

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN BANKRUPTCY AND INSOLVENCY

**IN THE MATTER OF THE PROPOSAL OF FT ENE CANADA INC., OF THE CITY OF
BRANTFORD, IN THE PROVINCE OF ONTARIO**

**MNP Ltd., in its capacity as
Licensed Insolvency Trustee of FT ENE Canada Inc.**

**MOTION RECORD OF FT ENE CANADA INC.
(Returnable March 28, 2019)**

Date: March 22, 2019

Blaney McMurtry LLP
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Counsel for FT ENE Canada Inc.

TO: Service List (See Attached)

SERVICE LIST

Court No.: 32-2480036

Estate No.: 32-2480036

**In The Matter of the Proposals of FT EnE Canada Inc.
Of the City of Brantford, in the Province of Ontario**

To: **MNP LLP**
Licensed Insolvency Trustees
111 Richmond Street West, Suite 300
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Insolvency Trustee

And To: **Borden Ladner Gervais LLP**
22 Adelaide Street West, Suite 3400
Bay Adelaide Centre, East Tower
Toronto, ON, M5H 4E3

Mr. Roger Jaipargas (LSO #43275C)
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Counsel for Royal Bank of Canada, a creditor

And To: **Finetex EnE Inc.**
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Tel: +82-2-3489-3300
Fax: +82-2-3482-0854

Creditor

And To: VW Credit Canada Inc.
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Tel: 1 (800) 668-8224

And To: Creditor
Colliers International
305 King Street West
6th Floor, Suite 606
Kitchener, ON, N2G 1G9

Chris Thoms
Tel: 1 (519) 904-7015
Fax: 1 (519) 570-1185
Email: Christopher.Thoms@colliers.com

And To: ATTORNEY GENERAL OF CANADA
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Counsel for Her Majesty the Queen in Right of Ontario

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

IN BANKRUPTCY AND INSOLVENCY

**IN THE MATTER OF THE PROPOSAL OF FT ENE CANADA INC., OF THE CITY OF
BRANTFORD, IN THE PROVINCE OF ONTARIO**

**MNP Ltd., in its capacity as
Licensed Insolvency Trustee of FT ENE Canada Inc.**

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TAB 1

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

IN BANKRUPTCY AND INSOLVENCY

**IN THE MATTER OF THE PROPOSAL OF FT ENE CANADA INC., OF THE CITY OF
BRANTFORD, IN THE PROVINCE OF ONTARIO**

**NOTICE OF MOTION
(Returnable March 28, 2019)**

THE MOVING PARTY, FT EnE Canada Inc. (“Company”), will make a motion to a Judge of the Commercial List to be heard on Thursday, March 28, 2019, at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario, M5G 1R7.

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

THE MOTION IS FOR:

1. An Order substantially in the form attached at Tab 3 of the Motion Record, *inter alia*:
 - a) if necessary, abridging the time for and validating the service of the Notice of Motion and the Motion Record;
 - b) approving the sale and investment solicitation process (“SISP”) as described in the First Report of the Trustee, to be filed;
 - c) extending the time for the Company to file a proposal to and including May 10, 2019; and,

- d) granting a charge in respect of the professional fees and disbursements of counsel in favour of the Company, the Trustee, and counsel to the Trustee (“**Administration Charge**”) over all property, assets and undertakings of the Company (“**Property**”), which charge shall be and rank subordinate to the interests of the Mortgagee (as defined below), but shall be and rank in priority to all other interests and creditors;
2. Such further and other relief as to this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. On February 27, 2019, the Company commenced restructuring proceedings under the *Bankruptcy and Insolvency Act* (“**BIA**”) by filing a Notice of Intention to Make a Proposal (“**NOI**”);
2. MNP Ltd. was appointed to act as proposal trustee under the NOI (“**Trustee**”);
3. The Company is in the business of producing nanofiber technology, which is used in a wide variety of applications, such as power generation filters and air pollution control files;
4. The Company is a wholly owned subsidiary of FT EnE Inc. (“**FTEI**”), a company in South Korea, which partially ceased operations and filed for insolvency protection on February 27, 2019. FTEI is currently subject to significant review for its accounting practices and its publically traded shares are in the process of being delisted;
5. The Company filed an NOI because it was concerned that the issues in Korea would

cause financial difficulties for the Company in the near future. In addition, while the Company does not have all of the same issues as FTEI, it was concerned that it could lose its ability to act independently from its parent company, or that it would otherwise become wrapped up in the insolvency of FTEI in South Korea, to the detriment of its business partners and customers in Canada;

6. The Company is currently operating its business and expects to be able to continue to do so during the proposal proceeding;
7. The Royal Bank of Canada (the “**Mortgagee**”) is the Company’s senior secured creditor, having registered security interests in respect of both the Company’s real and personal property;

Sale and Investor Solicitation Process (“SISP”)

8. The Company wishes to obtain court approval for a SISP that is already underway, with a view to finding a new investor or a purchaser for all or part of the Company’s business and/or assets;
9. The proposed SISP is being conducted by the Company, and supervised by the Trustee, with consultation from the Mortgagee;
10. Some of the key features of the SISP include:
 - a. the Company and the Trustee will compile a list of prospective investors and purchasers, and solicit the market for any interested parties;
 - b. The Company will also advertise the opportunity and with the assistance of and in

consultation with the Trustee and the Mortgagee will prepare a “Teaser” summarizing the opportunity;

- c. anyone who signs a confidentiality agreement will then be provided with access to a confidential information memorandum and an electronic data room for the purposes of conducting due diligence;
 - d. any interested person who then wishes to invest in the Company or purchase all or part of the Company’s assets will be required to submit a written, non-binding letter of intent by April 18, 2019 with an initial deposit of \$25,000;
 - e. the deadline for each qualified bidder to submit a final bid with a deposit, will be May 17, 2019;
 - f. if one or more Qualified Bids (as defined in the SISP) are received, the Trustee in consultation with the Company and the Mortgagee may accept one of the bids or continue negotiations with a selected number of bidders with a view towards finalizing one or more agreements with one or more bidders;
 - g. it is expected that the Company will return to Court to obtain an Approval and Vesting Order by May 28, 2019; and
 - h. The closing of any transaction is anticipated to take place on or before May 31, 2019;
11. The SISP provides an appropriate mechanism to expose the Property to the market for a reasonable period of time;

12. The SISP is an open and transparent process that will be overseen by the Trustee, and will maximize value for the creditors;

Extension of time to make a Proposal

13. The initial 30-day stay period granted upon the filing of the NOI is set to expire on March 29, 2019;
14. an extension of time will permit the Company to proceed with and carry out the SISP, and will increase the chances for a successful restructuring;
15. The Company's updated cash flow statement demonstrates that it will have sufficient funds to continue to operate and finance the SISP during the extension period;
16. The Company has acted and continues to act in good faith and with due diligence in these proceedings;
17. No creditors would be materially prejudiced if the stay of proceedings is extended to the requested date;
18. Subsection 50.4(9) provides the Court with the jurisdiction to extend the stay of proceedings;

Administration Charge

19. The involvement of counsel to the Company, the Trustee, and counsel to the Trustee ("**Administrative Parties**") are essential to a successful restructuring;
20. The Administrative Parties will assist the Company in the process of restructuring its

affairs and making a proposal to its creditors, including by helping the Company manage its operations and conducting the SISP;

21. It is proposed that the Administration Charge will be subordinate in priority and ranking to the Mortgagee's security interests, but in priority to all other interests and encumbrances;
22. The Mortgagee has been provided with notice of the herein motion;
23. This Court has the authority to grant the Administration Charge pursuant to ss. 64.2(1) of the BIA;
24. The Trustee supports the relief sought in the within motion;
25. Such further and other grounds as counsel may advise and this Honourable Court deems just.

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

1. The Affidavit of Yoonjun Park, sworn March 22, 2019; and,
2. The First Report of the Trustee, to be filed;
3. Such further and other evidence as counsel may advise and this Honourable Court permit.

March 22, 2019

Blaney McMurtry LLP
2 Queen Street East, Suite 1500
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Mr. Mervyn Abramowitz (LSO #28325R)
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Counsel for the Applicant

TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN BANKRUPTCY AND INSOLVENCY

**IN THE MATTER OF THE PROPOSAL OF FT ENE CANADA INC., OF THE CITY OF
BRANTFORD, IN THE PROVINCE OF ONTARIO**

AFFIDAVIT OF YOONJUN PARK

(Sworn March 22, 2019)

I, **YOONJUN PARK**, of the City of Cambridge in the Province of Ontario, make oath and swear:

1. I am the General Manager of FT EnE Canada Inc. ("**Company**"), and as such I have personal knowledge, information and belief of the matters to which I hereinafter depose. Where statements are based upon information received from others, I have identified the source of that information, and verily believe it to be true.

2. I swear this affidavit in support of a motion brought by the Company for an order, *inter alia*:

- (a) approving a sale and investment solicitation process, *nunc pro tunc*, commenced in respect of the Company's business and assets ("**Sale Process**");
- (b) extending the deadline for the Company to file a proposal to and including May 10, 2019; and

- (c) Granting a charge in respect of the professional fees and disbursements in favour of legal counsel to the Company, the Trustee (as defined below), and legal counsel for the Trustee, which charge will be and rank subordinate to the interest of the Mortgagee (as defined below).

Background

3. On February 27, 2019, the Company commenced restructuring proceedings under the *Bankruptcy and Insolvency Act* by filing a Notice of Intention to Make a Proposal (“**NOI**”). MNP Ltd. was appointed to act as proposal trustee under the NOI (“**Trustee**”). A copy of the Certificate of Filing (“**Certificate**”) from the Office of the Superintendent of Bankruptcy Canada is attached hereto and marked as **Exhibit “A”**.

4. The Trustee subsequently provided the standard package to creditors, including a copy of the NOI, the list of creditors and the amounts owed to them, and the Certificate. A copy of the creditors’ package is attached hereto and marked as **Exhibit “B”**.

5. The purpose of these proposal proceedings (the “**Proceeding**”) is to provide the Company with an opportunity to implement the Court approved Sale Process for all or part of its business and assets with a view to restructuring its operations and presenting a viable proposal to the Company’s creditors, in consultation with the Trustee. The relief requested on this motion is integral for the Company to continue its operations and to carry out its restructuring efforts.

The Company and its Business

6. The Company is a federal corporation incorporated pursuant to the *Canada Business Corporations Act* and is registered to conduct business in the Province of Ontario. It is a wholly

owned subsidiary of FT EnE Inc. (“**FTEI**”), which is a company in South Korea. Copies of the Company’s corporation profile reports from the Government of Canada and the Province of Ontario are attached hereto and marked as **Exhibit “C”**.

7. The Company’s head office is located at 14 Sharp Road, Brantford, Ontario (the “**Property**”). The Company is also the registered owner of the Property. The Property has approximately 37,000 square feet of total area space, which includes an office and manufacturing and warehouse space from where the Company operates. Attached hereto and marked as **Exhibit “D”** is a copy of the parcel register with respect to the Property.

8. The Property was originally purchased in 2013 by 8288364 Canada Inc., which later changed its name to the Company.

9. It has come to my attention that the Company likely owns a subsidiary in China. I believe this subsidiary is not operating and may be in the process of being dissolved. I am in the process of gathering further information about the status of this entity and the Company’s interest in it.

10. The Company is in the business of producing nanofiber technology, which is used in a wide range of industrial and commercial applications, such as power generation inlet filters and air pollution control files. The Company has 18 employees, including 6 foreign workers from the Philippines who hold temporary work permits. If the Company is liquidated or goes bankrupt, these employees will lose their jobs and the temporary workers will have to be sent home.

11. Royal Bank of Canada (the “**Mortgagee**”) is the Company’s banker and operating lender, providing, amongst other credit facilities, an operating line with a credit limit of \$2 million (the “**Operating Line**”), which continues to revolve. As at the date of the NOI filing, the

indebtedness associated with the Operating Line amounted to approximately \$1.89 million.

12. In support of and to secure the Company's indebtedness to the Mortgagee, the Company has given security to the Mortgagee.

13. The Property is subject to a mortgage in favour of the Mortgagee in the amount of \$1,267,000.00, which was registered on title to the Property on January 21, 2015 as Instrument No. BC269209 (the "**Mortgage**"). A copy of the Mortgage is attached hereto and marked as **Exhibit "E"**. The Mortgage is current.

14. Attached hereto and marked as **Exhibit "F"** is a copy of the results of the Personal Property Security Registration System with respect to the Company ("**PPSA Results**").

15. The PPSA Results indicate that the Mortgagee has security on the assets, property and undertaking of the Company, in accordance with a General Security Agreement between the Mortgagee and the Company, dated January 15, 2015, a copy of which is attached hereto and marked as **Exhibit "G"**.

16. VW Credit Canada Inc. ("**VW**") has also registered a security interest with respect to a 2018 Volkswagen Tiguan Highline vehicle.

The NOI Filing

17. The Company filed an NOI due to concerns arising from the business activities of its parent company in South Korea, FTEI, which partially ceased its normal business operations and filed for insolvency protection on February 27, 2019.

18. The parent company has begun steps to file for insolvency protection in South Korea.

The precise details of that proceeding are not known to me. The parent company is subject to significant reviews of its accounting practices and its publically traded shares on the Korean Stock Exchange are in the process of being delisted. I was concerned that the issues in Korea would cause financial difficulties for the Company in the near future. In addition, while the Company does not have all of the same issues as FTEI, the Company was concerned that it may lose its ability to act independently from the parent company, or otherwise become wrapped up in the insolvency of FTEI in South Korea, to the detriment of its business partners and customers in Canada. The parent company appears to be owed in excess of \$6,000,000 by the Company on an unsecured basis.

