

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

- and -

2722959 ONTARIO LTD. and 2156775 ONTARIO LIMITED

Respondents

**RESPONDING MOTION RECORD OF THE
CORPORATION OF THE CITY OF MISSISSAUGA
(Motion returnable May 24, 2023)**

April 13, 2023

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Court File No. CV-22-00684100-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

- and -

2722959 ONTARIO LTD. and 2156775 ONTARIO LIMITED

Respondents

AFFIDAVIT OF LOUISE COOKE
(Sworn April 11, 2023)

I, **LOUISE COOKE**, of the City of Hamilton, in the Province of Ontario, **MAKE OATH AND SAY** as follows:

1. I am the Manager of Revenue and Taxation at the City of Mississauga (the "City"). My job responsibilities include administering City tax accounts and collecting overdue tax accounts in accordance with the *Municipal Act, 2001*, SO 2001, c 25, and City by-laws. As such I have knowledge of the matters to which I hereinafter depose. Where I identify information in this Affidavit as having been provided to me by another person, I verily believe the information to be true.

BACKGROUND / PARTIES

2. The City is a defendant in an action commenced by 2156775 Ontario Inc. cob D'Angelo Brands ("215 Ontario"), bearing Court File No. CV-21-00003036-0000. The Regional Municipality of Peel ("Peel") is also a defendant.
3. The City is a lower-tier municipality. Peel is an upper-tier municipality.
4. Peel levies fees to parties to which it supplies certain services (e.g., water use). Peel is responsible to measure use, set fees, and to assess charges with respect to the provision of its services.
5. The City levies and collects taxes against real property to fund the services it provides its constituent population. The City is authorized by statute to add unpaid service fees from Peel to the tax roll of the real property receiving those services. These fees are deemed taxes.
6. The action bearing Court File No. CV-21-00003036-0000 relates to the overdue tax account of Rovinelli Construction Inc. ("Rovinelli"). Rovinelli is the owner of an industrial building known municipally as 4500 Eastgate Parkway, in Mississauga, Ontario.
7. 215 Ontario is a corporation and was at the material times the tenant of Rovinelli at this property.
8. Beginning in 2019, 215 Ontario, in the operation of its business as a drink manufacturer, accrued significant overdue water, wastewater, storm water, and

sewer services fees from Peel for its operations at 4500 Eastgate Parkway. Those overdue fees were transferred to Rovinelli's tax account for this property, and have continued, in large part, to go unpaid.

9. 215 Ontario brought the action in protest of service fees charged by Peel. It has also brought the action in protest of the interest and late payment fees levied by the City against Rovinelli, and the bailiff fees levied by the City's bailiff.
10. Rovinelli owes tax arrears for 4500 Eastgate Parkway in the sum of \$4,222,480.36 as of April 5, 2023.

Security for Costs Motion

11. 215 Ontario shuttered its business and was evicted from 4500 Eastgate Parkway in or around May or June 2022. To the City's knowledge, it no longer operates or generates revenue.
12. The City and its bailiff investigated the debts and commitments of 215 Ontario. The City subsequently scheduled a motion for security for costs returnable February 23, 2023. Peel scheduled an identical motion, returnable the same date.
13. Attached as **Exhibit "A"** to this Affidavit is the Affidavit of Harvey Greber, the principal of the City's bailiff, with exhibits, included in the City's Motion Record for its motion for security for costs.
14. Attached as **Exhibit "B"** to this Affidavit is the Anticipated Bill of Costs included in the City's Motion record for its motion for security for costs.

15. The motions for security for costs were adjourned *sine die* due to the stay of proceedings ordered by Justice Osborne in the within application.
16. The City's and the bailiff's investigation of 215 Ontario's debts was based on information available at the time Mr. Greber swore his affidavit.
17. I have now reviewed the court materials uploaded by the receiver, MNP Ltd. The materials confirm two debts flagged by Mr. Greber in his affidavit:
 - a. Rent and additional rental arrears owed to Rovinelli in the amount of \$4,971,496.72 plus costs, as of June 2, 2022; and
 - b. A CRA debt for HST in the amount of \$7,642,938.31.
18. Attached as **Exhibit "C"** are excerpts from the court file for this application, evidencing the above debts, and including an updated appraisal for 215 Ontario's equipment on site.
19. Attached as **Exhibit "D"** is an overdue rent ledger for 4500 and 4544 Eastgate Parkway, dated May 8, 2022. This document confirms that 215 Ontario owes rent for 4500 Eastgate Parkway from April 2020 onwards. It also confirms that, at the time the rent ledger was prepared, Rovinelli had included tax roll additions in the sum of \$2,821,101.10 in its calculation.
20. I also understand from reviewing the receivership application materials that the principals of 215 Ontario operate this corporation in conjunction with another corporation, 2722959 Ontario Ltd. ("272 Ontario"). The two corporations operate

together, interchangeably, and as one. The corporations represent themselves singularly as “D’Angelo Brands.”

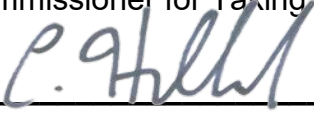
21. The within application relates to an unpaid secured loan advanced by Canadian Western Bank to 272 Ontario in the amount of \$625,000.00.
22. The application materials include an undated past-due aging report, and a payables list for major suppliers as of “January 31” for 272 Ontario. The past-due aging report identifies debts that total \$12,092,958.49. These debts include Region of Peel service charges levied against 215 Ontario, Enersource electrical service charges for 4500 Eastgate Parkway, and rent overdue to Rovinelli (identified as Eastgate Group Inc.) for 4500 Eastgate Parkway. These documents confirm that the two corporations intermingled their operations.
23. Attached as **Exhibit “E”** are excerpts from the court file for this application, evidencing the debts of 272 Ontario, and its relationship with 215 Ontario. This exhibit includes the Endorsement of Justice Osborne, dated November 3, 2022; the General Security Agreement of Canadian Western Bank; a Past Due Aging Report of 272 Ontario; and a Payable Listing, January 31, of major suppliers.
24. I have also reviewed the affidavit of Frank D’Angelo, sworn February 13, 2023, in support of the motion to lift the stay. The extent of my response is that the City plays no part in assessing charges for water, waste water, storm water, or sewer services provided to Peel residents.

25. I swear this affidavit in response to the motion for a lift of the stay of the action bearing Court File No. CV-21-00003036-0000 and for no other or improper purpose.

Sworn or Affirmed before me: (*select one*): in person OR by video conference

by Louise Cooke in the City of Hamilton, in the Province of Ontario, before me at the City of Toronto in the Province of Ontario, on April 11, 2023 in accordance with [O. Reg. 431/20](#), Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (*or as may be*)



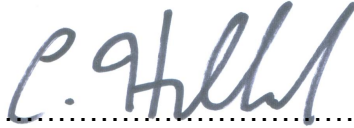
Signature of Commissioner (or as may be)

COMMISSIONER OF OATHS – Colin Holland - LS#65539Q



LOUISE COOKE

This is Exhibit "A" referred to in the **Affidavit**
of LOUISE COOKE sworn before me
this 11th day of April, 2023.

A handwritten signature in black ink, appearing to read "C. Hill", is written over a horizontal dotted line.

A Commissioner for Taking Affidavits

Court File No. CV-21-00003036-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

2156775 ONTARIO INC. cob as D'ANGELO BRANDS

Plaintiff

- and -

**THE REGIONAL MUNICIPALITY OF PEEL
and THE CITY OF MISSISSAUGA**

Defendants

AFFIDAVIT OF HARVEY GREBER
(Sworn October 28, 2022)

I, **HARVEY GREBER**, of the City of Toronto, in the Province of Ontario, **AFFIRM
AND SAY AS FOLLOWS:**

1. I am the President of Barton & Company (Bailiffs) Ltd. ("Barton"). At all material times, the Corporation of the City of Mississauga (the "City") retained and instructed Barton to act as bailiff for the recovery of an overdue municipal tax account. Specifically, Barton recovered overdue tax arrears from 2156775 Ontario Inc. cob D'Angelo Brands ("D'Angelo Brands"). As such, I have knowledge of the matters to which I hereinafter depose.
2. Where I identify information in this affidavit as having been provided to me by another person, I verily believe the information to be true.

THE PARTIES

3. The City is a “lower-tier municipality”. The Regional Municipality of Peel (“Peel” or the “Region”) is an upper-tier municipality.
4. The Region levies fees to parties to which it supplies certain services (e.g., water use). The Region is responsible to measure use, set fees, and to assess charges with respect to the provision of its services.
5. The City levies and collects taxes against real property to fund the services it provides its constituent population. The City is authorized by statute to add unpaid service fees from the Region to the tax roll of the real property receiving those services. These fees are deemed taxes.
6. This action relates to the overdue tax account of Rovinelli Construction Inc. (“Rovinelli”). Rovinelli is the owner of industrial buildings known municipally as 4500 and 4544 Eastgate Parkway, in Mississauga, Ontario.
7. The Plaintiff, D’Angelo Brands, is a corporation, and the tenant of Rovinelli at these properties.
8. Beginning in 2019, D’Angelo Brands, in the operation of its business as a drink manufacturer, accrued significant overdue water, wastewater, storm water, and sewer services fees from the Region for its operations at 4500 Eastgate Parkway. Those overdue fees were transferred to Rovinelli’s tax account for this property, and have continued, in large part, to go unpaid.

9. D'Angelo Brands has, by its conduct, largely taken responsibility for the tax arrears described above.
10. D'Angelo Brands's principle guiding mind is Frank D'Angelo.
11. D'Angelo Brands brought this action in protest of service fees charged by Peel. It has also brought this action in protest of the interest and late payment fees and bailiff fees levied by the City against Rovinelli.
12. The Plaintiff issued the Statement of Claim in this action on August 23, 2021. Attached as **Exhibit "A"** to this Affidavit is the Statement of Claim.
13. The City delivered its Statement of Defence on or about September 23, 2021. Attached as **Exhibit "B"** to this Affidavit is the Statement of Defence.
14. The Plaintiff delivered a Reply to the Statement of Defence of the City on or about November 18, 2021. Attached as **Exhibit "C"** to this Affidavit is the Plaintiff's Reply to the City.
15. The Region delivered its Statement of Defence on or about October 1, 2021. Attached as **Exhibit "D"** to this Affidavit is the Region's Statement of Defence.
16. The Plaintiff delivered a Reply to the Statement of Defence of the Region on or about October 12, 2021. Attached as **Exhibit "E"** to this Affidavit is the Plaintiff's Reply to the Region.

BARTON'S ASSIGNMENT

17. The City issued a warrant to Barton in early August 2020. Barton began its recovery activities against Rovinelli and D'Angelo Brands immediately.
18. Throughout the term of the warrant (and its renewal), my employees and I spoke with Frank D'Angelo, his staff, counsel for D'Angelo Brands (Greg Hemsworth and Leo Klug), Michael Rovinelli (a principal of Rovinelli), and counsel for Rovinelli (Ted Laan).
19. Mr. D'Angelo advised at the outset that his cash flow was dedicated to maintaining his business and that he did not have access to credit. He promised to make small ongoing payments against the debt, even though he disputed that the full amount was owing.
20. D'Angelo Brands began to make small biweekly payments against Rovinelli's tax debt in August 2020. These continued until September 2021. D'Angelo Brands has not made any further payments to Barton after September 2021. I understand that beginning in September 2021, D'Angelo Brands no longer had sufficient cash flow available both to maintain his business operations and to continue paying the tax debt.

D'ANGELO BRANDS DOES NOT HAVE SUFFICIENT ASSETS TO PAY COSTS

21. I spoke with Ted Laan, a lawyer acting for Rovinelli, on or about June 14, 2022. He advised me that his client was owed \$2 million in back rent.

22. Attached as **Exhibit “F”** to this Affidavit is a photograph of the Distress Warrant posted at 4500 Eastgate Parkway, taken on June 21, 2022.
23. Mr. Laan also advised me that Rovinelli had effected a distress warrant against D’Angelo Brands on June 2, 2022, for failure to pay rent. Rovinelli had also changed the locks.
24. I visited 4500 Eastgate Parkway shortly afterwards to investigate. I observed the Distress Warrant posted by Rovinelli. The business was shuttered, its doors were locked, and its lights were off. I revisited the property in August 22, 2022, and the business continued to remain closed.
25. Mr. D’Angelo advised during Barton’s recovery efforts that D’Angelo Brands has an outstanding account with Alectra Utilities, Mississauga’s hydro electricity supplier. I believe Alectra Utilities shut off service to 4500 Eastgate Parkway at some point concurrent with the changing of the locks.
26. I spoke with Michael Rovinelli on August 23, 2022. He told me that Rovinelli has officially terminated its lease with D’Angelo Brands in the neighbouring property: 4544 Eastgate Parkway. Rovinelli was preparing to remove all tenant chattels at this property, as D’Angelo Brands would or could not do so itself. Rovinelli was continuing with its distress at 4500 Eastgate Parkway, and was preparing to sell D’Angelo Brands’s assets.

27. Mr. Rovinelli further advised me that the Canadian Revenue Agency holds an interest in the assets of D'Angelo Brands in the sum of \$7.4 million for unpaid tax debt.
28. I am advised by Colin Holland, the City's lawyer, that various suppliers are also owed money by D'Angelo Brands. Attached as **Exhibit "G"** to this Affidavit is a Statement of Claim issued by United Dairy and Grocers Inc., claiming debt in the amount of \$182,638.83 for the supply of canola oil. Attached as **Exhibit "H"** to this Affidavit is a Statement of Claim issued by Linde Canada Inc., claiming debt in the amount of \$48,997.33 for the supply of industrial gases.
29. I also believe that D'Angelo Brands has been unable to pay wages. Attached as **Exhibit "I"** to this Affidavit is a Statement of Claim issued by Velox Staffing Solutions Inc., claiming debt of \$213,991.81 for unpaid staffing services.
30. Mr. Holland ran a Personal Property Security Agreement search against D'Angelo Brands on September 28, 2022, and has provided me a series of registrations. These registrations are attached as **Exhibit "J"** to this Affidavit. I note in particular the following debts/security agreements:
 - a. De Lage Landen Financial Services Canada Inc. – General Security Agreement;
 - b. Arizona Beverages USA LLC – General Security Agreement;
 - c. Toyota Industries Commercial Finance Canada, Inc. – Security agreement over material handling equipment;

- d. Blue Chip Leasing Corporation – Security agreement over equipment;
 - e. Gemma Runaghan – \$100,000,000.00 security agreement registered against business assets;
 - f. Frank D’Angelo – \$20,000,000.00 security agreement registered against business assets;
 - g. Ontario Minister of Finance, Collections Branch – \$12,604.00;
 - h. Canadian Western Bank – security agreement registered against accounts and “other”;
31. As stated above, Frank D’Angelo is the principal of D’Angelo Brands. I know Gemma Runaghan is or was an employee of D’Angelo Brands. I am advised by Mr. Holland that Frank D’Angelo and Gemma Runaghan may be in a relationship.
32. I am advised by Mr. Holland, who was advised by the City’s Revenue division, that Rovinelli’s tax debt is \$3,744,664.02 as of October 3, 2022. I assume that—as is standard in most commercial leases—D’Angelo Brands has agreed to pay the Peel service charges related to its business in its lease with Rovinelli. I also assume that the lease requires D’Angelo Brands to satisfy the City’s tax debt as it relates to Peel service charges and the related interest fees. This explains D’Angelo Brands’s partial payments against the tax roll between August 2020 and September 2021.
33. I am also advised by Mr. Holland that Eastgate Group Inc., presumably on behalf of Rovinelli, has paid the standard municipal tax charges on a timely basis, in the exact amounts levied, since the Peel services charges began to accrue. Therefore, the full

balance of the City's current tax debt stems from transferred Peel service charges and penalty and interest fees.

34. I am also advised by Mr. Holland that D'Angelo Brands's outstanding balance for unpaid services to Peel is \$134,418.92 as of June 16, 2022.
35. Mr. Holland also provided me an asset investigation report prepared by The Corpa Group Inc. ("Corpa"). It is attached as **Exhibit "K"** to this Affidavit.
36. Corpa advises that creditors have reported ten collection matters against D'Angelo Brands, valued at approximately \$45,000.00.
37. Corpa also advises that 48 actions have been commenced by or against D'Angelo Brands (or a variation of its name). Approximately half of those are claims against D'Angelo Brands (or a variation of its name).
38. Based on my current knowledge as of swearing this Affidavit, I summarize D'Angelo Brands's debts/commitments, where I know the amounts involved, as follows:

Debt / Security Agreement	Value
Rent owed to Rovinelli	\$2,000,000.00
CRA debt	\$7,400,000.00
Supplier litigation	\$220,000.00
Staffing litigation	\$213,991.81
PPSA registrations	\$122,012,604.00
Municipal tax debt	\$3,744,664.00
Services fees owed to Peel	\$134,419.00
Collection matters reported to Credit Bureau	\$45,000.00
TOTAL:	\$135,770,678.81

39. In short, I understand that D'Angelo Brands owes or is committed to approximately \$135 million to various creditors. There are additional debts—I do not have access

to all claims issued against D'Angelo Brands, full details of all of the PPSA registrations/security agreements, nor do I know the value of the Alectra hydro debt.

40. D'Angelo Brands's production facility is closed, and to my knowledge it has not generated revenue since June 2022. I do not believe D'Angelo Brands has any other active source of income. I do not believe that D'Angelo Brands has any method to repay or satisfy the sums listed above. I do not believe that D'Angelo Brands could satisfy an adverse costs award made against it.
41. I swear this Affidavit in support of the City's motion for security for costs and for no other or improper purpose.

Sworn or Affirmed before me: (select one): in person OR by video conference

by Harvey Greber at the City of Toronto in the Province of Ontario, before me on October 28, 2022, in accordance with [O. Reg. 431/20](#), Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)



Signature of Commissioner (or as may be)

COMMISSIONER OF OATHS – Colin Holland - LS#65539Q

Harvey Greber

HARVEY GREBER

This is Exhibit "A" referred to in the **Affidavit**
of HARVEY GREBER sworn before me
this 28th day of October, 2022.


.....

A Commissioner for Taking Affidavits



Court file No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Electronically issued : 23-Aug-2021
Délivré par voie électronique
Brampton

2156775 ONTARIO INC. cob as D'ANGELO BRANDS

Plaintiff

- and -

THE REGIONAL MUNICIPALITY OF PEEL
and THE CITY OF MISSISSAUGA

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

(Where the claim made is for money only, include the following:)

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$5,000.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$3,000.00 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: August 23, 2021

Issued by _____
Local Registrar

7755 Hurontario Street
Brampton, Ontario
L6W 4T6

TO: THE REGIONAL MUNICIPALITY OF PEEL
c/o Ms. Jennifer Bruce, Legal Counsel
10 Peel Centre Drive
Brampton, Ontario
L6T 4B9

AND TO: THE CITY OF MISSISSAUGA
c/o Mr. Colin Holland, Legal Counsel, Litigation
300 City Centre Drive
10th Floor
Mississauga, Ontario
L5B 3C1

CLAIM

1. The Plaintiff claims as against the Defendants:

- (a) An interim, interlocutory and mandatory order that the tax lien filed with the City of Mississauga against property at 4500 Eastgate Parkway, Mississauga, be removed, discharged and deleted from the tax rolls and declaring that the Plaintiff is to provide:
 - i. A fixed and floating charge in first priority over all the equipment, chattels and assets of the Plaintiff located at 4500 Eastgate Parkway, Mississauga, which is more particularly described in a fixed asset appraisal report conducted by Kohli Appraisers with an effective date of October 13, 2020 which equipment had a market value appraised at \$10,766,000.00;
 - ii. That the amount of the security in the form of a fixed and floating charge over the said equipment be in the amount of \$3,000,000.00, which includes a premium or an additional amount of security in the approximate amount of 25% of the current tax lien;
 - iii. That the Plaintiff will continue to pay the sum of \$15,000.00 every two weeks to the bailiff retained by the City of Mississauga until the trial of this action or as the trial judge may direct;
- (b) A judgment and declaration that the Minutes of Settlement entered into between the Plaintiff and the Regional Municipality of Peel in November and December 2019 be set aside;

- (c) A judgment and declaration that a Full and Final Release signed by the Plaintiff dated November 22, 2019 be set aside;
- (d) An accounting and disclosure from the Defendants with respect to
 - i. water charges and surcharges billed by the Region for the period from November 2017 to the date of trial;
 - ii. all bailiff charges billed to the Plaintiff;
 - iii. all interest charges charged by the Defendants from November 2017 to the date of trial
- (e) A reduction and adjustment of all water charges, surcharges interest and bailiff's fees as this court may order and if necessary, that a reference be directed as this court may direct to determine appropriate reductions;
- (f) Prejudgment interest and post judgment interest as applicable, pursuant to the *Courts of Justice Act*;
- (g) Its costs of this action on a scale to be determined by this court; and
- (h) Such further and other relief as may be warranted or as may be directed by this Honourable Court.

2. The Plaintiff is a duly incorporated company that carries on business at 4500 Eastgate Parkway, Mississauga, Ontario. It manufactures and co-packages approximately 50,000 cases per day of consumer drinks for the public. It is presently a tenant at 4500

Eastgate Parkway. The landlord is Rovinelli Construction Inc. It leases approximately 60,000 square feet. It employs approximately 200 people.

3. The Regional Municipality is in charge of supplying water to the Plaintiff's facility.

4. The City of Mississauga is a municipal corporation and is charged with collecting realty taxes that are assessed against the subject matter property at 4500 Eastgate Parkway.

APPLICATION COMMENCED BY THE PLAINTIFF AGAINST THE CITY OF MISSISSAUGA AND THE REGIONAL MUNICIPALITY OF PEEL IN THE SUPERIOR COURT IN NEWMARKET

5. The Plaintiff commenced legal proceedings against both Defendants by application issued on July 31, 2019. In that application the Plaintiff claimed an injunction restraining both Defendants from exercising enforcement procedures arising out of billings for wastewater charges and sewage surcharges at the premises located at 4500 Eastgate Parkway, Mississauga.

6. Affidavits were filed. Mr. Frank D'Angelo, the President of the Plaintiff, swore an affidavit on August 6, 2019 in which he deposed at paragraph 10::

The Applicant takes no issue with and has never taken any issue with the water charged to it by the Region through account 585. That charge is based on the inflow meter readings which are accepted by both the Applicant and the Region. The Applicant takes issue with the volumes of wastewater being charged by the Region, with the sewer surcharge volumes and calculations charged by the Region and the conduct of the Region.

7. Ms. Elaine Gilliland, the Director of Wastewater in the Public Works Department for the Region of Peel in which Ms. Gilliland deposed at paragraph 8:

Water services are charged by Peel based on volume of water delivered to the premises, that is calculated from water meter readings. There is no dispute between the parties as to the meter readings of the volume of water that is delivered to the premises.

8. The parties resolved this litigation by entering into Minutes of Settlement in November and December 2019 and by the Plaintiff delivering a Release to the Regional Municipality of Peel dated November 22, 2019.

9. Paragraphs 1, 2, 3 and 4 of the Minutes of Settlement provided as follows:

1. The parties acknowledge and agree that the Region will prepare a billing adjustment by applying an appeal rate of 71% to all wastewater and surcharge amounts charge in 2018, with the total amount of wastewater and surcharge owing for amounts charged in 2018 being adjusted from \$964,186 to \$645,556.

2. The parties acknowledge and agree that the Region will prepare a billing adjustment by applying an appeal rate of 71% to all wastewater and surcharge amounts charge in 2019, subject to financial adjustment of all 2019 charges following the Applicant's submission of a report proving reduced Sewer discharge in compliance with Part 20 of By-law 53-2010, with the total amount of wastewater and surcharge owing for amounts charged in 2019 being adjusted from \$1,227,727 to \$848,062.

3. The Parties acknowledge and agree that all late payment fees and interest charges that have been applied by the Region to accounts 585411000 and 2156ONT001, as well as all administrative charges and interest that have been applied by the City of Mississauga Municipal Tax Department to the property tax roll for the premises municipally known as 4500 Eastgate Parkway, will not be subject to any adjustment and full payment of these amounts remains the sole responsibility of the Applicant.

4. The Parties acknowledge and agree that the total amount of the billing adjustment outlined in paragraphs 1 and 2 of these Minutes of Settlement will be applied as a credit to the outstanding amounts and any amounts due on accounts 585411000 and 2156ONT001 as of the date of these Minutes of Settlement.

10. It is these Minutes of Settlement and the Release that the Plaintiff in this action seeks to set aside.

11. Commencing in November 2019, the Region of Peel commenced issuing invoices for water consumption charges and surcharges for excessive amounts.

12. The Region of Peel served notices to disconnect the water on multiple occasions and did in fact disconnect the water. Notwithstanding the complaints by the Plaintiff, the Region of Peel persisted in its excessive and improper billings.

13. The City of Mississauga applied all billings arising out of the Minutes of Settlement and further excessive billings that were not paid together with interest and bailiff fees to the property tax roll at 4500 Eastgate Parkway.

14. By a Notice of Action issued August 19, 2020, the Plaintiff commenced proceedings against the Region of Peel claiming damages for breach of contract, negligence and bad faith and for a full accounting and disclosure of their testing and billing practices.

15. That litigation is ongoing. Pleadings have been delivered and there are motions pending to amend the pleadings and Affidavits of Documents have been exchanged and there is a motion pending by the Plaintiff for further documentation.

16. In the context of that litigation, the Region of Peel continued to send billings for water consumption and surcharge fees to the Plaintiff. The Plaintiff has continuously questioned and disputed the amount of charges.

17. In August 2021, in the context of the litigation presently before this court, the lawyer for the Region of Peel, Jennifer Bruce, sent an email to the Plaintiff's lawyer, Mr. Klug on Friday, August 6, 2021 at 8:58 p.m. Ms. Bruce advised Mr. Klug, "It appears that during that time, the large water meter on the premises was not operating correctly and so the volumes for November and December were revised based on historical consumption to account for the consumption not measured before the meter was fixed."

18. The Plaintiff pleads that the reference to November and December stated above referred to November and December 2019. The Plaintiff pleads that it had no knowledge and was never informed that the large water meter for the premises at 4500 Eastgate Parkway was not operating correctly. The Plaintiff pleads that it entered into Minutes of Settlement and provided a Release based on fraudulent and intentional misrepresentations made by the Region of Peel that the quantities of water and hence the amounts being charged by the Region in paragraphs 1 and 2 of the Minutes of Settlement were accurate.

19. The Plaintiff pleads that these amounts were not accurate and are inflated. The Plaintiff pleads that the Defendant, the Region of Peel fraudulently and intentionally misrepresented and arbitrarily adjusted the water consumption figures which resulted in excessive water consumption charges and which further resulted in excessive discharge surcharges.

20. The Plaintiff pleads that the Region of Peel fraudulently, intentionally and arbitrarily misrepresented the water consumption amounts and the discharge amounts and hence the billings on both water consumption and surcharges on discharge. These acts were done deliberately, fraudulently and intentionally from November 2019 to the present.

21. It was only on August 6, 2021 that this disclosure was made. The Plaintiff therefore pleads that the Minutes of Settlement and the Release should be set aside and that the Plaintiff be given proper disclosure and an accounting as to the true quantity of water supplied and discharged and accurate billing amounts.

22. The City of Mississauga issued a Tax Warrant to a bailiff appointed by it, Barton and Company (Bailiffs) Limited after the Minutes of Settlement were entered into.

23. Barton and Company issued a notice dated February 24, 2021 to Rovinelli Construction Inc., the owner and landlord of the premises, distraining all goods and chattels on the premises and giving notice that an amount of \$2,378,044.68 must be paid by March 2nd, 2021 and giving further notice that the bailiff may seize all goods and chattels on the premises to be sold by public auction. The amounts being claimed in this notice are as follows:

Taxes and penalty as per warrant	\$2,225,519.42
Interest of 1.25% per month from Mar. 01/21	\$ 26,783.41
Bailiffs Costs (includes H.S.T. of \$14,465.88)	\$ 125,741.85
Disbursements	\$ <u>0.00</u>
TOTAL	\$2,378,044.68

24. The bailiff charged 5% of all amounts collected and remitted 95% to the City of Mississauga. The Plaintiff has been making voluntary payments to the bailiff in the amount of \$15,000.00 every two weeks, under protest. This has amounted to approximately \$450,000.00 paid to date under protest. The bailiff has also delivered a ledger indicating that he wishes bailiff's costs of approximately \$125,000.00 and has added this to the debt and tax rolls..

25. By letter dated March 3, 2021, the Plaintiff's lawyer wrote to the City of Mississauga's lawyer requesting that the tax lien be removed and offering to make substantial monthly payments. This was declined by the City of Mississauga. The Plaintiff's lawyer wrote to the City of Mississauga's lawyer by letter dated March 29, 2021 complaining of additional charges of \$257,350.41 and an additional amount under a column entitled "Fee/Charge" in the amount of \$120,018.67 and GST in the amount of \$15,602.43.

26. The City's lawyer sent an email of April 23, 2021 that the bailiff was entitled to charge the full amount of his fees at 5% on the total owing.

27. The Plaintiff has protested on these exorbitant charges as well as interest being charged at 18% per annum.

28. The Plaintiff continues to make voluntary payments in the amount of \$15,000.00 under protest every two weeks to the bailiff.

29. By letter dated June 15, 2021, the Plaintiff's lawyer advised the City lawyer that the Plaintiff was investigating posting a letter of credit to stand in place of the tax lien.

The City's lawyer responded that he was aware of any authority allowing the Plaintiff to post such a letter of credit.

THE SALE OF THE BUILDING BY THE LANDLORD

30. The landlord has sold the building. The Agreement of Purchase and Sale has now been extended to September 1, 2021.

31. The lawyer for the purchaser sent a letter dated July 27, 2021 to the Plaintiff's counsel requesting that the lien on the property be removed immediately.

32. By a further letter dated July 29, 2021, the lawyer for the purchaser sent a second letter advising that the landlord wished to terminate the existing tenancy (between the Plaintiff and the owner, Rovinelli Construction). The purchaser's lawyer advised that the current lien is an impediment to the closing between his client, the purchaser and the owner. He further advised that the Plaintiff and his client, the purchaser agreed to a long term favourable lease agreement once the transaction closed. He advised that if the transaction could not be completed, that the landlord has decided to terminate the existing lease with the Plaintiff. If the lease is terminated by the landlord, the business will close, approximately 200 employees will be put out of work and the Plaintiff will suffer irreparable harm which cannot be quantified in monetary terms.

33. The lawyers for both the Region and the City were provided with copies of both letters. The lawyer for the Region has advised that the tax lien will not be removed from the tax roll until the full amounts as claimed by the bailiff, including the bailiff's fees and all interest has been paid in full.

34. The Plaintiff has continuously disputed the charges billed by the Region and the charges by the City of Mississauga, including bailiff's charges and interest.

35. The Plaintiff pleads that it has been over charged by the Region.

36. The Plaintiff has been a tenant in the premises for approximately 20 years. It occupies approximately 60,000 square feet and employs approximately 200 people. It has substantial clients, one of which is a national brand: Arizona Tea which it co-packs. The average volume is approximately 50,000 cases per day. The Plaintiff also has other substantial clients and customers primarily in the United States.

37. The Plaintiff is current with its payment of the invoices delivered by the Region of Peel and has continuously made payments to the bailiff of \$15,000.00 every two weeks under protest.

38. Interest is being charged at 18% per annum. The Region of Peel is permitted to charge interest not to exceed 1¼% per month, yet they choose to charge the maximum rate of interest in these difficult economic times. The Plaintiff through its lawyer requested a reduction of interest and an elimination of the bailiff's fees. The Defendants have refused.

39. The Plaintiff commissioned an appraisal through a certified and qualified equipment appraiser. As of October 2020, the appraiser for bank purposes valued the equipment at \$10,700,000.00. The equipment consists of four production lines which operate seven days a week at capacity.

40. The Plaintiff is operating at full capacity with substantial clients.

41. The Plaintiff has agreed and has offered to provide the Defendants with a fixed and floating first charge on all equipment and asks this court.

42. The Plaintiff also increased the amount of security by approximately \$700,000.00 for a lump sum of \$3,000,000.00 to cover off any possible contingencies where the amounts owing to the Region increase for any reason.

43. The Plaintiff wishes to proceed with the action already commenced in Brampton in August of 2020 as well as the within action.

44. The Plaintiff therefore pleads that it is entitled to the relief claimed, including an interim mandatory order as requested in paragraph 1 of this Statement of Claim.

The Plaintiff proposes that this action be tried at Brampton, Ontario.

DATED: August 23, 2021

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Lawyers for the Plaintiff

Court File No.

156775 ONTARIO INC. cob as D'ANGELO BRANDS - and - THE REGIONAL MUNICIPALITY OF PEEL et al

SUPERIOR COURT OF JUSTICE
Proceedings commenced at Brampton

STATEMENT OF CLAIM

KLUG LAW

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Lawyers for the Plaintiff

This is Exhibit "**B**" referred to in the **Affidavit**
of HARVEY GREBER sworn before me
this 28th day of October, 2022.

A handwritten signature in black ink, appearing to read "C. Hill". The signature is written in a cursive style with a large initial "C" and a long horizontal stroke at the end.

.....
A Commissioner for Taking Affidavits

Court File No. CV-21-00003036-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

2156775 ONTARIO INC. cob as D'ANGELO BRANDS

Plaintiff

- and -

**THE REGIONAL MUNICIPALITY OF PEEL
and THE CITY OF MISSISSAUGA**

Defendants

STATEMENT OF DEFENCE

1. The Corporation of the City of Mississauga (the "City", incorrectly named "The City of Mississauga") admits the allegations contained in paragraphs 3, 4, 5, 6, 7, and 26 of the Statement of Claim.
2. The City denies the allegations contained in paragraphs 10, 13, 18, 19, 20, 21, 22, 24, 25, 27, 28, 29, 33, 34, 35, 38, 41, and 44 of the Statement of Claim, unless hereinafter admitted, and denies that 2156775 Ontario Inc. cob D'Angelo Brands ("D'Angelo") is entitled to the relief claimed at paragraph 1 of the Statement of Claim.
3. The City denies the allegations contained in paragraphs 8 and 9 of the Statement of Claim, only in so far as it states that it was not a party to the Minutes of Settlement referenced therein, nor was it a releasee or releasor of any causes of action related to service fees billed by the Region of Peel.

4. The City has no knowledge in respect of the allegations contained in paragraphs 2, 11, 12, 14, 15, 16, 17, 23, 30, 31, 32, 36, 37, 39, 40, 42, and 43 of the Statement of Claim.

The Parties

5. The City is a municipal corporation incorporated pursuant to the *Municipal Act, 2001*, SO 2001, c 25, as amended. It is a lower-tier municipality as the term is defined and used in the *Municipal Act, supra*.
6. The Regional Municipality of Peel (“Peel”) is an upper-tier municipality as the term is defined and used in the *Municipal Act, supra*. Peel is solely responsible for the provision of all water, wastewater, stormwater, and sewer services within its geographic boundary (“Peel Services”). Peel is solely responsible to measure use, set fees, and to assess charges with respect to Peel Services. Peel invoices the parties to which it supplies Peel Services, and it receives payment for same.
7. To the City’s knowledge, D’Angelo is a tenant in an industrial building known municipally as 4500 Eastgate Parkway, in Mississauga, Ontario. According to City tax records, the owner of this property is Rovinelli Construction Inc. (“Rovinelli”). Rovinelli is liable to pay taxes to the City in respect of tax roll number 21-05-030-094-11602.

Legislative Framework

8. The City is authorized and empowered by the *Municipal Act, supra*, to levy and collect municipal taxes against real property within its geographic boundary. The City must at all times comply with the taxation provisions set out in the *Municipal Act, supra*. It cannot exceed its stated authority, nor does it have discretion to

vary the exercise of its taxing authority unless such discretion is explicitly provided for in the *Municipal Act, supra*.

9. Pursuant to s. 398 of the *Municipal Act, supra*, Peel is empowered to transfer fees and charges for the supply of services to Mississauga's tax rolls. Unpaid fees for services provided to a tenant may be added to the tax roll of the landlord. These amounts are deemed taxes. The City remits said amounts collected to Peel.
10. Pursuant to s. 345 of the *Municipal Act, supra*, the City is authorized to pass by-laws to impose a late payment charge and interest for the non-payment of taxes. All late fees and interest charges imposed are deemed taxes.
11. Pursuant to City By-law 0222-2009, the City is authorized and directed to charge a late payment charge of 1.25% and simple interest in the amount of 1.25% per month—or 15% per annum—on tax arrears. Contrary to the allegations in the Statement of Claim, the City has never charged 18% interest on arrears owed by Rovinelli.
12. The City has no discretion to refuse a request from Peel to transfer unpaid fees to a tax roll, nor does it have any discretion to vary the penalty fees and interest amounts charged. All municipal tax payers in the City of Mississauga are charged the same late payment charge and interest rates equally.
13. Pursuant to Part XII of the *Municipal Act, supra*, the City is authorized to pass by-laws to impose fees and charges for costs payable for administrative activities performed by it.
14. Pursuant to City By-law 0020-2001, the City is authorized to charge certain administrative fees against tax debtors in relation to steps taken by the City's Revenue and Materiel Management division to collect on tax arrears. Relevant to

Rovinelli's arrears are the \$50 fee charged per item when transferring service charges to its tax roll, the \$20 fee charged for issuing a Final Notice, and the \$50 fee charged for each year assigned to a bailiff for collection.

15. Pursuant to s. 347 of the *Municipal Act, supra*, the City is required to apply tax roll payments first against late payment charges owing in respect of principal tax arrears, with the charges imposed earlier discharged before charges imposed later. Any balance of payment is then applied against the principal tax debt, with the taxes imposed earlier discharged before taxed imposed later.
16. Pursuant to s. 304 of the *Municipal Act, supra*, the City is authorized to use a registered collection agency to recover tax arrears. In addition, the collection agency is authorized to recover its costs of collecting the debt in an amount approved by the municipality.
17. The City retains Barton & Company (Bailiffs) Ltd. ("Barton") to act as its collection agency to recover tax arrears. The City has approved Barton to collect a 5% surplus against non-residential debtors, which constitutes the City's payment to Barton for its services. The City states that a 5% surplus charge for non-residential debtors is reasonable and industry norm.
18. Pursuant to s. 349 of the *Municipal Act, supra*, taxes may be recovered from the taxpayer originally assessed for them and from any subsequent owner of the assessed land. This right lasts in perpetuity. The City's tax arrears are designated a "special lien on the land", which stands in priority to all other claims, privileges, liens, or encumbrances aside from those held by the Crown.

Requests from Peel to Add Service Fees to Tax Roll

19. On February 21, 2019, Peel requested the transfer of the following overdue fees to the City tax roll for 4500 Eastgate Parkway:
 - Sewer surcharge: \$685,289.03;
 - Sewer backup charge: \$1,247.51; and
 - Water/Waste water charge: \$475,339.21.
20. On March 19, 2019, the City issued Notifications of Added Charge with respect to the February 2019 charges, and delivered same to Rovinelli. The City's package also included a Notification of Added Charge for \$50—its administrative fee for adding the service charges.
21. On May 28, 2019, Peel requested the transfer of the following overdue fees to the City tax roll for 4500 Eastgate Parkway:
 - Sewer surcharge: \$333,702.24; and
 - Water/Waste water charge: \$201,845.18.
22. On May 29, 2019, the City issued Notifications of Added Charge with respect to the May 2019 charges, and delivered same to Rovinelli. The City's package also includes a Notification of Added Charge for \$50—its administrative fee for adding the service charges.
23. On July 4, 2019, Peel requested the transfer of the following overdue fees to the City tax roll for 4500 Eastgate Parkway:
 - Sewer surcharge: \$110,406.00;
 - Stormwater charge: \$392.82; and
 - Water/Waste water charge: \$60,409.40;
24. On July 10, 2019, the City issued Notifications of Added Charge with respect to the July 2019 charges, and delivered same to Rovinelli Construction Inc. The

City's package also includes a Notification of Added Charge for \$50—its administrative fee for adding the service charges.

Application for Relief Against Enforcement Procedures

25. As set out in the Statement of Claim, D'Angelo brought an application for relief from, *inter alia*, enforcement procedures related to overdue charges from Peel and from tax arrears from the City. The Application was originally returnable April 29, 2020. A second Notice of Application stated the application was returnable August 13, 2019.
26. The application settled in advance of its hearing.
27. The City was not a party to the Minutes of Settlement entered into between Peel and D'Angelo, nor was it a party to the Release signed by D'Angelo.
28. The City understands that Peel, pursuant to the Minutes of Settlement, applied a rebate of approximately \$650,000.00 against amounts outstanding for Peel Services. These sums were deducted from outstanding service charges that had not yet been added to the City's tax roll. Accordingly, Peel did not direct the City to apply any rebates against the tax arrears owing from Rovinelli.
29. The City and D'Angelo entered into a separate agreement, whereby D'Angelo represented that it would pay all penalty and interest charges owing with respect to 4500 Eastgate Parkway by November 30, 2019, and in exchange, the City would take no enforcement steps before November 30, 2019, to enforce on the tax arrears. This agreement was memorialized by letter from the City of Mississauga, dated October 29, 2019, approved as to form and content by D'Angelo's counsel.

30. D'Angelo breached its agreement with the City by failing to pay any amount against the penalty and interest charges owing by November 30, 2019.

Further Request from Region of Peel to Add Service Fees to Tax Roll

31. In or about October 2019, Peel advised the City that there were additional outstanding arrears for service fees.
32. On October 17, 2019, the City issued a Notification of Added Charge with respect a service charge of \$201,845.18, and delivered same to Rovinelli Construction Inc. The City's package also includes a Notification of Added Charge for \$50—its administrative fee for adding the service charge.

Collection Efforts

33. Between March 2019 and August 2020, the City sent a series of requests to D'Angelo that the arrears be satisfied. These inquiries include but are not limited to a letter dated March 6, 2020, wherein the City warned that:
 - a. it intended to begin collection activities;
 - b. it would issue a Final Notice to Rovinelli with a 30-day deadline to pay;
 - c. if the City did not receive payment in the 30-day period, it would assign the tax debt to a licensed bailiff;
 - d. the bailiff would act as the City's agent and take steps under the *Municipal Act, supra*, to collect; and
 - e. the bailiff would be entitled to a surcharge for its efforts.
34. The City issued its Final Notice to Rovinelli on or about March 16, 2020. The Final Notice advised that the following amounts were outstanding:

Tax Year	Tax/Charges	Penalty/Interest	Total
2020	\$56,479.00	\$705.90	\$57,184.90
2019	\$2,142,623.04	\$150,219.25	\$2,292,842.29
Administrative Fee			\$20.00
Total	\$2,199,102.04	\$150,925.15	\$2,350,047.19

35. As noted above, pursuant to s. 347 of the *Municipal Act, supra*, the City is required to apply all payments against late payment charges before applying payments against principal debt. Accordingly, any and all payments received by Rovinelli for standard property taxes were applied against penalty and interest fees for the 2019 year. Accordingly, principal debt had accrued for the 2020 standard property taxes.
36. The City also advised in its Final Notice that all unpaid accounts will be assigned to a bailiff for collection and that late payment charges would continue to accrue on the first day of each month.
37. Between March 2019 and August 2020, D'Angelo represented on at least a dozen occasions that it was arranging financing and/or that the tax arrears would be settled in short order. At no point during this time period did D'Angelo make payment towards the arrears. At no point during this time period did D'Angelo protest the sum of the tax arrears, the City's right to assign the arrears to a bailiff for collection, or the bailiff's right to collect a surcharge for its services to the City.

The City Assigns the Arrears to Collection

38. Due to the unprecedented nature of the COVID-19 pandemic, the City, through decision of council, took no enforcement procedures against parties with tax arrears between March and July 2020. Also through decision of counsel, the City did not levy any penalty and interest charges against overdue tax accounts

between July 2 and December 31, 2020. D'Angelo benefited from these two relief measures during the stipulated time periods.

39. On August 5, 2020, the City issued a Warrant to Distrain for Taxes to Barton for tax arrears owing by Rovinelli for the 2019 tax year. The warrant authorized Barton to begin collection efforts, and stated the debt owing as follows:

Year	Principal Arrears	Penalty and Interest Fees	Total Owing
2019	\$2,142,623.04	\$257,350.41	\$2,399,973.45

40. The \$257,350.41 cited in the Warrant to Distrain for Taxes represents all penalty fees and interest accrued on the principal arrears of \$2,142,623.04 between March 2019 and August 2020. The City and Barton have explained this sum several times to D'Angelo and its counsel.
41. When Barton submitted its Warrant Ledger Card to Rovinelli and D'Angelo it included its bailiff fees of \$119,998.67 (pre-HST). This sum represents 5% of the amount transferred. Barton also collects and remits HST for its services, which was calculated to be \$15,599.83. D'Angelo queries the fee sum of \$120,018.67 as stated on the Warrant Ledger Card, but fails to note the credit of \$20.00 on the following line to correct the amount.
42. The City states it is industry norm and standard practice for a bailiff to include its fees in its initial statement of debt.
43. Contrary to the allegations in the Statement of Claim, the City and Barton explained several times to D'Angelo and its counsel that Barton had added its fees (with HST) to the Warrant Ledger Card and that these sums are properly due and owing from Rovinelli. As set out above, the City provided warnings to D'Angelo—in advance of retaining Barton—that Rovinelli would become

responsible for bailiff fees if the City was required to assign the tax arrears to its bailiff.

44. Contrary to the allegations made in the Statement of Claim, Barton's fees are not noted on the City's tax roll as arrears. Also, Barton's fees do not accrue interest as municipal tax arrears.
45. D'Angelo made the first payment to Barton on or about August 17, 2020—approximately 17 months after Rovinelli accrued the arrears and after Barton's first visit to 4500 Eastgate Parkway and its discussion with representatives of Rovinelli.
46. In 2020, in sum, Barton remitted \$178,277.13 to the City as payment against the outstanding arrears. From each payment made by D'Angelo, Barton retained 5% on the amounts remitted to the City (plus HST).
47. As noted above, pursuant to s. 347 of the *Municipal Act, supra*, the City is required to apply all payments against late payment charges before applying payments against principal debt.
48. Accordingly, all payments remitted by Barton were transferred to the City and applied to Rovinelli's outstanding penalty and interest fees. As the principal arrears remained unchanged at the end of 2020, they continued to accrue interest.
49. The City is required to renew its Warrant to Distrain for Taxes yearly. Accordingly, on February 17, 2021, the City issued a second Warrant to Distrain for Taxes to Barton for tax arrears owing by Rovinelli Construction Inc., with updated sums. The February 2021 warrant stated the debt owing as follows:

Year	Principal Arrears	Penalty and Interest Fees	Total Owning
2019	\$2,142,623.04	\$90,045.40	\$2,232,668.44
2020	\$114,848.81	\$6,398.80	\$121,247.61

50. As stated above, all payments received by the City as of February 17, 2021, had been applied towards penalty and interest fees, as stipulated by statute. The payments were insufficient to cancel the 2019 penalty and interest fees, and, accordingly, the 2019 principal arrears sum were unchanged between the August 2020 warrant and the February 2021 warrant.
51. The 2020 principal arrears sum as noted on the February 2021 warrant represents the standard municipal tax charges levied against Rovinelli in 2020 as the owner of 4500 Eastgate Parkway plus the \$50 administrative fee for the first bailiff assignment and the \$20 administrative fee for issuing the Final Notice.
52. Barton prepared and submitted revised Warrant Ledger Cards to Rovinelli and D'Angelo for the 2021 warrant—one for the 2019 principal arrears plus penalty and interest for the 2019 and 2020 arrears, and a second for the 2020 principal arrears alone.
53. The first Warrant Ledger Card—for the 2019 principal arrears plus penalty and interest fees for the 2019 and 2020 arrears—is broken down as follows:

Fee Item	
2019 principal arrears	\$2,142,623.04
Bailiff assignment administrative fee for assignment of 2019 tax year	\$50.00
Principal:	\$2,142,673.04
2019 Arrears Penalty and Interest Fees	\$90,045.40
2020 Arrears Penalty and Interest Fees	\$6,398.80
Less payment recently processed	-\$14,197.82
Plus \$600.00 overbilled (that has since been corrected)	\$600.00
Penalty and Interest Fees:	\$82,846.38

54. Barton included bailiff fees in the sum of \$111,245.97 plus HST in this Warrant Ledger Card, representing 5% of all arrears assigned. Again, there are adjustments noted in the Warrant Ledger Card to correct the fee sum, including a \$30.00 credit for the \$600.00 overbilled for penalty and interest fees.
55. The second Warrant Ledger Card—for the 2020 principal arrears—states the principal arrears as \$114,798.81. As the 2019 bailiff assignment fees were included in the 2019 principal amount on Barton’s first Warrant Ledger Card, they were subtracted from the 2020 principal arrears as stated in Barton’s second Warrant Ledger Card. Barton’s fees are also included in the sum of \$5,739.94 plus HST. Again, this is an adjustment to correct the fee sum.
56. As is evident from the above, the bailiff recalculates its 5% fees when re-serving warrant ledger cards. Effectively, previous bailiff fees are written off and new fees are applied based on the revised assignment.
57. As Barton continues to remit funds to the City with respect to the tax arrears of Rovinelli, the City continues to apply payments against the account in accordance with the *Municipal Act, supra*—i.e., it applies payments against the

penalties and interest sums (oldest to newest) and then against the principal debt (oldest to newest).

