

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.

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. 1990, C. C-43, AS AMENDED~~

AMENDED APPLICATION RECORD

~~July 15, 2022~~
September 23, 2022

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Toronto, ON M5H 3S1

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Lawyers for the Applicant,
Canadian Western Bank

-2-

TO: ~~2722959 ONTARIO LTD.~~
~~4544 East Gate Parkway~~
~~Mississauga, ON~~
~~L4W 3W6~~

~~—and—~~

~~c/o Gemma Runaghan~~

~~477 Reeves Way~~
~~Stouffville, ON~~
~~L4A 0A2~~

~~Respondent~~

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

-3-

AND TO: **DEPARTMENT OF JUSTICE**
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Tax Section, PO Box 36, Exchange Tower
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AND TO: **MINISTRY OF FINANCE**
Legal Services Br.,
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AND TO: **INTAKE CENTRE FOR INSOLVENCY (Ontario Region)**
Administrative Agreement Requests
Manager, Insolvency
Toronto Centre Tax Services Office,
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INDEX

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

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. 1990, C. C-43, AS AMENDED

INDEX

Tab	Document
1.	<u>Amended Notice of Application, dated September 22, 2022</u>
2.	Notice of Application, issued July 14, 2022
3.	Affidavit of Rod Randall, sworn July 14, 2022
A.	Exhibit A – Corporate Profile Report for 2722959 Ontario Ltd., dated June 2, 2022
B.	Exhibit B – Commitment Letter dated April 4, 2022

Tab	Document
C.	Exhibit C –General Security Agreement dated April 5, 2022
D.	Exhibit D –Full Liability Guarantee of Ms. Gemma Runaghan, dated April 5, 2022
E.	Exhibit E – Full Liability Guarantee of Mr. Frank D’Angelo, dated April 5, 2022
F.	Exhibit F – Financing Statements for 2722959 Ontario Ltd., 2156775 Ontario Inc. and Ms. Gemma Runaghan, dated April 6, 2022
G.	Exhibit G – Ontario PPSA Registration Search, dated April 6, 2022
H.	Exhibit H – Assignment and Postponement of Creditor’s Claims, entered into between Ms. Gemma Runaghan, 2722959 Ontario Ltd., and Canadian Western Bank, dated April 5, 2022
I.	Exhibit I – Canadian Western Bank Assignment and Postponement of Creditor’s Claims, entered into between 2158775 Ontario Inc., 2722959 Ontario Ltd., and Canadian Western Bank, dated April 5, 2022
J.	Exhibit J – Demand Letter to 2722959 Ontario Ltd., Ms. Gemma Runaghan, and Mr. Frank D’Angelo, from Mr. Jeffrey Carhart of Miller Thomson LLP, dated June 17, 2022
K.	Exhibit K – Statement of Claim for CV-22-00001968-0000, issued June 21, 2022
L.	Exhibit L – Letter to John Butler of Canadian Western Bank, from Baird MacGregor Insurance Brokers LP, dated June 22, 2022

Tab	Document
M.	Exhibit M – Letter to Mr. Joseph F. Lo Greco of Lo Greco Stilman LLP, from Ms. Kaleigh Sonshine of Miller Thomson LLP, dated June 24, 2022
N.	Exhibit N – Email to Miller Thomson LLP from Mr. Joseph F. Lo Greco, dated June 27, 2022 at 10:39 AM
O.	Exhibit O – Email to Mr. Joseph F. Lo Greco from Ms. Kaleigh Sonshine, dated June 27, 2022 at 1:51 PM
P.	Exhibit P – Email to Ms. Kaleigh Sonshine from Mr. Joseph F. Lo Greco, dated June 27, 2022 at 2:43 PM
Q.	Exhibit Q – Email to Mr. Gavin Finlayson and Ms. Kaleigh Sonshine, from Mr. Joseph F. Lo Greco, dated July 13, 2022 at 1:04 PM
R.	Exhibit R – Consent of MNP LTD. to act as Trustee of 2722959 Ontario Inc., dated July 15, 2022
S.	Exhibit S – Security Opinion of Ms. Caitlin Fell of Reconstruct LLP, dated July 13, 2022
	Back Page for Affidavit Rod Randall, sworn July 14, 2022
<u>4</u>	<u>Supplementary Affidavit of Rod Randall, sworn September 2, 2022</u>
A.	<u>Exhibit A – Endorsement of Justice McEwen, dated July 26, 2022</u>
B.	<u>Exhibit B – Email from Joseph Lo Greco to Gavin Finlayson, dated August 2, 2022</u>

Tab	Document
C.	<u>Exhibit C –Email from Jennifer Brinks to Gavin Finlayson, dated August 16, 2022; Appraisal Report; Notice of Assessment</u>
D.	<u>Exhibit D –Email from Joseph Lo Greco to John Butler, dated April 6, 2022</u>
E.	<u>Exhibit E – Email from David Di Gregorio to Matthew Himmel, dated May 16, 2022</u>
F.	<u>Exhibit F – Photograph of the Premises</u>
G.	<u>Exhibit G – Email from Ted Laan to Kaleigh Sonshine, dated August 22, 2022</u>
H.	<u>Exhibit H – Email from Jennifer Brinks to Gavin Finlayson, Kaleigh Sonshine and Ted Laan, dated September 1, 2022; Various Photographs; Notices of Assessment</u>
I.	<u>Exhibit I – Email from Kaleigh Sonshine to Joseph Lo Greco, dated August 23, 2022; AP Aging Report dated Jan 31, 2022; AP Listing for 2722959 Ontario Ltd</u>
J.	<u>Exhibit J – Email from Joseph Lo Greco to Kaleigh Sonshine, dated August 30, 2022</u>
K.	<u>Exhibit K – Email from Joseph Lo Greco to Kaleigh Sonshine and Gavin Finlayson, dated August 30, 2022</u>
L.	<u>Exhibit L – Email from Joseph Lo Greco to Kaleigh Sonshine, dated September 1, 2022</u>
M.	<u>Exhibit M – Full Liability Guarantees, signed by Mr. Frank D'Angelo and Ms. Gemma Runaghan, dated April 5, 2022</u>

Tab	Document
N.	<u>Exhibit N – Statements of Claim, issued August 12, 2022, Court File Nos: CV-22-00685418-00CL and CV-22-00685420-00CL</u>
O.	<u>Exhibit O – Email from Joseph Lo Greco to Kaleigh Sonshine, dated August 16, 2022</u>
<u>5</u>	<u>Draft Order</u>

TAB 1

AMENDED THIS 2022-SEPT-22 PURSUANT TO
MODIFIÉ CONFORMÉMENT À
© RULI
© THE Electronically filed / Déposé par voie électronique : 23-Sep-2022
L'ORDO Toronto Superior Court of Justice / Cour supérieure de justice
DATED/FAIT LE _____
REGISTRAR GREFFIER
SUPERIOR COURT OF JUSTICE COUR SUPÉRIEURE DE JUSTICE
Digitally signed by Gurwinderjit Singh
Brar
Date: 2022.09.22 12:29:45 -04'00'

Court File No./N° du dossier du greffe : CV-22-00684100-00CL

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

REGISTRAR GREFFIER
SUPERIOR COURT OF JUSTICE COUR SUPÉRIEURE DE JUSTICE

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

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. 1990, C. C-43, AS AMENDED~~

AMENDED NOTICE OF APPLICATION

TO THE RESPONDENT

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

THIS APPLICATION will come on for a hearing on September 12, 2022, at 330 University Avenue, Toronto, Ontario,

- In writing
- In person
- By telephone conference
- By video conference

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

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON

-2-

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

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

Date 2022-SEPT-22 Issued by Gurwinderjit Singh Brar Digitally signed by Gurwinderjit Singh Brar
Date: 2022.09.22 12:24:33 -04'00'
Local Registrar

Address of court office: Superior Court of Justice
330 University Avenue, 9th Floor
Toronto ON M5G 1R7

TO: ~~2722959 ONTARIO LTD.~~
~~4544 East Gate Parkway~~
~~Mississauga, ON~~
~~L4W 3W6~~
~~—and—~~

~~e/o Gemma Runaghan~~
~~477 Reeves Way~~
~~Stouffville, ON~~
~~L4A 0A2~~

~~Respondent~~

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AND TO: **INTAKE CENTRE FOR INSOLVENCY (Ontario Region)**
Administrative Agreement Requests
Manager, Insolvency
Toronto Centre Tax Services Office,
Canada Revenue Agency

Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca

APPLICATION

1. The Applicant makes application for an Order substantially in the form attached hereto at Tab 3 to the Amended Application Record, among other things, for the following relief:

- (a) abridging the time for service of this Application and the Amended Application Record, and dispensing with service on any person other than those served;
- (b) appointing MNP LLP as ~~interim and~~ non-possessory and investigatory receiver (“**MNP**” or “~~Interim Receiver~~”), without security, of the Respondent, 2722959 Ontario Inc., and a related company of the Respondent, 2156775 Ontario Limited, pursuant to ~~section 47 of the Bankruptcy and Insolvency Act (Canada) R.S.C. 1985, c. B-3, as amended (the “BIA”), and section 101 of the Courts of Justice Act, R.S.O. 1990, c. C-43, as amended (the “CJA”) for thirty (30) days, subject to a further Order of this Court extending the relief sought;~~ and
- (c) Such further and other Relief as to this Honourable Court may deem just.

THE GROUNDS FOR THE APPLICATION ARE:

2. Canadian Western Bank, (“**CWB**” and the “**Bank**”) is a financial institution providing specialized service in banking, trust and wealth management, including commercial loans to Canadian small and medium-sized enterprises;

-5-

3. 2722959 Ontario Ltd. is a corporation incorporated in October 2019 pursuant to the laws of Ontario (“**272**”) operating under the trade name “D’Angelo Brands”. 272’s principal place of business is located at 4544 East Gate Parkway, Mississauga, Ontario (“**Premises**”). The main business activities of 272 up until May 12, 2022, ~~was the~~ were represented to the Bank as being the manufacturing and packaging of beverage drinks and edible oils, both through private labels and pursuant to co-packing arrangements including distribution licenses for brands such as AriZona Beverages;

4. The tenant of the Premises, 2156775 Ontario Limited (“215”), is a related or associated corporate entity to 272. The Bank remains unclear as to the true nature of the relationship between 215 and 272. The Bank believes 215 is a business that was historically funded by the late Barry Sherman for approximately ten years, who may or may not have had some ownership interest in 215. The Bank has discovered that 215 also appears to have owned a majority, if not all, of the assets of the D’Angelo Brands business and may still own them;

5. 272 is indebted to the Bank in the aggregate principal amount of \$625,000.00 plus interest, fees and costs (the “**Indebtedness**”). The Indebtedness is evidenced by:

- (a) a demand non-revolving loan facility in the principal amount of up to \$500,000.00 and further evidenced and supported by a non-revolving credit agreement dated April 5, 2022, issued by 272 in favour of the Bank in the principal amount of \$500,000.00 (“**Demand Non-Revolving Loan Facility**”;

-6-

- (b) a demand loan facility in the principal amount of up to \$100,000.00 and further evidenced and supported by a demand note dated April 5, 2022, issued by 272 in favour of the Bank (“**Demand Loan Facility**”); and
- (c) a corporate credit card facility in the principal amount of up to \$25,000 and established by a corporate credit card application dated April 20, 2022 (the “**Credit Card Facility**”).

Collectively, the “**Credit Facilities**”;

6. Gemma Runaghan (“**Ms. Runaghan**”) is the sole officer and director of 272. Ms. Runaghan holds the offices of President, Secretary and Treasurer of 272;

7. Frank D’Angelo (“**Mr. D’Angelo**”) is the directing mind of 272 and at all material times held himself out as being the authorized representative of 272 with whom CWB dealt. He is also is Ms. Runaghan’s spouse. Mr. D’Angelo was also the directing mind of 215 at all material times;

8. Ms. Runaghan and Mr. D’Angelo are guarantors of the Credit Facilities pursuant to Full Liability Guarantees dated April 5, 2022;

9. As security for 272’s obligations to the Bank, 272 granted a security interest in all of its assets, property and undertaking pursuant to a general security agreement dated April 5, 2022 (the “**GSA**”);

10. It is a term of the GSA that the Bank is entitled to appoint a receiver upon the occurrence of an event of default thereunder;

-7-

11. It is a term of the GSA that upon the occurrence of any of the following events, the Bank is entitled to demand repayment of the Indebtedness owing by 272:

- (a) the failure to make certain regular scheduled payments of principal and interest on the loan evidenced by the Demand Note and advanced pursuant to the terms of the Commitment Letter since May 7, 2022;
- (b) an adverse change in the financial condition of the Debtor; and
- (c) the failure to maintain insurance on the Bank's collateral;

EVENTS OF DEFAULT

12. No payments have been made under any of the Credit Facilities, contrary to the terms thereof;

13. 272 has admitted to being insolvent and has ceased active business operations as of May 12, 2022;

14. The hydro at the Premises was disconnected as a result of non-payment to the utility provider and the power remains shut down at the Premises;

15. The ~~Debtor's~~ landlord has locked 272 out of its Premises as a result of non-payment of rent;

16. 272 unilaterally cancelled its insurance policy, effective June 20, 2022. The Bank's collateral is currently uninsured;

APPOINTMENT OF AN ~~INTERIM~~, NON-POSSESSORY INVESTIGATORY RECEIVER

17. 272's inventory includes food and other perishable products since 272 is in the business of manufacturing beverages. Without electricity or access to its Premises, the Debtor's inventory (which forms part of the Bank's collateral) may deteriorate over time;

18. Since 272 (and 215) has been locked out of the Premises, ~~the Bank is concerned that the landlord~~ has confirmed it is and will continue to distraint on 272's and 215's equipment and inventory, ~~which also form part of the Bank's collateral;~~ but will hold all proceeds from any distraint in trust pending a determination by the Court as to priority;

19. The Bank has requested basic information from 272 regarding the state of its collateral, including taxes, HST, and payroll, and whether collateral has been or will be removed, but 272 has refused to provide this basic information;

20. The landlord of the Premises has confirmed that, in the process of its distraint, it had come across a large quantity of books and records left behind by 272 and its principal, Mr. D'Angelo, and potentially by 215;

21. A condition precedent to drawdown on the Credit Facilities was the transfer of legal title to production equipment from 215 to 272. The Bank has discovered that 272 may have misrepresented to the Bank prior to drawdown that legal title to the equipment had been transferred when, in fact, this never happened;

22. Relatedly, although the Bank also understood that 215 would be transferring the lease to the Premises to the Debtor, the Bank has received confirmation from the landlord that this did not occur;

23. The Bank has also discovered that 272 does not appear to have fully and accurately disclosed a) the existence of creditors of either 272 or 215 (including CRA), and b) the quantum of certain liabilities owed to known creditors both of which impact the Bank's priority in respect of the Credit Facilities and would have impacted the Bank's decision to lend in the first place. This includes a significant tax liability owed to CRA who may have creditor priority;

24. It is not clear whether or not 272's co-packing arrangements and distribution license with brands such as AriZona Beverages remain in place or have been impaired;

25. The Bank's collateral is at risk and may be eroded unless ~~an Interim~~ Receiver is immediately appointed to allow the Bank to obtain accurate and updated information to assess its collateral and options;

26. The Bank, the landlord, the Court, and other stakeholders, are entitled to information about the relationship between 215 and 272 and the assets and liabilities of both. Among other things, this will assist in determining priority issues;

27. The landlord of the Premises is supportive of the relief sought herein;

28. The appointment of a ~~n-Interim~~ Receiver also provides for a stay of proceedings that will provide stability while information is obtained that all stakeholders will benefit from;

29. 272, Ms. Runaghan (the sole shareholder, officer, and director of 272) and Mr. D'Angelo (the directing mind and agent of 272) have issued and served on the Bank a Statement of Claim for damages in the amount of \$280,000,000.00 for, among other

-10-

things, alleged misrepresentations. The Bank denies the allegations in the Statement of Claim and will address those matters in due course within the action commenced by 272.

The Bank does not seek a stay of this Claim;

30. The Bank has issued and served Statements of Claim against Ms. Runaghan and Mr. D'Angelo on their personal guarantees given in respect of the full amount of the Credit Facilities;

31. There are fundamental issues that require clarification, including what the assets and liabilities of 272 and 215 are, as well as the relationship between 272 and 215;

32. The Bank has lost confidence in 272's management;

33. It is just and convenient that the Court grant the relief sought herein;

34. The Bank proposes that MNP be appointed as ~~Interim~~ Receiver of the Property;

35. MNP is a licenced trustee in bankruptcy and has consented to act as Receiver should the Court so appoint it;

36. The *Courts of Justice Act*, R.S.O. 1990, c. C.43, including section 101;

37. Rule 2.03, 14, and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg.194, as amended;

38. Such further and other grounds as the lawyers may advise and this Honourable Court may permit.

-11-

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

- (a) The Affidavit of Rod Randall sworn July 14, 2022;
- (b) The Affidavit of Rod Randall sworn September 2, 2022;
- (c) The Consent of MNP to act as ~~Interim~~ Receiver; and
- (d) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

July 14, 2022
September 22, 2022

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Lawyers for the Applicant,
Canadian Western Bank

RCP-E 14E (September 1, 2020)

CANADIAN WESTERN BANK 2722959 ONTARIO LTD. Court File No. CV-22-00684100-00CL
Applicant Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at
TORONTO

AMENDED NOTICE OF APPLICATION

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Lawyers for the Applicant,
Canadian Western Bank

TAB 2



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

(Court Seal)

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. 1990, C. C-43, AS AMENDED

NOTICE OF APPLICATION

TO THE RESPONDENT

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

THIS APPLICATION will come on for a hearing to be scheduled by the Court, at 330 University Avenue, Toronto, Ontario,


- In writing
- In person
- By telephone conference
- By video conference

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

-2-

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

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

Date 2022-JULY-14 Issued by Gurwinderjit Singh Brar  Digitally signed by Gurwinderjit Singh Brar
Date: 2022.07.15 08:58:19 -04'00'
Local Registrar

Address of court office: Superior Court of Justice
Commercial List
330 University Avenue, 9th Floor
Toronto ON M5G 1R7

TO: **2722959 ONTARIO LTD.**
4544 East Gate Parkway
Mississauga, ON
L4W 3W6

477 Reeves Way
Stouffville, ON
L4A 0A2

APPLICATION

1. The Applicant makes application for an Order substantially in the form attached hereto at Tab 3 to the Application Record, among other things, for the following relief:

- (a) abridging the time for service of this Application and the Application Record, and dispensing with service on any person other than those served;
- (b) appointing MNP LLP as interim and non-possessory receiver ("**MNP**" or "**Interim Receiver**"), without security, of the Respondent, 2722959 Ontario Ltd., pursuant to section 47 of the *Bankruptcy and Insolvency Act* (Canada) R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended (the "**CJA**") for thirty (30) days, subject to a further Order of this Court extending the relief sought; and
- (c) Such further and other Relief as to this Honourable Court may deem just.

THE GROUNDS FOR THE APPLICATION ARE:

2. CWB Maxium Financial Inc., ("**CWB**" and the "**Bank**") is a financial institution providing specialized service in banking, trust and wealth management, including commercial loans to Canadian small and medium-sized enterprises;

3. 2722959 Ontario Ltd. is a corporation incorporated pursuant to the laws of Ontario ("**Debtor**"). The Debtor's principal place of business is located at 4544 East Gate Parkway, Mississauga, Ontario ("**Premises**"). The main business activities of the Debtor up until May 12, 2022, was the manufacturing and packaging of beverage drinks and

-4-

edible oils, both through private labels and pursuant to co-packing arrangements including distribution licenses for brands such as AriZona Beverages;

4. The Debtor is indebted to the Bank in the aggregate principal amount of \$625,000.00 plus interest, fees and costs (the “**Indebtedness**”). The Indebtedness is evidenced by:

- (a) a demand non-revolving loan facility in the principal amount of up to \$500,000.00 and further evidenced and supported by a non-revolving credit agreement dated April 5, 2022, issued by the Debtor in favour of the Bank in the principal amount of \$500,000.00 (“**Demand Non-Revolving Loan Facility**”);
- (b) a demand loan facility in the principal amount of up to \$100,000.00 and further evidenced and supported by a demand note dated April 5, 2022, issued by the Debtor in favour of the Bank (“**Demand Loan Facility**”); and
- (c) a corporate credit card facility in the principal amount of up to \$25,000 and established by a corporate credit card application dated April 20, 2022 (the “**Credit Card Facility**”).

