name: _____
 Title: _____

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The following set of standard terms is deemed to be included in and forms an integral part of the Royal Bank of Canada Loan Agreement which refers to standard terms with this document version date, receipt of which has been duly acknowledged by the Borrower. Terms defined elsewhere in this Agreement and not otherwise defined below have the meaning given to such terms as so defined. The Borrower agrees and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarity agree, with the Bank as follows:

GENERAL

This Agreement amends and restates, without novation, any existing credit or loan agreement between the Borrower and the Bank and any amendments thereto, (other than existing agreements for Other Facilities). Any credit facility existing under any such credit or loan agreement which is secured by security under section 427 of the *Bank Act* (Canada) (or any successor to such provision) is deemed to be continued and renewed, without novation, under the Credit Facilities. Any amount owing by the Borrower to the Bank under any such credit or loan agreement is deemed to be a Borrowing under this Agreement. This Agreement is in addition to, and not in replacement of, agreements for Other Facilities. Any and all Security that has been delivered to the Bank and which is included as Security in this Agreement shall remain in full force and effect, is expressly reserved by the Bank and shall apply in respect of all obligations of the Borrower under the Credit Facilities. The Bank expressly reserves all Security granted to the Bank by the Borrower to secure the Borrower's existing debt towards the Bank, should the execution of this Agreement effect a novation of said debt. Unless otherwise provided, all dollar amounts are in Canadian currency.

CONDITIONS PRECEDENT

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

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

AVAILABILITY

Revolving demand facilities: The Borrower may borrow, convert, repay and reborrow up to the amount of each revolving demand facility (subject to Margin where applicable) provided each facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

Term facilities: The Borrower may borrow up to the amount of each term facility provided these facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

LOAN REVOLVEMENT

If the Credit Facilities include a revolving demand facility by way of RBP and/or RBUSBR based loans, the Borrower shall establish a current account in Canadian currency, and, where RBUSBR based loans are made available, in US currency (each a "General Account") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank to ascertain the balance of any General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;
- b) where the facility is indicated to be Bank revolved, if such position is a credit balance, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;
- c) where this facility is indicated to be Borrower revolved, if such position is a credit balance, the Bank will apply repayments on such facility only if so advised and directed by the Borrower;
- d) Overdrafts and Bank revolved facilities by way of RBP Loans, or RBUSBR Loans, are not available on the same General Account.

REPAYMENT

- a) Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in or pursuant to this Agreement and shall be paid in the currency of the Borrowing. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day.
- b) Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment.
- c) In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand including, without limitation, an amount equal to the face amount of all LCs and LGs, if applicable, which are unmatured or unexpired, which amount shall be held by the Bank as security for the Borrower's obligations to the Bank in respect of such Borrowings.
- d) Where any Borrowings are repayable by scheduled blended payments of principal and interest, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding with any balance of such Borrowings being due and payable as and when specified in this Agreement. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be.
- e) Borrowings repayable by way of scheduled payments of principal plus interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement.
- f) For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the maturity date of the applicable Borrowings shall automatically be amended accordingly.
- g) Without limiting the right of the Bank to terminate or demand payment of or to cancel or restrict availability of any unused portion of any revolving demand tender loan facility, Borrowings by way of tender loans shall be repaid (i) if the tender is not accepted, by returning the relevant draft, or certified cheque, if applicable, to the Bank for cancellation or (ii) if the tender is accepted, by returning the relevant draft, or certified cheque, if applicable, once letters of guarantee or performance bonds are arranged. In the event such draft, or certified cheque, if applicable, is presented for payment, the amount of the draft, or certified cheque, if applicable, will be converted to an RBP based loan with an interest rate of RBP plus 5% per annum.
- h) Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.
- i) Except for Borrowings secured by a mortgage, any amount that is not paid when due hereunder shall bear interest until paid at the rate of RBP plus 5% per annum or, in the case of an amount in US currency if applicable, RBUSBR plus 5% per annum. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity, demand and judgement. For Borrowings secured by a mortgage, any amount that is not paid when due hereunder shall bear interest until paid at the same rate as the interest rate applicable to the principal amount of the Borrowings as specified in this Agreement.
- j) In the case of any reducing term loan and/or reducing term facility ("Reducing Term Loan/Facility"), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter ("Renewal Letter") to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before

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the maturity date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

PREPAYMENT

Where Borrowings under any term facility are by way of RBP and/or RBUSBR based loans, the Borrower may prepay such Borrowings in whole or in part at any time without fee or premium. Where Borrowings under any term facility are at a fixed interest rate, provided an Event of Default shall not have occurred and be continuing, the Borrower may prepay such Borrowings on a non-cumulative basis up to the percentage indicated in this Agreement of the outstanding principal balance on the day of prepayment, without fee or premium, once per year during the 12 month period from each anniversary date of the Borrowing. Prepayments greater than the amounts provided for herein may be made only with the prior written consent of the Bank and will be subject to a prepayment fee determined by the Bank, in its sole discretion. The prepayment of any Borrowings under a term facility will be made in the reverse order of maturity.

EVIDENCE OF INDEBTEDNESS

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

CALCULATION AND PAYMENT OF INTEREST AND FEES

- a) The Borrower shall pay interest on each Overdraft, RBP and/or RBUSBR based loan monthly in arrears on the same day of each month as determined by the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.
- b) The Borrower shall pay interest on each fixed and/or variable rate term facility in arrears at the applicable rate on such date as agreed upon between the Bank and the Borrower. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.
- c) The Borrower shall pay an LC fee on the date of issuance of any LC calculated on the face amount of the LC issued, based upon the number of days in the term and a year of 365 days. If applicable, fees for LCs issued in US currency shall be paid in US currency.
- d) The Borrower shall pay LG fees in advance on a quarterly basis calculated on the face amount of the LG issued and based on the number of days in the upcoming quarter or remaining term thereof and a year of 365 days. LG fees are non-refundable. If applicable, fees for LGs issued in US currency shall be paid in US currency.
- e) Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity, demand and judgement.
- f) The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law.
- g) The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

FEES, COSTS AND EXPENSES

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

GENERAL COVENANTS

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

- a) will pay all sums of money when due under the terms of this Agreement;
- b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security or any Event of Default;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;
- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under this Agreement;
- h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- i) will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- j) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- k) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- l) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of business combination with any other Person;

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- m) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any person regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank;
- o) to accelerate repayment of Borrowings under applicable Facilities to match the remaining period of the operation of the quota system in the event the World Trade Organization or other governing body rule to force a significant reduction or elimination of the quota system as presently structured; and
- p) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

GENERAL INDEMNITY

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

AMENDMENTS AND WAIVERS

No amendment or waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof.

SUCCESSORS AND ASSIGNS

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank.

GAAP

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

SEVERABILITY

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

DEFAULT BY LAPSE OF TIME

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower in default thereof.

SET-OFF

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

CONSENT OF DISCLOSURE

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

JOINT AND SEVERAL / SOLIDARY

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

EVENTS OF DEFAULT

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each of the following shall constitute an "Event of Default" which shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

- a) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;
- b) failure of the Borrower, or any Guarantor if applicable, to observe any covenant, term or condition or provision contained in this Agreement, the Security or any other agreement delivered to the Bank or in any documentation relating hereto or thereto;
- c) the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
- e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership structure or composition or operation of the Borrower, or any Guarantor if applicable;

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- f) if any representation or warranty made by the Borrower in any document relating hereto or under any Security shall be false in any material respect; or
- g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

LETTERS OF CREDIT AND/OR LETTERS OF GUARANTEE

Borrowings made by way of LCs and/or LGs will be subject to the following terms and conditions:

- a) each LC and/or LG shall expire on a Business Day and shall have a term of not more than 365 days;
- b) at least 2 Business Days prior to the issue of an LC and/or LG, the Borrower shall execute a duly authorized application with respect to such LC and/or LG and each LC and/or LG shall be governed by the terms and conditions of the relevant application for such contract. If there is any inconsistency at any time between the terms of this Agreement and the terms of the application for LC and/or LG, the terms of the application for the LC and/or LG shall govern; and
- c) an LC and/or LG may not be revoked prior to its expiry date unless the consent of the beneficiary of the LC and/or LG has been obtained.
- d) LC and/or LG fees and drawings will be charged to the Borrower's accounts.

EXCHANGE RATE FLUCTUATIONS

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

LANGUAGE

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

WHOLE AGREEMENT

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

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province in which the branch of the Bank, which is the Borrower's branch of account, is located, and the laws of Canada applicable therein, as the same may from time to time be in effect. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

NOTICES

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

ELECTRONIC MAIL AND FAX TRANSMISSION

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

ELECTRONIC IMAGING

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

DEFINITIONS

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

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

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

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

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

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

ROYAL BANK OF CANADA LOAN AGREEMENT – STANDARD TERMS

FORM 472 (Rev 03/2016)

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

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

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

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

"Letter of Credit" or "LC" means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of paying suppliers of goods;

"Letter of Guarantee" or "LG" means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of providing security to a third party that the Borrower or a person designated by the Borrower will perform a contractual obligation owed to such third party;

"Margin" or "Margined" means that the availability of Borrowings under the credit facilities will be based on the Borrower's level of accounts receivable, inventory and Potential Prior Ranking Claims as determined by reference to regular reports provided to the Bank by the Borrower;

"Overdraft" means advances of credit by way of debit balances in the Borrower's current account;

"Other Facilities" means credit facilities that the Borrower has with the Bank other than and in addition to as provided under this Agreement. Other Facilities are constituted under separate agreements between the Borrower and the Bank and are governed by this Agreement and such separate agreements. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will prevail. Other Facilities may include but are not limited to Canada Small Business Financing Loans, Canadian Agricultural Loans, Leases, Commercial Mortgages, Royfarm Mortgage Loans and Business Vehicle Solutions Loans and/or Contracts. Other Facilities do not include Visa even though Visa facilities are constituted under separate agreements;

"Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof including Canada Revenue Agency, and any other incorporated or unincorporated entity;

"Policy" means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank;

"Potential Prior-Ranking Claims" means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

"RBP" and "Royal Bank Prime" each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

"RBUSSR" and "Royal Bank US Base Rate" each means the annual rate of interest announced by the Bank from time to time as a reference rate then in effect for determining interest rates on commercial loans made in US currency in Canada;

"Release" includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

"US" means United States of America.



FORM 484 (Rev 12/2014)

ROYAL BANK OF CANADA AMENDING AGREEMENT

DATE: August 21, 2015

| | |
|--|--------------------------|
| BORROWER: 1120044 ONTARIO INC. | SRF: 538304585 |
| ADDRESS (Street, City/Town, Province, Postal Code) Suite 24, 160 Cidermill Avenue Concord, ON L4K 4K5 | |

Royal Bank of Canada (the "Bank") hereby confirms to the undersigned borrower (the "Borrower") the following amendments to the loan agreement dated September 4, 2012, and any previous amendments thereto, between the Borrower and the Bank (the "Agreement"):

1. Under the Credit Facilities section of the Agreement, Facility #2 is added as follows:

Facility #2 Variable rate term facility in the amount of \$795,000.00. Repayable by consecutive monthly principal payments of \$2,978.00 plus interest based on a 267 month amortization. First payment is due 30 days from drawdown. This loan has a 12 month term and all outstanding principal and interest is payable in full at the end of the term. Interest rate: RBP+ 2.75% per annum. Interest payable monthly, in arrears, on the same day each period as determined by the Bank.

2. The Fees section of the Agreement is amended and restated as follows:

FEES**Renewal Fee:**

If the Bank renews or extends any term facility or term loan beyond its maturity date, an additional renewal fee may be payable in connection with any such renewal in such amount as the Bank may determine and notify the Borrower.

OTHER INFORMATION/REQUIREMENTS

Proceeds of the initial Borrowing under Facility #2 shall be utilized to repay in full all amounts owing under Facility #1, and Facility #1 is immediately then cancelled.

BUSINESS LOAN INSURANCE PLAN

The Borrower acknowledges that the Bank has offered it insurance on the Borrowings under the Business Loan Insurance Plan Policy 51000 ("Policy") issued by the Sun Life Assurance Company of Canada to the Bank and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased amount for the Borrowings that may be eligible.

Should the Borrower decide to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 Eng or 53460 Fr). However, should the Borrower decide not to apply, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the offer.

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

Business Loan Insurance Plan premiums, if applicable, are taken with your scheduled loan payments. In the case of blended payments of principal and interest, as premiums fluctuate based on various factors such as, by way of example, the age of the insured and changes to the insured loan balance, a part of the premium payment may be deducted and taken from the scheduled blended loan payment with the result that the amortization period may increase. In the case of any loan to which this coverage applies. Refer to the Business Loan Insurance Plan application for further explanation and disclosure.

OTHER TERMS AND CONDITIONS

- a) All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement;
- b) All other terms and conditions of the Agreement including those contained in the standard terms provided therewith, remain in full force and effect; and
- c) The effectiveness of the terms hereof is conditional upon receipt of a duly executed copy of this amending agreement.

STANDARD TERMS

The following standard terms have been provided to the Borrower;

[X] Form 472 (12/2014) Royal Bank of Canada Loan Agreement - Standard Terms

[X] Form 475 (05/2013) Royal Bank of Canada Loan Agreement - Financial Covenants Standard Terms

ACCEPTANCE

This amending agreement is open for acceptance until September 25, 2015, after which date it will be null and void, unless extended in writing by the Bank.

ROYAL BANK OF CANADA

Per: 
 Name: Jeff Price
 Title: Senior Account Manager

/s/

ACKNOWLEDGEMENT & ACCEPTANCE

Acknowledged and accepted this 24th day of Aug, 20 15

1120044 ONTARIO INC.

Per: 
 Name: John Crook
 Title: President

Per: _____
 Name: _____
 Title: _____

Per: _____
 Name: _____
 Title: _____



FORM 484 (Rev 03/2016)

ROYAL BANK OF CANADA AMENDING AGREEMENT

DATE: December 20, 2016

| | |
|---|--------------------------|
| BORROWER: 1120044 ONTARIO INC. | SRF: 538304585 |
| ADDRESS (Street, City/Town, Province, Postal Code) Suite 24 160 Cidermill Avenue Concord, ON L4K 4K5 | |

Royal Bank of Canada (the "Bank") hereby confirms to the undersigned borrower (the "Borrower") the following amendments to the loan agreement dated September 4, 2012, and any previous amendments thereto, between the Borrower and the Bank (the "Agreement"):

1. Amendments to Credit Facilities under the Agreement:

- a) The interest rate applied to Facility #2 is amended to read RBP + 1.85% per annum.

BUSINESS LOAN INSURANCE PLAN

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

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

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

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

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

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the

* Registered trademark of Royal Bank of Canada.

premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

OTHER TERMS AND CONDITIONS

- a) All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement;
- b) All other terms and conditions of the Agreement including those contained in the standard terms provided therewith, remain in full force and effect; and
- c) The effectiveness of the terms hereof is conditional upon receipt of a duly executed copy of this amending agreement.

STANDARD TERMS

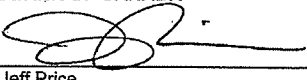
The following standard terms have been provided to the Borrower:

- ☒ Form 472 (03/2016) Royal Bank of Canada Loan Agreement - Standard Terms
- ☐ Form 473 (05/2013) Royal Bank of Canada Loan Agreement - Margined Account Standard Terms
- ☐ Form 473A (03/2011) Royal Bank of Canada Loan Agreement - RBC Covarity Terms and Conditions
- ☐ Form 475 (05/2013) Royal Bank of Canada Loan Agreement - Financial Covenants Standard Terms
- ☐ Form 476 (05/2013) Royal Bank of Canada Loan Agreement - FEF Contract Standard Terms

ACCEPTANCE

This amending agreement is open for acceptance until January 20, 2017, after which date it will be null and void, unless extended in writing by the Bank.

ROYAL BANK OF CANADA


Per: 
 Name: Jeff Price
 Title: Account Manager

Jemb

ACKNOWLEDGEMENT & ACCEPTANCE

Acknowledged and accepted this 15th day of February, 2017.

1120044 ONTARIO INC.

Per: 
 Name: John Grosche
 Title: President.

Per: _____
 Name: _____
 Title: _____

Per: _____
 Name: _____
 Title: _____

* Registered trademark of Royal Bank of Canada.

GENERAL SECURITY AGREEMENT

E-FORM 924 03/2008

1. SECURITY INTEREST

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

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

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

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

2. INDEBTEDNESS SECURED

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

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

- (a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;
- (b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;
- (c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

This is Exhibit FF referred to in the
affidavit of TAN ORUS
sworn before me, this 20th
day of SEPTEMBER 2019


A COMMISSIONER FOR TAKING AFFIDAVITS

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

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

4. COVENANTS OF THE DEBTOR

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

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

(b) to notify RBC promptly of:

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

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

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

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

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

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

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

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

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

5. USE AND VERIFICATION OF COLLATERAL

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

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

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

8. INCOME FROM AND INTEREST ON COLLATERAL

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

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

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

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

(i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;

(ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

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

10. DISPOSITION OF MONEY

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

11. EVENTS OF DEFAULT

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

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

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

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

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

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

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

12. ACCELERATION

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

13. REMEDIES

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

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

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

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

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

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

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

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

14. MISCELLANEOUS

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

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

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

E-FORM 924 (03/2008)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. COPY OF AGREEMENT

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

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

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

INDIVIDUAL DEBTOR

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

BUSINESS DEBTOR

| | | | |
|--|-----------------|----------------|------------------------|
| NAME OF BUSINESS DEBTOR 1120044 ONTARIO INC. | | | |
| ADDRESS OF BUSINESS DEBTOR 160 CIDERMILL AVENUE SUITE 24 | CITY CONCORD | PROVINCE ON | POSTAL CODE L4K 4K5 |

TRADE NAME (IF APPLICABLE)

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

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 7th day of September, 2012.

1120044 ONTARIO INC.

WITNESS
J. Price, CAM

John Groszeki, President

Seal

WITNESS

Seal

BRANCH ADDRESS

YORK BUSINESS SERVICE
260 EAST BEAVER CREEK RD
RICHMOND HILL, ON
L4B 3M3

E-FORM 924 (03/2008)

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"**1. Locations of Debtor's Business Operations**

SUITE 24
160 CIDERMILL AVENUE
CONCORD
ON L4K4K5

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

Same as above

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

Same as above

076

E-FORM 924 (03/2008)

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

077

LRO # 85 Charge/Mortgage

Received as YR1902119 on 2012 10 24 at 11:19

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

yyyy mm dd Page 1 of 2

Properties

PIN 29265 - 0023 LT Interest/Estate Fee Simple
 Description UNIT 23, LEVEL 1, YORK REGION CONDOMINIUM PLAN NO. 734 ; BLK 25 PL 65M2611, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT678865 ; VAUGHAN
 Address 23 UNIT
 160 CIDERMILL AVENUE
 VAUGHAN

PIN 29265 - 0024 LT Interest/Estate Fee Simple
 Description UNIT 24, LEVEL 1, YORK REGION CONDOMINIUM PLAN NO. 734 ; BLK 25 PL 65M2611, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT678865 ; VAUGHAN
 Address 24 UNIT
 160 CIDERMILL AVENUE
 VAUGHAN

Chargor(s)

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

Name 1120044 ONTARIO INC.
 Address for Service 160 Cidermill Avenue, Suite 24
 Concord, Ontario
 L4K 4K5

I, John Groscki, President, have the authority to bind the corporation.

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

**Chargee(s)**

Capacity

Share

Name ROYAL BANK OF CANADA
 Address for Service Business Service Centre
 38 York Mills Road, 4th Floor
 Toronto, Ontario
 M2P 0A4

Provisions

Principal \$ 795,000.00 Currency CDN
 Calculation Period
 Balance Due Date
 Interest Rate Prime + 5.0%
 Payments
 Interest Adjustment Date
 Payment Date
 First Payment Date
 Last Payment Date
 Standard Charge Terms 20015
 Insurance Amount full insurable value
 Guarantor N/A

RECEIVED AS IS

This is Exhibit 19 referred to in the
 affidavit of JAN DROS
 sworn before me, this 20TH
 day of SEPTEMBER 2019

.....
 COMMISSIONER FOR TAKING AFFIDAVITS

LRO # 65 Charge/Mortgage

Received as YR1902119 on 2012 10 24 at 11:19

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

yyyy mm dd Page 2 of 2

Signed By

John Robert Hall

135 Queens Plate Drive Suite 600
Etobicoke
M9W 6V7acting for
Chargor(s)

Signed

2012 10 24

Tel 416-746-4710

Fax 4167468319

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

Submitted By

Loopstra Nixon LLP

135 Queens Plate Drive Suite 600
Etobicoke
M9W 6V7

2012 10 24

Tel 416-746-4710

Fax 4167468319

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Charge Client File Number:

RBKC001



RBC
Royal Bank



E-FORM 964 (03/2003)

CHARGE TERMS

LAND REGISTRATION REFORM ACT
SET OF STANDARD CHARGE TERMS
FOR ELECTRONIC DOCUMENTS
(COLLATERAL CHARGES)

ROYAL BANK OF CANADA
ROYAL TRUST CORPORATION OF CANADA

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CHARGE TERMS

LAND REGISTRATION REFORM ACT

L-FORM 264 (03/2003)

SET OF STANDARD CHARGE TERMS
FOR ELECTRONIC DOCUMENTS
(COLLATERAL CHARGES)ROYAL BANK OF CANADA
ROYAL TRUST CORPORATION OF CANADAFiled by:
ROYAL BANK OF CANADA and
ROYAL TRUST CORPORATION OF CANADAFiling Date: June 28, 2001
Filing Number: 20015

The following set of standard charge terms shall apply to electronic documents submitted for registration under Part III of the *Land Registration Reform Act*, R.S.O. 1990, c.L.4, as amended (the "Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this set of standard charge terms is referred to by its filing number, as provided in Section 9 of the Land Registration Reform Act.

Any charge in an electronic format of which this set of standard charge terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the "Charge". Whenever reference is made in this set of standard charge terms to the Charge it shall include this set of standard charge terms and all terms and provisions of this set of standard charge terms.

Any reference to the "Computer Field" in the Charge means a computer data entry field in a charge registered pursuant to Part III of the Land Registration Reform Act into which the terms and conditions of the Charge may be inserted.

1. CHARGE

The chargor or chargors indicated in the Computer Field of the Charge entitled "Chargor" (the "Chargor") charges the lands and premises indicated in the Computer Field of the Charge entitled "Description" (the "Charged Premises") with the payment to the chargee indicated in the Computer Field of the Charge entitled "Chargee" (the "Chargee") of the principal and interest and all other monies secured by the Charge upon the terms as set out in the Charge.

2. COLLATERAL SECURITY

The Chargor has at the request of the Chargee agreed to give the Charge as a continuing collateral security for payment and satisfaction to the Chargee of all obligations, debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, at any time owing by the Chargor to the Chargee incurred or arising either before or after the delivery for registration of the Charge and whether incurred by or arising from agreement or dealings between the Chargor and the Chargee or from any agreement or dealings with any third party by which the Chargee may be or become in any manner whatsoever a creditor of the Chargor or however otherwise incurred or arising anywhere within or outside Canada and whether the Chargor be bound alone or with another or others and whether as principal or surety 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 (such obligations, debts and liabilities being herein called the "Liabilities"). It is agreed by the Chargor and the Chargee that the Charge at any one time will secure only that portion of the aggregate principal component of the Liabilities outstanding at such time which does not exceed the sum set out in the Computer Field in the Charge entitled "Principal" (herein called the "Principal Amount"), together with any interest or compound interest accrued on the portion of the Principal Amount outstanding at such time at the Charge Rate, as hereinafter defined, plus such costs and expenses to which the Chargee is entitled pursuant to the Charge.

3. COVENANTS REGARDING LIABILITIES

The Chargor and the Chargee agree as follows:

(a) That the Chargor covenants to pay to the Chargee each and every amount, indebtedness, liability and obligation forming part of the Liabilities in the manner agreed to in respect of such amount, indebtedness, liability or obligation.

(b) That no part of the Liabilities existing at the date of the Charge or incurred or arising thereafter, shall be deemed to be unsecured by the Charge.

(c) That the Charge is and shall be a continuing collateral security to the Chargee for the amount of the Liabilities and interest and costs as provided in the Charge and shall be deemed to be taken as security for the ultimate balance of the Liabilities; and the Charge shall not, nor shall anything therein contained operate so as to create any mortgage or discharge of any debt owing to the Chargee or of any lien, bond, promissory note, bill of exchange or other security held by the Chargee either before or after registration of the Charge from the Chargor or from any other person or persons and the Charge shall not in any way prejudicially affect any security held either before or after the registration of the Charge by the Chargee for the Liabilities or any part thereof, or the liability of any endorser or any other person or persons upon any such lien, bond, bill of exchange, promissory note or other security or contract or any renewal or renewals thereof held by the Chargee for or on account of the Liabilities or any part or parts thereof, nor shall the remedies of the Chargee in respect thereof be prejudiced or delayed in any manner whatsoever by the taking of the Charge.

(d) That any and all payments made in respect of the Liabilities and interest and the monies or other proceeds realized from the sale of any securities held therefor, including the Charge, may be applied and reapplied notwithstanding any previous application on such part or parts of such Liabilities or interest as the Chargee may see fit or may be held unappropriated in a separate collateral account for such time as the Chargee may see fit.

(e) That the Chargee may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities and guarantees from and give the same and any and all existing securities and guarantees up to, may abstain from taking securities or guarantees from or from perfecting securities or guarantees of, may accept compositions from and may otherwise deal with the Chargor and all other persons, securities and guarantees as the Chargee may see fit without prejudicing the rights of the Chargee under the Charge.

(f) That the taking of judgment in respect of the Liabilities or any instrument or instruments now or hereafter representing or evidencing the Liabilities or under any of the covenants in the Charge or in any such instrument contained or implied shall not operate as a merger of the Liabilities or such instrument, instruments or covenants, nor affect the Chargee's right to interest at the rate and times provided in the Charge, nor affect nor prejudice any rights or remedies given to the Chargee by the terms of the Charge.

4. INTEREST

(a) VARIABLE INTEREST RATE

If the interest rate indicated in the Computer Field of the Charge entitled "Rate" is based upon the Prime Rate, as hereinafter defined, the rate of interest chargeable on the Principal Amount is a rate equal to the Prime Rate per annum as the same will vary from time to time, plus the number of percentage points per annum, if any, indicated in the Computer Field of the Charge entitled "Rate" (the "Variable Interest Rate") and shall be payable monthly, and calculated monthly, not in advance, as well after as before maturity of the Charge, and both before and after default and judgment until paid.

The Variable Interest Rate will vary automatically, without notice to the Chargor, each time there is a change in the Prime Rate. The Variable Interest Rate will always be the Prime Rate plus the number of percentage points per annum, if any, indicated in the Computer Field of the Charge entitled "Rate", payable monthly and calculated monthly, not in advance, as well after as before maturity of the Charge and both before and after default and judgment until paid.

"Prime Rate" means the annual rate of interest announced from time to time by the Chargee being a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada. In the event that it may be necessary at any time for the Chargee to prove the Prime Rate applicable as at any time or times, it is agreed that the certificate in writing of the Chargee setting forth the Prime Rate as at any time or times shall be deemed to be conclusive evidence as to the Prime Rate as set forth in the said certificate.

(b) FIXED INTEREST RATE

If the interest rate indicated in the Computer Field of the Charge entitled "Rate" is a specified annual percentage not based on the Prime Rate (the "Fixed Interest Rate"), the rate of interest chargeable on the Principal Amount is that Fixed Interest Rate per annum, payable monthly, and calculated monthly, as well after as before maturity of the Charge, and both before and after default and judgment until paid.

(c) For the purposes of the Charge the Fixed Interest Rate or the Variable Interest Rate, as the case may be, are hereinafter referred to as the "Charge Rate". Whenever reference is made to the Charge Rate it shall mean the rate of interest indicated in the Computer Field of the Charge entitled "Rate", and interest shall be calculated and payable as set out in the Charge.

5. DEFEASANCE

The provisions relating to defeasance contained in subsection 6(2) of the Land Registration Reform Act, shall be and are hereby expressly excluded from the terms of the Charge.

Provided the Charge shall be void upon the Chargor paying on demand to the Chargee the ultimate balance of the Liabilities, such balance not to exceed the Principal Amount, and all promissory notes, bills of exchange and any other instruments whatsoever from time to time representing the Liabilities or any part thereof, together with interest thereon either: a) where the Charge provides for a Variable Interest Rate, at the Variable Interest Rate per annum, calculated and payable monthly as well after as before maturity, default and judgment, with interest on overdue interest at the Charge Rate; or b) where the Charge provides for a Fixed Interest Rate, at the Fixed Interest Rate per annum, calculated and payable monthly as well after as before maturity, default and judgment, with interest on overdue interest at the same rate as on the Principal Amount and all other amounts payable by the Chargor under the Charge and paying any taxes, rates, levies, charges or assessments upon the Charged Premises no matter by whom or what authority imposed and observing and performing all covenants, provisions and conditions contained in the Charge.

6. COMPOUND INTEREST

It is agreed that if default shall be made in payment of any sum to become due for interest at any time appointed for payment thereof, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, shall bear interest at the Charge Rate, and in case the interest and compound interest are not paid on the next payment date after the date of default a rest shall be made, and compound interest at the rate aforesaid shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the Charged Premises and shall be secured by the Charge.

7. TAXES

With respect to municipal taxes, school taxes and local improvement rates (hereinafter referred to as "taxes") chargeable against the Charged Premises, it is mutually agreed between the parties to the Charge that:

(a) The Chargee may deduct from any advance of monies to the Chargor an amount sufficient to pay the taxes which have become or will become due and payable at the date of such advance and are unpaid at the date of such advance.