Substantive Response to D'Angelo's Claims

D'Angelo Lacks Standing to Bring Within Action

58. The City denies that D'Angelo has standing to bring an action against the City with respect to relief from the municipal taxation process. The tax arrears in question were levied against the owner of the real property, Rovinelli. The tax arrears in question are owed by Rovinelli.
59. D'Angelo is entitled (or contractually obligated to Rovinelli) to make payment on behalf of Rovinelli, but D'Angelo lacks any and all authority to claim relief from taxation against the municipality—all such provisions which provide relief, as set out in the *Municipal Act, supra*, belong to the party that owes taxes.
60. As a result of the foregoing, the City states this action, as it pertains to relief requested from the City, is a nullity and is void *ab initio*.
61. In the alternative, the City states that D'Angelo must make join Rovinelli to this litigation as a necessary party, and that no relief can be ordered against it in the absence of Rovinelli.

Peel Invoices

62. As stated above, the City plays no part in Peel's provision of services within its geographic boundary. The City does not set rates, measure use, or generate invoices.
63. The City only becomes involved in collecting amounts outstanding to Peel after Peel exercises its authority to add such amounts to a City tax roll.

64. The City denies that the Region of Peel has billed D'Angelo "unwarranted and excessive amounts" for the provision of any services in issue. The City also denies that the Region of Peel made fraudulent, intentional, or arbitrary misrepresentations to D'Angelo with respect to services quantified and charged. The City denies that the Region of Peel arbitrarily adjusted water consumption figures.
65. Regardless, should a final decision of this Honourable Court, or the Region of Peel, direct the City to cancel any portions of arrears related to the provision of Peel Services, the City will comply with this instruction. The City can recalculate historic penalty and interest fees should historic principal amounts be altered.
66. To be clear, however, the City is not a party to the Minutes of Settlement or the Release cited in D'Angelo's Statement of Claim. The City is not a proper party to any request to unwind either document.

Penalties and Interest / Bailiff Charges

67. As disclosed above, at all times the City and Barton have been transparent with respect to the fees and charges that appear on Barton's accounting. Rovinelli and D'Angelo at all times have had full clarity on the quantum of principal arrears added to the roll, that penalty and interest charges would accumulate at the rate of 1.25% per month, and that the bailiff would be entitled to charge a surplus for its collection services. Any suggestion by D'Angelo that the City has not provided complete transparency on Rovinelli's tax arrears is patently false.
68. The City denies that any charges, including interest, levied against the roll are "exorbitant". At all times the City has complied with the *Municipal Act, supra*, and By-laws 0222-2009 and 0020-2001, and charged interest rates universal to all

City municipal taxpayers. As stated above, the City has no discretion to vary its tax collection process as set out in the *Municipal Act, supra*, unless such discretion is stipulated by statute. The City has not and cannot make special exceptions for Rovinelli, as D'Angelo has requested on numerous occasions. The City is obligated to treat all taxpayers equally and without special preference.

There is No Authority in Law to Substitute Security For Tax Arrears

69. The City states that there is no authority in law that permits the substitution of the City's interest in land, stemming from tax arrears, with an alternative form of security.
70. The alternative security proposed by D'Angelo is not a reasonable substitute nor equivalent in any fashion to the security afforded to the City by statute.
71. Section 349 of the *Municipal Act, supra* grants tax arrears "special lien status". As a matter of sound public policy, the City is afforded priority status to all other claims, privileges, liens, or encumbrances on land except those held by the Crown. Municipal taxes may be recovered against the party assessed and against all subsequent owners of the land. This power exists in perpetuity.
72. The *Municipal Act, supra* provides no avenue of recourse to a party that owes taxes—let alone a tenant of a party that owes taxes—to diminish the rights of a municipality as granted by s. 349. This is an absolute right granted by statute.
73. D'Angelo is without authority to make such a request, and, respectfully, this Honourable Court is not authorized to hear or entertain this request.

D'Angelo is Not Entitled to the Relief Sought in the Statement of Claim

74. The City, and all parties for whom it is responsible in law, have committed no actionable wrong. At all times the City has complied in full with the *Municipal Act, supra*, by complying with the direction to add service charges to Rovinelli's tax roll—which it had no ability to refuse—by applying penalties and fees, and by enforcing collection, all in accordance with the *Municipal Act, supra*.
75. The City is not a proper party to this action.
76. As a result of the foregoing, the City denies that D'Angelo is entitled to any of the relief sought in its Statement of Claim.
77. At all times, D'Angelo was the architect of its own misfortune. It accrued approximately \$2 million of debt with Peel due to its failure to pay invoices when due. Peel provided it due notice that its debt would be transferred to the City's tax roll and would become the responsibility of Rovinelli. The City provided D'Angelo due notice that non-payment of the arrears would accrue interest charged at 1.25% per month or 15% per annum. The City provided it due notice that it intended to escalate its collection activities. The City provided it due notice that if it assigned the matter to a bailiff, Rovinelli would become responsible for bailiff fees.
78. Instead of paying attention to said warnings, D'Angelo ignored its obligations to make payment and stalled matters until the present date. Approximately 17 months after arrears began to accrue, and after the bailiff accelerated the City's collection efforts, D'Angelo began making incremental payments to the bailiff. The incremental payments have failed to satisfy the outstanding penalty and interest fees, and as a result, the principal sums owing continue to accrue interest.

79. The City pleads and relies upon the *Municipal Act, supra*, and City By-laws 0222-2009 and 0020-2001.
80. The City therefore states that this action should be dismissed against it with costs payable on a substantial indemnity basis.

September 23, 2021

CITY OF MISSISSAUGA

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AND THE REGIONAL MUNICIPALITY OF PEEL

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Lawyers for the Defendant The Regional
Municipality of Peel

**2156775 ONTARIO INC. cob as D'ANGELO BRANDS v. THE CITY OF
MISSISSAUGA, et al.**

Court File No. CV-21-00003036-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at **Brampton**

STATEMENT OF DEFENCE

CITY OF MISSISSAUGA

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Lawyers for the Defendant The City of
Mississauga

This is Exhibit "C" referred to in the **Affidavit**
of HARVEY GREBER sworn before me
this 28th day of October, 2022.

A handwritten signature in black ink, appearing to read "C. Hill", written over a horizontal dotted line.

A Commissioner for Taking Affidavits

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

2156775 ONTARIO INC. cob as D'ANGELO BRANDS

Plaintiff

- and -

THE REGIONAL MUNICIPALITY OF PEEL
and THE CITY OF MISSISSAUGA

Defendants

**REPLY TO THE STATEMENT OF DEFENCE
OF THE CITY OF MISSISSAUGA**

1. D'Angelo Brands ("D'Angelo") repeats and adopts all facts as pleaded in the Reply to the Statement of Defence of Peel.
2. The City of Mississauga ("the City") has retained Barton & Company (Bailiffs) Ltd. to act as a collection agency to recover tax arrears. The City alleges that they have approved Barton to collect a 5% surplus against non residential debtors.
3. D'Angelo has requested on many occasions that Barton & Company provide a complete and detailed accounting of (a) all amounts transferred from Peel to the City; (b) all penalties levied by the City; (c) all fees charged by the City and Barton & Company.
4. Barton & Company have provided Warrant Ledger Cards which are impossible to comprehend. D'Angelo has asked for a documentary explanation with respect to the Warrant Ledger Cards delivered by the Bailiffs. There has been no response from the Bailiffs.

5. D'Angelo has advised the lawyers for both Defendants that there is no need for a collection agency. D'Angelo has advised the Defendants that they will pay \$15,000.00 every two weeks directly to the City of Mississauga. The City has refused to accept payment.
6. The fees incurred for the Bailiffs approximate \$135,000.00. The penalties levied by the Region of Peel and the City of Mississauga are \$257,000.00. These charges are totally unwarranted and must be reversed.
7. In reply to paragraphs 31 and 32, D'Angelo has no knowledge of the notification of added charges of \$201,845.18 as pleaded in paragraph 32 of the Statement of Defence.
8. In reply to the collection efforts made by the City, D'Angelo pleads that it has been totally unnecessary to retain a collection agency.
9. In reply to paragraph 34 of the Statement of Defence, D'Angelo pleads that the taxes and penalties/interest are incorrect and exorbitant and totally unwarranted.
10. In reply to paragraph 39, D'Angelo pleads that the amount set out for principal arrears are incorrect. The amount set out for penalty interest fees are wrong, exorbitant, unjustified and must be reversed.
11. In reply to paragraphs 41 and 42, D'Angelo pleads that the Bailiff's fees in the amount of \$119,998.67 (pre HST) is totally unwarranted, incorrect and must be reversed. D'Angelo disputes that these charges are the "industry norm and standard practice for a bailiff to include its fees in its initial of debt".
12. In reply to paragraph 49, D'Angelo states that the amounts for principal arrears are incorrect and further states that the amount set out for penalty and interest fees are totally unjustified and incorrect.

13. In reply to paragraph 53, D'Angelo further alleges that the amounts set out under fee items (principal arrears) in the amount of \$2,142,673.04 as well as the amount set out for penalty and interest fees in the amount of \$82,846.38 are incorrect and totally unjustified.

14. In reply to paragraphs 58 to 61, D'Angelo pleads that it is a tenant in possession of the premises and is entitled and has standing to bring this action and further pleads that Rovinelli is not a necessary party to these proceedings.

15. In reply to paragraphs 67 and 68, D'Angelo pleads that the City and Barton have never been transparent with respect to fees and charges.

16. In reply to paragraphs 69 to 73, D'Angelo pleads that this court has the authority and jurisdiction to order that a letter of credit from a substantial financial institution can and should be substituted for the tax lien on the property so as to allow a legitimate and bona fide sale to go through and be completed. D'Angelo has the authority to make such a request and this court should entertain this request.

DATED: November 18, 2021

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The Regional Municipality of Peel

2156775 ONTARIO INC. cob as D'ANGELO BRANDS - and - THE REGIONAL MUNICIPALITY OF PEEL et al

SUPERIOR COURT OF JUSTICE
Proceedings commenced at **Brampton**

**REPLY TO THE STATEMENT OF DEFENCE
OF THE CITY OF MISSISSAUGA**

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Lawyers for the Plaintiff

This is Exhibit "**D**" referred to in the **Affidavit**
of HARVEY GREBER sworn before me
this 28th day of October, 2022.

A handwritten signature in black ink, appearing to read "C. Hill", written over a horizontal dotted line.

A Commissioner for Taking Affidavits

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

2156775 ONTARIO INC. cob as D'ANGELO BRANDS

Plaintiff

- and -

**THE REGIONAL MUNICIPALITY OF PEEL
and THE CITY OF MISSISSAUGA**

Defendants

**STATEMENT OF DEFENCE OF
THE REGIONAL MUNICIPALITY OF PEEL**

1. The Defendant, The Regional Municipality of Peel (Peel), admits the allegations contained in paragraphs 3, 4, 5, 6, 7, 8, 9, 14, 15, 17, 29, and 31 of the Statement of Claim.
2. Peel has no knowledge in respect of, or insufficient knowledge to either admit or deny the allegations contained in paragraphs 2, 22, 23, 24, 25, 26, 27, 28, 30, 32, 36, and 40.
3. Peel denies each and every other allegation except as hereinafter expressly admitted, and expressly denies that the Plaintiff is entitled to any of the relief claim in paragraph 1 of the Statement of Claim, and puts the Plaintiff to the strict proof thereof.
4. Peel specifically denies that the Plaintiff is entitled to the relief sought in paragraph 1 of the Statement of Claim or to any relief at all.
5. Peel states that it is a municipal corporation incorporated pursuant to the laws of the Province of Ontario. It is responsible for the delivery of certain services,

including the services and infrastructure related to water delivery and wastewater treatment.

6. Peel states that pursuant to the *Municipal Act, 2001*, S.O. 2001, c.25, municipalities have broad authority to enable it to govern its affairs as it considers appropriate, which includes the authority to pass by-laws to provide for a system to regulate and prohibit activity respecting the discharge of any matter into sewage works.

7. Peel states that pursuant to the *Municipal Act, 2001*, S.O. 2001, c.25, municipalities may impose fees or charges on persons for services or activities provided or done by or on behalf of it.

8. Peel states that water services are charged by Peel based on volume of water delivered to the premises, that is calculated from water meter readings. Peel further states that pursuant to By-law 53-2010, wastewater services are charged by Peel based on 100% of the volume of water delivered to the premises, unless the customer is eligible for a reduction in wastewater billing as prescribed in By-law 53-2010.

9. Peel pleads that the Plaintiff has water and wastewater services from Peel and is charged for these services in accordance with Peel's By-laws under account numbers 585411000 and 2156ONT001.

10. Peel pleads that Peel staff responsible for recording and calculating water volumes, water charges, wastewater volumes and wastewater charges are all experienced and trained in their field and have acted in good faith in the performance of their duties.

11. Peel denies that the Plaintiff has been charged excessive amounts for water volume and wastewater volume and puts the Plaintiff to the strict proof thereof.

12. Peel pleads that the Plaintiff has a long history of defaulting on payments on accounts 585411000 and 2156ONT001, and that the total current outstanding combined debt for accounts 585411000 and 2156ONT001 exceeds \$2.2 million.

13. Peel pleads that it attempted to work with the Plaintiff between 2017 and 2018 by allowing the Plaintiff to propose payment plan installments to manage the debt. Unfortunately, the Plaintiff did not adhere to these payment plans, and the debt continued to accumulate. Peel pleads that in 2017, 2018 and 2019 it exercised several enforcement tools which were not effective in reducing or preventing further debt from accumulating, such as charging late fees, charging interest, and transferring overdue amounts to the property's tax roll before finally resorting to disconnecting water to the premises.

14. Peel states that it delivered its first Notice of Water Disconnection to the Plaintiff on July 11, 2019 when the overdue amounts at the time totalled \$2,125,973.53, and provided that water to 4500 Eastgate Parkway would be disconnected on August 15, 2019 if the full outstanding amount was not paid prior to the disconnection date.

15. Peel states that the Plaintiff did commence legal proceedings by way of two almost identical applications issued on July 10, 2019 (CV-19-00002894-0000) and July 31, 2019 (CV-19-00003197-0000) seeking injunctions against Peel from exercising enforcement procedures against the Plaintiff for payment of wastewater charges, an injunction against disconnecting water to the premises, and seeking an order forcing Peel to enter into a settlement regarding wastewater charges. The allegations in those

applications, which were denied in their entirety by Peel, included claims that Peel was overcharging the Plaintiff for wastewater, that Peel was using incorrect wastewater sample readings, that Peel was transferring unwarranted invoices to the tax roll, and that Peel was acting maliciously and causing irreparable damage to the Plaintiff's operations.

16. Peel pleads that it agreed to postpone the water disconnection to the premises until a hearing in CV-19-00003197-0000 was held.

17. Peel pleads that the application in CV-19-0000-3197-0000 was scheduled for a hearing on October 1, 2019, that Peel had served responding materials and that Peel was prepared to appear at the hearing on October 1, 2019 to oppose the Plaintiff's application. Peel pleads that on the morning before the hearing commenced, the Plaintiff agreed to withdraw both applications based on settlement terms to which the Plaintiff and Peel had agreed.

18. Peel pleads that the settlement terms included that Peel would adjust the volume of water charged for wastewater for 2018 and 2019 resulting in a credit of over \$690,000 to the wastewater accounts, that the credit would be applied to overdue amounts on accounts 585411000 and 2156ONT001, that the late payment fees and interest charges applied by Peel and the administrative charges and interest applied by the City of Mississauga would not be subject to adjustment, that Applications CV-19-00003197-0000 and CV-19-00002894-0000 would be dismissed without costs, that the Plaintiff would execute a Full and Final Release, that the Plaintiff would pay all invoices for services on accounts 585411000 and 2156ONT001 delivered after November 20, 2019 in full and on time, that any default by the Plaintiff in making payments on invoices

delivered after November 20, 2019 would result in disconnection of water to the premises two weeks following the default, and that the requirement to pay in full and on time or be subject to water disconnection would remain in force until all arrears including the amounts on the tax roll were paid in full.

19. Peel pleads that the Plaintiff executed Minutes of Settlement in accordance with the above settlement terms and a Full and Final Release on November 22, 2019.

20. Peel pleads that the Plaintiff was represented by legal counsel during the settlement negotiations and when the Minutes of Settlement and Full and Final Release were executed.

21. Peel pleads that it entered into the Minutes of Settlement with the Plaintiff in good faith and in an attempt to reasonably and fairly resolve the issues between the parties.

22. Peel pleads that the Full and Final Release executed by the Plaintiff on November 22, 2019 releases Peel from any and all actions, causes of action, claims, claims without limitation and demands for indemnity, damages, loss or injury, howsoever arising, which heretofore may have been or may hereafter be sustained by the Plaintiff in consequence of wastewater services that have been provided to premises municipally known as 4500 Eastgate Parkway in the City of Mississauga, and a dispute regarding wastewater charges incurred on accounts 585411000 and 2156ONT001 up until November 22, 2019.

23. Peel pleads that pursuant to the Full and Final Release executed on November 22, 2019 the Plaintiff is barred from continuing any action against Peel regarding wastewater charges that were incurred prior to November 22, 2019.

24. Peel denies the allegations in paragraph 18, 19 and 20 of the Statement of Claim that Peel made fraudulent and intentional misrepresentations and puts the Plaintiff to strict proof thereof.

25. Peel pleads that the issues with the operation of the large water meter at 4500 Eastgate Parkway in November 2019 and December 2019 as referenced in paragraphs 17, 18, 19, 20 of the Statement of Claim were not known by Peel until on or about December 17, 2019 and had no impact whatsoever on the Minutes of Settlement or the Full and Final Release.

26. Peel pleads that on December 16, 2019 staff observed that the meter readings at 4500 Eastgate Parkway were unusually low and a field representative attended at 4500 Eastgate Parkway on December 17, 2019 and determined that the large side meter was under registering and repaired the meter that day.

27. Peel pleads that after determining the water meter was under registering, that staff confirmed with the Plaintiff that they were working six days a week at full capacity.

28. Peel pleads that to correct the billing related to the under registering meter for November 2019 and December 2019, that an estimate of volume was developed using consumption recorded for invoices delivered in November 2018 and December 2019. Peel pleads that invoices using the estimate of volume were issued on December 19, 2019 and January 10, 2020.

29. Peel pleads that By-law 6-2017 authorizes the Region to estimate the water consumption based on historical consumption levels where the Region is unable to obtain a water meter reading.

30. Peel pleads that estimating water volume based on historical consumption when water meters are under registering is a common practice and that all water customers in Peel where a meter is under registering are subject to the same process.

31. Peel denies that using estimates to determine water consumption where a meter is under registering constitutes fraud or misrepresentation or that such action would support setting aside the Minutes of Settlement or the Full and Final Release executed on November 22, 2019.

32. Peel further pleads that as the water meter issue was not identified by Peel until December 17, 2019, and that the bills issued using an estimate of water volume were not delivered until after December 17, 2019, that Peel's actions cannot be used to set aside the Minutes of Settlement or the Full and Final Release executed on November 22, 2019.

33. Peel pleads that it has sent requests to the City of Mississauga to transfer debt from the accounts 585411000 and 2156ONT001 to the property's tax roll on four occasions, on February 21, 2019, May 28, 2019, July 4, 2019 and January 10, 2020.

34. Peel pleads that the Plaintiff and the property owner Rovinelli Construction Inc. were notified in advance that overdue amounts would be transferred to the tax roll by correspondence dated December 10, 2018, April 12, 2019, June 3, 2019, and November 4, 2019. Each correspondence provided 30 days to pay the overdue amounts before the amounts would be transferred to the property tax roll. Each correspondence advised the authority under the *Municipal Act* that permitted the transfer and advised that additional administrative charges would be applied by the City Tax Department for this service.

35. Peel pleads that it is authorized through the *Municipal Act* to request the treasurer of the local municipality to add fees and charges imposed by Peel to the tax roll for the property to which the service was supplied and that the local municipality will collect these fees in the same manner as municipal taxes.

36. Peel states that the City of Mississauga is not involved in the calculation of water or wastewater charges imposed by Peel. Peel states the City of Mississauga is only responsible for adding amounts to the tax roll of the property once requested by Peel to do so.

37. Peel pleads that pursuant to the *Municipal Act*, the City of Mississauga is authorized to pass by-laws to impose fees and charges for costs payable for administrative activities performed by it.

38. Peel pleads that pursuant to Ontario Regulation 581/06 of the *Municipal Act* that fees and charges for the supply of water and the use of a sewage system that are imposed by Peel and added to the tax roll have priority lien status, may be collected in the same manner as taxes on the property and may be recovered with costs as a debt due to the municipality from the assessed owner of the property at the time the fee or charge was added to the tax roll and from any subsequent owner of the property or any part of it.

39. Peel pleads that between October 2019 and July 2020 the Plaintiff made numerous representations that they would make full payment of the amounts added to the tax roll and provided periodic updates on the steps being taken to secure financing to complete the payment.

40. Peel pleads that the Plaintiff has previously requested that Peel remove the amounts from the tax roll. Peel states that on September 27, 2019 the Plaintiff, through their legal counsel, requested that Peel temporarily remove the amounts on the tax roll to assist the Plaintiff in obtaining financing, and then re-apply the amounts on any default. Peel further states that on July 7, 2020 the Plaintiff, through their legal counsel, advised that the Plaintiff had an agreement to purchase 4500 Eastgate Parkway and requested again that Peel temporarily remove the amounts on the tax roll and then re-apply the amounts post-sale.

41. Peel states that on each occasion it denied the Plaintiff's requests to temporarily remove the amounts from the tax roll.

42. Peel pleads that the Plaintiff only started making payments towards the debt on the tax roll in August 2020 after a Bailiff was assigned by the City of Mississauga to collect the outstanding arrears.

43. Peel denies that it is charging interest on the amounts added to the tax roll as plead in paragraph 38 of the Statement of Claim. Peel pleads that the amounts once transferred to the tax roll do not accumulate any further interest imposed by Peel. Peel pleads that late payment charges and interest are applied to the accounts until the overdue amounts are paid in full or until the overdue amounts are transferred to the tax roll.

44. Peel denies that the Plaintiff is current with payments owed to Peel as plead in paragraph 37 of the Statement of Claim. Peel pleads that the Plaintiff has regularly defaulted on their payments since November 2019, contrary to the agreed terms of the settlement. Peel further pleads that the Plaintiff's regular defaults have resulted in Peel

delivering Notice of Water Disconnection letters on March 11, 2020, April 13, 2020, August 5, 2020, September 9, 2020, October 2, 2020, November 17, 2020, January 7, 2021, February 3, 2021, March 4, 2021, March 31, 2021, July 21, 2021, and September 7, 2021.

45. Peel pleads that following the Notice of Water Disconnection letters, that Peel has disconnected water to the premises of 4500 Eastgate Parkway on six occasions and has resumed water connection once full payment of overdue amounts was paid.

46. Peel states that pursuant to the *Municipal Act, 2001*, S.O. 2001, c.25, municipalities have authority to shut off the supply of water to land if fees or charges payable by the owners or occupants of the land in respect of a sewage system are overdue and the fees or charges are based on the fees payable for the supply of water to the land.

47. Peel further states that By-law 53-2010 and By-law 6-2017 provides that if a wastewater charge or a water charge remains unpaid for an unreasonable period, that Peel may take any action deemed appropriate including but not limited to providing reasonable notice of water shut-off, and if the wastewater charges or water charges remain unpaid after the expiry of the period of time set out in the Notice of Water Shut-off, the Region may shut off the water to the Customer's land, building or premises.

48. Peel pleads that all water disconnections to the premises have been conducted in accordance with the *Municipal Act*, By-law 53-2010, By-law 6-2017 and the agreement as between Peel and the Plaintiff.

49. Peel expressly denies that the Plaintiff is entitled to an order that would remove the amounts on the tax roll for charges from accounts 585411000 and 2156ONT001. Peel pleads that fees and charges for water and wastewater services that have been added to the tax roll have priority lien status and that these taxes are a special lien on the land in priority to every claim, privilege, lien or encumbrance of every person except the Crown, and the lien and its priority are not lost or impaired by any neglect, omission or error of the municipality or its agents. Peel further pleads that as a special lien or claim against the land, that these taxes survive a land transfer of the land pursuant to the *Land Titles Act*.

50. Peel pleads that there is no authority in the *Municipal Act* to remove amounts from the tax roll to then be replaced by an alternative form of security.

51. Peel further pleads that the Plaintiff has no standing to request that amounts be removed from the tax roll of 4500 Eastgate Parkway because 4500 Eastgate Parkway is owned by Rovinelli Construction Inc., not the Plaintiff.

52. Peel pleads that although the Plaintiff may owe certain financial and/or contractual obligations to their landlord Rovinelli Construction Inc. that ultimately Rovinelli Construction Inc., or any subsequent owner of 4500 Eastgate Parkway, is liable for arrears on the tax roll for 4500 Eastgate Parkway.

53. Peel denies that the Plaintiff is entitled to any reduction or adjustment of water charges, surcharge interest or bailiff fees.

54. Peel pleads that pursuant to the Full and Final Release executed on November 22, 2019 the Plaintiff is barred from continuing any action against Peel regarding wastewater charges that were incurred prior to November 22, 2019.

55. In the alternative, Peel pleads that any charges incurred prior to February 22, 2019 are outside of the applicable limitation period and that the Plaintiff is statute-barred from pursuing any action with respect to amounts incurred prior to that date.

56. Peel pleads that it has responded to the Plaintiff's numerous requests over the years for disclosure and information regarding charges on accounts 585411000 and 2156ONT001. Peel pleads that detailed invoices and routine documents for accounts 585411000 and 2156ONT001 are provided to the Plaintiff on a monthly basis.

57. Peel pleads that at all material times Peel's staff acted in good faith, in a professional and prudent manner and in accordance with legislation, Regional standards, policies and by-laws.

58. Peel pleads that the Plaintiff failed to make required payments for accounts 585411000 and 2156ONT001 from 2017 to present resulting in the significant arrears that have been added to the tax roll of 4500 Eastgate Parkway.

59. Peel further pleads that the Plaintiff is entirely responsible for its financial and contractual obligations to the landlord of 4500 Eastgate Parkway.

60. Peel denies that the Plaintiff is entitled to any of the relief sought in the Statement of Claim.

61. Peel pleads and relies upon the *Municipal Act, 2001*, S.O. 2001, c. 25, and its Regulations as amended and By-laws 53-2010 and 6-2017.

62. Peel submits that this action be dismissed as against it, with costs on a substantial indemnity basis.

October 1, 2021

PATRICIA CAZA

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Markham, ON L3R 6H3

Leo Klug (12452U)
Tel.: (905) 947-8771
Fax.: (905) 947-0529
Email: leoklug@kluglaw.ca

Lawyers for the Plaintiff

AND TO: **CITY OF MISSISSAUGA**
Legal Services Division
300 City Centre Drive
10th Floor
Mississauga, ON L5B 3C1

Colin Holland (65539Q)

Tel.: (905) 615-3200 ext. 8532
Fax.: (905) 615-3252
Email: colin.holland@mississauga.ca

Lawyers for the Defendant, The City of Mississauga

2156775 ONTARIO INC. cob as D'ANGELO BRANDS v.

THE REGIONAL MUNICIPALITY OF PEEL et al.

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at BRAMPTON

**STATEMENT OF DEFENCE OF THE
DEFENDANT, THE REGIONAL
MUNICIPALITY OF PEEL**

PATRICIA CAZA
Acting Regional Solicitor
The Regional Municipality of Peel
10 Peel Centre Drive
Suite A, 5th Floor
Brampton ON L6T 4B9

Jennifer Bruce (61320L)

Tel.: (905) 791-7800, ext. 4367
Fax: (905) 791-6992
Email: jennifer.bruce@peelregion.ca

Lawyer for the Defendant, The Regional
Municipality of Peel

This is Exhibit "E" referred to in the **Affidavit**
of HARVEY GREBER sworn before me
this 28th day of October, 2022.

A handwritten signature in black ink, appearing to read "P. Hill", written over a horizontal dotted line.

A Commissioner for Taking Affidavits

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

2156776 ONTARIO INC. cob as D'ANGELO BRANDS

Plaintiff

- and -

THE REGIONAL MUNICIPALITY OF PEEL
and THE CITY OF MISSISSAUGA

Defendants

**REPLY TO THE STATEMENT OF DEFENCE
OF THE REGIONAL MUNICIPALITY OF PEEL**

1. By way of reply, the Plaintiff pleads that the alleged settlement arrived at in November of 2019 is invalid and unenforceable, arising out of the fraudulent and intentional misrepresentations of the Region of Peel, as pleaded in paragraphs 18, 19 and 20 of the Statement of Claim.
2. D'Angelo Brands pleads that it has conducted an audit of the charges between 2013 and 2020 and has uncovered concealed and hidden overcharges in the amount of \$2,380,000.00 billed by the Region to D'Angelo Brands between the years 2013 and 2020. These overcharges were discovered in August and September 2021.
3. The Region of Peel knew or ought to have known of these overcharges but deliberately omitted making this disclosure to the Plaintiff and its representatives in November 2019 and following until it was discovered by the Plaintiff.
4. The Plaintiff has given notice and provided full particulars to representatives of the Region of Peel who have refused and neglected to respond thereto.

5. Accordingly, the financial settlement and the release are of no force and effect and this action is not barred.

6. D'Angelo Brands pleads that the Region of Peel has set certain quotas for invoicing in connection with the water services provided to tax payers in the Region, including the Plaintiff, D'Angelo Brands. The Region of Peel has projected certain billing milestones that it wishes to achieve in connection with its water supply services and compensates its employees in certain levels of management when those milestones are achieved.

7. The Plaintiff pleads that this has motivated management of the Region of Peel in billing excessive water charges and BOD charges. The water charges alone exceed \$2,800,000.00 from 2013 to 2020. Full particulars have been provided to the Region.

8. The Plaintiff pleads that arising out of these excessive and improper charges, the Minutes of Settlement and the Release must be declared null and void.

9. The Region of Peel refuses to accept a first charge on the equipment as pleaded in paragraphs 39 to 42 of the Statement of Claim.

10. By way of reply, D'Angelo Brands pleads that the Region of Peel through its Council and management, including the Treasurer, have the authority to accept a letter of credit in place of a tax lien so as to permit the landlord to sell the building.

11. The Plaintiff has advised the Region and the City of Mississauga that it is ready, willing and able to post a letter of credit as security and have the tax lien removed. The Region of Peel has steadfastly and improperly refused to recognize a letter of credit without giving justifiable reasons or even to consider consenting to a court order to allow a letter of credit to be posted in place of the tax lien and have the tax lien removed, hence providing full security for the Region

and the City of Mississauga to satisfy any judgment that may be issued by this court at trial if the Region of Peel is successful.

12. D'Angelo Brands pleads that it has offered the Region of Peel that it will continue to pay \$15,000.00 every two weeks, under protest, until the trial of this action. The Region and the City of Mississauga have refused to consider same.

DATED: October 12, 2021

KLUG LAW
Barristers and Solicitors
100 Allstate Parkway
Suite 800
Markham, Ontario L3R 6H3

Leo Klug
Law Society no. 12452U
leoklug@kluglaw.ca
Telephone: (905) 947-8771
Facsimile: (905) 889-8747

Lawyer for the Plaintiff

TO: PATRICIA CAZA
Acting Regional Solicitor
The Regional Municipality of Peel
10 Peel Centre Drive
5th Floor, suite A
Brampton, Ontario L6T 4B9

Jennifer Bruce
Jennifer.bruce@peelregion.ca
Telephone: (905) 791-7800 ext. 4367
Facsimile: (905) 791-6992

Lawyer for the Defendant,
The Regional Municipality of Peel

AND TO: CITY OF MISSISSAUGA
Legal Services Division
300 City Centre Drive
10th Floor
Mississauga, Ontario L5B 3C1

Colin Holland
Colin.holland@mississauga.ca
Telephone: (905) 615-3200 ext. 8532
Facsimile: (905) 615-3252

Lawyers for the Defendant,
The City of Mississauga

2156775 ONTARIO INC. cob as D'ANGELO BRANDS - and - THE REGIONAL MUNICIPALITY OF PEEL et al

SUPERIOR COURT OF JUSTICE
Proceedings commenced at **Brampton**

**REPLY TO THE STATEMENT OF DEFENCE
OF THE REGIONAL MUNICIPALITY OF PEEL**

KLUG LAW
Barristers & Solicitors
100 Allstate Parkway
Suite 800
Markham, ON L3R 6H3

Leo Klug
Law Society No. 12452U
leoklug@kluglaw.ca
Telephone: (905) 947-8771
Facsimile: (905) 947-0529

Lawyer for the Plaintiff

This is Exhibit "F" referred to in the **Affidavit**
of HARVEY GREBER sworn before me
this 28th day of October, 2022.

A handwritten signature in cursive, appearing to read "C. Hill", written in black ink. The signature is positioned above a horizontal dotted line.

A Commissioner for Taking Affidavits

Page 06 of 208

LANDLORD'S DISTRESS WARRANT

NOTICE TO TENANT: 2156775 ONTARIO INC. O/A D'ANGELO BRANDS, ET AL

TAKE NOTICE THAT: EASTGATE GROUP INC., (LANDLORD), HAS TAKEN DISTRESS AGAINST YOUR GOODS, CHATTELS, INVENTORY AND CASH, (COLLECTIVELY "GOODS"), LOCATED AT: 4500 EASTGATE PARKWAY, MISSISSAUGA, ONTARIO, PURSUANT TO THE PROVISIONS OF THE LEASE BETWEEN YOU, AND THE LANDLORD, AND PURSUANT TO THE PROVISIONS OF THE "COMMERCIAL TENANCIES ACT", FOR RENT ARREARS, AND ADDITIONAL RENT ARREARS OWING IN THE SUM OF FOUR MILLION, NINE HUNDRED AND SEVENTY-ONE THOUSAND, FOUR HUNDRED AND NINETY-SIX DOLLARS AND SEVENTY-TWO CENTS (\$4,971,496.72) PLUS COSTS.

AND TAKE FURTHER NOTICE THAT IF YOU DO NOT, WITHIN FIVE (5) DAYS FROM THE DATE OF SERVICE UPON YOU OF THE NOTICE HEREIN, REPLEVY THE SAME GOODS AND CHATTELS BY PAYING THE ARREARS OF RENT AS AFORESAID, THE SAID GOODS AND CHATTELS SHALL BE APPRAISED BY TWO APPRAISERS IN ACCORDANCE WITH THE PROVISIONS OF THE "COMMERCIAL TENANCIES ACT", AND SHALL THEREAFTER BE SOLD, AND THE BEST PRICE THAT CAN BE OBTAINED FOR THEM TOWARD SATISFACTION OF RENT FOR WHICH THEY WERE DISTRESSED, AND THE CHARGES OF SUCH DISTRESS, APPRAISEMENT, SALE, LEGAL FEES AND RELATED COST.

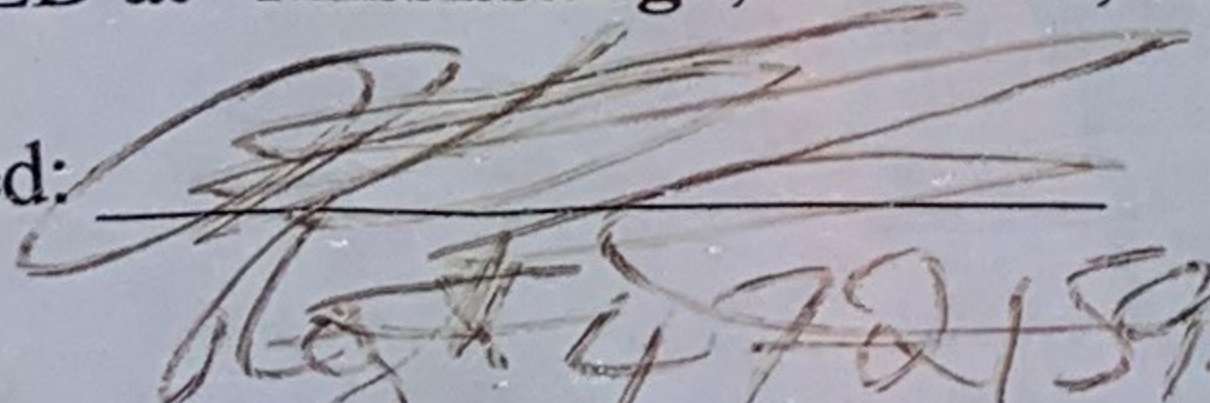
AND FURTHER TAKE NOTICE THAT SHOULD IT BE NECESSARY FOR THE PROTECTION OF YOUR GOODS AND CHATTELS AND FOR THE PROTECTION OF THE LANDLORD'S RIGHT OF DISTRESS THAT THE SAID GOODS BE REMOVED AND STORED IN A SAFE PLACE, AND/OR THE LOCK ON THE ENTRY TO THE SAID PREMISES BE CHANGED BUT, NOTWITHSTANDING THE CHANGE OF LOCK BY THE LANDLORD FOR THE PURPOSE OF PROTECTION OF SAID GOODS AND CHATTELS, YOUR RIGHTS AS TENANT TO THE PREMISES CONTINUE TO BE RECOGNIZED, AND YOU MAY, UPON REQUEST TO THE LANDLORD OR IT'S BAILIFF, RE-ENTER THE LEASED PREMISES AND CONTINUE TO OCCUPY SAME, AND USE SAME. YOU MAY REPLEVY YOUR GOODS AND CHATTELS UPON PAYMENT OF ARREARS OF RENT, PLUS COSTS AND CHARGES, AS AFORESAID.

THIS IS NOT A FORFEITURE OF THE SAID TENANCY AGREEMENT BUT A DISTRESS AGAINST GOODS AND CHATTELS. FOR GREATER CERTAINTY, THIS DISTRESS IS NOT INTENDED IN ANY WAY TO TERMINATE THE SAID TENANCY AGREEMENT.

LANDLORD
EASTGATE GROUP INC.
4540 Eastgate Parkway, Unit 8
Mississauga, Ontario, L4W 3W6

BAILIFF
STERLING BAILIFFS INC.
1001 Petrolia Road
Toronto, Ontario M3J 2X7
Tel: 416-701-1322 Fax: 416-701-0005

DATED at Mississauga, Ontario, this 2nd day of June, A.D. 2022.

Signed: 

Warrant Registration File No.: L-6531A

NOTICE TO TENANT

RE-ENTRY INTO THESE PREMISES MUST BE BY PERMISSION OF THE LANDLORD OR THEIR BAILIFF. SUCH RE-ENTRY SHALL NOT BE UNREASONABLY WITHHELD BY ARRANGEMENT.

**ANY ATTEMPT TO REMOVE SEIZED GOODS OR
CHATTELS IS UNLAWFUL AND A VIOLATION OF THE
CRIMINAL CODE**

This is Exhibit "G" referred to in the **Affidavit**
of HARVEY GREBER sworn before me
this 28th day of October, 2022.

A handwritten signature in cursive, appearing to read "C. Hill".

.....
A Commissioner for Taking Affidavits



Electronically issued : 02-May-2022
Délivré par voie électronique
Hamilton

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

UNITED DAIRY AND GROCERS INC.

Plaintiff

- and -

2156775 ONTARIO INC. o/a D'ANGELO BRANDS and FRANK D'ANGELO

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFFS' CLAIM, and \$2,000 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiffs' claim and \$400 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: May 2, 2022

Issued by _____

Local Registrar

Address of
court office:

TO: Frank D'Angelo
4544 Eastgate Parkway
Mississauga, ON L4W 3W6

AND TO: 2156775 ONTARIO INC.
c/o Frank D'Angelo
4544 Eastgate Parkway
Mississauga, ON L4W 3W6

CLAIM

1. The Plaintiff, United Dairy and Grocers Inc. (the “**Plaintiff**”), claims against the Defendants, Frank D’Angelo and 2156775 Ontario Inc. (the “**Defendants**”) as follows:
 - a. Damages in the amount of \$182,638.83 pursuant to a promissory note and an incorporated guarantee of all amounts due under the promissory note;
 - b. In the alternative, damages in the amount \$182,638.83 for unjust enrichment;
 - c. Pre-judgment and post-judgment interest on the above amount at the contractual rate of 10%, in accordance with the Promissory Note (defined below) dated March 15, 2021;
 - d. In the alternative, pre-judgment and post-judgment interest on the rates set out in the *Court of Justice Act*, RSO 1990, c. C 43, as amended;
 - e. The costs of this action on a substantial indemnity basis, plus applicable and harmonized sales tax; and
 - f. Such further and other relief as counsel may request and this Honourable Court may deem just.

The Parties

2. The Plaintiff, United Dairy and Grocers Inc., is a corporation incorporated pursuant to the laws of the Province of Ontario, and operates business as a food distributor.
3. The Defendant, 2156775 Ontario Inc. (the “**Corporation**”), is a corporation incorporated pursuant to the laws of the Province of Ontario. The Defendant, Frank

D'Angelo ("D'Angelo") is the directing mind of the Corporation.

The Promissory Note

4. On or around March 15, 2021, the Corporation provided the Plaintiff with a promissory note in the amount of \$203,744.70 (the "Promissory Note") in consideration for the advance of funds for the purchase of canola oil that was to be delivered to the Plaintiff. Pursuant to the Promissory Note, if the Corporation failed to deliver 4400L of canola oil to the Plaintiff during the first week of April 2021, and a further 4400L during the first week of May 2021, the entire amount of the Promissory note would become due and payable, with interest accruing upon the amount at a rate of 10% per annum.
5. The Defendant, D'Angelo, provided a guarantee on the Corporation's obligations under the Promissory Note and agreed to be jointly and severally liable for all amounts due pursuant to the Promissory Note as and when due.
6. In the alternative, it was an express or implied term of the Promissory Note that the Promissory Note was repayable by the Defendants upon demand by the Plaintiff.

Breach of Contract

7. After the Defendants provided the Plaintiff with the Promissory Note and incorporated Guarantee the Defendants made partial delivery of canola oil.
8. The Defendants failed to deliver the shipment of canola oil in accordance with the

terms of the Promissory Note.

9. On or around April 7, 2021, the Plaintiff made a formal demand to the Defendants for the repayment of all amounts outstanding under the Promissory Note.
10. Despite multiple demands by the Plaintiff, the Defendants have failed or refused to repay any amounts required under Promissory Note in the amount of \$182,638.83
11. The Plaintiff pleads that the Defendants' failure or refusal to make repayment of the outstanding amounts under to the Promissory Note is a breach of the terms of the note and the incorporated guarantee. As a direct result of the Defendants' breaches, the Plaintiff has suffered damages in the amount of \$182,638.83 plus all interest accrued thereon. The Plaintiff seeks repayment by the Defendants of all amounts due under the Promissory Note and incorporated guarantee.

Unjust Enrichment

12. In the alternative, as a result of the Defendants' failure or refusal to make repayment in accordance with the terms of the Promissory Note, the Plaintiff pleads that the Defendant has been unjustly enriched in the amount of \$182,638.83 plus all accrued interest, and that this enrichment was to the Plaintiff's corresponding detriment. The Plaintiff pleads that there is no juristic reason for the enrichment.
13. The Plaintiff pleads and relies upon the *Bills of Exchange Act*, R.S.C., 1985, c. B-4, as amended.

14. The Plaintiff respectfully requests that the trial of this action be heard at the courthouse in the City of Hamilton.

Date: May 2, 2022

GEORGE STREET LAW GROUP LLP

Barristers & Solicitors
10 George Street Suite 200
Hamilton ON L8P 1C8

SAMUEL NASH (LSO#66408N)

Tel: (905) 526-2111

Email: snash@georgestreetlaw.ca

Lawyers for the Plaintiff

UNITED DAIRY AND GROCERS INC.
Plaintiff

-and-

2156775 ONTARIO INC. o/a D'ANGELO BRANDS et al.
Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

STATEMENT OF CLAIM

GEORGE STREET LAW GROUP LLP
Barristers & Solicitors
10 George Street Suite 200
Hamilton, ON L8P 1C8

SAMUEL NASH (LSO #66408N)

Tel.: (905) 526-2111
Email: snash@georgestreetlaw.ca

Lawyers for the Plaintiff

This is Exhibit "H" referred to in the **Affidavit**
of HARVEY GREBER sworn before me
this 28th day of October, 2022.

A handwritten signature in black ink, appearing to read "C. Hill", written over a horizontal dotted line.

A Commissioner for Taking Affidavits



Electronically issued : 17-Feb-2022
Délivré par voie électronique
Toronto

COURT FILE NO.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

LINDE CANADA INC.

Plaintiff

-and-

2156775 ONTARIO INC. d.b.a. D'ANGELO BRANDS

Defendant

(Court seal)

STATEMENT OF CLAIM

TO THE DEFENDANT

THIS ACTION IS BROUGHT AGAINST YOU UNDER THE SIMPLIFIED PROCEDURE PROVIDED IN RULE 76 OF THE RULES OF CIVIL PROCEDURE.

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

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IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$750.00 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date

Issued by:

Local registrar

Address of court office
330 University Avenue
Toronto, Ontario
M5G 1R7

TO: **2156775 ONTARIO INC. d.b.a. D'ANGELO BRANDS**
4544 Eastgate Parkway
Mississauga, Ontario
L4W 3W6

CLAIM

1. The Plaintiff, **LINDE CANADA INC.**, claims from the Defendant, **2156775 ONTARIO INC. d.b.a. D'ANGELO BRANDS**:
 - a. The sum of \$48,997.33 as the principle amount due and owing;
 - b. Pre-judgment interest accruing at the contractual rate of 1.5% per month, being 18% per annum, as of February 23, 2020, or in the alternative in accordance with the *Interest Act*, R.S.C., 1985, c. I-15;
 - c. Post-judgment interest accruing at the contractual rate of 1.5% per month, being 18% per annum or in the alternative in accordance with the *Interest Act*, R.S.C., 1985, c. I-15;
 - d. Costs of this action on a solicitor and client basis; and
 - e. Such further and other relief as this Honourable Court may seem just.

The Parties

2. The Plaintiff is a corporation incorporated under the laws of Nova Scotia and is an extra-provincial registered company having its principal place of business at 1 City Centre Drive, 1200, Mississauga, Ontario, and carries on business including but not limited to supplying and delivering industrial gases.
3. The Defendant is a company incorporated under the laws of Ontario having a registered address at 4544 Eastgate Parkway, Mississauga, Ontario, L4W 3W6 and carries on a business manufacturing and providing food products to food retailers.

The Facts

4. On or around December 31, 2019 and continuing until around July 30, 2020 (the “**Invoice Period**”), Praxair Canada Inc. (“**Praxair**”) sold goods to the Defendant and issued invoices for the price of said goods.
5. During the Invoice Period, Praxair issued several invoices to the Defendant, representing invoiced amounts and finance charges on past due invoices (collectively referred to as the “**Invoices**”).
6. Among the Invoices that were issued to the Defendant, the earliest became due on February 22, 2020, and all together the Invoices total \$48,997.33 (the “**Outstanding balance**”).
7. Pursuant to the Invoices, past due invoices are subject to a finance charge of 1.5% per month (18% per annum).
8. On or around March 1st 2021, Praxair amended its corporate name to Linde Canada Inc. therefore making the Outstanding balance due and owing to Linde Canada Inc.
9. On or around April 26, 2021, the Plaintiff sent a letter of demand to the Defendant for the Outstanding balance.
10. Since then, the Defendant has refused or neglected to remit payments to the Plaintiff.