Collectively, the “**Credit Facilities**”;

5. Gemma Runaghan (“**Ms. Runaghan**”) is the sole officer and director of the Debtor. Runaghan holds the offices of President, Secretary and Treasurer of the Debtor;

-5-

6. Frank D'Angelo ("**Mr. D'Angelo**") is the directing mind of the Debtor and at all material times held himself out as being the authorized representative of the Debtor with whom CWB dealt. He is also is Runaghan's spouse;

7. Ms. Runaghan and Mr. D'Angelo are guarantors of the Credit Facilities pursuant to Full Liability Guarantees dated April 5, 2022;

8. As security for the Debtor's obligations to the Bank, the Debtor granted a security interest in all of its assets, property and undertaking pursuant to a general security agreement dated April 5, 2022 (the "**GSA**");

9. It is a term of the GSA that the Bank is entitle to appoint a receiver upon the occurrence of an event of default thereunder;

10. It is a term of the GSA that upon the occurrence of any of the following events, the Bank is entitled to demand repayment of the Indebtedness owing by the Debtor:

- (a) the failure to make certain regular scheduled payments of principal and interest on the loan evidenced by the Demand Note and advanced pursuant to the terms of the Commitment Letter since May 7, 2022;
- (b) an adverse change in the financial condition of the Debtor; and
- (c) the failure to maintain insurance on the Bank's collateral;

EVENTS OF DEFAULT

11. No payments have been made under any of the Credit Facilities, contrary to the terms thereof;

-6-

12. The Debtor has admitted to being insolvent and has ceased active business operations as of May 12, 2022;

13. The Debtor's hydro was disconnected as a result of non-payment to its utility provider and the power remains shut down at the Debtor's Premises;

14. The Debtor's landlord has locked the Debtor out of its Premises as a result of non-payment of rent;

15. The Debtor unilaterally cancelled its insurance policy, effective June 20, 2022. The Bank's collateral is currently uninsured;

APPOINTMENT OF AN INTERIM, NON-POSSESSORY RECEIVER

16. The Debtor's inventory includes food and other perishable products since the Debtor is in the business of manufacturing beverages. Without electricity or access to its premises, the Debtor's inventory (which forms part of the Bank's collateral) may deteriorate over time;

17. Since the Debtor has been locked out of the Premises, the Bank is concerned that the landlord will distrain on the Debtor's equipment and inventory, which also form part of the Bank's collateral;

18. The Bank has requested basic information from the Debtor regarding the state of its collateral, including taxes, HST, and payroll, and whether collateral has been or will be removed, but the Debtor has refused to provide this basic information;

-7-

19. It is not clear whether or not the Debtor's co-packing arrangements and distribution license with brands such as AriZona Beverages remain in place or have been impaired;

20. The Bank's collateral is at risk and may be eroded unless an Interim Receiver is immediately appointed to allow the Bank to obtain accurate and updated information to assess its collateral and options;

21. The appointment of an Interim Receiver also provides for a stay of proceedings that will provide stability while information is obtained that all stakeholders will benefit from;

22. The Debtor, Gemma Runaghan (the sole shareholder, officer, and director of the Debtor) and Frank D'Angelo (the directing mind and agent of the Debtor) have issued and served on the Bank a Statement of Claim for damages in the amount of \$280,000,000.00 for, among other things, alleged misrepresentations. The Bank denies the allegations in the Statement of Claim and will address those matters in due course within the action commenced by the Debtor. The Bank does not seek a stay of this Claim;

23. The Bank has lost confidence in the Debtor's management;

24. It is just and convenient that the Court grant the relief sought herein;

25. The Bank proposes that MNP be appointed as Interim Receiver of the Property;

26. MNP is a licenced trustee in bankruptcy and has consented to act as Receiver should the Court so appoint it;

27. The *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, including section 47;

-8-

28. The *Courts of Justice Act*, R.S.O. 1990, c. C.43, including section 101;
29. Rule 2.03, 14, and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg.194, as amended;
30. Such further and other grounds as the lawyers may advise and this Honourable Court may permit.

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

- (a) The Affidavit of Rod Randall sworn July 14, 2022;
- (b) The Consent of MNP to act as Interim Receiver; and
- (c) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

July 14, 2022

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, ON M5H 3S1

Gavin H. Finlayson LSO#: 44126D
gfinlayson@millerthomson.com
Tel: 416.595.8619

Kaleigh Sonshine LSO#: 70105T
ksonshine@millerthomson.com
Tel: 416.595.8166

Lawyers for the Applicant,
Canadian Western Bank

RCP-E 14E (September 1, 2020)

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at
TORONTO

NOTICE OF APPLICATION

MILLER THOMSON LLP

Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, ON M5H 3S1

Gavin H. Finlayson LSO#: 44126D

gfinlayson@millerthomson.com
Tel: 416.595.8619

Kaleigh Sonshine LSO#: 70105T

ksonshine@millerthomson.com
Tel: 416.595.8166

Lawyers for the Applicant,
Canadian Western Bank

TAB 3

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.

Respondent

**AFFIDAVIT OF ROD RANDALL
(SWORN JULY 14, 2022)**

I, Rod Randall, of the City of Edmonton, in the Province of Alberta, MAKE OATH
AND SAY:

1. I am the AVP Special Asset Management Unit for the Applicant, Canada Western Bank (“**CWB**” or “**Bank**”), and as such have personal knowledge of the matters hereinafter deposed. Where the source of my knowledge is based on the information or belief of others, I state the source of that information and belief and I believe it to be true.
2. I have reviewed the business records maintained by CWB in respect of the matters at issue, which I verily believe were made in the ordinary and usual course of business, and where I do not have direct personal knowledge of matters deposed herein, my knowledge is derived from my review of the business records of CWB, relevant copies of which are attached to this my Affidavit.

Overview

3. 2722959 Ontario Ltd. (the “**Debtor**”) is in the business of manufacturing and distributing beverages and edible oils both through its own private labels and pursuant to distribution licenses with brands such as AriZona Beverages.

4. CWB gave a loan to the Debtor on April 4, 2022, in the principal amount of \$625,000.00. The Debtor has been in default of its payment obligations under the loan since May 7, 2022. The Bank has learned that the Debtor ceased operations and has been locked out of its Premises (defined below) since May 12, 2022, by its landlord. The Bank has also learned that the Debtor has cancelled its insurance coverage.

5. The Debtor along with Gemma Runaghan (the sole shareholder, officer, and director of the Debtor) and Frank D’Angelo (the directing mind and agent of the Debtor) have issued and served on the Bank a Statement of Claim for damages in the amount of \$280,000,000.00 for, among other things, alleged misrepresentations. The Bank denies the allegations in the Statement of Claim and will address those matters in due course within the action commenced by the Debtor.

6. In the interim, and despite demands, the Debtor and Mr. D’Angelo have refused to provide basic information to the Bank on the status of the Bank’s collateral and the obligations of the Debtor, such as whether it is up to date on priority payables, whether collateral is or will be removed from the premises, and as to the status of the distribution license under which the Debtor operates a portion of its business.

-3-

7. The Bank therefore seeks the appointment of an Interim Receiver for an initial period of 30 days over the property, assets and undertakings of the Debtor to obtain the stabilizing effect of a stay of proceedings and to obtain basic information on the status of the Bank's collateral and any impairments to that collateral, but not take possession of the Premises. The Bank is not seeking a stay of the Debtor's Statement of Claim at this time, nor is it seeking a charge on the assets of the Debtor for the fees and disbursements of the proposed Interim Receiver, or a borrowing charge.

The Parties

8. CWB is a financial services organization providing specialized service in banking, trust and wealth management, including commercial loans to Canadian small and medium-sized enterprises.

9. The Debtor is a corporation incorporated pursuant to the laws of Ontario. The Debtor's principal place of business is located at 4544 East Gate Parkway, Mississauga, Ontario ("**Premises**"). Attached as **Exhibit "A"** is a true copy of the Debtor's corporate profile report. The main business activities of the Debtor up until May 12, 2022, was the manufacturing and packaging of beverage drinks and edible oils, both through private labels and pursuant to co-packaging arrangements for brands such as AriZona Beverages.

10. Gemma Runaghan ("**Ms. Runaghan**") is the sole officer and director of the Debtor. Runaghan holds the offices of President, Secretary and Treasurer of the Debtor.

11. Frank D'Angelo ("**Mr. D'Angelo**") is the directing mind of the Debtor and at all material times held himself out as being the authorized representative of the Debtor with whom CWB dealt. He is also Runaghan's spouse.

The Indebtedness

12. On the application of the Debtor and pursuant to a commitment letter dated April 4, 2022, ("**Commitment Letter**"), a true copy of which is attached as **Exhibit "B"**, CWB extended the following credit facilities to the Debtor:

- (a) a demand non-revolving loan facility in the principal amount of up to \$500,000.00 and further evidenced and supported by a non-revolving credit agreement dated April 5, 2022, issued by the Debtor in favour of the Bank in the principal amount of \$500,000.00 ("**Demand Non-Revolving Loan Facility**");
- (b) a demand loan facility in the principal amount of up to \$100,000.00 and further evidenced and supported by a demand note dated April 5, 2022, issued by the Debtor in favour of the Bank ("**Demand Loan Facility**"); and
- (c) a corporate credit card facility in the principal amount of up to \$25,000 and established by a corporate credit card application dated April 20, 2022 (the "**Credit Card Facility**").

Collectively, the "**Credit Facilities**".

13. Pursuant to the terms of the Commitment Letter, the purpose of each Credit Facility is as follows:

- (a) the Demand Non-Revolving Loan Facility was established to finance the Debtor's purchase and installation of a new 100-head can filler carriage/carousel from Bevcorp LLC and associated installation costs;
- (b) the Demand Loan Facility was established to finance day-to-day operations of the Debtor's business; and
- (c) the Credit Card Facility was established to assist with the Debtor's day-to-day business expenses.

14. As of June 14, 2022, the Debtor was indebted to CWB in the principal amount of \$625,000 plus interest and costs, which continue to accrue in respect of the Credit Facilities (the "**Indebtedness**").

The Security

15. To secure due payment and performance of all present and future indebtedness and liabilities of the Debtor to CWB, the Debtor granted or caused to be granted, among other security, a security interest in all of its present and after-acquired personal property under the terms of a General Security Agreement in favour of CWB dated April 5, 2022 (the "**GSA**"). A copy of the GSA is attached as **Exhibit "C"** (the "**Security**").

16. Section 9(f) of the GSA provides that the Bank is entitled to appoint a receiver upon the occurrence of a default.

17. In addition to the Security, the Bank also obtained:

-6-

- (d) a Full Liability Guarantee dated April 5, 2022, granted by Ms. Runaghan in favour of the Bank guaranteeing all indebtedness of the Debtor to the Bank which is attached as **Exhibit “D”**; and
- (e) a Full Liability Guarantee dated April 5, 2022, granted by Mr. D’Angelo in favour of the Bank guaranteeing all indebtedness of the Debtor to the Bank which is attached as **Exhibit “E”**.

18. The Bank registered financing statements on April 6, 2022, against the name of the Debtor, 2156775 Ontario Inc. (“**215**”) and Ms. Runaghan in the Personal Property Register pursuant to the *Personal Property Security Act* (Ontario), which are attached as **Exhibit “F”**. 215 is a corporation wholly owned by D’Angelo. It is understood that 215 may at one time have owned the trademark for “D’Angelo Brands”, under which the Debtor operates. As described below, 215 has assigned a postponement in favour of the Bank.

Other Creditors

19. Attached as **Exhibit “G”** is a true copy of a PPSA search of the Debtor dated June 1, 2022. Besides the Bank, there is a registration in favour of Ms. Runaghan.

20. However, an Assignment and Postponement of Creditor’s Claims dated April 5, 2022, was entered into between the Debtor and Ms. Runaghan pursuant to which Ms. Runaghan postponed all of its claims against and obligations from the Debtor in favour of the Bank, a copy of which is attached as **Exhibit “H”**.

-7-

21. An Assignment and Postponement of Creditor's Claims dated April 5, 2022, was also entered into between the Debtor and 215 pursuant to which 215 postponed all of its claims against and obligations from the Debtor in favour of the Bank, a copy of which is attached as **Exhibit "I"**.

Default and Demands

22. The Debtor is in default of the Credit Facilities and the Security, and all amounts owing under the Credit Facilities are immediately due and payable. The defaults include, among others:

- (a) the failure to make certain regular scheduled payments of principal and interest on the loan evidenced by the Demand Note and advanced pursuant to the terms of the Commitment Letter since May 7, 2022; and
- (b) an adverse change in the financial condition of the Debtor, as is further described below in paragraph 22 and 29.

23. On June 17, 2022, CWB provided notice of the foregoing defaults and notice of its intention to enforce security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* to the Debtor ("**Demand Letter**"). Concurrently, CWB demanded repayment of the Indebtedness. A copy of the demand and notice are attached as **Exhibit "J"**.

24. The deadline under the Demand Letter is July 26, 2022 at 2:00 PM. However, for the reasons set out below, the Bank seeks the appointment of an Interim Receiver primarily to obtain basic information on the status of the Bank's collateral and any impairments to that collateral, and specifically the answers to the questions the Bank

-8-

requested on June 24, 2022 (as is further described in paragraphs 26-29 below), and not to take possession of the Premises.

25. Since the issuance of the Demand Letter, the Debtor has committed additional defaults, namely the failure to maintain insurance of the Bank's collateral.

26. The Debtor has failed or neglected, and continues to fail or neglect to repay the Indebtedness, and remains in default of its obligations under the Credit Facilities.

Need for Appointment of a Receiver

27. The Debtor is in default of its obligations and CWB is presently entitled to pursue its legal remedies under the Credit Facilities and the Security. Pursuant to the GSA, CWB may appoint or apply to this Honourable Court to appoint a receiver over the property, assets and undertaking of the Debtor.

28. The Debtor issued and served on CWB, and an employee of CWB in his personal capacity, a Statement of Claim claiming damages in the amount of \$280,000,000 for, among other things, alleged misrepresentations. CWB and its employee deny the allegations in the Statement of Claim, including the legal basis for naming an employee in his personal capacity, and will address those matters in due course within the action commenced by the Debtor. Attached as **Exhibit "K"** is a true copy of the Statement of Claim, issued on June 21, 2022. CWB is not seeking a stay of the Debtor's Statement of Claim at this time.

29. In the Statement of Claim, the Debtor states it is insolvent and that it ceased active business operations as of May 12, 2022, when its hydro was disconnected as a result of

non-payment to its utility provider. The Claim also states that on or about that date the Debtor's landlord locked the Debtor out of the Premises for non-payment of rent.

30. The Debtor's inventory includes food and other perishable products since the Debtor is in the business of manufacturing beverages. Without electricity or access to its premises, the Debtor's inventory (which forms part of the Bank's collateral) may deteriorate over time.

31. Since the Debtor has been locked out of the Premises, CWB is concerned that the landlord will distraint on the Debtor's equipment and inventory, which also form part of the Bank's collateral.

32. On June 22, 2022, CWB received a letter from Baird MacGregor Insurance Brokers LP, the insurance brokers for the Debtor. The letter advised, "The above captioned policies have been cancelled at the request of the insured effective June 20, 2022 at 12:01 am." Attached as **Exhibit "L"** is a true copy of this letter.

33. By letter dated June 24, 2022, counsel for CWB wrote to the Debtor's litigation counsel requesting information from the Debtor concerning what, if any, steps were being taken to protect and preserve the value of the Debtor's assets over which CWB holds security. CWB also requested specific information from the Debtor such as the status of all priority payments, including taxes, HST, and payroll, and whether any collateral has been or will be removed from the Premises. Attached as **Exhibit "M"** is a true copy of this letter.

-10-

34. The Debtor refused to provide any of the abovementioned basic factual information requested in CWB's letter. Instead, Debtor's litigation counsel wrote by email on June 27, 2022, to threaten an injunction if CWB moved on its security. Attached as **Exhibit "N"** is a true copy of this letter.

35. By email of the same date, counsel for CWB reiterated its request for information from the Debtor. Counsel for CWB further advised that given the Debtor's non-response and the notice letter received from Baird MacGregor, CWB was concerned that its collateral was in peril. Attached as **Exhibit "O"** is a true copy of this letter.

36. In response, Debtor's litigation counsel again refused to provide the requested information but did confirm that the power remains shut down at the Debtor's Premises, the Debtor does not have the funds to pay for insurance, and the Debtor has not been permitted access to the Premises by the landlord since May 12, 2022. Attached as **Exhibit "P"** is a true copy of this letter.

37. CWB and its employee filed a Notice of Intent to Defend the Statement of Claim on July 11, 2022.

38. On July 13, 2022, Debtor's litigation counsel emailed counsel for CWB and prospectively advised with respect to its Statement of Claim against the Bank, "...our client will not be granting any extensions in filing your Statement of Defence and will note your client in default if you do not have your defence delivered within the time frame permitted under the Rules." A true copy of this email is attached as **Exhibit "Q"**.

-11-

39. Among other things, at this juncture it is not clear whether or not the Debtor is up to date on priority payables, whether collateral is or will be removed from the premises, or whether or not the Debtor's co-packing arrangements or distribution licenses with brands such as AriZona Beverages re in good standing, remain in place or have been terminated or impaired.

40. In light of the foregoing, I believe that CWB's collateral is at risk and will be further eroded unless an Interim Receiver is immediately appointed to allow CWB to obtain accurate and updated information in order to assess its collateral and options. The appointment order also provides for a stay of proceedings that will provide stability while information is obtained that all stakeholders will benefit from. The Bank does not seek a stay of the Debtor's Statement of Claim against it at this time.

41. I verily believe that the immediate appointment of an Interim Receiver of the Debtor for an initial period of 30 days is just and convenient and is necessary to protect the interests of CWB, including to preserve the remaining assets of the Debtor and to realize on CWB's Security.

42. MNP is qualified and prepared to act as Interim Receiver and has consented to act as Interim Receiver of the Debtor should CWB's application be granted. A true copy of MNP's consent is attached as **Exhibit "R"**.

43. Independent counsel to the proposed Interim Receiver has prepared an opinion, subject to the ordinary qualifications, on the validity and enforceability of CWB's security. A true copy of the opinion is attached as **Exhibit "S"**.

44. I make this Affidavit in support of the application for the appointment of an interim receiver in respect of the Debtor and for no other or improper purpose.

SWORN BEFORE ME:

in person

by video conference

with the deponent in the City of Edmonton in the Province of Alberta, and the Commissioner in the City of Toronto this the 14th day of July, 2022, in accordance with O. Reg. 431/20, Administering Oath or Declaration

Remotely.



A Commissioner for taking Affidavits *(or as may be)*

KALEIGH SONSHINE



ROD RANDALL

RCP-E 14E (September 1, 2020)

This is Exhibit "A" referred to in the Affidavit of
ROD RANDALL
Sworn on July 14, 2022

A handwritten signature in blue ink that reads "K. Sunshine". The signature is written in a cursive style with a long horizontal flourish at the end.

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T



Ministry of Government and
Consumer Services

Profile Report

2722959 ONTARIO LTD. as of June 02, 2022

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	2722959 ONTARIO LTD.
Ontario Corporation Number (OCN)	2722959
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	October 23, 2019
Registered or Head Office Address	477 Reeves Way Blvd, Stouffville, Ontario, Canada, L4A 0H2

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

A handwritten signature in blue ink, appearing to read "V. Quintanilla W.", written over a light blue horizontal line.

Director/Registrar

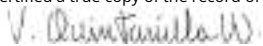
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated,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

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name Gemma RUNAGHAN
Address for Service 477 Reeves Way Blvd, Stouffville, Ontario, Canada, L4A 0H2
Resident Canadian Yes
Date Began October 23, 2019

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



Director/Registrar

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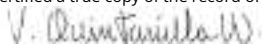
Active Officer(s)

Name	Gemma RUNAGHAN
Position	President
Address for Service	477 Reeves Way Blvd, Stouffville, Ontario, Canada, L4A 0H2
Date Began	October 23, 2019

Name	Gemma RUNAGHAN
Position	Secretary
Address for Service	477 Reeves Way Blvd, Stouffville, Ontario, Canada, L4A 0H2
Date Began	October 23, 2019

Name	Gemma RUNAGHAN
Position	Treasurer
Address for Service	477 Reeves Way Blvd, Stouffville, Ontario, Canada, L4A 0H2
Date Began	October 23, 2019

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



Director/Registrar

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Corporate Name History

Name

2722959 ONTARIO LTD.

Effective Date

October 23, 2019

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

V. Quintanilla-W.

Director/Registrar

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Active Business Names

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

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

V. Quintanilla-W.

Director/Registrar

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Expired or Cancelled Business Names

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

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

V. Quintanilla W.

Director/Registrar

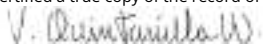
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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: JOSEPH F. LO GRECO - OTHER	November 13, 2020
CIA - Initial Return PAF: FRANK D'ANGELO - OFFICER	November 29, 2019
BCA - Articles of Incorporation	October 23, 2019

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.



Director/Registrar

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This is Exhibit "B" referred to in the Affidavit of
ROD RANDALL
Sworn on July 14, 2022

A handwritten signature in blue ink that reads "K. Sunshine". The signature is written in a cursive style with a long horizontal flourish at the end.

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T



April 4, 2022

2722959 Ontario Ltd.
477 Reeves Way Boulevard
Stouffville, Ontario L4A 0H2

Attention: Mr. Frank D'Angelo and Ms. Gemma Runaghan

Dear Sir and Madam:

On the basis of the financial statements and other information provided by 2722959 Ontario Ltd. (the "Borrower") and Frank D'Angelo and Gemma Runaghan (the "Guarantors") in connection with your request for financing, Canadian Western Bank (the "Bank") has authorized the following loans subject to the terms and conditions outlined in this Commitment Letter (the "Agreement").

1. **LOAN AMOUNT:**

- 1.1. Loan Segment (1): Demand Loan \$100,000.
- 1.2. Loan Segment (2): Demand Non Revolving Loan #1 (DNR #1) \$500,000.
- 1.3. Loan Segment (3): Corporate Credit Card \$25,000

Collectively referred to as "the Loans".

2. **PURPOSE OF LOAN:**

Amounts advanced by the Bank are to be used by the Borrower as follows:

- 2.1. Loan Segment (1): To finance the day-to-day operations of the Borrower's business.
- 2.2. Loan Segment (2): To assist with financing the purchase and installation of a new 100 head can filler carriage/carousel from Bevcorp LLC and associated installation costs.
- 2.3. Loan Segment (3): To assist with day-to-day expenses.

3. **INTEREST RATE:**

Loans shall bear interest while outstanding before and after maturity and default at the following rates:

- 3.1. Loan Segment (1): Interest to float at a rate of 1.50% per annum above the Bank's Prime Lending Rate ("Prime"). As of the date of this Agreement, Prime is 2.70% per annum.
- 3.2. Loan Segment (2): Interest to float at a rate of 1.35% per annum above Prime.
- 3.3. Loan Segment (3): Standard fees, as applicable. Outstanding balances to be paid in full monthly.

Unless otherwise specified, all interest shall be payable without demand on the dates specified by the Bank and shall be calculated daily, compounded monthly. Overdue interest shall bear interest at the same rate.

Plaza 1, 2000 Argentia Road, Suite 101, Mississauga, ON L5N 1P7
t. 289.998.2688 | f. 833.341.7556
cwbank.com

4. **ADVANCES:**

- 4.1. Loan Segment (1) will revolve in multiples of \$5,000 and will be available following satisfaction of the Conditions Precedent as set forth in Schedule "D" herein attached.
- 4.2. Loan Segment (2) shall be advanced on a lump sum basis following satisfaction of the Conditions Precedent as set forth in Schedule "D" herein attached.

5. **REPAYMENT:**

All amounts outstanding under all segments shall be repaid on demand. Unless demanded, the Bank will accept payment as follows:

- 5.1. Loan Segment (1): On demand.
- 5.2. Loan Segment (2): Interest only for first 3 months. Principal and interest commence on the 4th month. Thereafter, to reduce by monthly principal plus interest or in the case of a fixed rate loan in equal blended monthly payments. Payments are based on an amortization of 57 months.