(b) The Chargor shall pay to the Chargee in monthly instalments on the dates on which instalments of principal and interest are payable under the Charge, sums sufficient to enable the Chargee to pay the whole amount of taxes on or before the due date for payment thereof or, if such amount is payable in instalments, on or before the due date for payment of the first instalment of taxes.

(c) Where the period between the date of the advance and the end of the calendar year is less than one year the Chargor shall pay to the Chargee in equal monthly instalments, during such period and during the next succeeding 12 months period, an amount estimated by the Chargee to be sufficient to pay, on or before the expiration of the said 12 months period, all taxes which shall become due and payable during the said two periods and during the balance of the year in which the said 12 months period expires; and the Chargor shall also pay to the Chargee on demand the amount, if any, by which the actual taxes exceed such estimated amount.

(d) Except as provided in the last preceding clause, the Chargor shall, in each and every month, pay to the Chargee one-twelfth of the amount (as estimated by the Chargee) of the taxes next becoming due and payable; and the Chargor shall also pay to the Chargee on demand the amount, if any, by which the said actual taxes exceed such estimated amount.

(e) The Chargee shall allow the Chargor interest on the average monthly balances standing in the Charge account from time to time to the credit of the Chargor for payment of taxes at a rate per annum, and at such times, as the Chargee may determine in its sole discretion; and the Chargor shall be charged interest at the Charge Rate, on the debit balance, if any, in the Charge account outstanding after payment of taxes by the Chargee, until such debit balance is fully repaid.

(f) The Chargor shall reimburse the Chargee, on demand, for any fees paid or charges incurred by the Chargee to a municipality or other tax authority from time to time in connection with the administration of the tax account, including any fees or charges for the obtaining of information or searches or certificates in respect thereof, or the payment of taxes in any manner and the Chargor authorizes the Chargee to deduct the amount of such fees or charges from the tax account.

The Chargee agrees to apply the foregoing deductions and payments to the taxes chargeable against the Charged Premises so long as the Chargor is not in default under any covenant, proviso or agreement contained in the Charge, but nothing contained in the Charge shall obligate the Chargee to apply such payments on account of taxes more often than yearly. Provided, however, that if, before any sum or sums so paid to the Chargee shall have been so applied, there shall be default by the Chargor in respect of any payment of principal or interest as provided in the Charge, the Chargee may apply such sum or sums in or towards payment of the principal and or interest in default. The Chargor further covenants and agrees to transmit to the Chargee the assessment notices, tax bills and other notices affecting the imposition of taxes forthwith after the receipt of same by the Chargor.

Notwithstanding the provisions set out in this section, the Chargee may elect not to require payment of taxes to it in which case the Chargor will pay all taxes as they fall due and will provide the Chargee with receipts confirming payment of same as the Chargee may require.

B. DEEMED COVENANTS EXCLUDED

The covenants deemed to be included in a charge by subsection 7(l) of the Land Registration Reform Act, shall be and are hereby expressly excluded from the terms of the Charge.

C. COVENANTS IN LIEU OF STATUTORY COVENANTS

The Chargor does hereby covenant, promise and agree to end with the Chargee as follows:

(a) To Pay and Observe Covenants

That the Chargor shall pay or cause to be paid to the Chargee, without deduction or abatement, the Principal Amount secured by the Charge with interest at the Charge Rate at the times and in the manner limited for payment thereof in the Charge, and shall do, observe, perform, fulfil and keep all the provisions, covenants, agreements and stipulations particularly set forth in the Charge, and, without limitation, shall pay any taxes, rates, levies, charges or assessments including, without limitation, utility charges, upon the Charged Premises or in respect thereof, no matter by whom or by what authority imposed, which the Chargee has paid or has been rendered liable to pay and shall also pay all other sums as the Chargee may be entitled to under the Charge.

(b) For Good Title

That the Chargor, at the time of delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible title in fee simple to the Charged Premises free of any trusts, reservations, limitations, provisos or conditions (except those contained in the original grant thereof from the Crown) or any other matter or thing to alter, charge, change, encumber or defeat the same.

(c) Right to Charge

That the Chargor has good right, full power and lawful and absolute authority to charge the Charged Premises with their appurtenances unto the Chargee in the manner set out in the Charge.

(d) Quiet Possession on Default

That from and after default in the payment of the Principal Amount, or the interest thereon, or any part thereof, or in the doing, observing, performing, fulfilling or keeping of one or more of the provisions, agreements or stipulations contained in the Charge, contrary to the true intent and meaning thereof, then in every such case, it shall be lawful for the Chargee, peaceably and quietly to enter into, have, hold, use, occupy, possess and enjoy the Charged Premises or the lands and premises intended to be charged by the Charge, with their appurtenances, without the let, suit, hindrance, interruption or denial of the Chargor, or any other person or persons whomsoever, free and clear of all arrears of taxes and assessments whatsoever due or payable upon or in respect of the Charged Premises or any part thereof and of and from all former conveyances, mortgages, charges, rights, annuities, debts, executions and recognizance and of any other charges or encumbrances whatsoever.

(e) Further Assurances

That from and after default shall happen to be made of or in the payment of the Principal Amount then outstanding, or the interest thereon, or any part of the Principal Amount or interest, as set forth in the Charge or of or in the doing, observing, performing, fulfilling or keeping of some one or more of the provisions, agreements or stipulations in the Charge contrary to the true intent and meaning thereof, then and in every such case the Chargor, and all and every person or persons whatsoever having, or lawfully claiming, or who shall or may have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the Charged Premises by, from, under or in trust for the Chargor, shall and will, from time to time, and at all times thereafter, make, do, suffer and execute, deliver, authorize and register or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devices, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying, charging and assuring the Charged Premises unto the Chargee, as by the Chargee, or its solicitor shall or may be lawfully and reasonably devised, advised, or required.

(f) Done No Act to Encumber

That the Chargor has not at any time heretofore made, done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby the Charged Premises or the premises intended to be charged by the Charge, or any part thereof, are, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate, or otherwise howsoever.

(g) Insurance

- i) That the Chargor will forthwith insure and during the continuance of the Charge keep insured in favour of the Chargee against loss or damage by fire, lightning, windstorm, hail, earthquake, explosion, impact, vandalism, malicious acts, civil disturbance or riot, smoke, falling objects and other risks, hazards and perils which the Chargee might require to the full extent of their replacement cost in lawful money of Canada, each and every building on the Charged Premises and which may hereafter be erected thereon, both during erection and thereafter, and all fixtures as hereinafter defined or referred to, and all other risks, hazards and perils of any nature or kind which the Chargee might require depending on the nature of the Charged Premises or the use thereof, with a company or companies approved by the Chargee and shall pay all premiums and sums of money necessary for such purpose as the same shall become due; each policy of insurance shall provide that loss, if any, shall be payable to the Chargee as its interest may appear, subject to a standard form of mortgage clause or other mortgage clause approved by the Chargee and the Chargor will forthwith assign, transfer and deliver over unto the Chargee the policy of insurance and receipts thereto appertaining; and if the Chargor shall neglect to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or to produce to the Chargee at least fifteen days before the termination of any insurance, evidence of renewal thereof, the Chargee shall be entitled, but shall not be obliged, to insure the said buildings or any of them, and if the Chargee shall pay any premiums or sums of money for insurance for the Charged Premises or any part thereof the amount of such payment shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate from the time of such payments and shall be payable at the time appointed for the next ensuing payment of interest on the said debt; and the Chargor shall forthwith on the happening of any loss or damage, furnish at the Chargor's own expense all necessary proofs and do all necessary acts to enable the Chargee to obtain payment of the insurance monies and the production of a printed copy of the Charge shall be sufficient authority for the said insurance company to pay any such loss to the Chargee, and the said insurance company is hereby directed thereupon to pay the same to the Chargee; and any insurance monies received may, at the option of the Chargee, be applied in rebuilding, reinstating or repairing the Charged Premises or be paid to the Chargor or any other person appearing by the registered title to be or to have been the owner of the Charged Premises or be applied or paid partly in one way and partly in another, or it may be applied, in the sole discretion of the Chargee, in whole or in part on account of the amounts secured by the Charge or any part thereof whether due or not then due.

- (ii) If the Charged Premises are part of a Condominium the insurance provisions set out in paragraph (i) above will not apply and the following will apply to the Charge:

That the Chargor or the Condominium Corporation or both of them will forthwith insure and during the continuance of the Charge keep insured in favour of the Chargee against loss or damage by fire, lightning, windstorm, hail, explosion, impact, vandalism, malicious acts, earthquake, civil disturbance or riot, smoke, falling objects and other risks, hazards and perils which the Chargee might require to the full extent of their replacement cost in lawful money of Canada, each and every building on the said land and which may hereafter be erected thereon, both during erection and thereafter and all fixtures as hereinafter defined or referred to and all other risks, hazards and perils of any nature or kind which the Chargee might require depending on the nature of the Charged Premises or the use thereof, with a company or companies approved by the Chargee; and the Chargor will forthwith assign, transfer and deliver unto the Chargee the policy or policies of insurance and receipts thereof appertaining and if the Chargor or Condominium Corporation or both of them shall neglect to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or produce to the Chargee at least fifteen days before the termination of any insurance, evidence of renewal thereof the Chargee shall be entitled but shall not be obligated to insure the said buildings or any of them; and the Chargor or the Condominium Corporation or both of them shall forthwith on the happening of any loss or damage comply fully with the terms of the policies of insurance and, without limiting the generality of the obligation of the Chargor to observe and perform all the duties and obligations imposed on him by the Condominium Act, R.S.O. 1990, c.C.26, as amended or replaced (the "Condominium Act") and by the Declaration and By-laws of the Condominium Corporation as hereinafter provided, shall comply with the insurance provisions of the Declaration; and the Chargor as a member of the Condominium Corporation shall seek the full compliance by the Condominium Corporation of the aforementioned covenants.

10. RELEASE

The Chargor has released, remised and forever quitted claim, and by these presents does release, remise, and forever quit claim unto the Chargee, all right, title, interest, claim and demand whatsoever of, in, unto and out of the Charged Premises and every part thereof, so as that the Chargor shall not or may not at any time hereafter have, claim, pretend to, challenge or demand the Charged Premises or any part thereof, in any manner howsoever, subject always to the proviso for defeasance.

11. ENTRY AFTER DEFAULT AND POWER OF SALE

Provided that the Chargee on default by the Chargor of payment of the portion of the Principal Amount then outstanding and interest or any part thereof required by the Charge or in the observing, performing, fulfilling or keeping of one or more of the covenants of the Chargor provided in the Charge may enter into possession of the Charged Premises or the lands and premises intended to be charged and take the rents, issues and profits and, whether in or out of possession, make such lease or leases as it shall think fit, and also on fifteen days' default as aforesaid and after giving at least thirty-five days' written notice to the persons and in the manner prescribed by Part III of the Mortgages Act, R.S.O. 1990, c. M.40, as amended (the "Mortgages Act"), may sell the Charged Premises or the lands and premises intended to be charged by the Charge or any part or parts thereof by public auction or private contract, or partly the one and partly the other, and may convey and assure the same when so sold to the purchaser or purchasers thereof as the purchaser shall direct and may do all such assurances, acts, matters and things as may be found necessary for the purposes aforesaid, and the Chargee shall not be responsible for any loss which may arise by reason of any such leasing or sale as aforesaid unless the same shall happen by reason of its wilful neglect or default. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable it is agreed that notice may be effectually given by leaving it with a grown-up person on the Charged Premises, if occupied, or by placing it on some portion of the Charged Premises, if unoccupied, or at the option of the Chargee, by mailing it by registered mail addressed to the Chargor at the Chargor's last known address and such notice shall be sufficient although not addressed to any person or persons by name or designation and notwithstanding that any person or persons to be affected thereby may be unknown, unascertained or under disability. It is hereby further agreed that the proceeds of sale under the Charge may be applied in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the Charged Premises or by reason of non-payment or procuring payment of monies, secured hereby or otherwise, and that the Chargee may sell all or any part of the Charged Premises on such terms as to credit and otherwise as shall appear to it most advantageous and for such price as can reasonably be obtained therefor and may make any stipulation as to title or evidence or commencement of title or otherwise which it may deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the Charged Premises and resell without being answerable for loss occasioned thereby, and, in the case of a sale on credit, the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as it shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease under the Charge; and that the title of a purchaser or lessee upon a sale or lease made in professed exercise of the above power shall not be liable to be impeached on the ground that no case had arisen to authorize the exercise of such power or that such power had been improperly or irregularly exercised, or that such notice had not been given in compliance with the Mortgages Act, or had been given improperly, but any person damaged by an unauthorized, improper, or irregular exercise of the power shall have his remedy against the person exercising the power in damages only. The Chargee may sell fixtures, machinery, crops and standing or fallintrees apart from the lands, and the purchaser as well as the Chargee shall have all necessary access for securing, cutting and removal. It is agreed between the parties to the Charge that nothing in this section contained shall prejudice or diminish any other rights and remedies and powers of the Chargee in the Charge contained or existing at law by virtue thereof.

And it is further agreed between the parties to the Charge that until such sale or sales shall be made as aforesaid, the Chargee shall and will stand possessed of the rents and profits of the Charged Premises in case it shall take possession of them on default as aforesaid and after such sale or sales shall stand possessed of the monies to arise and be produced from such sales, or which might arise from any insurance upon the Charged Premises or any part thereof upon trust firstly in payment of all the expenses incident to the sales, leases, conveyances, or attempted sales, leases or conveyances, secondly in payment of all costs, charges, damages and expenses of the Chargee relating to taxes, rents, insurance, repairs, utilities and any other amounts which the Chargee may have paid relating to the Charged Premises,

thirdly in discharge of all interest and costs then due in respect of the Charge, fourthly in discharge of the portion of the Principal Amount then outstanding secured by the Charge, fifthly in payment of any subsequent encumbrances according to their priorities and the residue shall be paid to the Chargor as the Chargor may direct and shall also, in such event, at the request, cost and expense of the Chargor, transfer, release and assure unto the Chargor or to such person or persons as the Chargor shall direct and appoint, all such parts of the Charged Premises as shall remain unsold for the purposes aforesaid, discharged from all the Charge, but no person who shall be required to make or execute any such assurances shall be compelled for the making thereof to go or travel from his usual place of abode. Provided always, and it is hereby further declared and agreed by and between the parties to the Charge, that notwithstanding the power of sale and the other powers and provisions contained in the Charge, the Chargee shall have and be entitled to its right of foreclosure of the fee interest or equity of redemption of the Chargor in the Charged Premises as fully and effectually as it might have exercised and enjoyed the same in case the power of sale, and the other former provisos and trusts incident thereto had not been contained in the Charge.

12. DISTRESS

Provided that and it is further stipulated, provided and agreed by and between the parties to the Charge that the Chargee may distress for arrears of interest against the Charged Premises or any part thereof and recover by way of rent reserved as in the case of a demise the arrears of interest and all costs and expenses incurred in such levy or distress and may also distress for arrears of principal and monthly payments of taxes, if required, in the same manner as if the same were arrears of interest.

13. PRINCIPAL DUE ON DEFAULT OF PERFORMANCE OF COVENANTS

It is agreed by the Chargor and the Chargee that if any default shall occur in the performance of any covenant, proviso or agreement contained in the Charge or if any waste be committed or suffered on the Charged Premises, then, at the option of the Chargee, the principal amount secured by the Charge shall forthwith become due and payable subject to any relief afforded to the Chargor at law. The Chargee may, however, waive its right to call in the Principal Amount or any portion thereof then outstanding and shall not be therefore debarred from asserting and exercising its right to call in the principal amount upon the happening of any future default or breach.

14. CHARGOR'S QUIET POSSESSION UNTIL DEFAULT

Provided and it is agreed that until default in the payment of principal or interest secured by the Charge or intended so to be, or any part of either of the same, or in the performance of any of the provisions set forth in the Charge contrary to the true intent and meaning thereof, it shall be lawful for the Chargor peaceably and quietly to have, hold, use, occupy, possess and enjoy the Charged Premises, and receive and take the rents and profits thereof to the Chargor's own use and benefit, without let, suit, hindrance, interruption, or denial by the Chargee, or of or by any other person or persons whomsoever lawfully claiming, or who shall, or may lawfully claim by, from, under or in trust for the Chargee.

15. BUILDINGS, ADVANCES AND COST OF SEARCH

It is the intantion of the parties to the Charge that the building or buildings erected or to be erected on the Charged Premises form part of the security for the full amount of the monies secured by the Charge; and that all advances are to be made in such manner, at such times and in such amounts up to the full amount of said monies as the Chargee, in its sole discretion, may determine. The Chargor agrees that notwithstanding the Chargor's authorization of registration and the registration of the Charge or the advancement of any part of the monies, the Chargee is not bound to advance the monies or any unadvanced portion thereof and the advance of the monies and any part thereof from time to time shall be in the sole discretion of the Chargee, but nevertheless the Charge shall take effect forthwith upon the delivery for registration of the Charge and the expenses of the examination of the title and of the Charge and valuation are to be secured hereby, the same to be charged by the Charge upon the Charged Premises and shall be without demand thereof, payable forthwith with interest at the Charge Rate and in default the Chargee's power of sale hereby given, and all other remedies under the Charge or at law shall be exercisable.

16. FIXTURES

It is hereby mutually covenanted and agreed by and between the Chargor and the Chargee that all erections and improvements fixed or otherwise either on the date of delivery for registration of the Charge or thereafter put upon the Charged Premises, including but without limiting the generality of the foregoing, all fences, heating, piping, plumbing, arials, air conditioning, ventilating, lighting and water heating equipment, cooking and refrigeration equipment, cleaning and drying equipment, window blinds, radiators and covers, fixed mirrors, fitted blinds, storm windows and storm doors, window screens and screen doors, shutters and awnings, floor coverings, and all apparatus and equipment appurtenant thereto, and all farm machinery and improvements, fixed or otherwise and even though not attached to the lands otherwise than by their own weight, are and shall, in addition to other fixtures thereon, be and become fixtures and form part of the Charged Premises and shall be a portion of the security for the amounts secured by the Charge.

17. PARTIAL RELEASE

Provided that the Chargee may at all times release any part or parts of the Charged Premises or any other security or any surety for payment of all or any part of the monies secured by the Charge or may release the Chargor or any other person from any covenant or other liability to pay the said monies or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any monies except those actually received by the Chargee and without thereby releasing any other part of the Charged Premises, or any other securities or covenants contained in the Charge, it being especially agreed that notwithstanding any such release the Charged Premises, securities and covenants remaining unreleased shall stand charged with the whole of the monies secured by the Charge and all legal and other expenses incurred by the Chargee in connection with such release or releases.

18. DEFAULT IN PRIOR CHARGES

It is hereby agreed by and between the Chargor and the Chargee that should default be made by the Chargor in the observance or performance of any of the covenants, provisos, agreements or conditions contained in any mortgage, charge, lien or other encumbrance to which the Charge is subject or subordinate, then and in that event the monies secured by the Charge shall forthwith become due and be payable, at the option of the Chargee, and all the powers in and by the Charge conferred shall become exercisable, and the powers of sale contained in the Charge may be exercised as therein provided.

19. LIENS AND CONSTRUCTION

Provided also that upon the registration of any lien against the Charged Premises, or in the event of any buildings being erected thereon being allowed to remain unfinished or without any work being done on them for a period of ten (10) days, the portion of the Principal Amount then outstanding and interest and all other amounts secured by the Charge shall, at the option of the Chargee, forthwith become due and payable. In the event that a construction lien is registered against the Charged Premises, the Chargee shall have the right, but not the obligation to pay into court such amounts as may be required to remove the lien from title to the Charged Premises. Any amounts so paid by the Chargee, together with all expenses incurred by the Chargee in connection therewith, including all solicitor's charges or commissions, as between a solicitor and his client, shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate and shall, with such interest, be a charge on the Charged Premises prior to all claims thereon subsequent to the Charge and shall be payable forthwith on demand.

20. WASTE, VACANCY, REPAIR AND BUILDING COMPLETION

The Chargor covenants and agrees with the Chargee that the Chargor will not permit waste to be committed or suffered on the Charged Premises and that the Chargor will maintain the buildings or other improvements on the Charged Premises in good order and repair to the satisfaction of the Chargee and will not permit or suffer them to become or remain vacant and the Chargee may, but shall not be obliged to, make such repairs, improvements and alterations as it may deem necessary or complete the construction or reconstruction of any building on the Charged Premises, and the cost of repair, construction or reconstruction shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate and shall, with such interest, be a charge on the Charged Premises prior to all claims thereon subsequent to the Charge and shall be payable forthwith on demand.

21. INSPECTION

The Chargee, its agent, employees, and independent contractors may, at any time, enter upon the Charged Premises to fully inspect the Charged Premises and where deemed necessary and/or advisable by the Chargee, notwithstanding section 14 hereof, to conduct investigations including intrusive testing and sampling on the Charged Premises for the purpose of determining the presence of or the potential for environmental contamination and the reasonable cost of such inspection shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate, and shall, with such interest, be a charge on the Charged Premises prior to all claims thereon subsequent to the Charge and shall be payable forthwith on demand.

22. ALTERATIONS

The Chargor covenants and agrees with the Chargee that the Chargor will not make or permit to be made any alterations or additions to the Charged Premises without the prior written consent of the Chargee.

23. PROHIBITION AGAINST RENTAL

If the Charged Premises are or are intended to be used as residential premises then the following provisions shall apply:

(a) The Chargor represents, warrants, covenants and agrees that no part of the Charged Premises are rented or occupied by a Tenant (as defined herein) and further covenants and agrees not to rent, lease, enter into a tenancy agreement or allow occupancy by a Tenant of the whole or any part of the Charged Premises (any of the aforesaid being hereinafter referred to as "Renting") without first obtaining the consent in writing of the Chargee which consent may be refused at the sole discretion of the Chargee; further the Chargor covenants and agrees not to enter into any negotiations with respect to Renting without the consent in writing of the Chargee, which consent may be refused, restricted or made conditional at the sole discretion of the Chargee; if a restricted or conditional consent to Renting or negotiations relating to Renting is given, the Chargor covenants and agrees to abide by such restrictions or conditions;

(b) The Renting of the whole or any part of the Charged Premises without the written consent of the Chargee shall be deemed to have been done with the object of discouraging the Chargee from taking possession of the Charged Premises on default or adversely affecting the value of the Chargee's interest in the Charged Premises within the meaning of Section 52(1) of the Mortgages Act.

(c) In the event that any of the covenants contained in this section shall be breached then, at the option of the Chargee, all monies hereby secured with accrued interest thereon shall forthwith become due and payable;

(d) If the whole or any part of the Charged Premises are rented to a Tenant with or without the consent of the Chargee, at such time as the Chargee is entitled to enforce its rights under the Charge by reason of default of the Chargor, the Chargee may, at its discretion, pay to any Tenant a sum of money, in such amount as it considers advisable, as consideration for obtaining the cooperation of such Tenant in selling the Charged Premises, showing the Charged Premises and obtaining possession from the Tenant or for any one or more of the above. It is recognized that the payment of such amount will be a cost of realization on this security and the amount so paid shall be added to the debt hereby secured and be a charge on the Charged Premises and shall bear interest at the Charge Rate and shall have priority over all encumbrances subsequent to the Charge and shall be payable forthwith by the Chargor to the Chargee; the Chargor appoints the Chargee to be its true and lawful attorney and agent to enforce all the terms of any tenancy agreement entered into by the Chargor with respect to all or any part of the Charged Premises and to cancel or terminate any such tenancy agreement and in this connection to make, sign and execute any and all documents in the name of the Chargor which it, as Chargee, may consider desirable;

(e) When used in this section Tenant shall have the meaning set out in Section 1 of the Tenancy Protection Act, 1997, S.O. 1997, c.24, as amended.

24. NON-MERGER

Provided and it is agreed, that the taking of a judgment or judgments on any of the covenants contained in the Charge shall not operate as a merger of the said covenant or affect the Chargee's right to interest at the rate and times provided in the Charge; and further that said judgement shall provide that interest thereon shall be computed at the Charge Rate and in the same manner as provided in the Charge until the said judgement shall have been fully paid and satisfied.

25. RIGHTS ON DEFAULT

And the Chargor covenants and agrees with the Chargee that in the event of default in the payment of any instalment of principal, interest or taxes secured by the Charge or any other monies payable under the Charge by the Chargor or on breach of any covenant, proviso or agreement contained in the Charge after all or any part of the monies secured by the Charge have been advanced, the Chargee may at such time or times as it may deem necessary and without the concurrence of any other person enter upon the Charged Premises and may make such arrangements for completing the construction of, repairing or putting in order any buildings or other improvements on the Charged Premises, or for inspecting, taking care of, leasing, collecting the rents of, and managing generally the Charged Premises, and for environmental remediation to bring the Charged Premises into compliance with recognized environmental standards, statutory or otherwise, as it may deem expedient, and all reasonable costs, charges and expenses including allowances for the time and service of any employee of the Chargee or other person appointed for the above purposes shall be forthwith payable by the Chargor to the Chargee, and shall be a charge upon the Charged Premises prior to all claims thereon subsequent to the Charge and shall bear interest at the Charge Rate until paid.

26. OBLIGATIONS SURVIVE SALE

Provided further that no sale or other dealing by the Chargor with the Charged Premises or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any other person liable for payment of the monies secured by the Charge.

27. DUE ON SALE

Provided that in the event of the Chargor selling, conveying, transferring, or entering into any agreement of sale or transfer of the title of the Charged Premises then, at the option of the Chargee, all monies secured by the Charge shall forthwith become due and payable.

28. PRIOR ENCUMBRANCES

It is further stipulated, provided and agreed, that the Chargee may pay the amount of any encumbrance, lien or charge existing now or existing after the date of the Charge, or to arise or to be claimed upon the Charged Premises having priority over the Charge, including, without limitation, any taxes, utility charges or other rates on the Charged Premises, any construction lien, or any amounts payable to a Condominium Corporation, and may pay all costs, charges and expenses and all solicitor's charges or commissions, as between a solicitor and his client, which may be incurred in taking, recovering and keeping possession of the Charged Premises and generally in any proceedings or steps of any nature whatever properly taken in connection with or to realize upon this security, or in respect of the collection of any overdue interest, principal, insurance premiums or any other monies whatsoever payable by the Chargor under the Charge whether any action or any judicial proceedings to enforce such payments has been taken or not, and the amount so paid and insurance premiums for fire or other risks or hazards and any other monies paid under the Charge by the Chargee shall be added to the debt secured by the Charge and be a charge on the Charged Premises and shall bear interest at the Charge Rate, and shall be payable forthwith by the Chargor to the Chargee, and the non-payment of such amount shall be a default of payment within the meaning of those words in the paragraph dealing with power of sale and shall entitle the Chargee to exercise the power of sale and all other remedies hereby given. In the event of the Chargee paying the amount of any such encumbrance, lien or charge, taxes or rates, either out of the monies advanced on the security or otherwise, it shall be entitled to all the rights, equities and securities of the person or persons, company, corporation, or government so paid off, and is hereby authorized to retain any discharge thereof, without registration, for a longer period than six months if it thinks proper to do so.

29. ONTARIO NEW HOME WARRANTIES PLAN ACT

If the Chargee incurs any cost or expense of any nature or kind in any way arising from or relating to the Ontario New Home Warranties Plan Act, R.S.O. 1990, c.O.31, as amended (the "ONHWPA"), including, without any limitation whatsoever, any cost or expense relating to registration as a vendor under the ONHWPA or enrolling the Charged Premises or entering into any agreement or agreements relating to performance of warranty obligations or performing any warranty obligations, all such cost and expense shall be added to the debt hereby secured and be a charge on the Charged Premises in priority to all other encumbrances registered or arising subsequent to the Charge and shall bear interest at the Charge Rate and shall be payable forthwith by the Chargor to the Chargee.

30. EXTENSIONS

Provided that no extension of time given by the Chargee to the Chargor, or anyone claiming under the Chargor or any other dealing with the owner of the Charged Premises, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the monies hereby secured.

31. DISCHARGE

The Chargee shall have a reasonable time after payment in full of the monies secured by the Charge within which to prepare and register a discharge or, if requested, and if required by law to do so, an assignment of the Charge, and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Chargee and all legal and other expenses for the preparation and registration of such discharge or assignment and any administrative charge or fee of the Chargee shall be borne by the Chargor.

32. OTHER SECURITY

The Charge is in addition to and not in substitution for any other security held by the Chargee including any promissory note or notes for all or any part of the monies secured under the Charge, and it is understood and agreed that the Chargee may pursue its remedies thereunder or under the Charge either concurrently or successively at its option. Any judgment or recovery under the Charge or under any other security held by the Chargee for the monies secured by the Charge shall not affect the right of the Chargee to realize upon this or any other such security.

Without limiting the generality of the foregoing, the Charge is in addition to, and not in substitution for, any other charges now or hereafter held by the Chargee over the Charged Premises as security for monies secured under the Charge or any other monies due to the Chargee.

It is understood and agreed that the aggregate of principal amounts secured by the Charge and any such other charges shall be the aggregate of the Principal Amount of the Charge and the principal amounts secured under any such other charges.

33. PLACE OF PAYMENT AND WITHHOLDINGS FROM PAYMENTS

(a) **Place of Payment.** Provided that all such payments secured by the Charge shall be made at the branch of the said Chargee designated in the Charge, or at such other place as the Chargee may designate in writing to the Chargor, in lawful money of Canada.

(b) **Withholdings from Payments.** If the Chargor is required by law to make any deduction or withholding from any sum payable by the Chargor to the Chargee under the Charge, then the sum payable by the Chargor in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Chargee receives and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or been required to be made; and the Chargor shall pay the full amount to be deducted or withheld to the relevant taxation or other authority within the time allowed for such payment under applicable law and shall deliver to the Chargee within thirty days after the Chargor has made such payment to the applicable authority a receipt issued by such authority evidencing such payment.