11. The Defendant has enriched itself unjustly to the detriment of the Plaintiff.
12. The Plaintiff therefore claims \$48,997.33 from the Defendant as the total sum due and owing with respect to the Invoices.
13. The Plaintiff further claims pre-judgment interest accruing at the contractual rate of 1.5% per month (18% per annum) as of February 23, 2020 and post-judgment interest accruing at the contractual rate of 1.5% per month (18% per annum).
14. The Plaintiff proposes this action to be tried in Toronto.

Date: February 16, 2022

CHARNESS, CHARNESS & CHARNESS LLP
614 Saint Jacques Street, Suite 500
Montreal, Quebec, H3C 1E2

Phone: (514) 878-1808
Fax: (514) 871-1149
Email: jordan@charnesslaw.com
Jordan Warren Charness
LSO #83187D
Lawyer for the Plaintiff

LINDE CANADA INC.
Plaintiff

-v.-

2156775 ONTARIO INC. d.b.a.
D'ANGELO BRANDS
Defendant

Court File No.

ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

STATEMENT OF CLAIM

CHARNESS, CHARNESS, & CHARNESS LLP
614 Saint Jacques Street, Suite 500
Montreal, Quebec, H3C 1E2

Phone: (514) 878-1808

Fax: (514) 871-1149

Email: jordan@charnesslaw.com

Jordan Warren Charness

LSO# 83187D

Lawyer for the Plaintiff

This is Exhibit "I" referred to in the **Affidavit**
of HARVEY GREBER sworn before me
this 28th day of October, 2022.

A handwritten signature in cursive, appearing to read "C. Hill". The signature is written in black ink and is positioned above a horizontal dotted line.

A Commissioner for Taking Affidavits



Electronically issued : 19-Oct-2020
Délivré par voie électronique
Brampton

**ONTARIO
SUPERIOR COURT OF JUSTICE**

VELOX STAFFING SOLUTIONS INC.

Plaintiff

and

2156775 ONTARIO INC. O/A D'ANGELO BRANDS AND
FRANK D'ANGELO

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiffs' lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$2,500.00 for costs, within the time for serving and filing the Statement of Defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$750.00 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: _____

Issued by: _____

Local Registrar

Ontario Superior Court of Justice
7755 Hurontario Street
Brampton, ON L6W 4T1

TO: 2156775 ONTARIO INC.
4544 Eastgate Parkway
Mississauga, ON L6W 3W6

TO: FRANK D'ANGELO
4544 Eastgate Parkway
Mississauga, ON L6W 3W6

CLAIM

1. The Plaintiff claims as against the Defendants, jointly and severally:
 - a. liquidated damages in the amount of \$213,991.81, including HST, for breach of contract;
 - b. In addition to, or in the alternative to, paragraphs 1(a), (b), and (c), above, a declaration that,
 - i. the business and affairs of 215, have been and are being carried on in a manner; and
 - ii. D'Angelo has carried out and exercised his powers as an officer, director, and shareholder of 215 in a manner, that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of the Plaintiff as a creditor of 215 contrary to section 248 of the Ontario *Business Corporations Act*, R.S.O. 1990, c. B.16 (the "**OBCA**");
 - c. damages for the oppressive conduct of the Defendants in the amount of \$213,991.81, including HST;
 - d. prejudgment and post judgment interest in accordance with the terms of the Contract (as described below) in the amount of eighteen percent (18%) per annum. In the alternative, prejudgment and post judgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended;
 - e. the costs of this action, together with all applicable taxes; and

- f. such further and other relief as counsel may advise this Honourable Court deems just and meet in the circumstances.

The Parties:

2. The Plaintiff, Velox Staffing Solutions Inc. ("**Velox**") is a company incorporated pursuant to the laws of Ontario, with its head office located in Brampton, Ontario. Velox carries on business as a staffing solutions provider specializing in the recruitment and placement of employees for its clients on a temporary basis.
3. The Defendant, 2156775 Ontario Inc. o/a D'Angelo Brands ("**215**") is a company incorporated pursuant to the laws of Ontario, with its head office located in Mississauga, Ontario.
4. The Defendant, Frank D'Angelo ("**D'Angelo**"), is an individual living in or around the city of Mississauga, Ontario. D'Angelo is the sole officer, director, and directing mind of 215.

The Contract:

5. On or about October 11, 2019, Velox and 215 entered into a contract titled "Staffing Services Agreement" (the "**Contract**"). Pursuant to the terms of the Contract, it was agreed that Velox would provide the services of its employees to 215 and 215 would pay for these employees on the rates set out in the Contract.
6. The Contract contained the following provisions, among others:
 - a. Term: twelve (12) months from October 11, 2019;
 - b. Payment of invoices "net 30" from the date of the invoice; and

- c. Interest on any invoices at the rate of eighteen percent (18%) per annum, commencing on the 31st day after the date of the invoice.

7. The types of employees and the rate schedule for those employees was set out at Exhibit "A" of the Contract.

8. Between October 27, 2019, and February 2, 2020, Velox provided employees to 215 in accordance with the Contract. Velox would render invoices to 215 as per the terms of the Contract. Notwithstanding provision of employees and timely delivery of invoices in accordance with the Contract, 215 failed or refused to pay the full amount of the invoices. As of February 2, 2020, 215 was indebted to Velox in the amount of \$245,660.48.

Demand for Payment:

9. Since the last provision of employees under the Contract, 215 has only made small payments towards the amount owed to Velox. As of September 30, 2020, the amount owed to Velox was \$213,991.81 and continues to accrue interest at 18% per annum.

10. Velox has made numerous demands for payment on the amount owing. Velox has even indicated it is prepared to accept payment terms in an effort to resolve this matter. These demands and requests have been ignored by 215.

Claim as against 2156775 Ontario Inc. o/a D'Angelo Brands:

11. Pursuant to the terms of the Contract, as of September 30, 2020, 215 is indebted to Velox for the amount of \$213,991.81, plus interest as 18% per annum.

12. Velox claims damages in the amount of \$213,991.81 plus interest from 215 on the basis of breach of the Contract and oppression.

Oppression Claim against the Defendants:

13. Velox states that it is creditor of 215, and therefore, is a complainant under section 248 of the Ontario *Business Corporations Act* (the “**OBCA**”). Velox states it is entitled to a remedy to correct the oppressive conduct of 215 and D’Angelo as 215’s sole director.

14. Velox states that the Defendants conducted the affairs of 215 in manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of Velox as a creditor. Velox states that it had a reasonable expectation of payment of all amounts owing pursuant to the Contract. Velox states its reasonable expectations were unfairly disregarded when the Defendants engaged in conduct to avoid making payments to Velox, as a creditor.

15. The oppressive conduct of the Defendants include, but are not limited to, the following acts:

- a. refusing to pay the amounts owing under the Contract;
- b. using the services Velox’s employees to generate revenues and profits for 215;
- c. retaining the revenues and profits generated by use of Velox employees for the benefit of 215’s shareholders;
- d. Forcing Velox to incur the cost and risk associated with employing the employees used by 215; and
- e. preferring the interests of other creditors over those of Velox by paying those creditors in advance of Velox.

16. Velox states that as the sole shareholder of 215, D’Angelo benefitted from the revenues and profits derived by 215 through the use of Velox’s employees. Velox states these personal

benefits were provided to D'Angelo in advance of payments owed to Velox under the Contract.

17. Further particulars of the oppressive conduct of the Defendants is within the knowledge of the Defendants, and not known to Velox at this time, but will be particularized prior to, or at, trial.

18. As the sole officer and director of 215, D'Angelo is liable to Velox for the oppressive conduct of 215, which was done at his direction.

19. Velox pleads and relies on the Ontario *Business Corporations Act*, R.S.O 1990, c. B.16, and in particular sections 245 and 248.

Date: October 19, 2020

PROUSE DASH & CROUCH, LLP
Barristers and Solicitors
50 Queen Street West
Brampton, Ontario
L6X 4H3

EVAN MOORE (55617T)

Tel: (905) 451-6610
Fax: (905) 451-1549
emoore@pdclawyers.ca

Lawyers for the Plaintiff,
Velox Staffing Solutions Inc.

VELOX STAFFING SOLUTIONS INC.
Plaintiff

and

2156775 ONTARIO INC. O/A D'ANGELO BRANDS, ET AL.
Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT BRAMPTON

STATEMENT OF CLAIM

PROUSE DASH & CROUCH, LLP

Barristers and Solicitors
50 Queen Street West
Brampton, Ontario
L6X 4H3

EVAN MOORE (55617T)

Tel: (905) 451-6610
Fax: (905) 451-1549
emoore@pdclawyers.ca

Lawyers for the Plaintiff,
Velox Staffing Solutions Inc.

This is Exhibit "J" referred to in the **Affidavit**
of HARVEY GREBER sworn before me
this 28th day of October, 2022.

A handwritten signature in black ink, appearing to read "C. Hill". The signature is written in a cursive style with a large initial "C" and a long, sweeping tail.

.....
A Commissioner for Taking Affidavits

[Main Menu](#) [New Enquiry](#)

Enquiry Result

SUB-SEARCH: Only registrations starting from 2018-03-20 retrieved.

File Currency: 28SEP 2022



Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor					
Search Conducted On	2156775 ONTARIO INC.					
File Currency	28SEP 2022					
	File Number	Family	of Families	Page	of Pages	
	676947429	1	18	1	34	
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT						
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20220218 1451 1530 2938	
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	676947429		X	B RENEWAL	5	
Reference Debtor/ Transferor	First Given Name	Initial	Surname			
	Business Debtor Name	2156775 ONTARIO INC.				
Other Change	Other Change					
Reason / Description	Reason / Description					
Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname		
	Business Debtor Name					Ontario Corporation Number
	Address	City	Province	Postal Code		
Assignor Name	Assignor Name					
Secured Party	Secured party, lien claimant, assignee					
	Address	City	Province	Postal		

									Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								
	Address					City	Province	Postal Code	
	4126 NORLAND AVENUE					BURNABY	BC	V5G 3S8	

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	2156775 ONTARIO INC.								
File Currency	28SEP 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	747717084	2	18	2	34	21JAN 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
747717084	X	01	003		20190121 1411 1462 8630	P PPSA	8		
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	2156775 ONTARIO INC								
	Address				City	Province	Postal Code		
	4544 EASTGATE PKWY				MISSISSAUGA	ON	L4W3W6		
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	PENSKE TRUCK LEASING CANADA INC								
	Address					City	Province	Postal Code	
	RT 10 GREEN HILLS, PO BOX 791					READING	PA	19603	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2019	VOLVO	VNL64300	4V4NC9EHXKN227349
	2019	VOLVO	VNL64300	4V4NC9EH6KN227350
General Collateral Description	General Collateral Description			
	TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS			
	SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT NOT			
	LIMITED TO XATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY FORM			
Registering Agent	Registering Agent			
	PENSKE TRUCK LEASING CANADA INC			
	Address	City	Province	Postal Code
	RT 10 GREEN HILLS, PO BOX 791	READING	PA	19603

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	2156775 ONTARIO INC.								
File Currency	28SEP 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	747717084	2	18	3	34	21JAN 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
747717084	X	02	003		20190121 1411 1462 8630	P PPSA	8		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	LOCATIONS DE CAMIONS PENSKE CANADA INC								
	Address			City	Province	Postal Code			
	RT 10 GREEN HILLS, PO BOX 791			READING	PA	19603			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
	2019	FREIGHTLINER			M2	3ALHCYFE9KDLC9561			
General Collateral Description	General Collateral Description								
	DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH								
	THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT								
	THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL								

Registering Agent	Registering Agent			
	PENSKE TRUCK LEASING CANADA INC			
	Address	City	Province	Postal Code
	RT 10 GREEN HILLS, PO BOX 791	READING	PA	19603

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	2156775 ONTARIO INC.						
File Currency	28SEP 2022						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	747717084	2	18	4	34	21JAN 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
747717084	X	03	003		20190121 1411 1462 8630	P PPSA	8

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	OR PROCEEDS OF THE COLLATERAL.

Registering Agent	Registering Agent			
	PENSKE TRUCK LEASING CANADA INC			
	Address	City	Province	Postal Code
	RT 10 GREEN HILLS, PO BOX 791	READING	PA	19603

CONTINUED

Type of Search	Business Debtor						
Search Conducted	2156775 ONTARIO INC.						

On									
File Currency	28SEP 2022								
	File Number	Family	of Families	Page					of Pages
	747717084	2	18	5					34
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		01	001		20220322 1405 1462 1409				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required			Renewal Years	Correct Period	
	747717084			F PRT DSC					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	2156775 ONTARIO INC								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City	Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
	2019	VOLVO			VNL64300		4V4NC9EHXKN227349		
	2019	VOLVO			VNL64300		4V4NC9EH6KN227350		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	PENSKE TRUCK LEASING CANADA INC								
	Address				City	Province	Postal Code		
	RT 10 GREEN HILLS, PO BOX 791				READING	PA	19603		

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	2156775 ONTARIO INC.								
File Currency	28SEP 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	750523158	3	18	6	34	25APR 2025			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
750523158		01	003		20190425 1435 1530 2823	P PPSA	6		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2156775 ONTARIO INC.								
	Address				City	Province	Postal Code		
	5901 TOMKEN ROAD				MISSISSAUGA	ON	L4W 4K3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	D'ANGELO BRANDS								
	Address				City	Province	Postal Code		
	5901 TOMKEN ROAD				MISSISSAUGA	ON	L4W 4K3		
Secured Party	Secured Party / Lien Claimant								
	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.								
	Address				City	Province	Postal Code		
	3450 SUPERIOR COURT, UNIT 1				OAKVILLE	ON	L6L 0C4		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X	X	X	X			X
Motor Vehicle Description	Year	Make			Model		V.I.N.		
	2019	HELI / CPYD25-M2H					230252B4283		
General Collateral Description	General Collateral Description								
	ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO,								
Registering Agent	Registering Agent								
	D+H LIMITED PARTNERSHIP								
	Address				City	Province	Postal Code		
	SUITE 200, 4126 NORLAND AVENUE				BURNABY	BC	V5G 3S8		

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	2156775 ONTARIO INC.						
File Currency	28SEP 2022						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	750523158	3	18	7	34	25APR 2025	

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
750523158		02	003		20190425 1435 1530 2823				
Individual Debtor	Date of Birth		First Given Name		Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Individual Debtor	Date of Birth		First Given Name		Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								
	ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	2156775 ONTARIO INC.								
File Currency	28SEP 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	750523158	3	18	8	34	25APR 2025			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
750523158		03	003		20190425 1435 1530 2823				
Individual Debtor	Date of Birth		First Given Name		Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			

	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	THEREFROM.								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	2156775 ONTARIO INC.								
File Currency	28SEP 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	755930088	4	18	9	34	27SEP 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
755930088		001	1		20190927 1453 1590 6195	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2156775 ONTARIO INC.								
	Address				City	Province	Postal Code		
	4544 EASTGATE PARKWAY				MISSISSAUGA	ON	L4W 3W6		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	D'ANGELO BRANDS								
	Address				City	Province	Postal Code		

			X		X			
Motor Vehicle Description	Year	Make	Model			V.I.N.		
General Collateral Description	General Collateral Description							
	MATERIAL HANDLING EQUIPMENT TOGETHER WITH ALL PARTS, ATTACHMENTS, ACCESSORIES, ADDITIONS, BATTERIES, CHARGERS, REPAIR PARTS, AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN							
Registering Agent	Registering Agent							
	PPSA CANADA INC. - (8154)							
	Address				City	Province	Postal Code	
	110 SHEPPARD AVE EAST, SUITE 303				TORONTO	ON	M2N6Y8	

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	2156775 ONTARIO INC.								
File Currency	28SEP 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	759514356	5	18	11	34	22JAN 2028			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
759514356		02	003		20200122 1707 1462 2696	P PPSA	8		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make	Model			V.I.N.			
General Collateral Description	General Collateral Description								
	WITH ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT								

LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE,
CHattel PAPER AND INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY

Registering Agent	Registering Agent			
	PPSA CANADA INC. - (8154)			
	Address	City	Province	Postal Code
	110 SHEPPARD AVE EAST, SUITE 303	TORONTO	ON	M2N6Y8

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	2156775 ONTARIO INC.						
File Currency	28SEP 2022						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	759514356	5	18	12	34	22JAN 2028	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
759514356		03	003		20200122 1707 1462 2696	P PPSA	8

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	SECURITY ACT)

Registering Agent	Registering Agent			
	PPSA CANADA INC. - (8154)			
	Address	City	Province	Postal Code
	110 SHEPPARD AVE EAST, SUITE 303	TORONTO	ON	M2N6Y8

END OF FAMILY

768470886	Filing	002	Pages	2	20201210 1507 1902 7779	Under	Period		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name 2156775 ONTARIO INC.					Ontario Corporation Number			
	Address 4500 EASTGATE PARKWAY			City MISSISSAUGA	Province ON	Postal Code L4W 3W6			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name D'ANGELO BRANDS					Ontario Corporation Number			
	Address 4544 EASTGATE PARKWAY			City MISSISSAUGA	Province ON	Postal Code L4W 3W6			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	2156775 ONTARIO INC.								
File Currency	28SEP 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	769493295	7	18	15	34	27JAN 2023			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
769493295		01	001		20210127 1706 1462 4554	P PPSA	2		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name 2156775 ONTARIO INC.					Ontario Corporation Number			
	Address 4544 EASTGATE PARKWAY			City MISSISSAUGA	Province ON	Postal Code L4W3W6			

Individual Debtor	Date of Birth	First Given Name			Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number				
	Address				City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant									
	SUMMIT LEASE A DIVISION OF SUMMIT FORD SALES (1982) LIMITED									
	Address				City	Province	Postal Code			
	12 CARRIER DRIVE				REXDALE	ON	M9V2C1			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
					X	X	31709	27JAN2023		
Motor Vehicle Description	Year	Make			Model		V.I.N.			
	2017	LINCOLN			CONTINENTAL		1LN6L9NC5H5614903			
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent									
	SUMMIT LEASE A DIVISION OF SUMMIT FORD SALES (1982) LIMITED									
	Address				City	Province	Postal Code			
	12 CARRIER DRIVE				REXDALE	ON	M9V2C1			

END OF FAMILY

Type of Search	Business Debtor									
Search Conducted On	2156775 ONTARIO INC.									
File Currency	28SEP 2022									
	File Number	Family	of Families	Page	of Pages	Expiry Date		Status		
	769962276	8	18	16	34	18FEB 2026				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number		Registered Under	Registration Period		
769962276		001	001		20210218 1453 1862 1505		P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number				
	2156775 ONTARIO INC.					2156775				
	Address				City	Province	Postal Code			
	4544 EASTGATE PARKWAY				MISSISSAUGA	ON	L4W 3W6			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number				
	Address				City	Province	Postal Code			

Secured Party	Secured Party / Lien Claimant								
	GEMMA RUNAGHAN								
	Address				City		Province	Postal Code	
	477 REEVES WAY BLVD				STOUFFVILLE		ON	L4A 0H2	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
	X	X	X	X			100000000		X
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	CYBERBAHN								
	Address				City		Province	Postal Code	
	4610-199 BAY STREET				TORONTO		ON	M5L 1E9	

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	2156775 ONTARIO INC.								
File Currency	28SEP 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	769964301	9	18	17	34	18FEB 2026			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number		Registered Under	Registration Period	
769964301		001	001		20210218 1514 1862 1510		P PPSA	5	
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	2156775 ONTARIO INC.						2156775		
	Address				City		Province	Postal Code	
	4544 EASTGATE PARKWAY				MISSISSAUGA		ON	L4W 3W6	
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City		Province	Postal Code	
Secured Party	Secured Party / Lien Claimant								
	FRANK								
	Address				City		Province	Postal Code	
	D'ANGELO				KLEINBURG		ON	L0J 1C0	
Collateral	Consumer	Inventory	Equipment	Accounts	Other	Motor Vehicle	Amount	Date of	No Fixed

Classification	Goods				Included		Maturity or	Maturity Date
	X	X	X	X		20000000		X
Motor Vehicle Description	Year	Make		Model		V.I.N.		
General Collateral Description	General Collateral Description							
Registering Agent	Registering Agent							
	CYBERBAHN							
	Address		City		Province		Postal Code	
	4610-199 BAY STREET		TORONTO		ON		M5L 1E9	

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	2156775 ONTARIO INC.							
File Currency	28SEP 2022							
	File Number	Family	of Families	Page		of Pages		
	769964301	9	18	18		34		
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT								
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number		Registered Under	
		001	002		20210218 1726 1862 1536			
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period		
	769964301		X	A AMNDMNT				
Reference Debtor/ Transferor	First Given Name			Initial	Surname			
	Business Debtor Name							
	2156775 ONTARIO INC.							
Other Change	Other Change							
Reason / Description	Reason / Description							
	THE NAME AND ADDRESS OF THE SECURED PARTY WAS ENTERED INCORRECTLY ON THIS REGISTRATION							
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname		
	Business Debtor Name						Ontario Corporation Number	
	2156775 ONTARIO INC.						2156775	
	Address			City	Province	Postal Code		
	4544 EASTGATE PARKWAY			MISSISSAUGA	ON	L4W 3W6		

Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	FRANK D'ANGELO								
	Address				City		Province	Postal Code	
	162 CAMLAREN CRESCENT				KLIENBURG		ON	L0J 1C0	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
	X	X	X	X			20000000		X
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	JOSEPH								
	Address				City		Province	Postal Code	
	609 MARLEE AVE				TORONTO		ON	M6B 3J6	

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	2156775 ONTARIO INC.								
File Currency	28SEP 2022								
	File Number	Family	of Families	Page		of Pages			
	769964301	9	18	19		34			
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		002	002		20210218 1726 1862 1536				
Record Referenced	File Number		Page Amended	No Specific Page Amended	Change Required		Renewal Years	Correct Period	
	769964301								
Reference Debtor/ Transferor	First Given Name				Initial	Surname			
	Business Debtor Name								
Other Change	Other Change								
Reason / Description	Reason / Description								

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname					
Business Debtor Name				Ontario Corporation Number					
Address			City	Province Postal Code					
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	FRANK D'ANGELO								
Address			City	Province Postal Code					
162 CAMLAREN CRESCENT			KLEINBURG	ON L0J 1C0					
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
Address			City	Province	Postal Code				

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	2156775 ONTARIO INC.								
File Currency	28SEP 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	772864317	10	18	20	34	27MAY 2026			

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
772864317		001	2		20210527 1046 1901 5602	P PPSA	05

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	2156775 ONTARIO INC			
Address			City	Province Postal Code
4544 EASTGATE PARKWAY			MISSISSAUGA	ON L4W 3W6
Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number

		Address		City		Province		Postal Code		
Secured Party		Secured Party / Lien Claimant								
		TRICOR LEASE & FINANCE CORP.								
		Address		City		Province		Postal Code		
		PO BOX 397		BURLINGTON		ON		L7R 3Y3		
Collateral Classification		Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X		X		X	X	89500		
Motor Vehicle Description		Year	Make		Model		V.I.N.			
		2020	JAGUAR		I-PACE		SADHD2S18L1F79432			
General Collateral Description		General Collateral Description								
Registering Agent		Registering Agent								
		ESC CORPORATE SERVICES LTD.								
		Address		City		Province		Postal Code		
		201-1325 POLSON DRIVE		VERNON		BC		V1T 8H2		

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	2156775 ONTARIO INC.									
File Currency	28SEP 2022									
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status			
	772864317	10	18	21	34	27MAY 2026				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period			
772864317		002	2		20210527 1046 1901 5602					
Individual Debtor	Date of Birth		First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name						Ontario Corporation Number			
	Address			City		Province	Postal Code			
Individual Debtor	Date of Birth		First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name						Ontario Corporation Number			
	Address			City		Province	Postal Code			
Secured Party	Secured Party / Lien Claimant									
	SUMMIT LEASE									
	Address		City		Province		Postal Code			
	CARRIER DR 12		REXDALE		ON		M9V 2C1			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address					City	Province	Postal Code	

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	2156775 ONTARIO INC.								
File Currency	28SEP 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	773392959	11	18	22	34	11JUN 2025			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
773392959		001	1		20210611 1037 1532 5307	P PPSA	04		
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	2156775 ONTARIO INC.								
	Address				City	Province	Postal Code		
	4544 EASTGATE PARKWAY				MISSISSAUGA	ON	L4W3W6		
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY								
	Address				City	Province	Postal Code		
	PO BOX 2400				EDMONTON	AB	T5J 5C7		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X			X
Motor Vehicle Description	Year	Make			Model		V.I.N.		
	2021	FORD			F150		1FTFW1EDXMFB72565		

General Collateral Description	General Collateral Description			
Registering Agent	Registering Agent			
	D + H LIMITED PARTNERSHIP			
	Address	City	Province	Postal Code
	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	2156775 ONTARIO INC.						
File Currency	28SEP 2022						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	777351033	12	18	23	34	15OCT 2026	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
777351033		001	002	X	20211015 1419 1031 7772	P PPSA	05

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	2156775 ONTARIO INC.			
	Address	City	Province	Postal Code
	4544 EASTGATE PKY	MISSISSAUGA	ON	L4W 3W6

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	D'ANGELO BRANDS			
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	HER MAJESTY IN RIGHT OF ONTARIO REPRESENTED BY THE MINISTER OF FINANCE			
	Address	City	Province	Postal Code
	33 KING ST W, 6TH FLR	OSHAWA	ON	L1H 8H5

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X	12604	15OCT2026	

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2014	SMRT	SMP	WMEEJ3BA7EK765813
	2014	SMRT	SMP	WMEEJ3BA3EK765825

General Collateral Description	General Collateral Description			

Registering Agent	Registering Agent			
	MINISTRY OF FINANCE, AM & COLLECTIONS BRANCH (EHT 829779354) T366/763			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	2156775 ONTARIO INC.				
File Currency	28SEP 2022				
	File Number	Family	of Families	Page	of Pages
	777351033	12	18	24	34
FORM 4C Motor Vehicle Schedule					
Reference File Number	Page of	Total Pages	Registration Number		
777351033	002	002	20211015 1419 1031 7772		
Year	Make	Model	VIN Number		
2014	SMRT	SMP	WMEEJ3BA1EK764608		

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	2156775 ONTARIO INC.						
File Currency	28SEP 2022						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	778144923	13	18	25	34	12NOV 2027	
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
778144923		001	1		20211112 0934 1532 6545	P PPSA	06
Individual Debtor	Date of Birth	First Given Name			Initial	Surname	
Business Debtor	Business Debtor Name					Ontario Corporation Number	
	2156775 ONTARIO INC.						
	Address			City	Province	Postal Code	
	4544 EASTGATE PARKWAY			MISSISSAUGA	ON	L4W3W6	
Individual Debtor	Date of Birth	First Given Name			Initial	Surname	
Business Debtor	Business Debtor Name					Ontario Corporation Number	
	Address			City	Province	Postal Code	
Secured Party	Secured Party / Lien Claimant						

Address		City	Province	Postal Code					
BOX 1800 RPO LAKESHORE WEST		OAKVILLE	ON	L6K 0J8					
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X			X
Motor Vehicle Description	Year	Make		Model		V.I.N.			
	2021	FORD		BRONCO		1FMEE5DP6MLA75362			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	D + H LIMITED PARTNERSHIP								
	Address		City	Province	Postal Code				
	2 ROBERT SPECK PARKWAY, 15TH FLOOR		MISSISSAUGA	ON	L4Z 1H8				

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	2156775 ONTARIO INC.								
File Currency	28SEP 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	780299316	14	18	26	34	09FEB 2028			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
780299316		001	1		20220209 1737 1901 0518	P PPSA	06		
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	2156775 ONTARIO INC.								
	Address			City	Province	Postal Code			
	4544 EASTGATE PARKWAY			MISSISSAUGA	ON	L4W 3W6			
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	TRICOR LEASE & FINANCE CORP.								
	Address		City	Province	Postal Code				
	PO BOX 397		BURLINGTON	ON	L7R 3Y3				
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
	X		X		X	X	92191		

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2021	FORD	MUSTANG MACH-E	3FMTK4SX5MME03950
General Collateral Description	General Collateral Description			
Registering Agent	Registering Agent			
	ESC CORPORATE SERVICES LTD.			
	Address	City	Province	Postal Code
	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	2156775 ONTARIO INC.								
File Currency	28SEP 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	780784722	15	18	27	34	02MAR 2025			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
780784722		01	001		20220302 1402 1462 4165	P PPSA	3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2156775 ONTARIO INC.								
	Address			City	Province	Postal Code			
	4544 EASTGATE PARKWAY			MISSISSAUGA	ON	L4W3W6			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	SUMMIT LEASE A DIVISION OF SUMMIT FORD SALES (1982) LIMITED								
	Address			City	Province	Postal Code			
	12 CARRIER DRIVE			REXDALE	ON	M9V2C1			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
					X	X	117209	02MAR2025	
Motor Vehicle Description	Year	Make	Model	V.I.N.					
	2019	VOLVO	VNL	4V4NC9EHXKN227349					
General Collateral Description	General Collateral Description								

Registering Agent	Registering Agent			
	SUMMIT LEASE A DIVISION OF SUMMIT FORD SALES (1982) LIMITED			
	Address	City	Province	Postal Code
	12 CARRIER DRIVE	REXDALE	ON	M9V2C1

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	2156775 ONTARIO INC.						
File Currency	28SEP 2022						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	780784731	16	18	28	34	02MAR 2025	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
780784731		01	001		20220302 1402 1462 4166	P PPSA	3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	2156775 ONTARIO INC.			
	Address	City	Province	Postal Code
	4544 EASTGATE PARKWAY	MISSISSAUGA	ON	L4W3W6

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	SUMMIT LEASE A DIVISION OF SUMMIT FORD SALES (1982) LIMITED			
	Address	City	Province	Postal Code
	12 CARRIER DRIVE	REXDALE	ON	M9V2C1

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
					X	X	117209	02MAR2025	

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2019	VOLVO	VNL	4V4NC9EH6KN227350

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	SUMMIT LEASE A DIVISION OF SUMMIT FORD SALES (1982) LIMITED			
	Address	City	Province	Postal Code
	12 CARRIER DRIVE	REXDALE	ON	M9V2C1

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	2156775 ONTARIO INC.						

File Currency	28SEP 2022							Page 136 of 269		
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status			
	781810821	17	18	29	34	06APR 2027				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period			
781810821		01	003		20220406 1403 1462 8493	P PPSA	5			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number				
	2156775 ONTARIO INC.									
	Address				City	Province	Postal Code			
	162 CAMLAREN CRES.				KLEINBURG	ON	L0J1C0			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number				
	Address				City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant									
	CANADIAN WESTERN BANK									
	Address				City	Province	Postal Code			
	300, 606 4 STREET SW				CALGARY	AB	T2P1T1			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
				X	X					
Motor Vehicle Description	Year	Make			Model	V.I.N.				
General Collateral Description	General Collateral Description									
	ASSIGNMENT AND POSTPONEMENT BETWEEN 2722959 ONTARIO LTD. AND 2156775 ONTARIO INC. PURSUANT TO ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS AGREEMENT. ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE OF									
Registering Agent	Registering Agent									
	CANADIAN WESTERN BANK									
	Address				City	Province	Postal Code			
	300, 606 4 STREET SW				CALGARY	AB	T2P1T1			

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	2156775 ONTARIO INC.									
File Currency	28SEP 2022									
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status			
	781810821	17	18	30	34	06APR 2027				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period			
781810821		02	003		20220406 1403 1462 8493	P PPSA	5			

Individual Debtor	Date of Birth	First Given Name	Initial	Surname					
Business Debtor	Business Debtor Name			Ontario Corporation Number					
	Address	City	Province	Postal Code					
Individual Debtor	Date of Birth	First Given Name	Initial	Surname					
Business Debtor	Business Debtor Name			Ontario Corporation Number					
	Address	City	Province	Postal Code					
Secured Party	Secured Party / Lien Claimant								
	Address	City	Province	Postal Code					
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make	Model	V.I.N.					
General Collateral Description	General Collateral Description 2722959 ONTARIO LTD. TO CANADIAN WESTERN BANK PLUS ANY SECURITY FOR THE PAYMENT THEREOF. PROCEEDS GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES. ALL PROCEEDS								
Registering Agent	Registering Agent CANADIAN WESTERN BANK								
	Address	City	Province	Postal Code					
	300, 606 4 STREET SW	CALGARY	AB	T2P1T1					

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	2156775 ONTARIO INC.								
File Currency	28SEP 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	781810821	17	18	31	34	06APR 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
781810821		03	003		20220406 1403 1462 8493	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name	Initial	Surname					
Business Debtor	Business Debtor Name			Ontario Corporation Number					
	Address	City	Province	Postal Code					
Individual Debtor	Date of Birth	First Given Name	Initial	Surname					

Business Debtor	Business Debtor Name							Ontario Corporation Number		
	Address							City	Province	Postal Code
Secured Party	Secured Party / Lien Claimant									
	Address							City	Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle Description	Year	Make			Model		V.I.N.			
General Collateral Description	General Collateral Description									
	THEREOF.									
Registering Agent	Registering Agent									
	CANADIAN WESTERN BANK									
	Address							City	Province	Postal Code
	300, 606 4 STREET SW							CALGARY	AB	T2P1T1

END OF FAMILY

Type of Search	Business Debtor									
Search Conducted On	2156775 ONTARIO INC.									
File Currency	28SEP 2022									
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status			
	783607959	18	18	32	34	02JUN 2023				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period			
783607959		001	3		20220602 1728 1793 0173	R RSLA	1			
Individual Debtor	Date of Birth			First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name							Ontario Corporation Number		
	2156775 ONTARIO INC.									
	Address					City	Province	Postal Code		
	4544 EASTDATE PARKWAY					MISSISSAUGA	ON	L4W3W6		
Individual Debtor	Date of Birth			First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name							Ontario Corporation Number		
	D'ANGELO BRANDS									
	Address					City	Province	Postal Code		
	4544 EASTDATE PARKWAY					MISSISSAUGA	ON	L4W3W6		
Secured Party	Secured Party / Lien Claimant									
	NORSEMAN TRUCK & TRAILER SERVICES LTD									
	Address							City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
						X	19435			
Motor Vehicle Description	Year	Make	Model			V.I.N.				
	2006	TRAILMOBILE	VAN			2MN01JAH861009564				
	2006	TRAILMOBILE	VAN			2MN01JAH261009561				
General Collateral Description	General Collateral Description									
	1 2006 TRAILMOBILE VAN VIN # 2MN01JAH861009564 INVOICE AMOUNT \$									
	13828.30 + 60 STORAGE FEE \$ 4068.00									
Registering Agent	Registering Agent									
	NORSEMAN TRUCK & TRAILER SERVICES LTD									
Address						City	Province	Postal Code		
65 FIMA CRESCENT						TORONTO	ON	M8W3R1		

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	2156775 ONTARIO INC.									
File Currency	28SEP 2022									
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status			
	783607959	18	18	33	34	02JUN 2023				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period			
783607959		002	3		20220602 1728 1793 0173					
Individual Debtor	Date of Birth	First Given Name			Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number				
Address					City	Province	Postal Code			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number				
Address					City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant									
Address					City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle Description	Year	Make	Model			V.I.N.				

General Collateral Description	General Collateral Description			
	1 2006 TRAILMOBILE VAN VIN # 2MN01JAH261009561 INVOICE BALANCE \$			
	1172.22			
Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	2156775 ONTARIO INC.								
File Currency	28SEP 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	783607959	18	18	34	34	02JUN 2023			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
783607959		003	3		20220602 1728 1793 0173				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address	City			Province	Postal Code			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address	City			Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	Address	City			Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	MAY 31, 2022 SERVICE CHARGE FEE \$ 300.01								
	LEIN SEARCHES AND FEES 66.00								
Registering Agent	Registering Agent								

	Address	Page 141 of 269	City	Province	Postal Code

LAST PAGE

Note: All pages have been returned.

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This is Exhibit "**K**" referred to in the **Affidavit**
of HARVEY GREBER sworn before me
this 28th day of October, 2022.

A handwritten signature in black ink, appearing to read "C. Hill", written over a horizontal dotted line.

A Commissioner for Taking Affidavits

Phone: 905-331-1333
Toll Free: 1-877-331-1333
Fax: 905-331-0234
Email: corpa@corpa.com

1860 Appleby Line, Suite 494
Burlington, Ontario,
Canada L7L 7H7
www.corpa.com



THE CORPA GROUP INC.

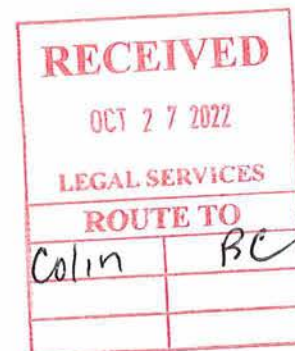
Litigation Investigators • Corporate Investigation • Background Specialists

October 17, 2022

CITY OF MISSISSAUGA

300 City Centre Drive
4th Floor
Mississauga, Ontario
L5B 3C1

PRIVATE & CONFIDENTIAL



Attention: Colin Holland

Dear Mr. Holland:

Re: 2156775 Ontario Inc. o/a D'Angelo Brands
Our File: 20221039
Assignment: Asset Investigation

The following is our report pursuant to your email instructions of October 11, 2022.

2156775 Ontario Inc. o/a D'Angelo Brands

The subject corporation, **2156775 Ontario Inc.**, has the following last known address and telephone numbers:

4544 Eastgate Parkway
Mississauga, Ontario
L4W 3W6

Telephone No: (905) 238-6300 (Disconnected)
(905) 625-4122 (Disconnected)

This report is furnished at the request of the client named herein, and is STRICTLY CONFIDENTIAL and is for the client's information ONLY. Client, in accepting this report agrees to hold the same in STRICT CONFIDENCE for his/her own exclusive use: Never to be communicated and to be personally responsible for any damages arising from a violation of any of the above provisions. This report is not to be exhibited without consent of the Corpa Group Inc.

1.0 Phone Listings

Inquiries failed to identify a current telephone number that is associated with the subject corporation.

We do not believe that the subject corporation is operational.

2.0 Corporate Inquiries

As per your instructions, your office made inquiries with the Ministry of Consumer and Business Services (Companies Branch) which revealed the company was incorporated on March 20, 2018. The following director is listed on the articles of incorporation:

Frank D'Angelo

Upon proper review of the articles of incorporation it would seem that the annual returns are filed and up to date.

3.0 Previous Addresses

Previous addresses for the corporation included the following:

14 Brewster Road
Brampton, Ontario
L6T 5B7

162 Camlaren Crescent
Brampton, Ontario
L0J 1C0

5901 Tomken Road
Mississauga, Ontario
L4W 4K3

88 Farrell Drive
Tiverton, Ontario
N0G 2T0

1625 Enterprise Road
Mississauga, Ontario
L4W 4L4

4.0 Leased Premises – 4544 Eastgate Parkway, Mississauga

We did not contact the property manager at the above address for the purpose of conducting an interview.

5.0 Ontario Wide Property Search

We conducted an Ontario Wide Property Owner Listing Search seeking to discover all properties registered in the company's name for the entire Province of Ontario.

No properties were identified in the company's name.

Please note that all counties are not yet computerized and as such, this search may not identify all properties registered in the subject corporation's name.

6.0 Vehicles

Inquiries revealed the following vehicle is registered in the company's name:

2021, FORD, TKE
Red, Utility
Licence No: GVEA785
Exp: 2023-02-28
VIN: 3FMTK4SX5MME03950

7.0 Registration of Liens

As per your instructions, your office made inquiries with the Personal Property Security Registration System which identified eighteen liens registered in the corporation's name; please refer to your search results.

8.0 Credit Inquiries

We have made inquiries into the Credit Bureau file of this company pursuant to the authority of the Consumer Reporting Act.

Credit inquiries revealed the company has a poor credit rating that was created on March 12, 2001.

Ten Collection Matters were reported as follows:

<u>Company</u>	<u>Amount</u>
<i>3rd Party Collection</i>	<i>\$3,043.00</i>
<i>3rd Party Collection</i>	<i>\$1,759.00</i>
<i>3rd Party Collection</i>	<i>\$2,088.00</i>
<i>3rd Party Collection</i>	<i>\$1,847.00</i>
<i>R.J. Chemicals, D'Angelo Brands</i>	<i>\$4,489.00</i>
<i>3rd Party Collection</i>	<i>\$1,221.00</i>
<i>DIA Solutions Inc.</i>	<i>\$13,479.00</i>
<i>3rd Party Collection</i>	<i>\$10,614.00</i>
<i>3rd Party Collection</i>	<i>\$2,809.00 (Fully Paid)</i>
<i>GFL Environmental Inc.</i>	<i>\$12,763.00 (\$6,143.00 Paid)</i>

Eight Statements of Claim were reported as follows:

<u>Court File</u>	<u>Plaintiff</u>	<u>Amount</u>
SU848-22	Canadian Energy Strategies Inc.	\$95,451.00
SU78658-22	United Dairy and Grocers Inc.	\$182,638.00
SC5130-21	2217307 Ontario Inc.	\$29,393.00
SC69-21	TEC Freight Ltd.	\$15,234.00
SU569910-1	Jayeshumar Desai	\$0.00
SC1119-18	John Andrew Farrell	\$25,000.00
SC633-18	Citiguard Security Ltd.	\$15,000.00
SU132881-1	Citiguard Security Ltd	\$0.00

No judgments were reported in the credit file.

8.1 Bankruptcy and Insolvency

Inquiries have been made with the Office of the Superintendent of Bankruptcy to discover if the subject corporation has ever filed for bankruptcy in Canada. These inquiries revealed no results in the name "2156775 Ontario Inc.". These inquiries revealed that "D'Angelo Brands Inc." declared Bankruptcy with Shimmerman Penn Title & Associates Inc. on October 8, 2008, with liabilities in the amount of \$0.00 and assets in the amount of \$0.00.

8.1 Writs and Execution Searches

Inquiries conducted in the municipality of Peel revealed there are three writs of execution registered against the subject corporation; please see attached.

9.0 Civil Litigation Searches

We have conducted a litigation search on the subject corporation in the Civil Superior Court of Justice by Plaintiff and Defendant. This search identified the following litigation matters in the variations of the corporation's name:

Business Name	Case Number	Court Location	Case Title
D'Angelo Brands Ltd	CV00CV1837680000	Toronto	CILQ-FM/CFYI-AM, A Division of WIC vs F. D'Angelo
D'Angelo Brands Ltd	CV01CV2060320000	Toronto	Glazier Canning Co. Ltd vs D'Angelo Frank
D'Angelo Brands	CV01CV2115230000	Toronto	Basler VS New York Food
D'Angelo Brands Ltd	CV01CV2224350000	Toronto	D'Angelo Brands -v- General Electric
D'Angelo Brands Ltd	CV02CL0044400000	Toronto	D'Angelo Brands Ltd. v General Electric et al
D'Angelo Brands Ltd	CV03CV2451540000	Toronto	Brown of Canada Ltd vs D'Angelo Brands Ltd
D'Angelo Brands Ltd	CV03CV2451880000	Toronto	International Suntrade vs D'Angelo
D'Angelo Brands Ltd	CV03CV2468980000	Toronto	Labelad vs D'Angelo Brands
D'Angelo Brands Ltd	CV03CV2550160000	Toronto	Forbo-Adhesives -v- D'Angelo
D'Angelo Brands Ltd	CV040000563500SR	Brampton	Watson v. D'Angelo Brands Ltd et al
D'Angelo Brands Ltd	CV04CV2638520000	Toronto	D'Angelo Brands Ltd. v. Boiler Inspection and Insurance Com
D'Angelo Brands Ltd	CV05000766340000	Newmarket	D'Angelo Brands Ltd. v. A. Lassonde Inc.
D'Angelo Brands Limited	CV06000045710000	Milton	Canadian Imperial Bank of Commerce v. Sheppard
D'Angel Brands Ltd. O/A D'Angelo	CV07000002120000	Orangeville	Tandem Air Specialists Ltd. v. D'Angelo Brands Ltd. o/a D'angelo Foods

Asset Investigation – 2156775 ONTARIO INC. (20221039) Page 7

Foods			
D'Angelo Brands Ltd.	CV07000002650000	Orangeville	Syme v. D'Angelo Brands Ltd
D'Angelo Brands Ltd.	CV07CV3314900000	Toronto	Murphy vs D'Angelo Brands Ltd
D'Angelo Brands Ltd.	CV07CV3385780000	Toronto	Ryll v. D'Angelo Brands Ltd. et al
D'Angelo Brands Ltd.	CV07CV3407620000	Toronto	Ryll v. D'Angelo Brands Ltd. et al
D'Angelo Brands Ltd.	CV08CV3482740000	Toronto	D'Angelo Brands Ltd. V. Baird MacGregor Insurance Brokers
2156775 Ontario Inc. COB as D'Angelo Brands	CV08000911430000	Newmarket	2156775 Ontario Inc. COB as D'Angelo Brands v. S.E.R.G.E Beverage Equipment & Service Inc. et al
2156775 Ontario Inc COB As D'Angelo Brands	CV090009742700SR	Newmarket	2156775 Ontario Inc COB as D'Angelo Brands v. Tanguay et al
2156775 Ontario Inc COB As D'Angelo Brands	CV110010343900SR	Newmarket	2156775 Ontario Inc COB as D'Angelo Brands v. East Coast Equipment Sales and Service, LLC
2156775 Ontario Inc.	CV11004392750000	Toronto	2156775 Ontario Inc. v. Corus Radio Company
2156775 Ontario Inc. COB As D'Angelo Brands	CV12000013970000	Brampton	2156775 Ontario Inc. cob as D'Angelo Brands v. Rexam Beverage Can Company et al
2156775 Ontario Inc. COB As D'Angelo Brands	CV120000139700A1	Brampton	2156775 Ontario Inc. cob as D'Angelo Brands v. Rexam Beverage Can Company et al
2156775 Ontario Inc	CV12004563710000	Toronto	2156775 Ontario Inc. v. Morrell
2156775	CV13004770380000	Toronto	Zigomanis v. 2156775 Ontario

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Asset Investigation – 2156775 ONTARIO INC. (20221039) Page 8

Ontario Inc. O/A D'Angelo Brands			Inc. O/A D'Angelo Brands
2156775 Ontario Inc.	CV13004823290000	Toronto	2156775 Ontario Inc. v. Just Energy Ontario LP et al
2156775 Ontario Inc. O/A D'Angelo Brands	CV14000001630000	Brampton	2156775 Ontario Inc. o/a D'Angelo Brands v. Awotunde
2156775 Ontario Inc. O/A D'Angelo Brands	CV14001183750000	Newmarket	2156775 Ontario Inc. O/A D'Angelo Brands v. Leclair
2156775 Ontario Inc. O/A D'Angelo Brands	CV14001185200000	Newmarket	2156775 Ontario Inc. O/A D'Angelo Brands v. I.V.E. Services Inc. et al
2156775 Ontario Inc. COB As D'Angelo Brands	CV14001188080000	Newmarket	D'Angelo et al v. Lipka et al
2156775 Ontario Inc. O/A D'Angelo Brands	CV14001197500000	Newmarket	2156775 Ontario Inc. O/A D'angelo Brands v. Urovitz
2156775 Ontario Inc.	CV14004987150000	Toronto	OLA Staffing Inc. v. 2156775 Ontario Inc
2156775 Ontario Inc. O/A D'Angelo Brands	CV15000001800000	Brampton	2156775 Ontario inc. o/a D'Angelo Brands v. Effah et al
2156775 Ontario Inc Carrying on Business	CV17001328810000	Newmarket	Citiguard Security Ltd. v. 2156775 Ontario Inc. Carrying on Business D'Angelo Brands et al

Asset Investigation – 2156775 ONTARIO INC.