In the case of a fixed rate loan, payments will be adjusted at time of term renewal based on the fixed rate of interest in effect and the remaining amortization period.

For any DNR loan advanced on a floating rate basis with blended monthly payments, the Bank will have the discretion to vary the amount of the required monthly instalments each calendar quarter to reflect changes in Prime.

6. **FEES:**

- 6.1. The Borrower shall pay to the Bank a commitment fee of \$375 which has been paid.
- 6.2. The Borrower shall pay a monthly administration fee of \$25 to cover the cost of administration in monitoring the Line of Credit/DNR and review of all reporting information as outlined in the attached Schedule "C". This fee is in addition to the account's standard service charges.
- 6.3. The Borrower shall pay an annual review fee of \$350 each year in conjunction with the annual review (based on the Borrower's fiscal year end financial statements) to renew outstanding loans.
- 6.4. The Borrower shall pay CWB direct service fees as applicable.

7. **SECURITY:**

The attached Schedule "A" forms part of this Agreement.

8. **KEY COVENANTS/ CONDITIONS:**

The attached Schedule "B" forms part of this Agreement.

9. **REPORTING REQUIREMENTS:**

The attached Schedule "C" forms part of this Agreement.

10. **CONDITIONS PRECEDENT TO DRAWDOWN:**

The attached Schedule "D" forms part of this Agreement.

11. **GENERAL CONDITIONS:**

The attached Schedule "E" forms part of this Agreement.

12. **STANDARD LOAN TERMS & DEFINITIONS:**

The attached Schedule "F" forms part of this Agreement.

13. **REVIEW:**

All loans are subject to review at any time by the Bank, and in any event will be reviewed annually, based on the year-end financial statements of the Borrower.

14. **PREPAYMENT OF DEMAND NON REVOLVING LOAN:**

14.1. Prepayment of individual loan drawdowns are permitted without charges with the exception of loans drawn under the fixed rate option.

14.2. Loans drawn under the fixed rate option are subject to prepayment charges equal to the greater of the following:

- (a) three (3) months interest calculated on the unpaid principal balance at the rate provided herein; or
- (b) a prepayment charge equal to the Bank's Unwinding Costs.

15. **COSTS:**

All costs, including, but not limited to, legal counsel expense, appraisal fees, cost consultant fees and reasonable out-of-pocket expenses incurred by the Bank in connection with the preparation and registration of this Agreement and the Bank's security and the enforcement of the Bank's rights under this Agreement or the Bank's security are for the account of the Borrower and this Agreement will serve as the Bank's authority to charge this amount to the Borrower's deposit account under advice to the Borrower.

16. **ASSIGNMENT BY BORROWER:**

The Borrower shall not assign or encumber its rights and obligations under the Loan(s), this Agreement or the whole or any part of any advance to be made hereunder, without the prior written consent of the Bank.

17. **BANK'S COUNSEL:**

N/A

18. **MATERIAL CHANGE:**

Acceptance of this Agreement by the Borrower provides full and sufficient acknowledgement that if, in the opinion of the Bank, any material adverse change in risk occurs, including without limiting the generality of the foregoing, any material adverse change in the financial condition of the Borrower, any obligation by the Bank to advance all or any portion of the loan may be withdrawn or cancelled at the sole discretion of the Bank, acting in a commercially reasonable manner.

19. **NON-MERGER:**

The terms and conditions set out herein shall not be superseded by nor merge in and shall survive the execution, delivery and/or registration of any instruments of security or evidences of indebtedness granted by the Borrower and/or any Guarantor(s) hereafter, and the advancement of any funds by the Bank. In the event of a conflict between the security documents and the terms of this letter, the terms of the security documents shall govern.

20. **ACCOUNTING CHANGES:**

In the event that any Accounting Change (as defined below) shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in the Commitment Letter, then the Borrower and the Bank agree to enter into negotiations in order to amend such provisions of the Commitment Letter so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Borrower's financial condition shall be substantially the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as an amendment shall have been executed and delivered by the Borrower(s) to the Bank all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred.

Accounting Changes refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Canadian Institute of Chartered Accountants, and all events including changes resulting from implementation of the International Financial Reporting Standards to the extent required by the Canadian Accounting Standards Board.

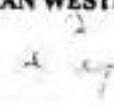
ACCEPTANCE:

To become effective, this Agreement must be accepted in writing by the Borrower and all Guarantors.


If you are in agreement with the above terms and conditions (which includes by reference, all of those terms and conditions set forth in all of the attached Schedules), please sign and return the enclosed copy of this letter. This Agreement will expire if not accepted by April 18, 2022.

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,
CANADIAN WESTERN BANK



Colin O'Regan
Senior Manager, Business Development

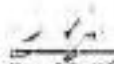


John Butler
AVP & Market Manager


ACKNOWLEDGEMENT:

The Borrower certifies that all information provided to the Bank is true and hereby accept the terms and conditions set forth in the above Agreement (including all Schedules attached thereto).

BORROWER: 2722959 ONTARIO LTD.

Signed: 

Name & Position: Gemma Runagha
President

Signed: 

Name & Position:
I/We have the authority to bind the corporation?


Accepted: 4/5/2022

Date

GUARANTORS:

We/I acknowledge receiving advice of the Agreement described above and agree our/my guarantee is binding even if the Bank changes or waives compliance with the terms of this Agreement.

Signed: 
Frank D'Angelo

Signed: 
Gemma Rúnaghan

Accepted: 4/5/2022
Date

Accepted: 4/5/2022
Date

SCHEDULE "A" - DEMAND

SECURITY

All security documentation described herein must be prepared, executed and registered, as required by the Bank, prior to drawdown of any funds. The types of security, supporting resolutions and agreements to be provided by the Borrower to the Bank will be in form and content satisfactory to the Bank and/or its solicitors, and without restricting the generality of the foregoing, will include:

1. Loan Agreement executed by the Borrower and Guarantors;
2. General Security Agreement providing a first security interest in all present and after acquired property to be registered in all appropriate jurisdictions;
3. Revolving Credit Agreement;
4. Promissory Note;
5. Application for Business Credit Card;
6. Full Liability Guarantee from Frank D'Angelo in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank. The Guarantee is to be executed in the presence of a Solicitor who has provided the Guarantor with the benefit of Independent Legal Advice. The Guarantee is to be accompanied by a Certificate of Independent Legal Advice.
7. Full Liability Guarantee from Gemma Runaghan in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank;
8. Assignment and Postponement of Creditors Claim executed by Gemma Runaghan;
9. Assignment and Postponement of Creditors Claim executed by 2156775 Ontario Inc.;
10. Acknowledged Assignment of Insurance coverage for full insurable values of all assets of the Borrower taken as security by the Bank with first loss payable to the Bank.
11. Such additional securities as the Bank may deem necessary or advisable for the purpose of obtaining and perfecting the foregoing security.

The Borrower and Guarantors acknowledge and agree that the securities above described provided by the Borrower support all loans and secure all indebtedness of the Borrower to the Bank.

SCHEDULE "B" - DEMAND
KEY COVENANTS/CONDITIONS

KEY COVENANTS:

The Borrower agrees:

1. to pay all sums of money when due under this Agreement;
2. to give the Bank prompt notice of any Event of Default or any event which, with notice or lapse of time or both, would constitute an Event of Default;
3. to maintain a "Cash Flow Coverage Ratio" of not less than 1.25:1, tested annually;
4. to give the Bank 30 days prior notice in writing of any intended change in the ownership of its shares or any of its subsidiaries;
5. not to sell, transfer, convey, lease or otherwise dispose of any part of its property or assets, without the prior written consent of the Bank, except in the ordinary course of business;
6. not to change its name or merge, amalgamate or consolidate with any other corporation;
7. to insure and to keep fully insured all properties customarily insured by companies carrying on a similar business to that of the Borrower.
8. not to invest in, lend to, guarantee or otherwise provide for, on a direct or indirect or contingent basis, the payment of any monies or performance of any obligations by any third party except as provided herein;
9. to file on a timely basis, all material tax returns which are or will be required to be filed, to pay or make provision for payment of all material taxes (including interest and penalties) and other potential Priority Claims which are or will become due and payable and to provide adequate reserves for the payment of any tax, the payment of which is being contested;
10. to comply with all applicable environmental laws and regulations; to advise the Bank promptly of any breach of any environmental regulations or licenses or any control orders, work orders, stop orders, action requests or violation notices received concerning any of the Borrower's property; to comply with any such requests or notices, to diligently clean up any spills; and to hold the Bank harmless for any costs or expenses which the Bank incurs for any environment related liabilities existent now or in the future with respect to the Borrower's property;
11. to provide the Bank and its agents, nominees, and consultants with the right to enter the premises of the Borrower from time to time, and to carry out such environmental reviews as the Bank in its sole discretion deems advisable and in that connection to make good faith enquiries with government agencies and to examine the records, books, assets, affairs and business operations of the Borrower;
12. not to grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest, including a Purchase Money Security Interest (PMSI), or other encumbrance affecting any of its properties, assets or other rights other than a Normal Course Lien.

SCHEDULE "C" - DEMAND
REPORTING REQUIREMENTS

The Borrower agrees to provide the following to the Bank:

1. Review Engagement annual financial statements of the Borrower prepared by a firm of qualified professional accountants within 120 days of the Borrower's fiscal year-end;
2. annual updated personal net worth statements of the Guarantors on the Canadian Western Bank forms duly completed and signed; and,
3. any further information, data, financial reports and records, accounting or banking statements, certificates, evidence of insurance and other assurances which the Bank may from time to time require in its sole discretion, acting reasonably.

SCHEDULE "D" - DEMAND
CONDITIONS PRECEDENT TO DRAWDOWN

The following conditions precedent must be fulfilled prior to the Bank having any obligation to advance:

1. The Bank shall be satisfied with the business, assets and financial condition of the Borrower and Guarantors and all security documentation and supporting agreements and documents must be completed in a form satisfactory to the Bank and its solicitors, and must be executed and registered, as appropriate, and the Bank shall have received a solicitor's letter of opinion with respect to the same;
2. Updated PPSA search prior to funding to confirm no additional registrations exist;
3. Confirmation from counsel that legal title to the equipment is held by the Borrower.

SCHEDULE "E" - DEMAND

GENERAL CONDITIONS

EVENTS OF DEFAULT

1. Notwithstanding anything expressed or implied to the contrary, all indebtedness and liability of the Borrower's to the Bank under this Agreement is deemed to be repayable **ON DEMAND** and such indebtedness and liability may be demanded by the Bank at any time in the Bank's sole and exclusive discretion. In addition to being of a demand nature, the full amount of the indebtedness and liability of the Borrower then outstanding, together with accrued interest and any other charges then owing by the Borrower to the Bank shall, at the option of the Bank, forthwith be accelerated and be due and payable, and upon being declared to be due and payable, the securities shall immediately become enforceable and the Bank may proceed to realize and enforce the same upon the occurrence and during the continuance of any of the following events or circumstances (which events or circumstances are herein referred to as the "Events of Default"):
- (a) the Borrower or any Guarantor fails to make when due, whether on demand or at a fixed payment date, by acceleration or otherwise any payment of interest, principal, fees, or other amounts payable to the Bank;
 - (b) there is a breach by the Borrower of any other term or condition contained in this Agreement or in any other agreement to which the Borrower and the Bank are parties and the Borrower has not corrected such breach within 15 days of notice having been provided to the Borrower;
 - (c) any default occurs under the terms of any security to be provided in accordance with this Agreement or under any other credit, loan or security agreement to which the Borrower is a party and the Borrower has not corrected such breach within 15 days of notice having been provided to the Borrower;
 - (d) any bankruptcy, re-organization, compromise, arrangement, insolvency or liquidation proceedings or other analogous proceedings are instituted by or against the Borrower and, if instituted against the Borrower are allowed against or consented to by the Borrower or are not dismissed or stayed within 60 days after such institution;
 - (e) a Receiver is appointed over any property of the Borrower or any judgement or order or any process of any court becomes enforceable against the Borrower or any property of the Borrower or any creditor takes possession of any property of the Borrower;
 - (f) any adverse change occurs in the financial condition of the Borrower or any Guarantor;
 - (g) any adverse change occurs in the environmental condition of:
 - (i) the Borrower(s), or either of them, or any Guarantor of the Borrower; or
 - (ii) any property, equipment, or business activities of the Borrower or any Guarantor of the Borrower.
 - (b) the Borrower acknowledges that failure by any Guarantor(s) of this Agreement to comply with the disclosure requirements set out in Section 45 of the Business Corporations Act (BCA) of Alberta shall constitute a default of the Borrower pursuant to this Agreement.

MISCELLANEOUS CONDITIONS

1. The rights and remedies of the Bank pursuant to this Agreement and the securities taken pursuant hereto are cumulative and not alternative, and not in substitution for any other rights, remedies, or powers of the Bank.
2. Any failure or delay by the Bank to exercise, or exercise fully, its rights and remedies pursuant to this Agreement and the securities taken pursuant hereto shall not be construed as a waiver of such rights and remedies.
3. In the absence of a formal Loan Agreement being entered into, this Agreement shall continue in full force and effect and shall not merge in any securities provided by the Borrower to the Bank.
4. The Bank reserves the sole and absolute right to syndicate part or all of the loan facility contemplated herein, with various syndication partners with whom the Bank syndicates loans from time to time, on terms and conditions satisfactory to the Bank.
5. This Agreement and the security documentation to be provided by the Borrower pursuant hereto shall be construed in accordance with and governed by the laws of the Province of Ontario.



SCHEDULE "F" – DEMAND

SCHEDULE – STANDARD LOAN TERMS

ARTICLE 1 – GENERAL

- 1.1. **Interest Rate.** You will pay interest on each Loan at nominal rates per year at the rate specified in this Agreement.
- 1.2. **Floating rate of interest.** Each floating rate of interest provided for under this Agreement will change automatically, without notice, wherever the Bank's Prime Rate or the U.S. Base Rate, as the case may be, changes.
- 1.3. **Payment of interest.** Interest is calculated on the daily balance of the Loan at the end of each day. Interest is due once a month, unless the Agreement states otherwise. Unless you have made other arrangements with us, we will automatically debit your Operating Account for interest amounts owing. If your Operating Account is in overdraft and you do not deposit to the account an amount equal to the monthly interest payment, the effect is that we will be charging interest on overdue interest (which is known as compounding). Unpaid interest continues to compound whether or not we have demanded payment from you or started a legal action, or get judgment, against you.
- 1.4. **Fees.** You will pay the Bank's fees for the Loans as outlined in the Agreement. You will also reimburse us for all reasonable fees (including legal fees on a solicitor and his own client basis) and out-of-pocket expenses incurred in registering any security, and in enforcing our rights under this Agreement or any security. We will automatically debit your Operating Account for fee amounts owing.
- 1.5. **Our rights re demand Loans.** We believe that the banker-customer relationship is based on mutual trust and respect. It is important for us to know all the relevant information (whether good or bad) about your business. Canadian Western Bank is itself a business. Managing risks and monitoring our customers' ability to repay is critical to us. We can only continue to lend when we feel that we are likely to be repaid. As a result, if you do something that jeopardizes that relationship, or if we no longer feel that you are likely to repay all amounts borrowed, we may have to act. We may decide to act, for example, because of something you have done, information we receive about your business, or changes to the economy that affect your business. Some of the actions that we may decide to take include requiring you to give us more financial information, negotiating a change in the interest rate or fees, or asking you to get further accounting assistance, put more cash into the business, provide more security, or produce a satisfactory business plan. It is important to us that your business succeeds. We may demand immediate repayment of any outstanding amounts under any demand Loan. We may also, at any time and for any cause, cancel the unused portion of any demand Loan.
- 1.6. **Payments.** If any payment is due on a day other than a Business Day, then the payment is due on the next Business Day.
- 1.7. **Applying money received.** If you have not made payments as required by this Agreement, or if you have failed to satisfy any term of this Agreement (or any other agreement you have that relates to this Agreement), or at any time before default but after we have given you appropriate notice, we may decide how to apply any money that we receive. This means that we may choose which Loan to apply the money against, or what mix of principal, interest, fees and overdue amounts within any Loan will be paid.
- 1.8. **Information requirements.** We may from time to time reasonably require you to provide further information about your business. We may require information from you to be in a form acceptable to us.
- 1.9. **Insurance.** You will keep all your business assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for property such as yours (plus for any other risks we may reasonably require). If we request, these policies will include a loss payee clause (and if you are giving us mortgage security, a Standard Mortgage Clause). As further security, you assign all insurance proceeds to us. If we ask, you will give us either the policies themselves or adequate evidence of their existence. If your insurance coverage for any reason stops, we may (but do not have to) insure the property. We will automatically debit your Operating Account for this amount. In the event there are no funds on deposit, we may add the insurance cost to your Loan. Finally, you will notify us immediately of any loss or damage to the property.
- 1.10. **Environmental Matters.** You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. If (a) there is any release, deposit, discharge or disposal of pollutants of any sort (collectively, a "Discharge") in connection with either your business or your property, and we pay any fines or for any clean-up, or (b) we suffer any loss or damage as a result of any Discharge, you will reimburse the Bank, its directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts (including amounts spent preparing any necessary environmental assessment or other reports, or defending any lawsuits) that result. If we ask, you will defend any lawsuits, investigations or prosecutions brought against the Bank or any of its directors, officers, employees and agents in connection with any Discharge. Your obligation to us under this section continues even after all Loans have been repaid and this Agreement has terminated.
- 1.11. **Consent to release information.** We may from time to time give any loan or other information about you to, or receive such information from, (a) any financial institution, credit reporting agency, rating agency or credit bureau, (b) any person, firm or corporation with whom you may have or propose to have financial dealings, and (c) any person, firm or corporation in connection with any dealings you have or propose to have with us. You agree that we may use that information to establish and maintain your relationship with us and offer any services as permitted by law, including services and products offered by our subsidiaries when it is considered that this may be suitable to you.
- 1.12. **Proof of debt.** This Agreement provides the proof, between the Bank and you, of the loans made available to you. There may be times when the type of loan you have requires you to sign additional documents. Throughout the time that we provide you loans under this Agreement, our loan accounting records will provide complete proof of all terms and conditions of your loan (such as principal loan balances, interest calculations, and payment dates).
- 1.13. **Renewals of this Agreement.** This Agreement will remain in effect for your Loans for as long as they remain unchanged. If there are no changes to the Loans this Agreement will continue to apply, and you will not need to sign anything further. If there are any changes, we will provide you with either an amending agreement, or a new replacement Letter, for you to sign.
- 1.14. **Confidentiality.** The terms of this Agreement are confidential between you and the Bank. You therefore agree not to disclose the contents of this Agreement to anyone except your professional advisors and where required by law.

- 1.15. **Pre-conditions.** You may use the Loans granted to you under this Agreement only if:
- (a) we have received properly signed copies of all documentation that we may require in connection with the operation of your accounts and your ability to borrow and give security;
 - (b) all the required security has been received and registered to our satisfaction;
 - (c) any special provisions or conditions set forth in the Agreement have been complied with; and
 - (d) if applicable, you have given us the required number of days notice for a drawing under a Loan.
- 1.16. **Notices.** We may give you any notice in person or by telephone, or by letter that is sent either by fax or by mail.
- 1.17. **Use of the Operating Loan.** You will use your Operating Loan only for your business operating cash needs. You are responsible for all debits from the Operating Account that you have either initiated (such as cheques, loan payments, pre-authorized debits, etc.) or authorized us to make. Payments are made by making deposits to the Operating Account. You may not at any time exceed the lesser of the Loan Amount and the maximum available under the Margin Requirements. We may, without notice to you, return any debit from the Operating Account that, if paid, would result in the Loan Amount being exceeded, unless you have made prior arrangements with us. If we pay any of these debits, you must repay us immediately the amount by which the Loan Amount is exceeded.
- 1.18. **Non-Revolving Loans.** The following terms apply to each Non-Revolving Loan:
- (a) **Non-revolving Loans.** Unless otherwise stated in the Agreement, any principal payment made permanently reduces the available Loan Amount. Any payment we receive is applied first to overdue interest, then to current interest owing, then to overdue principal, then to any fees and charges owing, and finally to current principal.
 - (b) **Floating Rate Non-Revolving Loans.** Floating Rate Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest as described below:
 - (i) **Blended payments.** If you have a Floating Rate Loan that has blended payments, the amount of your monthly payment is fixed for the term of the loan, but the interest rate varies with changes in the Prime Rate or U.S. Base Rate (as the case may be). If the Prime Rate or U.S. Base Rate during any month is lower than what the rate was at the outset, you may end up paying off the loan before the scheduled end date. If, however, the Prime Rate or U.S. Base Rate is higher than what it was at the outset, the amount of principal that is paid off is reduced. As a result, you may end up still owing principal at the end of the term because of these changes in the Prime Rate or U.S. Base Rate. We will advise you from time to time of any changes in the blended payment necessary to maintain the original amortization period, should we choose to do so.
 - (ii) **Payments of fixed principal plus interest.** If you have a Floating Rate Loan that has regular principal payments, plus interest, the principal payment amount of your Loan is due on the payment date specified in the Agreement. Although the principal payment amount is fixed, your interest payment will usually be different each month, for at least one and possibly more reasons, namely: the reducing principal balance of your loan, the number of days in the month, and changes to the Prime Rate or U.S. Base Rate (as the case may be).
- (c) **Demand of Fixed Rate Demand Non-Revolving Loans.** If you have a Fixed Rate Demand Non-Revolving Loan and we make demand for payment, you will owe us (i) all outstanding principal, (ii) interest, (iii) any other amount due under this Agreement, and (iv) a prepayment charge. The prepayment charge is equal to the greater of three (3) months interest calculated on the unpaid balance at the rate authorized or the Bank's Unwinding Costs.

ARTICLE 1 – DEFINITIONS

2.1. **Definitions.** In this Agreement, the following terms have the following meanings:

"**Agreement**" means the letter agreement between you and Canadian Western Bank to which this Schedule and any other Schedules are attached.

"**Business Day**" means any day (other than a Saturday or a Sunday) that the CWB Branch/Centre is open for business.