19. Within 10 days of the filing of the NOI, the Company worked in conjunction with the Trustee and filed a cash flow with the Office of the Superintendent of Bankruptcy as required. A copy of the cash flow is attached hereto and marked as **Exhibit "H"**.

20. Prior to and since filing the NOI, the Company and the Trustee have also had direct communications with the Mortgagee in regards to the Company's restructuring efforts.

21. Since filing its NOI, the Company has continued to operate in the ordinary course and has diligently been working on restructuring its affairs, including by:

- (a) Assisting the Trustee with the development and implementation of the Sale Process and associated marketing materials, including a Teaser (as defined below) and confidential information memorandum ("**CIM**") for prospective purchasers of the business;
- (b) Working with the Trustee in preparing cash flow statements;

to the Proceeding;

- (d) Liaising with the Company's management and directors regarding its restructuring efforts;
- (e) Continuing to operate its business, including by processing orders from its customers; and
- (f) Addressing inquiries from employees, creditors, the Mortgagee and other stakeholders, and keeping these stakeholders apprised of developments in the Proceeding.

Sale Process

22. On November 15, 2018, the Company entered into a listing agreement with Colliers Macaulay Nicolls Inc. ("**Colliers**") to list the Property for a period of six months expiring on May 15, 2019 ("**Listing Agreement**"). A copy of the Listing Agreement is attached hereto and marked as **Exhibit "I"**. However, the Company had been unable to find a buyer for the building who would provide a reasonable lease back to the Company, such that it could continue to operate.

23. As a result, on or about March 21, 2019, the Company commenced a public process to sell all or part of its business and/or assets, including the Property, and, by way of a vesting order of this Court, to convey the Property free and clear of the various encumbrances which would ordinarily be vested out by such an order.

24. The Sale Process is being run by the Trustee, with the input of the Company and in

consultation with the Mortgagee. The ultimate purchaser, if any, will be selected by the Company. Prior to its commencement, I reviewed the Sale Process presented by the Trustee and was in agreement with it.

25. The key features of the Sale Process are as follows:

- (a) the Company and the Trustee compiled a list of prospective investors and purchasers, and solicited the market for any interested parties;
- (b) the Trustee distributed an interest solicitation letter (“**Teaser**”) and a confidentiality agreement to interested parties;
- (c) each party that signed a confidentiality agreement was or will be provided with access to an electronic data room, including the CIM and other relevant information, and the opportunity to perform due diligence;
- (d) any interested party who wishes to purchase all or part of the Company’s assets or invest in the Company’s business will be required to submit a written, non-binding letter of intent to the Company (care of the Trustee) by April 18, 2019 (“**LOI**”). Each LOI must contain the following information to be a qualified LOI (“**Qualified LOI**”):
 - (i) a deposit of \$25,000;
 - (ii) an indication of the anticipated sources of capital and preliminary evidence of financial viability in respect of an offeror’s ability to consummate an offer;

- (iii) a letter identifying the identity and contact information for each offeror, including disclosure of the direct and indirect owners;
 - (iv) an indication of whether the offeror wishes to tender an offer to acquire either all or part of the Property of the Company, or to make an investment in the Company's business;
 - (v) any conditions to closing and due diligence the offeror requires; and
 - (vi) details of the proposed sale transaction;
- (e) the Company will provide each bidder that submitted a Qualified LOI with a proposed form of agreement of purchase and sale ("**APS**");
- (f) the deadline for each qualified bidder to submit a final bid, along with a deposit, will be May 17, 2019;
- (g) if one or more Qualified Bids (as defined in the Sale Process) are received, the Trustee in consultation with the Company and the Mortgagee may choose to:
- (i) accept one (or more if distinct transactions) and finalize the APS with the successful bidder; or
 - (ii) continue negotiations with a selected number of bidders with a view toward finalizing an APS with one or more bidders;
- (h) it is expected that the parties will return to the Court to obtain an Approval and Vesting Order by May 28, 2019; and

(i) The closing of the transaction will be no later than May 31, 2019.

26. As mentioned above, the Company has listed the Property with Colliers pursuant to the Listing Agreement and has engaged in preliminary discussions with prospective purchasers of the Property. The Company and the Trustee intend to work with Colliers to amend the Listing Agreement on a consensual basis to confirm that the Colliers engagement will be subject to the Proceeding and the Sale Process initiated by the Trustee and the Company. We hope that we will be able to resolve this issue in advance of the return date for this motion.

27. I believe the Sale Process will allow for the Company's business and assets to be marketed and sold in a transparent and open matter within a fairly expedited period of time. The Sales Process provides for the general solicitation of bids and flexibility in the selection of a successful bidder with consultation from the Mortgagee, the Company's largest secured creditor. It is designed to ensure that value is maximized for the benefit of the Company's creditors and stakeholders generally.

Stay Extension

28. Since the date of the filing of the NOI, the Company has been acting in good faith and with due diligence, and continues to act in this manner in its relationships with its employees and creditors, and in pursuing a restructuring plan and a sale of its business and assets.

29. The Company will have sufficient funds to operate during the extended stay, as set out in the updated cash flow statement, which will be included in the Trustee's Report filed in support of this motion.

30. As noted above, the Company requires additional time to continue its restructuring efforts

in order to market and sell its business and assets (including the Property) with the assistance of the Trustee, and to formulate and file a proposal for the benefit of its creditors. I believe that the Company will be more likely to make a viable proposal if the extension of time requested is granted.

31. If the stay extension is not granted, the Company will simply be bankrupt and will have to be liquidated. In my view, this would be detrimental to the Company's many stakeholders and would likely result in reduced realizations for its creditors.

32. I am not aware of any creditor that would be materially prejudiced if the stay of proceedings was extended to the requested date. I am also not aware of any party that objects to the proposed extension.

Charge for Professional Fees

33. The Company is seeking a charge over the assets, undertakings and property of the Company with respect to the professional fees and expenses of its legal counsel, the Trustee, and the Trustee's counsel ("**Administration Charge**"), which is intended to rank just behind the secured interest of the Mortgagee.

34. The Company has retained Blaney to assist it in the process of restructuring its affairs and making a proposal to its creditors.

35. Blaney will assist the Company in formulating a proposal, which will hopefully be accepted by the creditors, thereby preventing the Company's bankruptcy. It is anticipated that Blaney will also liaise with the Trustee and the Company's creditors in the course of the Proceeding. Indeed, Blaney has already been in contact with the Trustee and the Mortgagee with

respect to this motion. Blaney will also provide the Company with strategic advice with respect to its Sale Process.

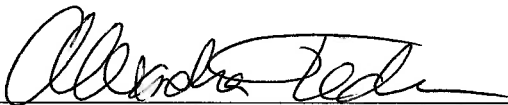
36. I believe that Blaney's expertise, advice and guidance to the Company throughout the Proceeding will be essential to a successful restructuring, and will ensure that the value of the business and/or assets, including the Property, is maximized for the benefit of all stakeholders.

37. Similarly, the Trustee is instrumental to the Proceeding. The Trustee will assist the Company in the Proceeding, including in monitoring its business and financial affairs, maintaining its business operations and conducting the Sale Process. The Trustee will also communicate with and provide information to the Company's creditors, including the Mortgagee.

38. The Mortgagee has advised they do not oppose this charge provided it is subordinate to their interest. I have confirmed that Blaney and the Trustee are prepared to proceed on that basis.

39. I swear this affidavit in support of the Company's motion for an Order approving the Sales Process, granting an extension in respect of the deadline to file a proposal, and granting the Administration Charge, and for no improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 22nd day of March, 2019.



A Commissioner for Taking Affidavits, etc.

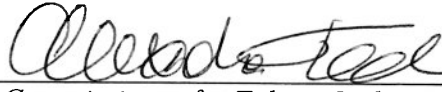
Alexandra Teodorescu



YOONJUN PARK

EXHIBIT A

This is Exhibit "A" referred to in the Affidavit of Yoonjun Park
sworn before me this 22 day of March, 2019



*A Commissioner for Taking Oaths, Affidavits (or as may be) in
Ontario*



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Ontario
Division No. 07 - Hamilton
Court No. 32-2480036
Estate No. 32-2480036

In the Matter of the Notice of Intention to make a
proposal of:

FT ENE CANADA INC.
Insolvent Person
MNP LTD / MNP LTÉE
Licensed Insolvency Trustee

Date of the Notice of Intention: February 27, 2019

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: February 28, 2019, 10:31

E-File/Dépôt Electronique

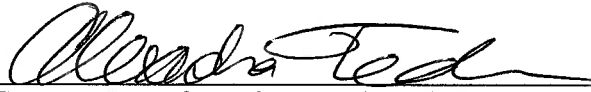
Official Receiver

Federal Building - Hamilton, 55 Bay Street N, 9th Floor, Hamilton, Ontario, Canada, L8R3P7, (877)376-9902

Canada

EXHIBIT B

This is Exhibit "B" referred to in the Affidavit of Yoonjun Park
sworn before me this 22 day of March, 2019



*A Commissioner for Taking Oaths, Affidavits (or as may be) in
Ontario*

District of Ontario
Division No. 07 – Hamilton
Court No. 32-2480036
Estate No. 32-2480036

**IN THE MATTER OF THE PROPOSALS OF
FT EN E CANADA INC.
of the City of Brantford, in the Province of Ontario**

NOTICE TO CREDITORS OF NOTICE OF INTENTION TO MAKE A PROPOSAL FILING

To the Creditors of FT EnE Canada Inc. (the “Company”)

Please take notice that on February 27, 2019, the Company filed a Notice of Intention to Make a Proposal (the “NOI”) pursuant to Section 50.4(1) of Part III, Division I of the *Bankruptcy and Insolvency Act* (Canada) (the “BIA”) and MNP Ltd. (“MNP”) was appointed as the proposal trustee (the “Trustee”) in these proposal proceedings.

Please find enclosed the following:

1. The Notice of Intention to Make a Proposal (Form 33), dated February 27, 2019 (Filed February 27, 2019);
2. A list of the names of the known creditors with claims of \$250 or more and the amounts of their claims (the “**Creditor Listing**”);
3. The consent of the MNP to act as trustee in these proposal proceedings; and
4. The Certificate of Filing of a Notice of Intention to Make a Proposal, issued by Industry Canada - Office of the Superintendent of Bankruptcy Canada on February 28, 2019.

Suppliers and other service providers should contact their normal representative of the Company with respect to the terms of payment for goods and/or services that are to be provided to the Company going forward (after February 27, 2019).

Pursuant to Section 50.4(8) of the BIA, the Company has thirty (30) days, unless such time period is extended by the Court, to file a proposal with the Trustee. During these proposal proceedings there is a stay of proceedings, and as such:

- no person may terminate or amend any agreement with the Company, or claim an accelerated payment, or a forfeiture of the term, under any agreement with the Company, by reason only that the company is insolvent or by reason of the filing of the NOI, pursuant to Section 65.1(1) of the BIA; and
- no creditor has any remedy against any of the Company or its property or shall commence or continue any action, execution, or other proceedings against the Company without leave of the Court, pursuant to Section 69(1) of the BIA.

We recognize the amounts reflected as being due to you on the Creditor Listing may vary from your records. However, at this time the Trustee is neither looking to receive nor are creditors required to file a proof of claim in connection with their claim and these proposal proceedings. At a later date and once a proposal has been filed by the Company, the Trustee will provide you with further information regarding these proposal proceedings, including the date for the meeting of creditors to consider the proposal and a proof of claim form, so that you may then submit and prove your claim.

If you have any questions concerning the foregoing or require any additional information, please contact Angela Liu at 647-775-1777 or by email at angela.liu@mnp.ca.

Dated at Toronto, Ontario this 5th day of March 2019.

MNP LTD.,
Trustee *in re* the Proposal of
FT EnE Canada Inc.
Per:



Matthew Lem, CIRP, LIT
Senior Vice President

Encl.

District of:
Division No. -
Court No.
Estate No.

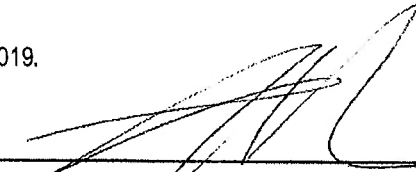
- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the matter of the proposal of
FT ENE CANADA INC.
of the City of Brantford
in the Province of Ontario

Take notice that:

1. We, FT ENE CANADA INC., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.
2. MNP LTD. of 300 - 111 Richmond Street West, Toronto, ON, M5H 2G4, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.
3. A list of the names of the known creditors with claims of \$250 or more and the amounts of their claims is also attached.
4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the City of Toronto in the Province of Ontario, this 27th day of February 2019.