(20221039)

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D'Angelo Brands			
2156775 ONTARIO LTD. O/A D'ANGELO BRANDS	CV17005699100000	Toronto	DESAI v. 2156775 ONTARIO LTD. o/a D'ANGELO BRANDS
2156775 Ontario Inc.	CV19000028940000	Brampton	2156775 Ontario Inc. v. City of Mississauga et al
2156775 Ontario Inc. COB As D'Angelo Brands	CV19000031970000	Brampton	2156775 Ontario Inc. COB as D'Angelo Brands v. The City of Mississauga et al
2156775 Ontario Inc. C.O.B. D'Angelo Brands	CV19001417600000	Newmarket	2156775 Ontario Inc. C.O.B. D'Angelo Brands v. Sherfam Inc.
2156775 Ontario Inc.	CV20000038880000	Brampton	Velox Staffing Solutions Inc. v. 2156775 Ontario Inc. et al
2156775 Ontario Inc. COB as D'Angelo Brands	CV21000030360000	Brampton	2156775 Ontario inc. COB As D'Angelo Brands v. The Regional Municipality of Peel et al
2156775 Ontario Inc. COB as D'Angelo Brands	CV21000034820000	Brampton	2156775 Ontario Inc. COB As D'Angelo Brands v. The Regional Municipality of Peel et al
2156775 Ontario Inc.	CV22000008480000	Kitchener	Canadian Energy Strategies Inc. v. 2156775 Ontario Inc.
2156775 Ontario Inc.	CV22000025730000	Newmarket	Tip Fleet Services Canada Ltd. v. 2156775 Ontario Inc.
2156775 Ontario Inc.	CV22000027560000	Newmarket	2156775 Ontario inc. et al v. Arizona Beverages of Canada et al
2156775 Ontario Inc.	CV22000786580000	Hamilton	United Dairy and Grocers Inc. v. 2156775 Ontario Inc. et al
2156775 Ontario Inc.	CV22006770690000	Toronto	Linde Canada Inc. v. 2156775 Ontario Inc.

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10.0 Bank Accounts and Investment Income

We have been unable to locate any banking institutions associated with the subject corporation's name.

Accordingly, unless otherwise instructed, this will complete our initial handling of the matter based on the budget you have authorized.

In the meantime, should you have any problems, questions or require further investigation, please do not hesitate to contact the writer at your convenience.

Yours respectfully,
THE CORPA GROUP INC.



**Kevin D. Bousquet, CFE
Certified Fraud Examiner
Manager**

KB/sg



Ministry of Government and
Consumer Services

Profile Report

D'ANGELO BRANDS as of March 30, 2022

Act	Business Names Act
Type of Filing	Business Name Registration - Corporation
Name	D'ANGELO BRANDS
Business Identification Number (BIN)	280317538
Registration Status	Active
Registration Date	March 20, 2018
Expiry Date	March 19, 2023
Principal Place of Business	4544 Eastgate Parkway, Mississauga, Ontario, Canada, L4W 3W6
Activity (NAICS Code)	[Not Provided] - [Not Provided]

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

Barbara Duckitt

Director/Registrar

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

Registrant Information

Name	2156775 ONTARIO INC.
Type	Ontario Business Corporation
Status	Active
Ontario Corporation Number (OCN)	2156775
Governing Jurisdiction	Canada - Ontario
Registered or Head Office Address	4544 Eastgate Parkway, Mississauga, Ontario, Canada, L4W 3W6

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

Barbara Duckitt

Director/Registrar

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

Person Authorizing Registration
Individual Name
Address for Service

Frank D'ANGELO
[Not Provided] [Not Provided], [Not Provided], [Not
Provided], [Not Provided], [Not Provided]

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

Sabrina Duckitt

Director/Registrar

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

Document List

Filing Name	Effective Date
Business Name Registration for a Corporation PAF: FRANK D'ANGELO	March 20, 2018

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

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

Barbara Duckitt

Director/Registrar

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



SEARCH CRITERIA

Product: PLT004 - Plate/VIN By Date With Address
 Plate #: GVEA785
 Search For Date: 2022-10-13
 Reference:
 Order #: 85537397
 Order Date/Time: 2022-10-13 07:56 EDT

 Plate/VIN By Date With Address

REGISTERED OWNER

Driver's Licence #/RIN: 161-039-071
 Type: Company
 Registrant Name: 2156775 ONTARIO INC
 Operating As: D'ANGELO BRANDS
 Registered Address: 4544 EASTGATE PARKWAY, MISSISSAUGA L4W3W6
 Mailing Address:
 Declaration:
 Stagger Date: Feb-28

ATTACHED VEHICLE

VIN: 3FMTK4SX5MME03950
 Class: Passenger
 Make: FORD
 Model: TKE
 Year: 2021
 Body Type: Utility
 Colour: Red
 # of Cylinders: 00
 Motive Power: Plug-in Electric
 Status: Fit
 Empty Weight:
 # of Axles:
 Declaration:
 Brand:

PLATE DETAILS

Plate#: GVEA785
 Series: Green Vehicle
 Status: Attached
 Plate Registration Date: 2022-01-24
 Graphic: 0000
 Slogan: 0000

VALIDATION TAG

ValTag #: 7245223
 Start Date: 2022-01-24
 Expiry Date: 2023-02-28
 Registered Gross Weight:
 Declaration:

PERMIT

Permit #: M3200061
 Date Issued: 2022-01-24

***** END OF RECORD *****



Commercial Report

Summary, Scores, Trades, Payment Trends, Ret. Cheques, Collections, Legal Items, Other Items, Company, Other files, Inquiries

EQUIFAX
COMMERCIAL CREDIT REPORT

2156775 ONTARIO INC.

4544 EASTGATE PKY
MISSISSAUGA, ON
L4W3W6

Report date : Oct 12, 2022
File opened : Mar 12, 2001

Telephone : 905-238-6300
Fax : 905-238-1837

File Number : 0084702218
Subject Number : AXL319
Reference Number :
Requestor ID : KBOUS

Primary SIC number - 5812 - (Retail-Eating Places)

*** SUMMARY ***

13	Number of Trades	Owed	270K
3rd Period Past Due	Owed	12,540	or 4%
Current	Owed	253K	or 93%
Highest Credit	Rptd	92,191	

Returned Cheques	.....	2 For	3,932	Last Returned Cheque ..	Jul 24, 2019
Collection Claims	....	10 For	54,112	Last Claim	Jul 06, 2022
Legal Suits	.....	8 For	362K	Last Legal Suit	Aug 12, 2022
Judgments	.....	0 For	0	Last Judgment	
Other Items	.....	2 For	0	Last Other Item	Jan 28, 2019

Credit Info score becomes 70 when data is received from the Supt Of Bankruptcy
Data is purged at 5 years. The CI score in the trend section is not affected.

*** SCORES ***

CDS Risk Class (40500-A-1) CLASS: 5

00005 CDS Score between 101 and 332. Very high risk of delinquency.

*** TRADE ITEMS ***

Supplier's Name/Industry Terms Amount/Pay Habits/Comments										
Rptd Date	Open Date	Credit Limit	Credit Limit Dt.	High Credit	Total Owing	Current \$	Past Due 1st	Past Due 2nd	Past Due 3rd	
FORD CREDIT: 877-636-7346 1,164, Inst/Monthly, Rate 1										
*Oct22	Oct21	0		75,544	66,182	66,182	0	0	0	
FORD CREDIT: 877-636-7346 1,248, Inst/Monthly, Rate 1										
*Oct22	Jun21	0		53,033	39,952	39,952	0	0	0	
MERCEDES-BENZ: Inst/Monthly, Rate 1										
*Oct22	Nov17	0		49,957	0	0	0	0	0	
Wholesale-Elec Appar: 2 0 0 0 0 0										
*Oct22		0		2	0	0	0	0	0	
Whls-Automobiles&0th: 1,527, Inst/Monthly, Rate 3, Account Secu										
*Sep22	Feb22	0		92,191	88,974	84,392	0	4,582	0	
Whls-Automobiles&0th: 1,725, Inst/Monthly, Rate 4, Account Secu										
*Sep22	May21	0		89,500	70,066	63,168	0	0	6,898	
Whlsl-Ind Machinery&: DLA-2020/12/11 Merged Accou										
*Sep22	Jun19	15,000		6	0	0	0	0	0	
Retail-Bldg/Hrdwr/Gd: 3,485 3,485 0 0 0 3,485										
*Aug22		0		3,485	3,485	0	0	0	3,485	

				90 Days	363K	268K	253K	0	4,582	10,383

Reported -----

Whisl-Plumbing/Heatg:							
*Apr22	0	2,157	2,157	0	0	0	2,157
EECOL ELECTRIC CORP: 403-243-5594							
*Mar22	0	2	0	0	0	0	0
Lending Institution: 335, Lease/Monthl, Satisfactory, Account Clos							
*Feb22	0	17,972	0	0	0	0	0
LINCOLN AFS LEASING: 313-390-7186 Inst/Monthly, Rate 1, Account Paid							
*Jan22 Jun20	0	42,934	0	0	0	0	0
BLUE CHIP LEASING: 416-614-9237 Lease/Monthl							
*Nov21 Dec20	0	60,747	0	0	0	0	0

13 months		487K	270K	253K	0	4,582	12,540

Reported -----

==LINCOLN AFS LEASIN: 313-390-7186 Inst/Monthly, Rate 1, Account Paid							
*Apr21 Jan17	0	48,000	0	0	0	0	0
==Lending Institutio: 413, Lease/Monthl, Satisfactory, Account Clos							
*Dec20	0	22,730	0	0	0	0	0
==VISA DESJARDINS: 514-397-4400 DLA-2020/03/26 62							
*Nov20 Mar12	1,537	1,537	1,223	1,005	0	0	218
==Wholesale-Elec App:							
*Nov20	0	409	409	409	0	0	0
==Wholesale-Elec App:							
*Oct20	0	7,165	0	0	0	0	0
==FORD CREDIT: 877-636-7346 Inst/Monthly, Rate 1, Account Paid							
*May20 Jan15	0	50,108	0	0	0	0	0
==Retail-Food Stores:							
*May20	0	2	0	0	0	0	0
==FORD CREDIT: 877-636-7346 Inst/Monthly, Rate 1, Account Paid							
*Oct19 Jan17	0	47,688	0	0	0	0	0
==Manufacturer -Petr: Open/Single							
*Nov18	0	2	0	0	0	0	0
==FORD CREDIT: 877-636-7346 Inst/Monthly, Rate 1, Account Paid							
*Oct18 May15	0	57,074	0	0	0	0	0
==Communication Serv:							
*Feb18	0	1,243	1,243	1,243	0	0	0

Note: * Indicates the data was supplied by an accounts receivable submission.

Note: == Indicates trades older than 13 months.

In some situations, payments beyond terms can be a result of misplaced invoices or disputed accounts.

*** PAYMENT TRENDS ***

Quarters	Number of Trades	Total Owning	Current \$	1st	Overdue 2nd	3rd
3 Qtr/2022	8	274,472	258,554	953	4,582	10,383
2 Qtr/2022	9	300,452	298,295	0	0	2,157
1 Qtr/2022	11	320,453	314,811	0	920	4,722
4 Qtr/2021	11	240,155	236,975	0	1,023	2,157
3 Qtr/2021	9	210,046	206,542	1,347	0	2,157
2 Qtr/2021	8	54,106	51,949	0	2,157	0
1 Qtr/2021	5	44,066	44,066	0	0	0
4 Qtr/2020	10	53,858	53,305	335	0	218
3 Qtr/2020	6	59,362	59,270	0	92	0

*** RETURNED CHEQUES ***

Sys. Date	Bank Date	Amount	Reason Returned	Status
Sep 13, 2019	Jul 24, 2019	2,771.03	NSF	Not Replaced
Creditor:				
Jun 20, 2018	May 16, 2018	1,161.70	NSF	Replaced
Creditor:				

*** COLLECTION CLAIMS RECEIVED ***

Debtor	D'ANGELO BRAND 2156775 ONTARI,DB222151	Date Placed	Jul 06, 2022
Creditor	3RD PARTY COLLECTION	Amount Placed	3,043
Agency	CREDIFAX ONTARIO LTD		
Comment	Placed for Collectn		
Debtor	D'ANGELO BRAND 2156775 ONTARI,DB222152	Date Placed	Jul 06, 2022

Creditor	3RD PARTY COLLECTION	Amount Placed	1,759
Agency	CREDIFAX ONTARIO LTD		
Comment	Placed for Collectn		
Debtor	D'ANGELO BRAND 2156775 ONTARI,DB222166	Date Placed	Jul 06, 2022
Creditor	3RD PARTY COLLECTION	Amount Placed	2,088
Agency	CREDIFAX ONTARIO LTD		
Comment	Placed for Collectn		
Debtor	D'ANGELO BRAND 2156775 ONTARI,DB222168	Date Placed	Jul 06, 2022
Creditor	3RD PARTY COLLECTION	Amount Placed	1,847
Agency	CREDIFAX ONTARIO LTD		
Comment	Placed for Collectn		
Debtor	D'ANGELO BRANDS,329481	Date Placed	Jun 14, 2022
Creditor	R.J. CHEMICALS,D'ANGELO BRANDS	Amount Placed	4,489
Agency	CREDIT BUREAU COLLECTIONS		
Comment	Placed for Collectn		
Debtor	2156775 ONTARIO INC O/A D,19562104	Date Placed	Apr 05, 2022
Creditor	3rd Party Collection	Amount Placed	1,221
Agency	TOTAL CREDIT RECOVERY LTD		
Comment	Placed for Collectn		
Debtor	2156775 ONTARIOINC,01220141265	Date Placed	Jan 14, 2022
Creditor	DIA SOLUTIONS INC	Amount Placed	13,479
Agency	METROPOLITAN CREDIT ADJUSTERS		
Comment	Placed for Collectn		
Debtor	D'ANGELO BRANDS (,DANGELOBR00020211230	Date Placed	Dec 30, 2021
Creditor	3rd Party Collection	Amount Placed	10,614
Agency	COLLECTION GROUP OF CANADA INC		
Comment	Placed for Collectn		
Debtor	2156775 ONTARIO INC. O/A,780281	Date Placed	Oct 14, 2021
Creditor	3rd Party Collection	Amount Placed	2,809
Agency	CANADIAN CREDIT CORPORATION	Amount Paid	2,809
Closed	Feb 07, 2022	Last Payment	Feb 04, 2022
Comment	Claim Collected		
Debtor	D'ANGELO BRANDS,118026	Date Placed	Jan 22, 2020
Creditor	GFL ENVIRONMENTAL INC.	Amount Placed	12,763
Agency	CASE RECEIVABLE MANAGEMENT INC	Amount Paid	6,143
		Last Payment	May 19, 2020
Comment	Placed for Collectn		

In some situations, accounts are sometimes placed for collection even though the account is disputed.

*** LEGAL INFORMATION SECTION ***

Statement of Claim:

Defendant	2156775 ONTARIO INC	Date	Aug 12, 2022
Plaintiff	CANADIAN ENERGY STRATEGIES INC	Court	General Divisio
Amount	95,451	Location	Kitchener
Reason	Monies Due	File #	SU848-22

Statement of Claim:

Defendant	2156775 ONTARIO INC	Date	May 02, 2022
Plaintiff	UNITED DAIRY AND GROCERS INC	Court	General Divisio
Amount	182,638	Location	Hamilton
Reason	Monies Due	File #	SU78658-22

Statement of Claim:

Defendant	2156775 ONTARIO INC/ETAL	Date	Dec 01, 2021
Plaintiff	2217307 ONTARIO INC &	SWA Court	General Divisio
Amount	29,393	Location	Brampton-Missis
Reason	Claims	File #	SC5130-21

Statement of Claim:

Defendant	D'ANGELO BRANDS LTD	Date	Jan 07, 2021
Plaintiff	TEC FREIGHT LTD	Court	General Divisio
Amount	15,234	Location	Brampton-Missis
Reason	Claims	File #	SC69-21

Statement of Claim:

Defendant	2156775 ONTARIO LTD	Date	Mar 20, 2018
Plaintiff	JAYESHUMAR DESAI	Court	General Divisio
Amount	0	Location	Toronto-Scarbor

File # SU569910-1

Statement of Claim:

Defendant	D'ANGELO BRANDS	Date	Feb 21, 2018
Plaintiff	JOHN ANDREW FARRELL	Court	General Divisio
Amount	25,000	Location	Brampton-Missis
Reason	Claims	File #	SC1119-18

Statement of Claim:

Defendant	D'ANGELO BRANDS	Date	Jan 30, 2018
Plaintiff	CITIGUARD SECURITY LTD	Court	General Divisio
Amount	15,000	Location	Brampton-Missis
Reason	Claims	File #	SC633-18

Statement of Claim:

Defendant	2156775 ONTARIO INC	Date	Oct 03, 2017
Plaintiff	CITIGUARD SECURITY LTD	Court	General Divisio
Amount	0	Location	Newmarket
Reason	Claims	File #	SU132881-1

* * * OTHER ITEMS * * *

Satisfied:

Defendant	D'ANGELO BRANDS	Date	Jan 28, 2019
Plaintiff	OLA STAFFING INC	Court	General Divisio
Amount	0	Location	Toronto-Scarbor
		File #	SU498715-1

Notice of Discontinuance:

Defendant	D'ANGELO BRANDS/ETAL	Date	Nov 29, 2017
Plaintiff	CITIGUARD SECURITY LTD	Court	General Divisio
Amount	0	Location	Newmarket
		File #	SU132881-17

* * * COMPANY INFORMATION * * *

Incorporation Number: 2156775, Effective Date: 2007/12/06
Provincial Charter / Ontario

Incorporation Number: 1540633, Effective Date: 2002/09/05
Provincial Charter / Ontario

Incorporation Number: 1295725, Effective Date: 1998/05/15
Provincial Charter / Ontario

Business Nature: Mfr-Other Food Preparations

* * * OTHER FILES INCLUDED IN THIS REPORT * * *

D'ANGELO BRANDS LTD. 14 BREWSTER RD BRAMPTON, ON L6T5B7	File Number : 0042432091 Subject number : LD1581
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2156775 ONTARIO INC. 162 CAMLAREN CRES KLEINBURG, ON L0J1C0	File Number : 0160062916 Subject number : NUX292
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2156775 ONTARIO INC 4544 EASTGATE PKY MISSISSAUGA, ON L4W3W6	File Number : 0154967087 Subject number : MZQ035
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2156775 ONTARIO INC. 4544 EASTGATE PKY MISSISSAUGA, ON L4W3W6	File Number : 0151334563 Subject number : MKV807
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2156775 ONTARIO INC. 4544 EASTGATE PKY MISSISSAUGA, ON L4W3W6	File Number : 0148465371 Subject number : LYY972
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2156775 ONTARIO LTD O/A D ANGELO BRANDS 5901 TOMKEN RD MISSISSAUGA, ON L4W4K3	File Number : 0148082375 Subject number : LXN154
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D'ANGELO BRANDS 88 FARRELL DR TIVERTON, ON N0G2T0	File Number : 0136638173 Subject number : XCD772
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2156775 ONTARIO INC 1625 ENTERPRISE RD MISSISSAUGA, ON L4W4L4	File Number : 0124882648 Subject number : HFR086
2156775 ONTARIO INC 4500 EASTGATE PKY MISSISSAUGA, ON L4W3W6	File Number : 0090940252 Subject number : BX8414
D'ANGELO BRANDS 4544 EASTGATE PKY MISSISSAUGA, ON L4W3W6	File Number : 0085829114 Subject number : BBS765
D ANGELO BRANDS 4544 EASTGATE PKY MISSISSAUGA, ON L4W3W6	File Number : 0083242507 Subject number : ARX619
D' ANGELO BRANDS 14 BREWSTER RD BRAMPTON, ON L6T5B7	File Number : 0070950421 Subject number : WY4157
DANGELO BRANDS 88 FARRELL DR TIVERTON, ON N0G2T0	File Number : 0067635078 Subject number : VS2761
1540633 ONTARIO INC. 88 FARRELL DR TIVERTON, ON N0G2T0	File Number : 0064088025 Subject number : UJ0303
D'ANGELO BRANDS LTD. 14 BREWSTER RD BRAMPTON, ON L6T5B7	File Number : 0061997830 Subject number : TP0285

* * * RECENT INQUIRIES * * *

Oct 04, 2022	Business Services	
Jun 20, 2022	Government	
Apr 28, 2022	CAN WESTERN BK WAVE	(780)423-9718
Mar 21, 2022	Lending Institution	
Jan 17, 2022	Business Services	
Jan 11, 2022	Whls-Automobiles&Other MVs	
Jan 04, 2022	FORDCREDIT	(800)567-2426
Oct 22, 2021	WELLS FARGO FIN CO	(514)394-2938
Oct 21, 2021	RBC ROYAL CREDIT SRV	(800)769-2511
Oct 21, 2021	FORDCREDIT	(800)567-2426
Oct 13, 2021	EASY LEASE CORP	(416)497-4441
Oct 07, 2021	CJR WHOLESALE GROCER	(905)671-8100
Aug 26, 2021	Retail-Bldg/Hrdwr/Gdn Mterial	
Aug 11, 2021	Lending Institution	
Aug 10, 2021	CND CORP LEGAL INC	(416)784-3770
Aug 04, 2021	DE LAGE LANDEN FIN	(905)465-3160
Aug 04, 2021	Lending Institution	
Aug 04, 2021	Lending Institution	
Jun 16, 2021	Whlsl-Othr Electronic Pts&Equip	
Jun 03, 2021	FORD CR CDA LEASING	(800)567-2426
May 11, 2021	CJR WHOLESALE GROCER	(905)671-8100
May 04, 2021	Whls-Automobiles&Other MVs	
Apr 22, 2021	Lending Institution	
Apr 21, 2021	Lending Institution	
Jan 11, 2021	Factoring Company	
Nov 23, 2020	Business Services	
Sep 29, 2020	BLUE CHIP LEASING	(416)614-9237
Aug 19, 2020	Business Services	
Aug 19, 2020	Business Services	
Jul 29, 2020	FEDDEV ONTARIO	(416)973-6276

End Of Report



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**Bankruptcy and Insolvency Records Search (BIA) search results |
Résultats de la recherche dans le Registre des dossiers de faillite et d'insolvabilité (LFI)**

2022-10-12

Search Criteria | Critères de recherche :

Name | Nom = 2156775 Ontario Inc.

Reference | Référence :

A search of the Office of the Superintendent of Bankruptcy records has revealed no information, for the period 1978 to 2022-10-06, based on the search criteria above-mentioned.

Une recherche dans le registre du Bureau du surintendant des faillites n'a révélé aucune information pour la période allant de 1978 à 2022-10-06, selon les critères de recherche susmentionnés.

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Insolvency System

Protéger l'intégrité
du système
d'insolvabilité



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**Bankruptcy and Insolvency Records Search (BIA) search results |
Résultats de la recherche dans le Registre des dossiers de faillite et d'insolvabilité (LFI)**

2022-10-12

Search Criteria | Critères de recherche :
Reference | Référence :

Name | Nom = D'Angelo Brands

A search of the Office of the Superintendent of Bankruptcy records has revealed the following information, for the period 1978 to 2022-10-06, based on the search criteria above-mentioned.

Une recherche dans les dossiers du Bureau du surintendant des faillites a permis de trouver l'information suivante, pour la période allant de 1978 à 2022-10-06, selon les critères de recherche susmentionnés.

BIA Estate Number | Numéro du dossier en vertu de la LFI :	32-157601
BIA Estate Name | Nom du dossier en vertu de la LFI :	D'ANGELO BRANDS, INC
Birth Date | Date de naissance :	
Province :	Ontario | Ontario
Address | Adresse :	14 BREWSTER RD, BRAMPTON, Ontario, L6T5B7
Estate Type | Type de dossier :	RECEIVERSHIP | MISE SOUS SÉQUESTRE
Date of Proceeding | Date de la procédure :	2008-10-08
Total Liabilities* | Total du passif* :	\$0
Total Assets* | Total de l'actif* :	\$0
First Meeting of Creditors | Première assemblée des créanciers :	
Discharge Status | Statut de la libération :	
Effective Date | Date d'entrée en vigueur :	
Court Number | Numéro de cour :	

* As declared by debtor | Tel que déclaré par le débiteur

Appointed Licensed Insolvency Trustee or Administrator | Syndic autorisé en insolvabilité ou administrateur nommé :	SHIMMERMAN PENN TITLE & ASSOCIATES INC.
Responsible Person | Personne responsable :	TITLE, SHELDON JAY
Address | Adresse :	111 Richmond ST W, Suite 300, Toronto, Ontario, Canada, M5H2G4
Telephone | Téléphone :	416-263-6945
Fax | Télécopieur :	416-323-5242
Licensed Insolvency Trustee or Administrator's Discharge Date Date de la libération du syndic autorisé en insolvabilité ou de l'administrateur :	2009-05-26

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EXECUTION CERTIFICATE / CERTIFICAT D'EXÉCUTION FORCÉE

SHERIFF OF / SHÉRIF DE : REGIONAL MUNICIPALITY OF PEEL (BRAMPTON)

CERTIFICATE # / 46137334-0629006B

N° DE CERTIFICAT :

DATE OF CERTIFICATE / 2022-OCT-17

DATE DU CERTIFICAT :

SHERIFF'S STATEMENT

THIS CERTIFIES THAT LISTED BELOW ARE ALL WRITS OF EXECUTION, ORDERS AND CERTIFICATES OF LIEN FILED AND ENTERED INTO THE ELECTRONIC DATABASE MAINTAINED BY THIS OFFICE IN ACCORDANCE WITH SECTION 10 OF THE EXECUTION ACT AT THE TIME OF SEARCHING AGAINST THE REAL AND PERSONAL PROPERTY OF:

DÉCLARATION DU SHÉRIF

LE PRÉSENT CERTIFICAT ATTESTE QUE TOUTES LES ORDONNANCES ET TOUS LES BREFS D'EXÉCUTION FORCÉE ET CERTIFICATS DE PRIVILÈGE ÉNUMÉRÉS CI-DESSOUS ONT ÉTÉ DÉPOSÉS ET INSCRITS DANS LA BASE DE DONNÉES ÉLECTRONIQUE MAINTENUE PAR CE BUREAU AUX TERMES DE L'ARTICLE 10 DE LA LOI SUR L'EXÉCUTION FORCÉE AU MOMENT DE LA RECHERCHE VISANT LES BIENS MEUBLES ET IMMEUBLES DE :

NAME SEARCHED / NOM RECHERCHÉ

PERSON OR COMPANY / PERSONNE OU SOCIÉTÉ	NAME OR SURNAME, GIVEN NAME(S) / NOM OU NOM DE FAMILLE, PRÉNOM(S)
COMPANY / SOCIÉTÉ	2156775 ONTARIO INC.

SEARCH RESULTS / RÉSULTATS DE LA RECHERCHE

EXECUTION # / N° D'EXÉCUTION FORCÉE	DEBTOR NAME(S) / NOM(S) DU(DES) DÉBITEUR(S)
19-0001300*	2156775 ONTARIO INC.
21-0002686*	2156775 ONTARIO INC.
22-0002027*	2156775 ONTARIO INC.

CAUTION TO PARTY REQUESTING SEARCH:

1. IT IS THE RESPONSIBILITY OF THE REQUESTING PARTY TO ENSURE THAT THE NAME SEARCHED IS CORRECT.
2. WRITS, ORDERS OR CERTIFICATES OF LIEN MAY BE REMOVED FROM THE SHERIFF'S INDEX ANYTIME AFTER THIS SEARCH AND THEREFORE MAY NOT APPEAR ON A SUBSEQUENT SEARCH FOR THE SAME NAME ON THIS DATE OR IN FUTURE.
3. WRITS FILED WITH THE SHERIFF DO NOT BECOME EFFECTIVE WITHIN THE WRITS SYSTEM UNTIL THE FOLLOWING BUSINESS DAY.

AVERTISSEMENT À LA PARTIE QUI DEMANDE LA RECHERCHE :

1. IL INCOMBE À LA PARTIE QUI DEMANDE LA RECHERCHE DE S'ASSURER QUE LE NOM RECHERCHÉ EST EXACT.

2. LES BREFS D'EXÉCUTION FORCÉE, LES ORDONNANCES OU LES CERTIFICATS DE PRIVILÈGE PEUVENT ÊTRE RETIRÉS DU RÉPERTOIRE DU SHÉRIF EN TOUT TEMPS APRÈS CETTE RECHERCHE ET, PAR CONSÉQUENT, ILS PEUVENT NE PAS APPARAÎTRE LORS D'UNE RECHERCHE SUBSÉQUENTE VISANT LE MÊME NOM À CETTE DATE OU À L'AVENIR.
3. LES BREFS D'EXÉCUTION FORCÉE DÉPOSÉS AUPRÈS DU SHÉRIF NE PRENNENT EFFET DANS LE SYSTÈME DE BREFS QUE LE PROCHAIN JOUR OUVRABLE

CHARGE FOR THIS CERTIFICATE CA\$12.15
/ FRAIS POUR CE CERTIFICAT :

(*) WRIT REGISTERED AT LAND TITLES / BREF ENREGISTRÉ AU BUREAU D'ENREGISTREMENT DES DROITS IMMOBILIERS


WRIT DETAILS REPORT / RAPPORT DES DÉTAILS DU BREF

SHERIFF OF / SHÉRIF DE : REGIONAL MUNICIPALITY OF PEEL (BRAMPTON)

CERTIFICATE # / 46137339-4543483B

N° DE CERTIFICAT :

DATE OF CERTIFICATE / 2022-OCT-17 / 2022-OCT.-17

DATE DU CERTIFICAT :

IF THERE IS INFORMATION CONTAINED IN THIS FORM IN FRENCH AND YOU REQUIRE IT IN ENGLISH, CONTACT THE SHERIFF

S'IL Y A DES INFORMATIONS EN ANGLAIS DANS CE FORMULAIRE ET QUE VOUS EN AVEZ BESOIN EN FRANÇAIS, CONTACTEZ LE SHÉRIF

SHERIFF'S STATEMENT

IT IS HEREBY CERTIFIED THAT THE INFORMATION CONTAINED BELOW IS A TRUE REPRESENTATION OF INFORMATION WITHIN THE ELECTRONIC DATABASE MAINTAINED BY THIS OFFICE IN ACCORDANCE WITH SECTION 10 OF THE *EXECUTION ACT*, AT THE TIME OF THE REPORT REQUEST.

DÉCLARATION DU SHÉRIF

IL EST CERTIFIÉ, PAR LA PRÉSENTE, QUE LES RENSEIGNEMENTS CI-APRÈS REPRODUISENT EXACTEMENT L'INFORMATION CONTENUE DANS LA BASE DE DONNÉES ÉLECTRONIQUE MAINTENUE PAR CE BUREAU AUX TERMES DE L'ARTICLE 10 DE LA *LOI SUR L'EXÉCUTION FORCÉE* AU MOMENT DE LA DEMANDE DE RAPPORT.

FILE DETAILS / DÉTAILS DU DOSSIER

EXECUTION # / N° D'EXÉCUTION FORCÉE : 19-0001300
ISSUE DATE / DATE DE DÉLIVRANCE : 2019-FEB-13
EXPIRY DATE / DATE D'EXPIRATION : 2025-AUG-13
EFFECTIVE DATE / DATE DE PRISE D'EFFET : 2019-APR-23
COURT FILE OR REFERENCE # / N° DE DOSSIER DU TRIBUNAL OU DE RÉFÉRENCE : CV-14-498715
COURT TYPE / TYPE DE TRIBUNAL : SCJ - CIVIL
JURISDICTION / TERRITOIRE DE COMPÉTENCE : TORONTO

DEBTOR SEARCH NAME(S) / NOM(S) DU(DES) DÉBITEUR(S) RECHERCHÉ(S)

#	DEBTOR TYPE / TYPE DE DÉBITEUR	DEBTOR NAME(S) / NOM(S) DU(DES) DÉBITEUR(S)
1.	COMPANY / SOCIÉTÉ	2156775 ONTARIO INC
2.	COMPANY / SOCIÉTÉ	D'ANGELO BRANDS

PARTY DETAILS / COORDONNÉES DES PARTIES

DEFENDANT / DÉFENDEUR

1.	NAME / NOM :	2156775 ONTARIO INC O/A
2.	NAME / NOM :	D'ANGELO BRANDS

CREDITOR / CRÉANCIER

 C/O LAWYER/AGENT / A/S PROCUREUR/AGENT

1.	COMPANY / SOCIÉTÉ :	OLA STAFFING INC.
	ADDRESS / ADRESSE :	4000 STEELES AVE WEST, UNIT # 3, WOODBIDGE, ONTARIO, CANADA, L4L 4V9

LAWYER/AGENT / PROCUREUR/AGENT

 SAME AS FIRST CREDITOR / MÊME QUE LE PREMIER CRÉANCIER

NAME / NOM :		
FIRM NAME / NOM DE L'ENTREPRISE :		HICKS MORLEY HAMILTON STEWART STORIE LLP
ADDRESS / ADRESSE :		77 KING STREET WEST, 39TH FLOOR TORONTO ON M5K 1K8 TEL: 416-864-7483 ATTN.; KATHRYN J. BIRD AND EDWARD J O'DWYER

JUDGMENT/COST DETAILS / DÉTAILS DU JUGEMENT/DÉPENS

#	JUDGMENT OR COSTS / JUGEMENT OU DÉPENS	AMOUNT / MONTANT	INTEREST RATE / TAUX D'INTÉRÊT	START DATE / DATE DE DÉBUT
1.	JUDGMENT / JUGEMENT	CAD 10,000.00	3.0000%	2018-NOV-16
	COSTS / DÉPENS	CAD 0.00	0.0000%	
	AGAINST DEBTORS / CONTRE LES DÉBITEURS	ALL DEBTORS / TOUS LES DÉBITEURS		
2.	JUDGMENT / JUGEMENT	CAD 65,780.09	2.0000%	2018-FEB-10
	COSTS / DÉPENS	CAD 0.00	0.0000%	
	AGAINST DEBTORS / CONTRE LES DÉBITEURS	ALL DEBTORS / TOUS LES DÉBITEURS		
3.	JUDGMENT / JUGEMENT	CAD 173,091.16	2.0000%	2017-DEC-11
	COSTS / DÉPENS	CAD 0.00	0.0000%	
	AGAINST DEBTORS / CONTRE LES DÉBITEURS	ALL DEBTORS / TOUS LES DÉBITEURS		
4.	JUDGMENT / JUGEMENT	CAD 56,595.72	2.0000%	2017-DEC-11
	COSTS / DÉPENS	CAD 0.00	0.0000%	
	AGAINST DEBTORS / CONTRE LES DÉBITEURS	ALL DEBTORS / TOUS LES DÉBITEURS		

FINANCIAL TRANSACTIONS / OPÉRATIONS FINANCIÈRES

#	FEE OR PAYMENT / FRAIS OU PAIEMENT	TRANSACTION DATE / DATE D'OPÉRATION	AMOUNT / MONTANT	REFERENCE OR NOTES / RÉFÉRENCE OU NOTES
1.	FEE / FRAIS	2019-FEB-13	CAD 50.00	LAWYER'S FEE FOR ISSUANCE
2.	FEE / FRAIS	2019-FEB-13	CAD 70.00	ISSUANCE FEE
3.	FEE / FRAIS	2019-APR-18	CAD 100.00	FILING FEE

COMMENTS / REMARQUES

2021-11-05 - EXPIRATION DATE EXTENDED BY 182 DAYS TO ACCOUNT FOR THE LIMITATIONS PERIOD ORDER UNDER THE EMERGENCY MANAGEMENT AND CIVIL PROTECTION ACT THAT ENDED IN SEPTEMBER 2020.

CURRENT EXPIRY DATE: 2025-02-12
NEW EXPIRY DATE: 2025-08-13

CAUTION:

ENSURE THAT THE NAME AND EXECUTION# (NUMBER) MATCH YOUR REQUEST.

AVERTISSEMENT :

ASSUREZ-VOUS QUE LE NOM ET LE NUMÉRO DU DOSSIER D'EXÉCUTION FORCÉE SONT LES MÊMES QUE CEUX QUI SE TROUVENT DANS VOTRE DEMANDE.

CHARGE FOR THIS REPORT / CAD 6.65
FRAIS POUR CE RAPPORT :


WRIT DETAILS REPORT / RAPPORT DES DÉTAILS DU BREF

SHERIFF OF / SHÉRIF DE : REGIONAL MUNICIPALITY OF PEEL (BRAMPTON)

CERTIFICATE # / 46137344-5013835B

N° DE CERTIFICAT :

DATE OF CERTIFICATE / 2022-OCT-17 / 2022-OCT.-17

DATE DU CERTIFICAT :

IF THERE IS INFORMATION CONTAINED IN THIS FORM IN FRENCH AND YOU REQUIRE IT IN ENGLISH, CONTACT THE SHERIFF

S'IL Y A DES INFORMATIONS EN ANGLAIS DANS CE FORMULAIRE ET QUE VOUS EN AVEZ BESOIN EN FRANÇAIS, CONTACTEZ LE SHÉRIF

SHERIFF'S STATEMENT

IT IS HEREBY CERTIFIED THAT THE INFORMATION CONTAINED BELOW IS A TRUE REPRESENTATION OF INFORMATION WITHIN THE ELECTRONIC DATABASE MAINTAINED BY THIS OFFICE IN ACCORDANCE WITH SECTION 10 OF THE *EXECUTION ACT*, AT THE TIME OF THE REPORT REQUEST.

DÉCLARATION DU SHÉRIF

IL EST CERTIFIÉ, PAR LA PRÉSENTE, QUE LES RENSEIGNEMENTS CI-APRÈS REPRODUISENT EXACTEMENT L'INFORMATION CONTENUE DANS LA BASE DE DONNÉES ÉLECTRONIQUE MAINTENUE PAR CE BUREAU AUX TERMES DE L'ARTICLE 10 DE LA *LOI SUR L'EXÉCUTION FORCÉE* AU MOMENT DE LA DEMANDE DE RAPPORT.

FILE DETAILS / DÉTAILS DU DOSSIER

EXECUTION # / N° D'EXÉCUTION FORCÉE : 21-0002686

ISSUE DATE / DATE DE DÉLIVRANCE : 2021-OCT-13

EXPIRY DATE / DATE D'EXPIRATION : 2027-OCT-12

EFFECTIVE DATE / DATE DE PRISE D'EFFET : 2021-NOV-05

COURT FILE OR REFERENCE # / N° DE DOSSIER DU TRIBUNAL OU DE RÉFÉRENCE : 829779354TE0001

COURT TYPE / TYPE DE TRIBUNAL : OTHER

JURISDICTION / TERRITOIRE DE COMPÉTENCE : MOF

DEBTOR SEARCH NAME(S) / NOM(S) DU(DES) DÉBITEUR(S) RECHERCHÉ(S)

#	DEBTOR TYPE / TYPE DE DÉBITEUR	DEBTOR NAME(S) / NOM(S) DU(DES) DÉBITEUR(S)
1.	COMPANY / SOCIÉTÉ	2156775 ONTARIO INC
2.	COMPANY / SOCIÉTÉ	D'ANGELO BRANDS

PARTY DETAILS / COORDONNÉES DES PARTIES

DEFENDANT / DÉFENDEUR

1.	NAME / NOM :	2156775 ONTARIO INC
2.	NAME / NOM :	D'ANGELO BRANDS

CREDITOR / CRÉANCIER **C/O LAWYER/AGENT / A/S PROCUREUR/AGENT**

1.	COMPANY / SOCIÉTÉ :	MINISTRY OF FINANCE IN THE MATTER OF THE EMPLOYER HEALTH TAX ACT, R.S.O. 1990, C.E.11
	ADDRESS / ADRESSE :	COLLECTION SUPPORT OPERATIONS 33 KING STREET WEST, 6TH FLOOR, OSHAWA, ONTARIO, CANADA, L1H 8H5
	TELEPHONE / TÉLÉPHONE :	866-668-8297
	FAX / TÉLÉCOPIEUR :	905-436-4474

LAWYER/AGENT / PROCUREUR/AGENT **SAME AS FIRST CREDITOR / MÊME QUE LE PREMIER CRÉANCIER****COMMENTS / REMARQUES**

2021-11-04 - JUDGMENT:

\$12,603.80 AND INTEREST AT THE PRESCRIBED RATE AND CALCULATED IN THE PRESCRIBED MANNER FROM THE 13TH DAY OF OCTOBER 2021

CAUTION:

ENSURE THAT THE NAME AND EXECUTION# (NUMBER) MATCH YOUR REQUEST.

AVERTISSEMENT :

ASSUREZ-VOUS QUE LE NOM ET LE NUMÉRO DU DOSSIER D'EXÉCUTION FORCÉE SONT LES MÊMES QUE CEUX QUI SE TROUVENT DANS VOTRE DEMANDE.

**CHARGE FOR THIS REPORT /
FRAIS POUR CE RAPPORT :**

CAD 6.65


WRIT DETAILS REPORT / RAPPORT DES DÉTAILS DU BREF

SHERIFF OF / SHÉRIF DE : REGIONAL MUNICIPALITY OF PEEL (BRAMPTON)

CERTIFICATE # / 46137353-3954000B

N° DE CERTIFICAT :

DATE OF CERTIFICATE / 2022-OCT-17 / 2022-OCT.-17

DATE DU CERTIFICAT :

IF THERE IS INFORMATION CONTAINED IN THIS FORM IN FRENCH AND YOU REQUIRE IT IN ENGLISH, CONTACT THE SHERIFF

S'IL Y A DES INFORMATIONS EN ANGLAIS DANS CE FORMULAIRE ET QUE VOUS EN AVEZ BESOIN EN FRANÇAIS, CONTACTEZ LE SHÉRIF

SHERIFF'S STATEMENT

IT IS HEREBY CERTIFIED THAT THE INFORMATION CONTAINED BELOW IS A TRUE REPRESENTATION OF INFORMATION WITHIN THE ELECTRONIC DATABASE MAINTAINED BY THIS OFFICE IN ACCORDANCE WITH SECTION 10 OF THE EXECUTION ACT, AT THE TIME OF THE REPORT REQUEST.

DÉCLARATION DU SHÉRIF

IL EST CERTIFIÉ, PAR LA PRÉSENTE, QUE LES RENSEIGNEMENTS CI-APRÈS REPRODUISENT EXACTEMENT L'INFORMATION CONTENUE DANS LA BASE DE DONNÉES ÉLECTRONIQUE MAINTENUE PAR CE BUREAU AUX TERMES DE L'ARTICLE 10 DE LA LOI SUR L'EXÉCUTION FORCÉE AU MOMENT DE LA DEMANDE DE RAPPORT.

FILE DETAILS / DÉTAILS DU DOSSIER

EXECUTION # / N° D'EXÉCUTION FORCÉE : 22-0002027

ISSUE DATE / DATE DE DÉLIVRANCE : 2022-SEP-27

EXPIRY DATE / DATE D'EXPIRATION : 2028-SEP-26

EFFECTIVE DATE / DATE DE PRISE D'EFFET : 2022-SEP-28

COURT FILE OR REFERENCE # / N° DE DOSSIER DU TRIBUNAL OU DE RÉFÉRENCE : CV-22-00002573-0000

COURT TYPE / TYPE DE TRIBUNAL : SCJ - CIVIL

JURISDICTION / TERRITOIRE DE COMPÉTENCE : NEWMARKET

DEBTOR SEARCH NAME(S) / NOM(S) DU(DES) DÉBITEUR(S) RECHERCHÉ(S)

#	DEBTOR TYPE / TYPE DE DÉBITEUR	DEBTOR NAME(S) / NOM(S) DU(DES) DÉBITEUR(S)
1.	COMPANY / SOCIÉTÉ	2156775 ONTARIO INC.
2.	COMPANY / SOCIÉTÉ	D'ANGELO BRANDS

PARTY DETAILS / COORDONNÉES DES PARTIES

DEFENDANT / DÉFENDEUR

1.	NAME / NOM :	2156775 ONTARIO INC. OPERATING AS D'ANGELO BRANDS
----	---------------------	---

CREDITOR / CRÉANCIER **C/O LAWYER/AGENT / A/S PROCUREUR/AGENT**

1.	COMPANY / SOCIÉTÉ :	TIP FLEET SERVICES CANADA LTD.
	ADDRESS / ADRESSE :	C/O CASSONE, MICHAEL HARRISON PENSA LLP 450 TALBOT STREET, LONDON, ON, N6A 5J6, CANADA EMAIL: MCASSONE@HARRISONPENSA.COM TEL: 519-679-9660 EXT 765 FAX: 519-667-3362

LAWYER/AGENT / PROCUREUR/AGENT **SAME AS FIRST CREDITOR / MÊME QUE LE PREMIER CRÉANCIER**

	NAME / NOM :	CASSONE, MICHAEL
	FIRM NAME / NOM DE L'ENTREPRISE :	HARRISON PENSA LLP
	ADDRESS / ADRESSE :	450 TALBOT STREET, LONDON, ON, N6A 5J6, CANADA EMAIL: MCASSONE@HARRISONPENSA.COM TEL: 519-679-9660 EXT 765 FAX: 519-667-3362

FINANCIAL TRANSACTIONS / OPÉRATIONS FINANCIÈRES

#	FEE OR PAYMENT / FRAIS OU PAIEMENT	TRANSACTION DATE / DATE D'OPÉRATION	AMOUNT / MONTANT	REFERENCE OR NOTES / RÉFÉRENCE OU NOTES
1.	FEE / FRAIS	2022-SEP-27	CAD 37.23	VALUE ADD FEE
2.	FEE / FRAIS	2022-SEP-27	CAD 50.00	PREPARATION FEE UNDER RULE 60.19
3.	FEE / FRAIS	2022-SEP-27	CAD 73.00	ISSUANCE FEE
4.	FEE / FRAIS	2022-SEP-27	CAD 100.00	FILING FEE

COMMENTS / REMARQUES

ISSUED & FILED BY IAN WALLACE ON SEP 27, 2022 02:50 P.M. EST REMOTELY

FEE OF 210.23 COLLECTED

JUDGMENT/COST DETAILS COULD NOT BE STORED WITHIN AVAILABLE FIELDS. SEE DETAILS BELOW.

JUDGMENT CURRENCY:CDN, JUDGMENT/ORDER AMOUNT:\$9553.36, POST JUDGMENT INTEREST RATE CALCULATION

DETAILS: INTEREST IN ACCORDANCE WITH THE COURTS OF JUSTICE ACT. JUDGMENT DEBTOR(S): ALL DEBTORS COST

CURRENCY:CDN, COST AMOUNT:\$351.00, COST DEBTOR(S): ALL DEBTORS

CAUTION:

ENSURE THAT THE NAME AND EXECUTION# (NUMBER) MATCH YOUR REQUEST.

AVERTISSEMENT :

ASSUREZ-VOUS QUE LE NOM ET LE NUMÉRO DU DOSSIER D'EXÉCUTION FORCÉE SONT LES MÊMES QUE CEUX QUI SE TROUVENT DANS VOTRE DEMANDE.

**CHARGE FOR THIS REPORT /
FRAIS POUR CE RAPPORT :** CAD 6.65

2156775 ONTARIO INC. cob as D'ANGELO BRANDS v. THE CITY OF MISSISSAUGA, et al. Court File No. CV-21-00003036-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at **Brampton**

AFFIDAVIT OF HARVEY GREBER
(Sworn October 28, 2022)

CITY OF MISSISSAUGA

Legal Services Division
300 City Centre Drive, 4th Floor
Mississauga, ON L5B 3C1

Colin Holland – LS#65539Q

Tel: 905-615-3200 ext. 8532

Email: colin.holland@mississauga.ca

Lawyers for the Defendant The City of
Mississauga

This is Exhibit "**B**" referred to in the **Affidavit**
of LOUISE COOKE sworn before me
this 11th day of April, 2023.

A handwritten signature in black ink, appearing to read "C. Hill", written over a horizontal dotted line.