"**Cash Flow Coverage Ratio**" means for any fiscal year the ratio of X to Y where:

X =
Net profit after tax
+ amortization/depreciation
+ all interest expenses
+ all taxes
= EBITDA

Y =
All interest paid or accrued during the trailing fiscal year + the Borrower's actual principal payment obligations for the trailing fiscal year under the CWB credit facility and any other document or agreement including without limitation:

- o in respect of any indebtedness for borrowed money as classified in the balance sheet of the Borrower and in accordance with generally accepted accounting principals; and
- o in respect of any capital lease in accordance with generally accepted accounting principles entered into by the Borrower.

"**Current Assets**" are cash, accounts receivable, inventory and other assets that are likely to be converted into cash, sold, exchanged or expended in the normal course of business within one year or less, excluding amounts due from related parties.

"**Current Liabilities**" means debts that are or will become payable within one year or one operating cycle, whichever is longer, excluding amounts due to related parties, and which will require Current Assets to pay. They usually include accounts payable, accrued expenses, deferred revenue and the current portion of long-term debt.

"**Current Ratio**" means the ratio of Current Assets to Current Liabilities.

"**Customer Automated Funds Transfer (CAFT)**" is a WEB based service that provides non-personal customers the ability to make multiple electronic transactions for purposes of direct deposit for payroll or direct payment of accounts payable.

"**CWB Branch/Centre**" means the Canadian Western Bank branch or banking centre noted on the first page of this Agreement, as changed from time to time by agreement between the parties.

"**CWBdirect**" is a service available to allow customers the capability to access their bank accounts and general banking information using a personal computer with via the internet.

"**Debt to Tangible Net Worth Ratio**" means the ratio of Debt to Tangible Net Worth, where:

- (a) Debt is defined as: all liabilities listed on the balance sheet less loans from shareholders or affiliates where the bank has a registered postponement of claim. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be excluded from debt where written confirmation has been obtained from the borrower regarding the re-investment.
- (b) Tangible Net Worth is defined as: the aggregate of share capital, retained earnings, shareholder and affiliated company loans specifically postponed to the Bank, less intangible assets such as goodwill, investments in and advances to affiliated companies and any other asset determined by the Bank to be intangible. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be included in tangible net worth where written confirmation has been obtained

from the borrower regarding the re-investment and providing these loans are specifically postponed to the Bank.

"**Demand Non-Revolving Loan**" means an instalment loan that is payable upon demand. Such a Loan may be either at a fixed or a floating rate of interest.

"**Fixed Rate Loan**" means any loan drawn down, converted or extended under a Loan at an interest rate which was fixed for a term, instead of referenced to a floating rate such as the Prime Rate or U.S. Base Rate, at the time of such drawdown, conversion or extension.

"**Intangibles**" means assets of the business that have no value in themselves but represent value. They include such things as copyright, goodwill, patents and trademarks; franchises, licenses, leases, research and development costs, and deferred development costs.

"**Letter of Credit**" or "**L/C**" means a documentary or stand-by Letter of Credit, a Letter of Guarantee, or a similar instrument in form and substance satisfactory to us.

"**Lien**" includes a mortgage, charge, lien, security interest or encumbrance of any sort on an asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

"**Loan**" means any loan segment referred to in the Agreement and if there are two or more segments, "Loan" includes reference to each segment.

"**Loan Amount**" of any Loan means the amount specified in the Agreement and if there are two or more segments, "Loan Amount" includes reference to each segment.

"**Mandatory Capital Expenditures**" means net capital expenditures incurred by you not financed by long term debt. Net capital expenditures means all capitalized fixed asset purchases less fixed asset sales.

"**Monthly Statement of Borrowing Limit**" means the CWB form 1099 by that name, as it may from time to time be changed.

"**Normal Course Lien**" means a Lien that (x) arises by operation of law or in the ordinary course of business as a result of owning any such asset (but does not include a Lien given to another creditor or to secure debts owed to that Loan) and (b) taken together with all other Normal Course Liens, does not materially affect the value of the asset or its use in the business.

"**Operating Account**" means the account that you normally use for the day-to-day cash needs of your business, and may be either or both of a Canadian dollar and a U.S. dollar account.

"**Postponed Debt**" means any debt owed by you that has been formally postponed to the Bank.

"**Principal Sum**" means the loan balance outstanding.

"**Priority Claims**" means priorities that are created when a borrower does not remit monies due for Income Tax, Workers Compensation, Canada Pension Plan, Employment Insurance, GST, Provincial Sales Tax, wage claims including unpaid holiday entitlement, unpaid utility bills and arrears of rent for business premises. These are considered to be deemed trust and rank in priority to all security interests.

"**Prime Rate**" means the variable reference rate of interest per year declared by the Bank from time to time to be its Prime rate for Canadian dollar loans made by the Bank in Canada.

"**Purchase Money Lien**" means a Lien incurred in the ordinary course of business only to secure the purchase price of an asset, or to secure debt used only to finance the purchase of the asset.

"**Shareholders' Equity**" means paid-in capital, retained earnings and attributed or contributed surplus.

"**Standard Overdraft Rate**" means the variable reference interest rate per year declared by the Bank from time to time to be its standard overdraft rate on overdrafts in Canadian or U.S. dollar accounts maintained with the Bank in Canada.

"Unwinding Costs" means the costs the Bank incurs when a fixed rate loan is paid out early. The unwinding costs are based on an interest rate differential between the loan rate and the bid side yield for Government of Canada securities with the same maturity as the loan, for the remaining term of the loan at the time of repayment.

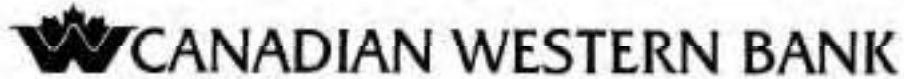
"U.S. Base Rate" means the variable reference rate of interest per year as declared by the Bank from time to time to be its base rate for U.S. dollar loans made by the Bank in Canada.

This is Exhibit "C" referred to in the Affidavit of
ROD RANDALL
Sworn on July 14, 2022

A handwritten signature in blue ink that reads "K. Sunshine". The signature is written in a cursive style with a long horizontal stroke at the end.

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T



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 Eastgate 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 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 situate, 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.

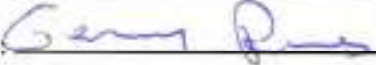
IN WITNESS WHEREOF the Debtor has executed this Agreement as of the day and year first above written.

2722959 ONTARIO LTD.

Name: Gemma Runaghan

Corporate Seal
If Applicable

Title: President

Signature: 

Debtor Address:
4544 Eastgate Parkway, Mississauga, ON L4W 3W8

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

This is Exhibit "D" referred to in the Affidavit of
ROD RANDALL
Sworn on July 14, 2022

A handwritten signature in blue ink that reads "K. Sunshine". The signature is written in a cursive style with a long horizontal flourish at the end.

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T



CANADIAN WESTERN BANK

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of 2722959 ONTARIO LTD. ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets

- within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.
10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
 11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
 12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
 13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
 14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
 15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.
 16. This instrument shall be construed in accordance with the laws of ONTARIO, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
 17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at KLEINBURG, ONTARIO this 5 day of April, 2022



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

Witness



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


GEMMA RINAGHAN

This is Exhibit "E" referred to in the Affidavit of
ROD RANDALL
Sworn on July 14, 2022

A handwritten signature in blue ink that reads "K. Sunshine". The signature is written in a cursive style with a long horizontal flourish at the end.

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T



CANADIAN WESTERN BANK


FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of 2722959 ONTARIO LTD. ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets

- within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.
10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.
16. This instrument shall be construed in accordance with the laws of ONTARIO, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at KLEIN BURG, ONTARIO this 5 day of April, 2022



Witness
Joseph F. La Grasso



FRANK D'ANGELO

This is Exhibit "F" referred to in the Affidavit of
ROD RANDALL
Sworn on July 14, 2022

A handwritten signature in blue ink that reads "K. Sunshine". The signature is written in a cursive style with a long horizontal flourish at the end.

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T



VERIFICATION



Document Details

Registration Date: **06 APR 2022**
Expiry Date: **06 APR 2027**
Registration Number: **20220406 1139 1793 5365**
File Number: **781801722**

Transaction ID: **004-192-688**



General

Reference Number:
Registration Period (Years): **5**

Caution Filing: **No**
Perform a Post Search: **Yes**
Register Immediately: **Yes**



Business Debtor

2722959 ONTARIO LTD.
4544 EASTGATE PARKWAY
MISSISSAUGA ON L4W3W6



Individual Debtor

No Individual Debtor



Secured Party

CANADIAN WESTERN BANK
300, 606 4 STREET SW
CALGARY AB T2P1T1



Collateral Classification

Consumer Goods: **Yes** Inventory: **Yes** Equipment: **Yes** Accounts: **Yes** Other: **Yes**
Motor Vehicle Included: **Yes**



Serial Numbered Collateral

No Serial Numbered Collateral



General Collateral

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. ALL PROCEEDS THEREOF.



Registering Agent

CANADIAN WESTERN BANK
300, 606 4 STREET SW
CALGARY AB T2P1T1



VERIFICATION



Document Details

Registration Date: **06 APR 2022**
Expiry Date: **06 APR 2027**
Registration Number: **20220406 1403 1462 8493**
File Number: **781810821**

Transaction ID: **004-192-860**



General

Reference Number:
Registration Period (Years): **5**

Caution Filing: **No**
Perform a Post Search: **No**
Register Immediately: **No**



Business Debtor

2156775 ONTARIO INC.
162 CAMLAREN CRES.
KLEINBURG ON L0J1C0



Individual Debtor

No Individual Debtor



Secured Party

CANADIAN WESTERN BANK
300, 606 4 STREET SW
CALGARY AB T2P1T1



Collateral Classification

Consumer Goods: **No** Inventory: **No** Equipment: **No** Accounts: **Yes** Other: **Yes**
Motor Vehicle Included: **No**



Serial Numbered Collateral

No Serial Numbered Collateral



General Collateral

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 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 THEREOF.



Registering Agent

CANADIAN WESTERN BANK
300, 606 4 STREET SW
CALGARY AB T2P1T1



VERIFICATION



Document Details

Registration Date: **06 APR 2022**
Expiry Date: **06 APR 2027**
Registration Number: **20220406 1403 1462 8492**
File Number: **781810812**

Transaction ID: **004-192-803**



General

Reference Number:
Registration Period (Years): **5**

Caution Filing: **No**
Perform a Post Search: **No**
Register Immediately: **No**



Business Debtor

No Business Debtor



Individual Debtor

GEMMA RUNAGHAN 13-APR-1979
477 REEVES WAY BLVD.
STOUFVILLE ON L4A0A2



Secured Party

CANADIAN WESTERN BANK
300, 606 4 STREET SW
CALGARY AB T2P1T1



Collateral Classification

Consumer Goods: **No** Inventory: **No** Equipment: **No** Accounts: **Yes** Other: **Yes**
Motor Vehicle Included: **No**



Serial Numbered Collateral

No Serial Numbered Collateral



General Collateral

ASSIGNMENT AND POSTPONEMENT BETWEEN 2722959 ONTARIO LTD. AND GEMMA RUNAGHAN. PURSUANT TO ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS AGREEMENT. ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE OF 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 THEREOF.



Registering Agent

CANADIAN WESTERN BANK
300, 606 4 STREET SW
CALGARY AB T2P1T1

This is Exhibit "G" referred to in the Affidavit of
ROD RANDALL
Sworn on July 14, 2022

A handwritten signature in blue ink that reads "K. Sunshine". The signature is written in a cursive style with a long horizontal flourish at the end.

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

ServiceOntario

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Enquiry Result

File Currency: 01JUN 2022



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Note: All pages have been returned.

Type of Search Business Debtor
 Search Conducted On 2722959 ONTARIO LTD.
 File Currency 01JUN 2022

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
772869456	1	2	1	11	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
772869456		001	001		20210527 1114 1862 8771	P PPSA	5

Individual Debtor Date of Birth First Given Name Initial Surname

Business Debtor Business Debtor Name Ontario Corporation Number
 2722959 ONTARIO LIMITED 2722959
 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			450000		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	2722959 ONTARIO LTD.								
File Currency	01JUN 2022								
	File Number	Family	of Families	Page	of Pages				
	772869456	1	2	2	11				
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number		Registered Under		
		001	9		20220428 1015 1590 9652				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	772869456			J OTHER					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	2722959 ONTARIO LTD								
Other Change	Other Change								
	THE SECURED PARTY, GEMMA RUNAGHAN,								
Reason / Description	Reason / Description								
	THE SECURED PARTY, GEMMA RUNAGHAN, HEREBY POSTPONES ITS SECURITY INTERESTS IN THE PROPERTY OF THE DEBTOR, 2722959 ONTARIO LTD., PERFECTED BY PPSA REFERENCE FILE NUMBER 772869456 TO THOSE SECURITY								
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		
MACDONALD SAGER LLP				
Address		City	Province	Postal Code
800-150 YORK STREET		TORONTO	ON	M5H 3S5

CONTINUED

Type of Search Business Debtor
Search Conducted On 2722959 ONTARIO LTD.
File Currency 01JUN 2022

File Number	Family	of Families	Page	of Pages
772869456	1	2	3	11

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
	002	9		20220428 1015 1590 9652	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	772869456					

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		

Other Change **Other Change**
 HEREBY POSTPONES ITS SECURITY INTERESTS

Reason / Description **Reason / Description**
 INTERESTS OF CANADIAN WESTERN BANK IN THE PROPERTY OF THE DEBTOR,
 2722959 ONTARIO LTD. PERFECTED BY PPSA REFERENCE FILE NUMBER
 781801722

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
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Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
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Motor Vehicle Description	Year	Make	Model	V.I.N.
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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

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	2722959 ONTARIO LTD.					
File Currency	01JUN 2022					
	File Number	Family	of Families	Page	of Pages	
	772869456	1	2	5	11	
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT						
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		004	9		20220428 1015 1590 9652	
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	772869456					
Reference Debtor/ Transferor	First Given Name			Initial	Surname	
	Business Debtor Name					
Other Change	Other Change					
	ONTARIO LTD., PERFECTED BY PPSA					
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
		Inventory	Equipment	Accounts	Other	Amount

Collateral Classification	Consumer Goods				Motor Vehicle Included	Date of Maturity or	No Fixed Maturity Date
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Motor Vehicle Description	Year	Make	Model	V.I.N.
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General Collateral Description	General Collateral Description
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Registering Agent Registering Agent or Secured Party/ Lien Claimant

	Address	City	Province	Postal Code
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CONTINUED

Type of Search Business Debtor
 Search Conducted On 2722959 ONTARIO LTD.
 File Currency 01JUN 2022

File Number	Family	of Families	Page	of Pages
772869456	1	2	6	11

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
	005	9		20220428 1015 1590 9652	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	772869456					

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		

Other Change Other Change
 REFERENCE FILE NUMBER 772869456 TO THOSE

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								
		Address			City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	2722959 ONTARIO LTD.								
File Currency	01JUN 2022								
	File Number	Family	of Families	Page	of Pages				
	772869456	1	2	7	11				
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under			
		006	9		20220428 1015 1590 9652				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	772869456								
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
Other Change	Other Change								
	SECURITY INTERESTS OF CANADIAN WESTERN								
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							
		Address			City		Province	Postal Code	

CONTINUED

Type of Search Business Debtor
Search Conducted On 2722959 ONTARIO LTD.
File Currency 01JUN 2022

File Number	Family	of Families	Page	of Pages
772869456	1	2	8	11

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
	007	9		20220428 1015 1590 9652	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	772869456					

Reference Debtor/ Transferor	First Given Name	Initial	Surname
Business Debtor Name			

Other Change **Other Change**
 BANK IN THE PROPERTY OF THE DEBTOR,

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							
		Address			City		Province		Postal Code

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	2722959 ONTARIO LTD.								
File Currency	01JUN 2022								
	File Number	Family	of Families	Page		of Pages			
	772869456	1	2	9	11				
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number		Registered Under		
		008	9		20220428 1015 1590 9652				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	772869456								
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
Other Change	Other Change								
	2722959 ONTARIO LTD. PERFECTED BY PPSA								
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
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Motor Vehicle Description	Year	Make	Model	V.I.N.
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General Collateral Description General Collateral Description

Registering Agent Registering Agent or Secured Party/ Lien Claimant

Address		City	Province	Postal Code
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CONTINUED

Type of Search Business Debtor

Search Conducted On 2722959 ONTARIO LTD.

File Currency 01JUN 2022

File Number	Family	of Families	Page	of Pages
772869456	1	2	10	11

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
	009	9		20220428 1015 1590 9652	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	772869456					

Reference Debtor/ Transferor First Given Name Initial Surname

Business Debtor Name

Other Change

Other Change

REFERENCE FILE NUMBER 781801722

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							
		Address			City		Province	Postal Code	

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	2722959 ONTARIO LTD.								
File Currency	01JUN 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	781801722	2	2	11	11	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		
781801722		001	1		20220406 1139 1793 5365	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name		Ontario Corporation Number						
	2722959 ONTARIO LTD.								
	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							
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	X	X	X	X			
Motor Vehicle Description	Year	Make			Model			V.I.N.	
General Collateral Description		General Collateral Description							
		ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. ALL PROCEEDS THEREOF.							

Registering Agent		Registering Agent			
CANADIAN WESTERN BANK					
Address		City	Province	Postal Code	
300, 606 4 STREET SW		CALGARY	AB	T2P1T1	

LAST PAGE

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[BACK TO TOP](#)



All Pages

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This is Exhibit "H" referred to in the Affidavit of
ROD RANDALL
Sworn on July 14, 2022

A handwritten signature in blue ink that reads "K. Sunshine". The signature is written in a cursive style with a long horizontal flourish at the end.

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

CANADIAN WESTERN BANK

ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 05 day of April, 2022

AMONG: GEMMA RUNAGHAN ("Creditor")
- and -
2722959 ONTARIO LTD. ("Corporation")
- and -
CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 5 day of April, 2022

CREDITOR:

GEMMA RUNAGHAN

CORPORATION:

2722858 ONTARIO LTD.

PER:

Gemma Runaghan

(SEAL)

PER:

Gemma Runaghan

(SEAL)

This is Exhibit "I" referred to in the Affidavit of
ROD RANDALL
Sworn on July 14, 2022

A handwritten signature in blue ink that reads "K. Sunshine". The signature is written in a cursive style with a long horizontal flourish at the end.

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T



ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 05 day of April, 2022.

AMONG: 2156775 ONTARIO INC. ("Creditor")
- and -
2722959 ONTARIO LTD. ("Corporation")
- and -
CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.



It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 5 day of April 2022

CREDITOR:	_____	CORPORATION:	_____
	2158775-ONTARIO INC.		2722959-ONTARIO LTD.
PER: 	_____ (SEAL)	PER: 	_____ (SEAL)

This is Exhibit "J" referred to in the Affidavit of
ROD RANDALL
Sworn on July 14, 2022

A handwritten signature in blue ink that reads "K. Sunshine". The signature is written in a cursive style with a long horizontal flourish at the end.

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T



MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 1809
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8605

MILLERTHOMSON.COM

June 17, 2022

Private and Confidential

Delivered via Prepaid Registered Mail

2722959 Ontario Ltd.
4544 East Gate Parkway
Mississauga, Ontario
L4W 3W6

Attention: Gemma Runaghan, President

-and-

Gemma Runaghan
477 Reeves Way
Stouffville, Ontario
L4A 0A2

-and-

Frank D'Angelo
162 Camlaren Crescent
Kleinburg, Ontario
L0J 1C0

Dear Sirs:

Re: Credit facilities established by Canadian Western Bank (the "**Bank**") in favour of 2722959 Ontario Ltd. (the "**Borrower**") pursuant to a commitment letter dated April 4, 2022 issued by the Bank and accepted by the Borrower and each of each of Gemma Runaghan ("**GR**") and Frank D'Angelo ("**FD**", and collectively with GR, the "**Guarantors**" and each a "**Guarantor**"), as guarantors (as the same may have been amended, replaced, restated, supplemented or renewed from time to time, the "**Commitment Letter**") and evidenced and supported by (a) a demand note dated April 5, 2022 issued by the Borrower in favour of Bank (the "**Demand Note**"); and (b) a revolving credit agreement dated April 5, 2022 between the Bank and the Borrower (the "**Revolving Credit Agreement**"); and (c) a credit card application dated April 20, 2022 executed by the Borrower (the "**Credit Card Application**", and collectively with the Commitment Letter, the Demand Note and the Revolving Credit Agreement, the "**Loan Agreements**")

We act as counsel for the Bank in respect to the above noted matter.

The Bank has made available to the Borrower certain credit facilities (the "**Credit Facilities**") pursuant to the Loan Agreements. As security for the obligations under the Loan Agreements,

the Borrower issued certain security in favour of the Bank, being: (a) a general security agreement dated April 5, 2022 (the "**GSA**"); (b) an assignment and postponement of creditor's claims dated April 5, 2022 between the Borrower and 2156775 Ontario Inc. (the "**Assignment and Postponement**"); and (c) an assignment of insurance dated April 12, 2022 (the "**Assignment of Insurance**" and collectively with the GSA and Assignment and Postponement, the "**Security**").

Additionally, according to the Bank's records, each of the Guarantors is obligated to the Bank for any amounts outstanding under the Loan Agreements. In that regard, the Bank holds the following guarantees granted by the Guarantors:

- (a) a full liability guarantee dated April 5, 2022 granted by GR in favour of the Bank; and
- (b) a full liability guarantee dated April 5, 2022 granted by FD in favour of the Bank.

To date, the Borrower has committed a number of defaults on its obligations under the Loan Agreements and the Security. These defaults include, but are not limited to, the following:

- (a) the failure to make certain regular scheduled payments of principal and interest on the loan evidenced by the Demand Note and advanced pursuant to the terms of the Commitment Letter since May 7, 2022; and
- (b) an adverse change in the financial condition of the Borrower.

At this time, the Borrower has indicated to the Bank that they will not be in a position to repay their Indebtedness (as hereinafter defined) to the Bank.

According to the Bank's records, as at June 14, 2022 the Borrower is obligated or otherwise liable to the Bank for advances, accrued interest and fees under each of the Credit Facilities described in Schedule "A" hereto in such amounts as described therein, plus accruing interest and all such other costs and expenses to which the Bank is entitled under its existing arrangements with the Borrower (the "**Outstanding Indebtedness**").