FT ENE CANADA INC.
Insolvent Person

To be completed by Official Receiver:

Filing Date

Official Receiver

District of:
Division No. -
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the matter of the proposal of
FT ENE CANADA INC.
of the City of Brantford
in the Province of Ontario


List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
BDO Canada LLP	505 Park Rd N #1 Brantford ON N3R 7K8		5,000.00
Bell	P.O.Box 9000, STN Don Mills North York ON M3C 2X7		320.37
County of Brant	26 Park Ave. P.O. Box 249 Burford ON N0E 1A0		29,393.59
CR Strapping Inc	PO Box 23042, 35 Airport Road Brantford ON N3T 6K4		725.82
Filtration Technologies International.	105 Shenandoah Street Clarksville TN 37043 USA		8,304.28
FT EnE Inc	23-1, Hyoryeong-ro, Seocho-gu Seoul Seoul 137 819 South Korea		6,052,162.47
Gerrie Electric Wholesale Ltd	4104 South Service Road Burlington ON L7L 4X5		735.86
Home Depot Credit Services	P.O. Box 675 STATION D Scarborough ON M1R 5T4		1,160.70
Hub International	2265 Upper Middle Road East, 7th Floor OAKVILLE ON L6H 0G5		4,198.60
IBC Computers	196 King George Road Brantford ON N3R 5L3		3,335.88
Imperial Oil	PO Box 1700 Don Mills ON M3C 4J4		462.33
Kings Wood Products	30 Curtis Ave N Paris ON N3L 3V3		3,135.75
R.K. Custom Fabrication & Welding	192 Mary Street Brantford ON N3S 3C2		3,113.15
Royal Bank of Canada	20 King St. W., 2nd Floor Toronto ON M5H 1C4		1,863,455.07
Stuart Hunt and Associates	15802-145 Avenue N.W. Edmonton AB T6V 0H8		3,373.05

District of: -
Division No. -
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the matter of the proposal of
FT ENE CANADA INC.
of the City of Brantford
in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
TLS - Truck Load Services Inc	PO Box 100 VAUDREUIL-DORION QC J7V 5W1		8,274.60
Waste Connections Of Canada Inc.	500 Rennie Street Hamilton ON L8H 3P5		1,163.04
Wood Enviroment & Infrastructure Solutions	10-900 Maple Grove Road Cambridge ON N3H 4R7		4,400.00
Workplace Safety and Insurance Board c/o Collection Services	200 Front St W Toronto ON M5V 3J1	5521919	3,500.00
Total			7,996,214.56



FT ENE CANADA INC.
Insolvent Person

- Proposal Consent -
In the matter of the proposal of
FT ENE CANADA INC.
of the City of Brantford
in the Province of Ontario

To whom it may concern,

This is to advise that we hereby consent to act as trustee under the Bankruptcy and Insolvency Act for the proposal of FT ENE CANADA INC..

Dated at the City of Toronto in the Province of Ontario, this 27th day of February 2019.

MNP LTD. - Licensed Insolvency Trustee



300 - 111 Richmond Street West
Toronto ON M5H 2G4
Phone: (416) 596-1711 Fax: (416) 323-5242



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Ontario
Division No. 07 - Hamilton
Court No. 32-2480036
Estate No. 32-2480036

In the Matter of the Notice of Intention to make a
proposal of:

FT ENE CANADA INC.
Insolvent Person

MNP LTD / MNP LTÉE
Licensed Insolvency Trustee

Date of the Notice of Intention: February 27, 2019

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: February 28, 2019, 10:31

E-File/Dépôt Electronique

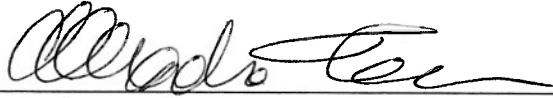
Official Receiver

Federal Building - Hamilton, 55 Bay Street N, 9th Floor, Hamilton, Ontario, Canada, L8R3P7, (877)376-9902

Canada

EXHIBIT C

This is Exhibit "C" referred to in the Affidavit of Yoonjun Park
sworn before me this 22 day of March, 2019



*A Commissioner for Taking Oaths, Affidavits (or as may be) in
Ontario*



Government
of Canada

Gouvernement
du Canada

[Home](#) → [Innovation, Science and Economic Development Canada](#) → [Corporations Canada](#)
→ [Search for a Federal Corporation](#)

Federal Corporation Information - 828836-4

[Buy copies of corporate documents](#)

i Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

828836-4

Business Number (BN)

848272043RC0001

Corporate Name

FT EnE Canada Inc.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2012-09-04

Registered Office Address

14 SHARP ROAD
BRANT ON N3T 2L8
Canada

i Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this

information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Directors

Minimum 1

Maximum 10

Jong Chul Park
33 MISTY CRESCENT
TORONTO ON M3B 1T2
Canada

Note

Active CBCA corporations are required to [update director information](#) (names, addresses, etc.) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Annual Filings

Anniversary Date (MM-DD)

09-04

Date of Last Annual Meeting

2018-07-31

Annual Filing Period (MM-DD)

09-04 to 11-03

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2018 - Filed

2017 - Filed

2016 - Filed

Corporate History

Corporate Name History

2012-09-04 to 2013-12-13	8288364 Canada Inc.
2013-12-13 to Present	FT EnE Canada Inc.

Certificates and Filings

Certificate of Incorporation

2012-09-04

Certificate of Amendment *

2013-12-13

Amendment details: Corporate name

* Amendment details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed. For more information, [contact Corporations Canada](#).

[Buy copies of corporate documents](#)

[Start New Search](#)

[Return to Search Results](#)

Date Modified:

2018-10-22

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
3075389	FT ENE CANADA INC.	2012/09/04
		Jurisdiction
		CANADA
Corporation Type	Corporation Status	Former Jurisdiction
FEDERAL CORP WITH SHARE	REFER TO JURISDICTION	NOT APPLICABLE
Registered or Head Office Address	Date Amalgamated	Amalgamation Ind.
JONG CHUL PARK C/O FT ENE CANADA INC. 14 SHARP ROAD	NOT APPLICABLE	NOT APPLICABLE
BRANT ONTARIO CANADA N3T 2L8	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
Principal Place of Business in Ontario	Revival Date	Continuation Date
JONG CHUL PARK C/O FT ENE CANADA INC. 14 SHARP ROAD	NOT APPLICABLE	NOT APPLICABLE
BRANT ONTARIO CANADA N3T 2L8	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
Activity Classification	Date Commenced in Ontario	Date Ceased in Ontario
NOT AVAILABLE	2013/03/08	NOT APPLICABLE

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

3075389

FT ENE CANADA INC.

Corporate Name History

REFER TO JURISDICTION

Current Business Name(s) Exist: NO

Expired Business Name(s) Exist: NO

Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	2	2013/12/30

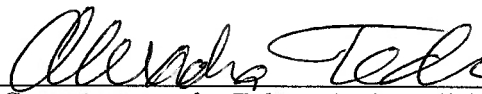
THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

EXHIBIT D

This is Exhibit "D" referred to in the Affidavit of Yoonjun Park
sworn before me this 22 day of March, 2019

A handwritten signature in cursive script, appearing to read "Alessandra Tedeschi". The signature is written in black ink and is positioned above a horizontal line.

*A Commissioner for Taking Oaths, Affidavits (or as may be) in
Ontario*



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #2

32221-0432 (LT)

PAGE 1 OF 4
PREPARED FOR HYChan14
ON 2019/03/20 AT 13:38:12

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

PROPERTY DESCRIPTION:

PART OF LOT 18 CON 1 (GEOGRAPHIC TOWNSHIP OF BRANTFORD) AS IN A177918;N OF PART 3, 2R-3243; S OF PART 1, 2R-3383 & PART 1, 2R-5309; W OF SHARP RD. EXCEPT PART 1 ON 2R-6087; COUNTY OF BRANT.

PROPERTY REMARKS:

RECENTLY:
DIVISION FROM 32221-0370

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

FIN CREATION DATE:
2003/04/25

OWNERS' NAMES
FT ENE CANADA INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/04/24 **				
**SUBJECT,		ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:				
**		SUBSECTION 4(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *				
**		AND ESCHEATS OR FOREFEITURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF				
**		IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY				
**		CONVENTION.				
**		ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.				
**DATE OF CONVERSION TO		LAND TITLES: 1999/11/29 **				
2R612	1975/09/11	PLAN REFERENCE				
A177918	1975/09/24	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	THE CORPORATION OF THE TOWNSHIP OF BRANTFORD	
BC9087	2002/12/20	APL CH NAME OWNER		*** DELETED AGAINST THIS PROPERTY ***	THE CORPORATION OF THE COUNTY OF BRANT	
BC34974	2004/04/15	LR'S AMENDMENT		*** COMPLETELY DELETED ***	THE CORPORATION OF THE COUNTY OF BRANT	
REMARKS:		TO AMEND THUMBNAIL TO READ "N OF PT 3 ON 2R-3243 INSTEAD OF "N OF PT 1 ON 2R-3243"				
BC35025	2004/04/15	TRANSFER		*** COMPLETELY DELETED ***	SHARP ROAD DEVELOPMENTS LTD.	
BC35026	2004/04/15	NO OPTION PURCHASE		*** COMPLETELY DELETED ***	THE CORPORATION OF THE COUNTY OF BRANT	

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.



ServiceOntario

LAND
REGISTRY
OFFICE #2

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 4
PREPARED FOR HYChan14
ON 2019/03/20 AT 13:38:12

32221-0432 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
BC43083	2004/08/11	CHARGE		*** COMPLETELY DELETED *** SHARP ROAD DEVELOPMENTS LTD.	ROYAL BANK OF CANADA	
BC43084	2004/08/11	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** SHARP ROAD DEVELOPMENTS LTD.	ROYAL BANK OF CANADA	
BC43085	2004/08/11	CHARGE		*** COMPLETELY DELETED *** SHARP ROAD DEVELOPMENTS LTD.	ROYAL BANK OF CANADA	
BC50310	2004/11/29	CHARGE		*** COMPLETELY DELETED *** SHARP ROAD DEVELOPMENTS LTD.	ROYAL BANK OF CANADA	
BC50313	2004/11/29	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** SHARP ROAD DEVELOPMENTS LTD.	ROYAL BANK OF CANADA	
BC51431	2004/12/14	POSTPONEMENT		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA	ROYAL BANK OF CANADA	
BC51432	2004/12/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA	ROYAL BANK OF CANADA	
BC96968	2006/11/09	NOTICE		*** COMPLETELY DELETED *** SHARP ROAD DEVELOPMENTS LTD.	THE CORPORATION OF THE COUNTY OF BRANT	
BC96969	2006/11/09	POSTPONEMENT		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA	THE CORPORATION OF THE COUNTY OF BRANT	
BC96970	2006/11/09	POSTPONEMENT		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA	THE CORPORATION OF THE COUNTY OF BRANT	
BC100197	2006/12/12	NOTICE	\$2	*** COMPLETELY DELETED *** SHARP ROAD DEVELOPMENTS LTD.	THE CORPORATION OF THE COUNTY OF BRANT	C
BC100202	2006/12/12	POSTPONEMENT		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA	THE CORPORATION OF THE COUNTY OF BRANT	
BC100205	2006/12/12	POSTPONEMENT		*** COMPLETELY DELETED ***	THE CORPORATION OF THE COUNTY OF BRANT	

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.

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
				ROYAL BANK OF CANADA ROYAL BANK OF CANADA	THE CORPORATION OF THE COUNTY OF BRANT	
				*** COMPLETELY DELETED *** SHARP ROAD DEVELOPMENTS LTD.	ROYAL BANK OF CANADA	
				*** COMPLETELY DELETED *** SHARP ROAD DEVELOPMENTS LTD.	ROYAL BANK OF CANADA	
				*** COMPLETELY DELETED *** SHARP ROAD DEVELOPMENTS LTD.	ROYAL BANK OF CANADA	
				*** COMPLETELY DELETED *** ROYAL BANK OF CANADA	ROYAL BANK OF CANADA	
				*** COMPLETELY DELETED *** ROYAL BANK OF CANADA	ROYAL BANK OF CANADA	
				*** COMPLETELY DELETED *** SHARP ROAD DEVELOPMENTS LTD.	COMMUNICATION TECHNOLOGIES CREDIT UNION LIMITED	
				*** COMPLETELY DELETED *** SHARP ROAD DEVELOPMENTS LTD.	COMMUNICATION TECHNOLOGIES CREDIT UNION LIMITED	
				*** COMPLETELY DELETED *** THE CORPORATION OF THE COUNTY OF BRANT		
				*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
				*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
				*** COMPLETELY DELETED *** THE CORPORATION OF THE COUNTY OF BRANT		
				REMARKS: TO DELETE BC96968		

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



LAND
REGISTRY
OFFICE #2

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 4 OF 4

PREPARED FOR HYChan14
ON 2019/03/20 AT 13:38:12

32221-0432 (LT)

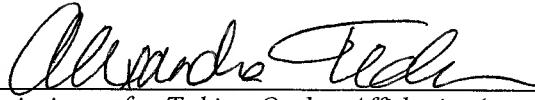
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
BC237392	2013/03/08	TRANSFER	\$1,400,000	SHARP ROAD DEVELOPMENTS LTD.	8288364 CANADA INC.	C
BC238744	2013/04/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMMUNICATION TECHNOLOGIES CREDIT UNION LIMITED		
BC269208	2015/01/21	APL CH NAME OWNER		8288364 CANADA INC.	FT ENE CANADA INC.	C
BC269209	2015/01/21	CHARGE	\$1,267,000	FT ENE CANADA INC.	ROYAL BANK OF CANADA	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.

EXHIBIT E

This is Exhibit "E" referred to in the Affidavit of Yoonjun Park
sworn before me this 02 day of March, 2019

A handwritten signature in cursive script, appearing to read "Alessandro Tedeschi".