A Commissioner for Taking Affidavits

Court File No. CV-21-00003036-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

2156775 ONTARIO INC. cob as D'ANGELO BRANDS

Plaintiff

- and -

**THE REGIONAL MUNICIPALITY OF PEEL
and THE CITY OF MISSISSAUGA**

Defendants

ANTICIPATED BILL OF COSTS

AMOUNT CLAIMED FOR INCURRED AND ANTICIPATED FEES

Stage	Payment Deadline	Amount	Amount inc. HST
Fees to date and ongoing day-to-day file management	30 days from date of Order	\$12,226.00	\$13,815.38
Discovery	30 days before date of first examination for discovery	\$9,940.00	\$11,232.20
Pre-trial / Mediation	30 days before date of pre-trial conference or mediation	\$1,800.00	\$2,034.00
Trial	30 days before commencement of trial	\$19,320.00	\$21,831.60
			\$48,913.18

STATEMENT OF EXPERIENCE

A claim for fees is being made with respect to the following people:

Name	Year of Call	Partial Indemnity Rate	Actual Rate
Colin Holland	2014	\$180.00	\$300.00
Trista Arruda	Law Clerk	\$80.00	\$150.00

FILE MANAGEMENT (INCURRED TO DATE – SEE SCHEDULE “A”)

Assignment of file, review and organization of documents, provide status updates, receipt of correspondence, receipt of instructions from client

Name	Hours	Partial Indemnity Rate	Total
Colin Holland	21.5	\$180.00	\$3,870.00
			\$3,870.00

FILE MANAGEMENT (ANTICIPATED)

Name	Hours	Partial Indemnity Rate	Total
Colin Holland	10	\$180.00	\$1,800.00
Trista Arruda	14	\$80.00	\$1,120.00
			\$2,920.00

PLEADINGS (INCURRED TO DATE – SEE SCHEDULE “B”)

Review Statement of Claim, draft Statement of Defence, review Reply, review and respond to “Demand for Documents,” legal research re key issues

Name	Hours	Partial Indemnity Rate	Total
Colin Holland	30.2	\$180.00	\$5,436.00
			\$5,436.00

DISCOVERY (ANTICIPATED)

Preparation of Affidavit of Documents (1 day); preparation for examinations for discovery (2 days); attend examinations for discovery (5 days for 8 parties (including four named individuals in similar actions); undertakings compliance (1 day)

Name	Hours	Partial Indemnity Rate	Total
Colin Holland	49	\$180.00	\$8,820.00
Trista Arruda	14	\$80.00	\$1,120.00
			\$9,940.00

MEDIATION AND/OR PRE-TRIAL CONFERENCE (ANTICIPATED)

Draft mediation/pre-trial conference memo; attend mediation/pre-trial conference

Name	Hours	Partial Indemnity Rate	Total
Colin Holland	10	\$180.00	\$1,800.00

TRIAL (ANTICIPATED)
Prepare for and attend trial (7 days)

Name	Hours	Partial Indemnity Rate	Total
Colin Holland	98	\$180.00	\$17,640.00
Trista Arruda	21	\$80.00	\$1,680.00
			\$19,320.00

November 1, 2022

CITY OF MISSISSAUGA

Legal Services Division
300 City Centre Drive, 4th Floor
Mississauga, ON L5B 3C1

Colin Holland - LS#65539Q
Tel: (905) 615-3200 ext. 8532
Email: colin.holland@mississauga.ca

Lawyers for the Defendant, The
Corporation of the City of Mississauga

2156775 ONTARIO INC. COB AS v. CITY OF MISSISSAUGA et al.
D'ANGELO BRANDS
Plaintiffs

Court File No. CV-21-00003036-0000

Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at **Brampton**

ANTICIPATED BILL OF COSTS

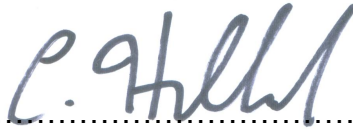
CITY OF MISSISSAUGA

Legal Services Division
300 City Centre Drive, 4th Floor
Mississauga, ON L5B 3C1

Colin Holland - LS#65539Q
Tel: (905) 615-3200 ext. 8532
Email: colin.holland@mississauga.ca

Lawyers for the Defendant, The
Corporation of the City of Mississauga

This is Exhibit "C" referred to in the **Affidavit of**
LOUISE COOKE sworn before me
this 11th day of April, 2023.

A handwritten signature in black ink, appearing to read "C. Hill", written over a horizontal dotted line.

A Commissioner for Taking Affidavits

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CANADIAN WESTERN BANK

Applicant

and

2722959 ONTARIO LTD.

Respondent

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

AFFIDAVIT

I, EUGENE ROVINELLI, of the Town of Collingwood, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the President of Eastgate Group Inc., and Rovinelli Holdings Ltd., and as such have knowledge of the matters hereinafter deposed to. I make this affidavit to advise the court that:

- (i) Eastgate Group Inc. has exercised distraint against its tenant, 2156775 Ontario Inc. o/a D'Angelo Brands, respecting the lease of one property (4500 Eastgate Parking, Mississauga), and undertakes to pay any proceeds of sale into trust pending a determination of priorities;
- (ii) Rovinelli Holdings Ltd. has terminated the tenancy of its tenant, 2156775 Ontario Inc. o/a D'Angelo Brands, respecting the lease of another

property (4544 Eastgate Parkway, Mississauga), and seeks direction of the court respecting disposition of a large quantity of paper files left by the tenant at the premises.

2. Eastgate Group Inc. owns commercial property known municipally as 4500 Eastgate Parkway, Mississauga, Ontario ("4500").
3. 4500 was leased to 2156775 Ontario Inc., not to the Respondent, 2722959 Ontario Ltd. 2156775 Ontario Inc. is corporation incorporated pursuant to the laws of the Province of Ontario, that carried on business as a co-packer, known as D'Angelo Brands. Annexed hereto and marked as **Exhibit "A"** to this my affidavit is a true copy of the first page of the Lease dated February 1, 2008 and the signing page. The Lease was signed by Frank D'Angelo in his capacity as President of 2156775 Ontario Inc. The Lease was for a term of six years and was extended or renewed for two further terms.
4. On June 2, 2022, Sterling Bailiffs Inc. served 2156775 Ontario Inc. with a Landlord's Distress Warrant with respect to 4500, for rent arrears and additional rental arrears in the amount of \$4,971,496.72 plus costs.
5. The bottling assembly line equipment has value. Eastgate Group Inc. and the Bailiff arranged for two appraisals from reputable appraisers. One appraisal was for \$742,500.00; the other was for \$673,200.00. We hope to be able to sell the equipment to an entity that will also lease the premises at 4500.

6. Rovinelli Holdings Ltd. owns commercial property known municipally as 4544 Eastgate Parkway, Mississauga, Ontario ("4544").

7. 4544 was leased to 2156775 Ontario Inc., not to the Respondent, 2722959 Ontario Ltd. The property was used by 2156775 Ontario Inc. for offices, head office, warehousing and the operation of a restaurant known as Mamma D's. Annexed hereto and marked as **Exhibit "B"** to this my affidavit is a true copy of the first page of the Lease dated February 1, 2008 and the signing page. The Lease was signed by Frank D'Angelo in his capacity as President of 2156775 Ontario Inc. The Lease was for a term of six years and was extended or renewed for two further terms.

8. On June 2, 2022, Sterling Bailiffs Inc. served 2156775 Ontario Inc. o/a D'Angelo Brands et al, with a Notice To Terminate For Failure Of Tenant To Pay Rent Arrears, in the amount of \$200,719.38, with respect to 4544.

9. Subsequent to the termination, Rovinelli Holdings Ltd. began the process of cleaning out the premises at 4544. Frank D'Angelo was given the opportunity to retrieve personal belongings from the premises. He retrieved some chattels, but unfortunately, left behind a large quantity of paper files. Rovinelli Holdings Ltd. began the process of moving the paper files by tossing them downstairs from the second floor as a first step to disposing of them. However, we became concerned that these files may be of interest to the proposed Receiver. Our lawyer reached out to the Receiver's lawyer and an agreement was reached that the paper files would not be disposed of before the first attendance in court.

10. On or about August 11, 2022, Sterling Bailiffs Inc. sent to us a CRA Notice of Assessment for 2021 HST addressed to 2156775 Ontario Inc., in the amount of \$7,642,938.31.

11. We determined that CRA may have super priority to any proceeds of sale by the Bailiff. It is our intention to continue with the distraint and we hope that the equipment can be sold to an entity that will also lease the premises at 4500. We hope that CRA will agree that this is preferable to a piecemeal option.

12. We undertake to pay the proceeds of any sale of the equipment into trust, pending determination of priorities.

13. Our lawyer has asked that CRA be added to the service list for this Application.

14. This affidavit is made by me in good faith and for no improper purpose.

SWORN REMOTELY BY Eugene)
Rovinelli, stated as being located in)
the Town of Collingwood, in the)
Province of Ontario, before me at)
the City of Mississauga, this 2nd day)
of September, 2022, in accordance)
with Reg.431/20, administering)
oath or declaration remotely)
)
)
)
A Commissioner, etc.)


EUGÈNE ROVINELLI

Ted R. Laan

THIS IS EXHIBIT "A" REFERRED
TO IN THE AFFIDAVIT OF EUGENE
ROVINELLI SWORN BEFORE ME
THIS 2ND DAY OF SEPTEMBER, 2022

TED LAAN



THIS LEASE made the 1st day of February, 2008.

34

BETWEEN:

EASTGATE GROUP INC., a corporation organized and subsisting under the laws of the Province of Ontario

(herein called the "Landlord")

OF THE FIRST PART

- and -

2156775 ONTARIO INC. a corporation organized and subsisting under the laws of the Province of Ontario

(herein called the "Tenant")

OF THE SECOND PART

WITNESSETH that in consideration of the Rent, covenants, obligations and agreements hereinafter reserved and contained and upon the terms and conditions hereinafter provided.

ARTICLE 1
DEFINITIONS

1.1 Meaning of Certain Terms: In this Lease:

- (a) "Additional Rent" means any and all sums of money or charges required to be paid by the Tenant under this lease (except Minimum Rent) whether or not the same are designated "Additional Rent" or whether or not the same are payable to the Landlord or otherwise, and all such sums are payable in lawful money of Canada without any deduction, set-off or abatement whatsoever. Any Additional Rent provided for in this lease becomes due and payable within the next monthly instalment of Minimum Rent unless otherwise provided;
- (b) "Architect" means an architect appointed by the Landlord;
- (c) "Building" means that building constructed by the Landlord upon the Land and of which the Demised Premises forms a part;
- (d) "Common Facilities", means all common areas, facilities and utilities from time to time furnished or designated by the Landlord (as the same from time to time may be altered, reconstructed, reduced or expanded) in connection with the Complex for the use or benefit in common in such manner as the Landlord may permit, of occupants of premises in the Complex and all others entitled thereto and now or hereafter developed or designated by the Landlord, including, without limiting the generality of the foregoing, all heating, ventilating, air-conditioning and mechanical, sprinkler and electrical equipment and machinery and water, gas, sewage, telephone and other communications facilities and electric power services and utilities not comprised within any leasable premises in the Complex for the exclusive use of such premises, and also including parking area and parking structures, access roads, driveways, entrances and exits, sidewalks, ramps, landscaped areas, exterior irrigation and sprinkler systems, stairways, passageways, delivery areas, corridors, mechanical and electrical rooms, garbage facilities, first-aid stations and washrooms; Common Facilities also includes portions of the Complex which may form part of the leasable premises and which are not intended for use by all tenants or occupants of the Complex, and shall include the roof, exterior weather walls, exterior and interior structural elements and bearing walls in the buildings and improvements of the Complex;
- (e) "Complex" means the lands and premises described in Section 1.1(h) and Schedule "A" and every enlargement, amendment or reduction thereof or addition thereto, and includes the Common Facilities, the Building and all other

as the case may be. If there is more than one Tenant, they are all bound jointly and severally by the terms, covenants and conditions herein. No rights, however, shall enure to the benefit of any assignee of the Tenant unless the assignment to such assignee has been approved by the Landlord in writing as provided in Article 19 hereof.

25.18 Surrender/Disclaimer of Existing Lease: The parties hereto acknowledge and agree that this Lease and the rights granted herein shall become effective or operative only upon the surrender or the disclaimer of the existing lease of the Demised Premises executed between Zanetto Rovinelli as landlord and D'Angelo Brands Ltd., as tenant and dated April 1, 2002 as, amended by agreement dated March 28, 2003 (collectively referred to as the "Existing Lease") with such surrender or disclaimer being effective as of the 1st day of February, 2008. Provided however that, upon the surrender or disclaimer of the Existing lease, this Lease shall become effective, retroactive to February 1, 2008..

IN WITNESS WHEREOF the parties hereto have executed this lease.

WITNESS:

EASTGATE GROUP INC.

Per: _____

Name: Eugene Rovinelli
Title: President

I have authority to bind the Corporation

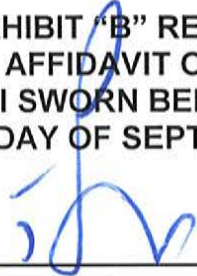
2156775 ONTARIO INC.

Per: _____

Name: Frank D'Angelo
Title: President

I have the authority to bind the Corporation.

THIS IS EXHIBIT "B" REFERRED
TO IN THE AFFIDAVIT OF EUGENE
ROVINELLI SWORN BEFORE ME
THIS 2ND DAY OF SEPTEMBER, 2022

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

TED LAAN

THIS LEASE made the 1st day of February 2008.

BETWEEN:

ROVINELLI HOLDINGS LTD.,

a corporation organized and subsisting
under the laws of the Province of Ontario

(herein called the "Landlord")

OF THE FIRST PART

- and -

2156775 ONTARIO INC.

a corporation organized and subsisting
under the laws of the Province of Ontario

(herein called the "Tenant")

OF THE SECOND PART

WITNESSETH that in consideration of the Rent, covenants, obligations and agreements hereinafter reserved and contained and upon the terms and conditions hereinafter provided.

ARTICLE 1
DEFINITIONS

1.1 Meaning of Certain Terms: In this Lease:


- (a) "Additional Rent" means any and all sums of money or charges required to be paid by the Tenant under this lease (except Minimum Rent) whether or not the same are designated "Additional Rent" or whether or not the same are payable to the Landlord or otherwise, and all such sums are payable in lawful money of Canada without any deduction, set-off or abatement whatsoever. Any Additional Rent provided for in this lease becomes due and payable within the next monthly instalment of Minimum Rent unless otherwise provided;
- (b) "Architect" means an architect appointed by the Landlord;
- (c) "Building" means that building constructed by the Landlord upon the Land and of which the Demised Premises forms a part;
- (d) "Common Facilities" means all common areas, facilities and utilities from time to time furnished or designated by the Landlord (as the same from time to time may be altered, reconstructed, reduced or expanded) in connection with the Complex for the use or benefit in common in such manner as the Landlord may permit, of occupants of premises in the Complex and all others entitled thereto and now or hereafter developed or designated by the Landlord, including, without limiting the generality of the foregoing, all heating, ventilating, air-conditioning and mechanical, sprinkler and electrical equipment and machinery and water, gas, sewage, telephone and other communications facilities and electric power services and utilities not comprised within any leasable premises in the Complex for the exclusive use of such premises, and also including parking area and parking structures, access roads, driveways, entrances and exits, sidewalks, ramps, landscaped areas, exterior irrigation and sprinkler systems, stairways, passageways, delivery areas, corridors, mechanical and electrical rooms, garbage facilities, first-aid stations and washrooms; Common Facilities also includes portions of the Complex which may form part of the leasable premises and which are not intended for use by all tenants or occupants of the Complex,

acknowledges that it has not executed this lease by reason of any inducement, representation or warranty that any other person, firm or corporation shall be, shall become or shall remain as a tenant or occupant of the Complex.

- 25.15 Applicable Law: This lease shall be construed in accordance with the laws of the Province of Ontario.
- 25.16 Schedules: Schedule "A" attached hereto shall form a part of this lease.
- 25.17 Assigns: All rights and liabilities herein granted to, or imposed upon the respective parties hereto, extend to and bind the successors and assigns of the Landlord and the heirs, executors, administrators, and permitted successors and assigns of the Tenant, as the case may be. If there is more than one Tenant, they are all bound jointly and severally by the terms, covenants and conditions herein. No rights, however, shall enure to the benefit of any assignee of the Tenant unless the assignment to such assignee has been approved by the Landlord in writing as provided in Article 20 hereof.
- 25.18 Surrender/Disclaimer of Existing Lease: The parties hereto acknowledge and agree that this Lease and the rights granted herein shall only become effective or operative upon the surrender or the disclaimer of the existing lease of the Demised Premises between Eastgate Holdings (4544) Ltd and D'Angelo Brands Ltd dated July 29, 2003 (the "Existing Lease") effective February 1, 2008. Provided, however, that upon the surrender or disclaimer of the Existing Lease, this Lease shall become effective, retroactive to February 1, 2008.

IN WITNESS WHEREOF the parties hereto have executed this lease.

ROVINELLI HOLDINGS LTD.

Per: 
Name: Eugene Rovinelli
Title: President

I have authority to bind the Corporation.

2156775 ONTARIO INC.

Per: 
Name: Frank D'Angelo
Title: President

I have authority to bind the Corporation.

Plaintiffs **CANADIAN WESTERN BANK**

-and-

2722959 ONTARIO LTD.

Defendants

Court File No: CV-22-0068100-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT

KEYSER MASON BALL LLP
3 Robert Speck Parkway
Suite 900
Mississauga, Ontario
L4Z 2G5

Ted R. Laan (LSO 18492Q)
Tel: 905-276-0400
tlaan@kmblaw.com

Lawyers for Eastgate Group Inc., and
Rovinelli Holdings Ltd.

Email for party served:
gfinlayson@millerthomson.com
ksonshine@millerthomson.com

Appraisal: (Evaluation Report)

**Pertaining to Assets Of:
D'Angelo Brands Ltd.**

**Location:
4500 Eastgate Parkway,
Mississauga, ON L4W 3W6**

Inspected: July 21, 2022

**NEW AND USED EQUIPMENT FOR
THE PROCESS AND PACKAGING INDUSTRIES**

781573 Ontario Inc. O/A

Buzz Equipment

2700 - 14th Avenue, Unit 6, Markham, Ontario L3R 0J1

Tel.: (905) 475-7644

Fax: (905) 475-7645

Prepared By Darrell Shulman

Inspected On July 25th, 2022

Instructed By Mr. Steven Wagman

Intended Use Sterling Bailiffs Inc.
& RCI Construction Inc.

To Help Determine appropriate asset values.

Valuation: Orderly Timed Liquidation Value

***Note:** Auction Value will be approx 20% Lower

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2700 - 14th Avenue, Unit 6, Markham, Ontario L3R 0J1

Tel.: (905) 475-7644

Fax: (905) 475-7645

Profile: We began in 1991,

Buying and selling high-quality, reasonably priced new, used and reconditioned Process and Packaging equipment for the **Pharmaceutical, Vitamin, Food and Confectionery industries.**

Helping our customers find the right equipment at the right price, has resulted in the growth & expansion of our offerings.

***Including:** Equipment Appraisals, Repairing/Parts, Upgrading, Testing, Training, Consignments, Partner Auctions Etc...

Today, our 35,000+ sq foot warehouse is filled with a broad range of equipment for almost any Processing and/or Packaging need. Examples include: Tablet Presses, Capsule Fillers, Stainless Steel Powder Mixers and Granulators, as well as Pressure Sensitive Labelers, Inline Quill Cappers, Heat Induction Sealers, Horizontal Flow Wrappers, Kettles/Tanks, and Conveyors. Complete Filling and Packaging Lines and Facilities for Liquids, Powder/Grains and other Various Products.

Our equipment can be tested, including electronics and mechanical by our skilled technician, as well as product demonstrations for customers prior to purchasing. In addition, some items offer a satisfaction guarantee, including a Right of Return as well as Limited Warranties.

Our Website is updated weekly, showcasing many of our current, in-house equipment.

However, if you do not see the item(s) you require, please contact us to find the right equipment you're looking for at (905)475-7644. We may have that equipment in our warehouse and not yet posted on the site or we may be able to source the equipment for you based on your specific requirements.

**NEW AND USED EQUIPMENT FOR
THE PROCESS AND PACKAGING INDUSTRIES**

781573 Ontario Inc. O/A

Buzz Equipment**2700 - 14th Avenue, Unit 6, Markham, Ontario L3R 0J1****Tel.: (905) 475-7644****Fax: (905) 475-7645****APPROACH TO VALUE:**

The generally accepted methods of determining market value are the cost (also known as the depreciated replacement cost), market and income approaches to value. Briefly stated, the cost approach considers the cost to reproduce or replace the items being appraised. From this amount, a deduction is made for depreciation or obsolescence present, whether arising from physical, functional or economic causes.

Market approach considers prices recently paid for similar items, with adjustments made to the indicated market prices, to reflect the condition and utility of the appraised items relative to the market comparable.

Income approach, an estimate is made of the prospective economic benefit of ownership. These amounts are capitalized at appropriate rates of return into an indication of value.

Approaches selected as the most suitable must be by the facts & circumstances surrounding the items. The applicability of any approach in a given appraisal depends on the purpose of the appraisal,

Traditionally, the approaches relied upon for establishing the fair market value continued use of machinery and equipment are the market and cost approaches to value. The income approach is not normally used due to the virtual impossibility of measuring the financial contribution that each machine or groups of machinery contribute towards the whole. Regardless of the approach to value used, underlying principle involved in the valuation of machinery & equipment is the Principle of Substitution. This principle is established on the basis that an informed purchaser will pay no more for items than what it would cost them to produce or acquire equally desirable substitute items of equal utility and function. Based upon the above and with due consideration to the nature and extent of the specified assets at the company, both the market and cost approaches to value were relied upon for the valuation of machinery, equipment and fixtures.

**NEW AND USED EQUIPMENT FOR
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Tel.: (905) 475-7644

Fax: (905) 475-7645

VALUATION ANALYSIS:

In addition to the physical inspection and inventory, we are guided by the following:

- Machinery and Equipment has been valued on the basis of an Auction / Orderly Timed Liquidation.
(*Note: worth more as an ongoing operation)
- The market value of most fixed assets is generally higher when installed on premises of a going concern. If the business is no longer a viable going concern and the fixed assets need to be disposed, different liquidation scenarios need to be addressed.
- The observed physical condition and quality of the machinery and equipment, as well as their utility and degree of functional or economic obsolescence.
- Equipment commonly traded on the used equipment market and in quantity depictive of the subject items was valued on the market comparable approach. This approach is based on the price to obtain a similar unit in similar condition, if available, from a reputable and reliable used equipment dealer.
(*Note: in this situation and given market and macro events many items would not qualify for higher values)
- Price is adjusted to appropriately reflect any difference between the subject items & it's comparable.
- Online and various market transactions of comparable used machinery and equipment.
- Specially designed machinery and equipment not commonly traded on the used equipment market in quantities depictive of the subject items, was valued on the basis of the cost approach. Via this approach, the cost to replace a machine or equipment installation on brand new basis is established, from which deductions are then made to reflect loss in value due to physical deterioration and functional obsolescence, where applicable and measurable

Item	Model	Serial	Court File No./N° du dossier du greffe	Value
1	Crown Cork & Seal	N/A		\$14,000
2	Filler - 100 Station	Cemco		\$10,000
3	Can Seamer Machine	Angelus		\$10,000
4	Double Decker Cooling Tunnel	12 Head Station		\$40,000
5	Can Line Ancillary Equipment	Beta	391	\$10,000
6	Pressure Detector	N/A		\$1,200
7	Tray Packer and Shrink Tunnel	Douglas	SR3-627	\$20,000
8	Palletizer	General Conveyor	N/A	\$8,000
9	Small Can Line	N/A		\$30,000
10	Filler	N/A		\$3,000
11	De Palletizer - Plastic Bottle/Jug Line	SECO Sys.	400-2D	\$18,000
12	Rinser	SECO Sys.	DD2254	\$30,000
13	Filler - 3 Litre	Crown Cork & Seal	N/A	\$14,000
14	Bottle Filler	Crown Cork & Seal	N/A	\$55,000
15	Bottle Inverter and Line	I&H Eng. Sys	N/A	\$5,000
16	Cooling Tunnel	Custom Built	N/A	\$1,000
17	Shrink Sleeve Applicator	American Fuji	N/A	\$15,000
18	Orbital Shrink Wrapper	Wulftec	0299-4035	\$15,000
19	Labelers	Krones - Solomatic	N/A	\$7,500
20	Tray Pack and Carton	Douglas	SR7-1124	\$25,000
21	Reverse Osmosis Water Filtration Sys,	Siemens	M83T01BDCXSE	\$45,000
22	Forklift	Heli	CPD 18	\$5,000
23	Compactor	Compactor Plus	HP 50	\$5,500
24	Compactor	Wastequip Accurate	60X HD	\$5,000
25	Pallet Wrapper	Cousins	LV 2100X	\$3,500
26	Dock Plate	N/A		\$300
27	Forklift	Heli	CPD 18	\$7,500
28	Vertical Storage Racking	N/A		\$2,000
29	Vegetable Oil Line	US Bottlers	MC12	\$30,000
30	Boiler	Miura	LX200	\$40,000
31	Scissor Lift	Skyjack	SJ 1113220	\$5,000
32	Drill Press	King Ind.	200204	\$350
33	8" Grinder	N/A		\$350
34	Engine Lathe	TOS	SN40A	\$4,500
35	Turret Mill	TOS	FNK 25	\$3,500
36	Videojet Printer	Videojet Tech.	1580	\$7,500
37	Labeler	Krones - Solomatic	N/A	\$8,000
38	Storage Tank - Horizontal	De Laval	1682 Hecto Litres	\$50,000
39	Shrink Wrap Tunnel	Arpac	25TW28	\$30,000
40	Case Packer	Wepackit Inc	MPV 300	\$8,500
41	Palletizer	Production Automation	Compac Beverages	\$15,000
42	Case Palletizer	Alvey	series 920	\$15,000
43	Ammonia System	Cimco Lewis	N/A	\$30,000
44	Pallet Trucks	Various Models	N/A	\$2,000
45	Batching Area	Various Items	N/A	\$15,000
46	Miscellaneous Equipment / Conveyors	N/A	N/A	\$5,000
CDN Dollar Total:				\$673,200

Agency of Canada

Tudbury ON P3A 8C1

1000248

3156775 ONTARIO INC.
C/O DEAN TELJA
4544 EASTGATE PARKWAY
MISSISSAUGA ON L4W 3W6

Notice details

Business number	82977 9354 RT0001
Period covered	Dec 1, 2021 - Dec 31, 2021
Date issued	Aug 4, 2022

Notice of assessment for goods and services tax/harmonized sales tax (GST/HST)

This notice explains the results of our assessment of your GST/HST return(s).

The amount you need to pay is **\$7,642,938.31**.

Thank you.

Bob Hamilton
Commissioner of Revenue

Account summary

Previous payments may not appear if they have not been processed. If you have already paid the balance owing, please ignore this request.

Total balance: \$7,642,938.31

Sign up for MyBA

MyBA lets you:

- Submit elections online
- View filed returns; and
- View account history.

Go to:
canada.ca/my-cra-business-account

Sudbury ON P3A 5C1

0005853

2156775 ONTARIO INC.
C/O DEAN TEJA
4544 EASTGATE PARKWAY
MISSISSAUGA ON L4W 3W6

Notice details

Business number	82977 9354 RT0001
Period covered	Jan 1, 2022 - Jan 31, 2022
Date issued	Mar 3, 2022

Notice of assessment for goods and services tax/harmonized sales tax (GST/HST)

This notice explains the results of our assessment of your GST/HST return(s).

The amount you need to pay is **\$7,227,343.31**.

Thank you,

Bob Hamilton
Commissioner of Revenue

Account summary

Previous payments may not appear if they have not been processed. If you have already paid the balance owing, please ignore this request.

Total balance: \$7,227,343.31

Sign up for MyBA

MyBA lets you:

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- View account history.

Go to:
canada.ca/my-cra-business-account

2156775 ONTARIO INC.

Notice details

Business number	82977 9354 RT0001
Period covered	Jan 1, 2022 - Jan 31, 2022
Date issued	Mar 3, 2022

GST/HST assessment**Results**

This notice explains the results of our assessment of the GST/HST return(s) received on **February 28, 2022**, for the period shown above.

Description	\$ Amount CR
Result of this assessment	29,486.11
Previous balance	7,197,857.20
Total balance	7,227,343.31

To view your up-to-date account information, including payment transactions, go to **canada.ca/my-cra-business-account**.

We may take legal action to collect debts that you do not pay voluntarily.

For more information, please see the "Summary" and "Explanation of changes and other important information" sections of this notice.

Please keep this notice of assessment for your records.

2156775 ONTARIO INC.

Notice details

Business number	82977 9354 RT0001
Period covered	Jan 1, 2022 - Jan 31, 2022
Date issued	Mar 3, 2022

Summary**Reporting Period:** Jan 1, 2022 - Jan 31, 2022**Reference Number:** 22059001232360069**Sales and other revenue**

Line	Description	\$ Amount	CR
90	Taxable sales including zero-rated supplies made in Canada	586,184.00	
91	Exempt supplies, zero-rated exports and other sales and revenue	138,040.00	
101	Sales and other revenue	724,224.00	

Balance calculation

Line	Description	\$ Amount	CR
105	Total GST/HST and adjustments	76,204.00	
108	Total ITCs and adjustments	46,730.00	CR
109	Net tax assessed	29,474.00	
	Arrears interest	12.11	
	Result of assessment	29,486.11	

Explanation of changes and other important information

We processed your GST/HST return for the period ending **January 31, 2022**.

We charged arrears interest because you did not pay the amount owing by the due date.

Sudbury ON P3A 5C1

0005755-

Notice details

Business number	82977 9354 RT0001
Period covered	Feb 1, 2022 - Feb 28, 2022
Date issued	Mar 28, 2022

2156775 ONTARIO INC.
C/O DEAN TEJA
4544 EASTGATE PARKWAY
MISSISSAUGA ON L4W 3W6

Notice of assessment for goods and services tax/harmonized sales tax (GST/HST)

This notice explains the results of our assessment of your GST/HST return(s).
The amount you need to pay is **\$7,261,714.24**.

Thank you,

Bob Hamilton
Commissioner of Revenue

Account summary

Previous payments may not appear if they have not been processed. If you have already paid the balance owing, please ignore this request.

Total balance: \$7,261,714.24

Sign up for MyBA

MyBA lets you:

- Submit elections online
- View filed returns; and
- View account history.

Go to:
canada.ca/my-cra-business-account

2156775 ONTARIO INC.

Notice details

Business number	82977 9354 RT0001
Period covered	Feb 1, 2022 - Feb 28, 2022
Date issued	Mar 28, 2022

GST/HST assessment**Results**

This notice explains the results of our assessment of the GST/HST return(s) received on **March 23, 2022**, for the period shown above.

Description	\$ Amount	CR
Result of this assessment	9,579.00	
Previous balance	7,252,135.24	
Total balance	7,261,714.24	

To view your up-to-date account information, including payment transactions, go to **canada.ca/my-cra-business-account**.

We may take legal action to collect debts that you do not pay voluntarily.

For more information, please see the "Summary" and "Explanation of changes and other important information" sections of this notice.

Please keep this notice of assessment for your records.

2156775 ONTARIO INC.

Notice details

Business number	82977 9354 RT0001
Period covered	Feb 1, 2022 - Feb 28, 2022
Date issued	Mar 28, 2022

Summary**Reporting Period:** Feb 1, 2022 - Feb 28, 2022**Reference Number:** 22082000132360605**Sales and other revenue**

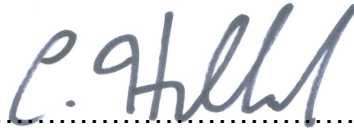
Line	Description	\$ Amount	CR
90	Taxable sales including zero-rated supplies made in Canada	493,769.00	
91	Exempt supplies, zero-rated exports and other sales and revenue	242,648.00	
101	Sales and other revenue	736,417.00	

Balance calculation

Line	Description	\$ Amount	CR
105	Total GST/HST and adjustments	64,190.00	
108	Total ITCs and adjustments	54,611.00	CR
109	Net tax assessed	9,579.00	
	Result of assessment	9,579.00	

Explanation of changes and other important informationWe processed your GST/HST return for the period ending **February 28, 2022**.

This is Exhibit "D" referred to in the **Affidavit of
LOUISE COOKE** sworn before me
this 11th day of April, 2023.

A handwritten signature in black ink, appearing to read "C. Hill", is written over a horizontal dotted line.

A Commissioner for Taking Affidavits

May 8, 2022

Date	Invoice	Subtotal	HST	TOTAL	DAYS OVERDUE	INTEREST @ 9%
EASTGATE GROUP INC.		Re: 4500 Eastgate Pkwy.				
October 13, 2018	Invoice #18	\$ -	\$ -	\$ -		\$ 45,373.07
January 15, 2019	Invoice #21	\$ 347,861.07	\$ 45,221.94	\$ 393,083.01		\$ 204,241.04
City of Mississauga	Mississauga	\$ 2,821,101.10	\$ -	\$ 2,821,101.10		
April 1, 2020	April Rent	\$ 28,205.79	\$ 3,666.75	\$ 31,872.54	767	\$ 6,027.84
May 1, 2020	May Rent	\$ 45,832.00	\$ 5,958.16	\$ 51,790.16	737	\$ 9,411.62
June 1, 2020	June Rent	\$ 45,832.00	\$ 5,958.16	\$ 51,790.16	706	\$ 9,015.74
July 1, 2020	July Rent	\$ 45,832.00	\$ 5,958.16	\$ 51,790.16	676	\$ 8,632.64
August 1, 2020	Aug Rent	\$ 45,832.00	\$ 5,958.16	\$ 51,790.16	645	\$ 8,236.76
September 1, 2020	Sep Rent	\$ 45,832.00	\$ 5,958.16	\$ 51,790.16	614	\$ 7,840.89
October 1, 2020	Oct Rent	\$ 45,832.00	\$ 5,958.16	\$ 51,790.16	584	\$ 7,457.78
November 1, 2020	Nov Rent	\$ 45,832.00	\$ 5,958.16	\$ 51,790.16	553	\$ 7,061.91
December 1, 2020	Dec Rent	\$ 45,832.00	\$ 5,958.16	\$ 51,790.16	523	\$ 6,678.80
January 1, 2021	Jan Rent	\$ 45,832.00	\$ 5,958.16	\$ 51,790.16	492	\$ 6,282.93
February 1, 2021	Feb Rent	\$ 46,309.41	\$ 6,020.22	\$ 52,329.63	461	\$ 5,948.37
March 1, 2021	Mar Rent	\$ 46,309.41	\$ 6,020.22	\$ 52,329.63	433	\$ 5,587.08
April 1, 2021	Apr Rent	\$ 46,309.41	\$ 6,020.22	\$ 52,329.63	402	\$ 5,187.09
May 1, 2021	May Rent	\$ 46,309.41	\$ 6,020.22	\$ 52,329.63	372	\$ 4,799.99
June 1, 2021	June Rent	\$ 46,309.41	\$ 6,020.22	\$ 52,329.63	341	\$ 4,399.99
July 1, 2021	July Rent	\$ 46,309.41	\$ 6,020.22	\$ 52,329.63	311	\$ 4,012.89
August 1, 2021	Aug Rent	\$ 46,309.41	\$ 6,020.22	\$ 52,329.63	280	\$ 3,612.90
September 1, 2021	Sep Rent	\$ 46,309.41	\$ 6,020.22	\$ 52,329.63	249	\$ 3,212.90
October 1, 2021	Oct Rent	\$ 46,309.41	\$ 6,020.22	\$ 52,329.63	219	\$ 2,825.80
November 1, 2021	Nov Rent	\$ 46,309.41	\$ 6,020.22	\$ 52,329.63	188	\$ 2,425.80
December 1, 2021	Dec Rent	\$ 46,309.41	\$ 6,020.22	\$ 52,329.63	158	\$ 2,038.71
January 1, 2022	Jan Rent	\$ 46,309.41	\$ 6,020.22	\$ 52,329.63	127	\$ 1,638.71
February 1, 2022	Feb Rent	\$ 46,786.83	\$ 6,082.29	\$ 52,869.12	96	\$ 1,251.48
March 1, 2022	Mar Rent	\$ 46,786.83	\$ 6,082.29	\$ 52,869.12	68	\$ 886.46
April 1, 2022	Apr Rent	\$ 46,786.83	\$ 6,082.29	\$ 52,869.12	37	\$ 482.34
May 1, 2022	May Rent	\$ 46,786.83	\$ 6,082.29	\$ 52,869.12	7	\$ 91.25
	TOTAL	\$ 4,352,516.20	\$ 199,083.96	\$ 4,551,600.16		\$ 374,662.78

TOTAL OWING \$ 4,926,262.94

Date	Invoice	Subtotal	HST	TOTAL	DAYS OVERDUE	INTEREST @ 9%
ROVINELLI HOLDINGS LTD.		Re: 4544 Eastgate Pkwy.				
February 1, 2022	Feb Rent	\$ 35,000.83	\$ 4,550.11	\$ 39,550.94	96	\$ 936.22
March 1, 2022	Mar Rent	\$ 35,000.83	\$ 4,550.11	\$ 39,550.94	68	\$ 663.16
April 1, 2022	Apr Rent	\$ 35,000.83	\$ 4,550.11	\$ 39,550.94	37	\$ 360.83
May 1, 2022	May Rent	\$ 35,000.83	\$ 4,550.11	\$ 39,550.94	7	\$ 68.27
	TOTAL	\$ 140,003.32	\$ 18,200.43	\$ 158,203.75		\$ 2,028.48

TOTAL OWING \$ 160,232.23

This is Exhibit "E" referred to in the **Affidavit**
of LOUISE COOKE sworn before me
this 11th day of April, 2023.

A handwritten signature in black ink, appearing to read "C. Hill", is written over a horizontal dotted line.

A Commissioner for Taking Affidavits



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-22-00684100-00CL DATE: November 3rd 2022

NO. ON LIST: 2

TITLE OF PROCEEDING: **CANADIAN WESTERN BANK v 2722959 ONTARIO LTD. Et al**

BEFORE JUSTICE: **OSBORNE**

PARTICIPANT INFORMATION
For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
FINLAYSON, GAVIN	CANADIAN WESTERN BANK	gfinlayson@millerthomson.com
	CANADIAN WESTERN BANK	ksonshine@millerthomson.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
LoGRECO, JOSEPH	2722959 ONTARIO LTD. and 215	jkigreco@lslaw.ca
LAAN, TED ROLAND	EASTGATE GROUP INC. ROVINELLI HOLDINGS LTD.	tlaan@kmbllaw.com

For Other, Self-Represented: RECIEVER

Name of Person Appearing	Name of Party	Contact Info
FELL, CAITLYN	Counsel to the Proposed Receiver	cfell@reconllp.com
TITLE, SHELDON	Proposed Receiver	sheldon.title@mnp.ca

ENDORSEMENT OF JUSTICE OSBORNE:

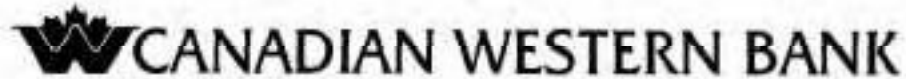
1. The Applicant, Canadian Western Bank [CWB] seeks the appointment of a non-possessory investigative receiver.
2. In July, Justice McEwen had originally scheduled this Application to be heard on September 12. By endorsement on that date, I adjourned the application to today's date at the request of the Respondents.
3. The matter proceeded today on a full record.
4. Mr. LoGreco confirmed at the outset of the hearing that he appears today on behalf of both the Respondent 2722959 Ontario Ltd. [272] and its affiliated company, 2156775 Ontario Limited [215].
5. The landlords are represented in Court today and, as stated in my Endorsement of September 12, have locked the tenant out of the premises and continue to hold the equipment and inventory pending consent of all parties or further order of this Court.
6. I also directed that the CRA, which may have a priority claim in respect of HST remittances, be put on notice of this return date, and the Proposed Receiver confirms that was done. Ms. Fell for the Proposed Receiver advised that the CRA does not oppose the relief sought and will monitor these proceedings if a receiver is appointed.
7. Today, CWB seeks the appointment of MNP Ltd. as receiver, without security, of all of the assets, undertakings and properties - not only of the Respondent, 272, but also the related entity 215 to the extent that assets or property were required for or used in relation to the business carried on by 272.
8. 215 is not a party. CWB submits that the Court has the discretion to appoint a receiver nonetheless pursuant to section 101 of the CJA.
9. As noted above, Mr. LoGreco appears, as he did previously, as counsel for both of those parties. He confirmed on September 12 that no further service by CWB was necessary on 215 as reflected in my Endorsement of that date.
10. There is no issue that they are related and affiliated entities as submitted by CWB and admitted by their counsel. In addition, the affidavit of Mr. Frank D'Angelo sworn October 18, 2022 on which the Respondent relies confirms that he is the President, Director and sole shareholder of 215 as well as being the Operational General Manager of the Respondent 272 [see para. 1].
11. The Affidavit further confirms that 215 and 272 operate together, interchangeably and as one, operating as D'Angelo Brands [see para. 3]. The business is referred to as the singular D'Angelo Brands which Mr. D'Angelo confirms got the loan from CWB [para 5], commenced an action against CWB and an officer of the bank [para 6], and the Affidavit references the entity in the singular form throughout, including with respect to inventory, finished goods, manufacturing equipment and "the full structure of D'Angelo Brands operation" [para 12].
12. In short, 272 and 215 operate as one. It may be relevant for future steps in this proceeding to distinguish between the two. For today's purposes, however, they operate as one, directed and controlled by the same individual and represented by the same counsel.
13. As further described below, it is for practical purposes impossible to distinguish between the two, which assets [including equipment and inventory] is owned by which entity, and there are relevant intercompany transactions and asset transfers between these two entities as described at paragraph 63 and Exhibit W of the D'Angelo Affidavit. It is largely for these reasons that the Applicant seeks the receivership in respect of both entities.
14. Rule 5.03 provides that every person whose presence is necessary to enable the court to adjudicate effectively and completely on the issues in a proceeding shall be joined as a party to the proceeding.
15. Rule 5.03(4) gives this Court the power to order that any person who ought to have been joined as a party or whose presence as a party is necessary to enable the court to adjudicate effectively and completely on the issues in the proceeding shall be added as a party. I am satisfied for the reasons set out above that 215 is a necessary party and I order that it be added as a party respondent.
16. The substantive issue is whether it is just and convenient to appoint a receiver in the circumstances.

17. The test for the appointment of a receiver pursuant to section 243 of the BIA or section 101 of the CJA is not in dispute. Is it just and convenient to do so?
18. In making a determination about whether it is, in the circumstances of a particular case, just and convenient to appoint a receiver, the Court must have regard to all of the circumstances, but in particular the nature of the property and the rights and interests of all parties in relation thereto. These include the rights of the secured creditor pursuant to its security. (See *Bank of Nova Scotia v. Freure Village on the Clair Creek*, 1996 CanLII 8258).
19. Where the rights of the secured creditor include, pursuant to the terms of its security, the right to seek the appointment of a receiver, the burden on the applicant is lessened: while the appointment of a receiver is generally an extraordinary equitable remedy, the courts do not so regard the nature of the remedy where the relevant security permits the appointment and as a result, the applicant is merely seeking to enforce a term of an agreement already made by both parties. (See *Elleway Acquisitions Ltd. v. Cruise Professionals Ltd.*, 2013 ONSC 7101 at para. 27).
20. There are also examples of situations where a receiver has been appointed for the purposes of gaining access to the books and records of the company (see *DeGroot v. DC Entertainment Corp. et al*, 2013 ONSC 7101 at para. 52). I recognize that in that case, unlike here, the plaintiff had established a strong *prima facie* case of fraud. However, a number of observations of the Court in that case, including that there had been serious breaches of the agreements and the court had little faith in the defendants producing the records, were relevant to the analysis.
21. The draft order sought by the Applicant CWB contemplates a very limited scope receivership, which is appropriate in the circumstances where D'Angelo Brands is not an operating business at this point in time. The requested powers of the receiver, if appointed, would include the ability to monitor receipts and disbursements of 272 and 215, and the right to access all information, computers, databases or documents, including but not limited to banking statements and records and to take possession of and preserve any records or documents found at the premises.
22. The other specific powers sought are set out at paragraph three of the draft order. Essentially, they are directed towards giving the Receiver the ability to investigate the intercompany transactions referred to above with a view to informing the Receiver about the recoverable assets, and the liabilities of these entities.
23. Some observations are in order. First, Mr. LoGreco for the Respondents concedes, fairly, and there is no issue, that the funds were advanced by way of loan to CWB, that they have not been repaid according to the terms of the loan documentation, that demands have been made, and that the loan documentation gives CWB the contractual right to appoint a receiver in the circumstances.
24. The Respondents do take the position that the funds advanced of approximately \$625,000 were intended to be a first advance on a materially larger loan facility, and the failure or refusal of the bank to advance further funds was a contributing factor to the demise of the operating business of the Respondents. That is for another day.
25. Second, the Respondents do not object to CWB getting virtually all of the records, documentation and investigative powers sought in the draft receivership order. On the contrary, they take the position that a receivership is not necessary in part because all of the information and records has already been provided. In his submissions, Mr. LoGreco was clear that there were no records, banking or business, of 215 or 272 that were being withheld or which the Respondents or either of them were refusing to turn over. He was equally clear that the accountant for the Respondents would be directed to cooperate.
26. Ms. Fell for the Proposed Receiver took the position that in fact, there were and remain a significant number of records, documents and banking information which have been requested and which have not been forthcoming.
27. The state of the records is fully described in the First Report of the Proposed Receiver. As observed in my Endorsement of September 12, by which I directed that the Proposed Receiver take possession of and preserve some 464 boxes of records, the Proposed Receiver did get those but it appears that the

documents located at 4544 Eastgate had literally been thrown down the stairs with the result that it is now a massive undertaking to discern what documents are actually there and how they fit together. A photograph taken by the Receiver as of September 14, 2022 is attached to the First Report as Appendix B. Other documents, including those at the property at 4500 Eastgate were organized and filing cabinets and were collected and boxed in an organized manner.

28. However, several categories of a significant number of potentially relevant documents, including all internal employee emails relating to the finance and management of the business, have still not been produced.
29. In the circumstances, I am satisfied that an order is needed, to ensure the production of documents and information to which no objection is said to be taken, although they have not been produced. If in fact it turns out that most of the relevant records have been produced and the others are produced readily and cooperatively, the activities of the Receiver will be even more limited.
30. Indeed, at the end of the day, the principal objection to the appointment of a Receiver by the Respondents, is really twofold.
31. First, the Respondents argue that a Receivership will unnecessarily increase cost. As submitted by the Applicant, however, the costs can and should be controlled since the Receiver is not taking possession of the premises or any operating business, and costs can be addressed another day if and as necessary.
32. Second, and this is the main argument advanced by the Respondents, they submit, as expressly stated in their factum: “the reason that CWB is seeking the appointment of the Receiver is to control the lawsuit and to gain an advantage over such lawsuit.”
33. The lawsuit referred to is an action commenced by 272, D’Angelo and Runaghan [the principal of 272] on June 21, 2022 against the bank and one of its employees in which those plaintiffs seek damages of \$280 million for losses they allege were suffered as a result of the bank’s failure or refusal to advance additional loan funding.
34. The difficulty with that argument is that the proposed receivership will expressly not stay that action. Nor does it give the moving party here [CWB] any control over the lawsuit as alleged or at all. To be clear, nothing in the proposed receivership affects that action in any way.
35. It was suggested in submissions to me that the documents now in the possession of the Proposed Receiver [i.e., the contents of the approximately 464 boxes of documents thrown on the floor] may contain documents over which 272 and/or 215 wish to assert solicitor client privilege. They are free to do that.
36. This court regularly approves protocols if necessary, and where the parties cannot agree on a protocol themselves, as I would expect the parties to be able to do so here, the court can impose one. Presumably, that would involve terms such that the documents could be reviewed by 272 and 215 and/or their counsel, in a controlled environment such that the documents are preserved, and if the parties cannot reach an agreement on whether the claim for privilege is appropriate, the documents can be sealed, not reviewed, and the issue of privilege determined.
37. For all of the above reasons, I am satisfied that it is just and convenient to appoint a receiver in respect of both 272 and 215, operating collectively as D’Angelo Brands, on the non-possessory investigative terms as contemplated in the draft order. MNP is an appropriate party and that firm is so appointed. The Court expects the cooperation of the Respondents with the Receiver including assistance in locating and providing additional documents, whether electronic or hard copy, with the assistance and involvement of their bankers and accountants as necessary.
38. The Applicants are directed to upload to CaseLines as soon as possible a clean copy of the draft order, as a separate document, for my review and signing. That order will be effective immediately without the necessity of issuing and entering.

Olson, J.