(c) **Tax on Loan.** The Chargor shall pay to the Chargee, on demand, the amount of any income, corporate, withholding or similar taxes (other than the Chargee's income taxes) (the "Income Taxes") that may be imposed upon or in respect of the Principal Amount from time to time outstanding, together with interest thereon that the Chargee may be called upon to pay, together with interest from the date on which such Income Taxes are paid by the Chargee at the rate and compounded in the manner provided in the Charge.

34. SPOUSE'S CONSENT

The spouse of the Chargor so named in the Charge hereby consents to the transaction evidenced by the Charge and releases all interest in the Charged Premises to the extent necessary to give effect to the rights of the Chargee under the Charge, and agrees that the Chargee may, without further notice, deal with the Charged Premises and the debt created by the Charge as the Chargee may see fit.

35. FAMILY LAW ACT

The Chargor covenants and agrees that:

(a) the Chargor or the owner from time to time of the Charged Premises will advise and keep advised the Chargee as to whether the Chargor or the owner from time to time is a spouse as defined in the Family Law Act, R.S.O. 1990, c. F.3, as amended (the "Family Law Act"), and if so, the name of the Chargor's spouse, and of any change in the Chargor's spousal status or in the status of the Charged Premises as a matrimonial home within the meaning of the Family Law Act, and

(b) forthwith on request the Chargor will furnish the Chargee with such evidence in connection with any of the matters referred to in clause (a) above as the Chargee may from time to time require, including, without limitation, the Chargor's and the Chargor's spouse's name, address and birth date and the Chargor's and the Chargor's spouse's authorization to the Registrar under the Vital Statistics Act, R.S.O. 1990, c.V.4, as amended, to provide the Chargee from time to time on request all information in its possession relative to any marriage, divorce or death of the Chargor or the Chargor's spouse, and on default the Principal Amount, interest and all other monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable.

36. SEVERABILITY OF ANY INVALID PROVISIONS

It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with the provisions of any applicable statute or regulation thereunder or any other applicable law, or would by reason of the provisions of any such statute or regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the advances secured by the Charge which it would otherwise be able to collect under such statute or regulation or other applicable law, then such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

37. NO PREJUDICE FROM FAILURE TO ENFORCE RIGHTS

Provided that no failure to enforce at any time or from time to time any of the rights of the Chargee under the Charge shall prejudice such rights or any other rights of the Chargee; no performance or payment by the Chargee in respect of any breach or default under the Charge of the Chargor shall relieve the Chargor from any default thereunder; and no waiver at any time or from time to time of any such rights of the Chargee shall prejudice such rights in the event of any future default or breach.

38. FARM LANDS

If the Charged Premises are farm lands, the Chargor will in each year during the currency of the Charge either put into crop or summer fallow in good, proper and husbandlike manner every portion of the Charged Premises which has been or may hereafter be brought under cultivation, and will keep the Charged Premises clean and free from all noxious weeds and generally see that the Charged Premises do not depreciate in any way.

39. CHANGE OF CORPORATE CONTROL

Where the Chargor is a corporation the Chargor covenants and agrees that in the event that:

(a) the Chargor fails to supply to the Chargee, in a form satisfactory to the Chargee, such information relating to the ownership of its shares as the Chargee may from time to time require; or

(b) without the written consent of the Chargee first had and obtained,

(i) the Chargor issues or redeems any of its shares or transfers any of its shares,

(ii) there is a sale or sales of the shares of the Chargor which result in the transfer of the legal or beneficial interest of any of the shares of the Chargor, or

(iii) the Chargor amalgamates, merges or consolidates with any other corporation,

and the result of any of the foregoing is a change in the effective control of the majority of the voting shares of the Chargor, then all monies secured by the Charge together with accrued interest thereon shall forthwith become due and payable at the option of the Chargee and the Chargee's powers of sale hereby given and all other remedies for enforcement shall be exercisable.

40. COMPLIANCE WITH THE LAW AND ENVIRONMENTAL COMPLIANCE

The Chargor hereby represents and warrants to the Chargee that:

- (a) there is not in, on or about the Charged Premises any product or substance or condition (including, without restriction, contaminants, wastes, moulds or hazardous or toxic materials), equipment or anything else which contravenes any statute, regulation, by-law, order, direction or equivalent relating to the protection of the environment or which is not being dealt with according to best recognized practices relating to the environment;
- (b) to the best of the knowledge of the Chargor, no circumstance has existed on the Charged Premises or exists or has existed on any land adjacent to the Charged Premises which constitutes or could reasonably constitute contravention of any statute, regulation, order, by-law, direction or equivalent relating to the protection of the environment;
- (c) no claim or notice of any action, investigation or proceeding of any kind has been threatened, made or issued or is pending relating to an environmental condition on the Charged Premises; and
- (d) the Charged Premises are being used in compliance with all statutes, regulations, orders, by-laws, directions and equivalent relating to the protection of the environment.

The Chargor hereby covenants and agrees with the Chargee as follows:

- (a) the Chargor shall give to the Chargee immediate notice of any material change in circumstances in respect of the Charged Premises or adjacent land which would cause any of the representations and warranties contained in the immediately preceding paragraphs (a) to (d) inclusive to become untrue; and
- (b) the Chargor shall not permit or create, and shall not allow anyone else to permit or create, any circumstance on the Charged Premises which would constitute or could reasonably constitute a contravention of any statute, regulation, order, by-law, direction or equivalent relating to the protection of the environment.

The Chargor further covenants and agrees with the Chargee at all times promptly to observe, perform, execute and comply with all applicable laws, rules, requirements, orders, directions, by-laws, ordinances, work orders, regulations and equivalent of every government authority dealing with zoning, use, occupancy, subdivision, parking, historical designations, fire, access, loading facilities, landscaped area, pollution of the environment, contaminants, wastes, hazardous or toxic materials, building construction, public health and safety, and all private covenants and restrictions affecting the Charged Premises or any portion thereof and the Chargor shall from time to time, upon request of the Chargee, provide to the Chargee evidence of such observance and compliance and pay immediately when due the cost of removal of any such contaminants, wastes and materials, and shall at its own expense make any and all improvements thereon or alterations to the Charged Premises structural or otherwise and shall take all such other action as may be required at any time by any such present or future law, rule, requirement, order, direction, by-law, ordinance, work order, regulation, covenant or equivalent; and the Chargor shall cause its tenants, agents and invitees to comply with all the foregoing at their own expense.

The Chargor shall indemnify and hold harmless the Chargee (and its directors, officers, employees and agents) from and against all loss, cost, damage or expenses (including, without limitation, legal fees and costs incurred in the investigation, defence and settlement of any claim) due to the Chargor's failure to comply with any of the covenants and agreements in this clause, or due to the presence of any contaminant, waste, mould or hazardous or toxic material referred to in this clause, as well as any lien or priority asserted with respect thereto, and this indemnity shall survive the discharge of the Charge or the release from the Charge of part or all of the Charged Premises.

41. CONDOMINIUMS

If the Charge is of a unit or units within a Condominium the following provisions shall apply:

- (a) The Chargor covenants and agrees at all times and from time to time to observe and perform all duties and obligations imposed on the Chargor by the Condominium Act and by the Declaration, the by-laws, and the rules as amended from time to time, of the Condominium Corporation, by virtue of the Chargor's ownership of the Charged Premises. Any breach of the said duties and obligations shall constitute a breach of covenant under the Charge.
- (b) Without limiting the generality of the foregoing, the Chargor covenants and agrees that the Chargor will pay promptly when due any contributions to common expenses required of the Chargor as an owner of the Charged Premises and in the event of default in doing so the Chargee, at its option, may pay the same and the amount so paid shall be added to the debt secured by the Charge and shall be a charge on the Charged Premises and shall bear interest at the Charge Rate from the time of such payments and shall be payable forthwith by the Chargor to the Chargee whether or not any payment in default has priority to the Charge or any part of the monies secured thereby.
- (c) The Chargor hereby irrevocably authorizes and empowers the Chargee to exercise the right of the Chargor as an owner of the Charged Premises to vote or to consent in all matters relating to the affairs of the Condominium Corporation provided that:
 - (i) the Chargee may at any time or from time to time give notice in writing to the Chargor and the said Condominium Corporation that the Chargee does not intend to exercise the said right to vote or consent and in that event until the Chargee revokes the said notice the Chargor may exercise the right to vote. Any such notice may be for an indeterminate period of time or for a limited period of time or for a specific meeting or matter;
 - (ii) the Chargee shall not by virtue of the assignment to the Chargee of the right to vote or consent be under any obligation to vote or consent or to protect the interests of the Chargor; and
 - (iii) the exercise of the right to vote or consent shall not constitute the Chargee a chargee in possession.
- (d) The Chargor covenants and agrees to advise the Condominium Corporation to send all notices to the Chargee and to notify the Chargee of any breaches by the Condominium Corporation that come to the attention of the Chargor in order that the Chargee is kept fully informed.

42. RECEIVERSHIP

Notwithstanding anything contained in the Charge, it is declared and agreed that at any time and from time to time when there shall be default under the provisions of the Charge, the Chargee may, at such time and from time to time and with or without entry into possession of the Charged Premises, or any part thereof, by instrument in writing appoint any person, whether an officer or officers or an employee or employees of the Chargee or not, to be a receiver (which term as used herein includes a receiver manager and also includes the plural as well as the singular) of the Charged Premises, or any part thereof, and of the rents and profits thereof, and with or without security, and may from time to time by similar writing remove any receiver and appoint another in such receiver's stead, and that, in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor, but no such appointment shall be revocable by the Chargor. Upon the appointment of any such receiver from time to time the following provisions shall apply:

(a) Every such receiver shall have unlimited access to the Charged Premises as agent and attorney for the Chargor (which right of access shall not be revocable by the Chargor) and shall have full power and unlimited authority (which power and authority shall not be revocable by the Chargor) to:

- (i) collect the rents and profits from tenancies whether created before or after these presents;
- (ii) rent any portion of the Charged Premises which may be or become vacant on such terms and conditions as the receiver considers advisable and enter into and execute leases, accept surrenders and terminate leases;
- (iii) complete the construction of any building or buildings or other erections or improvements on the Charged Premises left by the Chargor in an unfinished state or award the same to others to complete and purchase, repair and maintain any personal property including, without limitation, appliances and equipment, necessary or desirable to render the premises operable or rentable, and take possession of and use or permit others to use all or any part of the Chargor's materials, supplies, plans, tools, equipment (including appliances) and property of every kind and description; and
- (iv) manage, operate, repair, alter or extend the Charged Premises or any part thereof.

The Chargor undertakes to ratify and confirm whatever any such receiver may do in the Charged Premises.

(b) The Chargee may at its discretion vest the receiver with all or any of the rights and powers of the Chargee.

(c) The Chargee may fix the reasonable remuneration of the receiver who shall be entitled to deduct the same out of the revenue or the sale proceeds of the Charged Premises.

(d) Every such receiver shall be deemed to be the agent or attorney of the Chargor and, in no event, the agent of the Chargee and the Chargee shall not be responsible for the receiver's acts or omissions.

(e) The appointment of any such receiver by the Chargee shall not result in or create any liability or obligation on the part of the Chargee to the receiver or to the Chargor or to any other person and no appointment or removal of a receiver and no actions of a receiver shall constitute the Chargee a chargee in possession of the Charged Premises.

(f) No such receiver shall be liable to the Chargor to account for monies other than monies actually received by the receiver in respect of the Charged Premises, or any part thereof, and out of such monies so received every such receiver shall, in the following order, pay:

- (i) the remuneration of the receiver aforesaid;
- (ii) all costs and expenses of every nature and kind incurred by the receiver in connection with the exercise of the receiver's powers and authority hereby conferred;
- (iii) interest, principal and other money which may, from time to time, be or become charged upon the Charged Premises in priority to the Charge, including taxes;
- (iv) to the Chargee, all interest, principal and other monies due under the Charge to be paid in such order as the Chargee in its discretion shall determine;
- (v) and thereafter, every such receiver shall be accountable to the Chargor for any surplus.

The remuneration and expenses of the receiver shall be paid by the Chargor on demand and shall be a charge on the Charged Premises and shall bear interest from the date of demand at the Charge Rate

(g) Save as to claims for accounting under clause (f) of this paragraph, the Chargor hereby releases and discharges any such receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Chargor or any person claiming through or under the Chargor by reason or as a result of anything done by such receiver unless such claim be the direct and proximate result of dishonesty or fraud.

(h) The Chargee may, at any time and from time to time, terminate any such receivership by notice in writing to the Chargor and to any such receiver.

(i) The statutory declaration of an officer of the Chargee as to default under the provisions of the Charge and as to the due appointment of the receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with a receiver who is ostensibly exercising powers provided for in the Charge and such dealing shall be deemed, as regards such person, to be valid and effectual.

(j) The rights and powers conferred in and by the Charge in respect of the receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have.

43. COMPLIANCE WITH THE LAW

The Chargor covenants and agrees at all times to promptly observe, perform, execute and comply with all applicable laws, rules, requirements, orders, directions, by-laws, ordinances, work orders and regulations of every governmental authority and agency whether federal, provincial, municipal or otherwise, including, without limiting the generality of the foregoing, those dealing with zoning, use, occupancy, subdivision, parking, historical designations, fire, access, loading facilities, landscaped area, pollution of the environment, toxic materials or other environmental hazards, building construction, public health and safety, and all private covenants and restrictions affecting the Charged Premises or any portion thereof and the Chargor will from time to time, upon request of the Chargee, provide to the Chargee evidence of such observance and compliance, and will at its own expense make any and all improvements thereon or alterations to the Charged Premises structural or otherwise and will take all such other action as may be required at any time by any such present or future law, rule, requirement, order, direction, by-law, ordinance, work order or regulation.

44. CHARGE EXPENSES

The Chargor agrees to pay the reasonable and necessary costs, charges and expenses of and incidental to the Charge, and to any and all other documents required in connection therewith, and of any amendment or renewal thereof, and of anything done in connection with the enforcement of the security granted thereby or the procuring of the payment of any monies payable under the Charge, including, without limiting the generality of the foregoing, all solicitors' fees, on a solicitor and client basis, costs and expenses of examination of title, and the obtaining of the opinion of counsel for the Chargee thereon and all costs and expenses valuing the Charged Premises in connection with the foregoing and of anything done in connection with defending the validity or priority of the Charge as against third parties. The Chargor further agrees that such amounts shall be paid forthwith upon demand and until paid shall bear interest at the Charge Rate and shall be a charge on the Charged Premises secured by the Charge prior to all claims thereon subsequent to the Charge.

45. INTERPRETATION

And it is hereby agreed and declared that the expression "the Chargor" used in these standard charge terms and the Charge shall include the heirs, executors, personal representatives, administrators, successors and assigns of each and every Chargor and the expression "the Chargee" shall include the successors and assigns of the Chargee and (if the Charge affects a Condominium) the expression "Condominium Corporation" shall mean the Condominium Corporation referred to in the description and the expression "Declaration" shall mean the declaration registered in connection with the Condominium Corporation, and the words in the singular include the plural, and words in the plural include the singular, and words importing the masculine gender include the feminine and neuter genders where the context so requires, and that all covenants, liabilities, and obligations entered into or imposed under the Charge upon each Chargor shall be equally binding upon his, her, its or their respective heirs, personal representatives, executors, administrators,

successors, and assigns and that all such covenants, liabilities and obligations shall be joint and several, and that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargee shall be equally secured to and exercisable by its successors and assigns; and if the Chargor is comprised of more than one person, all covenants by the Chargor herein contained or implied are and are to be construed as both joint and several.

46. PARAGRAPH HEADINGS

The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

47. DATE OF CHARGE

The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

48. EFFECT OF DELIVERY

The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in a written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor, and any other party to the Charge, agrees not to raise in any proceedings by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

RECEIPT

The Chargor(s) hereby acknowledges receipt of a true copy of the Charge and the foregoing Standard Charge Terms before signing the Charge.

DATED the _____ day of _____, _____

[Insert Name of Chargor(s)]

GUARANTEE AND POSTPONEMENT OF CLAIM

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by 1120044 ONTARIO INC. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$795,000.00 Seven Hundred Ninety-Five Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Bank's Prime Interest Rate per annum in effect from time to time plus 5.000 Five percent per annum as well after as before default and judgment.

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

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

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

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

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

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

This is Exhibit ⁴¹ referred to in the
affidavit of JAN DROS
sworn before me, this 20th
day of SEPTEMBER 2019

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A COMMISSIONER FOR TAKING AFFIDAVITS

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

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

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

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

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

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

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

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

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

E-FORM 812 (08/2011)

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

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

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


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


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

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

EXECUTED at Concord this 09/07/2012
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF


Witness J. Price, CAM


JOHN GROSCKI, C.A. PROFESSIONAL CORPORATION
John Groscki, President

Witness

Witness

Witness

E-FORM B12 (06/2011)

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

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

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

I HEREBY CERTIFY THAT:

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

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

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

(SEAL OF NOTARY PUBLIC)

A NOTARY PUBLIC IN AND FOR

(Guarantor
to sign in
presence
of Notary
Public)

STATEMENT OF GUARANTOR

I am the person named in the certificate

Signature of Guarantor

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

**THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE
(SECTION 31)**

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

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

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

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

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

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

(SEAL REQUIRED WHERE NOTARY
PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate

Signature of Guarantor

GUARANTEE AND POSTPONEMENT OF CLAIM

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by 1120044 ONTARIO INC. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$795,000.00 Seven Hundred Ninety-Five Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Bank's Prime Interest Rate per annum in effect from time to time plus 5.000 Five percent per annum as well after as before default and judgment.

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

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

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

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

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

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

Page 1

This is Exhibit "I" referred to in the
affidavit of JAN DROS
sworn before me, this 20TH
day of SEPTEMBER 2019


A COMMISSIONER FOR TAKING AFFIDAVITS

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

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

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

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

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

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

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

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

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

E-FORM 812 (08/2011)

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

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

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

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

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


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

EXECUTED at Concord this 09/07/2012
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF


Witness J. Price, CAM

RYT HOSPITALITY LTD.


John Groschei, President

Witness

Witness

Witness

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

(To be
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guarantor is
not a
corporation)

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

I HEREBY CERTIFY THAT:

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

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

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

(SEAL OF NOTARY PUBLIC)

A NOTARY PUBLIC IN AND FOR

(Guarantor
to sign in
presence
of Notary
Public)

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor

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

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

I HEREBY CERTIFY THAT:

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

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

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

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

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

(SEAL REQUIRED WHERE NOTARY
PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor

GUARANTEE AND POSTPONEMENT OF CLAIM

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by 1120044 ONTARIO INC. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$795,000.00 Seven Hundred Ninety-Five Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Bank's Prime Interest Rate per annum in effect from time to time plus 5.000 Five percent per annum as well after as before default and judgment.

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

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

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

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

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

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

Page 1

This is Exhibit 11 referred to in the
affidavit of JAN DROS
sworn before me, this 20th
day of SEPTEMBER 2019


A COMMISSIONER FOR TAKING AFFIDAVITS

E-FORM 512 10/6/2011

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

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

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

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

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

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

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

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E-FORM 812 (06/2011)

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

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

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

Applicable
in all
P.P.S.A.
Provinces
except
Ontario.

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

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

EXECUTED at Concord this 09/07/2012
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Witness

S. Price, CAM

JOHN R. GROSCKI

Witness

Witness

Witness

E-FORM 812 (08/2011)

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

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not a
corporation)

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

I HEREBY CERTIFY THAT:

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

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

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

(SEAL OF NOTARY PUBLIC)

A NOTARY PUBLIC IN AND FOR

(Guarantor
to sign in
presence
of Notary
Public)

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor

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

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

I HEREBY CERTIFY THAT:

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

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

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

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

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

(SEAL REQUIRED WHERE NOTARY
PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor

POSTPONEMENT AND ASSIGNMENT OF CLAIM
ROYAL BANK OF CANADA

E-FORM 918 (08/2012)
RETENTION - M

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, all debts and liabilities, present and future (the "Liabilities"), of 1120044 ONTARIO INC. (hereinafter called the "Borrower") to the Undersigned, or any of them, are hereby deferred and postponed by the Undersigned, and each of them, to the debts, liabilities and advances, present and future (the "Obligations"), of the Borrower to the Royal Bank of Canada (the "Bank") and it is agreed by the Undersigned, and each of them, that until all Obligations of the Borrower to the Bank have been paid, no payment shall be made or received on account of any Liabilities of the Borrower to the Undersigned, or any of them, and that any payments which may be received by the Undersigned, or any of them, from the Borrower (or from any third party on account of or otherwise for the benefit of the Borrower) notwithstanding the foregoing shall be received in trust for the Bank and shall be paid over to the Bank forthwith upon receipt but no such payment shall have the effect of reducing the Obligations of the Borrower to the Bank until the same is actually received by the Bank; and none of the Liabilities of the Borrower to the Undersigned, or any of them, shall be released, transferred or charged in any manner whatsoever or allowed or permitted to become unenforceable through lapse of time, and the Bank may, but shall not be bound to, claim and prove in respect of any or all Liabilities of the Borrower to the Undersigned, or any of them, in any bankruptcy, insolvency, composition, scheme of arrangement, liquidation or winding-up, voluntary or involuntary, affecting the Borrower or any distribution of assets of the Borrower among creditors of the Borrower, and all of the Liabilities of the Borrower to the Undersigned, or any of them, are hereby assigned and transferred to the Bank and all dividends or other sums which may be or become payable in respect thereof shall be due and be paid to the Bank until the Bank shall have received, together with dividends on the Obligations of the Borrower to the Bank, the full amount of the said Obligations; and the Undersigned, and each of them, will from time to time execute all such statements, proofs of claims, transfers, assignments and documents and do all such other acts and things as the Bank may request from time to time to implement any and all of the foregoing.

IT IS AGREED by the Parties hereto that the Borrower will pay all costs, charges and expenses reasonably incurred by the Bank whether directly or for services rendered (including reasonable solicitors' and auditors' costs, registration costs and other legal expenses), in operating the Borrower's accounts, in preparing or enforcing this Agreement, and all such costs, charges and expenses.

IT IS AGREED by the Parties hereto that the Obligations of the Borrower to the Bank, whenever referred to herein, shall include any and all funds advanced or held at the disposal of the Borrower under any line(s) of credit.

THIS AGREEMENT shall extend to and enure to the benefit of the Bank and its successors and assigns and shall be binding upon the Undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the Undersigned, and each of them.

(Applicable in
PPSA Provinces)

The Undersigned hereby acknowledges receipt of a copy of this agreement.

(Applicable in
the Province
of Quebec)

The Undersigned has(have) expressly requested that this document be drawn up in the English language.
L(e)s sous-signé(s) a(ont) expressément demandé que ce document soit rédigé en langue anglaise.

(Applicable in
all PPSA
Provinces
except
Ontario)

The Undersigned hereby waives Undersigned's right to receive a copy of any financing statement or financing change statement registered by the Bank, or of any verification statement with respect to any financing statement registered by the Bank.

Executed at Concord this 09/07/2012
(Month) (Day) (Year)

In the presence of

Witness J. Price, CAM

JOHN F. GROSCKI

The "Borrower" named above hereby acknowledges receipt of a copy of the foregoing Agreement, accepts the assignment and transfer contained therein and further agrees with the Bank to give effect to all of the provisions of the foregoing Agreement.

Executed at Concord this 09/07/2012
(Month) (Day) (Year)

In the presence of

Witness J. Price, CAM

1120044 ONTARIO INC.

John Groscki, President

Witness

BRANCH ADDRESS
YORK BUSINESS SERVICE
260 EAST BEAVER CREEK RD
RICHMOND HILL ON
L4B 3M3

Insert the full name and address of Debtor (Undersigned above)

Full name and address

JOHN F. GROSCKI
160 Clidmill Ave, UNIT 24
CONCORD, ON L4K4K5

This is Exhibit 2K11 referred to in the
affidavit of JAN ARD S
sworn before me, this 20TH
day of SEPTEMBER 2019

[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS

LRO # 85 Notice Of Assignment Of Rents-General

Received as YR1902133 on 2012 10 24 at 11:27

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

yyyy mm dd Page 1 of 6

Properties

PIN 29265 - 0023 LT
 Description UNIT 23, LEVEL 1, YORK REGION CONDOMINIUM PLAN NO. 734 ; BLK 25 PL 65M2611, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT678865 ; VAUGHAN
 Address 23 UNIT
 160 CIDERMILL AVENUE
 VAUGHAN

PIN 29265 - 0024 LT
 Description UNIT 24, LEVEL 1, YORK REGION CONDOMINIUM PLAN NO. 734 ; BLK 25 PL 65M2611, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT678865 ; VAUGHAN
 Address 24 UNIT
 160 CIDERMILL AVENUE
 VAUGHAN

Applicant(s)

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

Name 1120044 ONTARIO INC.
 Address for Service 160 Cidermill Avenue, Suite 24
 Concord, Ontario
 L4K 4K5

I, John Groscki, President, have the authority to bind the corporation.

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

**Party To(s)**

Capacity

Share

Name ROYAL BANK OF CANADA
 Address for Service Business Service Centre
 36 York Mills Road, 4th Floor
 Toronto, Ontario
 M2P 0A4

Statements

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

This notice may be deleted by the Land Registrar when the registered instrument, YR1902119 registered on 2012/10/24 to which this notice relates is deleted

Schedule: See Schedules

This document relates to registration no.(s) YR1902119

Signed By

John Robert Hall 135 Queens Plate Drive Suite 600 acting for Signed 2012 10 24
 Elmhurst
 MBW 6V7
 Tel 416-746-4710
 Fax 416-746-8319

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

This is Exhibit "L" referred to in the
 affidavit of JAN DROS
 sworn before me, this 20TH
 day of SEPTEMBER 2019

RECEIVED AS IS

A COMMISSIONER FOR TAKING AFFIDAVITS

LRO # 65 Notice Of Assignment Of Rents-General

Received as YR1902133 on 2012 10 24 at 11:27

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

yyyy mm dd Page 2 of 6

Signed By

John Robert Hall

135 Queens Plate Drive Suite 600
Etobicoke
M9W 6V7acting for
Party To(s)

Signed

2012 10 24

Tel 416-746-4710

Fax 416-746-8319

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

Submitted By

Loopstra Nixon LLP

135 Queens Plate Drive Suite 600
Etobicoke
M9W 6V7

2012 10 24

Tel 416-746-4710

Fax 416-746-8319

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Party To Client File Number :

RBKC001

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 1
(4844)

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 : 1120044 ONTARIO INC.

FILE CURRENCY : 18SEP 2019

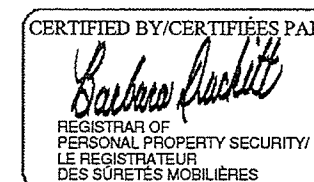
ENQUIRY NUMBER 20190919132938.94 CONTAINS 28 PAGE(S), 3 FAMILY(IES).

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.

CYBERBAHN, A THOMSON REUTERS BUSINESS

333 BAY STREET, STE. 400
TORONTO ON M5H 2R2

This is Exhibit N¹¹ referred to in the
affidavit of ...
sworn before me, this ...
day of ...
2019
A COMMISSIONER FOR TAKING AFFIDAVITS



(crf)5 06/2019)

CONTINUED...

2

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 2
(4845)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
681195753

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 01 | 001 | | 20120905 1050 1529 4675 | P PPSA | 5 |

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

DEBTOR NAME : BUSINESS NAME : 1120044 ONTARIO INC.

ADDRESS : 160 CIDERMILL AVENUE, SUITE 24 CONCORD ONTARIO CORPORATION NO. ON L4K 4K5

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

DEBTOR NAME : BUSINESS NAME :

ADDRESS : ONTARIO CORPORATION NO. :

SECURED PARTY / LIEN CLAIMANT : ROYAL BANK OF CANADA

ADDRESS : 36 YORK MILLS RD 4TH FLR TORONTO ON M2P 0A4

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

| MOTOR VEHICLE | YEAR MAKE | MODEL | VIN |
|---------------|-----------|-------|-----|
|---------------|-----------|-------|-----|

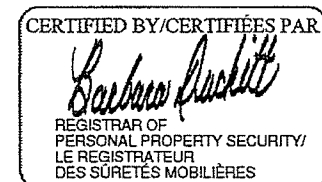
GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT : CANADIAN SECURITIES REGISTRATION SYSTEMS

ADDRESS : 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 3



(c)1fu 06/2019)

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 3
(4846)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

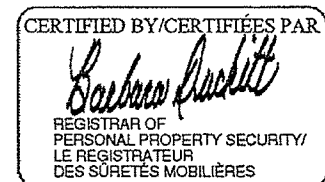
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|--|--|------------------------|-------------------------|-------------------------|
| 01 | 01 | 001 | | 20170810 1932 1531 4629 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 681195753 | | |
| 22 | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD |
| | | X | B RENEWAL | 5 | |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | 1120044 ONTARIO INC. | | |
| 25 | OTHER CHANGE | | | | |
| 26 | REASON/ | | | | |
| 27 | DESCRIPTION | | | | |
| 28 | | | | | |
| 02/ | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 05 | DEBTOR/ | | | | |
| 03/ | TRANSFeree | BUSINESS NAME | | | |
| 06 | | | | | |
| 04/07 | ADDRESS | | | | ONTARIO CORPORATION NO. |
| 29 | ASSIGNOR | | | | |
| 08 | SECURED PARTY/ LIEN CLAIMANT/ ASSIGNEE | | | | |
| 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 | YEAR | MAKE | MODEL | V-I-N |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | CANADIAN SECURITIES REGISTRATION SYSTEMS | | | |
| 17 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 4126 NORLAND AVENUE | BURNABY | BC V5G 3S8 |

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

CONTINUED...