*A Commissioner for Taking Oaths, Affidavits (or as may be) in
Ontario*

Properties

PIN 32221 - 0432 LT *Interest/Estate* Fee Simple
Description PART OF LOT 18 CON 1 (GEOGRAPHIC TOWNSHIP OF BRANTFORD) AS IN
 A177918;N OF PART 3, 2R-3243; S OF PART 1, 2R-3554; E OF PART 1, 2R-3383 &
 PART 1,2R-5309; W OF SHARP RD. EXCEPT PART 1 ON 2R-6087; COUNTY OF
 BRANT.
Address 14 SHARP ROAD
 BRANTFORD

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 FT ENE CANADA INC.
Address for Service 14 Sharp Road
 Brantford, Ontario N3T 5L8

I, Yeon Jin Park, Director, 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 36 York Mills Road, 4th Floor
 Toronto, Ontario M2P 0A4

Provisions

Principal \$1,267,000.00 *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 See standard charge terms
Guarantor

Signed By

Allan Christopher Lovett 20 Wellington St acting for Chargor Signed 2015 01 21
 Brantford (s)
 N3T 5V6

Tel 519-759-6220
 Fax 519-759-8360

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

Submitted By

WATEROUS HOLDEN AMEY HITCHON LLP 20 Wellington St 2015 01 21
 Brantford
 N3T 5V6

Tel 519-759-6220
 Fax 519-759-8360

Fees/Taxes/Payment

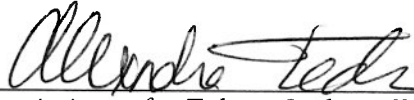
Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Chargor Client File Number :	106068
Chargee Client File Number :	312-359-581

EXHIBIT F

This is Exhibit "F" referred to in the Affidavit of Yoonjun Park
sworn before me this 22 day of March, 2019



*A Commissioner for Taking Oaths, Affidavits (or as may be) in
Ontario*

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 3/20/2019
File Currency Date: 03/19/2019
Family(ies): 2
Page(s): 3

SEARCH : Business Debtor : FT ENE CANADA INC.

The attached report has been created based on the data received by Cyberbahn, a Thomson Reuters business from the Province of Ontario, Ministry of Government Services. No liability is assumed by Cyberbahn regarding its correctness, timeliness, completeness or the interpretation and use of the report. Use of the Cyberbahn service, including this report is subject to the terms and conditions of Cyberbahn's subscription agreement.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 3/20/2019
File Currency Date: 03/19/2019
Family(ies): 2
Page(s): 3

SEARCH : Business Debtor : FT ENE CANADA INC.

FAMILY : 1 OF 2 ENQUIRY PAGE : 1 OF 3
SEARCH : BD : FT ENE CANADA INC.

00 FILE NUMBER : 702527733 EXPIRY DATE : 22DEC 2019 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20141222 1440 1530 1872 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: FT ENE CANADA INC.

04 ADDRESS : 14 SHARP ROAD OCN :
CITY : BRANTFORD PROV: ON POSTAL CODE: N3T 5L8
05 IND DOB : IND NAME:
06 BUS NAME:

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

08 SECURED PARTY/LIEN CLAIMANT :
ROYAL BANK OF CANADA

09 ADDRESS : 36 YORK MILLS ROAD, 4TH FLOOR
CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15

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

FAMILY : 2 OF 2
SEARCH : BD : FT ENE CANADA INC.

ENQUIRY PAGE : 2 OF 3

00 FILE NUMBER : 731451861 EXPIRY DATE : 31AUG 2021 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20170831 1234 1532 6470 REG TYP: P PPSA REG PERIOD: 04
02 IND DOB : IND NAME:
03 BUS NAME: FT ENE CANADA INC.

04 ADDRESS : 14 SHARP RD OCN :
CITY : BRANTFORD PROV: ON POSTAL CODE: N3T 5L8
05 IND DOB : 13JAN1987 IND NAME: YEON J PARK
06 BUS NAME:

07 ADDRESS : 4302-65 ST MARYS ST OCN :
CITY : TORONTO PROV: ON POSTAL CODE: M5S 0A6

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

09 ADDRESS : 4865 MARC-BLAIN ST., SUITE 300
CITY : ST-LAURENT PROV: QC POSTAL CODE: H4R 3B2
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
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YEAR MAKE MODEL V.I.N.
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GENERAL COLLATERAL DESCRIPTION
13 THE FULL DEBTOR NAME IS - YEON JIN PARK
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16 AGENT: D + H LIMITED PARTNERSHIP
17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FLOOR
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4J 1H8

FAMILY : 2 OF 2
SEARCH : BD : FT ENE CANADA INC.

ENQUIRY PAGE : 3 OF 3

00 FILE NUMBER : 731451861 EXPIRY DATE : 31AUG 2021 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20170831 1234 1532 6470 REG TYP: REG PERIOD:
02 IND DOB : 13JAN1987 IND NAME: YOUNG JIN PARK
03 BUS NAME:

OCN :
04 ADDRESS : 4302-65 ST MARYS ST
CITY : TORONTO PROV: ON POSTAL CODE: M5S 0A6
05 IND DOB : IND NAME:
06 BUS NAME:

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

08 SECURED PARTY/LIEN CLAIMANT :

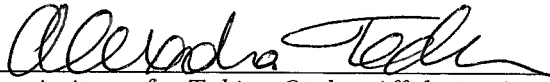
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GENERAL COLLATERAL DESCRIPTION
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16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

EXHIBIT G

This is Exhibit "G" referred to in the Affidavit of Yoonjun Park
sworn before me this 22 day of March, 2019



*A Commissioner for Taking Oaths, Affidavits (or as may be) in
Ontario*



Royal Bank of Canada
General Security Agreement

1 SRF: 312359581
2 Borrower: FT ENE CANADA INC.

95 LYNDEN RD
2ND FLR
BRANTFORD
ONTARIO
N3R 7J9
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1. SECURITY INTEREST

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

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

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

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

2. INDEBTEDNESS SECURED

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

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

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

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

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

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

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

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;
- (b) to notify RBC promptly of:
 - (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
 - (ii) the details of any significant acquisition of Collateral,
 - (iii) the details of any claims or litigation affecting Debtor or Collateral,
 - (iv) any loss or damage to Collateral,
 - (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
 - (vi) the return to or repossession by Debtor of Collateral;
- (c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;
- (d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;
- (e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;
- (f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;
- (g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;
- (h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;
- (i) to deliver to RBC from time to time promptly upon request:

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

5. USE AND VERIFICATION OF COLLATERAL

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

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

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

8. INCOME FROM AND INTEREST ON COLLATERAL

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

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if

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Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- (a) Whether or not default has occurred, Debtor authorizes RBC:
 - (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
 - (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.
- (b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

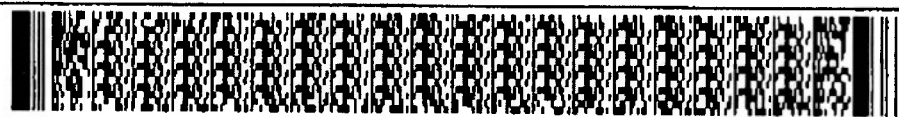
Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriate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

11. EVENTS OF DEFAULT

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

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

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representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

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

13. REMEDIES

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

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

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

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

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

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any

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1 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.

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1 (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..

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

14. MISCELLANEOUS

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

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

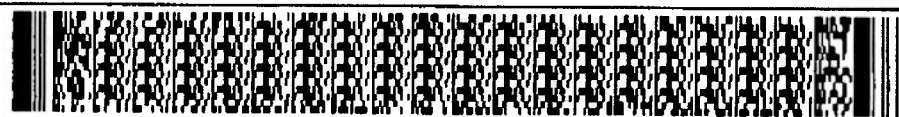
(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

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

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

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

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(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 be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

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

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

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

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

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

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

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to

Please do not write in this area



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RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

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

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

15. COPY OF AGREEMENT

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

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

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

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR FT ENE CANADA INC.			
ADDRESS OF BUSINESS DEBTOR 14 SHARP ROAD	CITY BRANTFORD	PROVINCE ONTARIO	POSTAL CODE N3T5L8

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 15th day January, 2015

WITNESSES

FT ENE CANADA INC.

Seal

WITNESSES

Seal

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2011-01-11 2 8:11:12

SCHEDULE "A"
(ENCUMBRANCES AFFECTING COLLATERAL)

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20141215194515316779

Registration No. 20141215194515316779 in favour of VW Credit Canada Inc.

SCHEDULE "B"

2011/01/11 11:11:24

1. Locations of Debtor's Business Operations

14 SHARP ROAD,
BRANTFORD
ONTARIO
CA
N3T5L8

2. Locations of Records relating to Collateral

14 SHARP ROAD,
BRANTFORD
ONTARIO
CA
N3T5L8

3. Locations of Collateral

14 SHARP ROAD,
BRANTFORD
ONTARIO
CA
N3T5L8

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2011-01-11 11:28:11

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

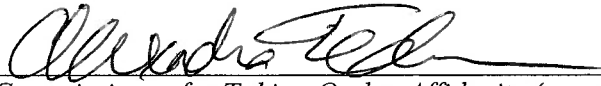
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EXHIBIT H

This is Exhibit "H" referred to in the Affidavit of Yoonjun Park
sworn before me this 22 day of March, 2019





*A Commissioner for Taking Oaths, Affidavits (or as may be) in
Ontario*

FT Ent Canada Inc.
Statement of Weekly Projected Cash-Flow
 For the period February 28 to May 31, 2019

7 days ending:	1-Mar-19 (actual)	8-Mar-19 (forecast)	15-Mar-19 (forecast)	22-Mar-19 (forecast)	29-Mar-19 (forecast)	5-Apr-19 (forecast)	12-Apr-19 (forecast)	19-Apr-19 (forecast)	26-Apr-19 (forecast)	3-May-19 (forecast)	10-May-19 (forecast)	17-May-19 (forecast)	24-May-19 (forecast)	31-May-19 (forecast)	TOTAL
Opening Cash Position	8,740	1,149	3,051	1,089	4,937	2,229	1,929	4,954	2,379	4,455	1,825	155	1,547	2,869	8,740
Receipts															
Collection of A/R	92,535	109,652	130,494	79,222	149,827	79,293	55,908	122,946	17,750	-	129,233	154,663	299,266	20,000	1,455,751
WMA Refund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	56,100
WLF Refunds	-	-	-	15,000	-	-	-	15,600	-	-	-	15,000	-	-	47,000
Total Receipts	92,535	109,652	130,494	94,222	149,827	79,293	55,908	138,546	17,750	-	129,233	169,663	299,266	76,100	1,556,851
Disbursements															
Payroll (Net)	2,614	-	62,232	-	42,232	2,259	42,232	-	42,232	2,259	42,232	-	42,232	-	260,425
Source Deductions (EIT/PP)	-	-	13,953	-	13,953	-	13,953	-	13,953	-	13,953	-	13,953	-	83,758
Material Purchases	-	4,000	4,000	139,135	142,500	4,500	4,000	4,000	4,000	139,135	4,000	4,000	4,000	4,000	990,645
Power By Purchase	-	-	733	-	-	-	221	-	-	-	-	721	-	-	2,261
Utilities	-	-	-	2,859	-	-	-	-	2,469	-	-	-	7,489	-	22,467
Administration Expenses	95	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	11,000
Travel	854	3,125	4,125	3,125	3,125	3,125	3,125	3,125	3,125	3,125	3,125	3,125	3,125	3,125	41,250
Banking Charges and Interest	-	-	-	-	-	12,836	-	-	-	-	16,436	-	-	-	8,436
Property Tax	14,692	-	-	-	-	-	14,692	-	-	-	-	-	-	-	29,384
Vehicle	329	-	2,806	-	-	-	-	2,806	-	-	-	2,806	-	-	8,709
Repairs, Maintenance and Supplies	1,517	2,125	2,125	2,125	2,125	2,125	2,125	2,125	2,125	2,125	2,125	2,125	2,125	3,375	40,492
Logistics	-	6,750	6,750	6,250	6,250	500	500	500	500	3,250	3,250	3,250	3,250	1,500	41,500
Contingency	-	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	81,750
Total Disbursements	20,126	22,750	87,456	563,374	237,535	22,735	81,802	73,521	83,874	167,385	75,035	23,221	83,343	162,421	1,220,993
Net Operating Cash Flows	72,409	86,902	43,038	37,047	112,292	46,558	34,106	115,025	11,776	14,170	54,200	146,442	215,923	76,170	335,858
Operating Loan (Repayments)/Advances	-	45,000	50,000	75,000	65,000	63,000	45,000	123,000	50,000	165,000	55,000	145,000	230,000	85,000	335,000
Closing Cash Position	1,149	3,051	1,089	4,937	2,229	1,929	4,954	2,379	4,455	1,825	155	1,547	2,869	648	648

The Statement of Weekly Projected Cash flow for the period from February 28 to May 31, 2019 has been prepared solely for the purpose of complying with S. 50.4(2)(a) of the Bankruptcy and Insolvency Act and must be read in conjunction with the attached assumptions (hypothetical and/or probable) to these projections and the Trustee's Report on Cash-Flow Statement (Form 29) and the Report on Cash-Flow Statement by the Person Making the Proposal (Form 30).

MNP LTD.,
 Trustee acting in re the Proposal of
 FT Ent Canada Inc.

 Per: Matthew Lew, CLRP, LLT

FT ENT CANADA INC.

 Per: Yoonjun Park

Dated: March 8, 2019

FT EnE Canada Inc.