THIS GENERAL SECURITY AGREEMENT DATED April 05, 2022

BRANCH ADDRESS:

7303 Warden Avenue, Markham, ON L3R 5Y6

1. DEFINITIONS

The following definitions shall apply herein:

- (a) "Act" means the Personal Property Security Act of the Province/Territory of ONTARIO in effect on the date hereof;
- (b) "Accessions", "Account", "Chattel Paper", "Consumer Goods", "Document of Title", "Equipment", "Financing Change Statement", "Financing Statement", "Goods", "Instrument", "Intangible", "Inventory", "Money", "Purchase Money Security Interest", "Security", "Securities Account" and "Security Entitlement" shall have the meanings ascribed to them in the Act and shall be deemed to include both the singular and plural of such terms. All other capitalized words or terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Act and the Regulations passed pursuant thereto;
- (c) "Agreement", "herein", and similar expressions refer to the whole of this Security Agreement and not to any particular section or other portion thereof and extend to and include every instrument which amends or supplements this Agreement;
- (d) "Bank" means CANADIAN WESTERN BANK;
- (e) "Collateral" means all present and after-acquired personal property and Real Property of the Debtor of whatever kind and wherever situate, including, without limiting the generality of the foregoing, those specific items, if any, described on the attached Schedule "A", and all other related, attached collateral schedules and all documents, writings, papers, books of account and records relating to the foregoing and all rights and interests therein, but shall not include:
 - (i) the last day of any term of years reserved by any lease, verbal or written, or any agreement therefore now or hereafter held by the Debtor, it being the intention that the Debtor shall stand possessed of the reversion remaining in respect of any leasehold interest forming part of the Collateral upon trust to assign and dispose thereof as the Bank may after default direct;
 - (ii) Consumer Goods, or
 - (iii) those specific items, if any, described on the attached Schedule "B";
- (f) "Debtor" means:
2722959 ONTARIO LTD.

4544 Castgate Parkway
Mississauga, ON L4W 3W6
- (g) "Default" means the happening of any one or more of the events or conditions described in section 7 and such term shall be deemed to include each, any, or all such events or conditions, whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance with any judgement, decree or order of any Court or any order, rule or regulation of any administrative or governmental body;

- (h) "Indebtedness" means and includes any and all obligations, indebtedness and liability of the Debtor to the Bank, (including but not limited to principal, interest and all costs on a full indemnity basis) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wherever and however incurred, together with any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether the Debtor is bound alone or with another or others and whether as principal or surety;
- (i) "Permitted Encumbrances" means those specific security interests, if any, whether by way of mortgage, lien, claim, charge or otherwise, listed on Schedule "A" or hereafter approved in writing by the Bank prior to their creation or assumption;
- (j) "Proceeds" shall have the meaning ascribed to it in the Act and shall be interpreted to include bank accounts, cash, trade-ins, Equipment, notes, Chattel Paper, Goods, contractual rights, Accounts and any other personal property or obligation received when Collateral or Proceeds thereof are sold, exchanged, collected or otherwise disposed of;
- (k) "Real Property" means all of the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, right-of-way, privileges, benefits, licenses, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures;
- (l) "Receiver" means any one or more persons (whether officers of the Bank or not), firms or corporations appointed pursuant to subsection 9(f) and shall be deemed to include a receiver, manager, receiver-manager, or receiver and manager;
- (m) "Security Interest" means the security interest and the floating charge granted by the Debtor to the Bank pursuant to this Agreement; and
- (n) "Specifically Described Collateral" means those items, if any, described in Schedule "A" which comprise part of the Collateral.

2. GRANT OF SECURITY INTEREST

For value received (the receipt and sufficiency of which is hereby acknowledged):

- (a) the Debtor hereby grants, assigns, conveys, mortgages, pledges and charges, as and by way of a specific mortgage, pledge and charge and grants a continuing Security Interest to and in favor of the Bank in the Collateral (other than Real Property); and
- (b) the Debtor hereby charges the Real Property as and by way of a floating charge.

3. INDEBTEDNESS SECURED

The Security Interest secures payment and satisfaction of the Indebtedness, provided however, that if the Security Interest in the Collateral is not sufficient to satisfy the Indebtedness of the Debtor in full, the debtor agrees that the Debtor shall continue to be liable for any indebtedness remaining outstanding and the Bank shall be entitled to pursue full payment and satisfaction thereof.

4. ATTACHMENT OF SECURITY INTEREST

The Security Interest shall attach to the Collateral at the earliest possible moment in accordance with the Act, there being no intention on the part of the Debtor and the Bank that it attach at any later time.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

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

- (a) the Debtor, if a natural person, is of legal age and, if a corporation, is duly organized, existing and in good standing under the laws of its incorporating jurisdiction and of each other jurisdiction in which the nature of its activities make such necessary;
- (b) the Debtor has the right, power and authority to enter into this Agreement and to grant the Security Interest;
- (c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action and are not in contravention of any instrument by which the Debtor has been incorporated or continued, any instrument amending any such instrument, any internal regulation of the Debtor, any law, or any indenture, agreement or undertaking to which the Debtor is a party or by which it is bound;
- (d) the Debtor has not previously carried on business, does not currently carry on business, and shall not, without the prior written consent of the Bank, in the future carry on business under any name other than the name set forth in paragraph 1(f);
- (e) the Collateral is genuine and is legally and beneficially owned by the Debtor free of all security interests except for the Security Interest and the Permitted Encumbrances;
- (f) the description of the Specifically Described Collateral, whether contained herein or provided elsewhere to the Debtor to the Bank, is complete and accurate and all serial numbers affixed or ascribed to any of the Collateral have been provided to the Bank;
- (g) each Chattel Paper, Intangible and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same ("Account Debtor"), the amount represented by the Debtor to the Bank from time to time as owing by each Account Debtor shall be the correct amount owing unconditionally by such Account Debtor, and no Account Debtor shall have any defence, set-off, claim or counterclaim against the Debtor which can be asserted against the Bank, whether in any proceedings to enforce the Collateral or otherwise;
- (h) the locations specified in the attached Schedule "C" as to business operations and records are accurate and complete and, except for Goods in transit to such locations and inventory on lease or consignment, all Collateral shall be situate at one of such locations;
- (i) all financial statements, certificates and other information concerning the Debtor's financial condition or otherwise from time to time furnished by the Debtor to the Bank are and shall be in all respects complete, correct and fair representations of the affairs of the Debtor stated in accordance with generally accepted accounting principles applied on a consistent basis;
- (j) there has not been and shall not be a material adverse change in the Debtor's position, financial or otherwise, from that indicated by the financial statements which have been delivered to the Bank;
- (k) there are no actions, suits or proceedings pending or, to the knowledge of the Debtor, threatened against the Debtor except as have been disclosed in writing to and approved by the Bank; and
- (l) none of the Collateral is or shall be Consumer Goods.

6. COVENANTS OF THE DEBTOR

The Debtor covenants:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein and to keep the Collateral free from all security interests except for the Security Interest and the Permitted Encumbrances;
- (b) except as expressly permitted herein, not to sell, exchange, transfer, assign, destroy, lease or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank;
- (c) except as expressly permitted herein, not to move the Collateral from its current location, as indicated on Schedule "C", without the prior written consent of the Bank;
- (d) to assemble and deliver the Collateral to the Bank at such location as the Bank may direct;
- (e) to notify the Bank promptly in writing of:
 - (i) any change in the information contained in this Agreement including any information relating to the Debtor (including its name), the Debtor's business, the Collateral, or the locations of the Collateral or the records of the Debtor, so that the Bank shall be constantly advised of all places where the Debtor conducts its business, maintains the Collateral and maintains its records,
 - (ii) the details of any significant acquisition of Collateral (including serial numbers where required under the Act in connection with registration or as otherwise requested by the Bank), and for the purposes of this Agreement "significant" shall mean any item or items the value of which exceeds in the aggregate \$5,000.00,
 - (iii) the removal of any of the Collateral to any jurisdiction in which any registration of, or in respect of, this Agreement may not be effective to protect the Security Interest, and in the case of such removal to provide the Bank with a written certificate stating the time of removal, what is being removed and the intended new locality of such Collateral, and to assist the Bank in effecting such further registrations as may be required by the Bank to protect its Security Interest; provided however that this provision shall not be construed as a waiver of any prohibition against removal or relocation of Collateral contained elsewhere in this Agreement, nor shall it be construed as permission to do so,
 - (iv) the details of any claims or litigation affecting the Debtor or the Collateral,
 - (v) any loss or damage to the Collateral,
 - (vi) any Default by an Account Debtor in payment or other performance of its obligations with respect to any Collateral, and
 - (vii) the return to or repossession by the Debtor of any Collateral;
- (f) to keep all of its property, including the Collateral, in good order, condition and repair and not to use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance having jurisdiction over the same;

- (g) to execute, acknowledge and deliver such further agreements and documents supplemental hereto (including financing statements, further schedules to this Agreement, assignments and transfers) and to do all acts, matters and things as may be requested by the Bank in order to give effect to this Agreement and to perfect the Security Interest, including but not limited to any of the same which may be required to correct or amplify the description of any Collateral or for any other purpose not inconsistent with the terms of this Agreement;
- (h) to pay all costs and expenses on a full indemnity basis (including legal fees as between a solicitor and his own client) incidental to:
 - (i) the preparation, execution and filing of this Agreement,
 - (ii) maintaining, protecting and defending the Collateral, the Security Interest, and all of the Bank's rights and interest arising pursuant to this Agreement, and
 - (iii) the exercise of any rights or remedies of the Bank pursuant to this Agreement, including but not limited to the costs of the appointment of a Receiver and all expenditures incurred by such Receiver, the cost of any sale proceedings (whether the same prove abortive or not), and all costs of inspection, and all other costs and expenses incurred by the Bank in connection with or arising out of, directly or indirectly, this Agreement, all without limitation. All such costs and expenses shall be payable by the Debtor immediately upon demand from the Bank and until paid shall bear interest from the date incurred by the Bank at the highest rate of interest then chargeable by the Bank to the Debtor on any of the indebtedness. The amount of all such costs and expenses shall be added to the indebtedness and shall be secured by this Agreement;
- (i) to punctually pay and discharge all taxes, rates, levies, assessments and other charges of every nature which might result in any lien, encumbrance, right of distress, forfeiture or termination or sale, or any other remedy being enforced against the Collateral and to provide to the Bank satisfactory evidence of such payment and discharge;
- (j) to maintain its corporate existence, and to diligently preserve all its rights, licenses, powers, privileges, franchises and goodwill;
- (k) to observe and perform all of its obligations and comply with all conditions under leases, licenses and other agreements to which it is a party or pursuant to which any of the Collateral is held;
- (l) to carry on and conduct its business in an efficient and proper manner so as to preserve and protect the Collateral and income therefrom;
- (m) to keep, in accordance with generally accepted accounting principles consistently applied, proper books of account and records of all transaction in relation to its business and the Collateral;
- (n) to observe and conform to all valid requirements of law and of any governmental or municipal authority relating to the Collateral or the carrying on by the Debtor of its business;
- (o) at all reasonable times, to allow the Bank access to its premises in order to view the state and condition of its property and to inspect its books and records and make extracts therefrom;
- (p) to insure the Collateral for such periods, in such amounts, on such terms, with such insurers and against such loss or damage by fire and other such risks as the Bank reasonably directs, with loss payable to the Bank and the Debtor as insureds, as their respective interests may appear, to pay all premiums therefor, to deliver evidence of the same on request, and to do all acts necessary to obtain payment to the Bank of any insurance proceeds;

- (q) to prevent the Collateral from being or becoming an Accession or a fixture to other property not covered by this Agreement or other security granted by the Debtor in favor of the Bank;
- (r) to deliver to the Bank from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities, Security Entitlements, Securities Account and Chattel Paper constituting the Collateral,
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral,
 - (iii) all financial statements prepared by or for the Debtor regarding its business, or, where the Debtor is an individual, all tax returns and such personal financial statements as the Bank may request,
 - (iv) all policies and certificates of insurance relating to the Collateral, and
 - (v) such further information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Bank may request;
- (s) not to change the present use of the Collateral; and
- (t) to comply with all other requirements of the Bank, whether in the nature of positive or negative covenants, as may be communicated by the Bank to the Debtor from time to time, including but not limited to those additional covenants, terms and conditions, if any, contained on the attached Schedule "D".

7. EVENTS OF DEFAULT

The following constitute Default:

- (a) non-payment when due, whether by acceleration or otherwise, of any principal or interest forming part of the Indebtedness;
- (b) failure of the Debtor to perform or observe any obligation, covenant, term, provision or condition contained in this Agreement or any other agreement, security instrument or other document made by the Debtor with or in favor of the Bank or any other person, firm or corporation;
- (c) the death of or declaration of incompetency by a Court of competent jurisdiction with respect to the Debtor, if an individual;
- (d) the Debtor becomes insolvent or makes a voluntary assignment or proposal in bankruptcy or otherwise acknowledges its insolvency, a bankruptcy petition is filed or presented against the Debtor, the making of an authorized assignment for the benefit of the creditors of the Debtor, the appointment of a receiver, receiver-manager, receiver and manager or trustee for the Debtor or any assets of the Debtor, or the institution by or against the Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act, Companies Creditors Arrangement Act or similar legislation in any jurisdiction;
- (e) any act, matter or thing being done toward, or the commencement of any action or proceeding for, terminating the corporate existence of the Debtor, or if the Debtor is a partnership, the existence of the partnership, whether by way of winding-up, surrender of charter or otherwise;

- (f) any encumbrance or security interest affecting the Collateral becomes enforceable;
- (g) the Debtor ceases or threatens to cease to carry on its business or makes or proposes to make a bulk sale of its assets or any sale of the Collateral other than as expressly permitted herein;
- (h) any execution or other process of any Court becomes enforceable against the Debtor or a distress or analogous process is levied upon the assets of the Debtor or any part thereof (whether or not forming part of the Collateral);
- (i) the Debtor permits any amount which has been admitted as due by it or is not disputed to be due by it and which forms, or is capable of being made, a charge upon the Collateral in priority to, or *pari passu* with, the charge created by this Agreement to remain unpaid for 30 days after proceedings have been taken to enforce the same;
- (j) the Debtor allows any amount outstanding from it to the Crown pursuant to any federal, provincial or territorial statute to remain unpaid for 30 days or more;
- (k) a corporate dispute occurs within the Debtor, if a corporation, (whether between or among its shareholders, directors, officers, employees or otherwise) which may hamper the business operations of the Debtor or otherwise adversely affect, in the sole opinion of the Bank, the Debtor's business assets or the Collateral;
- (l) any representation or warranty furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement (regardless of the form thereof or whether contained herein or elsewhere), whether as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Debtor or otherwise proves to have been false or misleading as of the day made in any material respect or to have omitted any substantial contingent or unliquidated liability or claim against the Debtor;
- (m) there is any material adverse change in any of the facts disclosed to the Bank, in the Debtor's position (financial or otherwise), or in the nature and value of the Collateral; or
- (n) the Bank considers or deems, in its sole opinion, that the Security Interest and the Collateral are not sufficient security in relation to the extent of the indebtedness.

For the purposes of Section 198.1 of the Land Title Act (British Columbia), the floating charge created by this Security Agreement over Real Property shall become a fixed charge thereon upon the earlier of:

- (a) the occurrence of an event described in clause 7(d), (e), (f), (g), or (h); or
- (b) the Bank taking any action pursuant to clause 9 to enforce and realize on the Security Interests created by this Security Agreement.

8. ACCELERATION/DEFAULT

- (a) In the event of Default the Bank, in its sole discretion, may declare all or any part of the Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind. The provisions of this clause shall not in any way affect any rights of the Bank with respect to any Indebtedness which may now or hereafter be payable on demand.

- (b) In the event of early payout, in whole or in part, the Debtor shall pay the Bank a prepayment charge equal to the greater of three months interest on the amount of the prepayment calculated at the rate of interest payable on the loan or the Bank's unwinding costs consisting of the interest rate differential calculated by the Bank based on the difference between the interest rate on the loan being prepaid and the bid side yield on Government of Canada securities for a comparable term. Notwithstanding the foregoing, the terms of any early payout provisions and prepayment charges agreed upon in a commitment letter signed by the Debtor and the Bank shall take precedence over the early payout and prepayment charges provided for in this subsection.

9. REMEDIES

Upon Default the Bank shall have the following rights and powers, which the Bank may exercise immediately:

- (a) to enter upon the premises of the Debtor or any other premises where the Collateral may be situated and to take possession of all or any part of the Collateral, by any method permitted by law, to the exclusion of all others, including the Debtor, its directors, officers, agents and employees, and the Debtor hereby waives and releases the Bank and any Receiver from all claims in connection therewith or arising therefrom;
- (b) to remove all or any part of the Collateral to such place as the Bank deems advisable;
- (c) to preserve and maintain the Collateral and to do all such acts incidental thereto as the Bank considers advisable, including but not limited to making replacements and additions to the Collateral;
- (d) to collect, demand, sue on, enforce, recover and receive Collateral and give receipts and discharges therefor, and may do any such act and take any proceedings related thereto in the name of the Debtor or otherwise as the Bank considers appropriate;
- (e) to sell, lease, or otherwise dispose of the Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as the Bank deems reasonable (including without limitation, by deferred payment) all in the Bank's absolute discretion and without the concurrence of the Debtor; provided however, that the Bank shall not be required to do so and it shall be lawful for the Bank to use and possess the Collateral for any and all purposes and in any manner the Bank sees fit, all without hindrance or interruption by the Debtor or any other person or persons, provided however that none of the foregoing shall prejudice the Bank's right to pursue the Debtor for recovery in full of the amount of the Indebtedness, including the amount of any deficiency owing after the application of the proceeds of realization (and to the extent permitted by laws, the Debtor waives its rights to the protection afforded by any rule of law or legislation respecting such deficiency);
- (f) to appoint by instrument in writing, with or without bond, or by application to any Court of competent jurisdiction, a Receiver of the Collateral and to remove any Receiver so appointed and appoint another or others in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not of the Bank and the Bank shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his agents, servants or employees. Subject to the provisions of the instrument appointing him, any such Receiver shall have the power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral (including disposition by way of deferred payment). To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor where Collateral may be situated, to employ and discharge such employees, agents or professional advisors as the Receiver deems advisable, to enter into such compromises, arrangements or settlements as the Receiver deems advisable, to borrow or otherwise raise money on the security of the Collateral and to issue Receiver's certificates and do all such other acts as the Receiver deems advisable in connection with any of the powers referred to herein. Except as may be otherwise directed by the Bank, all monies received from time to time by the Receiver in carrying out

his appointment shall be received in trust for and paid over to the Bank. In addition, every Receiver may, in the discretion of the Bank, be vested with all or any of the rights and powers of the Bank under the Act or any other applicable legislation or under this Agreement or any other agreement;

- (g) to rescind or vary any contract for sale, lease or other disposition that the Debtor or the Bank may have entered into and to resell, release or dispose of the Collateral;
- (h) to deliver to any purchasers of the Collateral good and sufficient conveyances or deeds for the same free and clear of any claim by the Debtor. For such purposes, the purchaser or lessee receiving any disposition of the Collateral need not inquire whether Default under this Agreement has actually occurred but may as to this and all other matters rely upon a statutory declaration of an officer of the Bank, which declaration shall be conclusive evidence as between the Debtor and such purchaser or lessee, and any such disposition shall not be affected by any irregularity of any nature or kind relating to the enforcement of this Agreement or the exercise of the rights and remedies of the Bank;
- (i) to exercise any of the powers and rights given to a Receiver pursuant to this Agreement;
- (j) to provide written notice to the Debtor that all the powers, functions, rights and privileges of the directors and officers of the Debtor with respect to the Collateral, business and undertaking of the Debtor have or shall cease as of the date notified therein, except to the extent specifically continued at any time by the Bank in writing; and
- (k) to take the benefit of or to exercise any other right, proceeding or remedy authorized or permitted at law or in equity, whether as a secured party pursuant to the Act as the same is in force from time to time or otherwise.

All rights and remedies of the Bank are cumulative and may be exercised at any time and from time to time independently or in combination. No delay or omission by the Bank in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no singular partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Provided always that the Bank shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, maintain, lease or otherwise dispose of the Collateral, or to institute any proceedings for such purposes. The Bank shall have no obligation to take any steps to preserve rights against other parties, shall have no obligation to exercise any of the rights and remedies available to it on Default and shall not be liable or accountable for not exercising any such rights and remedies.

The Bank may waive any Default but no such waiver shall be effective unless made in writing and signed by an authorized officer of the Bank. Any such waiver shall not extend to, or be taken in any manner whatsoever to affect, any subsequent Default or the rights resulting therefrom.

By its acceptance of this Agreement, the Bank acknowledges that it shall not, except in the case of the bankruptcy of the Debtor, enforce this Security Agreement against any personal property of the Debtor used solely for the personal or household use and enjoyment of the Debtor or the Debtor's immediate family.

10. BANK MAY REMEDY DEFAULT

The Bank shall have the right, but shall not be obliged to, remedy any default of the Debtor and all sums thereby expended by the Bank shall be payable immediately by the Debtor, together with interest thereon at the highest rate of interest then chargeable by the Bank to the Debtor on any portion of the indebtedness. All such sums shall be added to the indebtedness and shall be secured by this Agreement.

In no case shall the exercise of the Bank's rights pursuant to this Section 10 be deemed to relieve the Debtor from such Default or be deemed a waiver of such Default or of any other prior or subsequent Default.

11. USE OF COLLATERAL

Subject to compliance with the Debtor's covenants contained herein and to the following provisions of this Section 11, until Default the Debtor may:

- (a) in the case of Equipment, dispose of the same for the purpose of immediately replacing it by other Equipment of a similar nature or of a more useful or convenient character and of at least equal value;
- (b) in the case of Inventory and Money, dispose of the same in the ordinary course of the business of the Debtor and for the sole purpose of carrying on the same; and
- (c) otherwise possess, collect, use, enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not expressly or impliedly prohibited herein or otherwise inconsistent with the provisions of this Agreement.

Notwithstanding the foregoing:

- (a) before or after Default the Bank may notify all or any Account Debtors and may direct such Account Debtors to make all payments owed in respect of the Collateral directly to the Bank; and
- (b) the Debtor agrees that any payments on or other Proceeds of Collateral received by the Debtor, whether before or after Default, shall be received and held by the Debtor in trust for the Bank and shall be turned over to the Bank upon request.

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

12. APPROPRIATION OF PAYMENTS

All payments made at any time in respect of the Indebtedness and all Proceeds realized from any Securities held therefor may be applied (and reapplied from time to time notwithstanding any previous application) in such manner as the Bank sees fit or, at the option of the Bank, may be held unappropriated in a collateral account or released to the Debtor all without prejudice to the rights of the Bank hereunder, including the Bank's right to collect from the Debtor the amount of any deficiency remaining after application of all such payments and Proceeds.

13. POWER OF ATTORNEY AND AUTHORIZATION TO FILE

The Debtor hereby authorizes the Bank to file such Financing Statements and other documents and do such acts, matters and things (including completing and adding schedules to this Agreement identifying Collateral or location) as the Bank from time to time deems appropriate to perfect, continue and realize upon the Security Interest and to protect and preserve the Collateral. In addition, for valuable consideration, the Debtor hereby irrevocably appoints the Bank and its officers from time to time, or any one or more of them, to be the true and lawful attorney of the Debtor, with full power of substitution, in the name of and on behalf of the Debtor to execute and to do all deeds, transfers, conveyances, assignments,

assurances, and other things which the Debtor ought to execute and do under the covenants and provisions contained in this Agreement and generally to use the name of the Debtor in the exercise of all or any of the rights, remedies and powers of the Bank.

14. MISCELLANEOUS

- (a) The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, comprise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Bank sees fit, all without prejudice to the liability of the Debtor to the Bank or to the Bank's rights in respect thereof. In addition, the Bank may demand, collect, and sue on the Collateral in either the Debtor's or the Bank's name, all at the Bank's option, and may endorse the Debtor's name on any and all cheques, commercial paper and other Instruments pertaining to or constituting the Collateral.
- (b) Neither the execution or registration of this Agreement, nor the advance or readvance of part of the monies hereby intended to be secured, shall bind the Bank to advance or readvance the said monies or any unadvanced part thereof. The advance or readvance of the said monies or any part thereof from time to time shall be in the sole discretion of the Bank.
- (c) The Debtor hereby waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Debtor is in any way liable and, except as expressly prohibited by law, waives notice of any other action taken by the Bank.
- (d) Without limiting any other right of the Bank, whenever the Indebtedness is due and payable or the Bank has the right to declare it to be due and payable (whether or not it has been so declared), the Bank may, in its sole discretion, set off against the Indebtedness any and all monies then owed to the Debtor by the Bank in any capacity, whether or not due, and the Bank shall be deemed to have exercised such right to set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Bank's records subsequent thereto.
- (e) In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against such assignee any claim or defence which the Debtor now has or may hereafter have against the Bank.

15. NOTICE

In addition to the notice provisions contained in the Act, whenever the Debtor or the Bank 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 only if delivered, transmitted by facsimile, or sent by prepaid registered mail addressed to the party for whom it is intended at the Branch Address, in the case of the bank, and at the Debtor Address, in the case of the Debtor, as set out herein or as changed pursuant hereto. Either party may notify the other of any change in such party's address to be used for the purposes hereof. All such communications shall, in the case of delivery or facsimile, be deemed received on the date of delivery and, if mailed as aforesaid, shall be deemed received on the third business day following the date of posting. In the case of a disruption in postal service all such communications shall be delivered or transmitted by facsimile.

16. INTERPRETATION

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province/Territory of ONTARIO.
- (b) This Agreement and the security afforded by it is in addition to and not in substitution for any other security now or hereafter held by the Bank and is intended to be a continuing security agreement and shall remain in full force and effect until released in writing by the Bank. The Bank shall have no obligation to provide such release unless and until the full amount of the Indebtedness has been paid in full.

- (c) If any provision of this Agreement is held invalid, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect and this Agreement shall be enforced to the fullest extent permitted by law.
- (d) The Debtor hereby waives the benefit of all statutory, common law and equitable rights, benefits and provisions which in any way limit or restrict the Bank's rights and remedies, to the extent that such waiver is not expressly prohibited by law. The Debtor acknowledges and agrees that the Bank shall have the right to recover the full amount of the indebtedness by all lawful means, including the right to seek recovery of any deficiency remaining after the sale of the Collateral, including any sale thereof to the Bank.
- (e) The headings of the sections of this Agreement are inserted for convenience of reference only and shall not affect or limit the construction or interpretation of this Agreement.
- (f) All schedules, whether attached hereto on the date hereof or subsequently attached pursuant to the provisions of this Agreement, form part of this Agreement. With the exception of any schedules which may be added hereafter by the Bank without the concurrence of the Debtor pursuant to the provisions of this Agreement, no modification, variation or amendment of this Agreement shall be made except by a written agreement executed by the Debtor and the Bank.
- (g) When the context so requires, words importing the singular number shall be read to include the plural and vice versa, and words importing gender shall be read with all grammatical changes necessary to reflect the identity of the parties.
- (h) This Agreement shall enure to the benefit of the Bank, its successors and assigns and shall be binding upon the Debtor, its personal representatives, administrators, successors and permitted assigns.
- (i) Time shall be in all respects of the essence of this Agreement.

17. RECEIPT OF DOCUMENTS

- (a) The Debtor hereby acknowledges receiving a copy of this Agreement.
- (b) The Debtor hereby waives its right to receive a copy of any Financing Statement, Financing Change Statement or verification statement which may be filed by or issued to the Bank pursuant to the Act.

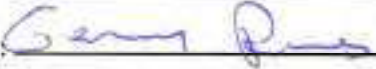
IN WITNESS WHEREOF the Debtor has executed this Agreement as of the day and year first above written.

2722959 ONTARIO LTD.

Name: Gemma Runaghan

Corporate Seal
If Applicable

Title: President

Signature: 

Debtor Address:

4544 Eastgate Parkway, Mississauga, ON L4W 3W6

SCHEDULE "A"

1. SPECIFICALLY DESCRIBED COLLATERAL

(a) Serial Number Goods

Make, Model, Year of Manufacture, Serial Number

(b) Other

2. PURCHASE MONEY SECURITY INTERESTS

3. PERMITTED ENCUMBRANCES

SCHEDULE "B"

PERSONAL PROPERTY NOT INCLUDED IN COLLATERAL

SCHEDULE "C"

1. LOCATIONS OF DEBTOR'S BUSINESS OPERATIONS

(a) Chief Executive Office

4544 Eastgate Parkway
Mississauga, ON L4W 3W6

(b) Other Locations:

2. LOCATIONS OF RECORDS RELATING TO COLLATERAL

4544 Eastgate Parkway
Mississauga, ON L4W 3W6

3. LOCATIONS OF COLLATERAL

ONTARIO

SCHEDULE "D"

ADDITIONAL COVENANTS, TERMS AND CONDITIONS

Dated:

FROM:
2722959 ONTARIO LTD.

4544 Eastgate Parkway
Mississauga, ON L4W 3W6

TO:
CANADIAN WESTERN BANK

7303 Warden Avenue
Markham, ON L3R 5Y6

GENERAL SECURITY AGREEMENT

1800000650	() 10/30/2021	11/29/2021	660.93	0.00	0.00	660.93	0.00	0.00
1800000649	10/30/2021	11/29/2021	61.23	0.00	0.00	61.23	0.00	0.00
1800000651	() 11/06/2021	12/06/2021	86.35	0.00	0.00	86.35	0.00	0.00
1800000653	11/06/2021	12/06/2021	216.19	0.00	0.00	216.19	0.00	0.00
1800000659	11/06/2021	12/06/2021	451.00	0.00	0.00	451.00	0.00	0.00
1800000657	11/13/2021	12/13/2021	357.84	0.00	0.00	357.84	0.00	0.00
1800000654	11/13/2021	12/13/2021	430.94	0.00	0.00	430.94	0.00	0.00
1800000652	11/13/2021	12/13/2021	95.94	0.00	0.00	95.94	0.00	0.00
1800000655	11/20/2021	12/20/2021	417.20	0.00	0.00	417.20	0.00	0.00
1800000658	11/20/2021	12/20/2021	705.19	0.00	0.00	705.19	0.00	0.00
1800000660	11/20/2021	12/20/2021	40.81	0.00	0.00	40.81	0.00	0.00
1800000663	11/20/2021	12/20/2021	95.94	0.00	0.00	95.94	0.00	0.00
1800000662	11/27/2021	12/27/2021	661.20	0.00	0.00	661.20	0.00	0.00
1800000656	11/27/2021	12/27/2021	544.31	0.00	0.00	544.31	0.00	0.00
1800000661	11/27/2021	12/27/2021	101.76	0.00	0.00	101.76	0.00	0.00
1800000664	11/27/2021	12/27/2021	9.59	0.00	0.00	9.59	0.00	0.00
1800000589	11/30/2021	12/30/2021	81.20	0.00	0.00	81.20	0.00	0.00
1800000598	11/30/2021	12/30/2021	205.05	0.00	0.00	205.05	0.00	0.00
1800000599	11/30/2021	12/30/2021	89.98	0.00	0.00	89.98	0.00	0.00
1800000608	11/30/2021	12/30/2021	93.18	0.00	0.00	93.18	0.00	0.00
1800000609	11/30/2021	12/30/2021	66.40	0.00	0.00	66.40	0.00	0.00
1800000618	11/30/2021	12/30/2021	140.62	0.00	0.00	140.62	0.00	0.00
1800000621	11/30/2021	12/30/2021	102.05	0.00	0.00	102.05	0.00	0.00
1800000626	() 11/30/2021	12/30/2021	140.62	0.00	0.00	140.62	0.00	0.00
1800000583	11/30/2021	12/30/2021	338.40	0.00	0.00	338.40	0.00	0.00
1800000584	11/30/2021	12/30/2021	18.20	0.00	0.00	18.20	0.00	0.00
1800000585	11/30/2021	() 12/30/2021	266.98	0.00	0.00	266.98	0.00	0.00
1800000586	11/30/2021	12/30/2021	14.39	0.00	0.00	14.39	0.00	0.00
1800000587	11/30/2021	12/30/2021	23.11	0.00	0.00	23.11	0.00	0.00
1800000588	11/30/2021	12/30/2021	22.39	0.00	0.00	22.39	0.00	0.00
1800000590	11/30/2021	12/30/2021	27.18	0.00	0.00	27.18	0.00	0.00
1800000591	11/30/2021	12/30/2021	334.81	0.00	0.00	334.81	0.00	0.00
1800000592	11/30/2021	12/30/2021	93.20	0.00	0.00	93.20	0.00	0.00
1800000593	11/30/2021	12/30/2021	279.62	0.00	0.00	279.62	0.00	0.00
1800000594	11/30/2021	12/30/2021	348.54	0.00	0.00	348.54	0.00	0.00
1800000595	11/30/2021	12/30/2021	312.31	0.00	0.00	312.31	0.00	0.00
1800000596	11/30/2021	12/30/2021	263.53	0.00	0.00	263.53	0.00	0.00
1800000597	11/30/2021	12/30/2021	132.36	0.00	0.00	132.36	0.00	0.00
1800000600	11/30/2021	12/30/2021	357.29	0.00	0.00	357.29	0.00	0.00
1800000601	11/30/2021	12/30/2021	368.41	0.00	0.00	368.41	0.00	0.00
1800000602	11/30/2021	12/30/2021	66.40	0.00	0.00	66.40	0.00	0.00
1800000603	11/30/2021	12/30/2021	140.62	0.00	0.00	140.62	0.00	0.00
1800000604	11/30/2021	12/30/2021	140.62	0.00	0.00	140.62	0.00	0.00
1800000605	11/30/2021	12/30/2021	66.40	0.00	0.00	66.40	0.00	0.00
1800000606	11/30/2021	12/30/2021	24.27	0.00	0.00	24.27	0.00	0.00
1800000607	() 11/30/2021	() 12/30/2021	130.66	0.00	0.00	130.66	0.00	0.00
1800000610	11/30/2021	12/30/2021	140.62	0.00	0.00	140.62	0.00	0.00
1800000611	11/30/2021	12/30/2021	140.62	0.00	0.00	140.62	0.00	0.00
1800000612	11/30/2021	12/30/2021	93.18	0.00	0.00	93.18	0.00	0.00
1800000613	11/30/2021	12/30/2021	72.73	0.00	0.00	72.73	0.00	0.00
1800000614	11/30/2021	12/30/2021	140.62	0.00	0.00	140.62	0.00	0.00
1800000615	11/30/2021	12/30/2021	72.73	0.00	0.00	72.73	0.00	0.00
1800000616	() 11/30/2021	12/30/2021	93.18	0.00	0.00	93.18	0.00	0.00
1800000617	11/30/2021	12/30/2021	93.18	0.00	0.00	93.18	0.00	0.00
1800000619	11/30/2021	12/30/2021	24.27	0.00	0.00	24.27	0.00	0.00
1800000620	() 11/30/2021	12/30/2021	93.18	0.00	0.00	93.18	0.00	0.00
1800000622	11/30/2021	12/30/2021	140.62	0.00	0.00	140.62	0.00	0.00
1800000623	11/30/2021	12/30/2021	140.62	0.00	0.00	140.62	0.00	0.00

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1800000624	11/30/2021	12/30/2021	93.18	0.00	0.00	93.18
1800000625	11/30/2021	12/30/2021	93.18	0.00	0.00	93.18
1800000627	() 11/30/2021	12/30/2021	130.66	0.00	0.00	130.66
1800000628	11/30/2021	12/30/2021	130.66	0.00	0.00	130.66
1800000629	11/30/2021	() 12/30/2021	66.40	0.00	0.00	66.40
1800000665	12/04/2021	01/03/2022	81.63	0.00	0.00	81.63
1800000666	12/04/2021	01/03/2022	105.54	0.00	0.00	105.54
1800000667	12/04/2021	01/03/2022	349.76	0.00	0.00	349.76
1800000670	12/11/2021	01/10/2022	57.56	0.00	0.00	57.56
1800000672	12/11/2021	01/10/2022	30.07	0.00	0.00	30.07
1800000674	12/11/2021	01/10/2022	22.39	0.00	0.00	22.39
1800000493	12/13/2021	01/12/2022	1,529.76	0.00	0.00	1,529.76
1800000494	12/13/2021	01/12/2022	144.91	0.00	0.00	144.91
1800000496	12/13/2021	01/12/2022	127.38	0.00	0.00	127.38
1800000497	12/13/2021	01/12/2022	307.61	0.00	0.00	307.61
1800000498	12/13/2021	01/12/2022	263.53	0.00	0.00	263.53
1800000499	12/13/2021	01/12/2022	326.05	0.00	0.00	326.05
1800000500	12/13/2021	01/12/2022	37.28	0.00	0.00	37.28
1800000501	() 12/13/2021	01/12/2022	953.92	0.00	0.00	953.92
1800000502	12/13/2021	01/12/2022	508.35	0.00	0.00	508.35
1800000503	12/13/2021	01/12/2022	55.92	0.00	0.00	55.92
1800000505	12/13/2021	01/12/2022	55.92	0.00	0.00	55.92
1800000506	12/13/2021	01/12/2022	9.59	0.00	0.00	9.59
1800000508	12/13/2021	01/12/2022	9.59	0.00	0.00	9.59
1800000509	12/13/2021	01/12/2022	68.76	0.00	0.00	68.76
1800000512	12/13/2021	01/12/2022	2,508.95	0.00	0.00	2,508.95
1800000513	12/13/2021	01/12/2022	201.47	0.00	0.00	201.47
1800000515	12/13/2021	01/12/2022	122.45	0.00	0.00	122.45
1800000516	() 12/13/2021	01/12/2022	61.21	0.00	0.00	61.21
1800000517	12/13/2021	01/12/2022	1,668.72	0.00	0.00	1,668.72
1800000518	12/13/2021	01/12/2022	19.19	0.00	0.00	19.19
1800000519	12/13/2021	01/12/2022	38.38	0.00	0.00	38.38
1800000522	12/13/2021	01/12/2022	101.47	0.00	0.00	101.47
1800000523	12/13/2021	01/12/2022	306.12	0.00	0.00	306.12
1800000524	12/13/2021	01/12/2022	1,998.91	0.00	0.00	1,998.91
1800000525	12/13/2021	01/12/2022	1,503.37	0.00	0.00	1,503.37
1800000526	12/13/2021	01/12/2022	19.19	0.00	0.00	19.19
1800000527	12/13/2021	01/12/2022	326.19	0.00	0.00	326.19
1800000528	12/13/2021	01/12/2022	31.98	0.00	0.00	31.98
1800000529	12/13/2021	01/12/2022	447.02	0.00	0.00	447.02
1800000530	12/13/2021	01/12/2022	18.65	0.00	0.00	18.65
1800000531	12/13/2021	01/12/2022	74.56	0.00	0.00	74.56
1800000532	12/13/2021	01/12/2022	731.58	0.00	0.00	731.58
1800000533	12/13/2021	01/12/2022	672.86	0.00	0.00	672.86
1800000534	12/13/2021	() 01/12/2022	279.61	0.00	0.00	279.61
1800000535	12/13/2021	01/12/2022	137.33	0.00	0.00	137.33
1800000537	12/13/2021	01/12/2022	111.85	0.00	0.00	111.85
1800000538	12/13/2021	() 01/12/2022	37.28	0.00	0.00	37.28
1800000539	12/13/2021	() 01/12/2022	141.11	0.00	0.00	141.11
1800000540	12/13/2021	01/12/2022	300.40	0.00	0.00	300.40
1800000541	12/13/2021	01/12/2022	285.08	0.00	0.00	285.08
1800000543	12/13/2021	01/12/2022	326.53	0.00	0.00	326.53
1800000545	() 12/13/2021	01/12/2022	118.48	0.00	0.00	118.48
1800000546	() 12/13/2021	01/12/2022	270.60	0.00	0.00	270.60
1800000548	12/13/2021	01/12/2022	448.68	0.00	0.00	448.68
1800000549	12/13/2021	01/12/2022	142.85	0.00	0.00	142.85
1800000550	12/13/2021	01/12/2022	86.35	0.00	0.00	86.35
1800000555	12/13/2021	01/12/2022	47.97	0.00	0.00	47.97

1800000556	12/13/2021	01/12/2022	405.91	0.00	0.00	405.91	0.00	0.00	0.00
1800000557	12/13/2021	01/12/2022	244.89	0.00	0.00	244.89	0.00	0.00	0.00
1800000558	12/13/2021	01/12/2022	300.39	0.00	0.00	300.39	0.00	0.00	0.00
1800000559	12/13/2021	01/12/2022	9.59	0.00	0.00	9.59	0.00	0.00	0.00
1800000560	12/13/2021	01/12/2022	240.55	0.00	0.00	240.55	0.00	0.00	0.00
1800000561	12/13/2021	01/12/2022	345.76	0.00	0.00	345.76	0.00	0.00	0.00
1800000563	12/13/2021	01/12/2022	81.07	0.00	0.00	81.07	0.00	0.00	0.00
1800000564	12/13/2021	01/12/2022	40.81	0.00	0.00	40.81	0.00	0.00	0.00
1800000566	12/13/2021	01/12/2022	105.53	0.00	0.00	105.53	0.00	0.00	0.00
1800000568	12/13/2021	01/12/2022	285.21	0.00	0.00	285.21	0.00	0.00	0.00
1800000569	12/13/2021	01/12/2022	101.93	0.00	0.00	101.93	0.00	0.00	0.00
1800000570	12/13/2021	01/12/2022	134.02	0.00	0.00	134.02	0.00	0.00	0.00
1800000571	12/13/2021	01/12/2022	227.88	0.00	0.00	227.88	0.00	0.00	0.00
1800000573	12/13/2021	01/12/2022	181.58	0.00	0.00	181.58	0.00	0.00	0.00
1800000574	12/13/2021	01/12/2022	1.49	0.00	0.00	1.49	0.00	0.00	0.00
1800000576	12/13/2021	01/12/2022	252.25	0.00	0.00	252.25	0.00	0.00	0.00
1800000577	12/13/2021	01/12/2022	57.93	0.00	0.00	57.93	0.00	0.00	0.00
1800000578	12/13/2021	01/12/2022	457.08	0.00	0.00	457.08	0.00	0.00	0.00
1800000579	12/13/2021	01/12/2022	22.37	0.00	0.00	22.37	0.00	0.00	0.00
1800000580	12/13/2021	01/12/2022	141.31	0.00	0.00	141.31	0.00	0.00	0.00
1800000581	12/13/2021	01/12/2022	206.86	0.00	0.00	206.86	0.00	0.00	0.00
1800000582	12/13/2021	01/12/2022	30.55	0.00	0.00	30.55	0.00	0.00	0.00
1800000495	12/13/2021	01/12/2022	1,037.49	0.00	0.00	1,037.49	0.00	0.00	0.00
1800000504	12/13/2021	01/12/2022	204.80	0.00	0.00	204.80	0.00	0.00	0.00
1800000507	12/13/2021	01/12/2022	11.19	0.00	0.00	11.19	0.00	0.00	0.00
1800000510	12/13/2021	01/12/2022	19.19	0.00	0.00	19.19	0.00	0.00	0.00
1800000511	12/13/2021	01/12/2022	114.80	0.00	0.00	114.80	0.00	0.00	0.00
1800000520	12/13/2021	01/12/2022	676.23	0.00	0.00	676.23	0.00	0.00	0.00
1800000542	12/13/2021	01/12/2022	81.63	0.00	0.00	81.63	0.00	0.00	0.00
1800000544	12/13/2021	01/12/2022	95.94	0.00	0.00	95.94	0.00	0.00	0.00
1800000547	12/13/2021	01/12/2022	120.27	0.00	0.00	120.27	0.00	0.00	0.00
1800000551	12/13/2021	01/12/2022	95.94	0.00	0.00	95.94	0.00	0.00	0.00
1800000554	12/13/2021	01/12/2022	40.82	0.00	0.00	40.82	0.00	0.00	0.00
1800000562	12/13/2021	01/12/2022	38.38	0.00	0.00	38.38	0.00	0.00	0.00
1800000572	12/13/2021	01/12/2022	239.38	0.00	0.00	239.38	0.00	0.00	0.00
1800000575	12/13/2021	01/12/2022	19.19	0.00	0.00	19.19	0.00	0.00	0.00
1800000444	12/14/2021	01/13/2022	55.92	0.00	0.00	55.92	0.00	0.00	0.00
1800000474	12/14/2021	01/13/2022	142.85	0.00	0.00	142.85	0.00	0.00	0.00
1800000477	12/14/2021	01/13/2022	19.18	0.00	0.00	19.18	0.00	0.00	0.00
1800000479	12/14/2021	01/13/2022	240.53	0.00	0.00	240.53	0.00	0.00	0.00
1800000480	12/14/2021	01/13/2022	811.26	0.00	0.00	811.26	0.00	0.00	0.00
1800000485	12/14/2021	01/13/2022	1,488.33	0.00	0.00	1,488.33	0.00	0.00	0.00
1800000486	12/14/2021	01/13/2022	67.16	0.00	0.00	67.16	0.00	0.00	0.00
1800000440	12/14/2021	01/13/2022	57.56	0.00	0.00	57.56	0.00	0.00	0.00
1800000441	12/14/2021	01/13/2022	223.69	0.00	0.00	223.69	0.00	0.00	0.00
1800000442	12/14/2021	01/13/2022	305.90	0.00	0.00	305.90	0.00	0.00	0.00
1800000443	12/14/2021	01/13/2022	244.83	0.00	0.00	244.83	0.00	0.00	0.00
1800000457	12/14/2021	01/13/2022	178.52	0.00	0.00	178.52	0.00	0.00	0.00
1800000458	12/14/2021	01/13/2022	302.09	0.00	0.00	302.09	0.00	0.00	0.00
1800000459	12/14/2021	01/13/2022	329.58	0.00	0.00	329.58	0.00	0.00	0.00
1800000460	12/14/2021	01/13/2022	93.20	0.00	0.00	93.20	0.00	0.00	0.00
1800000461	12/14/2021	01/13/2022	178.51	0.00	0.00	178.51	0.00	0.00	0.00
1800000462	12/14/2021	01/13/2022	55.92	0.00	0.00	55.92	0.00	0.00	0.00
1800000463	12/14/2021	01/13/2022	519.12	0.00	0.00	519.12	0.00	0.00	0.00
1800000464	12/14/2021	01/13/2022	37.28	0.00	0.00	37.28	0.00	0.00	0.00
1800000465	12/14/2021	01/13/2022	232.27	0.00	0.00	232.27	0.00	0.00	0.00
1800000466	12/14/2021	01/13/2022	14.39	0.00	0.00	14.39	0.00	0.00	0.00
1800000467	12/14/2021	01/13/2022	25.58	0.00	0.00	25.58	0.00	0.00	0.00