4



(crj24 06/2019)

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 4
(4847)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON 1120044 ONTARIO INC.
FILE CURRENCY 18SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
611293311

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|-------------------|-------------|----------------------|---------------------------|-------------------------|---------------------|------------------------|
| | 01 | 001 | | 20041210 1451 1530 9850 | P PPSA | 2 |

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

03 BUSINESS NAME 1120044 ONTARIO INC.

04 ADDRESS 5 DOBIE COURT WOODBRIDGE ONTARIO CORPORATION NO. ON L4L 8B4

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|----------------|---------------|------------------|---------|---------|
| | 03MART952 | JOHN | F | GROSCIK |

06 BUSINESS NAME

07 ADDRESS 5 DOBIE COURT WOODBRIDGE ONTARIO CORPORATION NO. ON L4L 8B4

08 SECURED PARTY / PACE SAVINGS & CREDIT UNION LIMITED

09 LIEN CLAIMANT ADDRESS 6245 MAIN STREET, P.O. BOX 1019 STOUFFVILLE ON L4A 8A1

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

| MOTOR VEHICLE | YEAR MAKE | MODEL | VEIN |
|------------------|-----------|-------|------|
| | | | |

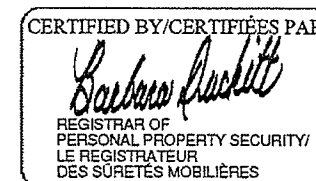
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 5



(crj1fu 06/2019)

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 5
(4848)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

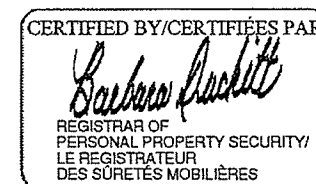
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
21 FILING NO. OF PAGES SCHEDULE NUMBER UNDER
01 001 20061121 1050 1529 7950
RECORD FILE NUMBER 611293311
RENEWAL CORRECT
PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD
X B RENEWAL 1
REFERENCE FIRST GIVEN NAME INITIAL SURNAME
DEBTOR/ BUSINESS NAME 1120044 ONTARIO INC.
TRANSFEROR
OTHER CHANGE
REASON/
DESCRIPTION
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
DEBTOR/
TRANSFEREE BUSINESS NAME
ONTARIO CORPORATION NO.
ADDRESS
ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
ADDRESS
COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
YEAR MAKE MODEL V.I.N.
MOTOR
VEHICLE
GENERAL
COLLATERAL
DESCRIPTION
REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS
SECURED PARTY/ ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8
LIEN CLAIMANT

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

CONTINUED...

6



(c)2fu 06/2019)

Ontario



RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 6
(4849)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

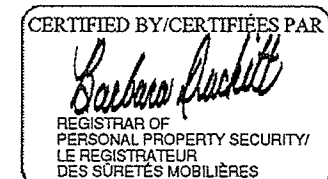
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION | PAGE | TOTAL | MOTOR VEHICLE | REGISTRATION | REGISTERED |
|---------|--------------------------------------|--|----------------------|-------------------------|---------------------------|
| FILING | NO. | OF | SCHEDULE | NUMBER | UNDER |
| 01 | 01 | 001 | | 20071123 1451 1530 8939 | |
| 21 | RECORD | FILE NUMBER | 611293311 | | |
| | REFERENCED | | | | |
| 22 | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL | CORRECT |
| | | X | B RENEWAL | 2 | PERIOD |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ | BUSINESS NAME | 1120044 ONTARIO INC. | | |
| | TRANSFEROR | | | | |
| 25 | OTHER CHANGE | | | | |
| 26 | REASON/ | | | | |
| 27 | DESCRIPTION | | | | |
| 28 | | | | | |
| 02/ | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 05 | DEBTOR/ | | | | |
| 03/ | TRANSFEREE | BUSINESS NAME | | | |
| 06 | | | | | |
| 04/07 | ADDRESS | | | | ONTARIO CORPORATION NO. |
| 29 | ASSIGNOR | | | | |
| 08 | SECURED PARTY/LEEN CLAIMANT/ASSIGNEE | | | | |
| 09 | ADDRESS | | | | |
| | COLLATERAL CLASSIFICATION | | | | |
| | CONSUMER | | MOTOR VEHICLE | DATE OF | NO. FIXED |
| 10 | GOODS | INVENTORY EQUIPMENT ACCOUNTS OTHER | INCLUDED | AMOUNT | MATURITY OR MATURITY DATE |
| | YEAR | MAKE | MODEL | V.I.N. | |
| 11 | MOTOR | | | | |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | CANADIAN SECURITIES REGISTRATION SYSTEMS | | | |
| 17 | SECURED PARTY/ | ADDRESS | 4126 NORLAND AVENUE | BURNABY | BC V5G 3S8 |
| | LEEN CLAIMANT | | | | |

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

CONTINUED...

7



(crj2u 06/2019)

Ontario



112

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 7
(4850)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

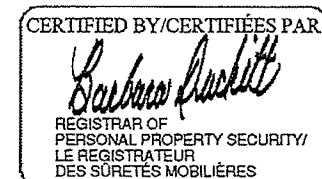
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|-------------------|--|--|------------------------------|-------------------------|---------------------------|
| 01 | 01 | 001 | | 20091120 1452 1530 1795 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 611293311 | | |
| 22 | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED B RENEWAL | RENEWAL YEARS 1 | CORRECT PERIOD |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | 1120044 ONTARIO INC. | | |
| 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 | | | | |
| 08 | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | |
| 09 | ADDRESS | | | | |
| 10 | COLLATERAL CLASSIFICATION | | | | |
| | CONSUMER | MOTOR VEHICLE | DATE OF | NO. FIXED | |
| | GOODS | INVENTORY EQUIPMENT ACCOUNTS OTHER | INCLUDED | AMOUNT | MATURITY OR MATURITY DATE |
| 11 | MOTOR | YEAR | MAKE | MODEL | V.I.N. |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | CANADIAN SECURITIES REGISTRATION SYSTEMS | | | |
| 17 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 4126 NORLAND AVENUE | BURNABY | BC V5G 3S8 |

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

CONTINUED...

8



(crj2fu 06/2019)

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 8
(4851)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

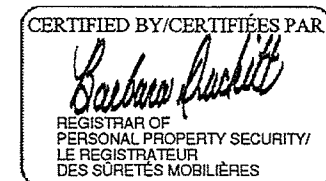
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|-------------------|---|--|---------------------------|-------------------------|-------------------------|
| 01 | 01 | 001 | | 20101117 1451 1530 3973 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 611293311 | | |
| 22 | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD |
| | | X | B RENEWAL | 1 | |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | 1120044 ONTARIO INC. | | |
| 25 | OTHER CHANGE | | | | |
| 26 | REASON/ DESCRIPTION | | | | |
| 27 | | | | | |
| 28 | | | | | |
| 02/ 05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
| 03/ 06 | | BUSINESS NAME | | | |
| 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 |
| | YEAR | MAKE | MODEL | V-I-N | |
| 11 | MOTOR | | | | |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | CANADIAN SECURITIES REGISTRATION SYSTEMS | | | |
| 17 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 4126 NORLAND AVENUE | BURNABY | BC V5G 3S8 |

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

CONTINUED...

9



(crj2fu 06/2019)

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 9
(4852)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION | PAGE | TOTAL | MOTOR VEHICLE | REGISTRATION | REGISTERED |
|---------|--------------------------------------|--|----------------------|--------------------|-------------------------|
| FILING | NO. OF | PAGES | SCHEDULE | NUMBER | UNDER |
| 01 | 01 | 001 | | 20111114 1943 1531 | 8761 |
| 21 | RECORD | FILE NUMBER | 611293311 | | |
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| 22 | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL | CORRECT |
| | | X | B RENEWAL | 1 | PERIOD |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | 1120044 ONTARIO INC. | | |
| 25 | OTHER CHANGE | | | | |
| 26 | REASON/ DESCRIPTION | | | | |
| 28 | | | | | |
| 02/ | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 05 | DEBTOR/ TRANSFEREE | BUSINESS NAME | | | |
| 06 | | | | | |
| 04/07 | ADDRESS | | | | ONTARIO CORPORATION NO. |
| 29 | ASSIGNOR | | | | |
| 08 | SECURED PARTY/LEEN CLAIMANT/ASSIGNEE | | | | |
| 09 | ADDRESS | | | | |
| | COLLATERAL CLASSIFICATION | | | | |
| | CONSUMER | MOTOR VEHICLE | DATE OF | NO. FIXED | |
| 10 | GOODS | INVENTORY EQUIPMENT ACCOUNTS OTHER | INCLUDED | AMOUNT MATURITY OR | MATURITY DATE |
| | YEAR | MAKE | MODEL | V.I.N. | |
| 11 | MOTOR | | | | |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | CANADIAN SECURITIES REGISTRATION SYSTEMS | | | |
| 17 | SECURED PARTY/ LEEN CLAIMANT | ADDRESS | 4126 NORLAND AVENUE | BURNABY | BC V5G 3S8 |

*** 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

(crj2fu 06/2019)

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 10
(4853)

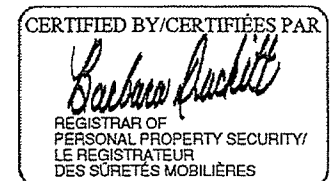
TYPE OF SEARCH : BUSINESS DESTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION | PAGE | TOTAL | MOTOR VEHICLE | REGISTRATION | REGISTERED |
|---------|--------------------------------------|--|----------------------------|-------------------------|---------------------------|
| FILING | NO. | OF | SCHEDULE | NUMBER | UNDER |
| 01 | 001 | 001 | | 20121022 1232 1852 0475 | |
| 21 | RECORD | FILE NUMBER | 611293311 | | |
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| | | X | B RENEWAL | 2 | PERIOD |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | 1120044 ONTARIO INC. | | |
| 25 | OTHER CHANGE | | | | |
| 26 | REASON/ DESCRIPTION | | | | |
| 27 | | | | | |
| 28 | | | | | |
| 02/ | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 05 | DEBTOR/ TRANSFEREE | BUSINESS NAME | | | |
| 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 |
| | YEAR | MAKE | MODEL | V.I.N. | |
| 11 | MOTOR | | | | |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | MACDONALD SAGER MANIS LLP (DN/MF 121950) | | | |
| 17 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 150 YORK STREET, SUITE 800 | TORONTO | ON M5H 3S5 |

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

CONTINUED... 11



(cr)2fu 06/2019)

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 11
(4854)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|-------------------|--|--|---------------------------|-------------------------|-------------------------|
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| 21 | RECORD REFERENCED | FILE NUMBER | 611293311 | | |
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| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | 1120044 ONTARIO INC. | | |
| 25 | OTHER CHANGE | | | | |
| 26 | REASON/ DESCRIPTION | | | | |
| 28 | | | | | |
| 02/ | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 05 | DEBTOR/ TRANSEERE | BUSINESS NAME | | | |
| 06 | | | | | ONTARIO CORPORATION NO. |
| 04/07 | ADDRESS | | | | |
| 29 | ASSIGNOR | | | | |
| 08 | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | |
| 09 | ADDRESS | | | | |
| | COLLATERAL CLASSIFICATION | | | | |
| | CONSUMER | MOTOR VEHICLE | DATE OF | NO. FIXED | |
| 10 | GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER | INCLUDED | AMOUNT | MATURITY OR | MATURITY DATE |
| | YEAR | MAKE | MODEL | V.I.N. | |
| 11 | MOTOR | | | | |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | CANADIAN SECURITIES REGISTRATION SYSTEMS | | | |
| 17 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 4126 NORLAND AVENUE | BURNABY | BC v5G 3S8 |

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

CONTINUED... 12

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

(crj2fu 06/2019)

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 12
(4855)

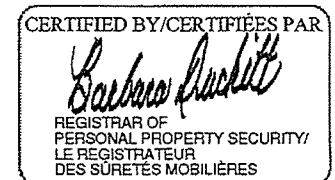
TYPE OF SEARCH : BUSINESS DESTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|-------------------|--------------------------------------|------------------------------------|-------------------------------------|-------------------------|-------------------------|
| 01 | 01 | 001 | | 20161117 1418 1452 3679 | |
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| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | 1120044 ONTARIO INC. | | |
| 25 | OTHER CHANGE | | | | |
| 26 | REASON/ DESCRIPTION | | | | |
| 28 | | | | | |
| 02/ 05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
| 03/ 06 | | BUSINESS NAME | | | |
| 04/07 | | ADDRESS | | | ONTARIO CORPORATION NO. |
| 29 | ASSIGNOR | | | | |
| 08 | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | |
| 09 | ADDRESS | | | | |
| 10 | COLLATERAL CLASSIFICATION | | | | |
| | CONSUMER | | MOTOR VEHICLE | DATE OF | NO FIXED |
| | GOODS | INVENTORY EQUIPMENT ACCOUNTS OTHER | INCLUDED | AMOUNT MATURITY OR | MATURITY DATE |
| 11 | MOTOR | YEAR | MAKE | MODEL | V.I.N. |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | | PACE SAVINGS & CREDIT UNION LIMITED | | |
| 17 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 8111 JANE STREET, UNIT 1 | VAUGHAN | ON L4K4L7 |

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

CONTINUED... 13



(crj2u 06/2019)

Ontario 

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RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 13
(4856)

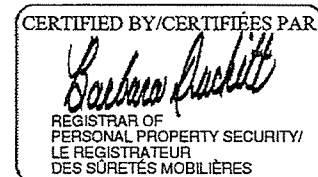
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAPTION | PAGE | TOTAL | MOTOR VEHICLE | REGISTRATION | REGISTERED |
|---------|--------------------------------------|-------------------------------------|--------------------------|-------------------------|-------------------------|
| FILE | NO. OF | PAGES | SCHEDULE | NUMBER | UNDER |
| 01 | 01 | 001 | | 20171109 1025 1462 2577 | |
| 21 | RECORD | FILE NUMBER | 611293311 | | |
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| | | | B RENEWAL | 1 | PERIOD |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ | BUSINESS NAME | 1120044 ONTARIO INC. | | |
| | TRANSFEROR | | | | |
| 25 | OTHER CHANGE | | | | |
| 26 | REASON/ | | | | |
| 27 | DESCRIPTION | | | | |
| 28 | | | | | |
| 02/ | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 05 | DEBTOR/ | | | | |
| 03/ | TRANSFeree | BUSINESS NAME | | | |
| 06 | | | | | |
| 04/07 | ADDRESS | | | | ONTARIO CORPORATION NO. |
| 29 | ASSIGNOR | | | | |
| 08 | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | |
| 09 | ADDRESS | | | | |
| | COLLATERAL CLASSIFICATION | | | | |
| | CONSUMER | MOTOR VEHICLE | DATE OF | NO FIXED | |
| 10 | GOODS | INVENTORY EQUIPMENT ACCOUNTS OTHER | INCLUDED | AMOUNT MATURITY OR | MATURITY DATE |
| | YEAR | MAKE | MODEL | V.I.N. | |
| 11 | MOTOR | | | | |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | PACE SAVINGS & CREDIT UNION LIMITED | | | |
| 17 | SECURED PARTY/ | ADDRESS | 8111 JANE STREET, UNIT 1 | VAUGHAN | ON L4K4L7 |
| | LIEN CLAIMANT | | | | |

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

CONTINUED... 14



(crj2fu 06/2019)

Ontario



RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 14
(4857)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION | PAGE | TOTAL | MOTOR VEHICLE | REGISTRATION | REGISTERED |
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| FILING | NO. | OF | SCHEDULE | NUMBER | UNDER |
| 01 | 01 | 001 | 20181127 | 1714 | 1462 1889 |
| 21 | RECORD | FILE NUMBER | 611293311 | | |
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| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR / | BUSINESS NAME | 1120044 ONTARIO INC. | | |
| | TRANSFEROR | | | | |
| 25 | OTHER CHANGE | | | | |
| 26 | REASON / | | | | |
| 27 | DESCRIPTION | | | | |
| 28 | | | | | |
| 02 / | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 05 | DEBTOR / | | | | |
| 03 / | TRANSFEREE | BUSINESS NAME | | | |
| 06 | | | | | |
| 04 / 07 | ADDRESS | | | | ONTARIO CORPORATION NO. |
| 29 | ASSIGNOR | | | | |
| 08 | SECURED PARTY / LIEN CLAIMANT / ASSIGNEE | | | | |
| 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 | YEAR | MAKE | MODEL | V.I.N. |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | FACE SAVINGS & CREDIT UNION LIMITED | | | |
| 17 | SECURED PARTY / | ADDRESS | 8111 JANE STREET, UNIT 1 | VAUGHAN | ON L4K4L7 |
| | LIEN CLAIMANT | | | | |

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

CONTINUED... 15

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

(crj2u 06/2019)

Ontario 

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 15
(4858)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON 1120044 ONTARIO INC.
FILE CURRENCY 18SEP 2019

FORM IC FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
895916313

| CAUTION | PAGE | TOTAL | MOTOR VEHICLE | REGISTRATION | REGISTERED | REGISTRATION |
|---------|------|-------|---------------|-------------------------|------------|--------------|
| PELING | NO | OF | SCHEDULE | NUMBER | UNDER | PERIOD |
| | 01 | 002 | | 20030630 1821 1531 0412 | P FPSA | 1 |

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

| | | | | |
|------|---------------|---------------------|--|--|
| NAME | BUSINESS NAME | 837479 ONTARIO INC. | | |
|------|---------------|---------------------|--|--|

| | | | | | |
|---------|---------------|-----------|-------------------------|----|---------|
| ADDRESS | 5 DOBIE COURT | WOODBIDGE | ONTARIO CORPORATION NO. | ON | L4L 8B2 |
|---------|---------------|-----------|-------------------------|----|---------|

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

| | | | | |
|------|---------------|----------------------|--|--|
| NAME | BUSINESS NAME | 1120044 ONTARIO INC. | | |
|------|---------------|----------------------|--|--|

| | | | | | |
|---------|---------------|-----------|-------------------------|----|---------|
| ADDRESS | 5 DOBIE COURT | WOODBIDGE | ONTARIO CORPORATION NO. | ON | L4L 8B2 |
|---------|---------------|-----------|-------------------------|----|---------|

| | | | | | |
|-----------------|------------------------------------|--|--|--|--|
| SECURED PARTY / | GTA SAVINGS & CREDIT UNION LIMITED | | | | |
|-----------------|------------------------------------|--|--|--|--|

| | | | | | |
|-----------------|---------|----------------------------|-------------|----|---------|
| THIRTY CLAIMANT | ADDRESS | 6245 MAIN STREET, BOX 1019 | STOUFFVILLE | ON | L4A 8A1 |
|-----------------|---------|----------------------------|-------------|----|---------|

| COLLATERAL CLASSIFICATION | | | | | |
|---------------------------|---------------|-----------|----------|-----------|----------|
| CONSUMER | MOTOR VEHICLE | AMOUNT | DATE OF | NO. FIXED | |
| GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | INCLUDED |
| X | X | X | X | X | X |

| YEAR | MAKE | MODEL | VEIN |
|------|------|-------|------|
|------|------|-------|------|

| |
|-------|
| MOTOR |
|-------|

| |
|---------|
| VEHICLE |
|---------|

| |
|---------|
| GENERAL |
|---------|

| |
|------------|
| COLLATERAL |
|------------|

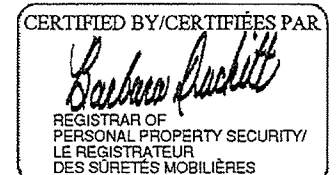
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|-------------|
| DESCRIPTION |
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| | |
|-------------|--|
| REGISTERING | CANADIAN SECURITIES REGISTRATION SYSTEMS |
|-------------|--|

| | | | | | |
|-------|---------|---------------------|---------|----|---------|
| AGENT | ADDRESS | 4126 NORLAND AVENUE | BURNABY | BC | V5G 3S8 |
|-------|---------|---------------------|---------|----|---------|

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

CONTINUED... 16



(crj1fu 06/2019)

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 16
(4859)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
895916313

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|-------------------|-------------|----------------------|---------------------------|-------------------------|---------------------|------------------------|
| | 02 | 002 | | 20030630 1821 1531 0412 | | |

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

| | | | |
|----------------|---------------|-----------|--|
| DEBTOR NAME | BUSINESS NAME | EMI GROUP | |
|----------------|---------------|-----------|--|

| | | | | | |
|---------|---------------|-----------|-------------------------|----|---------|
| ADDRESS | 5 DOBIE COURT | WOODBIDGE | ONTARIO CORPORATION NO. | ON | L4L 8B2 |
|---------|---------------|-----------|-------------------------|----|---------|

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

| | | | |
|----------------|---------------|-----------------|--|
| DEBTOR NAME | BUSINESS NAME | JOHN F. GROSCKI | |
|----------------|---------------|-----------------|--|

| | | | | | |
|---------|---------------|-----------|-------------------------|----|---------|
| ADDRESS | 5 DOBIE COURT | WOODBIDGE | ONTARIO CORPORATION NO. | ON | L4L 8B2 |
|---------|---------------|-----------|-------------------------|----|---------|

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

| YEAR | MAKE | MODEL | VERSION |
|------|------|-------|---------|
|------|------|-------|---------|

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

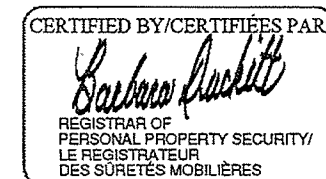
REGISTERING
AGENT

ADDRESS

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

CONTINUED...

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(cj1fu 06/2019)

Ontario 

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
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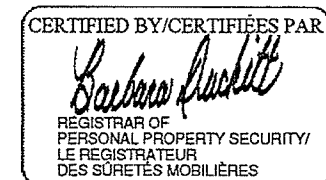
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|--|--|------------------------|-------------------------|-------------------------|
| 01 | 01 | 001 | | 20040518 1501 1530 1732 | |
| 21 | RECORD FILE NUMBER | 895916313 | | | |
| 22 | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD |
| | | X | B RENEWAL | 1 | |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR / TRANSFEROR | BUSINESS NAME | 837479 ONTARIO INC. | | |
| 25 | OTHER CHANGE | | | | |
| 26 | REASON / | | | | |
| 27 | DESCRIPTION | | | | |
| 28 | | | | | |
| 02/ | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 05 | DEBTOR / | | | | |
| 03/ | TRANSFeree | BUSINESS NAME | | | |
| 06 | | | | | |
| 04/07 | ADDRESS | | | | ONTARIO CORPORATION NO. |
| 29 | ASSIGNOR | | | | |
| 08 | SECURED PARTY / LIEN CLAIMANT / ASSIGNEE | | | | |
| 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 | YEAR MAKE | MODEL | V-I-N | |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | CANADIAN SECURITIES REGISTRATION SYSTEMS | | | |
| 17 | SECURED PARTY / | 4126 NORLAND AVENUE | BURNABY | BC | V5G 3S8 |
| | LIEN CLAIMANT | | | | |

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

CONTINUED... 18



(crj2fu 06/2019)

Ontario



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RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 18
(4861)

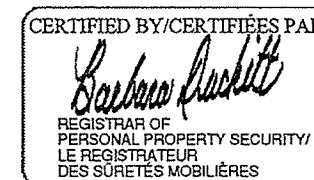
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|-------------------|--|--|------------------------------|-------------------------|---------------------------|
| 01 | 01 | 001 | | 20050519 1455 1530 9363 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 895916313 | | |
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| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | 837479 ONTARIO INC. | | |
| 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 | | | | |
| 08 | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | |
| 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 | YEAR MAKE | MODEL | V.I.N. | |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | CANADIAN SECURITIES REGISTRATION SYSTEMS | | | |
| 17 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 4126 NORLAND AVENUE | BURNABY | BC v5G 3S8 |

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

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Ontario



RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 19
(4862)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
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| 01 | 01 | 001 | | 20060523 1040 1529 4249 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 895916313 | | |
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| 23 | REFERENCE DEBTOR/ TRANSFEROR | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | BUSINESS NAME | 837479 ONTARIO INC. | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | |
| 02/ 05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
| 03/ 06 | BUSINESS NAME | | | | |
| 04/07 | ADDRESS | | | | ONTARIO CORPORATION NO. |
| 29 | ASSIGNOR/ SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | |
| 08 | ADDRESS | | | | |
| 09 | COLLATERAL CLASSIFICATION | | | | |
| 10 | CONSUMER | MOTOR VEHICLE | DATE OF | NO. FIXED | |
| | GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER |
| | INCLUDED | AMOUNT | MATURITY | OR | MATURITY DATE |
| 11 | MOTOR | YEAR | MAKE | MODEL | V.I.N. |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | CANADIAN SECURITIES REGISTRATION SYSTEMS | | | |
| 17 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 4126 NORLAND AVENUE | BURNABY | BC V5G 3S8 |

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

CONTINUED... 20

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

(crj2iu 06/2019)

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

PROVINCE OF ONTARIO
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REPORT : PSSR060
PAGE : 20
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

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| CAUTION | PAGE | TOTAL | MOTOR VEHICLE | REGISTRATION | REGISTERED |
|---------|--------------------------------------|--|---------------------|-------------------------|---------------------------|
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| 01 | 01 | 001 | | 20110518 1452 1530 7594 | |
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| | | X | B RENEWAL | 1 | PERIOD |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | 837479 ONTARIO INC. | | |
| 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 | | | | |
| | COLLATERAL CLASSIFICATION | | | | |
| | CONSUMER | MOTOR VEHICLE | DATE OF | NO FIXED | |
| 10 | GOODS | INVENTORY EQUIPMENT ACCOUNTS OTHER | INCLUDED | AMOUNT | MATURITY OR MATURITY DATE |
| | YEAR | MAKE | MODEL | V.I.N. | |
| 11 | MOTOR | | | | |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | CANADIAN SECURITIES REGISTRATION SYSTEMS | | | |
| 17 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 4126 NORLAND AVENUE | BURNABY | BC V5G 3S8 |

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

CONTINUED... 21

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

(crj2fu 06/2019)

Ontario 

RUN NUMBER : 262
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PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
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REPORT : PSSR060
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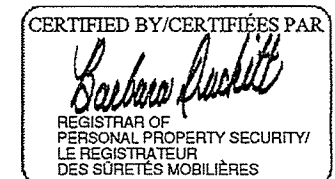
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION | PAGE | TOTAL | MOTOR VEHICLE | REGISTRATION | REGISTERED |
|---------|--------------------------------------|--|---------------------|-------------------------|---------------------------|
| FILING | NO. | OF | SCHEDULE | NUMBER | UNDER |
| 01 | 01 | 001 | | 20120522 1450 1530 8983 | |
| 21 | RECORD | FILE NUMBER | 895916313 | | |
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| | | X | B RENEWAL | 1 | PERIOD |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | 837479 ONTARIO INC. | | |
| 25 | OTHER CHANGE | | | | |
| 26 | REASON/ DESCRIPTION | | | | |
| 27 | | | | | |
| 28 | | | | | |
| 02/ | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 05 | DEBTOR/ TRANSFeree | BUSINESS NAME | | | |
| 03/ | | | | | |
| 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 ACCOUNTS OTHER | INCLUDED | AMOUNT | MATURITY OR MATURITY DATE |
| | YEAR | MAKE | MODEL | V.I.N. | |
| 11 | MOTOR | | | | |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | CANADIAN SECURITIES REGISTRATION SYSTEMS | | | |
| 17 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 4126 NORLAND AVENUE | BURNABY | BC V5G 3S8 |

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

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RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 22
(4865)

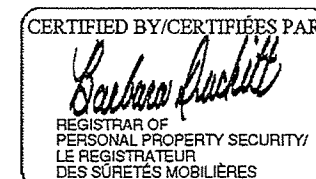
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION | PAGE | TOTAL | MOTOR VEHICLE | REGISTRATION | REGISTERED |
|---------|--------------------------------------|--|----------------------------|-------------------------|---------------------------|
| FILING | NO. OF | PAGES | SCHEDULE | NUMBER | UNDER |
| 01 | 001 | 001 | | 20121022 1248 1862 0477 | |
| 21 | RECORD | FILE NUMBER | 895916313 | | |
| | REFERENCE | | | | |
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| | | X | A AMENDMENT | YEARS | PERIOD |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | 837479 ONTARIO INC. | | |
| 25 | OTHER CHANGE | | | | |
| 26 | REASON/ DESCRIPTION | TO AMEND SECURED CREDITOR FROM GTA SAVINGS & CREDIT UNION LIMITED TO PACE SAVINGS & CREDIT UNION LIMITED BY VIRTUE OF CERTIFICATE OF AMALGAMATION DATED APRIL 1, 2003. | | | |
| 02/ | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 05 | DEBTOR/ TRANSFEREE | BUSINESS NAME | | | |
| 06 | | | | | ONTARIO CORPORATION NO. |
| 04/07 | ADDRESS | | | | |
| 29 | ASSIGNOR | | | | |
| 08 | SECURED PARTY/LIEN CLAIMANT/ASSIGNER | | | | |
| 09 | ADDRESS | PACE SAVINGS & CREDIT UNION LIMITED | | | |
| | | 8111 JANE STREET, UNIT 1 | VAUGHAN | ON | L4K 4L7 |
| 10 | COLLATERAL CLASSIFICATION | | | | |
| | CONSUMER | MOTOR VEHICLE | DATE OF | NO. FIXED | |
| | GOODS | INVENTORY EQUIPMENT ACCOUNTS OTHER | INCLUDED | AMOUNT | MATURITY OF MATURITY DATE |
| 11 | MOTOR | YEAR | MAKE | MODEL | V.I.N. |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | MACDONALD SAGER MANIS LLP (DN/MF 121950) | | | |
| 17 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 150 YORK STREET, SUITE 800 | TORONTO | ON M5H 3S5 |