The Bank has also incurred professional and legal fees¹ on account of the defaults of the Borrower described in Schedule "A" (the "**Profession and Legal Fees**" and together with the Outstanding Indebtedness, the "**Indebtedness**"). These amounts are also payable by the Borrower in accordance with the terms of the Loan Agreements and Security.

We confirm that the Bank has declared all of the obligations of the Borrower to the Bank to be immediately due and payable and we hereby demand payment of such obligations from the Borrower and each of the Guarantors. We also enclose herewith a notice of intention to

¹ The amounts owing by the Borrower on account of professional and legal fees described in the table attached hereto as "Schedule A" is not exhaustive and the Borrower is obligated and liable for all such other professional and legal costs and expenses to which the Bank is entitled under its existing arrangements with the Borrower, and therefore the amounts for professional and legal expenses described in the table are subject to change.



enforce security pursuant to the *Bankruptcy and Insolvency Act* (Canada), with respect to the security that you issued in favour of the Bank in support of your obligations in that regard.

All of the Indebtedness of the Borrower to the Bank must be paid by 2:00 p.m. on July 26, 2022. Payment should be made to our office by certified cheque payable to the Bank. In the event that the Borrower does not remit the required funds by July 26, 2022 or the Borrower does not demonstrate, by July 26, 2022 their ability to pay the funds at a later date, on terms satisfactory to the Bank, the Bank reserves its right to commence proceedings against the Borrower, without further notice, including, without limitation, with respect to the appointment of a receiver and/or manager pursuant to the security which the Borrower executed in favour of the Bank, and which includes a general security agreement and other security as more particularly described in the Loan Agreements.

The Bank reserves its right to act before July 26, 2022 if, for example, the Bank considers the property under its security to be in peril.

We trust that you will respond accordingly.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in blue ink, appearing to read 'G. Marinangeli', written over a horizontal line.

Geoffrey Marinangeli on behalf of Jeffrey C. Carhart
JCC/af

c. Dean Chan
Cameron Kerr
Rod Randall



SCHEDULE A

INDEBTEDNESS AS AT JUNE 14, 2022

Facility	Loan Number	Currency	Principal	Interest	Total Principal & Interest
Demand Note	101014476955	CAD	\$500,000.00	\$4,282.95	\$504,282.95
Revolving Credit Agreement	101014526437	CAD	\$99,886.97	\$183.63	\$100,070.60
VISA Credit Card	MD 2211030914	CAD	\$25,000.00	0.00	\$25,000.00
Unpaid Legal Fees	Miller Thomson LLP	CAD	\$2,400.00	0.00	\$2,400.00
Total (CAD)					\$631,753.55

FORM 115

Notice of Intention to Enforce Security

(Subsection 244(1))

TO: 2722959 ONTARIO LTD. (“**Borrower**”), an insolvent person

AND TO: GEMMA RUNAGHAN (“**GR**”), an insolvent person

AND TO: FRANK D’ANGELO (“**FD**”), an insolvent person

Take notice that:

1. **Canadian Western Bank** (the “**Bank**”), a secured creditor, intends to enforce its security on the property of each of the insolvent persons described below:
 - (a) with respect to Borrower, all property described as collateral for the obligations of Borrower to the Bank in the following documentation:
 - (i) a general security agreement dated April 5, 2022 granted by the Borrower in favour of the Bank;
 - (ii) an assignment and postponement of creditor claims dated April 5, 2022 between the Borrower and 2156775 Ontario Inc. in favour of the Bank; and
 - (iii) an assignment of insurance dated April 12, 2022 granted by the Borrower in favour of the Bank;
 - (b) with respect to GR, all property described as collateral for the obligations of GR to the Bank in the following documentation:
 - (i) the full liability guarantee dated April 5, 2022 granted by GR in favour of the Bank; and
 - (ii) an assignment and postponement of creditor claims dated April 5, 2022 between the Borrower and GR in favour of the Bank; and
 - (c) with respect to FD, all property described as collateral for the obligations of FD to the Bank in the full liability guarantee dated April 5, 2022 granted by FD in favour of the Bank.
2. The security that is to be enforced is in the form of the security listed in paragraph 1 above.
3. The total amount of indebtedness secured by the security is as set out in the attached demand letter dated 17 day of June, 2022.

←

4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 17 day of June, 2022

CANADIAN WESTERN BANK, by its
lawyers, Miller Thomson LLP

Per: 

Geoffrey Marinangeli on behalf of
Jeffrey C. Carhart

Telephone: (416) 595-8615

jcarhart@millerthomson.com

This is Exhibit "K" referred to in the Affidavit of
ROD RANDALL
Sworn on July 14, 2022

A handwritten signature in blue ink that reads "K Sunshine". The signature is written in a cursive style with a long horizontal flourish at the end.

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T



Court File No.:

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

2722959 ONTARIO INC., FRANK D'ANGELO, and GEMMA RUNAGHAN
Plaintiffs

- and -

CANADIAN WESTERN BANK and JOHN BUTLER
Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiffs. The claim is 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 Plaintiffs do not have a lawyer, serve it on the Plaintiffs, and file it, with proof of service, in the 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 the United States of America, the period of serving and filing your statement of defence is forty days. If you are served outside Canada or the United States of America, the period for serving and filing your statement of defence is sixty days.

Instead of serving and filing a Statement of Defence, you may 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 in which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGEMENT 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.

Date: June 13, 2022

Issued by: _____

50 Eagle St W, Newmarket,
Ontario L3Y 6B1

TO: **CANADIAN WESTERN BANK**
101-200 Argentia Road
Mississauga, Ontario L5N 1P7
T. 289 998 2600
F. 833 341 7556

AND TO: **JOHN BUTLER**
101-200 Argentia Road
Mississauga, Ontario L5N 1P7
T. 289 998 2600
F. 833 341 7556

CLAIM

1. The Plaintiffs, 2722959 Ontario Inc., Frank D'Angelo, and Gemma Runaghan (hereinafter referred to as "the Plaintiffs"), claim against the Defendants, Canadian Western Bank ("CWB") and John Butler ("Butler") jointly and severally:

A. As against the Defendant CWB:

- a) General damages for breach of contract, breach of duty of care, breach of trust, breach of fiduciary duty, misrepresentation in the amount of \$250 million dollars (\$250,000,000.00), which includes damages for loss of contract revenues of \$140 million US dollars (\$140,000,000.00 USD) per year for the next 5 years, loss of inventory and equipment in the amount of \$12 million dollars (\$12,000,000.00), all of which the full particulars will be provided prior to trial;
- b) Punitive damages in the amount of \$30 million dollars (\$30,000,000.00);
- c) Special damages in an amount to be determined prior to trial;
- d) Pre-judgment and post-judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43 as amended;
- e) Their costs on a substantial indemnity basis, plus any applicable HST; and
- f) Such further and other relief as this Honourable Court may deem just.

B. As against the Defendant Butler:

- a) General damages for breach of contract, breach of duty of care, breach of trust, breach of fiduciary duty, misrepresentation in the amount of \$250 million dollars (\$250,000,000.00), which includes damages for loss of contract revenues of \$140 million US dollars (\$140,000,000.00 USD) per year for the next 5 years, loss of inventory and equipment in the amount of \$12 million dollars (\$12,000,000.00), all of which the full particulars will be provided prior to trial;
- b) Punitive damages in the amount of \$30 million dollars (\$30,000,000.00);

- c) Special damages in an amount to be determined prior to trial;
- d) Pre-judgment and post-judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43 as amended;
- e) Their costs on a substantial indemnity basis, plus any applicable HST; and
- f) Such further and other relief as this Honourable Court may deem just.

The Parties

2. The Plaintiff, 2722959 Ontario Inc., operating as D'Angelo Brands, is an entity incorporated pursuant the laws of Ontario which manufactures and packages beverage drinks and edible oils, it also warehouses and provides logistics to its customers, and sells directly to the retail markets.

3. The Plaintiff, Frank D'Angelo, ("D'Angelo") is an individual who resides in the City of Kleinburg. D'Angelo is the partner of Gemma Runaghan.

4. Gemma Runaghan ("Runaghan") is an individual who resides in the City of Kleinburg. Runaghan was, at all material times, the sole shareholder of 2722959 Ontario Inc. and is the partner of Frank D'Angelo.

5. The Defendant John Butler ("Butler") was at all material times the Assistant Vice President and Team Lead of Canadian Western Bank.

6. The Defendant Canadian Western Bank ("CWB") is a financial service organization providing specialized service in banking, trust, and wealth management. CWB is a federally incorporated financial institution with a national presence across Canada with office in the City of Mississauga in the province of Ontario.

Overview

7. On or about October 2021, the Plaintiffs engaged Rick Arnone ("Arnone") and Suzanne Kekely ("Kekely") as commercial financing consultants and advisors in order to

assist the Plaintiffs in obtaining a loan with a financial institution.

8. The Plaintiffs wished to secure financing for the growth of the company and to meet its production contracts for 2022. At this time, 2722959 Ontario Inc. had an approved mortgage with another lender in the amount of approximately \$11,000,000.00 for the purchase of its landlord's building.

9. Arnone and Kekely were at all material times advisors, consultants, and agents for the Plaintiffs, and they owed the Plaintiffs a fiduciary duty and were at all times not to be in a position of conflict when acting on behalf of the Plaintiffs.

10. Both Kekely and Arnone introduced the Plaintiffs to Butler, the Assistant Vice President of Canadian Western Bank. Butler expressed to the Plaintiffs that he and CWB were interested in pursuing a financial relationship with the Plaintiffs and that CWB would be the lender and would satisfy the Plaintiffs' financial needs.

11. By January 2022 the Plaintiffs were approved for a bridge loan by the Defendants.

12. As an agreement was reached to use CWB as lender for the 2722959 Ontario Inc., on or about February 3, 2022, the Plaintiffs' consultant, Kekely, Principal of Vision Business Consulting, sent an email and an interim reporting package to Butler and Colin O'Regan ("O'Regan"), Manager, Business Development for CWB. The package sent by Kekely consisted of (a) Interim financial statements, (b) comparative financial presentation, (c) aged accounts receivable, (d) inventory listing and (e) accounts payable listings.

13. On or about February 22, 2022, O'Regan sent Kekely via email an Amended Discussion Paper for the Plaintiff to sign. The summary of the Discussion Paper summarized that the Lender, CWB would consider lending to 2722959 Ontario Inc. the loan amount of \$10,150,000.00 where the Plaintiffs D'Angelo and Runaghan would be personal guarantors to the loan and that 2156775 Ontario Inc. would be the corporate guarantor of the loan.

14. On or about March 3, 2022, O'Regan sent an email to Kekely advising, amongst other things, that *“in our opinion and the avenue for which we believe we will have the greatest success will be keeping the commercial term advances around \$5.5 million range and implementing whatever level of operating facility we can layer on over and above.... Our priority will be to meet the largest needs as discussed: Landlord obligations, city of Mississauga payable and equipment refurbishment.”*

15. In order to proceed with the application immediately and to satisfy the Plaintiffs' deadlines, O'Regan requested that Kekely deliver to him a list of documents including D'Angelo and Runaghan's Notices of Assessment, personal mortgage statements, and RRSP Statements. These requests were fully satisfied by the Plaintiffs.

16. Between January and mid-March 2022, D'Angelo, Arnone, Kekely, O'Regan, and Butler had various exchanges by email, telephone discussions, and in person meetings. The Defendants knew in January that the Plaintiffs requested a loan to increase the production line and to meet the production order for their customers. The Plaintiffs state that it was important to have financing resources to improve the production lines to meet their orders to customers. The loan amount that would be approved by the defendants was approximately \$6,500,000.00, or at least this was the loan amount that the Defendants were considering in advancing to the Plaintiffs.

17. By mid-March 2022, the loan funding had been delayed. In explaining such delay, Butler advised that the Bank was busy with many other files, and he was pushing the Plaintiffs' loan application as a priority. Butler kept on advising and representing to the Plaintiffs that *“we are almost there...everything looks good...you have nothing to worry about... the loan is coming...”*

18. As the delays caused a shortage on the cash flow, on the advice of Butler, he recommended that D'Angelo and Runaghan obtain a high-priced mortgage loan on their personal properties and use such funding to satisfy the immediate debt liabilities until

such time that the commercial loan would be advanced. According to Butler, the loan advance would be immediate.

19. During this time frame, while the loan funding had been delayed, Butler made representations to the Plaintiffs and assured them that the loan would be advanced shortly.

20. Butler also assured the Plaintiffs that he would be personally instrumental in helping into 2722959 Ontario Inc. growth.

21. The Plaintiffs state that from January until March 2022, they were losing revenues as the production line could not keep up with the demands of their clients. The Defendants recognized that the Plaintiffs needed loan funds to improve and fix their production line to keep with the demands by its customers.

22. At a meeting in March 2022 with Arnone, Kekely, O'Regan, Butler and D'Angelo, Butler advised that, despite the delays in being funded, Butler would be sending letters to the Plaintiffs' suppliers assuring them that the Plaintiffs would be receiving a loan to satisfy the suppliers' debts.

23. Butler, on numerous occasions, assured the Plaintiffs that they had been approved for the loan, but in the short-term, he advised to D'Angelo to cash in his RRSPs and not to worry about it.

24. Between Butler and D'Angelo, a special relationship of trust developed, and D'Angelo relied upon Butler's advice guidance and representations. Butler had also become D'Angelo's advisor where he advised D'Angelo to cash the family's RRSPs in order to support the Plaintiff's financial obligations until the loan was advanced. On the advice of Butler, D'Angelo cashed his RRSPs and used such funds to meet some of the corporate Plaintiff's financial obligations.

25. Butler knew of the pressing urgency in getting funding for the Plaintiffs. He was aware that if the Plaintiffs did not receive funding by April, or by the first week of May

2022 the latest, the Plaintiffs would suffer catastrophic losses to both the business and personally. Butler was not only aware of such urgency in providing the loan to the Plaintiffs, which had been delayed by his own actions, but was also aware of the existence of the debtors and the amounts of the debts that had to be satisfied by the Plaintiffs in a timely fashion. Butler was aware and neglected to advance the loan to Plaintiffs by the deadlines imposed by the Plaintiffs' landlords and suppliers.

26. Butler, in the presence of various parties, including Arnone and Kekely, always assured and represented to the Plaintiffs that they would be in receipt of the loan by the latest, May 8, 2022.

27. On or about April 1, 2022, Kekely confirmed via email to D'Angelo that "*CWB has completed their internal approvals and is proceeding with funding mechanics for next week*". Kekely requested additional documents, all of which were provided.

28. On or about April 3, 2022, D'Angelo spoke to Butler as he was concerned about the funding delays respecting the substantial portion of the loan. D'Angelo spoke to Butler advising that the company could not have any further delays for the funding as suppliers and the landlord were insisting on payment. Butler again advised D'Angelo that the loan had been approved, they were experiencing some delays, but not to worry about the loan as it would be advanced shortly.

29. As Butler knew that the Plaintiffs had immediate financial obligations to others, a partial loan was advanced to the Plaintiffs on or about April 5, 2022. According to Butler, this advance was to assist the Plaintiffs meet their pressing financial obligations on a temporary basis. This was considered to be a bridge finance facility to support the operating needs of the Plaintiffs until the balance of the larger loan would be advanced.

30. The Plaintiffs state that on April 4, 2022, Kekely provided the Plaintiffs with the Commitment Letter of a loan consisting of 3 segments:

- a. Loan Segment (1): Demand Loan \$100,000.00, to finance day-to-day operations of the Borrower's business;

- b. Loan Segment (2): Demand Non-Revolving Loan #1 (DNR #1) \$500,000.00, to assist with financing the purchase and installation of new 100 head can filler carriage/carousel from Bevcorp LLC and associated installation costs; and
- c. Loan Segment (3): Corporate Credit Card \$25,000.00, to assist with day-to-day expenses.

31. The Plaintiffs state that the advance of the above loan was an assurance to them by the Defendants that the balance of the remaining loan would be advanced shortly.

32. The Plaintiffs state that they were induced by the Defendants to take this loan for which they provided personal guarantees and now the Plaintiffs, by such commitment to the loan, were unable to seek out other loan opportunities with other financial institutions.

33. The Plaintiffs further state that despite the representations and advice from Butler, as of April 12, 2022, the balance of the remaining funds of the loan were not advanced and the Plaintiffs were at risk of being locked out by the landlord and having the hydro service disconnected to the Plaintiffs' manufacturing facility.

Misrepresentations By Butler

34. The Plaintiffs state that on April 13, 2022, Butler wrote to Eastgate Group Inc., one of the Plaintiffs landlords, and advised of the following:

This letter is to confirm to you that CWB recently on-boarded D'Angelo Brands as a client, and that we completed our initial tranche of Equipment financing on April 8, 2022.

This letter is to further confirm to you that we are in the process of finalizing additional financing for the client, which we fully intend to fund by May 8, 2022. This additional financing will provide for the full pay-out of funds owing to you relative to the Leasehold Improvement costs. In this regard, can you kindly provide the undersigned with a Pay-Out Statement, as of May 8, 2022, as we intend to direct funds to you on this date.

I understand that you recently met with Mr. D'Angelo and impressed upon the need to complete his financing arrangements on an immediate basis, in order to avoid distraint. We believe that it is in the best interest of all parties to avoid such action and are seeking your cooperation in this manner.

If you should have any questions regarding this matter, please do not hesitate to contact the undersigned at your convenience.

*Yours Truly,
CANADIAN WESTERN BANK
[Signed by John Butler, AVP & Market Lead]*

35. On or about May 5, 2022, the Plaintiffs' consultant/advisor, Arnone, directed to the Plaintiffs' solicitor a letter of direction for the payment of their commission for the loan. The email from Arnone to D'Angelo and Runaghan reads as follows:

Dear Frank/Gemma,

We appear to be near the finish line with CWB. As a result, I have attached a Letter of Direction for your lawyer so that Suzanne and I get paid as per our agreement.

36. In addition to the letter Butler sent to the Plaintiffs' Landlord, Butler wrote a similar letter to other suppliers advising them that funding would take place by May 8, 2022.

37. Butler also in early May wrote to the Plaintiffs' lawyer requesting a pay-out of the landlord's debt so that these could be funded without further delay.

38. In response to Butler's letter, Alectra advised D'Angelo confirming that:

We have received the attached letter from the bank. To confirm, the bank will be providing funds to you by May 8th, which is Sunday. We will be extending the date of payment for both 4500 Eastgate & 5901 Tomken until May 9th. Both payments need to be paid in full by May 9th with proof of payment sent in to us.

39. On May 11, 2022 Butler wrote to another of the Plaintiffs advising that funds would be released not later than next week. In his email Butler writes

Although we have made significant progress towards funding, we have been delayed slightly as we work through loan documentation and pay-outs. The loan proceeds are being advanced to the Bank's Counsel, who is in turn coordinating with the suppliers and their counsel, where applicable.

The delay has been due strictly to the Bank and our legal counsel – and is in no way related to D'Angelo Brands – please accept our apologies.

From a timing perspective, we are somewhat at the mercy of Counsel, who understanding the priority of completing funding. I believe we will be able to release funds not later than next week.

In the interim, if you have any questions, please let me know.

40. On May 12, 2022, Butler and CWB destroyed the Plaintiffs' business as Alectra disconnected the hydro utility, and later the landlords locked out the Plaintiffs from their business for not delivering payments as promised by Butler. It turned out to be the case that Butler had deceived and lied to the Plaintiffs including their suppliers and landlords.

41. On May 13, 2022, following the Plaintiffs' plant being shut down due to the negligent misrepresentations made by the Defendants, the Defendants presented to the Plaintiffs a Commitment Letter dated May 12, 2022. The Plaintiffs states and the fact is that such new Commitment Letter forms the basis of all the misrepresentation and negotiations in bad faith undertaken by Butler to the Plaintiff's detriment as the loan as promised by Butler was not yet approved despite Butler assurances to the Plaintiffs that the loan had been approved. Had the Plaintiffs been informed of the fact that the loan had not yet been approved, the Plaintiffs would have secured a loan in March or April with another financial institution.

42. The Plaintiffs state that the Commitment Letter of May 12, 2022 presented to the Plaintiffs on May 13, 2022 had new conditions, never discussed with the Plaintiffs and these were impossible to satisfy in a timely fashion. One of the conditions was for a new appraisal be conducted on the Plaintiffs' equipment while the plant was now shut down having no access to it without Hydro.

43. Contrary to Butler's advice and representations, the Plaintiffs did not receive the loan funds as committed by the Defendants. The Plaintiffs state that the Defendants made serious misrepresentations which were relied upon the Plaintiffs to their detriment, such misrepresentations were done in bad faith which ultimately caused the Plaintiffs to suffer damages to the point of having their business shut down after the D'Angelo family had been in business for over 25 years.

44. The Plaintiffs state that the conduct and misrepresentations of Butler were egregious, reprehensible, and reckless.

45. Butler in his dealings with the Plaintiffs, Arnone and Kekely knew or ought to have known that one of the suppliers of the Plaintiffs, Alectra, would disconnect the hydro utility from the Plaintiffs' facility if it was not paid by the first week in May for the hydro bill owed to them by the Plaintiffs.

46. The Plaintiffs state that as of April, and again by May 3rd or 4th, 2022, Butler knew that if Alectra was not paid as promised by the Defendants, the Plaintiff's company would be shut down and over 200 employees would be without a job.

47. The Plaintiffs state that Butler and CWB were negligent and reckless in allowing Alectra to disconnect the hydro when they knew or ought to have known this would happen if funds were not delivered to them by the deadline imposed, which Butler had promised to satisfy.

48. The Plaintiffs state that:

- a. The representations were made in the context of a special relationship;
- b. The representations were untrue;
- c. The representations were made negligently;
- d. The plaintiffs relied on the representations;
- e. The Plaintiffs' reliance on the representations were reasonably foreseeable by the Defendants;

- f. The Defendants knew or ought to have known that the Plaintiffs would rely on the representations; and
- g. As a result, the Plaintiffs have suffered damages for which the Defendants should be liable.