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Vendor #:		5,641.53	0.00	5,641.53	0.00	1,079.15	0.00	0.00	0.00	0.00
	Total for BELL003 :									
BELL001 (Bell Canada Acc.#9052386300)										
07012021	12/08/2021	31.66	0.00	31.66	0.00					
01012022	01/02/2022	37.67	0.00	37.67	0.00					
	Total for BELL001 :	69.33	0.00	69.33	0.00	0.00	0.00	0.00	0.00	
BELL002 (Bell Canada Acc.#300337899)										
01122022	01/12/2022	177.47	0.00	177.47	0.00					
	Total for BELL002 :	177.47	0.00	177.47	0.00					
BELL003 (Bell Canada Acc.# 510058718)										
08202021	08/20/2021	114.82	0.00	114.82	0.00					114.82
12202021	12/20/2021	153.79	0.00	153.79	0.00					
01202022	01/20/2022	126.10	0.00	126.10	0.00					
	Total for BELL003 :	394.71	0.00	394.71	0.00	0.00	0.00	0.00	0.00	114.82
BELL005 (Bell Canada Acc.#9052386300(915))										
07102021	07/10/2021	1,611.90	0.00	1,611.90	0.00					
08102021	08/10/2021	1,646.63	0.00	1,646.63	0.00					0.00
09102021	09/10/2021	1,655.54	0.00	1,655.54	0.00					0.00
10102021	10/10/2021	1,641.72	0.00	1,641.72	0.00				1,641.72	
11102021	11/10/2021	1,695.73	0.00	1,695.73	0.00					
12102021	12/10/2021	1,753.39	0.00	1,753.39	0.00					
011102022	01/11/2022	1,719.97	0.00	1,719.97	0.00					
	Total for BELL005 :	11,724.88	4,978.50	6,746.38	0.00	6,746.38	1,641.72	1,655.54	0.00	0.00
BELL006 (Bell Canada Acc.#9056297081(251))										
08192021	08/19/2021	90.54	0.00	90.54	0.00					0.00
09192021	09/19/2021	93.18	0.00	93.18	0.00					0.00
11192021	11/19/2021	89.81	0.00	89.81	0.00			0.00		
12192021	12/19/2021	106.04	0.00	106.04	0.00					0.00
01192022	01/19/2022	90.74	0.00	90.74	0.00					0.00
	Total for BELL006 :	470.31	379.57	90.74	0.00	90.74	0.00	0.00	0.00	0.00
BELL007 (Bell Canada Acc.#300299977)										
07202021	07/20/2021	386.46	0.00	386.46	0.00					0.00
08202021	08/20/2021	398.42	0.00	398.42	0.00					0.00
12192021	12/19/2021	431.34	0.00	431.34	0.00				431.34	
12202021	12/20/2021	468.64	0.00	468.64	0.00				468.64	
01202022	01/20/2022	432.74	0.00	432.74	0.00					0.00
	Total for BELL007 :	2,117.60	784.88	1,332.72	0.00	899.98	0.00	0.00	0.00	0.00
BELL011 (Bell Canada Acc.#9055651470(268))										
11162021	11/16/2021	107.65	0.00	107.65	0.00					0.00
12162021	12/16/2021	108.15	0.00	108.15	0.00				108.15	
01162022	01/16/2022	105.65	0.00	105.65	0.00				105.65	
	Total for BELL011 :	321.45	0.00	321.45	0.00	215.80	0.00	0.00	0.00	0.00
BELL013 (Bell Canada acct# 510024592)										
01072021	01/07/2021	241.48	0.00	241.48	0.00					0.00
02072021	02/07/2021	248.52	0.00	248.52	0.00					0.00
03072021	03/07/2021	255.77	0.00	255.77	0.00					0.00
04072021	04/07/2021	263.23	0.00	263.23	0.00					0.00
05072021	05/07/2021	270.91	0.00	270.91	0.00					270.91
06072021	06/07/2021	278.81	0.00	278.81	0.00					0.00
07072021	07/07/2021	286.94	0.00	286.94	0.00					0.00
08072021	08/07/2021	295.31	0.00	295.31	0.00					0.00
12072021	12/07/2021	306.69	0.00	306.69	0.00					0.00
01072022	01/07/2022	290.65	0.00	290.65	0.00				290.65	
	Total for BELL013 :	2,738.31	1,870.06	868.25	0.00	868.25	0.00	0.00	0.00	270.91
BELL016 (Bell Canada Acc.#511948659)										
07202021	07/20/2021	195.49	0.00	195.49	0.00					0.00
08202021	08/20/2021	201.18	0.00	201.18	0.00					0.00
11202021	11/20/2021	196.09	0.00	196.09	0.00					0.00
12202021	12/20/2021	226.58	0.00	226.58	0.00					0.00
	Total for BELL016 :	819.34	0.00	819.34	0.00	196.09	0.00	0.00	0.00	0.00

Vendor #:	Vendor Name	Invoice Date	Invoice Amount	Payable Amount	Balance	Balance	Balance	Balance	Balance	Balance
CAN018 (Canadian Energy Strategies, inc.)	07/20/2021	34,443.60	2,557.66	0.00	0.00	83,031.29	0.00	0.00	0.00	83,031.29
2021-DB-07	07/05/2021	1,506.72	0.00	0.00	0.00					31,885.94
2021-DB-07*	07/05/2021	35,478.38	0.00	0.00	0.00					1,506.72
2021-DB-08	08/18/2021	1,752.41	0.00	0.00	0.00					35,478.38
2021-DB-08*	08/03/2021	10,490.92	0.00	0.00	0.00					1,752.41
2021-DB-09	09/07/2021	1,916.92	2,557.66	0.00	0.00					10,490.92
2021-DB-09*	09/22/2021	85,588.95	2,557.66	0.00	0.00	83,031.29	0.00	0.00	0.00	1,916.92
Total for CAN018 :										
CAN019 (Canoil Canada Ltd.)	05/29/2021	3,968.90	2,497.19	0.00	0.00					83,031.29
16064	04/29/2021	2,209.38	0.00	0.00	0.00					1,471.71
16097	06/11/2021	2,209.38	0.00	0.00	0.00					2,209.38
16129	05/25/2021	2,209.38	0.00	0.00	0.00					2,209.38
16163	06/16/2021	2,209.38	0.00	0.00	0.00					2,209.38
16284	07/02/2021	2,966.59	0.00	0.00	0.00					2,966.59
16207	07/02/2021	2,209.38	0.00	0.00	0.00					2,209.38
16206	07/08/2021	4,077.05	0.00	0.00	0.00					2,209.38
16231	07/19/2021	2,209.38	0.00	0.00	0.00					4,077.05
16254	08/03/2021	2,209.38	0.00	0.00	0.00					2,209.38
16322	08/30/2021	3,045.80	0.00	0.00	0.00					2,209.38
Total for CAN019 :										
CAR008 (CARSON IP)	04/19/2021	7,871.75	5,000.00	0.00	0.00	24,817.43	0.00	0.00	0.00	24,817.43
30	04/19/2021	7,871.75	5,000.00	0.00	0.00					2,871.75
Total for CAR008 :										
CAT005 (Catherine Runaghan)	03/29/2021	425.25	0.00	0.00	0.00					2,871.75
81779	03/29/2021	425.25	0.00	0.00	0.00					425.25
Total for CAT005 :										
CER001 (Cericidian Canada Ltd. Acct# PPIU225)	01/30/2021	1,958.29	0.00	0.00	0.00					425.25
IN493294	01/19/2021	1,882.40	0.00	0.00	0.00					1,958.29
IN506057	02/28/2021	1,930.18	0.00	0.00	0.00					1,882.40
IN518663	03/19/2021	1,977.95	0.00	0.00	0.00					1,930.18
IN531562	04/30/2021	2,035.97	0.00	0.00	0.00					1,977.95
IN546527	05/19/2021	2,097.39	0.00	0.00	0.00					2,035.97
IN559906	06/19/2021	2,155.41	0.00	0.00	0.00					2,097.39
IN574104	07/19/2021	2,216.79	0.00	0.00	0.00					2,155.41
IN587597	08/18/2021	2,018.86	0.00	0.00	0.00					2,216.79
IN601235	09/19/2021	3,544.18	0.00	0.00	0.00					
IN629668	10/11/2021	2,227.03	0.00	0.00	0.00					3,544.18
IN644116	11/19/2021	2,227.03	0.00	0.00	0.00					2,227.03
IN615302	01/01/2022	2,083.70	0.00	0.00	0.00					2,083.70
IN658599	01/10/2022	2,114.41	0.00	0.00	0.00					2,114.41
IN658599	01/20/2022	28,242.56	0.00	0.00	0.00	28,242.56	0.00	0.00	0.00	2,114.41
Total for CER001 :										
CHC001 (2190015 Ontario Inc / CHCH TV)	08/29/2021	26,888.35	5,489.32	0.00	0.00					28,242.56
67532	09/01/2021	21,510.68	14,125.81	0.00	0.00					5,489.32
67093	12/26/2021	21,510.68	0.00	0.00	0.00					21,510.68
69942	01/01/2022	21,510.68	0.00	0.00	0.00					21,510.68
68102	01/01/2022	26,888.35	0.00	0.00	0.00					21,510.68
68763	01/01/2022	21,510.68	0.00	0.00	0.00					26,888.35
69317	01/01/2022	139,819.42	19,615.13	0.00	0.00	120,204.29	0.00	0.00	0.00	21,510.68
Total for CHC001 :										
CHC003 (Chep Canada)	01/19/2021	1,645.20	0.00	0.00	0.00					120,204.29
5102568130	01/16/2021	1,279.60	0.00	0.00	0.00					1,645.20
5102571865	01/23/2021	1,738.89	0.00	0.00	0.00					1,279.60
5102580567	02/02/2021	1,084.98	0.00	0.00	0.00					1,738.89
5102582487	02/09/2021	70.84	0.00	0.00	0.00					1,084.98
5102589864	02/16/2021	43.74	0.00	0.00	0.00					70.84
5102593390	02/13/2021	244.76	0.00	0.00	0.00					43.74
5102597731	02/20/2021	29.35	0.00	0.00	0.00					244.76
5102600408	02/27/2021		0.00	0.00	0.00					29.35

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Vendor #:		03/06/2021	03/16/2021		0.00	0.00	6,166.71	0.00	6,166.71	0.00	0.00	29.35
			Total for CHE003 :		0.00	0.00	6,166.71	0.00	6,166.71	0.00	0.00	6,166.71
	Vendor #:	CLA001 (Classic Security Systems Inc.)										
3293		02/02/2021	02/02/2021		0.00	610.20						610.20
3294		02/02/2021	02/02/2021		0.00	610.20						610.20
3296		02/02/2021	02/02/2021		0.00	406.80						406.80
		03/19/2021	03/19/2021		0.00	963.33						963.33
3401		05/02/2021	05/02/2021		0.00	393.24						393.24
3660		12/28/2021	12/28/2021		0.00	1,627.20				1,627.20		
3676		01/01/2022	01/01/2022		0.00	406.80				406.80		
3715		01/19/2022	01/19/2022		0.00	169.50				169.50		
3713		01/31/2022	01/31/2022		0.00	610.20		610.20				
3714		01/31/2022	01/31/2022		0.00	610.20		610.20				
3717		01/31/2022	01/31/2022		0.00	406.80		406.80				
			Total for CLA001 :		0.00	6,814.47		6,814.47		5,187.27	0.00	2,983.77
	Vendor #:	CLU001 (ClubLink Corporation)										
01012022		01/01/2022	01/01/2022		0.00	6,760.32				6,760.32		
			Total for CLU001 :		0.00	6,760.32		6,760.32		0.00	0.00	0.00
	Vendor #:	COMT001 (ComTract Air Compressors Inc.)										
0000041365		11/15/2021	12/15/2021		0.00	2,231.75				912.80		
0000041394		11/22/2021	12/22/2021		0.00	248.60				248.60		
0000041396		11/24/2021	12/24/2021		0.00	186.46				186.46		
		11/30/2021	12/30/2021		0.00	593.25				593.25		
0000041430		11/30/2021	12/30/2021		0.00	186.45				186.45		
0000041466		12/15/2021	01/14/2022		0.00	2,231.75				2,231.75		
0000041491		12/31/2021	01/30/2022		0.00	186.45				186.45		
0000041492		12/31/2021	01/30/2022		0.00	186.45				186.45		
0000041519		01/14/2022	() 02/13/2022		0.00	186.45		186.45				
0000041527		01/21/2022	02/20/2022		0.00	2,231.75		2,231.75				
			Total for COMT001 :		0.00	8,469.36		7,150.41	4,732.21	2,604.65	0.00	0.00
	Vendor #:	CON004 (ControlChem Canada Ltd.)										
IN53100		10/25/2021	11/24/2021		0.00	122.43				569.42		
IN53168		10/31/2021	11/30/2021		0.00	593.25				593.25		
IN53591		11/19/2021	12/19/2021		0.00	1,605.11				1,605.11		
IN53697		12/02/2021	01/01/2022		0.00	593.25				593.25		
IN54277		12/31/2021	01/30/2022		0.00	593.25				593.25		
			Total for CON004 :		0.00	4,076.71		3,954.28	3,954.28	1,162.67	0.00	0.00
	Vendor #:	CORE01 (Core Electric Motors)										
21085		09/14/2021	10/14/2021		0.00	3,482.66				765.59		
21219		10/25/2021	11/24/2021		0.00	1,711.95				1,711.95		
			Total for CORE01 :		0.00	5,194.61		4,429.02	4,429.02	0.00	0.00	0.00
	Vendor #:	DAV012 (Dave Walpole)										
0000167-2		01/07/2021	01/07/2021		0.00	-1,000.00		-1,000.00		0.00		-1,000.00
			Total for DAV012 :		0.00	-1,000.00		-1,000.00		0.00	0.00	-1,000.00
	Vendor #:	DEL003 (DE Lage Landen)										
8326701		01/07/2022	01/07/2022		0.00	345.03				345.03		0.00
			Total for DEL003 :		0.00	345.03		345.03	345.03	0.00	0.00	0.00
	Vendor #:	DIA003 (Dia Solutions Inc.)										
7107		01/04/2021	02/03/2021		0.00	2,655.50				2,655.50		2,655.50
7129		01/25/2021	02/24/2021		0.00	2,991.11				2,991.11		2,991.11
7160		02/23/2021	03/25/2021		0.00	3,055.52				3,055.52		3,055.52
7196		03/22/2021	04/21/2021		0.00	2,655.50				2,655.50		2,655.50
			Total for DIA003 :		0.00	11,357.63		11,357.63	11,357.63	0.00	0.00	11,357.63
	Vendor #:	DOC002 (Doctor Screens)										
8654		05/28/2021	05/28/2021		0.00	401.15				401.15		401.15
			Total for DOC002 :		0.00	401.15		401.15	401.15	0.00	0.00	401.15
	Vendor #:	DOD001 (Dodson Lesmark TOMKEN)										
000020479		12/01/2021	12/01/2021		0.00	95,931.03				29,990.96		

007274858807	03/22/2021	04/15/2021	3,842.96	0.00	0.00	0.00			3,842.96
007204785510	04/23/2021	05/17/2021	2,977.33	0.00	0.00	0.00			2,977.33
007336680098	05/20/2021	06/14/2021	2,601.39	0.00	0.00	0.00			2,601.39
007607065159	06/21/2021	07/07/2021	3,651.46	0.00	0.00	0.00			3,651.46
007443566731	07/22/2021	08/07/2021	2,949.63	0.00	0.00	0.00			2,949.63
007048170443	08/23/2021	09/08/2021	4,791.29	0.00	0.00	0.00			4,791.29
007803386981	09/22/2021	10/08/2021	7,204.23	0.00	0.00	0.00		7,204.23	
007443306829	10/22/2021	11/07/2021	4,090.98	0.00	0.00	0.00	4,090.98		
007994595677	11/22/2021	12/08/2021	4,342.98	0.00	0.00	0.00	4,342.98		
007119920835	12/16/2021	01/01/2022	2,270.60	0.00	0.00	0.00	2,270.60		
01242022	01/24/2022	02/09/2022	4,247.97	0.00	0.00	0.00	4,247.97		
		Total for ENE015 :	48,655.15	0.00	0.00	0.00	44,407.18	4,090.98	26,498.39
		ENE016 (Energsource 4500 EAST UNIT 4 # 627 974 30)							
627426607860	02/22/2021	03/18/2021	39,159.05	0.00	0.00	0.00			5,447.90
627519816686	04/23/2021	05/17/2021	36,949.09	0.00	0.00	0.00			36,949.09
627836296907	05/20/2021	06/14/2021	33,868.29	0.00	0.00	0.00			33,868.29
627469020079	06/21/2021	07/07/2021	49,733.82	0.00	0.00	0.00			49,733.82
627341596187	07/22/2021	08/07/2021	47,752.74	0.00	0.00	0.00			9,702.62
627399430582	08/23/2021	09/08/2021	47,420.74	0.00	0.00	0.00			47,420.74
627682054315	09/22/2021	10/08/2021	49,161.06	0.00	0.00	0.00			
627233603433	10/22/2021	11/07/2021	39,401.66	0.00	0.00	0.00			
627696941025	11/22/2021	12/08/2021	39,885.08	0.00	0.00	0.00			
627752040851	12/16/2021	01/01/2022	51,870.00	0.00	0.00	0.00	51,870.00		
01242022	01/24/2022	02/09/2022	46,422.91	0.00	0.00	0.00	46,422.91		
		Total for ENE016 :	481,624.44	0.00	0.00	0.00	363,440.26	39,401.66	183,122.46
		ENE022 (Energsource NETH UNIT 8-10 #2952366504)							
295013166621	01/21/2021	02/16/2021	110.98	0.00	0.00	0.00			110.98
295379598933	02/19/2021	03/15/2021	129.15	0.00	0.00	0.00			129.15
295844514348	03/18/2021	04/12/2021	132.03	0.00	0.00	0.00			132.03
295714227479	04/22/2021	05/17/2021	138.16	0.00	0.00	0.00			138.16
29529366504	05/20/2021	06/14/2021	119.91	0.00	0.00	0.00			119.91
295949771860	06/18/2021	07/04/2021	123.27	0.00	0.00	0.00			123.27
295660473180	07/21/2021	08/06/2021	159.33	0.00	0.00	0.00			159.33
295734498601	08/20/2021	09/05/2021	124.73	0.00	0.00	0.00			124.73
295438613908	09/21/2021	10/07/2021	125.56	0.00	0.00	0.00			125.56
295040461377	10/21/2021	11/06/2021	133.04	0.00	0.00	0.00			133.04
295828481801	11/18/2021	12/04/2021	134.74	0.00	0.00	0.00			134.74
12202021	12/20/2021	01/05/2022	182.36	0.00	0.00	0.00	182.36		
295905903316	01/21/2022	02/06/2022	188.60	0.00	0.00	0.00	188.60		
		Total for ENE022 :	1,801.86	0.00	0.00	0.00	1,613.26	133.04	1,037.56
		ENE023 (Energsource7059400499)							
705494388662	01/21/2021	02/16/2021	111.13	0.00	0.00	0.00			111.13
705884815728	02/19/2021	03/15/2021	110.54	0.00	0.00	0.00			110.54
705899151414	03/18/2021	04/12/2021	116.75	0.00	0.00	0.00			116.75
705447740187	04/22/2021	05/17/2021	139.24	0.00	0.00	0.00			139.24
705191974483	05/20/2021	06/14/2021	121.63	0.00	0.00	0.00			121.63
705122073204	07/21/2021	08/06/2021	136.66	0.00	0.00	0.00			136.66
705949039511	08/20/2021	09/05/2021	134.98	0.00	0.00	0.00			134.98
705518208320	09/21/2021	10/07/2021	134.96	0.00	0.00	0.00			134.96
705546697546	10/21/2021	11/06/2021	136.08	0.00	0.00	0.00			136.08
705624570018	11/18/2021	12/04/2021	134.92	0.00	0.00	0.00			134.92
705683719687	11/19/2021	12/05/2021	129.63	0.00	0.00	0.00			129.63
12012021	12/31/2021	01/16/2022	152.59	0.00	0.00	0.00	152.59		
01212022	01/21/2022	02/06/2022	156.45	0.00	0.00	0.00	156.45		
		Total for ENE023 :	1,715.56	0.00	0.00	0.00	1,559.11	134.96	870.93
		ENE028 (Energsource 5901A TOMKEN Acc# 0377737692)							
037218571625	01/29/2021	02/22/2021	6,825.19	0.00	0.00	0.00			5,825.19
037659500957	03/01/2021	03/25/2021	7,039.82	0.00	0.00	0.00			7,039.82

ONMIS103621	09/30/2021	10/30/2021	324.71	0.00	0.00	324.71	0.00	0.00	0.00	0.00	324.71
ONMIS103589	09/30/2021	10/30/2021	35.57	0.00	0.00	35.57	0.00	0.00	0.00	0.00	35.57
ONMIS103614	09/30/2021	10/30/2021	106.38	0.00	0.00	106.38	0.00	0.00	0.00	0.00	106.38
ONMIS103477	09/30/2021	10/30/2021	4,194.82	0.00	0.00	4,194.82	0.00	0.00	0.00	0.00	4,194.82
ONMIS103668	09/30/2021	10/30/2021	412.17	0.00	0.00	412.17	0.00	0.00	0.00	0.00	412.17
ONMIS103822	10/06/2021	11/05/2021	628.28	0.00	0.00	628.28	0.00	0.00	0.00	628.28	628.28
ONMIS103827	10/06/2021	11/05/2021	322.91	0.00	0.00	322.91	0.00	0.00	0.00	322.91	322.91
ONMIS103828	10/06/2021	11/05/2021	255.27	0.00	0.00	255.27	0.00	0.00	0.00	255.27	255.27
ONMIS103970	10/20/2021	11/19/2021	99.44	0.00	0.00	99.44	0.00	0.00	0.00	99.44	99.44
ONMIS104040	10/27/2021	11/26/2021	629.38	0.00	0.00	629.38	0.00	0.00	0.00	629.38	629.38
ONMIS104052	10/27/2021	11/26/2021	701.19	0.00	0.00	701.19	0.00	0.00	0.00	701.19	701.19
ONMIS104053	10/28/2021	11/27/2021	7,424.37	0.00	0.00	7,424.37	0.00	0.00	0.00	7,424.37	7,424.37
ONMIS104069	10/28/2021	11/27/2021	834.39	0.00	0.00	834.39	0.00	0.00	0.00	834.39	834.39
ONMIS103792	10/28/2021	11/27/2021	30.35	0.00	0.00	30.35	0.00	0.00	0.00	30.35	30.35
ONMIS103780	10/28/2021	11/27/2021	418.92	0.00	0.00	418.92	0.00	0.00	0.00	418.92	418.92
ONMIS104070	10/28/2021	11/27/2021	246.02	0.00	0.00	246.02	0.00	0.00	0.00	246.02	246.02
ONMIS104077	10/28/2021	11/27/2021	664.28	0.00	0.00	664.28	0.00	0.00	0.00	664.28	664.28
ONMIS103890	10/29/2021	11/28/2021	5,940.25	0.00	0.00	5,940.25	0.00	0.00	0.00	5,940.25	5,940.25
ONMIS104041	10/29/2021	11/28/2021	16.46	0.00	0.00	16.46	0.00	0.00	0.00	16.46	16.46
ONMIS103831	10/29/2021	11/28/2021	879.43	0.00	0.00	879.43	0.00	0.00	0.00	879.43	879.43
ONMIS103832	10/29/2021	11/28/2021	700.42	0.00	0.00	700.42	0.00	0.00	0.00	700.42	700.42
ONMIS103833	10/29/2021	11/28/2021	1,691.61	0.00	0.00	1,691.61	0.00	0.00	0.00	1,691.61	1,691.61
ONMIS103834	10/29/2021	11/28/2021	584.32	0.00	0.00	584.32	0.00	0.00	0.00	584.32	584.32
ONMIS103842	10/29/2021	11/28/2021	1,589.05	0.00	0.00	1,589.05	0.00	0.00	0.00	1,589.05	1,589.05
ONMIS103877	10/29/2021	11/28/2021	167.42	0.00	0.00	167.42	0.00	0.00	167.42	167.42	167.42
ONMIS104141	11/02/2021	12/02/2021	1,004.82	0.00	0.00	1,004.82	0.00	0.00	0.00	1,004.82	1,004.82
ONMIS103251	12/14/2021	01/13/2022	1,257.45	0.00	0.00	1,257.45	0.00	0.00	0.00	1,257.45	1,257.45
ONMIS103072	12/14/2021	01/13/2022	344.92	0.00	0.00	344.92	0.00	0.00	0.00	344.92	344.92
ONMIS103114	12/14/2021	01/13/2022	2,867.80	0.00	0.00	2,867.80	0.00	0.00	0.00	2,867.80	2,867.80
ONMIS103139	12/14/2021	01/13/2022	1,319.15	0.00	0.00	1,319.15	0.00	0.00	0.00	1,319.15	1,319.15
ONMIS103140	12/14/2021	01/13/2022	7,048.94	0.00	0.00	7,048.94	0.00	0.00	0.00	7,048.94	7,048.94
ONMIS103147	12/14/2021	01/13/2022	252.08	0.00	0.00	252.08	0.00	0.00	0.00	252.08	252.08
ONMIS103423	12/14/2021	01/13/2022	84,373.43	0.00	0.00	84,373.43	0.00	0.00	0.00	84,373.43	84,373.43
Vendor #:	Total for FAS002 :										
2-505-22825	FED001 (Federal Express Canada Ltd.)	11/22/2021	135.13	0.00	0.00	135.13	0.00	0.00	0.00	0.00	135.13
2-507-32551	12/06/2021	12/21/2021	492.42	0.00	0.00	492.42	0.00	0.00	0.00	0.00	492.42
2-509-79202	12/20/2021	01/04/2022	179.88	0.00	0.00	179.88	0.00	0.00	0.00	0.00	179.88
2-511-81892	01/03/2022	01/18/2022	52.52	0.00	0.00	52.52	0.00	0.00	0.00	0.00	52.52
251604559	01/31/2022	02/15/2022	31.84	0.00	0.00	31.84	0.00	0.00	0.00	0.00	31.84
Vendor #:	Total for FED001 :										
7184521536	FED003 (FedEx Freight)	01/07/2021	891.79	0.00	0.00	891.79	0.00	0.00	0.00	0.00	891.79
772754985593	02/05/2021	02/08/2021	698.01	0.00	0.00	698.01	0.00	0.00	0.00	0.00	698.01
Vendor #:	Total for FED003 :										
01312021	FEL001 (Feldstein & Associates LLP)	01/31/2021	51.56	0.00	0.00	51.56	0.00	0.00	0.00	0.00	51.56
02282021	02/28/2021	02/28/2021	51.56	0.00	0.00	51.56	0.00	0.00	0.00	0.00	51.56
03312021	03/31/2021	03/31/2021	18,701.50	0.00	0.00	18,701.50	0.00	0.00	0.00	0.00	18,701.50
143338	12/14/2021	12/14/2021	23,504.00	0.00	0.00	23,504.00	0.00	0.00	0.00	0.00	23,504.00
143399	() 12/14/2021	12/14/2021	42,360.18	0.00	0.00	42,360.18	0.00	0.00	0.00	0.00	42,205.50
Vendor #:	Total for FEL001 :										
4624	FIR003 (First Choice pure water)	10/01/2021	898.35	0.00	0.00	898.35	0.00	0.00	0.00	0.00	898.35
Vendor #:	Total for FIR003 :										
FCHR-08392	FIR005 (First Choice HR Solution Inc.)	01/25/2021	18,039.88	0.00	0.00	18,039.88	0.00	0.00	0.00	0.00	18,039.88
FCHR-08393	02/01/2021	03/03/2021	20,948.46	0.00	0.00	20,948.46	0.00	0.00	0.00	0.00	20,948.46
FCHR-08487	02/26/2021	03/28/2021	294.59	0.00	0.00	294.59	0.00	0.00	0.00	0.00	294.59

FCHR-08494	03/03/2021	04/02/2021	1,325.66	0.00	0.00	0.00	0.00	1,325.66
FCHR-08510	03/05/2021	04/04/2021	2,426.45	0.00	0.00	0.00	2,426.45	
		Total for FIR005 :	43,035.04	15,000.00	0.00	28,035.04	0.00	28,035.04
Vendor #:	FLA001 (Flame-Tamer Fire & Safety Ltd.)	10/01/2021	71.90	0.00	0.00	0.00	0.01	
1193439	09/21/2021	11/22/2021	339.00	0.00	0.00	339.00		
1194934	11/12/2021	12/19/2021	203.40	0.00	203.40	0.00		
1196224	12/09/2021	12/19/2021	2,315.43	0.00	2,315.43	0.00		
1196225	12/09/2021	12/19/2021	88.99	0.00	88.99	0.00		
1196531	12/10/2021	12/20/2021	70.21	0.00	70.21	0.00		
1196546	12/16/2021	12/26/2021	88.99	0.00	88.99	0.00		
1196532	12/20/2021	12/30/2021	203.40	0.00	203.40	0.00		
1197243	01/11/2022	01/21/2022	88.99	0.00	88.99	0.00		
1197244	01/11/2022	01/21/2022	2,315.43	0.00	2,315.43	0.00		
1197245	01/11/2022	01/21/2022	73.45	0.00	73.45	0.00		
1197247	01/11/2022	01/21/2022	5,859.19	0.00	5,787.30	2,681.27	0.01	
		Total for FLA001 :	71.90	0.00	5,787.30	2,681.27	0.01	
Vendor #:	FME001 (FM Promotions)	06/07/2021	4,016.02	0.00	1,554.37	0.00	2,461.65	
18812	06/07/2021	06/22/2021	1,939.08	0.00	0.00	0.00	1,939.08	
18878	06/22/2021	07/12/2021	2,525.55	0.00	0.00	0.00	2,525.55	
19118	07/12/2021	07/12/2021	1,487.08	0.00	0.00	0.00	1,487.08	
19119	07/12/2021	08/27/2021	4,488.36	0.00	0.00	0.00	4,488.36	
19307	08/27/2021	09/12/2021	1,175.20	0.00	0.00	0.00	1,175.20	
19399	09/12/2021	09/24/2021	1,090.45	0.00	0.00	0.00	1,090.45	
19488	09/24/2021	10/15/2021	2,305.20	0.00	0.00	0.00	2,305.20	
19676	10/15/2021	10/27/2021	1,079.15	0.00	0.00	0.00	1,079.15	
19802	10/27/2021	11/12/2021	2,176.38	0.00	0.00	2,176.38		
19949	11/12/2021	11/26/2021	678.00	0.00	0.00	678.00		
20068	11/26/2021	11/26/2021	3,717.70	0.00	0.00	3,717.70		
20073	11/26/2021	12/20/2021	3,101.85	0.00	0.00	0.00	3,101.85	
20282	12/20/2021	01/21/2022	1,514.20	0.00	1,514.20	0.00		
20522	01/21/2022	01/26/2022	1,937.95	0.00	1,937.95	0.00		
20549	01/26/2022		33,232.17	0.00	1,554.37	0.00	15,167.39	
		Total for FME001 :	33,232.17	1,700.00	31,677.80	3,452.15	3,384.35	
Vendor #:	FRA005 (Frank D'Angelo)	12/08/2021	350,000.00	0.00	1,700.00	0.00	348,300.00	
DEC082021JOLOGRECO	12/08/2021	12/23/2021	600.00	0.00	0.00	600.00		
DEC232021	12/23/2021	01/12/2022	2,500.00	0.00	0.00	2,500.00		
12232021	01/12/2022		353,100.00	1,700.00	351,400.00	0.00	0.00	
		Total for FRA005 :	353,100.00	1,700.00	351,400.00	0.00	0.00	
Vendor #:	FRA011 (Frank D'Angelo)	01/04/2022	18,459.00	0.00	18,459.00	0.00	0.00	
LOAN01042022	01/04/2022		18,459.00	0.00	18,459.00	0.00	0.00	
Vendor #:	FUT001 (A Future Employment Inc.)	11/22/2021	6,507.46	0.00	0.00	6,507.46		
DAB101	11/22/2021	12/09/2021	11,073.90	0.00	11,073.90	0.00		
DAB102	12/09/2021	12/30/2021	10,285.37	0.00	10,285.37	0.00		
DAB103	12/23/2021		27,866.73	0.00	27,866.73	0.00	0.00	
		Total for FUT001 :	27,866.73	0.00	27,866.73	0.00	0.00	
Vendor #:	GEL001 (Gelda Scientific & Industrial)	07/29/2021	505.11	0.00	0.00	0.00	505.11	
933360	07/29/2021	08/16/2021	135.60	0.00	0.00	0.00	135.60	
933630	08/16/2021	10/05/2021	749.19	0.00	0.00	0.00	749.19	
934250	10/05/2021	10/07/2021	505.11	0.00	0.00	0.00	505.11	
934295	10/07/2021	10/21/2021	505.11	0.00	0.00	0.00	505.11	
934482	10/21/2021	11/11/2021	56.50	0.00	0.00	0.00	56.50	
934755	11/11/2021	11/26/2021	383.07	0.00	383.07	0.00	383.07	
934992	11/26/2021	12/30/2021	383.07	0.00	383.07	0.00		
935530	12/30/2021	01/10/2022	627.15	0.00	627.15	0.00		
935650	01/10/2022	01/20/2022	505.11	0.00	505.11	0.00		
935782	01/20/2022	01/21/2022	383.07	0.00	383.07	0.00		
935806	01/21/2022		383.07	0.00	383.07	0.00		

		Total for GEL001 :							
	GER004 (Gerrie Electric Wholesale Limited)								
Vendor #:	06/21/2021	07/21/2021	0.00	4,738.09	0.00	0.00	4,738.09	0.00	
11749529	06/22/2021	07/22/2021	0.00	12.20	0.00	0.00	12.20	640.71	
11751214	06/23/2021	07/23/2021	0.00	56.09	0.00	0.00	56.09	12.20	
11753434	06/24/2021	07/24/2021	0.00	17.09	0.00	0.00	17.09	56.09	
11755541	07/15/2021	08/14/2021	0.00	456.33	0.00	0.00	456.33	17.09	
11784751	07/19/2021	08/18/2021	0.00	201.90	0.00	0.00	201.90	456.33	
11788855	07/29/2021	08/28/2021	0.00	11.42	0.00	0.00	11.42	201.90	
11806052	08/06/2021	09/05/2021	0.00	247.10	0.00	0.00	247.10	11.42	
11816270	09/20/2021	10/20/2021	0.00	335.61	0.00	0.00	335.61	247.10	
11875611	09/21/2021	10/21/2021	0.00	1,392.22	0.00	0.00	1,392.22	335.61	
11877137	09/21/2021	10/21/2021	0.00	27.03	0.00	0.00	27.03	1,392.22	
11760295*	09/21/2021	10/21/2021	0.00	8.54	0.00	0.00	8.54	27.03	
11747198*	09/21/2021	10/21/2021	0.00	1,643.96	0.00	0.00	1,643.96	8.54	
11760426	09/21/2021	10/21/2021	0.00	1,335.15	0.00	0.00	1,335.15	1,643.96	
11879123	09/27/2021	10/27/2021	0.00	344.37	0.00	0.00	344.37	1,335.15	
11829258	09/27/2021	10/27/2021	0.00	11.42	0.00	0.00	11.42	344.37	
11852406	09/30/2021	10/30/2021	0.00	12.74	0.00	0.00	12.74	11.42	
11891116	10/06/2021	11/05/2021	0.00	54.15	0.00	0.00	54.15	12.74	
11899633	10/07/2021	11/06/2021	0.00	174.37	0.00	0.00	174.37	54.15	
11901559	10/07/2021	11/06/2021	0.00	206.35	0.00	0.00	206.35	174.37	
11933813	11/30/2021	12/30/2021	0.00	67.05	0.00	0.00	67.05	206.35	
11984804	12/31/2021	01/30/2022	0.00	100.53	0.00	0.00	100.53	67.05	
12029772			0.00	6,990.23	0.00	0.00	6,990.23	100.53	
	Total for GER004 :							100.53	74.61
Vendor #:	GERG01 (Gergis Basilios)								
01262022	01/26/2022	01/26/2022	0.00	1,000.00	0.00	0.00	1,000.00	100.53	
01272022	01/27/2022	01/27/2022	0.00	750.00	0.00	0.00	750.00	1,000.00	
01312022	01/31/2022	01/31/2022	0.00	57.50	57.50	0.00	57.50	750.00	
01312022*	01/31/2022	01/31/2022	0.00	770.00	770.00	0.00	770.00	57.50	
	Total for GERG01 :							1,750.00	0.00
Vendor #:	GGF001 (GGF Real Estate Holdings Inc.)								
10292021	11/28/2021	11/28/2021	0.00	2,577.50	827.50	0.00	2,577.50	0.00	
	Total for GGF001 :							600.00	0.00
Vendor #:	GPS001 (GPS Police Inc.)								
A81966	05/18/2021	05/18/2021	0.00	94.50	0.00	0.00	94.50	0.00	
A82495	10/01/2021	10/01/2021	0.00	450.00	0.00	0.00	450.00	94.50	
A82831	01/01/2022	01/01/2022	0.00	450.00	0.00	0.00	450.00	450.00	
	Total for GPS001 :							994.50	0.00
Vendor #:	GRA005 (Graphic Print + Copies Inc.)								
17354	01/08/2021	01/08/2021	0.00	190.97	0.00	0.00	190.97	0.00	
17830	09/10/2021	09/10/2021	0.00	194.36	0.00	0.00	194.36	190.97	
	Total for GRA005 :							385.33	0.00
Vendor #:	GRE003 (Greenway Eco Services Inc.)								
25412	02/28/2021	04/29/2021	0.00	713.48	442.00	0.00	713.48	0.00	
25415	02/28/2021	04/29/2021	0.00	709.53	0.00	0.00	709.53	442.00	
25418	02/28/2021	04/29/2021	0.00	745.91	0.00	0.00	745.91	709.53	
25420	02/28/2021	04/29/2021	0.00	813.94	0.00	0.00	813.94	745.91	
25414	02/28/2021	04/29/2021	0.00	985.59	0.00	0.00	985.59	813.94	
25417	02/28/2021	04/29/2021	0.00	766.48	0.00	0.00	766.48	985.59	
25421	02/28/2021	04/29/2021	0.00	877.22	0.00	0.00	877.22	766.48	
25422	02/28/2021	04/29/2021	0.00	684.22	0.00	0.00	684.22	877.22	
25424	02/28/2021	04/29/2021	0.00	959.48	0.00	0.00	959.48	684.22	
25892	03/31/2021	05/30/2021	0.00	362.01	362.01	0.00	362.01	959.48	
26145	04/30/2021	05/30/2021	0.00	654.16	0.00	0.00	654.16	362.01	
26150	04/30/2021	05/30/2021	0.00	935.75	0.00	0.00	935.75	654.16	
26151	04/30/2021	05/30/2021	0.00	677.89	0.00	0.00	677.89	935.75	
26152	04/30/2021	05/30/2021	0.00	620.94	0.00	0.00	620.94	677.89	
	Total for GRE003 :							4,929.58	1,437.74

10475RED	07/22/2021	08/11/2021	11,673.22	0.00	0.00	11,673.22	0.00	0.00	11,673.22
10482ALL	07/22/2021	08/21/2021	140,630.56	0.00	0.00	140,630.56	0.00	0.00	140,630.56
10483ALL	07/22/2021	08/21/2021	89,067.82	0.00	0.00	89,067.82	0.00	0.00	89,067.82
10487ALL	07/23/2021	08/22/2021	88,753.24	0.00	0.00	88,753.24	0.00	0.00	88,753.24
10476RED	07/23/2021	08/12/2021	11,674.83	0.00	0.00	11,674.83	0.00	0.00	11,674.83
10477RED	07/23/2021	08/12/2021	11,611.65	0.00	0.00	11,611.65	0.00	0.00	11,611.65
10481WEGO	07/26/2021	08/25/2021	54,901.58	0.00	0.00	54,901.58	0.00	0.00	54,901.58
10498RED	07/26/2021	08/15/2021	11,681.25	0.00	0.00	11,681.25	0.00	0.00	11,681.25
10488ALL	07/27/2021	08/26/2021	84,542.00	0.00	0.00	84,542.00	0.00	0.00	84,542.00
10499RED	07/27/2021	08/26/2021	11,706.96	0.00	0.00	11,706.96	0.00	0.00	11,706.96
10499RED	07/27/2021	08/16/2021	11,629.84	0.00	0.00	11,629.84	0.00	0.00	11,629.84
10489ALL	07/28/2021	08/27/2021	122,485.90	0.00	0.00	122,485.90	0.00	0.00	122,485.90
10500RED	07/28/2021	() 08/17/2021	6,061.53	0.00	0.00	6,061.53	0.00	0.00	6,061.53
10490ALL	07/29/2021	08/28/2021	85,143.50	0.00	0.00	85,143.50	0.00	0.00	85,143.50
10491ALL	07/30/2021	08/29/2021	117,450.72	0.00	0.00	117,450.72	0.00	0.00	117,450.72
10501RED	07/30/2021	08/19/2021	6,376.61	0.00	0.00	6,376.61	0.00	0.00	6,376.61
10502RED	07/30/2021	08/19/2021	5,864.87	0.00	0.00	5,864.87	0.00	0.00	5,864.87
10503RED	() 07/31/2021	08/20/2021	11,612.17	0.00	0.00	11,612.17	0.00	0.00	11,612.17
10517RED	08/02/2021	() 08/22/2021	11,628.24	0.00	0.00	11,628.24	0.00	0.00	11,628.24
10518RED	08/02/2021	08/22/2021	11,672.79	0.00	0.00	11,672.79	0.00	0.00	11,672.79
10519RED	08/04/2021	08/24/2021	11,686.07	0.00	0.00	11,686.07	0.00	0.00	11,686.07
10504RED	08/04/2021	08/24/2021	11,577.35	0.00	0.00	11,577.35	0.00	0.00	11,577.35
10520RED	08/05/2021	08/25/2021	11,730.71	0.00	0.00	11,730.71	0.00	0.00	11,730.71
10521RED	08/05/2021	08/25/2021	11,598.20	0.00	0.00	11,598.20	0.00	0.00	11,598.20
10522RED	08/06/2021	08/26/2021	9,866.03	0.00	0.00	9,866.03	0.00	0.00	9,866.03
10533RED	08/06/2021	08/26/2021	9,660.21	0.00	0.00	9,660.21	0.00	0.00	9,660.21
10492BEE	08/06/2021	09/05/2021	48,508.27	0.00	0.00	48,508.27	0.00	0.00	48,508.27
10528RED	08/09/2021	08/29/2021	11,677.62	0.00	0.00	11,677.62	0.00	0.00	11,677.62
10527RED	08/09/2021	08/29/2021	11,740.97	0.00	0.00	11,740.97	0.00	0.00	11,740.97
10529RED	08/10/2021	08/30/2021	11,716.91	0.00	0.00	11,716.91	0.00	0.00	11,716.91
10530RED	08/11/2021	08/31/2021	11,838.51	0.00	0.00	11,838.51	0.00	0.00	11,838.51
10531RED	08/11/2021	08/31/2021	11,843.51	0.00	0.00	11,843.51	0.00	0.00	11,843.51
10532RED	08/12/2021	09/01/2021	11,667.52	0.00	0.00	11,667.52	0.00	0.00	11,667.52
10533RED	08/13/2021	09/02/2021	11,654.35	0.00	0.00	11,654.35	0.00	0.00	11,654.35
10534RED	08/13/2021	09/02/2021	11,574.61	0.00	0.00	11,574.61	0.00	0.00	11,574.61
10540ALL	08/13/2021	09/12/2021	140,503.36	0.00	0.00	140,503.36	0.00	0.00	140,503.36
10541ALL	08/13/2021	130,690.60	130,690.60	0.00	0.00	130,690.60	0.00	0.00	130,690.60
10535RED	() 08/14/2021	09/03/2021	11,497.15	0.00	0.00	11,497.15	0.00	0.00	11,497.15
10551RED	08/16/2021	09/05/2021	11,694.75	0.00	0.00	11,694.75	0.00	0.00	11,694.75
10552RED	08/17/2021	09/06/2021	11,746.80	0.00	0.00	11,746.80	0.00	0.00	11,746.80
10542ALL	08/17/2021	09/16/2021	75,127.39	0.00	0.00	75,127.39	0.00	0.00	75,127.39
10543ALL	08/18/2021	09/17/2021	138,481.00	0.00	0.00	138,481.00	0.00	0.00	138,481.00
10553RED	08/18/2021	09/07/2021	11,600.39	0.00	0.00	11,600.39	0.00	0.00	11,600.39
10554RED	08/18/2021	09/07/2021	11,713.70	0.00	0.00	11,713.70	0.00	0.00	11,713.70
10555RED	08/19/2021	09/08/2021	11,572.01	0.00	0.00	11,572.01	0.00	0.00	11,572.01
10544ALL	08/19/2021	09/18/2021	132,938.91	0.00	0.00	132,938.91	0.00	0.00	132,938.91
10545ALL	08/20/2021	09/19/2021	77,464.05	0.00	0.00	77,464.05	0.00	0.00	77,464.05
10556RED	08/20/2021	09/09/2021	11,666.35	0.00	0.00	11,666.35	0.00	0.00	11,666.35
10568RED	08/23/2021	09/12/2021	11,592.89	0.00	0.00	11,592.89	0.00	0.00	11,592.89
10557RED	08/23/2021	09/12/2021	11,578.23	0.00	0.00	11,578.23	0.00	0.00	11,578.23
10569RED	08/24/2021	09/13/2021	11,851.38	0.00	0.00	11,851.38	0.00	0.00	11,851.38
10570RED	08/25/2021	09/14/2021	11,767.72	0.00	0.00	11,767.72	0.00	0.00	11,767.72
10571RED	08/26/2021	09/15/2021	11,788.63	0.00	0.00	11,788.63	0.00	0.00	11,788.63
10572RED	08/27/2021	09/16/2021	11,432.24	0.00	0.00	11,432.24	0.00	0.00	11,432.24
10582RED	08/30/2021	09/19/2021	11,791.85	0.00	0.00	11,791.85	0.00	0.00	11,791.85
10574RED	08/31/2021	09/20/2021	11,705.35	0.00	0.00	11,705.35	0.00	0.00	11,705.35
10584RED	08/31/2021	09/20/2021	9,605.81	0.00	0.00	9,605.81	0.00	0.00	9,605.81
10585RED	09/01/2021	09/21/2021	11,728.38	0.00	0.00	11,728.38	0.00	0.00	11,728.38

10586RED	09/02/2021	09/22/2021	11,816.37	0.00	0.00	0.00	11,816.37	0.00	11,816.37
10573RED	09/02/2021	09/22/2021	11,605.74	0.00	0.00	0.00	11,605.74	0.00	11,605.74
10587RED	09/03/2021	09/23/2021	11,708.89	0.00	0.00	0.00	11,708.89	0.00	11,708.89
10598RED	09/07/2021	09/27/2021	11,808.47	0.00	0.00	0.00	11,808.47	0.00	11,808.47
10599RED	() 09/08/2021	09/28/2021	11,588.58	0.00	0.00	0.00	11,588.58	0.00	11,588.58
10600RED	09/09/2021	09/29/2021	11,796.68	0.00	0.00	0.00	11,796.68	0.00	11,796.68
10601RED	09/10/2021	09/30/2021	11,657.15	0.00	0.00	0.00	11,657.15	0.00	11,657.15
10602RED	09/12/2021	10/02/2021	11,628.68	0.00	0.00	0.00	11,628.68	0.00	11,628.68
10622RED	09/13/2021	10/03/2021	11,597.04	0.00	0.00	0.00	11,597.04	0.00	11,597.04
10609ALL	09/14/2021	10/14/2021	270,051.64	0.00	0.00	0.00	270,051.64	0.00	270,051.64
10623RED	09/14/2021	10/04/2021	11,612.64	0.00	0.00	0.00	11,612.64	0.00	11,612.64
10610ALL	09/15/2021	10/15/2021	74,650.39	0.00	0.00	0.00	74,650.39	0.00	74,650.39
10624RED	09/15/2021	10/05/2021	8,771.89	0.00	0.00	0.00	8,771.89	0.00	8,771.89
10625RED	09/16/2021	10/06/2021	8,266.68	0.00	0.00	0.00	8,266.68	0.00	8,266.68
10611ALL	09/16/2021	10/16/2021	124,730.00	0.00	0.00	0.00	124,730.00	0.00	124,730.00
10612ALL	09/17/2021	10/17/2021	73,035.75	0.00	0.00	0.00	73,035.75	0.00	73,035.75
10626RED	09/17/2021	10/07/2021	11,542.06	0.00	0.00	0.00	11,542.06	0.00	11,542.06
10627RED	09/17/2021	10/07/2021	11,634.66	0.00	0.00	0.00	11,634.66	0.00	11,634.66
10628RED	09/18/2021	10/08/2021	11,726.24	0.00	0.00	0.00	11,726.24	0.00	11,726.24
10613ALL	09/20/2021	10/20/2021	81,315.00	0.00	0.00	0.00	81,315.00	0.00	81,315.00
10637RED	09/20/2021	10/10/2021	11,700.87	0.00	0.00	0.00	11,700.87	0.00	11,700.87
10638RED	09/21/2021	10/11/2021	8,734.75	0.00	0.00	0.00	8,734.75	0.00	8,734.75
10616ALL	09/21/2021	10/21/2021	71,914.16	0.00	0.00	0.00	71,914.16	0.00	71,914.16
10614ALL	() 09/22/2021	10/22/2021	67,118.00	0.00	0.00	0.00	67,118.00	0.00	67,118.00
10639RED	09/22/2021	() 10/12/2021	8,869.17	0.00	0.00	0.00	8,869.17	0.00	8,869.17
10640RED	() 09/23/2021	10/13/2021	9,265.46	0.00	0.00	0.00	9,265.46	0.00	9,265.46
10615ALL	09/23/2021	10/23/2021	115,335.00	0.00	0.00	0.00	115,335.00	0.00	115,335.00
10641RED	09/24/2021	10/14/2021	11,554.33	0.00	0.00	0.00	11,554.33	0.00	11,554.33
10642RED	09/24/2021	10/14/2021	11,567.19	0.00	0.00	0.00	11,567.19	0.00	11,567.19
10643RED	09/25/2021	10/15/2021	11,522.20	0.00	0.00	0.00	11,522.20	0.00	11,522.20
10653RED	09/27/2021	10/17/2021	11,646.33	0.00	0.00	0.00	11,646.33	0.00	11,646.33
10617BEE-MAID	() 09/28/2021	() 10/28/2021	48,508.27	0.00	0.00	0.00	48,508.27	0.00	48,508.27
10654RED	09/28/2021	10/18/2021	11,563.97	0.00	0.00	0.00	11,563.97	0.00	11,563.97
10655RED	09/29/2021	10/19/2021	11,529.22	0.00	0.00	0.00	11,529.22	0.00	11,529.22
10656RED	09/30/2021	10/20/2021	11,662.37	0.00	0.00	0.00	11,662.37	0.00	11,662.37
10657RED	10/01/2021	10/21/2021	11,535.64	0.00	0.00	0.00	11,535.64	0.00	11,535.64
10618WEGO	10/01/2021	10/31/2021	46,854.79	0.00	0.00	0.00	46,854.79	0.00	46,854.79
10608ALL	10/01/2021	10/31/2021	79,001.00	0.00	0.00	0.00	79,001.00	0.00	79,001.00
10658RED	10/02/2021	10/22/2021	11,568.20	0.00	0.00	0.00	11,568.20	0.00	11,568.20
10659RED	10/02/2021	10/22/2021	11,648.60	0.00	0.00	0.00	11,648.60	0.00	11,648.60
10666RED	10/04/2021	10/24/2021	11,683.22	0.00	0.00	0.00	11,683.22	0.00	11,683.22
10667RED	10/05/2021	10/25/2021	11,641.09	0.00	0.00	0.00	11,641.09	0.00	11,641.09
10668RED	10/06/2021	() 10/26/2021	11,753.55	0.00	0.00	0.00	11,753.55	0.00	11,753.55
10669RED	10/07/2021	10/27/2021	11,727.84	0.00	0.00	0.00	11,727.84	0.00	11,727.84
10671RED	10/09/2021	10/29/2021	11,755.41	0.00	0.00	0.00	11,755.41	0.00	11,755.41
10675ALL	() 10/12/2021	11/11/2021	170,901.59	0.00	0.00	0.00	170,901.59	0.00	170,901.59
10676ALL	() 10/12/2021	11/11/2021	69,412.50	0.00	0.00	0.00	69,412.50	0.00	69,412.50
10670RED	10/12/2021	11/01/2021	11,566.60	0.00	0.00	0.00	11,566.60	0.00	11,566.60
10677ALL	10/13/2021	11/12/2021	154,402.43	0.00	0.00	0.00	154,402.43	0.00	154,402.43
10689RED	10/14/2021	11/03/2021	11,667.52	0.00	0.00	0.00	11,667.52	0.00	11,667.52
10690RED	10/15/2021	() 11/04/2021	11,562.37	0.00	0.00	0.00	11,562.37	0.00	11,562.37
10678ALL	10/15/2021	11/14/2021	94,080.00	0.00	0.00	0.00	94,080.00	0.00	94,080.00
10682WEGO	10/15/2021	11/14/2021	69,822.79	0.00	0.00	0.00	69,822.79	0.00	69,822.79
10679ALL	10/16/2021	11/15/2021	70,132.90	0.00	0.00	0.00	70,132.90	0.00	70,132.90
10691RED	10/16/2021	11/05/2021	11,589.68	0.00	0.00	0.00	11,589.68	0.00	11,589.68
10693RED	10/18/2021	11/07/2021	11,555.39	0.00	0.00	0.00	11,555.39	0.00	11,555.39
10680ALL	10/18/2021	11/17/2021	26,882.07	0.00	0.00	0.00	26,882.07	0.00	26,882.07
10694RED	10/19/2021	11/18/2021	11,697.32	0.00	0.00	0.00	11,697.32	0.00	11,697.32