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

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(crj2fu 06/2019)

RUN NUMBER : 262
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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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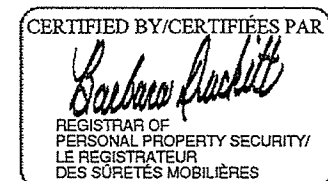
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|-----------------------------------|---------------------------------|--------------------------------------|--|-------------------------|----------------------------------|
| 01 | 01 | 001 | | 20121023 1946 1531 5977 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 895916313 | | |
| 22 | PAGE-AMENDED | NO SPECIFIC PAGE-AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD |
| | | X | A AMENDMENT | | |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | 837479 ONTARIO INC. | | |
| 25 | OTHER CHANGE | REASON/ DESCRIPTION | ADDED TEXT | | |
| 02/ 05/ 03/ 06/ 04/07 | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | |
| | DEBTOR/ TRANSFEREE | BUSINESS NAME | | | |
| | | ADDRESS | | | ONTARIO CORPORATION NO. |
| 29 | ASSIGNOR | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | |
| 08 | | ADDRESS | | | |
| 09 | COLLATERAL CLASSIFICATION | CONSUMER | MOTOR VEHICLE | DATE OF | NO. FIXED |
| 10 | | GOODS | INVENTORY EQUIPMENT ACCOUNTS OTHER | INCLUDED | AMOUNT MATURITY OR MATURITY DATE |
| 11 | MOTOR | YEAR | MAKE | MODEL | V.I.N. |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | | CANADIAN SECURITIES REGISTRATION SYSTEMS | | |
| 17 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 4126 NORLAND AVENUE | BURNABY | BC V5G 3S8 |

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

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(crj2fu 06/2019)

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 24
(4867)

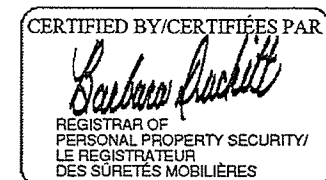
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|-------------------|--|--|------------------------------|-------------------------|-------------------------|
| 01 | 01 | 001 | | 20130515 1448 1530 9085 | |
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| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | 837479 ONTARIO INC. | | |
| 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 | | | | |
| 08 | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | |
| 09 | ADDRESS | | | | |
| 10 | COLLATERAL CLASSIFICATION | | | | |
| | CONSUMER | MOTOR VEHICLE | DATE OF | NO. FIXED | |
| | GOODS INVENTORY FURNITURE ACCOUNTS OTHER | INCLUDED | AMOUNT | MATURITY OR | MATURITY DATE |
| 11 | MOTOR | YEAR | MAKE | MODEL | V.I.N. |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | CANADIAN SECURITIES REGISTRATION SYSTEMS | | | |
| 17 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 4126 NORLAND AVENUE | BURNABY | BC V5G 3S8 |

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

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(crj2fu 06/2019)

Ontario



130

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 25
(4868)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION | PAGE | TOTAL | MOTOR VEHICLE | REGISTRATION | REGISTERED |
|---------|--|-------------------------------------|--------------------------|-------------------------|-------------------------|
| FILING | NO. | OF | SCHEDULE | NUMBER | UNDER |
| 01 | 01 | 001 | | 20140521 1408 1462 9176 | |
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| | REFERENCED | | | | |
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| | | | B RENEWAL | YEARS | PERIOD |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR / | BUSINESS NAME | 837479 ONTARIO INC. | | |
| | TRANSFEROR | | | | |
| 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 | | | | |
| | COLLATERAL CLASSIFICATION | | | | |
| | CONSUMER | MOTOR VEHICLE | DATE OF | NO. FIXED | |
| 10 | GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER |
| | INCLUDED | AMOUNT | MATURITY | OF | MATURITY DATE |
| 11 | MOTOR | YEAR | MAKE | MODEL | V. I. N. |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | PACE SAVINGS & CREDIT UNION LIMITED | | | |
| 17 | SECURED PARTY / | ADDRESS | 8111 JANE STREET, UNIT 1 | VAUGHAN | ON L4K4L7 |
| | LIEN CLAIMANT | | | | |

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

CONTINUED... 26

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

(crj2fu 06/2019)

Ontario  131

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 26
(4869)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|-----------------------------------|--------------------------------------|-------------------------------------|------------------------------|-------------------------|---------------------------|
| 01 | 01 | 001 | | 20150512 1711 1462 0059 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 895916313 | | |
| 22 | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED B RENEWAL | RENEWAL YEARS 1 | CORRECT PERIOD |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | 837479 ONTARIO INC | | |
| 25 | OTHER CHANGE | | | | |
| 26 | REASON/ DESCRIPTION | | | | |
| 27 | | | | | |
| 28 | | | | | |
| 02/ 05/ 03/ 06/ 04/07 | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | |
| | DEBTOR/ TRANSFEREE | BUSINESS NAME | | | |
| | | | | | ONTARIO CORPORATION NO. |
| | ADDRESS | | | | |
| 29 | ASSIGNOR | | | | |
| 08 | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | |
| 09 | ADDRESS | | | | |
| | COLLATERAL CLASSIFICATION | | | | |
| | CONSUMER | MOTOR VEHICLE | DATE OF | NO. FIXED | |
| 10 | GOODS | INVENTORY EQUIPMENT ACCOUNTS OTHER | INCLUDED | AMOUNT | MATURITY OF MATURITY DATE |
| | YEAR | MAKE | MODEL | V.I.N. | |
| 11 | MOTOR | | | | |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | PACE SAVINGS & CREDIT UNION LIMITED | | | |
| 17 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 8111 JANE STREET, UNIT 1 | VAUGHAN | ON L4K4L7 |

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

CONTINUED...

27

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

(crj2u 06/2019)

Ontario



132

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

REPORT : PSSR060
PAGE : 27
(4870)

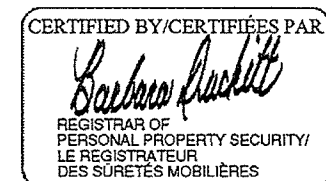
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|-------------------|---|-------------------------------------|------------------------------|-------------------------|---------------------------|
| 01 | 01 | 001 | | 20160516 1011 1462 4167 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 895916313 | | |
| 22 | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED B RENEWAL | RENEWAL YEARS 5 | CORRECT PERIOD |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | 837479 ONTARIO INC. | | |
| 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/LTEN CLAIMANT/ASSIGNEE | | | | |
| 08 | ADDRESS | | | | |
| 09 | COLLATERAL CLASSIFICATION | | | | |
| 10 | CONSUMER | MOTOR VEHICLE | DATE OF | NO. FIXED | |
| | GOODS | INVENTORY EQUIPMENT ACCOUNTS OTHER | INCLUDED | AMOUNT | MATURITY OR MATURITY DATE |
| 11 | MOTOR | YEAR MAKE | MODEL | V.I.N. | |
| 12 | VEHICLE | | | | |
| 13 | GENERAL | | | | |
| 14 | COLLATERAL | | | | |
| 15 | DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR | PACE SAVINGS & CREDIT UNION LIMITED | | | |
| 17 | SECURED PARTY/ LTEN CLAIMANT | ADDRESS | 8111 JANE STREET, UNIT 1 | VAUGHAN | ON L4K4L7 |

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

CONTINUED... 28



(crj2fu 06/2019)

RUN NUMBER : 262
RUN DATE : 2019/09/19
ID : 20190919132938.94

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

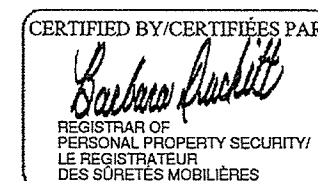
REPORT : PSSR060
PAGE : 28
(4871)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1120044 ONTARIO INC.
FILE CURRENCY : 18SEP 2019

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

| FILE NUMBER | REGISTRATION NUMBER | REGISTRATION NUMBER | REGISTRATION NUMBER | REGISTRATION NUMBER |
|-------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 681195753 | 20120905 1050 1529 4675 | 20170810 1932 1531 4629 | | |
| 611293311 | 20041210 1451 1530 9850 | 20061121 1050 1529 7950 | 20071123 1451 1530 8939 | 20091120 1452 1530 1795 |
| | 20101117 1451 1530 3973 | 20111114 1943 1531 8761 | 20121022 1232 1862 0475 | 20121023 1946 1531 5978 |
| | 20161117 1418 1462 3679 | 20171109 1025 1462 2577 | 20181127 1714 1462 1889 | |
| 895916313 | 20030630 1821 1531 0412 | 20040518 1501 1530 1732 | 20050519 1455 1530 9363 | 20060523 1040 1529 4249 |
| | 20110518 1452 1530 7594 | 20120522 1450 1530 8983 | 20121022 1248 1862 0477 | 20121023 1946 1531 5977 |
| | 20130515 1448 1530 9085 | 20140521 1408 1462 9176 | 20150512 1711 1462 0059 | 20160516 1011 1462 4167 |

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



(crf5 06/2019)



This is Exhibit ^{"N"}..... referred to in the
affidavit of JAN OROS
sworn before me, this 20TH
day of SEPTEMBER 2019.

.....
A COMMISSIONER FOR TAKING AFFIDAVITS

MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
TEL 416.362.3711 FAX 416.864.9223
www.mindengross.com

DIRECT DIAL (416) 369-4124
E-MAIL kkallish@mindengross.com
FILE NUMBER 4113121

May 24, 2019

VIA REGISTERED AND ORDINARY MAIL

Pace Savings & Credit Union Limited
6245 Main Street, PO Box 1019
Stouffville, ON L4A 8A1

Pace Savings & Credit Union Limited
8111 Jane Street, Unit 1
Vaughan, ON L4K 4L7

Dear Sirs:

Re: 1120044 Ontario Inc. ("Company")

We act as solicitors for Royal Bank of Canada which has filed a financing statement under the *Personal Property Security Act (Ontario)* ("PPSA") against the Company in respect of certain security interests granted and to be granted by the Company to Royal Bank of Canada. The aforesaid financing statement was registered under the PPSA as file number 681195753.

Our searches conducted under the PPSA against the Company indicate that Pace Savings & Credit Union Limited registered financing statements under the PPSA naming the Company as debtor, under file numbers 611293311 and 895916313.

In accordance with section 18 of the PPSA, we hereby require that Pace Savings & Credit Union Limited furnish to the writer within 15 days of the date hereof the following:

1. a statement in writing of the amounts of the indebtedness owing by the Company to Pace Savings & Credit Union Limited and of the terms of payment of same as at May 24, 2019; and
2. a true copy of the security agreement(s) in respect of which the aforesaid financing statements were registered.

Would you kindly forward the requested information to Messrs. Minden Gross LLP, 145 King Street West, Suite 2200, Toronto, Ontario, M5H 4G2, Attention: Kenneth L. Kallish.

Yours truly,
MINDEN GROSS LLP
Per:

Kenneth L. Kallish*

KLK/th

*Partner through Professional Corporation

#3698483 v1 | 4113121

May 27, 2019

Minden Gross LLP
145 King Street West, Suite 2200
Toronto, Ontario
M5H 4G2

Attention: Kenneth L. Kallish

RE: 1120044 ONTARIO INC. (THE "COMPANY")

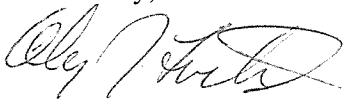
We received your letter dated May 24, 2019 regarding the financing statements listed under the company name.

As requested please find below a written summary of the indebtedness of the company to PACE. You will also find a copy of the General Security Agreement enclosed.

| | |
|------------------|--------------------------|
| Facility: | Corporate Mortgage Fixed |
| Current Balance: | \$106,662.49 |
| Repayment: | Blended P&I |
| Current Term: | 12 Months |
| Interest Rate: | 5.30% |

Please do not hesitate to contact the undersigned should further information be required.

Yours truly,



Aly Turtcher
Commercial Loans Officer
289-459-1041
aturtcher@pacecu.com

COPY

BUSINESS LOAN
GENERAL SECURITY AGREEMENT

To: PAGE Savings & Credit Union Limited CREDIT UNION LIMITED
(hereinafter called the "Credit Union")

137

From: _____
(First Name Middle Initial Last Name)
1120044 Ontario Inc. (Address)
or (Full Corporate Name and Business Name)
(hereinafter called the "Debtor")

1. DEFINITIONS
In this Agreement,

- (a) "Collateral" means all personal property of any nature whatsoever, both tangible and intangible including, among other things, Inventory, Equipment, Receivables, Accounting Books of Record, Chattel Paper, Goods, Documents of Title, Instruments, Intangibles, Money, Securities and any Accessions thereto now owned or hereafter acquired by or on behalf of the Debtor or in respect of which the Debtor now or hereafter has any right, title or interest, except Consumer Goods, and any reference to "Collateral" shall be deemed to be a reference to "Collateral or any part thereof" except where otherwise specifically provided;
- (b) "Obligations" means all of the obligations, liabilities and indebtedness of the Debtor to the Credit Union from time to time, whether present or future, absolute or contingent, liquidated or unliquidated, of whatsoever nature or kind, in any currency or otherwise, including all Obligations, liabilities and indebtedness hereunder;
- (c) "PPSA" means the Personal Property Security Act, 1989 (Ontario), and any Act that may be substituted therefor, as from time to time amended;
- (d) "Proceeds" means identifiable or traceable personal property in any form derived directly or indirectly from any dealing with property or proceeds therefrom, and includes any payment representing indemnity or compensation for loss of or damage to the property or proceeds therefrom.
- (e) "Accessions", "Account", "Chattel Paper", "Document of Title", "Equipment", "Goods", "Instrument", "Intangible", "Inventory", "Securities", "Money" have the respective meanings given to them in the PPSA.

2. SECURITY INTEREST

As security for the payment, performance and satisfaction of the Obligations to the Credit Union, the Debtor hereby grants to the Credit Union by way of security interest, mortgage, pledge, charge, assignment and hypothec a continuing security interest of the Debtor in the Collateral (including all renewals, accretions and substitutions therefor) and all Proceeds of the foregoing.

3. REPRESENTATIONS AND WARRANTIES

The Debtor hereby represents and warrants to the Credit Union that:

- (a) it has the power and capacity to own its properties and assets and to carry on its business as presently carried on by it;
- (b) it has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement;
- (c) except for the security interest granted hereby, the Debtor or any one or more of them is (and as to Collateral to be acquired after the date hereof, shall be) the owner of the Collateral free and clear of all liens, charges, claims, encumbrances, taxes or assessments.

4. COVENANTS

- (a) The Debtor will not sell, offer to sell, transfer, pledge or mortgage the Collateral, nor will the Debtor suffer to exist any other security interest in the Collateral in favour of any person other than the Credit Union, without the prior written consent of the Credit Union. All proceeds of sales shall be received as trustee for the Credit Union and shall be forthwith paid over to the Credit Union.
- (b) The Debtor shall, during the currency of this Agreement, insure and keep insured the Collateral to its full insurable value for fire, theft and such other risks as the Credit Union may reasonably require, and will, at the request of the Credit Union, pay such further premium as is necessary to obtain an endorsement that the security interest of the Credit Union will not be invalidated by any breach of statutory condition. The proceeds in any insurance held pursuant to this paragraph shall be payable to the Credit Union and any proceeds of such insurance shall, at the option of the Credit Union, be applied to the replacement of the Collateral or towards repayment of any indebtedness of the Debtor or any one or more of them to the Credit Union. Should the Debtor neglect to maintain such insurance the Credit Union may insure, and any premiums paid by the Credit Union together with interest thereon shall be payable by the Debtor to the Credit Union upon demand. The Debtor will deposit a certified copy of such insurance with the Credit Union on request, or obtain an insurance endorsement in favour of the Credit Union.
- (c) The Debtor shall provide from time to time upon request from the Credit Union, written information relating to the Collateral or any part thereof, and the Credit Union shall be entitled from time to time to inspect the tangible Collateral including, without limitation, the books and records of the Debtor wherever located. For such purpose the Credit Union shall be access to all places where the Collateral or any part thereof is located and to all premises occupied by the Debtor.
- (d) The Debtor shall carry on and conduct its business in a proper and efficient manner and so as to protect and preserve the Collateral and shall keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for its business and accurate and complete records concerning Collateral, and shall mark any and all such records and Collateral at the Credit Union's request so as to indicate the existence of the security interest.

- (e) The Debtor shall pay all taxes, rates, levies, assessments and other charges of every kind which may be lawfully levied, assessed or imposed against or in respect of it or Collateral as and when the same become due and payable.
- (f) The Debtor shall notify the Credit Union promptly of:
 - (i) any change in the information contained in this Agreement relating to it, its business or the Collateral;
 - (ii) the details of any significant acquisition of Collateral;
 - (iii) the details of any claims or litigation affecting it or the Collateral;
 - (iv) any loss of or damage to the Collateral.
- (g) The Debtor shall not change its name without giving prior written notice to the Credit Union of the new name and the date upon which such change of name is to take effect.
- (h) The Debtor shall do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things as may be reasonably requested by the Credit Union or with respect to Collateral in order to give effect to this Agreement.
- (i) The Debtor shall not maintain accounts at any other financial institution without the consent of the Credit Union.
- (j) The Debtor may at any time, without the consent of the Credit Union:
 - (i) sell, assign, transfer, exchange, lease, consign or otherwise dispose of inventory in the ordinary course of its business;
 - (ii) sell or otherwise dispose of such part of its equipment which is no longer necessary or useful in connection with its business or which has become worn out or obsolete or unsuitable for the purpose for which it was intended; and
 - (iii) collect accounts in the ordinary course of its business.

5. EVENTS OF DEFAULT

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

- (a) Default in the payment or performance when due or payable of all or any of the Obligations, or of any endorser, guarantor or surety for any liability of the Debtor or any one or more of them to the Credit Union;
- (b) Default by the Debtor in the performance of any of its agreements in this Agreement;
- (c) Proof that any warranty, representation or statement made by the Debtor or furnished to the Credit Union herein, or in the application for any loan, was false in any material respect when made or furnished;
- (d) Any loss, theft, damage or destruction of Collateral or of any part of it, or the making of any levy, seizure or attachment thereto or the appointment of a receiver of any part thereof;
- (e) If the Credit Union should at any time deem itself insecure, bearing in mind the extent of the Obligations secured hereby, the value of the Collateral and any other relevant considerations;
- (f) The death, dissolution, termination of existence, insolvency, business failure, or commencement of any proceedings under any law relating to bankruptcy, insolvency, reorganization or compromise of debts affecting the Debtor or any one or more of them.

6. REMEDIES

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

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

- (d) The Debtor shall remain liable to the Credit Union for any deficiency after the proceeds of any sale, lease or disposition of Collateral are received by the Credit Union.
- (e) All rights, powers and remedies of the Credit Union under this Agreement may be exercised separately or in combination and shall be in addition to, and not in substitution for, any other security now or hereafter held by the Credit Union.

7. CHARGES AND EXPENSES

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

8. POSSESSION OF COLLATERAL

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

9. LOCATION OF COLLATERAL

The Collateral, insofar as it consists of tangible property, is now and will hereafter be kept at the address listed above or the addresses listed on Schedule A.

10. GENERAL

- (a) This Agreement shall be a continuing agreement in every respect.
- (b) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- (c) The Debtor may terminate this Agreement by delivering written notice to the Credit Union at any time when the Debtor, or each of them, is not indebted or liable to the Credit Union. No remedy for the enforcement of the rights of the Credit Union hereunder shall be exclusive of or dependent on any other such remedy and any one or more of such remedies may from time to time be exercised independently or in combination. The security interest created or provided for by this Agreement is intended to attach when this Agreement is signed by the Debtor and delivered to the Credit Union. For greater certainty it is declared that any and all future loans, advances or other value which the Credit Union may in its discretion make or extend to or for the account of the Debtor or of any one or more of them shall be secured by this Agreement. If more than one person executes this Agreement their Obligations hereunder shall be joint and several.
- (d) In construing the Agreement, the word "Debtor" and the personal pronouns as "he" or "his" and any verb relating thereto shall be read and construed as the number and gender of the parties signing this Agreement may require.
- (e) The Credit Union may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others, and with the Collateral and other securities, as the Credit Union may see fit and without prejudice to the liability of the Debtor or the Credit Union's right to hold and realize this security.

SIGNED, SEALED and DELIVERED this 17 day of November, 2011 at Vaughan, Ontario.

Witness _____ Signature of Member _____

Witness _____ Signature of Member _____

1126044 Ontario Inc

Corporation and/or Trade Name of Member

Per _____
Authorized Signing Officer Title

Per _____
Authorized Signing Officer Title (c/s)

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

SCHEDULE "A"

140

The following are the addresses of the locations of the Collateral in addition to the address given on page one of this original security agreement:



This is Exhibit ^{"0"}..... referred to in the
affidavit of JAN DROS.....
sworn before me, this 20TH.....
day of SEPTEMBER 2019.....


A COMMISSIONER FOR TAKING AFFIDAVITS

MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
TEL 416.362.3711 FAX 416.864.9223
www.mindengross.com

DIRECT DIAL (416) 369-4124
E-MAIL kkallish@mindengross.com
FILE NUMBER 4113121

March 14, 2019

VIA REGISTERED AND ORDINARY MAIL

1120044 Ontario Inc.
160 Cidermill Avenue, Suite 24
Concord, ON L4K 4K5
Attn: John Groscki

Dear Sirs:

Re: Royal Bank of Canada ("RBC") and 1120044 Ontario Inc. ("Borrower")

We act for RBC in connection with the indebtedness owing to it by the Borrower pursuant to a confirmation of credit facilities letter dated September 4, 2012, as amended from time to time ("**Loan Agreement**"). We refer to the variable rate term facility in the principal amount of \$795,000 established under the Loan Agreement ("**Term Facility**").

We have been advised by RBC that the principal payment of \$2,978, plus interest, due on February 25, 2019, was not paid. The failure to make this payment constitutes a breach under the Loan Agreement and all security referenced thereunder.

RBC requires that this default be remedied by no later than March 20, 2019, and that going forward, all monthly payments of principal in the amount of \$2,978 plus interest at the RBC prime rate plus 1.85% charged on the then outstanding principal amount, are to be made on the respective due dates. For your information, the current RBC prime rate is 3.95%. Based on this prime rate, the current interest component is \$106.93 per diem. Please be advised that the monthly payment amounts will vary month to month given that interest is calculated on a declining balance and is subject to any changes to the RBC prime rate. It is the responsibility of the Borrower to ensure that sufficient funds are deposited to its bank account prior to the payment due date.

On behalf of RBC, we wish to advise that the Term Facility matures on August 25, 2019, and will not be renewed by RBC. Accordingly, RBC strongly suggests that the Borrower make arrangements with another financial institution in order to repay the outstanding amounts owing under the Term Facility by no later than August 25, 2019.

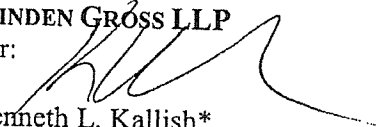


In the interim, RBC reserves all of its rights and remedies against the Borrower.

Yours truly,

MINDEN GROSS LLP

Per:


Kenneth L. Kallish*

KLK/th

cc Royal Bank of Canada – Attn: J. Oros, Manager – Special Loans and Advisory Services

*Partner through Professional Corporation

#3600772 v1 | 4113121

Rachel Moses

From: Ken Kallish <KKallish@mindengross.com>
Sent: Wednesday, March 20, 2019 8:06 PM
To: John Groscki CA CPA Office 416 663 9302 Cell/ Text 416 540-1988
Subject: Re: Royal Bank of Canada ("RBC") and 1120044 Ontario Inc. ("Borrower")
Attachments: image004.jpg; image002.jpg; image001.jpg; ATT00001.txt

The interest rate is set out in the demand letter to the Borrower. The interest rate is taken from the loan agreement signed by the Borrower. As stated in the demand letter, the interest rate is RBC prime rate plus 3.95%.

The 4.21% is the interest rate applicable to the vehicle loan, as stated in the demand letter to John Groscki CA Professional Corporation.

Kenneth L. Kallish* | T: 416.369.4124<tel:416.369.4124> | F: 416.864.9223<tel:416.864.9223>|
www.mindengross.com<<http://www.mindengross.com>>/>

*Partner through Professional Corporation

MERITAS LAW FIRMS WORLDWIDE

On Mar 20, 2019, at 7:43 PM, John Groscki CA CPA Office 416 663 9302 Cell/ Text 416 540-1988
 <jgroscki@yahoo.ca<<mailto:jgroscki@yahoo.ca>>> wrote:

i Was told that the interest rate three years ago was 4% by Jeff Price

I asked for the lowest rate available to me

I was told recently by Mr. St Denis that the rate was 4.1%

So which rate is it????

I paid the principal plus the interest as advised by RBC

So are you telling me that I was misled again!!!

John Groscki CA CPA

160 Cidermill Avenue Suite 24
 Vaughan Ontario Canada L4K 4K5
 Telephone 416 663 9300 Fax 416 663 9303
 Text // Cell -Direct 416 540 1988
 Email jgroscki@yahoo.ca<<mailto:jgroscki@yahoo.ca>>

On Wednesday, March 20, 2019, 6:10:46 p.m. EDT, Ken Kallish
 <KKallish@mindengross.com<<mailto:KKallish@mindengross.com>>> wrote:

Mr. Groscki,


With respect to the term loan payment that was to have been made by the Borrower on February 25, the RBC statement of the Borrower's account indicated insufficient funds on February 25 for that payment to be made. If you can provide evidence that sufficient deposits existed in this account at least equal to the amount that was required to be paid on February 25, please provide such evidence. The bank statement of the borrower that you have access to is what governs. If you have funds to deposit into the account of the Borrower maintained at RBC to make the payment required to be made on March 25, I suggest that you deposit the cheque you refer to, and advise me when that has been done.

As a reminder, the demand letters issued to John Groscki CA Professional Corporation, John Groscki, RYT Hospitality Inc., and 1120044 Ontario Inc., copies of which are attached, expire on March 25, and the revolving demand facilities and visa facilities extended to John Groscki CA Professional Corporation and RYT Hospitality Inc. will expire on that day.

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com<<http://www.mindengross.com/>>

*Partner through Professional Corporation

MERITAS LAW FIRMS

WORLDWIDE<<http://www.mindengross.com>><002.jpg><<http://www.mindengross.com/>><<http://www.mindengross.com/>>

From: John Groscki CA CPA Office 416 663 9302 Cell/ Text 416 540-1988 [<mailto:jgroscki@yahoo.ca>]

Sent: Friday, March 15, 2019 4:08 PM

To: Ken Kallish <KKallish@mindengross.com><<mailto:KKallish@mindengross.com>>>

Subject: Re: Royal Bank of Canada ("RBC") and 1120044 Ontario Inc. ("Borrower")

Hello Ken

I have made the payments with what information the bank has provided to me

The bank has chosen not to apply them to the mortgage or the car loan

Please look on the bank statements

I calculated and paid the interest as proposed by RBC and the principal payment amount

I prepared the check for Mar 25 2019 and have it ready to drop off at the branch again

Please just look at the February statement and you will see what i am talking about

At the moment I am in screaming pain and seeing Dr's nearly every day

RBC is causing me a great deal of harm physically and financially

Please review the credit report it is certainly wrong

John Groscki CA CPA

160 Cidermill Avenue Suite 24
Vaughan Ontario Canada L4K 4K5
Telephone 416 663 9300 Fax 416 663 9303

Text // Cell -Direct 416 540 1988
Email jgroscki@yahoo.ca<<mailto:jgroscki@yahoo.ca>>

On Friday, March 15, 2019, 3:45:04 p.m. EDT, Ken Kallish
<KKallish@mindengross.com<<mailto:KKallish@mindengross.com>>> wrote:

Mr. Groscki,

You indicate below that "all loans are current". I assume that you are referring to the term loan payment owing by 1120044 Ontario Inc. I have been advised by RBC that the term loan payment due on February 25 is still in arrears. Please provide evidence (such as a deposit slip, electronic transfer confirmation #, etc.) to support your statement that the February 25 payment has been made.

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com<<http://www.mindengross.com/>>

*Partner through Professional Corporation

MERITAS LAW FIRMS

WORLDWIDE<<http://www.mindengross.com/>><image004.jpg><<http://www.mindengross.com/>><<http://www.mindengross.com/>>

From: John Groscki CA CPA Office 416 663 9302 Cell/ Text 416 540-1988 [mailto:jgroscki@yahoo.ca]

Sent: Friday, March 15, 2019 1:43 PM

To: Ken Kallish <KKallish@mindengross.com<mailto:KKallish@mindengross.com>>

Subject: Re: Royal Bank of Canada ("RBC") and 1120044 Ontario Inc. ("Borrower")

second unsolicited offer this week

Today was 1.6 plus

So what ever you decide

be careful you do not harm me

All loans are current

RBC is playing a dangerous game

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John Groscki CA CPA

160 Cidermill Avenue Suite 24
Vaughan Ontario Canada L4K 4K5
Telephone 416 663 9300 Fax 416 663 9303

Text // Cell -Direct 416 540 1988
Email jgroscki@yahoo.ca<<mailto:jgroscki@yahoo.ca>>

On Thursday, March 14, 2019, 12:37:57 p.m. EDT, Ken Kallish
<KKallish@mindengross.com<<mailto:KKallish@mindengross.com>>> wrote:

Mr. Groscki,

We act for RBC in connection with the indebtedness owing to it by the Borrower.

Attached please find our letter regarding, among other things, the breach of the Borrower in making the term loan payment that was due on February 25, 2019, and requiring that this breach be remedied by no later than March 20, 2019.