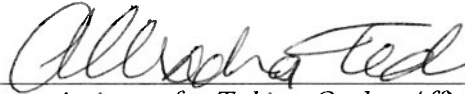
**Assumptions to the Statement of Weekly Projected Cash-flow
For the period February 28 to May 31, 2019**

A summary of the hypothetical and/or probable assumptions to the Statement of Weekly Projected Cash flow are as follows:

- Sales projections are based on current purchase orders on-hand, management's best estimates and historical sale/order trends;
- The collection of accounts receivables are based on management's best estimates and historical collection trends;
- The SIMA Refund assumes the timely application and filing of an appeal of duties paid pursuant to the *Special Import and Measures Act* (SIMA);
- Other receipts (MST Refunds) are based on management's best estimates and historical refund trends;
- The number of employees and associated payroll costs (i.e. wages, benefits, government remittances, etc.) are assumed to remain consistent with recent historical figures and payments;
- Material Purchases are based on management's best estimates of production needs/upcoming sales and historical purchase trends;
- Other disbursements are based on management's best estimates and historical purchase/payment trends. These other disbursements are assumed to be generally paid on receipt of the goods and/or service, unless payment terms have currently been extended;
- The Company's lender, Royal Bank of Canada, continues to allow the Operating line to revolve based on the current credit facility terms and limits;
- No provisions for income taxes have been made;
- Pursuant to Section 69(1) of the *Bankruptcy and Insolvency Act*, all creditor's claims are subject to a stay of proceedings.

EXHIBIT I

This is Exhibit "I" referred to in the Affidavit of Yoonjun Park
sworn before me this 22 day of March, 2019





*A Commissioner for Taking Oaths, Affidavits (or as may be) in
Ontario*

Listing Agreement – Commercial

Seller Representation Agreement

Authority to Offer for Sale

This is a Multiple Listing Service® Agreement  OR This Listing is Exclusive 
(Seller's Initials) (Seller's Initials)

BETWEEN:
BROKERAGE: COLLIERS MACAULAY NICOLLS INC.

305 KING ST. W., SUITE 606 KITCHENER (the "Listing Brokerage")


SELLER(S): FT ENE CANADA INC. (the "Seller")

In consideration of the Listing Brokerage listing the real property **for sale** known as 14 SHARP ROAD
Brantford N3T5L8 (the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,

commencing at 12:01 a.m. on the 15 day of NOVEMBER, 2018,

until 11:59 p.m. on the 15 day of May, 2019 (the "Listing Period").

Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act of Ontario (2002), if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials. 

to offer the Property **for sale** at a price of:
Two Million Seven Hundred Fifty Thousand Dollars (\$Cdn 2,750,000.00)

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.


The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.


1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):
"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

2. COMMISSION: In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission of 5.5 % of the sale price of the Property or

for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement **OR** such other terms and conditions as the Seller may accept.

INITIALS OF LISTING BROKERAGE: 

INITIALS OF SELLER(S): 

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The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of 2 % of the sale price of the Property or

..... out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

the Seller's behalf within days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

3. REPRESENTATION: The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage.

The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING BROKERAGE: 

INITIALS OF SELLER(S): 

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4. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
5. **MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
6. **WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
7. **INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.
The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
8. **FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
9. **FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
10. **VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
11. **USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):




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selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

(Does)

(Does Not)

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

12. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.


13. CONFLICT OR DISCREPANCY: If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

14. ELECTRONIC COMMUNICATION: This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.

15. ELECTRONIC SIGNATURES: If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act 2000, S.O. 2000, c17* as amended from time to time.

16. SCHEDULE(S) and data form attached hereto form(s) part of this Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.


.....
(Authorized to bind the Listing Brokerage)

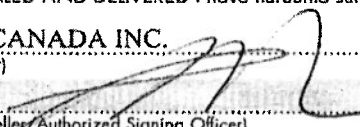
DATE 11/7/18

Karl Innanen
.....
(Name of Person Signing)

THIS AUTHORITY HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

FT ENE CANADA INC.
.....
(Name of Seller)


.....
(Signature of Seller/Authorized Signing Officer)

(Seal)

DATE NOV 7 2018

.....
(Tel. No.)

.....
(Signature of Seller/Authorized Signing Officer)

(Seal)

DATE

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

.....
(Spouse)

(Seal)

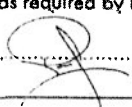
DATE

DECLARATION OF INSURANCE

The broker/salesperson RONALD JANSEN

.....
(Name of Broker/Salesperson)

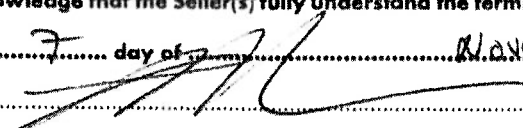
hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.


.....
(Signature(s) of Broker/Salesperson)

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a true copy of

this Agreement on the 7 day of November, 2018


.....
(Signature of Seller)

Date: NOV 7 2018

.....
(Signature of Seller)

Date:

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MLS# [] ALTERNATE MLS# []

TRANSACTION TYPE SALE LEASE / RENT SUB-LEASE

COMMERCIAL

MULTIPLE LISTING SERVICE® PROPERTY INFORMATION FORM

(EXCLUSIVE AUTHORITY TO OFFER FOR SALE / LEASE EXCHANGE) THE INFORMATION PROVIDED HEREIN IS FOR PUBLICATION ON THE MULTIPLE LISTING SERVICE®.

LEGEND If Mandatory field is followed by a number (in 1, 2, 3) see table on Reference Sheet for the instances when Mandatory is applicable.

Mandatory Field Optional Field = Single Pick = Multi Pick

PROPERTY INFORMATION

ASSESSMENT ROLL # (ARR) 219-20-004-040-01105- PIN #

APT./UNIT # 14 STREET NUMBER ST. DIR. PREFIX Sharp STREET SUFFIX Road ST. DIR. SUFFIX

CITY Brantford PROVINCE POSTAL CODE N3T5L8 DIRECTION CROSS STREETS (if for lease/sublease) Powerline Road

REGION (LAND REGISTRY OFFICE) Brant County MUNICIPALITY / SUB-AREA 2049 - Echo Place/Brancida NEIGHBOURHOOD 2049 - Brancida Industrial Park LOCATION URBAN RURAL

LEGAL DESCRIPTION (if for sale)

LOT FRONT ▲* 285' LOT DEPTH ▲* 2.499 AC LOT / BLOG / UNIT CODE ▲ LOT BLOG UNIT LOT SIZE CODE ▲ FEET METRES

* NOT MANDATORY FOR COMMERCIAL CONDO ▲ IF NOT APPLICABLE ENTER "0"

PROPERTY MANAGEMENT COMPANY

LOT IRREGULARITIES

ACRES LESS THAN .50 2 - 4.99 ACRES 10 - 24.99 ACRES 50 - 99.99 ACRES 150 - 199.99 ACRES 50 - 1.99 ACRES 5 - 9.99 ACRES 25 - 49.99 ACRES 100 - 149.99 ACRES 200 + ACRES

DIRECTIONS

AMOUNTS / DATES

LIST PRICE (if for sale) 2,750,000.00 LEASE PRICE (if for lease) PRICE CODE (SEE REFERENCE SHEET) MIN. RENTAL TERM (if for lease) MAX. RENTAL TERM (if for lease)

HST APPLICABLE YES NO CALL LBO INCLUDED DEPOSIT TAXES TYPE TAXES ANNUAL T.M.I. T. & D. N/A TAX YEAR ASSESSMENT \$1,813,000.00 ASSESSMENT YEAR 2016

CONTRACT COMMENCEMENT EXPIRY DATE 05/15/19 POSSESSION DATE TBD HOLDOVER DAYS 60 CONDO MAINTENANCE FEES (MONTHLY) * MANDATORY FOR COMMERCIAL & INDUSTRIAL CONDOS ONLY FINANCING / MORTGAGE ASSUMABLE SELLER TAKE BACK CLEAR SELLER TO DISCHARGE

SELLER NAME / LANDLORD NAME FT ENNE CANADA INC.

DETAILS

ZONING M2

TYPE - PRIMARY <input checked="" type="checkbox"/>	CATEGORY <input checked="" type="checkbox"/>	USE <input checked="" type="checkbox"/>
<input type="checkbox"/> COMMERCIAL RETAIL PROPERTY (DO NOT USE FOR SALE OF BUSINESS)	01 <input type="checkbox"/> HIGHWAY COMMERCIAL HIGHC 02 <input type="checkbox"/> MULTI-USE MULTI 03 <input type="checkbox"/> RETAIL RTAIL 04 <input type="checkbox"/> SERVICE SERVC 05 <input type="checkbox"/> COMMERCIAL CONDO COMCO 06 <input type="checkbox"/> INSTITUTIONAL* INSTI	01 <input type="checkbox"/> AUTOMOTIVE RELATED AUTDR 02 <input type="checkbox"/> HEALTH & BEAUTY RELATED HBREL 03 <input type="checkbox"/> HOSPITALITY / FOOD RELATED HOSFR 04 <input type="checkbox"/> RETAIL STORE RELATED RSREL 05 <input type="checkbox"/> SERVICE RELATED SERRE 06 <input type="checkbox"/> OTHER (see remarks) OTHER *USES FOR INSTITUTIONAL CATEGORY ONLY
<input checked="" type="checkbox"/> INDUSTRIAL	01 <input checked="" type="checkbox"/> FREE STANDING FREES 02 <input type="checkbox"/> MULTI-UNIT MULTI 03 <input type="checkbox"/> INDUSTRIAL CONDO INDCO	01 <input type="checkbox"/> COOLER / FREEZER / FOOD INSPECTED COOLF 02 <input type="checkbox"/> FACTORY / MANUFACTURING FACTM 03 <input type="checkbox"/> LABORATORY LABOR 04 <input type="checkbox"/> OTHER OTHER 05 <input type="checkbox"/> TRANSPORTATION TRANS 06 <input checked="" type="checkbox"/> WAREHOUSE WAREH
<input type="checkbox"/> INVESTMENT	01 <input type="checkbox"/> ACCOMMODATION ¹ ACCOM 02 <input type="checkbox"/> APARTMENT ² APART 03 <input type="checkbox"/> RETAIL RTAIL 04 <input type="checkbox"/> INDUSTRIAL INDUS 05 <input type="checkbox"/> RECREATIONAL ³ RECRE 06 <input type="checkbox"/> OFFICE OFFIC	01 <input type="checkbox"/> BED & BREAKFAST ¹ B & B 02 <input type="checkbox"/> CABINS / COTTAGES ¹ CABIN 03 <input type="checkbox"/> HOTEL / MOTEL / INN ¹ HOTEL 04 <input type="checkbox"/> OTHER ¹ OTHER 05 <input type="checkbox"/> APTS-2 TO 5 UNITS ² APTS2 06 <input type="checkbox"/> APTS-6 TO 12 UNITS ² APTS6 07 <input type="checkbox"/> APTS-13 TO 20 UNITS ² APT13 08 <input type="checkbox"/> APTS-OVER 20 UNITS ² APT20 09 <input type="checkbox"/> SENIORS RESIDENCE ² SENDR 10 <input type="checkbox"/> OTHER ¹ OTHER 11 <input type="checkbox"/> GOLF ³ GOLF 12 <input type="checkbox"/> MARINA ³ MARIN 13 <input type="checkbox"/> CAMPGROUND ³ CAMPG 14 <input type="checkbox"/> SPORTS / ENTERTAINMENT ³ SPORT 15 <input type="checkbox"/> OTHER ³ (see remarks) OTHER
<input type="checkbox"/> OFFICE	<input type="checkbox"/> OFFICE	01 <input type="checkbox"/> MEDICAL / DENTAL MEDIC 02 <input type="checkbox"/> PROFESSIONAL OFFICE PROFE 03 <input type="checkbox"/> OTHER OTHER