10695RED	() 10/20/2021	11/09/2021	11,734.27	0.00	0.00	0.00	11,734.27	0.00	0.00	11,734.27
10696RED	10/21/2021	11/10/2021	11,576.83	0.00	0.00	0.00	11,576.83	0.00	0.00	11,576.83
10681BEE-MAID	10/21/2021	11/20/2021	48,508.27	0.00	0.00	0.00	48,508.27	0.00	0.00	48,508.27
10697RED	10/22/2021	11/11/2021	11,771.22	0.00	0.00	0.00	11,771.22	0.00	0.00	11,771.22
10698RED	10/22/2021	11/11/2021	11,743.91	0.00	0.00	0.00	11,743.91	0.00	0.00	11,743.91
10708RED	() 10/26/2021	() 11/15/2021	8,858.77	0.00	0.00	0.00	8,858.77	0.00	0.00	8,858.77
10709RED	10/27/2021	11/16/2021	11,637.39	0.00	0.00	0.00	11,637.39	0.00	0.00	11,637.39
10710RED	() 10/28/2021	11/17/2021	8,922.80	0.00	0.00	0.00	8,922.80	0.00	0.00	8,922.80
10711RED	10/29/2021	11/18/2021	8,760.41	0.00	0.00	0.00	8,760.41	0.00	0.00	8,760.41
10712RED	10/30/2021	11/19/2021	11,647.51	0.00	0.00	0.00	11,647.51	0.00	0.00	11,647.51
10707RED	11/01/2021	11/21/2021	8,678.60	0.00	0.00	0.00	8,678.60	0.00	0.00	8,678.60
10722RED	11/02/2021	11/22/2021	10,252.30	0.00	0.00	0.00	10,252.30	0.00	0.00	10,252.30
10739RED	11/02/2021	11/22/2021	11,622.67	0.00	0.00	0.00	11,622.67	0.00	0.00	11,622.67
10725RED	11/03/2021	11/23/2021	8,737.65	0.00	0.00	0.00	8,737.65	0.00	0.00	8,737.65
10723RED	11/03/2021	11/23/2021	8,766.83	0.00	0.00	0.00	8,766.83	0.00	0.00	8,766.83
10724RED	11/04/2021	11/24/2021	8,807.13	0.00	0.00	0.00	8,807.13	0.00	0.00	8,807.13
10727ALL	11/04/2021	12/04/2021	207,086.44	0.00	0.00	0.00	207,086.44	0.00	0.00	207,086.44
10740RED	11/04/2021	11/24/2021	8,787.68	0.00	0.00	0.00	8,787.68	0.00	0.00	8,787.68
10741RED	11/05/2021	11/25/2021	11,686.07	0.00	0.00	0.00	11,686.07	0.00	0.00	11,686.07
10744RED	11/06/2021	11/26/2021	11,682.86	0.00	0.00	0.00	11,682.86	0.00	0.00	11,682.86
10726RED	11/06/2021	11/26/2021	11,718.52	0.00	0.00	0.00	11,718.52	0.00	0.00	11,718.52
10756RED	11/07/2021	11/27/2021	11,506.76	0.00	0.00	0.00	11,506.76	0.00	0.00	11,506.76
10721RED	11/08/2021	11/28/2021	11,619.70	0.00	0.00	0.00	11,619.70	0.00	0.00	11,619.70
10745RED	11/08/2021	11/28/2021	11,825.84	0.00	0.00	0.00	11,825.84	0.00	0.00	11,825.84
10728ALL	() 11/09/2021	12/09/2021	85,432.80	0.00	0.00	0.00	85,432.80	0.00	0.00	85,432.80
10746RED	11/09/2021	11/29/2021	11,589.13	0.00	0.00	0.00	11,589.13	0.00	0.00	11,589.13
10747RED	11/10/2021	11/30/2021	11,694.45	0.00	0.00	0.00	11,694.45	0.00	0.00	11,694.45
10729ALL	11/10/2021	12/10/2021	138,527.20	0.00	0.00	0.00	138,527.20	0.00	0.00	138,527.20
10730ALL	11/10/2021	12/10/2021	69,832.15	0.00	0.00	0.00	69,832.15	0.00	0.00	69,832.15
10748RED	11/10/2021	11/30/2021	11,606.22	0.00	0.00	0.00	11,606.22	0.00	0.00	11,606.22
10751RED	11/12/2021	12/02/2021	11,678.04	0.00	0.00	0.00	11,678.04	0.00	0.00	11,678.04
10754RED	11/15/2021	() 12/05/2021	11,844.95	0.00	0.00	0.00	11,844.95	0.00	0.00	11,844.95
10733ALL	11/16/2021	12/16/2021	11,755.77	0.00	0.00	0.00	11,755.77	0.00	0.00	11,755.77
10731ALL	11/16/2021	12/16/2021	45,675.00	0.00	0.00	0.00	45,675.00	0.00	0.00	45,675.00
10766RED	11/16/2021	12/06/2021	112,415.19	0.00	0.00	0.00	112,415.19	0.00	0.00	112,415.19
10767RED	11/17/2021	12/07/2021	11,680.33	0.00	0.00	0.00	11,680.33	0.00	0.00	11,680.33
10732ALL	11/17/2021	12/17/2021	72,921.24	0.00	0.00	0.00	72,921.24	0.00	0.00	72,921.24
10768RED	11/18/2021	12/08/2021	11,668.40	0.00	0.00	0.00	11,668.40	0.00	0.00	11,668.40
10772RED	11/20/2021	12/10/2021	11,553.28	0.00	0.00	0.00	11,553.28	0.00	0.00	11,553.28
10775RED	11/22/2021	12/12/2021	11,819.58	0.00	0.00	0.00	11,819.58	0.00	0.00	11,819.58
10783RED	11/23/2021	12/13/2021	11,639.91	0.00	0.00	0.00	11,639.91	0.00	0.00	11,639.91
10784RED	11/24/2021	12/14/2021	11,711.78	0.00	0.00	0.00	11,711.78	0.00	0.00	11,711.78
10786RED	11/25/2021	12/15/2021	11,613.26	0.00	0.00	0.00	11,613.26	0.00	0.00	11,613.26
10788RED	11/26/2021	12/16/2021	9,762.91	0.00	0.00	0.00	9,762.91	0.00	0.00	9,762.91
10790RED	11/28/2021	12/18/2021	11,671.18	0.00	0.00	0.00	11,671.18	0.00	0.00	11,671.18
10791RED	11/29/2021	12/19/2021	10,227.32	0.00	0.00	0.00	10,227.32	0.00	0.00	10,227.32
10801RED	11/30/2021	12/20/2021	8,122.74	0.00	0.00	0.00	8,122.74	0.00	0.00	8,122.74
10805RED	12/02/2021	12/22/2021	11,595.82	0.00	0.00	0.00	11,595.82	0.00	0.00	11,595.82
10808RED	12/05/2021	12/25/2021	11,570.40	0.00	0.00	0.00	11,570.40	0.00	0.00	11,570.40
10810RED	12/06/2021	12/26/2021	11,664.31	0.00	0.00	0.00	11,664.31	0.00	0.00	11,664.31
10815RED	12/07/2021	12/27/2021	11,939.91	0.00	0.00	0.00	11,939.91	0.00	0.00	11,939.91
10817RED	12/08/2021	12/28/2021	11,453.48	0.00	0.00	0.00	11,453.48	0.00	0.00	11,453.48
10818RED	12/09/2021	12/29/2021	11,689.94	0.00	0.00	0.00	11,689.94	0.00	0.00	11,689.94
10820RED	12/10/2021	12/30/2021	11,653.94	0.00	0.00	0.00	11,653.94	0.00	0.00	11,653.94
10823RED	12/13/2021	() 01/02/2022	11,729.74	0.00	0.00	0.00	11,729.74	0.00	0.00	11,729.74
10831RED	12/14/2021	01/13/2022	11,688.04	0.00	0.00	0.00	11,688.04	0.00	0.00	11,688.04
10848RED	01/04/2022	01/24/2022	17,418.21	0.00	0.00	0.00	17,418.21	0.00	0.00	17,418.21

10849RED	01/04/2022	01/24/2022	17,253.25	0.00	0.00	17,253.25				
10846RED	01/05/2022	01/26/2022	17,494.29	0.00	0.00	17,494.29				
10847RED	01/06/2022	01/26/2022	12,288.34	0.00	0.00	12,288.34				
10870RED	01/10/2022	01/30/2022	17,491.90	0.00	0.00	17,491.90				
10871RED	01/10/2022	() 01/30/2022	17,444.50	0.00	0.00	17,444.50				
10872RED	01/11/2022	01/31/2022	17,632.86	0.00	0.00	17,632.86				
10873RED	01/12/2022	02/01/2022	17,518.23	0.00	0.00	17,518.23				
10874RED	01/12/2022	02/01/2022	17,311.57	0.00	0.00	17,311.57				
10875RED	01/13/2022	02/02/2022	17,558.93	0.00	0.00	17,558.93				
10876RED	01/14/2022	02/03/2022	17,461.24	0.00	0.00	17,461.24				
10884RED	01/20/2022	02/09/2022	15,546.84	0.00	0.00	15,546.84				
10885RED	01/21/2022	02/10/2022	17,515.84	0.00	0.00	17,515.84				
10886RED	01/24/2022	02/23/2022	17,372.79	0.00	0.00	17,372.79				
10888RED	01/25/2022	02/24/2022	17,254.02	0.00	0.00	17,254.02				
10889RED	01/26/2022	02/25/2022	17,661.88	0.00	0.00	17,661.88				
10890RED	01/27/2022	02/26/2022	17,431.45	0.00	0.00	17,431.45				
10891RED	01/28/2022	02/27/2022	17,477.53	0.00	0.00	17,477.53				
10894RED	01/31/2022	03/02/2022	17,676.25	0.00	0.00	17,676.25				
CRNOTE10894	01/31/2022	01/31/2022	-17,676.25	0.00	0.00	-17,676.25				
		Total for INCG001 :	7,862,822.09	82,712.16	0.00	7,780,109.93	207,743.18	981,843.97	1,352,161.22	4,086,102.94
Vendor #:	JCI001 (JCI Employment Solutions)									
1587	05/19/2021	06/03/2021	21,249.03	0.00	19,272.71	0.00				1,976.32
1588	() 05/27/2021	06/11/2021	20,698.11	0.00	0.00	0.00				20,698.11
1589*	06/02/2021	06/17/2021	14,809.49	0.00	0.00	0.00				14,809.49
1590	06/09/2021	06/24/2021	15,000.18	0.00	0.00	0.00				15,000.18
1591	06/18/2021	07/03/2021	15,209.68	0.00	0.00	0.00				15,209.68
1592	06/23/2021	07/08/2021	16,298.50	0.00	0.00	0.00				16,298.50
1594	06/30/2021	07/15/2021	12,843.28	0.00	0.00	0.00				12,843.28
1595	07/16/2021	07/31/2021	13,287.94	0.00	0.00	0.00				13,287.94
1597	07/26/2021	08/10/2021	15,508.31	0.00	0.00	0.00				15,508.31
1598	07/30/2021	08/14/2021	19,439.55	0.00	0.00	0.00				19,439.55
1599	08/05/2021	08/20/2021	15,111.41	0.00	0.00	0.00				15,111.41
		Total for JCI001 :	193,233.31	19,272.71	0.00	173,960.60	0.00	0.00	0.00	173,960.60
Vendor #:	JEW002 (CKDX Radio LTD/Jewel FM)									
98894-5	03/28/2021	04/27/2021	1,582.00	0.00	1,036.50	0.00				545.50
98894-6	04/25/2021	05/25/2021	1,582.00	0.00	0.00	0.00				1,582.00
98891-6	04/25/2021	05/25/2021	1,243.00	0.00	959.55	0.00				283.45
98892-6	04/25/2021	05/25/2021	452.00	0.00	0.00	0.00				452.00
98894-7	05/30/2021	05/30/2021	395.50	0.00	0.00	0.00				395.50
98888-7	05/30/2021	05/31/2021	141.25	0.00	0.00	0.00				141.25
98887-7	() 05/30/2021	05/31/2021	113.00	0.00	0.00	0.00				113.00
98892-7	05/30/2021	05/30/2021	113.00	0.00	0.00	0.00				113.00
BALANCEOWED	08/01/2021	08/31/2021	7,587.97	0.00	0.00	0.00				7,587.97
		Total for JEW002 :	13,209.72	1,996.05	0.00	11,213.67	0.00	0.00	0.00	11,213.67
Vendor #:	JOE002 (Joe Dhaliwal)									
08192021	08/19/2021	08/19/2021	157.56	0.00	0.00	0.00				157.56
		Total for JOE002 :	157.56	0.00	0.00	157.56	0.00	0.00	0.00	157.56
Vendor #:	KASH001 (Kashruth Council of Canada)									
062277	08/09/2021	() 08/09/2021	119.50	0.00	0.00	0.00				119.50
063374	11/29/2021	11/29/2021	125.22	0.00	0.00	0.00				125.22
063944	01/24/2022	01/24/2022	119.50	0.00	0.00	0.00				119.50
		Total for KASH001 :	364.22	0.00	0.00	364.22	119.50	0.00	125.22	0.00
Vendor #:	KAU001 (Kaufman Engineered Systems Inc.)									
163459	08/31/2021	09/30/2021	1,507.67	0.00	0.00	0.00				1,507.67
		Total for KAU001 :	1,507.67	0.00	0.00	1,507.67	0.00	0.00	0.00	1,507.67
Vendor #:	KAY003 (KAY & Warburton)									
21568	07/13/2021	07/13/2021	904.00	0.00	0.00	0.00				904.00

Vendor #:	Vendor Name	Invoice Date	Invoice Description	Quantity	Unit Price	Total Price	Tax	Net Total	Payment Date	Payment Amount	Balance
	Total for KAY003 :			904.00	0.00	904.00	0.00	904.00		0.00	904.00
KEY001	(Kevin Greenhead)	01/01/2022	() 01/01/2022	696.40	0.00	696.40	0.00	696.40		0.00	696.40
		01/01/2022	01/01/2022	679.40	0.00	679.40	0.00	679.40		0.00	679.40
	Total for KEY001 :			1,375.80	0.00	1,375.80	0.00	1,375.80		0.00	1,375.80
KEY001	(Keystone Steam Supplies)	01/01/2022	01/31/2022	25,076.40	0.00	25,076.40	0.00	25,076.40		0.00	25,076.40
	Total for KEY001 :			25,076.40	0.00	25,076.40	0.00	25,076.40		0.00	25,076.40
KL001	(Klug Law)	01/03/2022	02/02/2022	2,217.12	0.00	2,217.12	0.00	2,217.12		0.00	2,217.12
		01/03/2022	02/02/2022	10,208.81	0.00	9,354.79	854.02	9,354.79		0.00	9,354.79
	Total for KLU001 :			12,425.93	0.00	11,571.91	854.02	11,571.91		0.00	11,571.91
LIF003	(Lift North America)	06/14/2021	07/14/2021	595.62	0.00	595.62	0.00	595.62		0.00	595.62
		07/09/2021	08/08/2021	518.50	0.00	518.50	0.00	518.50		0.00	518.50
		08/19/2021	09/18/2021	835.65	0.00	835.65	0.00	835.65		0.00	835.65
		09/01/2021	10/01/2021	1,327.75	0.00	1,327.75	0.00	1,327.75		0.00	1,327.75
		09/05/2021	10/05/2021	1,327.75	0.00	1,327.75	0.00	1,327.75		0.00	1,327.75
		09/26/2021	10/26/2021	56.60	0.00	56.60	0.00	56.60		0.00	56.60
		10/27/2021	11/26/2021	3,062.30	0.00	3,062.30	0.00	3,062.30		0.00	3,062.30
		11/01/2021	12/01/2021	336.12	0.00	336.12	0.00	336.12		0.00	336.12
		11/01/2021	12/01/2021	967.28	0.00	967.28	0.00	967.28		0.00	967.28
		11/01/2021	12/01/2021	444.75	0.00	444.75	0.00	444.75		0.00	444.75
		11/10/2021	12/10/2021	336.12	0.00	336.12	0.00	336.12		0.00	336.12
		11/24/2021	12/24/2021	2,655.50	0.00	2,655.50	0.00	2,655.50		0.00	2,655.50
		12/22/2021	01/21/2022	2,655.50	0.00	2,655.50	0.00	2,655.50		0.00	2,655.50
		12/22/2021	01/21/2022	666.36	0.00	666.36	0.00	666.36		0.00	666.36
		12/23/2021	01/23/2022	1,327.75	0.00	1,327.75	0.00	1,327.75		0.00	1,327.75
		12/29/2021	01/28/2022	883.61	0.00	883.61	0.00	883.61		0.00	883.61
		01/19/2022	02/18/2022	1,327.75	0.00	1,327.75	0.00	1,327.75		0.00	1,327.75
	Total for LIF003 :			19,324.91	0.00	19,324.91	0.00	19,324.91		0.00	19,324.91
LIF004	(Lift North America)	05/11/2021	06/10/2021	207.33	0.00	207.33	0.00	207.33		0.00	207.33
		09/15/2021	09/15/2021	525.90	0.00	525.90	0.00	525.90		0.00	525.90
		09/17/2021	09/17/2021	530.96	0.00	530.96	0.00	530.96		0.00	530.96
		09/29/2021	09/29/2021	493.63	0.00	493.63	0.00	493.63		0.00	493.63
		10/06/2021	10/06/2021	767.53	0.00	767.53	0.00	767.53		0.00	767.53
		10/08/2021	10/08/2021	336.12	0.00	336.12	0.00	336.12		0.00	336.12
		10/13/2021	10/13/2021	106.20	0.00	106.20	0.00	106.20		0.00	106.20
		10/14/2021	10/14/2021	229.93	0.00	229.93	0.00	229.93		0.00	229.93
		11/01/2021	11/01/2021	587.54	0.00	587.54	0.00	587.54		0.00	587.54
		12/22/2021	12/22/2021	1,258.26	0.00	1,258.26	0.00	1,258.26		0.00	1,258.26
	Total for LIF004 :			5,043.40	0.00	5,043.40	0.00	5,043.40		0.00	5,043.40
LIF005	(LIFT NORTH AMERICA)	08/20/2021	() 08/20/2021	1,642.66	0.00	1,144.64	498.02	1,144.64		0.00	1,144.64
		08/23/2021	08/23/2021	566.84	0.00	566.84	0.00	566.84		0.00	566.84
		08/27/2021	08/27/2021	1,643.87	0.00	1,643.87	0.00	1,643.87		0.00	1,643.87
		08/31/2021	08/31/2021	1,123.90	0.00	1,123.90	0.00	1,123.90		0.00	1,123.90
		08/31/2021	08/31/2021	337.72	0.00	337.72	0.00	337.72		0.00	337.72
		09/29/2021	09/29/2021	1,666.75	0.00	1,666.75	0.00	1,666.75		0.00	1,666.75
		10/21/2021	10/21/2021	1,216.12	0.00	1,216.12	0.00	1,216.12		0.00	1,216.12
		10/27/2021	10/27/2021	1,327.75	0.00	1,327.75	0.00	1,327.75		0.00	1,327.75
		11/05/2021	11/05/2021	874.24	0.00	874.24	0.00	874.24		0.00	874.24
		11/05/2021	11/05/2021	1,469.78	0.00	1,469.78	0.00	1,469.78		0.00	1,469.78
		11/24/2021	11/24/2021	1,327.75	0.00	1,327.75	0.00	1,327.75		0.00	1,327.75
		11/25/2021	11/25/2021	531.42	0.00	531.42	0.00	531.42		0.00	531.42
		11/25/2021	11/25/2021	1,387.72	0.00	1,387.72	0.00	1,387.72		0.00	1,387.72
	Total for LIF005 :			-1,658.84	0.00	-1,658.84	0.00	-1,658.84		0.00	-1,658.84

67263018	11/20/2021	12/05/2021	0.00	0.00	0.00	2,046.54	2,046.54
67264666	11/22/2021	12/07/2021	0.00	0.00	3,185.81	3,185.81	
67436691	11/27/2021	12/12/2021	0.00	0.00	2,578.49	2,578.49	
67468487	11/29/2021	12/14/2021	0.00	0.00	2,176.60	2,176.60	
67470281	11/29/2021	12/14/2021	0.00	0.00	1,416.28	1,416.28	
67492252	11/30/2021	12/15/2021	0.00	0.00	565.00	565.00	
67492253	11/30/2021	() 12/15/2021	0.00	0.00	678.00	678.00	
67566322	() 11/30/2021	12/15/2021	0.00	0.00	1,795.68	1,795.68	
67600515	12/02/2021	12/17/2021	0.00	0.00	1,748.48	1,748.48	
67623391	12/03/2021	12/18/2021	0.00	0.00	2,146.80	2,146.80	
67639779	12/04/2021	12/19/2021	0.00	0.00	2,504.71	2,504.71	
67641188	12/06/2021	12/21/2021	0.00	0.00	1,643.48	1,643.48	
67658396	12/07/2021	12/22/2021	0.00	0.00	2,688.03	2,688.03	
67677171	12/08/2021	12/23/2021	0.00	0.00	2,932.42	2,932.42	
67709499	12/10/2021	12/25/2021	0.00	0.00	2,334.40	2,334.40	
67710776	12/10/2021	12/25/2021	0.00	0.00	1,495.39	1,495.39	
67724973	12/12/2021	12/27/2021	0.00	0.00	1,789.12	1,789.12	
67759977	12/15/2021	12/30/2021	0.00	0.00	2,616.45	2,616.45	
67777674	12/16/2021	12/31/2021	0.00	0.00	2,234.30	2,234.30	
67794580	12/17/2021	01/01/2022	0.00	0.00	2,138.72	2,138.72	
67810598	12/18/2021	01/02/2022	0.00	0.00	1,907.14	1,907.14	
67812212	() 12/20/2021	01/04/2022	0.00	0.00	3,537.50	3,537.50	
67812269	12/20/2021	01/04/2022	0.00	0.00	1,810.21	1,810.21	
67842604	12/21/2021	() 01/05/2022	0.00	0.00	2,816.84	2,816.84	
67962518	12/23/2021	01/07/2022	0.00	0.00	2,828.73	2,828.73	
67978414	12/24/2021	01/08/2022	0.00	0.00	2,450.63	2,450.63	
68017526	12/29/2021	() 01/13/2022	0.00	0.00	1,669.52	1,669.52	
68030647	12/30/2021	01/14/2022	0.00	0.00	2,334.40	2,334.40	
68046027	01/01/2022	01/16/2022	0.00	0.00	2,182.67	2,182.67	
68047995	01/01/2022	01/16/2022	0.00	0.00	701.73	701.73	
68186765	01/05/2022	01/20/2022	0.00	0.00	2,175.92	2,175.92	
68202072	01/06/2022	01/21/2022	0.00	0.00	2,481.93	2,481.93	
68218375	01/07/2022	01/22/2022	0.00	0.00	2,048.80	2,048.80	
68233636	01/08/2022	01/23/2022	0.00	0.00	3,026.53	3,026.53	
68234227	01/09/2022	01/24/2022	0.00	0.00	2,224.29	2,224.29	
68252758	01/11/2022	01/26/2022	0.00	0.00	2,576.91	2,576.91	
68285319	01/13/2022	01/28/2022	0.00	0.00	2,710.07	2,710.07	
68303599	01/14/2022	01/29/2022	0.00	0.00	2,654.54	2,654.54	
68371575	01/20/2022	02/04/2022	0.00	0.00	2,387.80	2,387.80	
68495817	01/22/2022	02/06/2022	0.00	0.00	1,540.30	1,540.30	
68501907	01/23/2022	02/07/2022	0.00	0.00	2,246.61	2,246.61	
68502760	01/24/2022	02/08/2022	0.00	0.00	2,050.78	2,050.78	
68545209	01/26/2022	02/10/2022	0.00	0.00	3,141.17	3,141.17	
68561614	01/27/2022	02/11/2022	0.00	0.00	1,763.98	1,763.98	
68584503	01/28/2022	02/12/2022	0.00	0.00	2,473.00	2,473.00	
68596105	01/29/2022	02/13/2022	0.00	0.00	2,280.05	2,280.05	
68628138	01/31/2022	02/15/2022	0.00	0.00	565.00	565.00	
68628139	01/31/2022	() 02/15/2022	0.00	0.00	701.73	701.73	
Vendor #:	LOC002 (Locksmith Express)	Total for LIN005 :	177,147.54	19,150.42	44,277.08	42,320.51	51,461.01
886472	() 02/02/2021	02/02/2021	0.00	0.00	101.70	101.70	0.29
Vendor #:	Vendor #:	Total for LOC002 :	101.70	101.70	0.00	0.00	101.70
5298	03/04/2021	03/11/2021	0.00	0.00	1,909.70	1,909.70	
5303	03/18/2021	03/25/2021	0.00	0.00	762.75	762.75	
5305	03/20/2021	03/27/2021	0.00	0.00	1,356.00	1,356.00	
5304	03/22/2021	03/29/2021	0.00	0.00	423.75	423.75	
5306	03/24/2021	03/31/2021	0.00	0.00	508.50	508.50	

5307	03/25/2021	04/01/2021	678.00	0.00	0.00	0.00	0.00	0.00	0.00	678.00	1,909.70	1,909.70	678.00
5310	04/01/2021	() 04/08/2021	1,909.70	0.00	0.00	0.00	0.00	0.00	0.00	1,909.70	1,909.70	1,909.70	1,909.70
5312	04/23/2021	04/30/2021	593.25	62.15	0.00	0.00	0.00	0.00	0.00	62.15	0.00	0.00	531.10
5336	08/01/2021	08/08/2021	1,101.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,101.75
5337	08/01/2021	08/08/2021	1,909.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,909.70
5340	08/31/2021	09/07/2021	1,909.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,909.70	1,909.70	1,909.70
5345	09/30/2021	() 10/07/2021	1,909.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,909.70	1,909.70	1,909.70
5351	11/01/2021	11/08/2021	1,909.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,909.70	1,909.70	1,909.70
5354	12/01/2021	() 12/08/2021	1,909.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,909.70	1,909.70	1,909.70
5366	01/01/2022	01/08/2022	1,909.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,909.70	1,909.70	1,909.70
		Total for LON001 :	20,701.60	62.15	0.00	0.00	0.00	0.00	0.00	62.15	20,639.45	1,909.70	13,000.65
Vendor #:	MAG004 (Magic White Inc.)												
C256834	() 04/16/2021	05/16/2021	169.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	169.16
C257586	04/22/2021	05/22/2021	2,026.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,026.09
		Total for MAG004 :	2,195.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,195.25
Vendor #:	MAS004 (Mass-Vac Inc)												
12012021	12/01/2021	12/01/2021	3,069.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,069.64	3,069.64	0.00
Vendor #:	MAS006 (Mass-Vac Inc.)												
083142	() 01/26/2022	() 01/26/2022	3,475.11	3,475.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor #:	MAT008 (2694666 Ontario Inc.(Matrix Consultants))												
0631	() 01/06/2021	01/21/2021	5,761.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,761.17
0555	01/21/2021	02/05/2021	7,118.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,118.43
Vendor #:	MEN001 (Menkes Properties Corporation.)												
11012021	11/01/2021	() 11/01/2021	12,879.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,879.60
11012021*	11/01/2021	11/01/2021	51,154.15	19,561.56	0.00	0.00	0.00	0.00	0.00	19,561.56	0.00	0.00	5,761.17
12012021	12/01/2021	12/01/2021	18,455.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,118.43
12012021*	() 12/01/2021	12/01/2021	51,154.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,879.60
Vendor #:	MER003 (Mercedes-Benz Canada Inc)												
06142021	06/14/2021	06/14/2021	139,219.22	19,561.56	0.00	0.00	0.00	0.00	0.00	19,561.56	0.00	0.00	5,761.17
07152021	07/15/2021	() 07/15/2021	313.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,118.43
081622021	08/16/2021	08/16/2021	72.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,879.60
09102021	09/10/2021	09/10/2021	72.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.04
09142021	09/14/2021	09/14/2021	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00
Vendor #:	MES001 (Messer Canada)												
2103909127	06/29/2021	07/14/2021	313.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	313.16	0.00	72.04
2104019985	07/29/2021	08/13/2021	144.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.04
2104133838	() 08/28/2021	09/12/2021	144.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.04
2104249060	09/29/2021	10/14/2021	144.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00
2104360188	10/28/2021	11/12/2021	144.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.04
2104476171	11/27/2021	12/12/2021	144.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	313.16
2104586982	() 12/30/2021	01/14/2022	284.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	144.01
2104606042	() 12/31/2021	12/31/2021	-47.51	0.00	0.00	0.00	0.00	0.00	0.00	-47.51	0.00	0.00	432.03
2104697045	01/28/2022	02/12/2022	250.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,754.38
Vendor #:	MIL006 (Millar Kreklewitz LLP)												
03242021	03/24/2021	() 04/08/2021	1,351.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,353.53
529442	04/30/2021	05/14/2021	2,754.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,107.91
Vendor #:	MIN001 (Minister Of Finance/MTO)												
06222021	06/22/2021	() 06/22/2021	11,107.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.00
Vendor #:	MIN004 (Ministry Of Finance)												
L1305595328	04/23/2021	05/15/2021	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.00
		Total for MIN001 :	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,185.17

LATEFEE04232021	04/23/2021	04/23/2021	79.00	0.00	0.00	12,264.17	0.00	12,264.17	0.00	0.00	0.00	79.00
		Total for MIN004 :	19,264.17	0.00	0.00	12,264.17	0.00	12,264.17	0.00	0.00	0.00	12,264.17
Vendor #:		MIN006 (Minister of Finance (ENV/RO))										
04292021	04/29/2021	04/29/2021	1,213.19	0.00	0.00	1,213.19	0.00	1,213.19	0.00	0.00	0.00	1,213.19
		Total for MIN006 :	1,213.19	0.00	0.00	1,213.19	0.00	1,213.19	0.00	0.00	0.00	1,213.19
Vendor #:		NEW004 (New Electric Enterprises Inc.)										
66089	03/22/2021	04/21/2021	2,773.02	0.00	0.00	2,773.02	0.00	2,773.02	0.00	0.00	0.00	2,773.02
		Total for NEW004 :	2,773.02	0.00	0.00	2,773.02	0.00	2,773.02	0.00	0.00	0.00	2,773.02
Vendor #:		NORD001 (NORDSON CANADA LIMITED)										
9695094973	01/04/2021	02/04/2021	2,698.89	0.00	0.00	2,698.89	0.00	2,698.89	0.00	0.00	0.00	2,698.89
9695095506	01/20/2021	02/20/2021	5,430.70	0.00	0.00	5,430.70	0.00	5,430.70	0.00	0.00	0.00	5,430.70
		Total for NORD001 :	8,129.59	0.00	0.00	8,129.59	0.00	8,129.59	0.00	0.00	0.00	8,129.59
Vendor #:		NORS001 (Norseman Truck & Trailer Services Ltd.)										
0000074408	08/11/2021	09/10/2021	12,456.62	0.00	10,201.43	12,456.62	0.00	10,201.43	0.00	0.00	0.00	2,255.19
0000074423	08/18/2021	09/17/2021	364.43	0.00	0.00	364.43	0.00	0.00	0.00	0.00	0.00	364.43
DEB1OCT21	10/01/2021	10/31/2021	325.34	0.00	0.00	325.34	0.00	0.00	0.00	0.00	0.00	325.34
0000074528	10/25/2021	11/24/2021	508.85	0.00	0.00	508.85	0.00	0.00	0.00	508.85	0.00	508.85
0000074559	11/05/2021	12/05/2021	13,828.30	0.00	0.00	13,828.30	0.00	13,828.30	0.00	0.00	0.00	13,828.30
	11/10/2021	12/10/2021	2,151.45	0.00	0.00	2,151.45	0.00	2,151.45	0.00	0.00	0.00	2,151.45
0000074597	() 11/26/2021	12/26/2021	491.90	0.00	0.00	491.90	0.00	491.90	0.00	0.00	0.00	491.90
NSFFEEDEC032021	12/03/2021	01/02/2022	55.00	0.00	0.00	55.00	0.00	55.00	0.00	55.00	0.00	55.00
DEB30DEC21	12/30/2021	01/29/2022	350.15	0.00	0.00	350.15	0.00	350.15	0.00	350.15	0.00	350.15
DEB30JUL21	12/31/2021	01/30/2022	132.52	0.00	0.00	132.52	0.00	132.52	0.00	132.52	0.00	132.52
DEB01SEP21	12/31/2021	01/30/2022	68.91	0.00	0.00	68.91	0.00	68.91	0.00	68.91	0.00	68.91
0000074708	01/28/2022	() 02/27/2022	467.68	0.00	0.00	467.68	0.00	467.68	0.00	467.68	0.00	467.68
		Total for NORS001 :	31,201.15	0.00	10,201.43	20,999.72	0.00	20,532.04	0.00	16,471.65	508.85	2,619.62
Vendor #:		OLY001 (Olympic Dust Control)										
5306172	01/14/2022	02/13/2022	134.89	0.00	0.00	134.89	0.00	134.89	0.00	0.00	0.00	134.89
5314129	01/28/2022	02/27/2022	134.89	0.00	0.00	134.89	0.00	134.89	0.00	0.00	0.00	134.89
		Total for OLY001 :	269.78	0.00	0.00	269.78	0.00	269.78	0.00	0.00	0.00	269.78
Vendor #:		ON-HOLD (On-Hold Marketing Inc.)										
0000332462	05/26/2021	06/25/2021	898.35	0.00	841.85	898.35	0.00	841.85	0.00	0.00	0.00	56.50
0000332463	05/26/2021	06/25/2021	785.35	0.00	0.00	785.35	0.00	0.00	0.00	0.00	0.00	785.35
		Total for ON-HOLD :	1,683.70	0.00	841.85	841.85	0.00	841.85	0.00	0.00	0.00	841.85
Vendor #:		ONT006 (ONTARIO FLUID POWER LTD)										
59878	01/07/2021	02/06/2021	333.37	0.00	0.00	333.37	0.00	333.37	0.00	0.00	0.00	333.37
59877	01/08/2021	02/07/2021	831.27	0.00	0.00	831.27	0.00	831.27	0.00	0.00	0.00	831.27
59880	01/12/2021	02/11/2021	371.77	0.00	0.00	371.77	0.00	371.77	0.00	0.00	0.00	371.77
		Total for ONT006 :	1,536.41	0.00	0.00	1,536.41	0.00	1,536.41	0.00	0.00	0.00	1,536.41
Vendor #:		OWL001 (OWL TIMECLOCK)										
0379176	09/01/2021	09/01/2021	688.70	0.00	0.00	688.70	0.00	688.70	0.00	0.00	0.00	688.70
0378967	12/01/2021	12/01/2021	301.71	0.00	0.00	301.71	0.00	301.71	0.00	301.71	0.00	301.71
		Total for OWL001 :	990.41	0.00	0.00	990.41	0.00	990.41	0.00	301.71	301.71	688.70
Vendor #:		PCO001 (PCO Services Corporation/ORKIN Canada)										
C-2822671	08/31/2021	08/31/2021	216.96	0.00	0.00	216.96	0.00	216.96	0.00	0.00	0.00	216.96
17639492	09/09/2021	09/09/2021	201.14	0.00	0.00	201.14	0.00	201.14	0.00	0.00	0.00	201.14
17639506	09/13/2021	09/13/2021	108.48	0.00	0.00	108.48	0.00	108.48	0.00	0.00	0.00	108.48
17639494	09/16/2021	09/16/2021	201.14	0.00	0.00	201.14	0.00	201.14	0.00	0.00	0.00	201.14
C-2913088	10/22/2021	10/22/2021	311.88	0.00	0.00	311.88	0.00	311.88	0.00	0.00	0.00	311.88
IN-17906700	11/04/2021	11/04/2021	201.14	0.00	0.00	201.14	0.00	201.14	0.00	0.00	0.00	201.14
IN-17906714	11/09/2021	11/09/2021	108.48	0.00	0.00	108.48	0.00	108.48	0.00	0.00	0.00	108.48
IN-17906820	11/09/2021	11/09/2021	115.26	0.00	0.00	115.26	0.00	115.26	0.00	0.00	0.00	115.26
IN-17906701	11/11/2021	() 11/11/2021	201.14	0.00	0.00	201.14	0.00	201.14	0.00	0.00	0.00	201.14
IN-17906702	11/18/2021	11/18/2021	201.14	0.00	0.00	201.14	0.00	201.14	0.00	0.00	0.00	201.14
IN-17906821	11/24/2021	11/24/2021	115.26	0.00	0.00	115.26	0.00	115.26	0.00	0.00	0.00	115.26
IN-17906715	11/24/2021	11/24/2021	108.48	0.00	0.00	108.48	0.00	108.48	0.00	0.00	0.00	108.48
IN-17906703	() 11/25/2021	() 11/25/2021	201.14	0.00	0.00	201.14	0.00	201.14	0.00	0.00	0.00	201.14
C-2965960	11/26/2021	11/26/2021	311.88	0.00	0.00	311.88	0.00	311.88	0.00	0.00	0.00	311.88

Vendor #:	Date	Description	Amount	Balance	Total
IN-18032327	12/02/2021	12/02/2021	201.14	0.00	201.14
IN-18032328	12/09/2021	12/09/2021	201.14	0.00	201.14
IN-18032447	() 12/10/2021	() 12/10/2021	115.26	0.00	115.26
IN-18032341	12/10/2021	12/10/2021	108.48	0.00	108.48
IN-18032329	12/16/2021	12/16/2021	201.14	0.00	201.14
C-2997871	12/17/2021	12/17/2021	415.84	0.00	415.84
IN-18032448	12/22/2021	12/22/2021	115.26	0.00	115.26
IN-18032342	12/22/2021	12/22/2021	108.48	0.00	108.48
IN-18032330	12/23/2021	12/23/2021	201.14	0.00	201.14
C-2965145	01/01/2022	01/01/2022	275.72	0.00	275.72
C-3133196	01/01/2022	01/01/2022	275.72	0.00	275.72
C-3287852	01/01/2022	01/01/2022	804.56	0.00	804.56
IN-18155507	01/06/2022	01/06/2022	201.14	0.00	201.14
IN-18155521	() 01/10/2022	() 01/10/2022	108.48	0.00	108.48
IN-18155627	01/10/2022	01/10/2022	115.26	0.00	115.26
IN-18155508	01/13/2022	01/13/2022	201.14	0.00	201.14
IN-18155501	01/13/2022	01/13/2022	137.86	0.00	137.86
IN-18155509	01/20/2022	01/20/2022	201.14	0.00	201.14
IN-18155628	01/21/2022	01/21/2022	115.26	0.00	115.26
IN-18155522	01/21/2022	01/21/2022	108.48	0.00	108.48
C-3165941	01/22/2022	01/22/2022	415.84	0.00	415.84
IN-18155510	01/27/2022	01/27/2022	201.14	0.00	201.14
IN-18155502	() 01/27/2022	() 01/27/2022	137.86	0.00	137.86
C-3173837	01/28/2022	01/28/2022	275.72	0.00	275.72
C-3287849	01/31/2022	01/31/2022	804.56	0.00	804.56
	Total for PCO001 :	() 01/31/2022	8,651.28	0.00	8,651.28
Vendor #:	PFS001 (PREMIER FLUID SYSTEMS INC.)				
0000036177	01/25/2022	02/24/2022	4,029.35	0.00	4,029.35
	Total for PFS001 :		4,029.35	0.00	4,029.35
Vendor #:	PIT002 (Pitney Works)				
10252021	10/25/2021	10/25/2021	18.26	0.00	18.26
01232022	01/23/2022	() 01/23/2022	18.46	0.00	18.46
	Total for PIT002 :		36.72	0.00	36.72
Vendor #:	PIT003 (PITNEY BOWES)				
1017206279	01/12/2021	() 02/11/2021	16.95	0.00	16.95
5400314505	02/03/2021	02/03/2021	1.02	0.00	1.02
1017418466	02/09/2021	02/09/2021	16.95	0.00	16.95
5400231364	() 03/10/2021	03/10/2021	1.02	0.00	1.02
1017901665	() 04/11/2021	04/11/2021	16.95	0.00	16.95
1018066778	05/05/2021	05/05/2021	290.67	0.00	290.67
1018066779	05/05/2021	05/05/2021	53.92	0.00	53.92
1018108690	05/12/2021	05/12/2021	16.95	0.00	16.95
1018323793	06/11/2021	06/11/2021	16.95	0.00	16.95
1018571343	07/13/2021	() 07/13/2021	16.95	0.00	16.95
1018973483	09/11/2021	09/11/2021	16.95	0.00	16.95
1019188683	10/12/2021	10/12/2021	16.95	0.00	16.95
1018767178	12/01/2021	12/01/2021	16.95	0.00	16.95
	Total for PIT003 :		499.18	0.00	499.18
Vendor #:	PNEU01 (Pneumatic Scale Angelus)				
651227	04/19/2021	04/20/2021	597.78	0.00	597.78
	Total for PNEU01 :		597.78	0.00	597.78
Vendor #:	POW004 (Power Pak Compaction Systems)				
11095	08/15/2021	08/15/2021	3,487.18	0.00	3,487.18
11164	09/10/2021	09/10/2021	500.59	0.00	500.59
11190	10/10/2021	10/10/2021	500.59	0.00	500.59
11280	11/10/2021	11/10/2021	500.59	0.00	500.59
11317	11/10/2021	11/10/2021	1,311.37	0.00	1,311.37
	Total for POW004 :		6,300.32	0.00	6,300.32

PAYABLES LISTING JANUARY 31 - MAJOR SUPPLIERS

<u>Amount owed \$</u>	<u>Portion>90 days</u>	<u>%</u>	<u>Supplier</u>	<u>Comments</u>
678,436	279,899	41%	Region of Peel/multiple accounts 4	water utility
576,977	347,789	60%	Enersource/multiple accounts 7	power utility
498,133	392,504	79%	Eastgate Group Inc.	landlord 4500 Eastgate
351,400	-	0%	Frank D'Angelo re Joseph Lo Greco	loan from Joseph Lo Greco, solicitor
202,080	813	0%	Enbridge/multiple accounts 10	natural gas utility
177,148	19,939	11%	Linde Canada Inc.	
173,961	173,961	100%	JCI Employment Solutions	
126,214	-	0%	Dodson Lesmark	landlord Tomken Road
120,204	28,784	24%	CHCH TV (2190015 Ontario Inc.)	
119,658	50,048	42%	Menkes Properties Corporation	landlord - ?
83,031	83,031	100%	Canadian Energy Strategies Inc.	
82,304	44,385	54%	Fastenal	
54,884	25,694	47%	Ecolab	
52,549	52,549	100%	Equitable Life Insurance	
51,987	38,491	74%	Greenway Eco Services Inc.	
48,194	-	0%	CAFO	
45,894	-	0%	Henkel Canada Corporation	
44,822	44,822	100%	Vacuum Barrier Corp	
42,623	16,828	39%	Lift North America	
42,360	155	0%	Feldstein & Associates LLP	external CPA
38,003	30,152	79%	Videojet Technologies Canada Ltd.	
31,977	20,628	65%	Tara Packaging Inc.	
31,678	18,552	59%	FM Promotions	
28,243	18,273	65%	Ceridian Canada Ltd.	
28,035	28,035	100%	First Choice HR Solution Inc.	
27,867	-	0%	A Future Employment Inc.	
26,063	26,063	100%	Apex Employment Group Inc.	
24,817	24,817	100%	Canoil Canada Ltd.	
24,611	7,714	31%	Toronto Viva	
21,000	2,945	14%	Norseman Truck & Trailer Services Ltd.	
20,639	14,910	72%	London House Accounting Systems Inc.	
18,459	-	0%	Frank D'Angelo	
13,528	13,528	100%	Ontario Ministry of Finance /multiple accounts 3	
11,783	2,041	17%	Bell Canada /multiple accounts 13	
391,305	182,076	47%	smaller suppliers	
4,310,869	1,989,426	46%	Total Supplier AP at January 31	
-498,133	-392,504		Paid by DNR #2 - Eastgate Group Inc.	
-600,000	-360,000		Paid by DNR #2 - additional working capital	
-400,000	-240,000		Paid by LOC - additional working capital	
2,812,736	996,922		Supplier AP at January 31 post CWB Funding	

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

AFFIDAVIT OF LOUISE COOKE
(Sworn April 11, 2023)

CITY OF MISSISSAUGA

Legal Services Division
300 City Centre Drive, 4th Floor
Mississauga, ON L5B 3C1

Colin Holland – LS#65539Q

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Lawyers for the Corporation of the City of
Mississauga

**ONTARIO
SUPERIOR COURT OF JUSTICE
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**RESPONDING MOTION RECORD OF THE
CORPORATION OF THE CITY OF
MISSISSAUGA**

CITY OF MISSISSAUGA

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