49. Butler understood from the Plaintiffs the necessity and urgency in having loan funds available immediately at their disposal in order to satisfy debts owed to Alectra, the hydro utility, and the Landlord. Butler advised and confirmed and falsely misrepresented on many occasions that the loan had been approved and that he would be funding immediately. Despite these false misrepresentations, Butler advised D'Angelo to cash in his RRSP and not to worry about the penalties as the loan would be forthcoming any day now.

50. On the advice of Butler, acting also as his financial advisor, D'Angelo cashed his RRSPs, and the family took high ratio mortgages on personal properties to service the company's debts, believing on the advice of Butler that the loan had been approved and that funds were to be delivered in a short time span and such loan would make the personal Plaintiffs whole again.

Breach of Fiduciary Duty

51. Butler misrepresented to the Plaintiffs that they would be fully financed by May 8, 2022.

52. The Defendants failed to follow through with the loan commitment.

53. The Plaintiffs further state that despite the wording in the Letters of Intent or other agreements signed by the Plaintiffs, through the representations and assurances made by Butler, the Defendants now had an obligation to advance funds despite other terms that the Defendants may now be alleging were not satisfied. The representations and assurances made by Butler to the Plaintiffs constitute a verbal and/or oral agreement by which the Defendants are now bound.

54. The Defendants owed a duty of care to D'Angelo and Runaghan to act with reasonable care and judgment. Such duty of care included to act for the Plaintiffs' sole benefit and best interests, and to place the Plaintiffs' interests ahead of their own interests or those of its employers. Butler failed to be diligent and independent and made erroneous recommendations and advice in pressing upon the Plaintiffs to cash out their family RRSP and take mortgages on their personal properties to keep the business running.

55. The Plaintiffs would have not committed to the loan presented by the Defendants had they been advised in a timely manner by them that the loan was not approved.

56. The Plaintiffs, as a direct result of having the hydro utility disconnected by the actions of the Defendants, they are unable to reengage the everyday operations of the company and are unable to fulfil any orders to its customers. The Plaintiffs relied on the Defendants misrepresentations and at each and every step of their promises to their detriment. The Defendants' representations were misleading, untrue, and/or inaccurate. The Defendant's misrepresentations to the Plaintiffs were negligent.

57. The Defendants were negligent in making representations that the loan would be advanced when promised, as Butler did not have the approval nor the authorization to advance the loan.

58. The Defendants knew or ought to have known that the Plaintiffs would rely on their representations, and it would be detrimental to the Plaintiffs should those representations be untrue. The Plaintiffs' reliance on those representations was reasonable in those circumstances. The Defendants owed the Plaintiffs a duty of care based on a special relationship. It was reasonably foreseeable, and/or the Defendants knew or ought to have known that the Plaintiffs would rely on representations made by senior banking officials for the Defendants in the course of the loan considerations. The Plaintiffs have also suffered prejudice to their reputation in the eyes of various suppliers and customers.

59. The detrimental reliance has caused damages to the Plaintiffs and the Defendants are liable to the Plaintiffs for negligent misrepresentation, breach of contract, breach of duty of care, breach of trust, breach of fiduciary duty.

60. At all times, the Defendants failed to realize the financial circumstances of the Plaintiffs. They failed to proceed diligently and expeditiously and lacked the consideration of the Plaintiffs' financial position. After the Plaintiffs' manufacturing facility was shut down of May 12, 2022, the Plaintiffs requested an updated accounts payable listing a week after the manufacturing facility was shut down. By this time, the Plaintiffs missed their payroll obligations to their employees. No one could enter the plant without electricity, and access to any information on their computers, without electricity, would be impossible.

Conflict of Interest, Bad Faith and Further Breaches of Fiduciary Duties

61. The plaintiffs further state that the Defendants acted dishonestly and in bad faith by hiring the Plaintiffs' advisor, consultant, and employee, Kekely. The Defendants hired Kekely as Assistant Vice President, Commercial Accounts for CWB. The Defendants did not advise the Plaintiffs that Kekely was interviewed or hired for the position of being an employee of CWB. The Plaintiffs plead that the Defendants have breached their duty of good faith owed to the Plaintiffs. The Defendants also acted in bad faith and placed themselves in a conflict-of-interest position when on or about late March early April 2022 they hired Kekely while she was an advisor, agent, and employee of the Plaintiffs. The Defendants' conduct caused damages to the Plaintiffs, and they suffered damages.

62. The Plaintiffs allege that the CWB misused confidential information when it hired Kekely while being an employee of the Plaintiffs. The Plaintiffs states that due to this egregious conduct by CWB, the court should make an adverse inference in favour of the Plaintiffs by finding that the Defendants conduct merits an award of punitive damages against them.

63. Also, the Plaintiffs state that the Defendants owed a fiduciary duty as well as a duty to act in good faith in dealing with the Plaintiffs.

64. The Plaintiffs state that the actions and conduct of the Defendants were malicious, harsh, misleading, and intentional. The Plaintiff states that punitive damages, aggravated damages, and exemplary damages will serve a rational purpose in this instance and that an award of \$20 million dollars should be made against the Defendants.

Irreparable Harm

65. By not advancing the loan funds as promised by Butler, and by the Defendants causing the hydro utility service to be disconnected, and by having the Plaintiffs RRSPs cashed and by taking mortgages on their personal properties as advised by Butler, the Plaintiffs continued to be unable to secure any other finances and as a result, these steps taken by the Plaintiffs on the advice of Butler stand to cost them millions of dollars.

66. The Plaintiffs, until May 12, 2022, had lucrative contracts with Arizona beverages and others ranging approximately \$150 million USD of sales per year for the next 5 years. Such contract has been terminated as the Plaintiffs' manufacturing plant has been shut down by the conduct of the Defendants. The Plaintiffs also claim for damages to their inventory and equipment which had a value as of May 12, 2020 of approximately \$11 millions dollars. The full particulars of the full damages suffered by the Plaintiffs will be made available prior to trial.

67. The Plaintiffs propose that this action be tried at the City of Newmarket.

Date: June 13, 2022

LO GRECO STILMAN LLP

Barristers and Solicitors
201-14845 Yonge Street
Aurora ON L4G 6H8

Joseph F. Lo Greco

LSO No.: 355570

Tel: (416) 488-4110

Fax: (416) 488-0216

Lawyers for the Plaintiffs

2722959 ONTARIO INC. et al.
Plaintiffs

-and-

Court File No.:
CANADIAN WESTERN BANK et al.
Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Newmarket

STATEMENT OF CLAIM

LO GRECO STILMAN LLP
Barristers and Solicitors
201-14845 Yonge Street
Aurora, ON L4G 6H8

Joseph F. Lo Greco
LSO No.: 355570

Tel: (416) 488 - 4110
Fax: (416) 488 - 0216
jlogreco@lslaw.ca

Lawyers for the Plaintiffs

This is Exhibit "L" referred to in the Affidavit of
ROD RANDALL
Sworn on July 14, 2022

A handwritten signature in blue ink that reads "K. Sunshine". The signature is written in a cursive style with a long horizontal flourish at the end.

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T



REGISTERED MAIL & REGULAR MAIL

June 22, 2022

Canadian Western Bank
Plaza 1, 2000 Argentia Road, Suite 101
Mississauga, ON L5N 1P7

Dear: John Butler

**Re: 2156775 Ontario Inc. o/a D'Angelo Brands and 2722959 Ontario Inc.
Policy # 01861678-14008, 501411549 & E81051135879**

The above captioned policies have been cancelled at the request of the insured effective June 20, 2022 at 12:01 a.m.

This is your formal notice; please mark your files accordingly.

Yours truly

A handwritten signature in black ink, appearing to read 'Jesse Henkenhaf', written over a horizontal line.

Jesse Henkenhaf, FCIP, CRM
Vice President
.jm
Encl.

This is Exhibit "M" referred to in the Affidavit of
ROD RANDALL
Sworn on July 14, 2022

A handwritten signature in blue ink that reads "K. Sunshine". The signature is written in a cursive style with a long horizontal flourish at the end.

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T



MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
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F 416.595.8695

MILLERTHOMSON.COM

June 24, 2022

Private and Confidential

Via Email: jlogreco@lslaw.ca

Lo Greco Stilman LLP
Barristers and Solicitors
14845 Yonge Street
Aurora, ON
L4G 6H8

Attention: Mr. Joseph F. Lo Greco

Dear Mr. Lo Greco:

**Re: Canadian Western Bank (“CWB”) and 2722959 Ontario Ltd. (“Company”),
Gemma Runaghan and Frank D’Angelo
Court File No.: CV-22-00001968-0000**

Kaleigh Sonshine

Direct Line: 416.595.8166

Direct Fax: 416.595.8695

ksonshine@millerthomson.com

File: 0270346.0001

Thank you for acknowledging receipt of our demand letter dated June 17, 2022, concerning existing indebtedness owing by the Company to CWB, as more particularly described in the aforesaid demand and CWB’s enforcement of its security (including against certain collateral located at 4544 East Gate Parkway, Mississauga, Ontario (“**Premises**”)).

As you know, CWB has valid and enforceable security including a General Security Agreement (“**GSA**”) granting CWB security in all personal and after-acquired personal property of the Company, and full liability guarantees from each of Gemma Runaghan and Frank D’Angelo for any amounts owing by the Company to CWB.

As set out on your Statement of Claim, the Company is insolvent and ceased active business operations as of May 12, 2022. We understand that the Premises may now be in control of the landlord. We further understand that the inventory of the Company may be fungible, and therefore may deteriorate in value over time, and that there may also be issues regarding the deterioration of the value of the licenced brand associated with the Company.

In the circumstances, we will immediately require information from you concerning what, if any, steps are being taken to protect and preserve the value of the Company’s assets over which CWB holds security.

In that respect, the information we require is as follows:

- a) Details of all tangible and intangible assets of the Company;
- b) The status of the payment of all priority payables, including taxes, HST, and payroll;
- c) The value of the Company’s equipment;

- d) Whether the landlord is making attempts to distrain on the assets of the Company;
and
- e) Whether any collateral has been removed from the Premises.

In the alternative, and in accordance with its rights under section 6(o) of the GSA, CWB would like to have its financial advisor attend at the Premises to inspect the value of its collateral, as well as review the Company's books and records (or attend at such other location as those books and records may be located) and appraise the Company's equipment.

If we do not receive the requested information immediately and, in any event, no later than the close of business on Monday June 27, 2022, we will have no option but to consider the assets of the Company in peril and we will be relying upon this correspondence should it become necessary to take immediate enforcement steps to protect the value of CWB's collateral.

Yours truly,

MILLER THOMSON LLP

Per:



Kaleigh Sonshine

KS/jx

- c. Gavin Finlayson, Miller Thomson LLP, via email
Jeffrey Carhart, Miller Thomson LLP, via email



This is Exhibit "N" referred to in the Affidavit of
ROD RANDALL
Sworn on July 14, 2022

A handwritten signature in blue ink that reads "K. Sunshine". The signature is written in a cursive style with a long horizontal flourish at the end.

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

From: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Sent: Monday, June 27, 2022 10:39 AM
To: Xu, Joan
Cc: Carhart, Jeffrey; Finlayson, Gavin; Sonshine, Kaleigh; Gemma Runaghan
Subject: [**EXT**] Re: Canadian Western Bank ("CWB") and 2722959 Ontario Ltd. ("Company"), Gemma Runaghan and Frank D'Angelo, Court File No.: CV-22-00001968-0000 [MTDMS-Legal.FID11454516]

As per our communication to you previously, if CWB, moves on their security, we will immediately bring an Application or Motion for an injunction. As you must appreciate our clients have filed a claim against CWB, as CWB and John Butler caused damaged while negotiating in bad faith. Our clients will be seeking their costs.

Joseph F. Lo Greco



14845 Yonge Street
Suite 201
Aurora, Ontario L4G 6H8

T. 416-488-4110
F. 416-488-0216
Mobile 416-545-9605

From: Xu, Joan <jxu@millერთhompson.com>
Date: Friday, June 24, 2022 at 5:20 PM
To: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Cc: Carhart, Jeffrey <jcarhart@millერთhompson.com>, Finlayson, Gavin <gfinlayson@millერთhompson.com>, Sonshine, Kaleigh <ksonshine@millერთhompson.com>
Subject: Canadian Western Bank ("CWB") and 2722959 Ontario Ltd. ("Company"), Gemma Runaghan and Frank D'Angelo, Court File No.: CV-22-00001968-0000 [MTDMS-Legal.FID11454516]

Dear Mr. Lo Greco,

Please see attached correspondence from Ms. Kaleigh Sonshine of today's date.

Thanks.

Joan

JOAN XU
Legal Assistant

Miller Thomson LLP
Services provided through Miltom Management LP

40 King Street West, Suite 5800
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This is Exhibit "O" referred to in the Affidavit of
ROD RANDALL
Sworn on July 14, 2022

A handwritten signature in blue ink that reads "K. Sunshine". The signature is written in a cursive style with a large initial "K" and a long horizontal flourish at the end.

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

From: Sonshine, Kaleigh <ksonshine@millerthomson.com>
Sent: Monday, June 27, 2022 1:51 PM
To: Joseph F. Lo Greco
Cc: Carhart, Jeffrey; Finlayson, Gavin; Xu, Joan
Subject: RE: Canadian Western Bank ("CWB") and 2722959 Ontario Ltd. ("Company"), Gemma Runaghan and Frank D'Angelo, Court File No.: CV-22-00001968-0000 [MTDMS-Legal.FID11454516]

Mr. Lo Greco,

I am taking your client off of this lawyer to lawyer communication.

We note that you have refused to provide any of the basic factual information requested in our letter of last Friday, June 24, 2022. CWB is contractually entitled to this information under the General Security Agreement.

We also note that on June 22, 2022, CWB received a notice letter from Baird MacGregor Insurance Brokers LP advising that your clients unilaterally cancelled their insurance policies, without prior notice to CWB.

CWB is entitled to satisfy itself that its collateral is not in peril, which appears to be the case based upon your response and the notice letter from Bair MacGregor.

Do your clients intend to provide the requested information before end of day today or not? Please advise.

KALEIGH SONSHINE

Associate

Miller Thomson LLP

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Fax: +1 416.595.8695

Email: ksonshine@millerthomson.com

millerthomson.com



Please consider the environment before printing this email.

From: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Sent: Monday, June 27, 2022 10:39 AM
To: Xu, Joan <jxu@millerthomson.com>
Cc: Carhart, Jeffrey <jcarhart@millerthomson.com>; Finlayson, Gavin <gfinlayson@millerthomson.com>; Sonshine, Kaleigh <ksonshine@millerthomson.com>; Gemma Runaghan <Gemma.Runaghan@DangeloBrands.ca>
Subject: [**EXT**] Re: Canadian Western Bank ("CWB") and 2722959 Ontario Ltd. ("Company"), Gemma Runaghan and Frank D'Angelo, Court File No.: CV-22-00001968-0000 [MTDMS-Legal.FID11454516]

As per our communication to you previously, if CWB, moves on their security, we will immediately bring an Application or Motion for an injunction. As you must appreciate our clients have filed a claim against CWB, as CWB and John Butler caused damaged while negotiating in bad faith. Our clients will be seeking their costs.

Joseph F. Lo Greco



14845 Yonge Street
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Aurora, Ontario L4G 6H8

T. 416-488-4110
F. 416-488-0216
Mobile 416-545-9605

From: Xu, Joan <jxu@millerthomson.com>

Date: Friday, June 24, 2022 at 5:20 PM

To: Joseph F. Lo Greco <jlogreco@lslaw.ca>

Cc: Carhart, Jeffrey <jcarhart@millerthomson.com>, Finlayson, Gavin <gfinlayson@millerthomson.com>, Sonshine, Kaleigh <ksonshine@millerthomson.com>

Subject: Canadian Western Bank ("CWB") and 2722959 Ontario Ltd. ("Company"), Gemma Runaghan and Frank D'Angelo, Court File No.: CV-22-00001968-0000 [MTDMS-Legal.FID11454516]

Dear Mr. Lo Greco,

Please see attached correspondence from Ms. Kaleigh Sonshine of today's date.

Thanks.

Joan

JOAN XU
Legal Assistant

Miller Thomson LLP
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This is Exhibit "P" referred to in the Affidavit of
ROD RANDALL
Sworn on July 14, 2022

A handwritten signature in blue ink that reads "K. Sunshine". The signature is written in a cursive style with a long horizontal flourish at the end.

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

From: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Sent: Monday, June 27, 2022 2:43 PM
To: Sonshine, Kaleigh
Cc: Carhart, Jeffrey; Finlayson, Gavin; Xu, Joan
Subject: Re: Canadian Western Bank ("CWB") and 2722959 Ontario Ltd. ("Company"), Gemma Runaghan and Frank D'Angelo, Court File No.: CV-22-00001968-0000 [MTDMS-Legal.FID11454516]

Hello Ms. Kaleigh,

I thought we were clear during our telephone call that all assets are at their current locations since the power shut down on May 12, 2022 resulting from your client's representations. Your client had promised to Electra payment by May 8th and subsequently on the 12th of May the power was shut off.

Our client do not have funds to pay for insurance since seizing to operate on the 12th of May. You and your client are fully aware that the landlords have locked out our clients from their premises.

I trust this is to your satisfaction.

Regards,

Joseph F. Lo Greco



14845 Yonge Street
Aurora, Ontario L4G 6H8

T. 416-488-4110
F. 416-488-0216
Mobile 416-545-9605

From: Sonshine, Kaleigh <ksonshine@millerthomson.com>
Date: Monday, June 27, 2022 at 1:51 PM
To: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Cc: Carhart, Jeffrey <jcarhart@millerthomson.com>, Finlayson, Gavin <gfinlayson@millerthomson.com>, Xu, Joan <jxu@millerthomson.com>
Subject: RE: Canadian Western Bank ("CWB") and 2722959 Ontario Ltd. ("Company"), Gemma Runaghan and Frank D'Angelo, Court File No.: CV-22-00001968-0000 [MTDMS-Legal.FID11454516]

Mr. Lo Greco,

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Do your clients intend to provide the requested information before end of day today or not? Please advise.

KALEIGH SONSHINE

Associate

Miller Thomson LLP

Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, Ontario M5H 3S1
Direct Line: +1 416.595.8166
Fax: +1 416.595.8695
Email: ksonshine@millerthomson.com
millerthomson.com



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From: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Sent: Monday, June 27, 2022 10:39 AM
To: Xu, Joan <jxu@millerthomson.com>
Cc: Carhart, Jeffrey <jcarhart@millerthomson.com>; Finlayson, Gavin <gfinlayson@millerthomson.com>; Sonshine, Kaleigh <ksonshine@millerthomson.com>; Gemma Runaghan <Gemma.Runaghan@DangeloBrands.ca>
Subject: [**EXT**] Re: Canadian Western Bank ("CWB") and 2722959 Ontario Ltd. ("Company"), Gemma Runaghan and Frank D'Angelo, Court File No.: CV-22-00001968-0000 [MTDMS-Legal.FID11454516]

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Joseph F. Lo Greco



14845 Yonge Street
Suite 201
Aurora, Ontario L4G 6H8

T. 416-488-4110

From: Xu, Joan <jxu@millerthomson.com>
Date: Friday, June 24, 2022 at 5:20 PM
To: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Cc: Carhart, Jeffrey <jcarhart@millerthomson.com>, Finlayson, Gavin <gfinlayson@millerthomson.com>, Sonshine, Kaleigh <ksonshine@millerthomson.com>
Subject: Canadian Western Bank ("CWB") and 2722959 Ontario Ltd. ("Company"), Gemma Runaghan and Frank D'Angelo, Court File No.: CV-22-00001968-0000 [MTDMS-Legal.FID11454516]

Dear Mr. Lo Greco,

Please see attached correspondence from Ms. Kaleigh Sonshine of today's date.

Thanks.

Joan

JOAN XU
Legal Assistant

Miller Thomson LLP
Services provided through Miltom Management LP
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40 King Street West, Suite 5800
P.O. Box 1011
Toronto, Ontario M5H 3S1
Direct Line: +1 416.595.8579
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ROD RANDALL
Sworn on July 14, 2022

A handwritten signature in blue ink that reads "K Sunshine". The signature is written in a cursive style with a long horizontal stroke at the end.

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

From: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Sent: Wednesday, July 13, 2022 1:04 PM
To: Finlayson, Gavin; Sonshine, Kaleigh
Cc: Carhart, Jeffrey; Xu, Joan; Montinola, Krystal
Subject: [**EXT**] Re: Canadian Western Bank ("CWB") and 2722959 Ontario Ltd. ("Company"), Gemma Runaghan and Frank D'Angelo, Court File No.: CV-22-00001968-0000 [MTDMS-Legal.FID11454516]

Good afternoon,

We are in receipt of your clients' Notice of Intent to Defend.

Please be advised that our client will not be granting any extensions in filing your Statement of Defence and will note your client in default if you do not have your defence delivered within the time frame permitted under the *Rules*.

Also, I have been advised that various registered letters have been sent via Canada Post. These have not yet been picked up at the post office. Please provide copies of those letters to me directly and I will forward same to our clients. I suspect that these letters have to do with the loan and other individuals in your firm may be dealing with this.

Regards,

Joseph F. Lo Greco



14845 Yonge Street
Suite 201
Aurora, Ontario L4G 6H8

T. 416-488-4110
F. 416-488-0216
Mobile 416-545-9605

From: Xu, Joan <jxu@millertthomson.com>
Date: Monday, July 11, 2022 at 2:45 PM
To: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Cc: Carhart, Jeffrey <jcarhart@millertthomson.com>, Finlayson, Gavin <gfinlayson@millertthomson.com>, Sonshine, Kaleigh <ksonshine@millertthomson.com>, Montinola, Krystal <kmontinola@millertthomson.com>
Subject: Canadian Western Bank ("CWB") and 2722959 Ontario Ltd. ("Company"), Gemma Runaghan and Frank D'Angelo, Court File No.: CV-22-00001968-0000 [MTDMS-Legal.FID11454516]

Dear Mr. Lo Greco,

Please see attached correspondence from Ms. Kaleigh Sonshine of today's date, serving our clients' Notice of Intent to Defend.

Thanks.

Joan

JOAN XU
Legal Assistant

Miller Thomson LLP
Services provided through Miltom Management LP
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, Ontario M5H 3S1
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Fax: +1 416.595.8695
Email: jxu@millerthomson.com
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This is Exhibit "R" referred to in the Affidavit of
ROD RANDALL
Sworn on July 14, 2022

A handwritten signature in blue ink that reads "K. Sunshine". The signature is written in a cursive style with a long horizontal flourish at the end.