1 - USES FOR ACCOMMODATION ONLY 2 - USES FOR APARTMENT ONLY 3 - USES FOR RECREATIONAL ONLY ALL OTHERS HAVE NO USES

<input type="radio"/> SALE OF BUSINESS	01 <input type="radio"/> WITH PROPERTY WPROPR 02 <input type="radio"/> WITHOUT PROPERTY WOPRO	01 <input type="radio"/> APPAREL APPAR 02 <input type="radio"/> ART GALLERY ARGAL 03 <input type="radio"/> ART SUPPLIES ARSUP 04 <input type="radio"/> AUTOMOTIVE RELATED AUTOR 05 <input type="radio"/> BAKERY BAKER 06 <input type="radio"/> BANQUET HALL BANDU 07 <input type="radio"/> BAR / TAVERN / PUB BTPVB 08 <input type="radio"/> BEAUTY SALON BEAUT 09 <input type="radio"/> BED & BREAKFAST B & B 10 <input type="radio"/> BUTCHER / MEAT BUTME 11 <input type="radio"/> CABINS / COTTAGES CABIN 12 <input type="radio"/> CAFÉ CAFE 13 <input type="radio"/> CAR WASH CARWA 14 <input type="radio"/> CATERER / CAFETERIA CATCA 15 <input type="radio"/> COFFEE / DONUT SHOP COFDS 16 <input type="radio"/> COIN LAUNDROMAT COINL 17 <input type="radio"/> CONVENIENCE / VARIETY CONVA 18 <input type="radio"/> COPY / PRINTING COPYP 19 <input type="radio"/> CRAFTS / HOBBY CRAFT 20 <input type="radio"/> DAIRY PRODUCTS DAIRY 21 <input type="radio"/> DAY CARE DAYCA 22 <input type="radio"/> DELICATESSEN DELIC 23 <input type="radio"/> DELIVERY / COURIER DELIV 24 <input type="radio"/> DISTRIBUTING DISTR 25 <input type="radio"/> DRUGSTORE / PHARMACY DRUGS 26 <input type="radio"/> DRY CLEANING / LAUNDRY DRYCL 27 <input type="radio"/> ELECTRONICS ELECT 28 <input type="radio"/> ENTERTAINMENT ENTER 29 <input type="radio"/> FAST FOOD / TAKEOUT FFOOD 30 <input type="radio"/> FITNESS TRAINING FITNS 31 <input type="radio"/> FLORIST FLRST	32 <input type="radio"/> FOOD COURT OUTLET FOODC 33 <input type="radio"/> FOOTWEAR FOOTW 34 <input type="radio"/> FRUIT / VEGETABLE / MARKET FRUIT 35 <input type="radio"/> FUNERAL HOME FJNRI 36 <input type="radio"/> FURNITURE FJNRI 37 <input type="radio"/> GARDEN / LANDSCAPE GARDN 38 <input type="radio"/> GAS STATION GASST 39 <input type="radio"/> GOLF COURSE GOLFC 40 <input type="radio"/> GOLF DRIVING RANGE GOLFD 41 <input type="radio"/> GRAVEL PIT / QUARRY GRAVI 42 <input type="radio"/> GROCERY / SUPERMARKET GROCR 43 <input type="radio"/> HAIR SALON HAIRS 44 <input type="radio"/> HARDWARE / TOOLS HAROW 45 <input type="radio"/> HOME IMPROVEMENT HOMEI 46 <input type="radio"/> HOTEL / MOTEL / INN HOTEL 47 <input type="radio"/> MANUFACTURING MANUF 48 <input type="radio"/> MARINA MARNNA 49 <input type="radio"/> MEDICAL / DENTAL MEDIC 50 <input type="radio"/> OTHER OTHER 51 <input type="radio"/> PIZZERIA PIZZE 52 <input type="radio"/> REAL ESTATE OFFICE REOFC 53 <input type="radio"/> RESTAURANT RESTR 54 <input type="radio"/> SELF STORAGE SELFS 55 <input type="radio"/> SERVICE RELATED SERVI 56 <input type="radio"/> SPA / TANNING SPATA 57 <input type="radio"/> SPORTING GOODS SPORT 58 <input type="radio"/> SPORTS / ENTERTAINMENT SPORE 59 <input type="radio"/> TRAVEL AGENCY TRAVL 60 <input type="radio"/> WINERY WINE 61 <input type="radio"/> WOOD WORKING WDWX
<input type="radio"/> STORE WITH APARTMENT / OFFICE	<input type="radio"/> STORE WITH APARTMENT / OFFICE	01 <input type="radio"/> BUSH BUSH 02 <input type="radio"/> GOLF GOLF 03 <input type="radio"/> GRAVEL PIT / QUARRY GRAVL 04 <input type="radio"/> INDUSTRIAL INDUS 05 <input type="radio"/> HOSPITALITY HOSPT 06 <input type="radio"/> OFFICE OFFIC 07 <input type="radio"/> OTHER (see remarks) OTHER	08 <input type="radio"/> PARKING LOT PARKL 09 <input type="radio"/> RECREATIONAL RECRE 10 <input type="radio"/> RESIDENTIAL RESID 11 <input type="radio"/> RESTRICTED RESTR 12 <input type="radio"/> RETAIL RETAL 13 <input type="radio"/> WATERFRONT WATER
<input type="radio"/> VACANT LAND	01 <input type="radio"/> RAW (OUTSIDE OFFICIAL PLAN) RAWOP 02 <input type="radio"/> DESIGNATED DESIG	01 <input type="radio"/> AIR CONDITIONING <input checked="" type="checkbox"/> 13 02 <input type="radio"/> NO 03 <input type="radio"/> YES 04 <input type="radio"/> ROUGHED-IN	08 <input type="radio"/> ATTACHED ATTC 09 <input type="radio"/> BOULEVARD BOULV 10 <input type="radio"/> COVERED COVER 11 <input type="radio"/> DETACHED DETCH 12 <input type="radio"/> DOUBLE DETACHED UDETC 13 <input type="radio"/> IN / OUT INOUT 14 <input type="radio"/> LANE LANE 15 <input type="radio"/> OUTSIDE / SURFACE OTSRF 16 <input type="radio"/> PAY PAY 17 <input type="radio"/> PLAZA PLAZA 18 <input type="radio"/> PUBLIC PUBLIC 19 <input type="radio"/> RESERVED / ASSIGNED RSVAS 20 <input type="radio"/> SINGLE DETACHED SDCTC 21 <input type="radio"/> STREET STREET 22 <input type="radio"/> TANDEM TANDM 23 <input type="radio"/> UNDERGROUND UNDGR 24 <input type="radio"/> VALET VALET 25 <input type="radio"/> VISITOR VISIT 26 <input type="radio"/> OTHER (see remarks) OTHER 27 <input type="radio"/> NONE NONE

FREESTANDING 3 YES NO

TOTAL AREA 4

TOTAL AREA CODE 4

01 ACRES ACRES
02 HECTARES HECTR
03 SQUARE FEET SQ.FT
04 SQ. FT. DIVISIBLE SQFTD
05 SQUARE METRES SQMTR
06 SQ. M. DIVISIBLE SQMTD

% BUILDING

% USABLE

% RENTABLE

OFFICE / APT AREA 5

OFFICE / APT AREA CODE 5

01 PERCENTAGE PRCNT
02 SQUARE FEET SQ.FT
03 SQ. FT. DIVISIBLE SQFTD
04 SQUARE METRES SQMTR
05 SQ. M. DIVISIBLE SQMTD

INDUSTRIAL AREA 6

INDUSTRIAL AREA CODE 6

01 PERCENTAGE PRCNT
02 SQUARE FEET SQ.FT
03 SQ. FT. DIVISIBLE SQFTD
04 SQUARE METRES SQMTR
05 SQ. M. DIVISIBLE SQMTD

RETAIL AREA 7

RETAIL AREA CODE 7

01 PERCENTAGE PRCNT
02 SQUARE FEET SQ.FT
03 SQ. FT. DIVISIBLE SQFTD
04 SQUARE METRES SQMTR
05 SQ. M. DIVISIBLE SQMTD

APPROXIMATE AGE

01 NEW NEW
02 0 - 5 YEARS 0-5
03 6 - 15 YEARS 6-15
04 16 - 30 YEARS 16-30
05 31 TO 50 YEARS 31-50
06 51 - 99 YEARS 51-99
07 100+ YEARS 100+

AREA INFLUENCES

01 GREENBELT / CONSERVATION GJBCN
02 MAJOR HIGHWAY MJHWY

03 PUBLIC TRANSIT PTRAN
04 RECREATIONAL / COMMUNITY CENTRE RECCM
05 SUBWAYS SUBWY
06 OTHER (see remarks) OTHER

YES NO

BASEMENT 8 YES NO

UFFI

01 NO NO
02 YES YES
03 PARTIALLY REMOVED PTREM
04 REMOVED REMVD

CLEAR HEIGHT 9

FEET INCHES

BAY SIZE

LENGTH FT IN

WIDTH FT IN

SPRINKLERS 10

01 NO
02 YES
03 PARTIAL

UTILITIES 11

01 AVAILABLE AVAIL
02 NO
03 YES YES

VOLTS

AMPS

WATER 12

01 CO-OPERATIVE CO-OP
02 MUNICIPAL MUNIC
03 WELL WELL
04 OTHER (see remarks) OTHER
05 NONE NONE

WATER SUPPLY TYPES

01 ARTESIAN WELL ARTES
02 BORED WELL BRDVL
03 CISTERN CISTE
04 COMMUNITY WELL COMWL
05 DRILLED WELL DRWEL
06 DUG WELL DWEL
07 LAKE / RIVER LK/RV
08 SANDPOINT SANDP
09 SHARED WELL SHDWL
10 UNKNOWN UNKNW

HEAT TYPE 14

01 BASEBOARD BASEB
02 ELEC FORCED AIR ELEC
03 ELEC HOT WATER ELEC
04 GAS FORCED AIR CLOSED GSFAC
05 GAS FORCED AIR OPEN GSFAP
06 GAS HOT WATER GSHWT
07 HEAT PUMP HEATP
08 OIL FORCED AIR OILFA
09 OIL HOT WATER OILHW
10 OIL STEAM OILST
11 PROPANE GAS PROPG
12 RADIANT RADIA
13 SOLAR SOLAR
14 SPACE HEATERS SPACE
15 STEAM RADIATORS STRAD
16 WATER WATER
17 WATER RADIATORS WRADT
18 WOODBURNING WOODB
19 OTHER (see remarks) OTHER
20 NONE NONE

WASHROOMS

SHIPPING DOOR TYPES

TRUCK LEVEL SHIP DOORS # 15

DOOR HEIGHT FT IN

DOOR WIDTH FT IN

DOUBLE MAN SHIP DOORS # 15

DOOR HEIGHT FT IN

DOOR WIDTH FT IN

DRIVE-IN LEVEL SHIP DOORS # 15

DOOR HEIGHT FT IN

DOOR WIDTH FT IN

GRADE LEVEL SHIP DOORS # 15

DOOR HEIGHT FT IN

DOOR WIDTH FT IN

ELEVATOR 16

01 FREIGHT FROHT
02 NONE NONE
03 PASSENGER PASSN
04 PUBLIC PUBLIC

GARAGE TYPE 17

01 ATTACHED ATTC
02 BOULEVARD BOULV
03 COVERED COVER
04 DETACHED DETCH
05 DOUBLE DETACHED UDETC
06 IN / OUT INOUT
07 LANE LANE
08 OUTSIDE / SURFACE OTSRF
09 PAY PAY
10 PLAZA PLAZA
11 PUBLIC PUBLIC
12 RESERVED / ASSIGNED RSVAS
13 SINGLE DETACHED SDCTC
14 STREET STREET
15 TANDEM TANDM
16 UNDERGROUND UNDGR
17 VALET VALET
18 VISITOR VISIT
19 OTHER (see remarks) OTHER
20 NONE NONE

PARKING SPACES TOTAL

OF TRAILER PARKING SPOTS

OUTSIDE STORAGE YES NO

RAIL 18 YES AVAILABLE NO

CRANE YES NO

SURVEY

01 YES YES
02 NO NO

SOIL TEST

01 CONSTRUCTION AUDIT CONSA
02 CONSTRUCTION & ENVIRONMENTAL CONSE
03 ENVIRONMENTAL AUDIT ENVAU
04 NO NO
05 YES YES

SEWERS 19

01 HOLDING TANK HOLDT
02 PRIVATE PRIVI
03 SANITARY SANIT
04 SANITARY AVAILABLE SANAV
05 SANITARY + STORM SANST
06 SANITARY + STORM AVAILABLE SANSA
07 SEPTIC SEPTC
08 SEPTIC APPROVED SEPTA
09 SEPTIC AVAILABLE SEPTA
10 STORM STORM
11 STORM AVAILABLE STRMA
12 OTHER (see remarks) OTHER
13 NONE NONE

COMMENTS

PUBLIC REMARKS (MAX. 750 CHARACTERS)

37,200 SF Freestanding industrial facility available for sale in Brantford's Northeast Industrial Park. The building features excellent shipping capabilities including dock level and drive in shipping and 20' clear height, as well as 2,200 SF of finished office space. Situated in an excellent location with easy access to Highway 403.

INCLUSIONS (MAX. 250 CHARACTERS)

EXCLUSIONS (MAX. 250 CHARACTERS)

PRIVATE REALTOR® REMARKS (MAX. 850 CHARACTERS)

FINANCIAL INFORMATION

FINANCIAL STATEMENT ²⁰ CHATTELS ²¹ FRANCHISE ²² DAYS OPEN ²³ FULL TIME EMPLOYEES ²⁴ PART TIME EMPLOYEES ²⁵

YES NO YES NO YES NO ONE TWO THREE FOUR FIVE SIX SEVEN VARIES

HOURS OPEN

SEATS ²⁵ LL.B.O. ²⁶ TAXES EXPENSE INSURANCE EXPENSE MANAGEMENT EXPENSE

YES NO

BUSINESS NAME BUILDING NAME

MAINTENANCE	HEAT EXPENSES	HYDRO EXPENSE	WATER EXPENSE	OTHER EXPENSES	GROSS INCOME / SALES
VACANCY ALLOWANCE	OPERATING EXPENSES	NET INCOME (BEFORE DEBT)	EST. INV. VALUES AT COST	COMMON AREA UPCHARGE	PERCENTAGE RENT