<image001.jpg>

Kenneth L. Kallish*
T: 416.369.4124 F: 416.864.9223 www.mindengross.com<<http://www.mindengross.com>>
145 King St. West, Suite 2200, Toronto, ON M5H 4G2 Save contact details: Kenneth L.
Kallish<<http://www.mindengross.com/vcard.aspx?ID=Kenneth-Kallish>>

*Partner through Professional Corporation

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MERITAS LAW FIRMS WORLDWIDE

This communication is for the use of the individual or entity named herein and contains information that may be privileged and confidential. If you are not the intended recipient, any dissemination, distribution or copying of this message or its contents is strictly prohibited. If you have received this message in error, please advise the sender immediately.

<image004.jpg>

<image002.jpg>

<image001.jpg>

From: John Groscki CA CPA Office 416 663 9302 Cell/ Text 416 540-1988 <jgroscki@yahoo.ca>
Sent: Monday, April 08, 2019 10:59 AM
To: Ken Kallish
Cc: Oros, Jan
Subject: Property Sale 160 Cidermill Ave. Units 23 and 24
Attachments: 10-160 Cidermill Ave - MLS Listing.pdf; ATT00001.txt

Dear Mr. Kaillish:

As I previously advised you there are offers coming in on this property and I am speaking with two different purchasers at this time.


We agreed to terms over the weekend on one.


Attached is an MLS listing at this address for one smaller unit # 10.

My units are 23 and 24.

John Groscki CA CPA

160 Cidermill Avenue Suite 24
Vaughan Ontario Canada L4K 4K5
Telephone 416 663 9300 Fax 416 663 9303
Text // Cell -Direct 416 540 1988
Email jgroscki@yahoo.ca

| | | | |
|---|--|--|---|
|  | 160 Cidermill Ave 10 Vaughan Ontario L4K4K5 Vaughan Concord York 354-12-W SPIS: N Taxes: \$5,045.47 / 2018 / Annual Legal: Blk 25, Pl 65M2611 Prop Mgmt: Argo Property Management, Yrcp # 734 | | List: \$849,999.00 For Sale For: Sale Last Status: New DOM: 67 |
| | Industrial Multi-Unit | Occup: Tenant Freestanding: N SPIS: N | Lse Term Mnths: / Holdover: 120 Franchise: |
| | Possession: To Be Arranged Dir/Cross St: Jane/Langstaff | | Com Cndo Fee: \$359.00 |
| MLS#: N4349281 Sellers: Valco Investments Inc. Contact After Exp: N PIN#: ARN#: 192800023034085 | | | |
| Total Area: 2,552 Sq Ft Ofc/Apt Area: Indust Area: 850 Sq Ft Retail Area: Apx Age: Volts: 600 Amps: 100 Zoning: Em1 Truck Level: 0 Grade Level: 0 Drive-In: 1 Double Man: 1 Clear Height: 16 0 Sprinklers: N Heat: Gas Forced Air Open Phys Hdcp-Eqp: | Survey: Lot/Bldg/Unit/Dim: 0 x 0 Feet Unit Lot Irreg: Bay Size: %Bldg: Washrooms: 2 Water: Municipal Water Supply: Sewers: San+Storm A/C: Y Utilities: Y Garage Type: Outside/Surface Park Spaces: #Trl Spc: Energy Cert: Cert Level: GreenPIS: | Soil Test: Out Storage: Rail: N Crane: Basement: N Elevator: None UFFI: Assessment: Chattels: LLBO: Days Open: Hours Open: Employees: Seats: Area Infl: Major Highway Subways | |
| Bus/Bldg Name: For Year: Financial Stmt: Actual/Estimated: Taxes: Heat: Gross Inc/Sales: EstValueInv At Cost: Insur: Hydro: -Vacancy Allow: Com Area Upcharge: Mgmt: Water: -Operating Exp: % Rent: Maint: Other: =NetIncB4Debt: | | | |
| Client Remks: Totally Renovated & Upgraded Unit In Prime Vaughan Location Mins. To Subway, 400, 407 & 401 Hwys! Main Floor Is 1645 Sq.Ft. With 795 Sq.Ft. Of A Reception Area, 2 Exec. Offices, 3Pc Bathroom, Storage & 850 Sq.Ft. Warehouse Area With Drive-In Door Entry, 16' Clear Height And 1 Man Door! 2nd Floor Mezz. Approx. 907 Sq.Ft. Includes Large Executive Style Office W/Boardroom, Kitchenette, 2Pc Washroom. Updated Decor! Extras: Laminate Floors, Porcelain Tiles, Upgraded Trim & Doors, Glass Office Doors, Pot Lights, Shower Glass Enclosure Main Floor Bathroom, Granite Counters, All Upgraded Blinds, Elf's, Hot Water Tank, Storage Racks Erected In Industrial Area. Brkage Remks: 24 Hrs Notice For Showings. Showings From 9-5 M-F. Buyers & Agents To Verify All Measurements, Taxes & Zoning. Tenant Willing To Stay. Pls Incl. Sched B, 801, Disclosure & Allow 24Hr Irrev. On Offers. Dep. Certified Chq Or Bank Draft. Email Offers To: Valerie@Valeriegerardi.Com | | | |
| ROYAL LEPAGE YOUR COMMUNITY REALTY, BROKERAGE Ph: 905-731-2000 Fax: 905-886-7556 8854 Yonge Street Richmond Hill L4C0T4 VALERIE GERARDI, Salesperson 905-731-2000 Contract Date: 1/31/2019 Condition: Ad: Y Expiry Date: 6/30/2019 Cond Expiry: Escape: Last Update: 3/09/2019 CB Comm: 2.5% Original: \$849,999.00 | | | |

MINDEN GROSS LLP This is Exhibit ^{UP#} referred to in the affidavit of ^{JAN OROS} sworn before me, this ^{20TH} day of ^{SEPTEMBER} 20.19.....

 A COMMISSIONER FOR TAKING AFFIDAVITS

MINDEN GROSS LLP
 BARRISTERS & SOLICITORS
 145 KING STREET WEST, SUITE 2200
 TORONTO, ON, CANADA M5H 4G2
 TEL 416.362.3711 FAX 416.864.9223
 www.mindengross.com

DIRECT DIAL (416) 369-4124
 E-MAIL kkallish@mindengross.com
 FILE NUMBER 4113121

July 23, 2019

VIA REGISTERED AND ORDINARY MAIL

1120044 Ontario Inc.
 160 Cidermill Avenue, Suite 24
 Concord, ON L4K 4K5
 Attn: John Groscki

Dear Sirs:

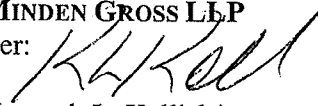
Re: Royal Bank of Canada ("RBC") and 1120044 Ontario Inc. ("Borrower")

As you are aware, we act for RBC in connection with the indebtedness owing to it by the Borrower pursuant to a confirmation of credit facilities letter dated September 4, 2012, as amended from time to time ("**Loan Agreement**"). In that regard, accompanying this letter is a copy of our letter to the Borrower dated March 14, 2019.

On behalf of RBC, we wish to once again advise that the variable rate term facility in the principal amount of \$795,000 established under the Loan Agreement ("**Term Facility**") matures on August 25, 2019, and will not be renewed by RBC. Accordingly, RBC once again strongly suggests that the Borrower make arrangements with another financial institution in order to repay the outstanding amounts owing under the Term Facility by no later than August 25, 2019.

In the interim, RBC continues to reserve all of its rights and remedies against the Borrower.

Yours truly,

MINDEN GROSS LLP
 Per: 
 Kenneth L. Kallish*

KLK/th
 Enc.

cc Royal Bank of Canada – Attn: J. Oros, Manager – Special Loans and Advisory Services
 R. Moses

*Partner through Professional Corporation

#3773061 v1 | 4113121

**MINDEN
GROSS** LLP

COPY

MINDEN GROSS LLP
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TORONTO, ON, CANADA M5H 4G2
TEL 416.362.3711 FAX 416.864.9223
www.mindengross.com

DIRECT DIAL (416) 369-4124
E-MAIL kcallish@mindengross.com
FILE NUMBER 4113121

March 14, 2019

VIA REGISTERED AND ORDINARY MAIL

1120044 Ontario Inc.
160 Cidermill Avenue, Suite 24
Concord, ON L4K 4K5
Attn: John Groscki

Dear Sirs:

Re: Royal Bank of Canada ("RBC") and 1120044 Ontario Inc. ("Borrower")

We act for RBC in connection with the indebtedness owing to it by the Borrower pursuant to a confirmation of credit facilities letter dated September 4, 2012, as amended from time to time ("**Loan Agreement**"). We refer to the variable rate term facility in the principal amount of \$795,000 established under the Loan Agreement ("**Term Facility**").

We have been advised by RBC that the principal payment of \$2,978, plus interest, due on February 25, 2019, was not paid. The failure to make this payment constitutes a breach under the Loan Agreement and all security referenced thereunder.

RBC requires that this default be remedied by no later than March 20, 2019, and that going forward, all monthly payments of principal in the amount of \$2,978 plus interest at the RBC prime rate plus 1.85% charged on the then outstanding principal amount, are to be made on the respective due dates. For your information, the current RBC prime rate is 3.95%. Based on this prime rate, the current interest component is \$106.93 per diem. Please be advised that the monthly payment amounts will vary month to month given that interest is calculated on a declining balance and is subject to any changes to the RBC prime rate. It is the responsibility of the Borrower to ensure that sufficient funds are deposited to its bank account prior to the payment due date.

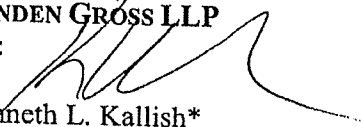
On behalf of RBC, we wish to advise that the Term Facility matures on August 25, 2019, and will not be renewed by RBC. Accordingly, RBC strongly suggests that the Borrower make arrangements with another financial institution in order to repay the outstanding amounts owing under the Term Facility by no later than August 25, 2019.

In the interim, RBC reserves all of its rights and remedies against the Borrower.

Yours truly,

MINDEN GROSS LLP

Per:


Kenneth L. Kallish*

KLK/th

cc Royal Bank of Canada – Attn: J. Oros, Manager – Special Loans and Advisory Services

*Partner through Professional Corporation

Christine Cavarzan

From: Ken Kallish
Sent: Monday, August 19, 2019 10:53 AM
To: 'bill@wgilmour.ca'
Cc: Rachel Moses
Subject: Royal Bank of Canada ("RBC") and 1120044 Ontario Inc. ("112")
Attachments: Scanned from a Xerox Multifunction Printer.pdf

Mr. Gilmour,

I understand from my partner, Rachel Moses, that you are acting for 112 and the other defendants in connection with the claim commenced by RBC in Court File No. CV-19-00617092-0000.

Attached is a letter dated July 23, 2019, with attachment, from our office to 112, advising that RBC will not be renewing the term loan referenced in the letter when the term loan matures on August 25, 2019.

RBC expects payment of the term loan to be made by no later than August 25, 2019, failing which it will be making formal demand for payment.

**MINDEN
GROSS ^{LL}**

KENNETH L. KALLISH*

T: 416.369.4124 F: 416.864.9223 www.mindengross.com

145 King St. West, Suite 2200, Toronto, ON M5H 4G2

Save contact details: [Kenneth L. Kallish](#)

*Partner through Professional Corporation

MERITAS LAW FIRMS WORLDWIDE

This communication is for the use of the individual or entity named herein and contains information that may be privileged and confidential. If you are not the intended recipient, any dissemination, distribution or copying of this message or its contents is strictly prohibited. If you have received this message in error, please advise the sender immediately.

This is Exhibit ^{"Q"}..... referred to in the
 affidavit of JAN DROS.....
 sworn before me, this 20TH.....
 day of SEPTEMBER 20..19..


 A COMMISSIONER FOR TAKING AFFIDAVITS



MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
TEL 416.362.3711 FAX 416.864.9223
www.mindengross.com

DIRECT DIAL (416) 369-4124
E-MAIL kkallish@mindengross.com
FILE NUMBER 4113121

July 23, 2019

VIA REGISTERED AND ORDINARY MAIL

1120044 Ontario Inc.
160 Cidermill Avenue, Suite 24
Concord, ON L4K 4K5
Attn: John Groscki

Dear Sirs:

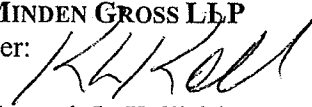
Re: Royal Bank of Canada ("RBC") and 1120044 Ontario Inc. ("Borrower")

As you are aware, we act for RBC in connection with the indebtedness owing to it by the Borrower pursuant to a confirmation of credit facilities letter dated September 4, 2012, as amended from time to time ("**Loan Agreement**"). In that regard, accompanying this letter is a copy of our letter to the Borrower dated March 14, 2019.

On behalf of RBC, we wish to once again advise that the variable rate term facility in the principal amount of \$795,000 established under the Loan Agreement ("**Term Facility**") matures on August 25, 2019, and will not be renewed by RBC. Accordingly, RBC once again strongly suggests that the Borrower make arrangements with another financial institution in order to repay the outstanding amounts owing under the Term Facility by no later than August 25, 2019.

In the interim, RBC continues to reserve all of its rights and remedies against the Borrower.

Yours truly,

MINDEN GROSS LLP
Per: 
Kenneth L. Kallish*

KLK/th
Enc.

cc Royal Bank of Canada – Attn: J. Oros, Manager – Special Loans and Advisory Services
R. Moses

*Partner through Professional Corporation

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156

MINDEN GROSS LLP
BARRISTERS & SOLICITORS
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TORONTO, ON, CANADA M5H 4G2
TEL 416.362.3711 FAX 416.864.9223
www.mindengross.com

DIRECT DIAL (416) 369-4124
E-MAIL kkallish@mindengross.com
FILE NUMBER 4113121

March 14, 2019

VIA REGISTERED AND ORDINARY MAIL

1120044 Ontario Inc.
160 Cidermill Avenue, Suite 24
Concord, ON L4K 4K5
Attn: John Groscki

Dear Sirs:

Re: Royal Bank of Canada ("RBC") and 1120044 Ontario Inc. ("Borrower")

We act for RBC in connection with the indebtedness owing to it by the Borrower pursuant to a confirmation of credit facilities letter dated September 4, 2012, as amended from time to time ("**Loan Agreement**"). We refer to the variable rate term facility in the principal amount of \$795,000 established under the Loan Agreement ("**Term Facility**").

We have been advised by RBC that the principal payment of \$2,978, plus interest, due on February 25, 2019, was not paid. The failure to make this payment constitutes a breach under the Loan Agreement and all security referenced thereunder.

RBC requires that this default be remedied by no later than March 20, 2019, and that going forward, all monthly payments of principal in the amount of \$2,978 plus interest at the RBC prime rate plus 1.85% charged on the then outstanding principal amount, are to be made on the respective due dates. For your information, the current RBC prime rate is 3.95%. Based on this prime rate, the current interest component is \$106.93 per diem. Please be advised that the monthly payment amounts will vary month to month given that interest is calculated on a declining balance and is subject to any changes to the RBC prime rate. It is the responsibility of the Borrower to ensure that sufficient funds are deposited to its bank account prior to the payment due date.

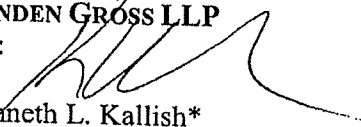
On behalf of RBC, we wish to advise that the Term Facility matures on August 25, 2019, and will not be renewed by RBC. Accordingly, RBC strongly suggests that the Borrower make arrangements with another financial institution in order to repay the outstanding amounts owing under the Term Facility by no later than August 25, 2019.

In the interim, RBC reserves all of its rights and remedies against the Borrower.

Yours truly,

MINDEN GROSS LLP

Per:


Kenneth L. Kallish*

KLK/th

cc Royal Bank of Canada – Attn: J. Oros, Manager – Special Loans and Advisory Services

*Partner through Professional Corporation

John Groscki CA
Professional Corporation

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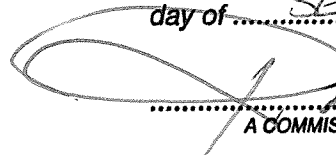
August 26, 2019

Fax 416 864 9223

Minden Gross
Barristers and Solicitors
145 King Street West, Suite 2200
Toronto, Ontario M5H 4G2

Att: Kenneth Kallish

This is Exhibit ^{"R"}..... referred to in the
affidavit of JAN OROS.....
sworn before me, this 20TH.....
day of SEPTEMBER 2019.....


A COMMISSIONER FOR TAKING AFFIDAVITS

Re: Royal Bank of Canada Mortgage 1120044 Ontario Inc.

This is to confirm that the mortgage application was sent to several lenders and has been approved by 100 percent of all lenders to date.

This is based upon a compromised credit report which I am waiting to be corrected as of today and funds that your client has improperly removed from my accounts.

You will note that the only loan account that I did not receive online access to was coincidentally this mortgage loan until very recently.

The documents did not specify the interest rate.

These documents were done when I was in a compromised state of health with severe nerve damage and relied on my bankers integrity.

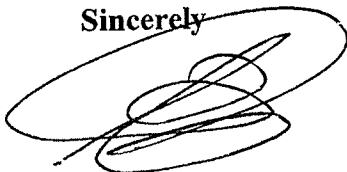
In my 50 years of dealing with banks, having been self employed since being a teenager in high school, I have never experienced such a sad state of affairs at a financial institution.

This has cost me considerably.

Trust this matter will be dealt with shortly. I note you have chosen to not withdraw the payments delivered to the bank.

You are aware of medical issues I am facing as a result of a recent tragic event at a medical clinic from a doctor induced overdose. This event, together with your client's conduct have delayed this refinancing. Any costs you chose to add to this matter are to your clients account and will only exacerbate this matter to your client's detriment.

Sincerely



John Groscki

Copy Jan Oros RBC

**MINDEN
GROSS** LLP

This is Exhibit ⁵..... referred to in the
affidavit of JAN DROS.....
sworn before me, this 20th
day of SEPTEMBER 2019..


A COMMISSIONER FOR TAKING AFFIDAVITS

159
MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
TEL 416.362.3711 FAX 416.864.9223
www.mindengross.com

DIRECT DIAL 416-369-4124
E-MAIL kcallish@mindengross.com
FILE NUMBER 4113121

August 27, 2019

PERSONAL & CONFIDENTIAL

VIA REGISTERED MAIL AND ORDINARY MAIL

1120044 Ontario Inc.
160 Cidermill Avenue, Suite 24
Concord, ON L4K 4K5
Attn: John Groscki

Dear Sirs:

**Re: Royal Bank of Canada (the "Bank") and 1120044 Ontario Inc. (the
"Company")**

We refer to our letters dated March 14, 2019 and July 23, 2019, copies of which are attached for your convenience of reference.

The Term Facility established under the Loan Agreement (each as defined in the attached letters) expired on August 25, 2019, and the indebtedness owing under the Term Facility has not been paid.

We have been advised by the Bank that as at August 26, 2019, the Company is indebted to the Bank in the following amounts:

1. in respect of the Term Facility, in the amount of \$676,720.48, comprising principal in the amount of \$667,178.90 and accrued interest to and including August 26, 2019 in the amount of \$9,541.58. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.8% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$106.02; and
2. in respect of legal fees incurred by the Bank up to July 3, 2019, in the amount of \$4,319.67.

On behalf of the Bank, we hereby advise you that the right of the Company to make any further borrowings under its agreement(s) with the Bank, and the obligation of the Bank to provide such borrowings, is hereby terminated and the indebtedness owing to the Bank by the Company expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for the payment by no later than September 6, 2019 of

the amounts expressed above and all interest accruing thereon up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Company to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Company and the Bank shall commence such legal proceedings it is entitled to commence against the Company in connection with its liabilities and obligations under any and all mortgage security delivered by the Company to the Bank.

We further advise the Company that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to September 6, 2019 without further notice to you if the Bank becomes aware of any matter which may impair its security.

Please be advised that account number 028741027481 maintained by the Bank in the name of the Company shall be closed on September 27, 2019, and that any amount remaining in such account shall be forwarded to the Company at its address maintained in the records of the Bank. The Company shall be responsible for payment to the Bank of any overdrawn amounts in the account as at September 27, 2019.

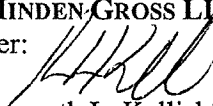
We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitors.

Yours truly,

MINDEN GROSS LLP

Per:



Kenneth L. Kallish*

KLK/vh
Enc.

cc Royal Bank of Canada – Attn: J. Oros, Manager – Special Loans and Advisory Services
R. Moses

#3821556 v1 | 4113121

*Partner through Professional Corporation

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: 1120044 ONTARIO INC., an insolvent person

TAKE NOTICE THAT:

1. **Royal Bank of Canada**, a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor;
 - real property legally described in PIN Numbers 29265-0023 LT and 29265-0024 LT, and municipally known as 160 Cidermill Avenue, Units 23 and 24, Concord, Ontario L4K 4K5 (collectively, the "**Real Property**").
2. The security that is to be enforced is in the form of:
 - General Security Agreement dated September 7, 2012;
 - Collateral Mortgage in the amount of \$795,000 registered against the Real Property on October 4, 2012 as Instrument No. YR 1902119;
 - Notice of Assignment of Rents registered against the Real Property on October 4, 2012 as Instrument No. YR 1902133.
3. The total amount of indebtedness secured by the security as at August 26 is \$681,040.15, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 27th day of August, 2019.

ROYAL BANK OF CANADA
by its solicitors, **MINDEN GROSS LLP**

Per: _____

Kenneth L. Kallish

**MINDEN
GROSS LLP**

COPY

MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
TEL 416.362.3711 FAX 416.864.9223
www.mindengross.com

DIRECT DIAL (416) 369-4124
E-MAIL kcallish@mindengross.com
FILE NUMBER 4113121

March 14, 2019

VIA REGISTERED AND ORDINARY MAIL

1120044 Ontario Inc.
160 Cidermill Avenue, Suite 24
Concord, ON L4K 4K5
Attn: John Groscki

Dear Sirs:

Re: Royal Bank of Canada ("RBC") and 1120044 Ontario Inc. ("Borrower")

We act for RBC in connection with the indebtedness owing to it by the Borrower pursuant to a confirmation of credit facilities letter dated September 4, 2012, as amended from time to time ("**Loan Agreement**"). We refer to the variable rate term facility in the principal amount of \$795,000 established under the Loan Agreement ("**Term Facility**").

We have been advised by RBC that the principal payment of \$2,978, plus interest, due on February 25, 2019, was not paid. The failure to make this payment constitutes a breach under the Loan Agreement and all security referenced thereunder.

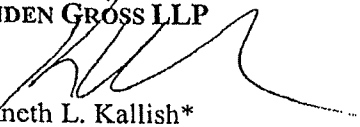
RBC requires that this default be remedied by no later than March 20, 2019, and that going forward, all monthly payments of principal in the amount of \$2,978 plus interest at the RBC prime rate plus 1.85% charged on the then outstanding principal amount, are to be made on the respective due dates. For your information, the current RBC prime rate is 3.95%. Based on this prime rate, the current interest component is \$106.93 per diem. Please be advised that the monthly payment amounts will vary month to month given that interest is calculated on a declining balance and is subject to any changes to the RBC prime rate. It is the responsibility of the Borrower to ensure that sufficient funds are deposited to its bank account prior to the payment due date.

On behalf of RBC, we wish to advise that the Term Facility matures on August 25, 2019, and will not be renewed by RBC. Accordingly, RBC strongly suggests that the Borrower make arrangements with another financial institution in order to repay the outstanding amounts owing under the Term Facility by no later than August 25, 2019.

In the interim, RBC reserves all of its rights and remedies against the Borrower.

Yours truly,

MINDEN GROSS LLP
Per:


Kenneth L. Kallish*

KLK/th

cc Royal Bank of Canada — Attn: J. Oros, Manager — Special Loans and Advisory Services

*Partner through Professional Corporation

#3600772 v1 | 4113121

**MINDEN
GROSS** LLP

COPY

164
MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
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TEL. 416.362.3711 FAX 416.864.9223
www.mindengross.com

DIRECT DIAL (416) 369-4124
E-MAIL kkallish@mindengross.com
FILE NUMBER 4113121

July 23, 2019

VIA REGISTERED AND ORDINARY MAIL

1120044 Ontario Inc.
160 Cidermill Avenue, Suite 24
Concord, ON L4K 4K5
Attn: John Groscki

Dear Sirs:

Re: Royal Bank of Canada ("RBC") and 1120044 Ontario Inc. ("Borrower")

As you are aware, we act for RBC in connection with the indebtedness owing to it by the Borrower pursuant to a confirmation of credit facilities letter dated September 4, 2012, as amended from time to time ("**Loan Agreement**"). In that regard, accompanying this letter is a copy of our letter to the Borrower dated March 14, 2019.

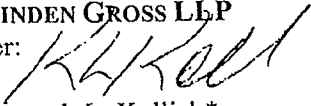
On behalf of RBC, we wish to once again advise that the variable rate term facility in the principal amount of \$795,000 established under the Loan Agreement ("**Term Facility**") matures on August 25, 2019, and will not be renewed by RBC. Accordingly, RBC once again strongly suggests that the Borrower make arrangements with another financial institution in order to repay the outstanding amounts owing under the Term Facility by no later than August 25, 2019.

In the interim, RBC continues to reserve all of its rights and remedies against the Borrower.

Yours truly,

MINDEN GROSS LLP

Per:


Kenneth L. Kallish*

KLK/th
Enc.

cc Royal Bank of Canada – Attn: J. Oros, Manager – Special Loans and Advisory Services
R. Moses

*Partner through Professional Corporation

#3773061 v1 | 4113121



165

MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
TEL 416.362.3711 FAX 416.864.9223
www.mindengross.com

DIRECT DIAL 416-369-4124
E-MAIL kkallish@mindengross.com
FILE NUMBER 4113121

August 27, 2019

PERSONAL AND CONFIDENTIAL**VIA REGISTERED MAIL AND ORDINARY MAIL**

John Groscki CA Professional Corporation
160 Cidermill Avenue
Suite 24
Concord, ON L4K 4K5
Attn: John Groscki

Dear Sirs:

Re: Royal Bank of Canada (the "Bank") and 1120044 Ontario Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated September 7, 2012 limited to the sum of \$795,000.00.

As at August 26, 2019, the Company is indebted to the Bank in the following amounts:

1. in respect of the Term Facility, in the amount of \$676,720.48, comprising principal in the amount of \$667,178.90 and accrued interest to and including August 26, 2019 in the amount of \$9,541.58. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.8% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$106.02; and
2. in respect of legal fees incurred by the Bank up to July 3, 2019, in the amount of \$4,319.67.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than September 6, 2019 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.



In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to September 6, 2019 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

MINDEN GROSS LLP

Per:


Kenneth L. Kallish*

KLK/vh

cc Royal Bank of Canada – Attn: J. Oros, Manager – Special Loans and Advisory Services
R. Moses

#3821657 v1 | 4113121

*Partner through Professional Corporation



167

MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
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TEL 416.362.3711 FAX 416.864.9223
www.mindengross.com

DIRECT DIAL 416-369-4124
E-MAIL kkallish@mindengross.com
FILE NUMBER 4113121

August 27, 2019

PERSONAL AND CONFIDENTIAL**VIA REGISTERED MAIL AND ORDINARY MAIL**

RYT Hospitality Ltd.
160 Cidermill Avenue
Suite 24
Concord, ON L4K 4K5
Attn: John Groscki

Dear Sirs:

Re: Royal Bank of Canada (the "Bank") and 1120044 Ontario Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated September 7, 2012 limited to the sum of \$795,000.00.

As at August 26, 2019, the Company is indebted to the Bank in the following amounts:

1. in respect of the Term Facility, in the amount of \$676,720.48, comprising principal in the amount of \$667,178.90 and accrued interest to and including August 26, 2019 in the amount of \$9,541.58. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.8% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$106.02; and
2. in respect of legal fees incurred by the Bank up to July 3, 2019, in the amount of \$4,319.67.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than September 6, 2019 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.



In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to September 6, 2019 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

MINDEN GROSS LLP

Per:


Kenneth L. Kallish*

KLK/vh

cc Royal Bank of Canada – Attn: J. Oros, Manager – Special Loans and Advisory Services
R. Moses

#3821649 v1 | 4113121

*Partner through Professional Corporation



169

MINDEN GROSS LLP
BARRISTERS & SOLICITORS
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TORONTO, ON, CANADA M5H 4G2
TEL 416.362.3711 FAX 416.864.9223
www.mindengross.com

DIRECT DIAL 416-369-4124
E-MAIL kkallish@mindengross.com
FILE NUMBER 4113121

August 27, 2019

PERSONAL AND CONFIDENTIAL**VIA REGISTERED MAIL AND ORDINARY MAIL**

| | |
|---|--|
| John Groscki 160 Cidermill Avenue Suite 24 Concord, ON L4K 4K5 | John Groscki 7699 Yonge Street Thornhill, ON L3T 1Z5 |
|---|--|

Dear Sirs:

Re: Royal Bank of Canada (the "Bank") and 1120044 Ontario Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated September 7, 2012 limited to the sum of \$795,000.00.

As at August 26, 2019, the Company is indebted to the Bank in the following amounts:

1. in respect of the Term Facility, in the amount of \$676,720.48, comprising principal in the amount of \$667,178.90 and accrued interest to and including August 26, 2019 in the amount of \$9,541.58. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.8% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$106.02; and
2. in respect of legal fees incurred by the Bank up to July 3, 2019, in the amount of \$4,319.67.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than September 6, 2019 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.



In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to September 6, 2019 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

MINDEN GROSS LLP

Per:

Kenneth L. Kallish*

A handwritten signature in black ink, appearing to be "K. Kallish", written over the printed name.