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CANADIAN WESTERN BANK

Applicant

and

2722959 ONTARIO LTD.

Respondent

CONSENT

MNP LTD hereby consents to act as Trustee of 2722959 ONTARIO LTD. pursuant to the Application of Canadian Western Bank.

DATED AT Richmond Hill, Ontario this 15th day of July, 2022.

MNP LTD

Per: 

Name: Sheldon Title

Title: Senior Vice-President

CANADIAN WESTERN BANK

and

2722959 ONTARIO LTD.

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

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at
TORONTO

**CONSENT TO ACT
AS LICENSED INSOLVENCY TRUSTEE**

MILLER THOMSON LLP

Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, ON M5H 3S1

Gavin H. Finlayson LSO#: 44126D

gfinlayson@millerthomson.com
Tel: 416.595.8619

Kaleigh Sonshine LSO#: 70105T

ksonshine@millerthomson.com
Tel: 416.595.8166

Lawyers for the Applicant,
Canadian Western Bank

This is Exhibit "S" referred to in the Affidavit of
ROD RANDALL
Sworn on July 14, 2022

A handwritten signature in blue ink that reads "K. Sunshine". The signature is written in a cursive style with a long horizontal flourish at the end.

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T



Partner
T: +1.416.613.8282
F: +1.416.613.8290
E: cfell@reconllp.com
W: reconllp.com

July 13, 2022

SENT BY E-MAIL

MNP Ltd.
111 Richmond Street West, Suite 300
Toronto, ON M5H 2G4

Attention: Sheldon Title

Dear Mr. Title,

RE: Opinion to MNP Ltd. in its capacity as proposed receiver and receiver and manager of 2722959 Ontario Ltd (“959”) regarding the validity and enforceability of the security of Canadian Western Bank (“CWB”) over the property, assets and undertakings of 959

1. INTRODUCTION

You have asked that we review and comment upon certain security granted in connection with certain credit facilities extended by CWB to 959.

This report is provided solely for the benefit of MNP Ltd. in its capacity as proposed receiver and receiver and manager (in such capacities, the “**Receiver**”) of 959 in connection with the review of security granted in favour of CWB over the property, assets and undertakings of 959 and may not be used or relied upon by any other person or for any other purpose without our express prior written consent.

2. SCOPE OF REVIEW

It is our understanding that 959 only has assets in the Province of Ontario and have accordingly limited our review to the laws of Ontario and the laws of Canada applicable therein. The matters opined upon in this letter relate only to the personal property and assets of 959 situated in Ontario (the “**Property**”). Save as expressly stated in this report, we offer no views on priority of security and this report is subject to the assumptions and qualifications expressed herein and in **Schedule “A”** attached hereto.

3. SUMMARY

Subject to the assumptions and qualifications referred to herein and the discussion set out below, we are of the opinion that the security interest of CWB granted in the Property is valid and enforceable as against a trustee in bankruptcy of 959.



4. EXAMINATION OF DOCUMENTS

For the purposes of the opinions set out herein, we have been provided with copies of the following loan and security documents:

- (a) Demand Note between 959 and CWB dated April 5, 2022;
- (b) General Security Agreement between 959 and CWB dated April 5, 2022;
- (c) Commitment Letter between 959 and CWB dated April 4, 2022;
- (d) Revolving Credit Agreement between 959 and CWB dated April 5, 2022;
- (e) Visa Application of 959;
- (f) Assignment and Postponement of Creditor's Claims between 2156775 Ontario Inc., 959 and CWB dated April 5, 2022;
- (g) Full Liability Guarantee between 959 and CWB dated April 5, 2022;
- (h) Full Liability Guarantee between Gemma Runaghan and CWB dated April 5, 2022;
- (i) Full Liability Guarantee between Frank D'Angelo and CWB dated April 5, 2022;

(collectively, the "**Loan and Security Documents**").

- (j) copies of search results conducted in the Province of Ontario against 959 in the Ontario Personal Property Security Registration System in respect to the Personal Property Security Act ("**PPSA**"); and
- (k) copies of a Certificate of Status of 959.

Capitalized terms not otherwise defined herein have the meaning ascribed thereto in the Loan and Security Documents.

For the purposes of the opinion expressed below we have considered the questions of law, made the searches and investigations, and examined originals or copies, certified or otherwise identified to our satisfaction, of the certificates of public officials and other certificates, documents and records, that we considered necessary or relevant, and we have relied without independent verification or investigation on all statements as to matters of fact contained in the certificates, documents and records we examined.



The Loan and Security Documents that we have received appear to us to be regular on their face. We assume that the Loan and Security Documents have been signed by the appropriate person(s) and within the scope of the authority of that person(s). We have not been provided with copies of the directors' resolutions authorizing any of the borrowers or guarantors to execute the Security Documents. We note that section 19(e) of the *Business Corporations Act* (Ontario) (the "OBCA") provides that no corporation and no guarantor of an obligation of a corporation may assert, against a person dealing with the corporation or against a person who acquired rights from the corporation, that a person held out by a corporation as a director, an officer or an agent of the corporation has not been duly appointed or has no authority to exercise the powers and perform the duties that are reasonably expected to be performed in the business of the corporation. This general rule will apply except where the person has or ought to have, by virtue of the person's position with or relationship to the corporation, knowledge to that effect.

5. SEARCHES

(a) 959

A search of the Ministry of Government and Consumer Services (Ontario) (the "Ontario Registry") conducted on July 11, 2022 notes that 959 was incorporated on October 23, 2019 and has not been dissolved.

A search of the PPSA registration System in Ontario against 959 was conducted and returned with a currency date of July 10, 2022. There is a registration in favour of CWB (File No. 781801722; Registration No. 20220406 1139 1793 5365) against 959 dated April 6, 2022, identifying the collateral classifications "Consumer Goods", "Inventory", "Equipment", "Accounts", "Other" and "Motor Vehicle". No vehicle identification number or vehicle description appears. This registration is for a period of 5 years, expiring April 6, 2027.

6. OPINION

Based upon the assumptions and reliances stated above, and subject to the qualifications and limitations stated below, we are of the opinion that there were no apparent defects in the manner of completion or execution of the Loan and Security Documents. The financing statements and the financing change statements registered in respect of the security interests on the Property, granted pursuant to the Loan and Security Documents were properly completed and registered.

Based on the foregoing, and subject to the assumptions and qualifications referred to herein, we are of the opinion that the security interest granted in the Property pursuant to the Loan and Security Documents, securing the obligations of 959 in favour of CWB are valid and enforceable as against 959 and would be effective as against a trustee in bankruptcy of 959.

This opinion is solely for the benefit of its addressees in connection with the security interests



arising from the Loan and Security Documents. This opinion may not be relied upon in any manner by any other person and may not be disclosed, quoted, filed with a governmental agency or otherwise referred to without our prior written consent.

Yours truly,

WEISZ FELL KOUR LLP

A handwritten signature in blue ink that reads "C. Fell".

Caitlin Fell
CF/sfp



Schedule "A"

Assumptions and Qualifications

In preparing this report, we have made the following standard assumptions:

- 1) the Loan and Security Documents been provided in electronic portable document format (PDF) only and we assume that the copies provided to us conform to the original;
- 2) the Loan and Security Documents were in fact signed by the relevant parties with authority to execute such documents;
- 3) the Loan and Security Documents have not been further amended, restated or supplemented other than as set out herein;
- 4) value was given by 959 and payment obligations remain outstanding;
- 5) 959 was not insolvent, unable to pay its debts in full, or on the eve of insolvency, at the time the security was granted in the Property pursuant to the Loan and Security Documents and 959 was not rendered insolvent by the grant of such security;
- 6) 959 has title to or rights in the Property or the proceeds thereto;
- 7) the parties did not and have not agreed to postpone the time of attachment of the security interest to the Property;
- 8) the conditions precedent to the effectiveness of the Loan and Security Documents were either satisfied or waived;
- 9) 959 had all necessary corporate power and capacity to lease property and assets and carry on business, and to enter into and perform its obligations under the Loan and Security Documents;
- 10) the Loan and Security Documents were duly authorized, executed, and delivered by 959 on the date set out therein;
- 11) 959 and its business and assets were located in the Province of Ontario at the time the security interests created by the Loan and Security Documents attached to the Property;
- 12) since the currency date of the searches referred to herein, no event or circumstance has occurred which would require action to be taken in order to maintain the security granted by 959; and,



13) we have assumed the accuracy, currency, and completeness of the indices and filing systems and other public records maintained by public offices where we searched or enquired, or have caused searches or enquiries to be made upon such information, as provided to us by the appropriate governmental, regulatory, or other like authorities.

The opinions expressed in this report are subject to the following qualifications:

- 1) other than the law in the Province of Ontario, we express no opinion as to any other laws;
- 2) the postponement by Gemma Runaghan in favour of CWB was validly entered into and registered;
- 3) the enforceability of the Loan and Security Documents is subject to laws relating to bankruptcy, insolvency, reorganization, arrangement, moratorium, winding-up, liquidation or other similar laws affecting creditors' rights generally;
- 4) we express no opinion on any security interests registered relating to the property of 959 aside from those registered by CWB; and
- 5) the enforceability of the Loan and Security Documents are subject to general principles of equity, including the doctrine that equitable remedies such as specific performance and injunctions may be awarded only in the discretion of the court.

CANADIAN WESTERN BANK

and

2722959 ONTARIO LTD.

Court File No.

CV-22-00684100-00CL

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at TORONTO

**AFFIDAVIT OF ROD S. RANDALL
(SWORN JULY 14, 2022)**

MILLER THOMSON LLP

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, ON Canada, M5H 3S1

Gavin H. Finlayson LSO#: 44126D

gfinlayson@millerthomson.com

Tel: 416.595.8619

Kaleigh Sonshine LSO#: 70105T

ksonshine@millerthomson.com

Tel: 416.595.8166

Lawyers for the Applicant,
Canadian Western Bank

RCP-F 4C (September 1, 2020)

TAB 4

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.

Respondent

**SUPPLEMENTARY AFFIDAVIT OF ROD RANDALL
(SWORN SEPTEMBER 2, 2022)**

I, Rod Randall, of the City of Edmonton, in the Province of Alberta, MAKE OATH
AND SAY:

1. I am the AVP Special Asset Management Unit for the Applicant, Canada Western Bank (“**CWB**” or “**Bank**”), and as such have personal knowledge of the matters hereinafter deposed. Where the source of my knowledge is based on the information or belief of others, I state the source of that information and belief and I believe it to be true.
2. I make this affidavit further to my affidavit sworn on July 14, 2022 (“**July Affidavit**”). All defined terms herein have the same meaning as in my July Affidavit.
3. Where I do not have direct personal knowledge of matters deposed herein, my knowledge is derived from my review of the business records of CWB, relevant copies of which are attached to this my Affidavit.

-2-

4. Since I swore my July Affidavit, the Demand Period pursuant to which CWB demanded on the Credit Facilities with 272 has expired. At this time, CWB has converted its application for a non-possessory, interim receiver to an application for a non-possessory investigatory receiver over 272 and a related corporate entity, 2156775 Ontario Inc., pursuant to section 101 of the *CJA* (the “**Application**”). The proposed investigatory receiver will be empowered to, among other things, obtain and take possession of the books, records and information on the assets and liabilities of 272 and 215, and their relationship to each other and related entities.

5. The following are additional facts and documents that have come to the Bank’s attention since it filed its Application Record on July 14, 2022.

Undertakings to Maintain Status Quo

6. On July 26, 2022, counsel to the Bank and counsel for 272 attended an appointment before Justice McEwen at which His Honour released an endorsement, attached hereto as **Exhibit “A”**, and set the hearing date for the Bank’s Application for September 12, 2022. At that appointment, counsel to the Bank advised that they would be converting the application for an interim receiver to an application for a receiver.

7. On August 2, 2022, further to the direction of the Court at the July 26th hearing, 272’s counsel confirmed that 272 would undertake not to dissipate or move assets pending the return of the Application. A true copy of this correspondence is attached hereto and marked as **Exhibit “B”**.

-3-

8. On August 16, 2022, counsel to Rovinelli Holdings Ltd., the landlord of the Premises (defined below) ("**Landlord**") confirmed that the Landlord was in the process of distraining on the assets at the Premises, and while it would continue with its distraint, it would pay the proceeds of any distraint into trust. I understand that the Landlord is doing so pending a determination by the Court on priority. A true copy of this correspondence, with attachments, is attached hereto and marked as **Exhibit "C"**.

2156775 Ontario Limited

9. In the course of the Bank's investigations, it has become apparent that 2156775 Ontario Inc. ("**215**") is a related or associated company to 272, which was funded by Barry Sherman for many years. Mr. Sherman may have held an ownership interest in 215 although the facts and circumstances of the funding and the ownership are not clear.

10. 215 appears to own the trade name D'Angelo Brands under which 272 operated. 215 is also the company that appears to have leased the premises out of which 272 operated, 4544 East Gate Parkway in Mississauga, Ontario (as previously defined, the "**Premises**").

11. As a condition precedent to the extension of the Credit Facilities, 272 was required to confirm that all of the equipment-based assets of 215 had been legally transferred to 272. The Commitment Letter states,

The following conditions precedent must be fulfilled prior to the Bank having any obligation to advance:

...

-4-

3. Confirmation from counsel that legal title to the equipment is held by the Borrower.

12. There was also a requirement in the Commitment Letter for an assignment and postponement of creditors' claims executed by Runaghan and 215, as well as a requirement for an updated PPSA search prior to funding, to confirm there were no additional registrations from creditors. The Commitment Letter is attached at Exhibit "B" to my July Affidavit.

13. It was represented to the Bank on April 6, 2022, by 272's current litigation counsel that 272 possessed "legal entitlement" to the production equipment. A true copy of this correspondence is attached hereto and marked as **Exhibit "D"**. Although it is presently not clear, it appears that this representation on behalf of 272 may not have been correct and that the transfer of assets from 215 to 272 never took place.

14. Further, although the Bank understood that there would be a transfer of the lease to the Premises from 215 to 272, I am advised by the Bank's counsel (without waiving privilege) that they received verbal confirmation from counsel to the Landlord that this never took place. Attached hereto and marked as **Exhibit "E"** is a true copy of correspondence between the Bank's corporate counsel, Matthew Himmel, and counsel to the Landlord, David Di Gregorio, dated May 16, 2022, in which Mr. Gregorio confirms that the Landlord had not yet been approached by 272 (or by 215) about a lease assignment. Attached hereto and marked as **Exhibit "F"** is a true copy of a photograph of the Distraint Notice posted by the Landlord at the Premises showing that it is 215 against whom the Landlord is exercising its distraint.

Records at the Premises and CRA Assessment

15. On August 15, 2022, counsel for the Landlord advised the Bank that in the course of the Landlord's distraint it had come across a large quantity of paper files left behind by 272 and/or and their principal, D'Angelo. This correspondence is referred to at paragraph 8 herein and is attached at Exhibit "C".

16. In this same correspondence, counsel for the Landlord also advised that 215 had received a CRA Notice of Assessment relating to unpaid GST/HST and that it appears CRA may have a statutory priority over the assets of 215 by way of a deemed trust for a significant tax liability.

17. Counsel for the Landlord confirmed on August 22, 2022, that it would store the paper files at the Premises pending the return of the Application. A true copy of this correspondence is attached hereto and marked as **Exhibit "G"**.

18. By email dated September 1, 2022, counsel to the Landlord provided three photographs of the paper files left behind at the Premises by 272 and/or 215. The photographs show that the files are in a state of disarray. In the same email, counsel provided scanned copies of the Notices of Assessment concerning 215's HST/GST arrears for the months January-March 2022, showing that no payments were made during this time and that the arrears continued to mount. A true copy of this correspondence, the photographs and the NOAs are attached hereto and marked as **Exhibit "H"**.

19. The paper files that the landlord is storing at the Premises may clarify important questions such as a) whether the equipment of 215, or any of 215's assets, were ever

-6-

transferred to 272, b) whether and why the leases to the Premises continue to be in 215's name, c) what assets and obligations 272 currently has, if any, d) what assets and obligations 215 actually has, and e) whether 272 is responsible for any of 215's liabilities.

20. I am advised by the Bank's counsel, Kaleigh Sonshine, that she had a phone call with counsel for the Landlord on August 29, 2022, during which counsel confirmed the Landlord would support the relief sought by the Bank on this application.

Possible Loan by Counsel to Debtor

21. On August 23, 2022, counsel for the Bank wrote to 272's current litigation counsel with respect to accounts payable listings for 272 that the Bank discovered during the course of its investigations ("**AP Listings**"). The AP Listings indicates that 272's counsel may have provided a loan to 272 in the amount of \$353,100 in December 2021 and that counsel for 272 is a current and direct creditor of 272 for amounts other than legal fees.

22. Counsel for the Bank made inquiries with respect to the circumstances of this possible loan and whether there is a loan agreement between 272 and its counsel, whether it purports to be secured or unsecured, and any other details of this loan. A true copy of this correspondence and true copies of the AP Listings are attached hereto and marked as **Exhibit "I"**.

23. By email dated August 30, 2022, counsel for 272 wrote:

...I do not have any loan arrangements with 272.

Frank D'Angelo and Gemma Runaghan, took out a mortgage against Gemma's personal property on the advise [sic] of Mr. Butler and loaned it to 272. According to Mr. Butler this loan would be paid off from the advance received from CWB in

-7-

January. I acted as the real estate lawyer for the loan when funds were advanced...

A true copy of this correspondence is attached hereto and marked as **Exhibit “J”**.

24. By email dated August 30, 2022, 272’s current litigation counsel requested a 7 week adjournment of this Application. A true copy of this correspondence is attached hereto and marked as **Exhibit “K”**.

25. By email dated September 1, 2022, in response to correspondence from counsel for the Bank indicating that the Bank was not prepared to wait 7 weeks until the hearing of this Application, 272’s counsel wrote as follows:

Our client does not have access to the work place and has been locked out since May due to your clients conduct. More importantly at this time you are seeking information in a time sensitive manner when you have all the information at hand when dealing with the company’s assets.

For your information Suzanne Kekely was hired as a consultant by our client in November 2021 and introduced them to CWB. She had full access to all company’s records, corporation and the accountants. She was provided and obtained all and any documents and information for the purposes of the loan. She later accepted employment at CWB in March, 2022 and only disclosed it to our client sometimes in May 2022.

Yesterday while making inquiries with the corporate accountants, keeping in mind the challenges as the business is inaccessible, I was advised that Suzanne Kekely (CWB employee) has all the pertinent records and information you are seeking. We intend to obtain the records and information from Ms. Kekely.

A true copy of this correspondence is attached hereto and marked as **Exhibit “L”**.

26. I note that neither Ms. Kekely nor the Bank have the requested information regarding 272 and 215. There continues to be no meaningful response from 272 with respect to the questions set out in the Bank’s counsel’s letter of June 24, 2022 (at Exhibit “M” to my July Affidavit) which requested information on the assets and liabilities of 272.

Claims Against Guarantors

27. The Bank has initiated actions (CV-22-00685418-00CL and CV-22-00685420-00CL) against D’Angelo and Runaghan who gave personal guarantees with respect to the Credit Facilities (“**Guarantee Actions**”). Attached hereto and marked as **Exhibit “M”** are true copies of the guarantees. Attached hereto and marked as **Exhibit “N”** are true copies of the Statements of Claim for the Guarantee Actions.

28. Counsel for 272 suggested in an email dated August 16, 2022, that the Guarantee Claims were redundant given the Bank has initiated the herein Application for receivership over 272. A true copy of this correspondence is attached hereto and marked as **Exhibit “O”**. I do not understand what counsel for 272 means when he says the Guarantee Claims are redundant.

29. On August 18, 2022, counsel for 272 accepted service of the Guarantee Claims.

30. I make this Affidavit in support of the application for the appointment of a non-possessory receiver in respect of the Debtor and for no other or improper purpose.

SWORN BEFORE ME: in person by video conference

with the deponent in the City of Edmonton in the Province of Alberta, and the Commissioner in the City of Toronto this the 2nd day of September, 2022, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Kaleigh Sonshine
9BE33B9F9A78469...

A Commissioner for taking Affidavits (or as may be)

KALEIGH SONSHINE, LSUC #70105T

DocuSigned by:
Rod Randall
8F07C967EBF6486...

ROD RANDALL

RCP-E 14E (September 1, 2020)

This is Exhibit “A” referred to in the Supplementary Affidavit of
ROD RANDALL
Sworn on September 2, 2022

DocuSigned by:
Kaleigh Sonshine
9BE33B9F9A78469...

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

COURT FILE

NO.: CV-22-00684100-00CL

DATE: July 26, 2022

NO. ON LIST 7

TITLE OF
PROCEEDING

CANADIAN WESTERN BANK -v- 2722959 ONTARIO LTD.

COUNSEL FOR:

- PLAINTIFF(S)
- APPLICANT(S) Kaleigh Sonshine and Gavin Finlayson
- PETITIONER(S)

PHONE _____
 FAX _____
 EMAIL ksonshine@millerthomson.com/gfinlayson@millerthomson.com

COUNSEL FOR:

- DEFENDANT(S)
- RESPONDENT(S) Joseph F. Lo Greco
Caitlin Fell for the Proposed Interim Receiver, MNP Ltd.
cfell@reconilp.com

PHONE _____
 FAX _____
 EMAIL jlogreco@slaw.ca

JUDICIAL NOTES:

Application will be heard on Sept 12/22 @ 10:30 am for 90 minutes.

I have urged the parties to work out an interim agreement - including the land/land, if necessary.

If problems arise before the hearing the matter can return for a further c.c.

McE...

This is Exhibit “B” referred to in the Supplementary Affidavit of
ROD RANDALL
Sworn on September 2, 2022

DocuSigned by:
Kaleigh Sonshine
9BE33B9F9A78469...