EXPENSES ACTUAL ESTIMATED YEAR EXPENSES | | | | | MORTGAGE COMMENTS

COMPLETE ONLY IF YOU HAVE ENTERED ANY AMOUNT

BROKERAGE INFORMATION

REALTOR® 1 - NAME CHRISTOPHER THOMS REALTOR® 1 - ID # KWkw7454

REALTOR® 2 - NAME KWANG SIK CHOI REALTOR® 2 - ID #

BROKERAGE 1 - NAME COLLIERS MACAULAY NICOLLS INC. BROKERAGE 1 - ID # KW235

BROKERAGE 2 - NAME RONALD JANSEN BROKERAGE 2 - ID # KW5137 2 COMMISSION TO COOPERATING BROKERAGE

BROKERAGE TRUST ACCOUNT	SELLER AND LBR HAVE SPECIAL AGREEMENT / CONDITIONS	SPIS	SPIS - WATER, WASTE, ACCESS, SHORELINE	GREEN PROPERTY INFORMATION STATEMENT	ENERGY CERTIFICATION	CERTIFICATION LEVEL
<input type="radio"/> INTEREST BEARING <input type="radio"/> NON-INTEREST BEARING	<input type="radio"/> YES <input checked="" type="radio"/> NO	<input type="radio"/> YES <input checked="" type="radio"/> NO	<input type="radio"/> YES <input type="radio"/> NO	<input type="radio"/> YES <input type="radio"/> NO	<input type="radio"/> YES <input type="radio"/> NO	
APPOINTMENTS	LOCKBOX	SIGN	OCCUPANCY <input checked="" type="checkbox"/> <input type="checkbox"/> OWNER PLUS TENANT	CONTACT AFTER EXPIRED	DISPLAY ADDRESS ON INTERNET	DISTRIBUTE TO INTERNET
	<input type="radio"/> YES <input type="radio"/> NO	<input type="radio"/> YES <input type="radio"/> NO	<input type="radio"/> OWNER <input type="radio"/> TENANT <input checked="" type="radio"/> VACANT	<input type="radio"/> YES <input checked="" type="radio"/> NO	<input checked="" type="radio"/> YES <input type="radio"/> NO	<input checked="" type="radio"/> YES <input type="radio"/> NO

VIRTUAL TOUR URL (NON-BRANDED)

ALTERNATE FEATURE SHEET URL

VIRTUAL TOUR URL (BRANDED)

PHOTO INSTRUCTIONS (IF ASSOC/BOARD PROVIDED)

PHOTOS TO BE ORDERED VIA MY STORE (OMDREB only) FRONT VIEW ONLY

PHOTO(S) TO FOLLOW (within 24 hrs) FRONT VIEW & BACK VIEW

PHOTO ATTACHED SPECIAL INSTRUCTIONS

SKETCH ATTACHED

I ACKNOWLEDGE HAVING CAREFULLY READ THIS ENTIRE FORM AND CONFIRM THE ACCURACY OF ALL THE ABOVE INFORMATION CONCERNING MY PROPERTY. I AGREE TO ALLOW ACCURACY CHALLENGES TO ITEMS FOR EXAMPLE, TAXES, LEGAL DESCRIPTION AND LOT SIZE.

SIGNATURE OF SELLER / LESSOR

COMMERCIAL - SALE
 MLS® DATA INFORMATION FORM

MLS® LISTING # _____

FOR BOARD USE ONLY FOR A NEW LISTING OR TO BE COMPLETED FOR A RE-RUN.

Mandatory Field All Property Types Optional Field All Property Types

PROPERTY INFORMATION

ASSESSMENT ROLL NUMBER (ARN)

29200404001105

PIN #

AREA

Brant County

MUNICIPALITY

Brant County

COMMUNITY *

Brancida Industrial Park

* MANDATORY IF AVAILABLE

STREET NUMBER

STREET NAME

ABBREVIATION

DIR

APT/UNIT #

POSTAL CODE

14

Sharp Road

N3T 5L8

LEGAL DESCRIPTION (LOT, PLAN, CONCESSION)

PROPERTY MANAGEMENT COMPANY

LOT FRONT ▲▲

LOT DEPTH ▲▲

LOT/BLDG/UNIT CODE ▲

LOT SIZE CODE ▲

LOT IRREGULARITIES

285'

2.499 AC

Lot Bldg Unit Metres

Feet Acres

* NOT MANDATORY FOR COMMERCIAL CONDO

DIRECTION/MAIN CROSS STREETS

MAP #

MAP COL (NUMERIC)

MAP ROW (ALPHA)

Powerline Road

▲ IF NOT APPLICABLE ENTER "0"

PRICE/DATES

LIST PRICE

LIST PRICE CODE
 NOTE: REFER TO PRICE CODES

MIN. RENTAL TERM (MONTHS)

MAX. RENTAL TERM (MONTHS)

\$2,750,000.00

For Sale

SELLER NAME

FT ENE Canada Inc.

CONTRACT COMMENCEMENT

EXPIRY DATE

POSSESSION DATE

M / /
 M M D D Y Y Y Y

05 / 15 / 2019
 M M D D Y Y Y Y

December 1, 2018

TAXES

TYPE TAXES (check 1)

TAX YEAR

ASSESSMENT

ASSESSMENT YEAR

CONDO MAINTENANCE FEES (MONTHLY) *

Annual T. & O.
 N/A T.M.I.

2018

* MANDATORY FOR COMMERCIAL & INDUSTRIAL CONDOS ONLY

FORM 590



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SELLERS INITIALS

AD

DETAILS

ZONING

M2

TYPE - PRIMARY (check 1)	CATEGORY (check 1)	USE (check 1)			
<input type="checkbox"/> Commercial Retail Property (Do not use for Sale of Business)	<input type="checkbox"/> Highway Commercial <input type="checkbox"/> Multi-Use <input type="checkbox"/> Retail <input type="checkbox"/> Service <input type="checkbox"/> Commercial Condo <input type="checkbox"/> Institutional*	<input type="checkbox"/> Automotive Related <input type="checkbox"/> Health & Beauty Related <input type="checkbox"/> Bank* <input type="checkbox"/> Church* <input type="checkbox"/> School* <input type="checkbox"/> Other*	<input type="checkbox"/> Hospitality/Food Related <input type="checkbox"/> Other <input type="checkbox"/> Retail Store Related <input type="checkbox"/> Service Related *uses for Institutional category only		
<input type="checkbox"/> Sale of Business	<input type="checkbox"/> With Property <input type="checkbox"/> Without Property	<input type="checkbox"/> Apparel <input type="checkbox"/> Art Gallery <input type="checkbox"/> Art Supplies <input type="checkbox"/> Automotive Related <input type="checkbox"/> Bakery <input type="checkbox"/> Banquet Hall <input type="checkbox"/> Bar/Tavern/Pub <input type="checkbox"/> Beauty Salon <input type="checkbox"/> Bed & Breakfast <input type="checkbox"/> Butcher/Meat <input type="checkbox"/> Cabins/Cottages <input type="checkbox"/> Café <input type="checkbox"/> Car Wash <input type="checkbox"/> Caterer/Cafeteria <input type="checkbox"/> Coffee/Donut Shop	<input type="checkbox"/> Coin Laundromat <input type="checkbox"/> Convenience/Variety <input type="checkbox"/> Copy/Printing <input type="checkbox"/> Crafts/Hobby <input type="checkbox"/> Dairy Products <input type="checkbox"/> Day Care <input type="checkbox"/> Delicatessen <input type="checkbox"/> Delivery/Courier <input type="checkbox"/> Distributing <input type="checkbox"/> Drugstore/Pharmacy <input type="checkbox"/> Dry Cleaning/Laundry <input type="checkbox"/> Electronics <input type="checkbox"/> Entertainment <input type="checkbox"/> Fast Food/Takeout <input type="checkbox"/> Fitness/Training	<input type="checkbox"/> Florist <input type="checkbox"/> Food Court Outlet <input type="checkbox"/> Footwear <input type="checkbox"/> Fruit/Vegetable/Market <input type="checkbox"/> Funeral Home <input type="checkbox"/> Furniture <input type="checkbox"/> Garden/Landscaping <input type="checkbox"/> Gas Station <input type="checkbox"/> Golf Course <input type="checkbox"/> Golf Driving Range <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Grocery/Supermarket <input type="checkbox"/> Hair Salon <input type="checkbox"/> Hardware/Tools <input type="checkbox"/> Home Improvement	<input type="checkbox"/> Hotel/Motel/Inn <input type="checkbox"/> Manufacturing <input type="checkbox"/> Marina <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Other <input type="checkbox"/> Pizzeria <input type="checkbox"/> Real Estate Office <input type="checkbox"/> Restaurant <input type="checkbox"/> Self Storage <input type="checkbox"/> Service Related <input type="checkbox"/> Spa/Tanning <input type="checkbox"/> Sporting Goods <input type="checkbox"/> Sports/Entertainment <input type="checkbox"/> Travel Agency <input type="checkbox"/> Wood Working
<input type="checkbox"/> Store With Apartment/Office	<input type="checkbox"/> Store With Apartment/Office				
<input type="checkbox"/> Investment	<input type="checkbox"/> Accommodation ¹ <input type="checkbox"/> Apartment ² <input type="checkbox"/> Retail <input type="checkbox"/> Industrial <input type="checkbox"/> Recreational ³ <input type="checkbox"/> Office	<input type="checkbox"/> Bed & Breakfast ¹ <input type="checkbox"/> Apts-2 To 5 Units ² <input type="checkbox"/> Golf ³	<input type="checkbox"/> Cabins/Cottages ¹ <input type="checkbox"/> Apts-6 To 12 Units ² <input type="checkbox"/> Marina ³	<input type="checkbox"/> Hotel/Motel/Inn ¹ <input type="checkbox"/> Apts-13 To 20 Units ² <input type="checkbox"/> Campground ³	<input type="checkbox"/> Other ¹ <input type="checkbox"/> Apts-Over 20 Units ² <input type="checkbox"/> Sports/Entertainment ³ <input type="checkbox"/> Other ³
		1 - uses for Accommodation only 2 - uses for Apartment only 3 - uses for Recreational only All others have no uses.			
<input type="checkbox"/> Office	<input type="checkbox"/> Office	<input type="checkbox"/> Medical/Dental <input type="checkbox"/> Professional Office <input type="checkbox"/> Other			
<input checked="" type="checkbox"/> Industrial	<input checked="" type="checkbox"/> Free Standing <input type="checkbox"/> Multi-Unit <input type="checkbox"/> Industrial Condo	<input type="checkbox"/> Cooler/Freezer/ Food Inspected <input type="checkbox"/> Laboratory	<input type="checkbox"/> Factory/Manufacturing <input type="checkbox"/> Transportation	<input type="checkbox"/> Other <input checked="" type="checkbox"/> Warehouse	
<input type="checkbox"/> Farm	<input type="checkbox"/> Agricultural	<input type="checkbox"/> Cash Crop <input type="checkbox"/> Dairy Products	<input type="checkbox"/> Hobby <input type="checkbox"/> Horse	<input type="checkbox"/> Livestock <input type="checkbox"/> Other	
<input type="checkbox"/> Land	<input type="checkbox"/> Raw (Outside Official Plan) <input type="checkbox"/> Designated	<input type="checkbox"/> Bush <input type="checkbox"/> Golf <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Industrial	<input type="checkbox"/> Hospitality <input type="checkbox"/> Office <input type="checkbox"/> Other	<input type="checkbox"/> Parking Lot <input type="checkbox"/> Recreational <input type="checkbox"/> Residential	<input type="checkbox"/> Restricted <input type="checkbox"/> Retail <input type="checkbox"/> Waterfront

3 FREESTANDING <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 4 TOTAL AREA 37200	4 TOTAL AREA CODE (check 1) <input type="checkbox"/> Acres <input type="checkbox"/> Hectares <input checked="" type="checkbox"/> Square Feet <input type="checkbox"/> Sq. Ft. Divisible <input type="checkbox"/> Square Metres <input type="checkbox"/> Sq. M. Divisible % BUILDING	5 OFFICE/APT AREA 2200 5 OFFICE/APT AREA CODE (check 1) <input type="checkbox"/> Percentage <input checked="" type="checkbox"/> Square Feet <input type="checkbox"/> Sq. Ft. Divisible <input type="checkbox"/> Square Metres <input type="checkbox"/> Sq. M. Divisible	6 INDUSTRIAL AREA 35000 6 INDUSTRIAL AREA CODE (check 1) <input type="checkbox"/> Percentage <input checked="" type="checkbox"/> Square Feet <input type="checkbox"/> Sq. Ft. Divisible <input type="checkbox"/> Square Metres <input type="checkbox"/> Sq. M. Divisible	7 RETAIL AREA 0 7 RETAIL AREA CODE (check 1) <input type="checkbox"/> Percentage <input type="checkbox"/> Square Feet <input type="checkbox"/> Sq. Ft. Divisible <input type="checkbox"/> Square Metres <input type="checkbox"/> Sq. M. Divisible
--	---	--	---	--

FORM 590



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SELLERS INITIALS

[Handwritten signatures]