KLK/vh

cc Royal Bank of Canada – Attn: J. Oros, Manager – Special Loans and Advisory Services
R. Moses

#3821675 v1 | 4113121

*Partner through Professional Corporation

From: William R. GILMOUR <bill@wgilmour.ca>
Sent: Tuesday, August 27, 2019 4:25 PM
To: Ken Kallish
Cc: Rachel Moses
Subject: Re: Royal Bank of Canada ("RBC") and 1120044 Ontario Inc. ("112")

I will either be moving to be removed from the Record on the matters with Mr. GROSKI.

I will forward your e-mail to him.

William R. GILMOUR, J.D., C.I.P., LL.M.
Barrister and Solicitor
GILMOUR BARRISTERS PROFESSIONAL CORPORATION
Suite 3 - 1 Royce Avenue
BRAMPTON, Ontario L6Y 1J4

Direct Line (905) 595-5040
Direct Fax (905) 866-5177
Switchboard (905) 451-6682

E-mail "bill@wgilmour.ca <<mailto:bill@wgilmour.ca>>"
Website "www.wgilmour.ca <<http://www.wgilmour.ca>>"

117"
This is Exhibit referred to in the
affidavit of ... JAN OROS
sworn before me, this 20th
day of ... SEPTEMBER 2019


A COMMISSIONER FOR TAKING AFFIDAVITS

This is a confidential communication.
Part or all of this communication may
be solicitor client privileged.
If you have received this message in error
please notify me by return e-mail.
If you have received this message in error
please destroy the message
WITHOUT HAVING SAVED IT
AND WITHOUT HAVING MADE ANY COPIES.

On 2019-08-27 4:06 p.m., Ken Kallish wrote:

Mr. Gilmour,

Further to my below e mail, please see attached demand letters.

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation
MERITAS LAW FIRMS WORLDWIDE

MINDEN
GROSS LLP

From: Ken Kallish
Sent: Monday, August 19, 2019 10:53 AM
To: 'bill@wgilmour.ca' <bill@wgilmour.ca>
Cc: Rachel Moses <RMoses@mindengross.com>
Subject: Royal Bank of Canada ("RBC") and 1120044 Ontario Inc. ("112")

Mr. Gilmour,

I understand from my partner, Rachel Moses, that you are acting for 112 and the other defendants in connection with the claim commenced by RBC in Court File No. CV-19-00617092-0000.

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Attached is a letter dated July 23, 2019, with attachment, from our office to 112, advising that RBC will not be renewing the term loan referenced in the letter when the term loan matures on August 25, 2019.

RBC expects payment of the term loan to be made by no later than August 25, 2019, failing which it will be making formal demand for payment.



KENNETH L. KALLISH*

T: 416.369.4124 F: 416.864.9223 www.mindengross.com

145 King St. West, Suite 2200, Toronto, ON M5H 4G2

Save contact details: [Kenneth L. Kallish](#)

*Partner through Professional Corporation

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Rachel Moses

From: Ken Kallish
Sent: Wednesday, August 28, 2019 11:15 AM
To: 'Jan Oros (jan.oros@rbc.com)'
Cc: Rachel Moses
Subject: FW: Royal Bank of Canada ("RBC") and 1120044 Ontario Inc. ("112")

Morning Jan. See below. NITAIP means Notice of Intention to Act In Person. This is what we discussed in the context of a Receivership Application, and the fact that John can represent himself, but not a corporation.

Once Gilmour is formally off the record, Rachel will have to deal directly with John, which will no doubt be a challenge.

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation
 MERITAS LAW FIRMS WORLDWIDE



From: William R. GILMOUR [mailto:bill@wgilmour.ca]
Sent: Tuesday, August 27, 2019 5:47 PM
To: Ken Kallish <KKallish@mindengross.com>
Subject: Re: Royal Bank of Canada ("RBC") and 1120044 Ontario Inc. ("112")

Sorry I was contemplating that he might serve a NITAIP however there is a corporation involved and I just missed excising the "either". Sorry.

I am booked up this week, my Assistant is on vacation, and Monday is a holiday so I'll get her on the motion on Tuesday or Wednesday next.

William R. GILMOUR, J.D., C.I.P., LL.M.
 Barrister and Solicitor
 GILMOUR BARRISTERS PROFESSIONAL CORPORATION
 Suite 3 - 1 Royce Avenue
 BRAMPTON, Ontario L6Y 1J4

Direct Line (905) 595-5040
 Direct Fax (905) 866-5177
 Switchboard (905) 451-6682

E-mail "bill@wgilmour.ca <mailto:bill@wgilmour.ca>"
 Website "www.wgilmour.ca <http://www.wgilmour.ca>"

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 AND WITHOUT HAVING MADE ANY COPIES.

On 2019-08-27 4:32 p.m., Ken Kallish wrote:

Mr. Gilmour.

174

What does "either" mean. Please clarify.

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation

MINDEN MERITAS LAW FIRMS WORLDWIDE

GROSS LLP

From: William R. GILMOUR [<mailto:bill@wgilmour.ca>]

Sent: Tuesday, August 27, 2019 4:25 PM

To: Ken Kallish <KKallish@mindengross.com>

Cc: Rachel Moses <RMoses@mindengross.com>

Subject: Re: Royal Bank of Canada ("RBC") and 1120044 Ontario Inc. ("112")

I will either be moving to be removed from the Record on the matters with Mr. GROSCKI.

I will forward your e-mail to him.

William R. GILMOUR, J.D., C.I.P., LL.M.
Barrister and Solicitor
GILMOUR BARRISTERS PROFESSIONAL CORPORATION
Suite 3 - 1 Royce Avenue
BRAMPTON, Ontario L6Y 1J4

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E-mail "bill@wgilmour.ca" <<mailto:bill@wgilmour.ca>>"
Website "www.wgilmour.ca" <<http://www.wgilmour.ca>>"

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AND WITHOUT HAVING MADE ANY COPIES.

On 2019-08-27 4:06 p.m., Ken Kallish wrote:

Mr. Gilmour,

Further to my below e mail, please see attached demand letters.

From: Ken Kallish

Sent: Monday, August 19, 2019 10:53 AM

To: 'bill@wgilmour.ca' <bill@wgilmour.ca>

Cc: Rachel Moses <RMoses@mindengross.com>

Subject: Royal Bank of Canada ("RBC") and 1120044 Ontario Inc. ("112")

Mr. Gilmour,

I understand from my partner, Rachel Moses, that you are acting for 112 and the other defendants in connection with the claim commenced by RBC in Court File No. CV-19-00617092-0000.

Attached is a letter dated July 23, 2019, with attachment, from our office to 112, advising that RBC will not be renewing the term loan referenced in the letter when the term loan matures on August 25, 2019.

RBC expects payment of the term loan to be made by no later than August 25, 2019, failing which it will be making formal demand for payment.



KENNETH L. KALLISH*

T: [416.369.4124](tel:416.369.4124) F: [416.864.9223](tel:416.864.9223) www.mindengross.com

145 King St. West, Suite 2200, Toronto, ON M5H 4G2

Save contact details: [Kenneth L. Kallish](#)

*Partner through Professional Corporation

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Rachel Moses

From: Ken Kallish
Sent: Thursday, August 29, 2019 9:53 AM
To: 'bill@wgilmour.ca'
Cc: Rachel Moses
Subject: FW: Corrected credit report - John G

Mr. Gilmour,

Since you are still on the record as counsel for Mr. Groscki and the other defendants, I am forwarding the below e mail from Mr. Groscki to Mr. Oros of RBC, and my reply, which I assume you will forward to Mr. Groscki.

Please advise Mr. Groscki that he is not to communicate directly with RBC, as the matters in his e mail are the subject of ongoing litigation, and RBC is represented by this firm.

Please advise when you are formally off the record, at which time we will no longer communicate with you.

Thank you,

Ken

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation
MERITAS LAW FIRMS WORLDWIDE



From: John Groscki CA CPA Office 416 663 9302 Cell/ Text 416 540-1988 [<mailto:jgroscki@yahoo.ca>]
Sent: Thursday, August 29, 2019 9:16 AM
To: Oros, Jan <jan.oros@rbc.com>
Subject: Corrected credit report

WITHOUT PREJUDICE

My credit report was finally corrected today.

It has substantially improved my credit position.

I am told it should be improved for September 2019 and forward.

My cash and balances are sitting at approximately \$ 62,000.

There was more than sufficient funds to clear off the disputed payments etc that you have not withdrawn from the accounts.

It is my belief that I am owed a substantial refund from improper, over-charges and other sums owing to me by RBC.

John Groscki CA CPA

160 Cidermill Avenue Suite 24
Vaughan Ontario Canada L4K 4K5
Telephone 416 663 9300 Fax 416 663 9303
Text // Cell -Direct 416 540 1988
Email jgroscki@yahoo.ca

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

Si vous recevez ce courriel par erreur, veuillez en aviser l'expéditeur immédiatement, par retour de courriel ou par un autre moyen. Vous avez accepté de recevoir le(s) document(s) ci-joint(s) par voie électronique à l'adresse courriel indiquée ci-dessus; veuillez conserver une copie de cette confirmation pour les fins de référence future.

Rachel Moses

From: William R. GILMOUR <bill@wgilmour.ca>
Sent: Friday, August 30, 2019 1:07 PM
To: Ken Kallish
Cc: Rachel Moses
Subject: Re: FW: Corrected credit report - John G

I understand. Thank you. I will forward your reply.

Best regards.

William R. GILMOUR, J.D., C.I.P., LL.M.
 Barrister and Solicitor
 GILMOUR BARRISTERS PROFESSIONAL CORPORATION
 Suite 3 - 1 Royce Avenue
 BRAMPTON, Ontario L6Y 1J4

Direct Line (905) 595-5040
 Direct Fax (905) 866-5177
 Switchboard (905) 451-6682

E-mail "bill@wgilmour.ca <<mailto:bill@wgilmour.ca>>"
 Website "www.wgilmour.ca <<http://www.wgilmour.ca>>"

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 AND WITHOUT HAVING MADE ANY COPIES.

On 2019-08-30 10:09 a.m., Ken Kallish wrote:

That may be the case, but you can tell Mr. Groscki that if he continues to send e mails directly to Mr. Oros or anyone else at RBC relating to these matters, they will be referred to this office for reply

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation
 MERITAS LAW FIRMS WORLDWIDE

**MINDEN
 GROSS**

From: William R. GILMOUR [<mailto:bill@wgilmour.ca>]
Sent: Thursday, August 29, 2019 5:58 PM
To: Ken Kallish <KKallish@mindengross.com>
Cc: Rachel Moses <RMoses@mindengross.com>
Subject: Re: FW: Corrected credit report - John G

I will forward the message to Mr. GROSKI however I know of nothing in the law that precludes parties litigant from communicating with each other, whether or not counsel are involved.

179

William R. GILMOUR, J.D., C.I.P., LL.M.
Barrister and Solicitor
GILMOUR BARRISTERS PROFESSIONAL CORPORATION
Suite 3 - 1 Royce Avenue
BRAMPTON, Ontario L6Y 1J4

Direct Line (905) 595-5040
Direct Fax (905) 866-5177
Switchboard (905) 451-6682

E-mail "bill@wgilmour.ca <<mailto:bill@wgilmour.ca>>"
Website "www.wgilmour.ca <<http://www.wgilmour.ca>>"

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On 2019-08-29 9:52 a.m., Ken Kallish wrote:

Mr. Gilmour,

Since you are still on the record as counsel for Mr. Groscki and the other defendants, I am forwarding the below e mail from Mr. Groscki to Mr. Oros of RBC, and my reply, which I assume you will forward to Mr. Groscki.

Please advise Mr. Groscki that he is not to communicate directly with RBC, as the matters in his e mail are the subject of ongoing litigation, and RBC is represented by this firm.

Please advise when you are formally off the record, at which time we will no longer communicate with you.

Thank you,

Ken

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation
MERITAS LAW FIRMS WORLDWIDE

**MINDEN
GROSS**

From: John Groscki CA CPA Office 416 663 9302 Cell/ Text 416 540-1988
[mailto:jgroscki@yahoo.ca]
Sent: Thursday, August 29, 2019 9:16 AM
To: Oros, Jan <jan.oros@rbc.com>
Subject: Corrected credit report

180

WITHOUT PREJUDICE

My credit report was finally corrected today.

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John Groscki CA CPA

160 Cidermill Avenue Suite 24
Vaughan Ontario Canada L4K 4K5
Telephone 416 663 9300 Fax 416 663 9303
Text // Cell -Direct 416 540 1988
Email jgroscki@yahoo.ca

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Rachel Moses

181

From: John Groscki CA CPA Office 416 663 9302 Cell/ Text 416 540-1988 <jgroscki@yahoo.ca>
Sent: Friday, August 30, 2019 1:20 PM
To: Ken Kallish; William R. GILMOUR
Cc: Rachel Moses
Subject: CORRESPONDENCE RBC AS INSTRUCTED BY RBC

DEAR MR. KALLISH

I AM DOING AS INSTRUCTED BY RBC WITHIN THE PAST WEEK.

FURTHER I AM ADVISED BY MR. GILMOUR THAT HE IS NOT ACTING FOR ME SO I DO NOT UNDERSTAND YOU COMMUNICATING WITH HIM AS I NOTICE THAT HE HAS ALSO COMMUNICATED THE SAME WITH YOU.

I NOTE ALSO THAT YOU HAVE COPIED JAN OROS SO YOU AND RBC HAVE CREATED CONFUSION AS HAS ALWAYS BEEN THE CASE AT RBC.

PLEASE NOTE THAT RBC HAS NEVER GOTTEN THE FACTS STRAIGHT REGARDING ANY MATTERS WHICH IS WHY WE ARE HERE TODAY. RBC HAS ALWAYS CONFUSED THE FACTS AND CONSTANTLY AND DELIBERATELY MISLED ME TO SUIT THEIR OWN PURPOSES.

PLEASE NOTE THAT RBD STAFF HAVE BEEN COMMUNICATING WITH ME AS I STILL DO BANKING AT RBC. SO PLEASE GET THESE FACTS STRAIGHT.

PLEASE ADVISE ME WHEN DOES RBC INTEND TO COMPLY WITH THE BANKING ACT!!!!

PLEASE STOP WASTING MY TIME AND HARASSING ME!@!

John Groscki CA CPA

160 Cidermill Avenue Suite 24
Vaughan Ontario Canada L4K 4K5
Telephone 416 663 9300 Fax 416 663 9303
Text // Cell -Direct 416 540 1988
Email jgroscki@yahoo.ca

On Friday, August 30, 2019, 01:07:01 p.m. EDT, William R. GILMOUR <bill@wgilmour.ca> wrote:

I understand. Thank you. I will forward your reply.

Best regards.

William R. GILMOUR, J.D., C.I.P., LL.M.
Barrister and Solicitor
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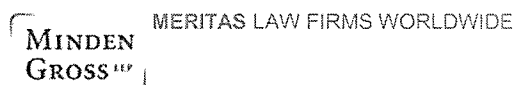
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That may be the case, but you can tell Mr. Groscki that if he continues to send e mails directly to Mr. Oros or anyone else at RBC relating to these matters, they will be referred to this office for reply

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation



From: William R. GILMOUR [<mailto:bill@wgilmour.ca>]
Sent: Thursday, August 29, 2019 5:58 PM
To: Ken Kallish <KKallish@mindengross.com>
Cc: Rachel Moses <RMoses@mindengross.com>
Subject: Re: FW: Corrected credit report - John G

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[mailto:jgroscki@yahoo.ca]
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OLN23000 OLBB - Online Branch Banking

Card: 33049179 Level: 060 Transit: 01481

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Close Inquiry




2019 / 09 / 20

 OLB014I - Reply messages completed W994 PRIVATE/COMMERCIAL BANKING LOAN

189

^ - Required Information

Transaction 230 - Close Inquiry

| | | |
|--|---|--|
| ^ Loan Account Number: | <input type="text" value="10946689"/> | Print: <input type="radio"/> Yes <input checked="" type="radio"/> No |
| ^ Loan Number: | <input type="text" value="002"/> | |
| BackDate Code: | <input type="checkbox"/>  | |
| Effective date (YYYY / MM / DD): | <input type="text" value="2019"/> / <input type="text" value="09"/> / <input type="text" value="20"/>  | |
| ^ Inquiry Purpose: | <input type="text" value="Close Inquiry only"/>  | |
| <input type="button" value="Find"/> <input type="button" value="Clear"/> | | |

Results

| Number | Messages |
|--------|----------|
| 1 | XX |

Inquiry Type: CLOSE INQ Inquiry Date: SEP 20/19 Inquiry Time: 10:18:17

Loan Account Number - Segment: 10946689-002

Short Name: 1120044ONTARIO Deferred Indicator:

Loan Officer Number: 954

Loan Description: DEMAND LOAN

Status: RI

Inquiry Effective Date: SEP 20/19

Outstanding Loan: 667,178.90

Interest to Date: 12,192.01

Insurance to Date: 0.00

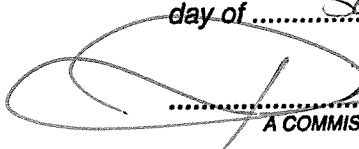
Loan Closing Amount: 679,370.91

Amort Term Remaining: 219

Per Diem Interest: 106.02

Payment / Maturity Date: MAR 25/19

This is Exhibit "U" referred to in the
affidavit of JAW OROS
sworn before me, this 2019
day of SEPTEMBER 20.19

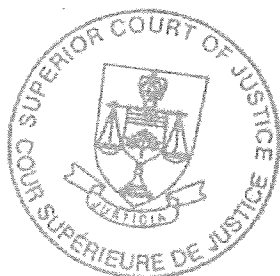

A COMMISSIONER FOR TAKING AFFIDAVITS

TOP ▲

Court File No. CU - 101-00617092-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:



ROYAL BANK OF CANADA

This is Exhibit 14V11 referred to in the
affidavit of John Gros
sworn before me, this 20th
day of SEPTEMBER Plaintiff 2019

and

A COMMISSIONER FOR TAKING AFFIDAVITS

**JOHN GROSKI CA PROFESSIONAL CORPORATION,
RYT HOSPITALITY LTD., 1120044 ONTARIO INC.,
and JOHN GROSKI also known as JOHN FRANCIS GROSKI**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT(S):

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL

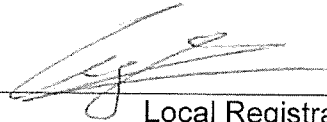
FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$750 for costs, within the time for serving and filing your Statement of Defence, you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$400 for costs and have the costs assessed by the Court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date March 28, 2019

Issued by



Local Registrar

Address of court office: 393 University Avenue, 10th Floor
Toronto ON M5G 1E6

TO: **JOHN GROSCKI CA PROFESSIONAL CORPORATION**
160 Cidermill Avenue, Suite 24
Concord ON L4K 4K5

AND TO: **RYT HOSPITALITY LTD.**
160 Cidermill Avenue, Suite 24
Concord ON L4K 4K5

AND TO: **1120044 ONTARIO INC.**
160 Cidermill Avenue, Suite 24
Concord ON L4K 4K5

AND TO: **JOHN GROSCKI**
also known as JOHN FRANCIS GROSCKI
160 Cidermill Avenue, Suite 24
Concord ON L4K 4K5

CLAIM

1. The plaintiff, Royal Bank of Canada ("**RBC**"), claims as against the defendant, John Groscki CA Professional Corporation ("**Groscki CA**"):

- (a) payment of the sum of \$45,014.68 in respect of a revolving demand loan facility owing by Groscki CA to RBC, together with interest thereon from March 29, 2019 to the date of judgment at RBC's prime rate of interest in effect from time to time plus 2.00% per annum, both before and after judgment;
- (b) payment of the sum of \$11,438.95 in respect of a fixed rate term loan facility owing by Groscki CA to RBC, together with interest thereon from March 29, 2019 to the date of judgment at the rate of 4.21% per annum, both before and after judgment;
- (c) payment of the sum of \$10,645.25 in respect of a Visa facility, together with interest thereon from March 29, 2018, to the date of judgment in accordance with the Visa arrangements between RBC and Groscki CA (interest is at the rate of 19.99% per annum); and
- (d) payment of the sum of \$110,000.00 under its guarantee of the debts of RYT Hospitality Ltd. ("**RYT**") to RBC, together with interest thereon from March 29, 2019 to the date of judgment at RBC's prime rate of interest per annum in effect from time to time plus 5%, both before and after judgment.

2. RBC claims against the defendant, RYT:

- (a) payment of the sum of \$100,964.24 in respect of a revolving demand loan facility owing by RYT to RBC, together with interest thereon from March 29, 2019 to the date of judgment at RBC's prime rate of interest in effect from time to time plus 2.00% per annum, both before and after judgment;
- (b) payment of the sum of \$10,345.58 in respect of a Visa facility, together with interest thereon from March 29, 2018, to the date of judgment in accordance with the Visa arrangements between RBC and RYT (interest is at the rate of 19.99% per annum); and
- (c) payment of the sum of \$60,000.00 under its guarantee of the debts of Groscki CA to RBC, together with interest thereon from March 29, 2019 to the date of judgment at RBC's prime rate of interest per annum in effect from time to time plus 5%, both before and after judgment.

3. RBC claims against the defendant, 1120044 Ontario Inc. ("112"):

- (a) payment of the sum of \$60,000.00 under its guarantee of the debts of Groscki CA to RBC, together with interest thereon from March 29, 2019 to the date of judgment at RBC's prime rate of interest per annum in effect from time to time plus 5%, both before and after judgment; and

- (b) payment of the sum of \$110,000.00 under its guarantee of the debts of RYT to RBC, together with interest thereon from March 29, 2019 to the date of judgment at RBC's prime rate of interest per annum in effect from time to time plus 5%, both before and after judgment.

4. RBC claims against the defendant, John Groscki also known as John Francis Groscki ("**John**"):

- (a) payment of the sum of \$60,000.00 under his guarantee of the debts of Groscki CA to RBC, together with interest thereon from March 29, 2019 to the date of judgment at RBC's prime rate of interest per annum in effect from time to time plus 5%, both before and after judgment; and
- (b) payment of the sum of \$110,000.00 under his guarantee of the debts of RYT to RBC, together with interest thereon from March 29, 2019 to the date of judgment at RBC's prime rate of interest per annum in effect from time to time plus 5%, both before and after judgment.

5. RBC claims as against the defendants collectively:

- (a) in the alternative to the interest claimed above, pre-judgment and post-judgment interest in accordance with sections 128 and 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (b) the costs of this proceeding on a solicitor and client basis (at the time of pleading costs are \$5,443.89); and

(c) such further and other relief as this Honourable Court may deem just.

The Parties

6. RBC is a chartered bank with offices in Toronto, Ontario.
7. Groscki CA is a company incorporated pursuant to the laws of Ontario. Its registered office address is 160 Cidermill Avenue, Suite 24, Concord, Ontario (the "**Concord Premises**").
8. RYT is a company incorporated pursuant to the laws of Ontario. Its registered office address is the Concord Premises.
9. 112 is a company incorporated pursuant to the laws of Ontario. Its registered office address is the Concord Premises.
10. John is an individual residing in the Province of Ontario. John is President of Groscki CA and 112, and a director of RYT.

Groscki CA's Indebtedness – Loan Agreement, Security and Guarantees

11. Pursuant to a loan agreement dated September 4, 2012, as amended by letter agreement dated October 30, 2015 (collectively the "**Groscki CA Loan Agreement**"), RBC extended credit facilities to the Groscki CA as follows:

Facility #1 \$50,000.00 revolving demand facility

Facility #2 \$10,000.00 Business Visa facility

Facility #3 \$32,000.00 fixed rate term facility (the car loan)

12. In support of the Groscki CA Loan Agreement, Groscki CA executed, among other things, a general security agreement in favour of RBC.
13. By written guarantee and postponement of claim on RBC's Standard Form 812 dated September 7, 2012, RYT guaranteed payment to RBC of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by Groscki CA to RBC, limited to the principal amount of \$60,000.00 together with interest from the date of demand at a rate equal to RBC's prime interest rate per annum in effect from time to time plus 5.00%, both before and after judgment.
14. By written guarantee and postponement of claim on RBC's Standard Form 812 dated September 7, 2012, 112 guaranteed payment to RBC of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by Groscki CA to RBC, limited to the principal amount of \$60,000.00 together with interest from the date of demand at a rate equal to RBC's prime interest rate per annum in effect from time to time plus 5.00%, both before and after judgment.
15. By written guarantee and postponement of claim on RBC's Standard Form 812 dated September 7, 2012, John guaranteed payment to RBC of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by Groscki CA to RBC, limited to the principal amount of \$60,000.00 together with interest from the date of demand at a rate equal to RBC's prime interest rate per annum in effect from time to time plus 5.00%, both before and after judgment.
16. The guarantees referred to in paragraphs 13, 14 and 15 herein are collectively, the "**Groscki CA Guarantees**".

17. The Groscki CA Guarantees provide that RYT, 112 and John, as guarantors:

- (a) waive any right to require RBC to first exhaust its recourse against Groscki CA or any securities held by RBC; and
- (b) will pay all of RBC's legal costs on a solicitor and own client basis incurred by or on behalf of RBC as a result of any action instituted on the basis of the Guarantee.

18. By way of demand letter sent on March 13, 2019, RBC made demand on Groscki CA for repayment of indebtedness owed to RBC. The demand letter provides:

"We refer to a confirmation of credit facilities letter dated September 4, 2012 between the Bank and the Company, as amended by letter dated October 30, 2015 ("**Loan Agreement**").

As you are aware, the indebtedness owing by the Company to the Bank referred to in items 1 and 3 below are repayable on demand. With respect to the indebtedness referred to in item 2 below, representing Facility #3 established under the Loan Agreement, we have been advised by the Bank that the Company failed to make the monthly blended payment of principal and interest in the amount of \$592.38, which was due on February 17, 2019. Such failure constitutes an event of default under the Loan Agreement, entitling the Bank to made demand for the full outstanding amount owing by the Company to the Bank under Facility #3.

We have been advised by the Bank that as at March 11, 2019, the Company is indebted to it in the following amounts:

- 1. in respect of a revolving demand facility, in the amount of \$45,097.81, comprising principal in the amount of \$45,000 and accrued interest to and including March 11, 2019 in the amount of \$97.81. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 2%

per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$7.34;

2. in respect of a fixed rate term facility, in the amount of \$12,600.56, comprising principal in the amount of \$12,523.99 and accrued interest to and including March 11, 2019 in the amount of \$76.56. Interest continues to accrue on the aforesaid principal amount at the rate of 4.21% per annum. The per diem amount is \$1.44; and

3. in respect of Visa account number 4516 0700 0820 8953, in the amount of \$10,487.32 as at March 11, 2019. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank."

19. As part of the demand letter, RBC also gave notice of its intention to enforce its security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*.

20. By way of demand letters sent on March 13, 2019, RBC made demand on the guarantors, RYT, 112 and John under the Groscki CA Guarantees.

21. The demand has expired and Groscki CA has failed to repay in full the indebtedness owing to RBC under the loan agreement and security.

22. The demand period has expired and RYT, 112 and John have failed to repay in full the indebtedness owing to RBC under the Groscki CA Guarantees.

RYT's Indebtedness – Loan Agreement, Security and Guarantees

23. Pursuant to a loan agreement dated August 22, 2017, (the "RYT Loan Agreement"), RBC extended credit facilities to RYT as follows:

Facility #1 \$100,000.00 revolving demand facility

Facility #2 \$10,000.00 Business Visa facility

24. In support of the RYT Loan Agreement, RYT executed, among other things, a general security agreement in favour of RBC.

25. By written guarantee and postponement of claim on RBC's Standard Form 812 dated November 15, 2013, Groscki CA guaranteed payment to RBC of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by RYT to RBC, limited to the principal amount of \$110,000.00 together with interest from the date of demand at a rate equal to RBC's prime interest rate per annum in effect from time to time plus 5.00%, both before and after judgment.

26. By written guarantee and postponement of claim on RBC's Standard Form 812 dated November 15, 2013, 112 guaranteed payment to RBC of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by RYT to RBC, limited to the principal amount of \$110,000.00 together with interest from the date of demand at a rate equal to RBC's prime interest rate per annum in effect from time to time plus 5.00%, both before and after judgment.

27. By written guarantee and postponement of claim on RBC's Standard Form 812 dated November 15, 2013, John guaranteed payment to RBC of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by RYT to RBC, limited to the principal amount of \$110,000.00 together with interest from the date of demand at a rate equal to RBC's prime interest rate per annum in effect from time to time plus 5.00%, both before and after judgment.

28. The guarantees referred to in paragraphs 25, 26 and 27 herein are collectively, the **"RYT Guarantees"**.

29. The RYT Guarantees provide that Groscki CA, 112 and John, as guarantors:

- (a) waive any right to require RBC to first exhaust its recourse against RYT or any securities held by RBC; and
- (b) will pay all of RBC's legal costs on a solicitor and own client basis incurred by or on behalf of RBC as a result of any action instituted on the basis of the Guarantees.

30. By way of demand letter sent on March 13, 2019, RBC made demand on RYT for repayment of indebtedness owed to RBC. The demand letter provides:

"As you are no doubt aware, the indebtedness owing by the Company to the Bank is repayable on demand. We have been advised by the Bank that as at March 11, 2019 the Company is indebted to it in the following amounts:

1. in respect of a revolving demand facility, in the amount of \$100,685.66, comprising principal in the amount of \$100,472.74 and accrued interest to and including March 11, 2019 in the amount of \$212.92. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 2% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$16.38; and
2. in respect of Visa account number 4516 0700 0821 0306, in the amount of \$10,345.58 as at March 11, 2019. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank."

31. As part of the demand letter, RBC also gave notice of its intention to enforce its security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*.

32. By way of demand letters sent on March 13, 2019, RBC made demand on the guarantors, Groscki CA, 112 and John, under the RYT Guarantees.

33. The demand has expired and RYT has failed to repay the indebtedness owing to RBC under the loan agreement and security.

34. The demand period has expired and Groscki CA, 112 and John have failed to repay the indebtedness owing to RBC under the RYT Guarantees.

35. At the time of pleading, the indebtedness remains outstanding by the defendants.

36. RBC therefore pleads that the defendants are liable to it for the relief claimed herein.

March 28, 2019

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Lawyers for the Plaintiff

BETWEEN

ROYAL BANK OF CANADA
Plaintiff

-and-

JOHN GROSCKI CA PROFESSIONAL CORPORATION., et al
Defendants

Court File No.

CU-19-006170912-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

STATEMENT OF CLAIM

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Lawyers for the Plaintiff

(File No. 4113122)

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

**JOHN FRANCIS GROSCKI,
JOHN GROSCKI CA PROFESSIONAL CORPORATION,
RYT HOSPITALITY LTD. and 1120044 ONTARIO INC.**

Defendants

STATEMENT OF DEFENCE AND COUNTERCLAIM

1. The Defendants John Francis GROSCKI ("John"), JOHN GROSCKI CA PROFESSIONAL CORPORATION ("JGCA") , RYT HOSPITALITY LTD. ("RYT") and 1120044 ONTARIO INC. ("112")(together the "Defendants") admit the allegations contained in paragraphs 6, 7, 8, 9, 10, 11, and 23 of the Statement of Claim.
2. The Defendants have no knowledge or insufficient knowledge to plead to the allegations contained in paragraphs 12, 13, 14, 15, 16, 17, 18, 24, 25, 26, 27, 28, 29, and 30 of the Statement of Claim.
3. Except as expressly and specifically herein admitted the Defendants deny all other allegations contained in the Statement of Claim and put the Plaintiff to the strict proof thereof.

4. The Defendants state that the Plaintiff demands immediate repayment of loans in bad faith. The Defendants state that The Plaintiff failed to provide loan services properly, and instead of resolving issues, The Plaintiff demands immediate repayment of all loans without reasonable notice.
5. The Defendants plead that it was a term implied by the custom between the parties and at common law that the Plaintiff would afford reasonable notice in respect of any demand for repayment of the loans at issue.
6. The Defendant JGCA agreed on credit facilities with The Plaintiff in 2012 and 2015 which included a revolving loan of \$50,000, a \$10,000 business Visa and a fixed-term loan of \$32,000.
7. The Defendant RYT agreed on credit facilities with the Plaintiff that included a revolving loan of \$100,000 and a \$10,000 business VISA.
8. The Defendant 112 has a fixed term loan account with the Plaintiff, the current balance of which is \$682,000.
9. The Plaintiff demands immediate repayment on the two revolving loans with JGCA and RYT respectively, as well as the two business visa accounts with the same. The Plaintiff also demands repayment on the fixed-term loan with John and JGCA, by claiming default, which the Defendants dispute.
10. The Defendants have met all loan obligations prior to The Plaintiff's repayment demands and consequent refusal on the part of the Plaintiff to take payments in the usual course

and to accept payments offered by the Defendants from their customary operating accounts held with and at the Plaintiff's branches.

11. At no point have the loans been under any risk of default.
12. The Defendants plead the Plaintiff is estopped at equity from enforcing an immediate demand for repayment of any of the loans at issue under circumstances where the Plaintiff has authored any default or late payment (which default is not admitted but expressly denied) by unilaterally refusing to take or accept available payments from its customers, the Defendants.
13. The Defendants state that The Plaintiff is demanding immediate repayment in bad faith, and not for any legitimate business purpose.
14. The Defendants state that The Plaintiff failed to meet its obligations under the loan agreements and provided improper/unreasonable services, charges and fees as follows:
 - a) The Plaintiff failed to administer the Defendants' accounts properly. This resulted in over charges to the Defendants, which have not been addressed and are herein contested;
 - b) The Plaintiff refused to communicate accurate information or details on charges preventing by its own conduct, the accurate review of the various obligations by the Defendants;

- c) The Plaintiff improperly restricted access to cleared funds which it held of the Defendants in breach of the agreements that it had with the Defendants and in breach of the custom between the Parties and of contemporary Canadian business and banking;
- d) The Plaintiff made misleading and inconsistent statements to the Defendants regarding fees and the delivery of services;
- e) The Plaintiff unilaterally failed or refused, or negligently failed, to withdraw payments from the Defendants' accounts as previously agreed between the Parties;
- f) The Plaintiff improperly extracted funds from the Defendants' accounts for which it has failed to account to the Defendants;
- g) The Plaintiff failed to process payments by the Defendants as agreed between the Parties;
- h) The Plaintiff failed to provide mortgage statements and loan information as reasonably requested by the Defendants;
- i) The Plaintiff failed to provide loan services on a timely and accurate basis as required under the agreements between the Parties;
- j) The Plaintiff interfered with the collection of monies owing to some of the Defendants by making improper demands;

k) The Plaintiff instructed the Defendants to use the service The Plaintiff Express, which failed to function as The Plaintiff stated the losses in respect of which the Defendants claim the Plaintiff to be vicariously liable for;

l) The Plaintiff failed to establish proper online banking services as promised and advertized by the Plaintiff;

m) The Plaintiff failed to process the Defendants' complaints and respond to the Defendants' issues aforesaid and timely raised with the Plaintiff; and

n) The Plaintiff failed to have a proper customer complaint system and it failed to function as required under the *Bank Act*;

15. The Defendants state that The Plaintiff's repayment demands and this action are part of malicious tactics by The Plaintiff to intimidate the Defendants, in bad faith.

16. The Defendants pray that this action be dismissed against them, with costs on a substantial indemnity basis plus HST thereon.

COUNTERCLAIM

17. The Defendants (Plaintiffs by Counterclaim) have incurred incurred expenses and suffered damage as a result of The Plaintiff's conduct, in an amount to be particularized prior to trial but not less than \$2,000,000, as follows:

- a) The Defendants spent extra time and money to monitor, review and manage the services and charges by The Plaintiff.
- b) The Defendants made arrangements at alternative banks to make up for the lack of proper services by The Plaintiff.
- c) The Defendants were forced to cancel orders and sales contracts.
- d) The Defendants' credit ratings dropped.
- e) The Defendants incurred needless expenses.
- f) The improper services and communications from The Plaintiff caused the Defendant John Francis Groscki frustration and pain, which added to the difficulties he already experienced due to his age and medical conditions.

18. The Defendants estimate the total damage to be \$2,000,000 and makes counterclaim against The Plaintiff for the same amount for breach of contract and bad faith.

19. The Defendants assert that the Plaintiff stood in a fiduciary duty to them with which relationship the Plaintiff has breached a duty to deal in good faith as a result of which the Defendants have suffered damages.

20. The Defendants repeat and rely upon each and every pleading in the foregoing
Statement of Defence as if here repeated seriatim.

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Date: 30 April 2019

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ROYAL BANK OF CANADA
Plaintiff

- and -

JOHN GROSCKI CA PROFESSIONAL CORPORATION et al
Defendants

Court File No. CV-19-00617092-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at **TORONTO**

**STATEMENT OF DEFENCE AND
COUNTERCLAIM**

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T-074 P0009/0009 F-063

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff
Defendant to the Counterclaim

and

**JOHN GROSKI CA PROFESSIONAL CORPORATION,
RYT HOSPITALITY LTD., 1120044 ONTARIO INC.,
and JOHN GROSKI also known as JOHN FRANCIS GROSKI**

Defendants
Plaintiffs by Counterclaim

DEMAND FOR PARTICULARS

The Plaintiff/Defendant to Counterclaim, Royal Bank of Canada ("**RBC**"), demands particulars of the following allegations in the Statement of Defence and Counterclaim of the Defendants/Plaintiffs by Counterclaim, John Groscki CA Professional Corporation ("**Groscki CA**"), RYT Hospitality Ltd. ("**RYT**"), 1120044 Ontario Inc., and John Groscki also known as John Francis Groscki. (collectively, the "**Defendants**"), dated April 30, 2019, as follows:

1. With respect to the allegations contained in subparagraph 14(a) of the Statement of Defence and Counterclaim that "RBC failed to administer the Defendants' accounts properly" and that "this resulted in over charges to the Defendants, which have not been addressed":

- (a) to identify if the accounts allegedly improperly administered are in respect of Groscki CA and/or RYT or both;
- (b) to provide details and particulars of the alleged “overcharges” including, the date and nature of the overcharges in respect of Groscki CA and/or RYT, or both.

2. With respect to the allegations contained in subparagraph 14(b) of the Statement of Defence and Counterclaim that “RBC refused to communicate accurate information or details on charges preventing by its own conduct, the accurate review of the various obligations by the Defendants”:

- (a) to identify if the accounts are in respect of Groscki CA and/or RYT or both;
- (b) to provide details and particulars of the allegation that “RBC refused to communicate accurate information or details”, including identifying the RBC employee(s) and the date and nature of the “inaccurate information or details”.

3. With respect to the allegations contained in subparagraph 14(c) of the Statement of Defence and Counterclaim:

- (a) to provide details and particulars with respect to the allegation that RBC “improperly restricted access to cleared funds which it held of the Defendants”, including identify the account holder, the date and nature of the restriction and the particulars of the “cleared funds”.

4. With respect to the allegations contained in subparagraph 14(d) of the Statement of Defence and Counterclaim that “RBC made misleading and inconsistent statement to the Defendants regarding fees and the delivery of services”:

- (a) to provide details and particulars of the RBC employee(s) who allegedly made “misleading and inconsistent statements”, including who the alleged statements were made to, particulars of the statements and identify if the alleged statements were made in respect of Groscki CA and/or RYT or both.

5. With respect to the allegations contained in subparagraph 14(e) of the Statement of Defence and Counterclaim, to identify the account holder and dates and amounts of RBC allegedly “failing, refusing or negligently failing to withdraw payments from the Defendants’ accounts”.

6. With respect to the allegations contained in subparagraph 14(f) of the Statement of Defence and Counterclaim, to identify the account holder and dates and amounts of RBC allegedly “improperly extracting funds from the Defendants’ accounts for which it has failed to account to the Defendants”.

7. With respect to the allegations contained in subparagraph 14(g) of the Statement of Defence and Counterclaim, to identify the account holder and dates and amounts of RBC allegedly “failing to process payments by the Defendants”.

8. With respect to the allegations contained in subparagraph 14(h) of the Statement of Defence and Counterclaim, to provide details and particulars, including the

date(s), of which mortgage statements and what loan information RBC allegedly failed to provide and to identify the borrower who requested such information.

9. With respect to the allegations contained in subparagraph 14(i) of the Statement of Defence and Counterclaim, to provide details and particulars, including the date(s) and identify of the borrower where loan services were allegedly not provided on a timely and accurate basis.

10. With respect to the allegations contained in subparagraph 14(l) of the Statement of Defence and Counterclaim, to provide details and particulars, including the date(s) and identify of the borrower in respect of the alleged "online banking services";

11. With respect to the allegations contained in paragraph 17 of the Statement of Defence and Counterclaim, provide particulars of not less than the sum of \$2 million in damages claimed, including:

- (a) a detailed breakdown of the damages claim, including all and any documents that support the alleged amount of damages.

May 13, 2019

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John Francis Groscki

B E T W E E N

ROYAL BANK OF CANADA
Plaintiff / Defendant to Counterclaim

-and- **JOHN GROSCKI CA PROFESSIONAL CORPORATION., et al**
Defendants / Plaintiffs by Counterclaim
Court File No. CV-19-00617092-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

DEMAND FOR PARTICULARS

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(File No. 4113122)

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff
Defendant to the Counterclaim

and

**JOHN GROSCKI CA PROFESSIONAL CORPORATION,
RYT HOSPITALITY LTD., 1120044 ONTARIO INC.,
and JOHN GROSCKI also known as JOHN FRANCIS GROSCKI**

Defendants
Plaintiffs by Counterclaim

REPLY AND DEFENCE TO COUNTERCLAIM

1. The plaintiff/defendant by counterclaim, Royal Bank of Canada ("**RBC**"), admits the allegations contained in paragraphs 6 and 7 of the statement of defence and counterclaim.
2. Except as hereinafter expressly admitted, RBC denies the balance of the allegations contained in the statement of defence and counterclaim, and puts the defendants/plaintiffs by counterclaim, to the strict proof thereof.
3. RBC repeats and relies upon the allegations contained in its statement of claim.
4. This reply and statement of defence to counterclaim will use the same terms as defined in the statement of claim.

Reservation of Rights to Amend Reply and Statement of Defence to Counterclaim

5. On May 13, 2019, RBC served on the defendants/plaintiffs by counterclaim a demand for particulars in accordance with Rule 25 of the Rules of Civil Procedure.

6. As at the time of pleading, the defendants/plaintiffs' response to the demand for particulars remains outstanding and unsatisfied in full.

The Parties

7. Groscki CA and RYT are borrowers of RBC.

8. 112 is also a borrower of RBC. However, for the purposes of this action, 112 is a defendant based on its guarantees and postponement of claims delivered to RBC in respect of the debts and liabilities of Groscki CA and RYT.

9. John is a defendant in this action based on his guarantees and postponements of claims delivered to RBC in respect of the debts and liabilities of Groscki CA and RYT.

The Credit Facilities for Groscki CA

10. The defendants/plaintiffs by counterclaim admit the credit facilities extended to Groscki CA pursuant to the Groscki CA Loan Agreement.

11. John as President of Groscki CA confirmed, accepted and agreed to the terms of the Groscki CA Loan Agreement on September 7, 2012 and as amended on November 9, 2015 and October 18, 2016.

12. The Groscki CA Loan Agreement sets out, among other things:
 - (a) the credit facilities, including the interest rate charged,
 - (b) the fees (and other charges) charged,
 - (c) reporting requirements,
 - (d) events of default, and
 - (e) Royal Bank of Canada Loan Agreement - Standard Terms (Form 472).
13. The Groscki CA Loan Agreement contains a "Whole Agreement" clause:

"This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities."
14. RBC pleads and relies on the terms and conditions of the Groscki CA Loan Agreement.

The Credit Facilities for RYT

15. The defendants/plaintiffs by counterclaim admit the credit facilities extended to RYT pursuant to the RYT Loan Agreement.
16. John as President of RYT confirmed, accepted and agreed to the terms of the RYT Loan Agreement on August 7, 2018.
17. The RYT Loan Agreement sets out, among other things:

- (a) the credit facilities, including the interest rate charged,
- (b) the fees (and other charges) charged,
- (c) reporting requirements,
- (d) events of default, and
- (e) Royal Bank of Canada Loan Agreement - Standard Terms (Form 472).

18. The RYT Loan Agreement contains a "Whole Agreement" clause:

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

19. RBC pleads and relies on the terms and conditions of the RYT Loan Agreement.

20. The Groscki CA Loan Agreement and the RYT Loan Agreement are collectively referred to herein as the "**Credit Agreements**".

Transfer to Special Loans Group

21. The accounts of Groscki CA and RYT (and others) were transferred to RBC's Special Loans and Advisory Services Group ("**SLAS**") in or about the winter of 2019. The reason for the transfer was communicated to Groscki CA and RYT on or about February 19, 2019.

22. Prior to the transfer to SLAS, numerous communications (written and oral) were exchanged between RBC and John in respect of the credit facilities as set out herein.

23. In the summer of 2018, RBC Senior Commercial Account Manager, Ghalib Salam, advised John that RBC had certain credit concerns that needed to be addressed or the accounts would be transferred to SLAS.

24. At the same time that RBC communicated its credit concerns to John, John raised various concerns to RBC. RBC pleads that at all times it responded to John's concerns and attempted to resolve issues, where appropriate to do so. In fact, to address John's concerns, in January 2019, RBC agreed to amend the Credit Agreements.

25. RBC pleads that by email sent on January 7, 2019, Mr. Salam sent John the amended agreements for Groscki CA and RYT. The amendments included converting the revolving demand loans into term loans. Mr. Salam advised John that the first payments due under the proposed new term loans for Groscki CA and RYT is January 31, 2019.

26. RBC pleads that the proposed amended agreements were not satisfactory to Groscki CA or RYT. As a result, John did not sign the amended agreements for either Groscki CA or RYT.

27. Further communications were exchanged in January 2019, including a detailed response on January 9, 2019, from RBC Regional Vice President, Sean Munro, to John summarizing John's concerns and providing RBC's response.

28. RBC determined, as it is entitled to, that the accounts required transfer to the Special Loans Group.

29. As pleaded in the statement of claim, RBC made formal demand on the defendants/plaintiffs by counterclaim on March 13, 2019. RBC determined, as it is entitled to, that it required repayment of all demand loans (i.e., the revolving demand loans and the Business Visa facilities for Groscki CA and RYT). RBC provided the defendants/plaintiffs by counterclaim with at least 10 days' notice to repay the indebtedness even though it is due *immediately*.

30. With respect to the Groscki CA car loan, RBC set out the nature of default in the demand letter (i.e., failure to make the monthly blended payment of principal and interest in the amount of \$592.38, which was due on February 17, 2019) and provided the defendants/plaintiffs by counterclaim with at least 10 days' notice to repay the indebtedness in full.

31. RBC pleads that to date, the indebtedness owing by Groscki CA and RYT under the Credit Agreements remain outstanding in full.

32. RBC pleads that to date, the indebtedness owing by 112 and John pursuant to the Groscki CA Guarantees and the RYT Guarantees (collectively the "**Guarantees**") remain outstanding in full.

33. Contrary to the allegations contained in the statement of defence and counterclaim, RBC pleads that it properly made demand on the defendants/plaintiffs by counterclaim in accordance with the Credit Agreements and the Guarantees. RBC denies

the allegations that demand was made in bad faith or for an improper purpose or that RBC authored the defaults.

34. Contrary to the allegations contained in the statement of defence and counterclaim, RBC pleads that it provided the defendants/plaintiffs by counterclaim with sufficient time to repay the indebtedness once demand was issued on March 13, 2019. RBC pleads that the defendants/plaintiffs by counterclaim have failed to repay the indebtedness owing to RBC in accordance with the Credit Agreements and the Guarantees. RBC pleads that the defendants/plaintiffs by counterclaim have breached their obligations to RBC.

35. Contrary to the allegations contained in the statement of defence and counterclaim, RBC pleads that it provided services to Groscki CA and RYT in accordance with the terms and conditions of the Credit Agreements. RBC pleads that there is no basis to the allegations contained in paragraph 14 of the statement of defence and counterclaim that RBC failed to meet its obligations under the Credit Agreements, and that RBC provided improper/unreasonable services, charges and fees to the defendants/plaintiffs by counterclaim.

36. RBC pleads that there is no factual or legal basis to the allegations in the statement of defence and counterclaim that its demands for repayment are “part of malicious tactics” by RBC “to intimidate the defendants [/plaintiffs by counterclaim], in bad faith.”

37. RBC pleads that there is no factual or legal basis to the allegations in the statement of defence and counterclaim that: (i) RBC “stood in a fiduciary duty” to the

defendants/plaintiffs by counterclaim and/or that (ii) RBC has “breached a duty to deal in good faith” with the defendants/plaintiffs by counterclaim.

38. RBC pleads that the interest rates, fees and charges paid by Groscki CA and RYT are required under the terms of the Credit Agreements, as applicable.

39. RBC pleads and relies on the terms and provisions of the Guarantees.

40. The Guarantees are on RBC’s standard form 812. Clauses (1), (2), (3), (8) and (13) of the Guarantees provide as follows:

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

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

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

...

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

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

41. RBC pleads that under the Guarantees, 112 and John are prevented from asserting any counterclaim or claim for damages against RBC.

Damages

42. At all times, RBC acted in good faith and complied with the terms of the Credit Agreements.

43. The defendants/plaintiffs by counterclaim have suffered no damages whatsoever. They are put to the strict proof thereof.

44. In any event, the damages claimed are not attributable in whole or in part to any actionable act or omission on the part of RBC.

45. In any event, the said damages are excessive, too remote and unsupported by any allegations in the statement of defence and counterclaim.

Disposition

46. RBC therefore asks that this counterclaim be dismissed with costs.

August 27, 2019

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Lawyers for the Plaintiff/Defendant to
Counterclaim

TO: **GILMOUR BARRISTERS**
Professional Corporation
3 – 1 Royce Avenue
Brampton ON L6Y 1J4

William R. Gilmour (LSO# 31392J)
bill@wgilmour.ca
Tel: 905-595-5040
Fax: 905-866-5177

Lawyers for the Defendants/Plaintiffs by Counterclaim

B E T W E E N

ROYAL BANK OF CANADA

Plaintiff / Defendant to Counterclaim

-and- **JOHN GROSCKI CA PROFESSIONAL CORPORATION., et al**

Defendants / Plaintiffs by Counterclaim

Court File No. CV-19-00617092-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

REPLY AND DEFENCE TO COUNTERCLAIM

MINDEN GROSS LLP

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Lawyers for the Plaintiff/Defendant to Counterclaim

(File No. 4113122)

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

and

1120044 ONTARIO INC.

Defendant

CONSENT


msi Spergel inc. hereby agrees to act as Receiver in the above-noted matter.

DATED at **TORONTO**, Ontario this 18th day of September, 2019.

This is Exhibit "W" referred to in the
affidavit of JAN ORUS
sworn before me, this 20th
day of SEPTEMBER 2019.

.....
A COMMISSIONER FOR TAKING AFFIDAVITS

msi Spergel inc.

Per: 
Name: Mukul Manchanda, CPA, CIRP, LIT
Title: Partner

BETWEEN

ROYAL BANK OF CANADA
Plaintiff

-and-

1120044 ONTARIO INC.
Defendant

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

CONSENT

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

Rachel Moses (LSO# 42081V)
rmoses@mindengross.com
Tel: 416-369-4115
Fax: 416-864-9223

Lawyers for the Plaintiff

(File No. 4113121)

TAB 3

Court File No. CV-19-627802-001

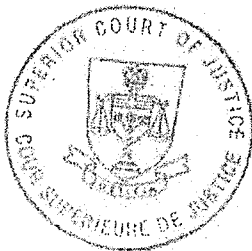
**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

and

**1120044 ONTARIO INC.**

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT(S):

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL

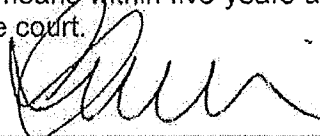
FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$750 for costs, within the time for serving and filing your Statement of Defence, you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$400 for costs and have the costs assessed by the Court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date September 20, 2019

Issued by


C. Irwin
Registrar

Local Registrar

Address of 330 University Avenue, 9th Floor
court office: Toronto ON M5G 1R7

TO: **1120044 ONTARIO INC.**
160 Cidermill Avenue, Unit 24
Concord ON L4K 4K5

CLAIM

1. The plaintiff, Royal Bank of Canada ("**RBC**"), claims:
 - (a) as against the defendant, 1120044 Ontario Inc. (the "**Company**" or "**112**"), an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, appointing msi Spergel inc. ("**Spergel**") as receiver (in such capacity, the "**Receiver**"), without security, over all of the assets, undertakings and property of the Debtor, including Receiver of the real property municipally known as 160 Cidermill Avenue, Units 23 and 24, Concord, Ontario [PIN 29265-0023 and PIN 29265-0024] (the "**Real Property**"), and all other property, assets and undertakings relating thereto;
 - (b) the costs of this proceeding, plus all applicable taxes, on a full indemnity basis; and
 - (c) such further and other relief as counsel may advise and this Court may permit.

The Parties

2. RBC is a chartered bank with offices in Toronto, Ontario.
3. 211 is an Ontario corporation. Its registered office address is the Real Property.

Loan Agreement, Security and Guarantees

4. Pursuant to a commitment letter dated September 4, 2012 and accepted by the Borrower on September 7, 2012, as amended from time to time (the "**Loan Agreement**"), RBC extended a variable rate term facility in the principal amount of \$795,000 to the Borrower (the "**Term Facility**")
5. The Term Facility matured on August 25, 2019.
6. Under the Loan Agreement, all outstanding principal and interest is payable in full on maturity.
7. In support of the credit facilities, the Company executed and delivered a General Security Agreement (the "**GSA**") to RBC on the Bank's Standard Form 924 in all personal property of the Borrower.
8. Other security was also executed and delivered to RBC in support of the credit facilities as follows.
9. A collateral charge/mortgage, made between the Borrower, as mortgagor, and RBC, as mortgagee, registered on title to the Real Property as Instrument No. YR1902119 on October 24, 2012, in the Land Registry Office (No. 65) (the "**Mortgage**"). The Mortgage is in the principal amount of \$795,000.00 and provides for interest at the interest rate of Prime plus 5.0% per annum.
10. RBC Standard Charge Terms 20015 is incorporated in the Mortgage.

11. By written guarantee and postponement of claim on RBC's Standard Form 812 dated September 7, 2012, John Groscki Groscki CA Professional Corporation ("**Groscki CA**") guaranteed payment to RBC of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Company to RBC, limited to the principal amount of \$795,000.00 together with interest from the date of demand at a rate equal to RBC's prime interest rate per annum in effect from time to time plus 5.000%, both before and after judgment.

12. By written guarantee and postponement of claim on RBC's Standard Form 812 dated September 7, 2012, RYT Hospitality Limited ("**RYT**") guaranteed payment to RBC of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Company to RBC, limited to the principal amount of \$795,000.00 together with interest from the date of demand at a rate equal to RBC's prime interest rate per annum in effect from time to time plus 5.000%, both before and after judgment.

13. By written guarantee and postponement of claim on RBC's Standard Form 812 dated September 7, 2012, John Francis Groscki ("**John**") guaranteed payment to RBC of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Company to RBC, limited to the principal amount of \$795,000.00 together with interest from the date of demand at a rate equal to RBC's prime interest rate per annum in effect from time to time plus 5.000%, both before and after judgment.

14. A notice of assignment of rents-general (the "**Notice of Assignment of Rents**") in respect of the Mortgage registered on title to the Real Property as Instrument No. YR1902133 on October 24, 2012, in the Land Registry Office (No. 65).

15. RBC is entitled to appoint a receiver under the Security.

Default and Demand

16. The accounts of the Company, Groscki CA and RYT (and other related connections) were transferred to RBC's Special Loans Group in or about the winter of 2019.

17. By letter dated March 14, 2019, RBC through its lawyers advised the Borrower that the principal payment of \$2,978, plus interest, that was due on February 25, 2019 was not paid. RBC also advised that the Term Facility matures on August 25, 2019, and will not be renewed by RBC.

18. By letter dated July 23, 2019, RBC through its lawyers again advised the Company that the Term Facility matures on August 25, 2019 and will not be renewed by RBC. RBC further advised the Company to make arrangements with another financial institution to repay the outstanding amounts owing under the Term Facility by no later than August 25, 2019.

19. The Term Facility was not repaid in full on maturity.

20. By way of demand letter sent on August 27, 2019, RBC through its lawyers made demand on the Company for repayment of all indebtedness owed to RBC. As part

of the demand letter, RBC also gave notice of its intention to enforce its security pursuant to section 244(1) of the Bankruptcy and Insolvency Act (the "BIA") (the "BIA Notice").

The letter provides:

"The Term Facility established under the Loan Agreement (each as defined in the attached letters) expired on August 25, 2019, and the indebtedness owing under the Term Facility has not been paid.

We have been advised by the Bank that as at August 26, 2019, the Company is indebted to the Bank in the following amounts:

1. in respect of the Term Facility, in the amount of \$676,720.48, comprising principal in the amount of \$667,178.90 and accrued interest to and including August 26, 2019 in the amount of \$9,541.58. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.8% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$106.02; and
2. in respect of legal fees incurred by the Bank up to July 3, 2019, in the amount of \$4,319.67.

On behalf of the Bank, we hereby advise you that the right of the Company to make any further borrowings under its agreement(s) with the Bank, and the obligation of the Bank to provide such borrowings, is hereby terminated and the indebtedness owing to the Bank by the Company expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for the payment by no later than September 6, 2019 of the amounts expressed above and all interest accruing thereon up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the

Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Company to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Company and the Bank shall commence such legal proceedings it is entitled to commence against the Company in connection with its liabilities and obligations under any and all mortgage security delivered by the Company to the Bank.

We further advise the Company that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to September 6, 2019 without further notice to you if the Bank becomes aware of any matter which may impair its security."

21. By way of demand letters sent on August 27, 2019, RBC made demand on Groscki CA, RYT and John pursuant to their Guarantees.
22. The demand period expired on September 6, 2019. The Company failed to repay in full the indebtedness owing to RBC pursuant to the terms of the Loan Agreement and Security delivered to RBC.
23. Groscki CA, RYT and John also failed to repay in full the indebtedness owing to RBC in accordance with their respective Guarantees.

Appointment of Receiver

24. RBC pleads that it wishes to take any and all steps necessary to preserve and protect the property of the Company and realize on the same.

25. RBC pleads that it has provided ample time for the Company to repay the indebtedness owed to RBC.

26. RBC pleads that the appointment of a receiver is just and reasonable in the circumstances.

27. RBC pleads that the appointment of a receivership is provided for in the Security provided by the Company to RBC.

28. RBC pleads that Spergel has consented to act as court-appointed receiver with respect to the Company in these proceedings.

September 20, 2019

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Lawyers for the Plaintiff

239

BETWEEN

ROYAL BANK OF CANADA
Plaintiff

-and-

1120044 ONTARIO INC.
Defendant

Court File No. CV-19-627802-0002

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

STATEMENT OF CLAIM

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Lawyers for the Plaintiff

(File No. 4113121)

BETWEEN

ROYAL BANK OF CANADA
Plaintiff

-and-

1120044 ONTARIO INC.
Defendant

Court File No. CV-19-627802-OOCL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**MOTION RECORD
(Motion for Order appointing Receiver)
(returnable October 8, 2019)**

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Lawyers for Royal Bank of Canada

(File No. 4113121)