APPROXIMATE AGE <input type="checkbox"/> New <input type="checkbox"/> 0 - 5 Years <input type="checkbox"/> 6 - 15 Years <input type="checkbox"/> 16 - 30 Years <input type="checkbox"/> 31 - 50 Years <input type="checkbox"/> 51 - 99 Years <input type="checkbox"/> 100 + Years	10 SPRINKLERS (check 1) <input checked="" type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yes	14 HEAT TYPE (check 1) <input type="checkbox"/> Baseboard <input type="checkbox"/> Elec Forced Air <input type="checkbox"/> Elec Hot Water <input type="checkbox"/> Fan Coil <input type="checkbox"/> Gas Forced Air Closed <input checked="" type="checkbox"/> Gas Forced Air Open <input type="checkbox"/> Gas Hot Water <input type="checkbox"/> None <input type="checkbox"/> Oil Forced Air <input type="checkbox"/> Oil Hot Water <input type="checkbox"/> Oil Steam <input type="checkbox"/> Other <input type="checkbox"/> Propane Gas <input type="checkbox"/> Radiant <input type="checkbox"/> Solar <input type="checkbox"/> Steam Radiators <input type="checkbox"/> Water Radiators <input type="checkbox"/> Woodburning	15 GRADE LEVEL SHIP DOORS # _____ DOOR HEIGHT FT _____ IN _____ DOOR WIDTH FT _____ IN _____	OUTSIDE STORAGE <input type="checkbox"/> No <input type="checkbox"/> Yes
AREA INFLUENCES (check 2) <input type="checkbox"/> Greenbelt/Conservation <input type="checkbox"/> Major Highway <input type="checkbox"/> Public Transit <input type="checkbox"/> Recreation/Community Center <input type="checkbox"/> Skiing <input type="checkbox"/> Subways	11 UTILITIES <input checked="" type="checkbox"/> Available <input type="checkbox"/> Yes <input type="checkbox"/> No	WASHROOMS _____ SHIPPING DOOR TYPES 15 TRUCK LEVEL SHIP DOORS # _____ DOOR HEIGHT FT <u>8</u> IN _____ DOOR WIDTH FT <u>9</u> IN _____	16 ELEVATOR (check 1) <input type="checkbox"/> Freight/Public <input type="checkbox"/> Freight <input checked="" type="checkbox"/> None <input type="checkbox"/> Public	18 RAIL <input type="checkbox"/> Available <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
PHYSICALLY HANDICAPPED-EQUIPPED <input type="checkbox"/> Yes <input type="checkbox"/> No	VOLTS _____ AMPS _____	18 DOUBLE MAN SHIP DOORS # _____ DOOR HEIGHT FT _____ IN _____ DOOR WIDTH FT _____ IN _____	17 GARAGE TYPE (check 1) <input type="checkbox"/> Boulevard <input type="checkbox"/> Covered <input type="checkbox"/> Double Detached <input type="checkbox"/> In/Out <input type="checkbox"/> Lane <input type="checkbox"/> None <input type="checkbox"/> Other <input checked="" type="checkbox"/> Outside/Surface <input type="checkbox"/> Pay <input type="checkbox"/> Plaza <input type="checkbox"/> Public <input type="checkbox"/> Reserved/Assigned <input type="checkbox"/> Single Detached <input type="checkbox"/> Street <input type="checkbox"/> Underground <input type="checkbox"/> Valet <input type="checkbox"/> Visitor	CRANE <input type="checkbox"/> No <input type="checkbox"/> Yes
8 BASEMENT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	12 WATER (check 1) <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Well	15 DRIVE-IN LEVEL SHIP DOORS # _____ DOOR HEIGHT FT <u>14</u> IN _____ DOOR WIDTH FT <u>14</u> IN _____	PARKING SPACES TOTAL _____ NUMBER OF TRAILER PARKING SPOTS _____	SURVEY <input type="checkbox"/> No <input type="checkbox"/> Yes
UFFI (check 1) <input type="checkbox"/> No <input type="checkbox"/> Partially Removed <input type="checkbox"/> Removed <input type="checkbox"/> Yes	WATER SUPPLY TYPES (check 1) <input type="checkbox"/> Bored Well <input type="checkbox"/> Cistern <input type="checkbox"/> Community Well <input type="checkbox"/> Drilled Well <input type="checkbox"/> Dug Well <input type="checkbox"/> Lake/River <input type="checkbox"/> Shared Well	18 SEWERS (check 1) <input type="checkbox"/> None <input type="checkbox"/> Sanitary Available <input type="checkbox"/> Sanitary + Storm <input type="checkbox"/> Sanitary + Storm Available <input type="checkbox"/> Sanitary <input type="checkbox"/> Septic Available <input type="checkbox"/> Septics <input checked="" type="checkbox"/> Storm <input type="checkbox"/> Storm Available	SOIL TEST (check 1) <input type="checkbox"/> Construction Audit <input type="checkbox"/> Construction & Environmental <input type="checkbox"/> Environment Audit <input type="checkbox"/> No <input type="checkbox"/> Yes	
9 CLEAR HEIGHT FEET <u>20</u> INCHES <u>0</u>	13 AIR CONDITIONING (check 1) <input type="checkbox"/> No <input checked="" type="checkbox"/> Partial <input type="checkbox"/> Yes	COMMENTS REMARKS FOR CLIENTS (use up to 463 characters)		

1. Appear in the Brokerage Full, Client Full and Flyer Reports in TorontoMLS and are published on the Internet.
 2. REMARKS MUST RELATE DIRECTLY TO PROPERTY.
 3. DISCLOSE POTL DETAILS & POTL MONTHLY FEES IN THIS FIELD.

37,200 SF Freestanding industrial facility available for sale in Brantford's Northeast Industrial Park. The building features excellent shipping capabilities including dock level and drive in shipping and 20' clear height, as well as 2,200 SF of finished office space. Situated in an excellent location with easy access to Highway 403.

EXTRAS (use up to 240 characters)
 1. Appear in the Brokerage Full, Client Full and Flyer Reports in TorontoMLS and are published on the Internet.
 2. REMARKS MUST RELATE DIRECTLY TO PROPERTY.

COMMENTS

REMARKS FOR BROKERAGES (use up to 280 characters)

- 1. Appear in the Brokerage Full Report in TorontoMLS and not on the Client Reports and are not published on the Internet.
- 2. LIST ALL EQUIPMENT THAT IS RENTED, LEASED, OR LEASED TO OWN FOR THE PROPERTY INCLUDING THE DETAILS AND TERMS. REFER TO RESIDENTIAL INFORMATION CHECKLIST - RENTAL OR LEASE - FIXTURE(S)/CHATTEL(S) INCLUDED - FORM 823.
- 3. ADDITIONAL CONTACT INFORMATION IS ALLOWED ONLY IN THIS FIELD.

FINANCIAL INFORMATION

20 FINANCIAL STATEMENT 21 CHATTELS 22 FRANCHISE 23 DAYS OPEN HOURS OPEN 24 EMPLOYEES

Yes No Yes No One Two Three Four Five Six Seven Varies

25 SEATS 26 L.L.B.O. BUSINESS/BUILDING NAME (37 characters) TAXES EXPENSE

Yes No

INSURANCE EXPENSE MANAGEMENT EXPENSE MAINTENANCE HEAT EXPENSES HYDRO EXPENSE WATER EXPENSE

OTHER EXPENSES GROSS INCOME/SALES VACANCY ALLOWANCE OPERATING EXPENSES NET INCOME BEFORE DEBT

EST. INV. VALUES AT COST COMMON AREA UPCHARGE PERCENTAGE RENT EXPENSES * YEAR EXPENSES

MORTGAGE COMMENTS

Actual Estimated
* COMPLETE ONLY IF YOU HAVE ENTERED ANY AMOUNT(S)

BROKERAGE INFORMATION

LISTING BROKERAGE COLLIERS MACAULAY NICOLLS INC. OFFICE PHONE (519) 570-1330

BROKER 1/SALESPERSON 1 CHRISTOPHER THOMS L.B. FAX NO. (519) 570-1185

BROKER 2/SALESPERSON 2 Kwang Sik Choi BROKER 1/SALESPERSON 1 PHONE KW7454

BROKER 2/SALESPERSON 2 PHONE

COMMISSION TO CO-OPERATING 2%

SPIS ENERGY CERTIFICATION CERTIFICATION LEVEL

Yes No Yes No

GREEN PROPERTY INFORMATION STATEMENT DISTRIBUTE TO DDF™/ADX DISTRIBUTE TO INTERNET DISPLAY ADDRESS ON INTERNET

Yes No Yes No Yes No Yes No

APPOINTMENTS PERMISSION TO CONTACT LB TO ADVERTISE

Yes No

OCCUPANCY (check 1) CONTACT AFTER EXPIRED HOLD OVER DAYS

Owner/Tenant Owner Partial Tenant Vacant Yes No (60)

VIRTUAL TOUR URL (100 characters)

PHOTO OPTIONS

Use photo from photo library Upload your own photo(s) No photo for this listing

SELLER HEREBY ACKNOWLEDGES HAVING RECEIVED A COPY OF PART 2 OF 2 OF THE LISTING AGREEMENT.

SIGNATURE  DATE Nov. 7. 2018

SIGNATURE _____ DATE _____

FORM 590

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REV APRIL 2017

TAB 3

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

IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE

)

THURSDAY, THE 28th DAY

)

)

OF MARCH, 2019

**IN THE MATTER OF THE PROPOSAL OF FT ENE CANADA INC., OF THE CITY
OF BRANTFORD, IN THE PROVINCE OF ONTARIO**

ORDER

THIS MOTION made by FT EnE Canada Inc. (“**Debtor**”) for an Order *inter alia*: (a) approving a sale and investment solicitation process, *nunc pro tunc*, with respect of all or part of the Debtor’s business and assets (“**SISP**”); (b) extending the deadline for the Debtor to file a proposal to and including May 10, 2019; and (c) granting a charge in respect of the fees and disbursements in favour of the Debtor’s counsel, MNP Ltd. in its capacity as proposal trustee for the Debtor (in such capacity, the “**Trustee**”), and Trustee’s counsel, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Yoonjun Park, sworn March 22, 2019, the First Report of the Trustee, dated ● (“**First Report**”), and on hearing the submissions of counsel for the Debtor and counsel for the Trustee, and those other parties present, no one appearing for any other person on the service list, although duly served as appears in the affidavit of service of ●, filed.

SERVICE

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

APPROVAL OF THE SISP

2. **THIS COURT ORDERS** that the SISP, as described in the First Report, be and is hereby approved *nunc pro tunc*.

3. **THIS COURT ORDERS** that the Trustee and the Debtor be and are hereby authorized and directed to perform their obligations under and in accordance with the SISP, and to take such further steps as it considers necessary or desirable in carrying out the SISP.

4. **THIS COURT ORDERS** that in connection with the SISP and pursuant to clause 7(3)(c) of the *Personal Information and Electronic Documents Act* (Canada), the Trustee is authorized and permitted to disclose personal information of identifiable individuals to prospective purchasers or offerors and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more transactions (each, a “**Transaction**”). Each prospective purchaser or offeror to whom such information is disclosed shall maintain and protect the privacy of such information and shall limit the use of such information to its evaluation of the Transaction, and if it does not complete a Transaction, shall: (i) return all such information to the Trustee, as applicable; (ii) destroy all such information, or (iii) in the case of such information that is electronically stored, destroy all such information to the extent it is reasonably practical to do so. The transacting party with respect to any of the 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 Trustee, as applicable, or ensure that all other personal information is destroyed.

5. **THIS COURT ORDERS** that, pursuant to clause 3(c)(i) of the *Electronic Commerce Protection Regulations*, made under *An Act to Promote the Efficiency and Adaptability of the Canadian Economy by Regulating Certain Activities that Discourage Reliance on Electronic Means of Carrying out Commercial Activities, and to Amend the Canadian Radio-Television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act*, S.C. 2010, c. 23, the Debtor and the Trustee are authorized and permitted to send, or cause to permit to be sent, commercial electronic messages to an electronic address of prospective purchasers or bidders and to their advisors but only to the extent desirable or required to provide information with respect to the SISP.

EXTENSION OF TIME TO FILE PROPOSAL

6. **THIS COURT ORDERS** that the time in which the Debtor is required to file a proposal be and is hereby extended to and including May 10, 2019.

ADMINISTRATION CHARGE

7. **THIS COURT ORDERS** that counsel to the Debtor, the Trustee and counsel to the Trustee (“**Administrative Parties**”) shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on all property, assets and undertakings of the Debtor

(“**Property**”), as security for the fees and disbursements of the Administrative Parties, incurred at their standard rates and charges and on the terms set forth in their respective engagement letters, both before and after the making of this Order.

8. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

9. **THIS COURT ORDERS** that the Administration Charge shall constitute a charge on the Property and shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise, except that the Administration Charge shall be subordinate to the valid and enforceable security interests of the Royal Bank of Canada.

GENERAL

10. **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 Debtor, the Proposal Trustee and their respective 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 Debtor and the Proposal Trustee as may be necessary or desirable to give effect to this Order, or to assist the Debtor and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

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

IN THE BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE PROPOSAL OF FT ENE CANADA INC., OF THE CITY OF BRANTFORD, IN THE PROVINCE OF ONTARIO

MNP Ltd. In its capacity as Licensed Insolvency Trustee of FT ENE Canada Inc.

Commercial List Court File No. 08-CL-7466

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

ORDER

Blaney McMurtry LLP
2 Queen Street East, Suite 1500
Toronto, ON, M5C 3G5

Mr. Mervyn Abramowitz (LSO #28325R)
Certified Specialist, Civil Litigation, Bankruptcy and
Insolvency Law
Tel: (416) 597-4887
Fax: (416) 594-4289
Email: ateodorescu@blaney.com

Ms. Alexandra Teodorescu (LSO #63889D)
Tel: (416) 596-4289
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Email: ateodorescu@blaney.com

Counsel for FT ENE Canada Inc.

IN THE BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE PROPOSAL OF FT ENE CANADA INC., OF THE CITY OF BRANTFORD, IN THE PROVINCE OF ONTARIO

MNP Ltd. In its capacity as Licensed Insolvency Trustee of FT ENE Canada Inc.

Commercial List Court File No. 08-CL-7466

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

MOTION RECORD OF FT ENE CANADA INC.
(Returnable March 28, 2019)

Blaney McMurtry LLP
2 Queen Street East, Suite 1500
Toronto, ON, M5C 3G5

Mr. Mervyn Abramowitz (LSO #28325R)
Certified Specialist, Civil Litigation, Bankruptcy and
Insolvency Law

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Counsel for FT ENE Canada Inc.