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

From: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Sent: Tuesday, August 2, 2022 11:57 AM
To: Finlayson, Gavin
Cc: Sonshine, Kaleigh; Carhart, Jeffrey
Subject: Re: D'Angelo Brands

Further to our earlier email,
You have our client's undertaking that our client will not dissipate or move assets pending the return of the application.
Regards,

Joseph F. Lo Greco



14845 Yonge Street
Suite 201
Aurora, Ontario L4G 6H8

T. 416-488-4110
F. 416-488-0216
Mobile 416-545-9605

From: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Date: Tuesday, August 2, 2022 at 11:31 AM
To: Finlayson, Gavin <gfinlayson@millerthomson.com>
Cc: Sonshine, Kaleigh <ksonshine@millerthomson.com>, Carhart, Jeffrey <jcarhart@millerthomson.com>
Subject: RE: D'Angelo Brands

Gavin,
I am seeking instructions. As advised our client has not moved assets or and did not dissipate them. The status quo remains.
Regards,
Joseph

Sent from [Mail](#) for Windows

From: [Finlayson, Gavin](#)
Sent: July 28, 2022 2:03 PM
To: [Joseph F. Lo Greco](#)
Cc: [Sonshine, Kaleigh](#); [Carhart, Jeffrey](#)
Subject: RE: D'Angelo Brands

Joseph,

Respectfully, notwithstanding your vacation Justice McKewan was very clear that he expects your client to agree to a reasonable undertaking to preserve the status quo.

In essence that undertaking simply states that your client will not dissipate or move assets pending the return of the application. That should not be controversial.

Obtaining instructions on that undertaking is the matter of an email. Please ask your client to provide that undertaking - at least between now until you are back in the office next week.

If we do not receive the undertaking we will be returning before his Honour as soon as possible and asking that this matter be expedited.

Thank you,

Gavin

GAVIN FINLAYSON
Partner

Miller Thomson LLP
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, Ontario M5H 3S1
Direct Line: +1 416.595.8619
Fax: +1 416.595.8695
Email: gfinlayson@millerthomson.com
millerthomson.com



Please consider the environment before printing this email.

From: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Sent: Wednesday, July 27, 2022 4:03 PM
To: Finlayson, Gavin <gfinlayson@millerthomson.com>
Subject: [**EXT**] Re: D'Angelo Brands

GAVIN,
AS YOU KNOW I'M ON VACATION. I WILL REACH OUT TO YOU EARLY NEXT WEEK.

Joseph F. Lo Greco



14845 Yonge Street
Suite 201
Aurora, Ontario L4G 6H8

T. 416-488-4110
F. 416-488-0216
Mobile 416-545-9605

From: Finlayson, Gavin <gfinlayson@millerthomson.com>
Date: Wednesday, July 27, 2022 at 2:16 PM
To: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Cc: Carhart, Jeffrey <jcarhart@millerthomson.com>, Sonshine, Kaleigh <ksonshine@millerthomson.com>
Subject: RE: D'Angelo Brands

Joseph,

I am following up on the below. Please advise once you have instructions.

As his Honour directed we will also be reaching out to the landlord today to see if we can obtain the agreement of the landlord to preserve the status quo pending the return of our application. Please let us know if you would like to participate in any resulting discussions.

Thank you,

Gavin

GAVIN FINLAYSON

Partner

Miller Thomson LLP

Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011

Toronto, Ontario M5H 3S1

Direct Line: +1 416.595.8619

Fax: +1 416.595.8695

Email: gfinlayson@millerthomson.com

millerthomson.com



Please consider the environment before printing this email.

From: Finlayson, Gavin
Sent: Tuesday, July 26, 2022 6:11 PM
To: 'Joseph F. Lo Greco' <jlogreco@lslaw.ca>
Cc: Carhart, Jeffrey <jcarhart@millerthomson.com>; Sonshine, Kaleigh <ksonshine@millerthomson.com>
Subject: D'Angelo Brands

Joseph,

Further to this morning's chambers appointment with Justice McEwen, and further to His Honour's endorsement, we intend to reach out to the landlord to obtain more information about the status of the debtor's assets and whether they have begun to distrain. We now understand that the landlord may have begun that process some time ago.

You mentioned this morning that the landlord may have appointed an "agent". Would you please expand and let us know what, if anything, you or your clients know about any steps by the landlord to sell or realize on any

property or assets of the business and/or provide us with contact details for the individuals you are dealing with at the landlord and the identity and contact details for their agent.

In the interim, and further to his Honour's directions, would you please confirm that your clients will undertake:

- (i) that your clients will not consent to, acquiesce to, or directly or indirectly facilitate the transfer, movement or dissipation of any property or funds pending the hearing of the receivership application on September 12th;
- (ii) subject to a further order of the court and/or the right of your clients to seek a variance, on reasonable notice to the bank.

We look forward to hearing from you.

Gavin

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Veuillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspects.

This is Exhibit “C” referred to in the Supplementary Affidavit of
ROD RANDALL
Sworn on September 2, 2022

DocuSigned by:
Kaleigh Sonshine
9BE33B9F9A78469...

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

From: Jennifer Brinks <jbrinks@kmblaw.com>
Sent: Tuesday, August 16, 2022 2:01 PM
To: Finlayson, Gavin
Cc: Ted Laan; Sonshine, Kaleigh; John B Keyser
Subject: [**EXT**] Eastgate/Rovinelli - D'Angelo Brands - Canadian Western Bank
Attachments: Updated-Appraisal Evaluation Report Assets-DAngeloBrandsLtd.pdf; HST - CRA Statement 2021.jpg

Follow Up Flag: Follow up
Flag Status: Flagged

Gavin,

I am sorry to hear that you are under the weather.

My clients are attempting to clean out the building at 4544 Eastgate Parkway, Mississauga, owned by Rovinelli Holdings Ltd. There is a large quantity of paper files that Mr. D'Angelo has left behind. My client wishes to dispose of these but is concerned that these files may be of interest to the proposed Receiver. When you are feeling better, I would like to discuss this with you.

I attach a second appraisal as prepared by Buzz Equipment on July 21, 2022.

I also attach a copy of the CRA Notice of Assessment for HST (2021). It appears that CRA may have super priority by way of a deemed trust.

It is my clients' intention to continue with its distraint and pay the proceeds into trust. My clients hope that they will be able to sell the equipment to an entity that will also lease the premises at 4500 Eastgate Parkway. I hope that CRA will agree that this is preferable to a piecemeal option. We will try to reach out to CRA about this but I would prefer to speak to you beforehand.

I will be in cross-examinations all day tomorrow and possibly Thursday. The best time for me to chat would be at 5:00 p.m. or after on either day.

Dictated by: Ted Laan



JENNIFER BRINKS
Law Clerk for Ted Laan
905.276.9111 (Ext. 446) | jbrinks@kmblaw.com
Mississauga Office: 900 - 3 Robert Speck Parkway, Mississauga, ON L4Z 2G5
Burlington Office: 102 - 4145 North Service Road, Burlington, ON L7L 6A3

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Veillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspectes.

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

**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

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
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

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

ds Ltd.

Electronically filed / Déposé par voie électronique : 23-Sep-2022

Court File No./N° du dossier du greffe : CV-22-00684100-00CL

Toronto Superior Court of Justice / Cour supérieure de justice

Item	Description	Manufacturer	Model	Serial	Condition	Quantity	Price
1	Can Line Depalletizer	Crown Cork & Seal	94-113	N/A	Poor	1	\$12,000
2	Filler - 100 Station	Crown Cork & Seal	Cemco	N/A	Poor	1	\$10,000
3	Can Seamer Machine	Angelus	12 Head Station	N/A	Poor	1	\$10,000
4	Double Decker Cooling Tunnel	Holsten and Kappert	Beta	391	Fair	1	\$40,000
5	Can Line Ancillary Equipment	N/A	N/A	N/A	Poor	1	\$10,000
6	Pressure Detector	TapTone	N/A	N/A	Fair	1	\$1,200
7	Tray Packer and Shrink Tunnel	Douglas	SR3-627	3797	Fair	1	\$20,000
8	Palletizer	General Conveyor	N/A	N/A	Poor	1	\$8,000
9	Small Can Line	N/A	N/A	N/A	Poor	1	\$30,000
10	Filler	N/A	N/A	N/A	N/A	1	\$3,000
11	De Palletizer - Plastic Bottle/Jug Line	SECO Sys.	400-2D	2644-1080-334	Fair	1	\$18,000
12	Rinser	SECO Sys.	N/A	DD2254	Poor	1	\$30,000
13	Filler - 3 Litre	Crown Cork & Seal	N/A	N/A	Poor	1	\$14,000
14	Bottle Filler	Crown Cork & Seal	Simplimatic	N/A	Fair	1	\$55,000
15	Bottle Inverter and Line	I&H Eng. Sys	N/A	N/A	Poor	1	\$5,000
16	Cooling Tunnel	Custom Built	Custom	N/A	Poor	1	\$1,000
17	Shrink Sleeve Applicator	American Fuji	3100 DE	N/A	Fair	1	\$15,000
18	Orbital Shrink Wrapper	Wulftec	WCRT-200	0299-4035	Fair	1	\$15,000
19	Labelers	Krones - Solomatic	N/A	N/A	N/A	3 x \$2,500	\$7,500
20	Tray Pack and Carton	Douglas	SR7-1124	M3863	Fair	1	\$25,000
21	Reverse Osmosis Water Filtration Sys,	Siemens	M83T01BDCXSE	26218-02	Fair	1	\$45,000
22	Forklift	Heli	CPD 18	06018DD2690	Fair	1	\$5,000
23	Compactor	Compactor Plus	HP 50	N/A	Fair	1	\$5,500
24	Compactor	Wastequip Accurate	60X HD	LV 9276	Fair	1	\$5,000
25	Pallet Wrapper	Cousins	LV 2100X	230508-2XC-7669	Fair	1	\$3,500
26	Dock Plate	N/A	N/A	N/A	Fair	1	\$300
27	Forklift	Heli	CPD 18	06018DD2689	Fair	1	\$7,500
28	Vertical Storage Racking	N/A	N/A	N/A	Fair	1	\$2,000
29	Vegetable Oil Line	US Bottlers	MC12	N/A	Poor	1	\$30,000
30	Boiler	Miura	LX200	N/A	Fair	2 x \$20,000	\$40,000
31	Scissor Lift	Skyjack	SJ 1113220	613947	Fair	1	\$5,000
32	Drill Press	King Ind.	200204	855916	Fair	1	\$350
33	8" Grinder	N/A	N/A	N/A	Fair	1	\$350
34	Engine Lathe	TOS	SN40A	401581138	Fair	1	\$4,500
35	Turret Mill	TOS	FNK 25	49261	Fair	1	\$3,500
36	Videojet Printer	Videojet Tech.	1580	N/A	Fair	3 x \$2500	\$7,500
37	Labeler	Krones - Solomatic	N/A	07H33	Fair	1	\$8,000
38	Storage Tank - Horizontal	De Laval	1682 Hecto Litres	N/A	Fair	2 x \$25000	\$50,000
39	Shrink Wrap Tunnel	Arpac	25TW28	10424	Fair	1	\$30,000
40	Case Packer	Wepackit Inc	MPV 300	MPV 300-1661	Fair	1	\$8,500
41	Palletizer	Production Automation	Compac Beverages	6300-22	Fair	1	\$15,000
42	Case Palletizer	Alvey	series 920	01-K794-119	Fair	1	\$15,000
43	Ammonia System	Cimco Lewis	N/A	81732 / 20925	Fair	1	\$30,000
44	Pallet Trucks	Various Models	N/A	N/A	Poor	1	\$2,000
45	Batching Area	Various Items	N/A	N/A	Poor	1	\$15,000
46	Miscellaneous Equipment / Conveyors	N/A	N/A	N/A	N/A	1	\$5,000
					CDN Dollar Total:		\$673,200

2156775 ONTARIO INC.,
C/O DEAN TEJA
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

This is Exhibit “D” referred to in the Supplementary Affidavit of
ROD RANDALL
Sworn on September 2, 2022

DocuSigned by:
Kaleigh Sonshine
9BE33B9F9A78469...

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

John Butler

From: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Sent: April 06, 2022 10:31 AM
To: John Butler
Subject: Re: Dangelo 2 of 2

CAUTION: This email originated from outside of CWB Financial Group.

Yes, legal entitlement is that of the Borrower.
Regards,

Joseph F. Lo Greco



13170 Yonge Street
Richmond Hill, Ontario L4E 1A3

T. 416-488-4110
F. 416-488-0216
Mobile 416-545-9605

From: John Butler <John.Butler@cwbank.com>
Date: Wednesday, April 6, 2022 at 9:20 AM
To: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Subject: FW: Dangelo 2 of 2

Hello Mr. Lo Greco:

Confirming that I have reviewed all of the attachments – which is the complete list of documents – all appear to be signed appropriately.

With reference to the Conditions Precedent contained in the Commitment Letter dated April 4, 2022, specifically item #3 - are you able to confirm that the legal title to the Production Equipment used by the Borrower, is owned in the name of the Borrower (2722959 Ontario Ltd)?

Many thanks for your help.

John

John Butler
AVP & Market Lead
Markham, Ontario

Electronically filed / Déposé par voie électronique : 23-Sep-2022
Toronto Superior Court of Justice / Cour supérieure de justice
CANADIAN WESTERN BANK

C: 416-388-6314

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From: John Butler
Sent: April 06, 2022 8:47 AM
To: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Subject: RE: Dangelo 2 of 2

Receipt acknowledged with thanks.

I am reviewing both e-mails/attachments now for completeness etc.

Are you forwarding the balance of documents?

Thanks,
John

John Butler
AVP & Market Lead
Markham, Ontario
Canadian Western Bank
C: 416-388-6314

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From: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Sent: April 06, 2022 8:42 AM
To: John Butler <John.Butler@cwbank.com>
Subject: Dangelo 2 of 2

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Joseph F. Lo Greco



13170 Yonge Street
Richmond Hill, Ontario L4E 1A3

T. 416-488-4110

F. 416-488-0216

Mobile 416-545-9605

This is Exhibit “E” referred to in the Supplementary Affidavit of
ROD RANDALL
Sworn on September 2, 2022

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Kaleigh Sonshine
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A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

From: David Di Gregorio <ddigregorio@kmblaw.com>
Sent: Monday, May 16, 2022 7:34 PM
To: Matthew Himmel
Cc: Shirley Tao; Thomas Lattavo
Subject: Re: Waiver of Distraints

Our client hasn't been approached about this.



DAVID DI GREGORIO J.D.
Partner | Commercial Real Estate & Secured Lending | Corporate/Commercial
905.276.0429 | ddigregorio@kmblaw.com
Mississauga Office: 900 - 3 Robert Speck Parkway, Mississauga, ON L4Z 2G5
Burlington Office: 102 - 4145 North Service Road, Burlington, ON L7L 6A3

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On May 16, 2022, at 7:30 PM, Matthew Himmel <mhimmel@macdonaldsager.com> wrote:

Sorry just catching up to all these e-mails now. It is my understanding that the current tenant, 2156775, will be assigning the lease to 2722959 Ontario Ltd.

Matthew Himmel | Associate Lawyer | T. 416.361.2503 | MHimmel@macdonaldsager.com



150 York Street, Suite 800, Toronto, Ontario, M5H 3S5 Canada | T. 416.364.1553 | F. 416.364.1453 | www.macdonaldsager.com

From: David Di Gregorio <ddigregorio@kmblaw.com>
Sent: May 16, 2022 2:09 PM
To: Matthew Himmel <mhimmel@macdonaldsager.com>
Cc: Shirley Tao <stao@macdonaldsager.com>; Thomas Lattavo <tlattavo@kmblaw.com>
Subject: RE: Waiver of Distraints

Matthew – I also note that numbered in the waiver is not the company we have leases with. We have leases with 2156775 Ontario Limited.

Regards,



DAVID DI GREGORIO J.D.

Partner | Commercial Real Estate & Secured Lending | Corporate/Commercial
905.276.0429 | ddigregorio@kmblaw.com

Mississauga Office: 900 - 3 Robert Speck Parkway, Mississauga, ON L4Z 2G5

Burlington Office: 102 - 4145 North Service Road, Burlington, ON L7L 6A3

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From: David Di Gregorio <ddigregorio@kmblaw.com>

Sent: May 16, 2022 11:49 AM

To: 'Matthew Himmel' <mhimmel@macdonaldsager.com>

Cc: Shirley Tao <stao@macdonaldsager.com>; Thomas Lattavo <tlattavo@kmblaw.com>

Subject: FW: Waiver of Distraints

Sir – see my amendments.

Regards,

David



DAVID DI GREGORIO J.D.

Partner | Commercial Real Estate & Secured Lending | Corporate/Commercial
905.276.0429 | ddigregorio@kmblaw.com

Mississauga Office: 900 - 3 Robert Speck Parkway, Mississauga, ON L4Z 2G5

Burlington Office: 102 - 4145 North Service Road, Burlington, ON L7L 6A3

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ROD RANDALL
Sworn on September 2, 2022

DocuSigned by:
Kaleigh Sonshine
9BE33B9F9A78469...

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

**NOTICE TO TERMINATE FOR FAILURE OF
TENANT TO PAY RENT ARREARS**

TO: 2156775 ONTARIO INC. DBA D'ANGELO BRANDS, ET AL

TAKE NOTICE that the Landlord, ROVINELLI HOLDINGS LTD, hereby terminates your tenancy of the Leased Premises ("Premises") located at 4544 EASTGATE PARKWAY, MISSISSAUGA, ONTARIO, for Rent arrears and costs in the amount of TWO HUNDRED THOUSAND SEVEN HUNDRED AND NINETEEN DOLLARS AND THIRTY EIGHT CENTS, (\$200,719.38), plus all costs, including Bailiff Fees, locksmith, and any other fees associated with this termination.

AND FURTHER TAKE NOTICE that the keys have been changed and that entry to the Premises for removal of personal property may be done only with the prior permission of the Landlord or its Bailiff.

AND FURTHER TAKE NOTICE any attempt by any person whatsoever to gain entry to the Premises is unlawful without the prior written consent by the Landlord or its Bailiff, and such person will be deemed a trespasser and will be dealt with as directed by law.

AND FURTHER TAKE NOTICE that you have 5 days from this date to remove assets from the Premises or to subject to storage and costs thereafter. The Landlord may elect to dispose of the assets anytime after the five days without further notice to you and without any benefit to you.

AND FURTHER TAKE NOTICE that the Landlord expressly preserves its rights under your Lease Agreement to look to you for all Rent Arrears and other charges owing at the present time and throughout the balance of the Term of your Lease Agreement, and intends to seek recovery of damages incurred by reason of the Landlord losing the benefit of the balance of the Term of your Lease Agreement, including, without limitation, the costs of recovering the Premises, solicitor fees, arrears and all future Rental payments or deficiency demand due under your Lease Agreement for the balance of the Term.

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

Landlord: ROVINELLI HOLDINGS LTD
4544 Eastgate Parkway, Unit 8
Mississauga, Ontario
L4W 3W6

Served by: STERLING BAILIFFS INC.
1081 Pittville Road
Toronto, Ontario
M1J 2X7

Tel: 416-981-1822 Fax: 416-761-6003

This is Exhibit “G” referred to in the Supplementary Affidavit of
ROD RANDALL
Sworn on September 2, 2022

DocuSigned by:
Kaleigh Sonshine
9BE33B9F9A78469...

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

From: Ted Laan <tlaan@kmblaw.com>
Sent: Monday, August 22, 2022 3:31 PM
To: Sonshine, Kaleigh
Cc: John B Keyser; Jennifer Brinks; Finlayson, Gavin
Subject: RE: Eastgate/Rovinelli - D'Angelo Brands - Canadian Western Bank [MTDMS-Legal.FID11454516]

Hi Kaleigh,

My client agrees.

Ted



TED LAAN
Counsel
905.276.0400 | tlaan@kmblaw.com
Mississauga Office: 900 - 3 Robert Speck Parkway, Mississauga, ON L4Z 2G5
Burlington Office: 102 - 4145 North Service Road, Burlington, ON L7L 6A3

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From: Sonshine, Kaleigh <ksonshine@millertthomson.com>
Sent: August 22, 2022 2:02 PM
To: Ted Laan <tlaan@kmblaw.com>
Cc: John B Keyser <jkeyser@kmblaw.com>; Jennifer Brinks <jbrinks@kmblaw.com>; Finlayson, Gavin <gfinlayson@millertthomson.com>
Subject: RE: Eastgate/Rovinelli - D'Angelo Brands - Canadian Western Bank [MTDMS-Legal.FID11454516]

Hi Ted,

Further to our continuing discussions regarding an orderly resolution of this matter on a reasonable basis, would you please make inquiries of your client to determine if they will continue storing the D'Angelo/272/215 paper files at 4544 Eastgate, pending our IR application on September 12? While we understand your client's frustrations, the hearing is only three weeks away. We are hopeful your client can accommodate ours in the circumstances.

Please let us know when you can.

Thanks,
Kaleigh

KALEIGH SONSHINE
Associate

Miller Thomson LLP

Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, Ontario M5H 3S1

Direct Line: +1 416.595.8166

Fax: +1 416.595.8695

Email: ksonshine@millerthomson.com
millerthomson.com



Please consider the environment before printing this email.

From: Jennifer Brinks <jbrinks@kmblaw.com>
Sent: Tuesday, August 16, 2022 2:01 PM
To: Finlayson, Gavin <gfinlayson@millerthomson.com>
Cc: Ted Laan <tlaan@kmblaw.com>; Sonshine, Kaleigh <ksonshine@millerthomson.com>; John B Keyser <jkeyser@kmblaw.com>
Subject: [**EXT**] Eastgate/Rovinelli - D'Angelo Brands - Canadian Western Bank

Gavin,

I am sorry to hear that you are under the weather.

My clients are attempting to clean out the building at 4544 Eastgate Parkway, Mississauga, owned by Rovinelli Holdings Ltd. There is a large quantity of paper files that Mr. D'Angelo has left behind. My client wishes to dispose of these but is concerned that these files may be of interest to the proposed Receiver. When you are feeling better, I would like to discuss this with you.

I attach a second appraisal as prepared by Buzz Equipment on July 21, 2022.

I also attach a copy of the CRA Notice of Assessment for HST (2021). It appears that CRA may have super priority by way of a deemed trust.

It is my clients' intention to continue with its distraint and pay the proceeds into trust. My clients hope that they will be able to sell the equipment to an entity that will also lease the premises at 4500 Eastgate Parkway. I hope that CRA will agree that this is preferable to a piecemeal option. We will try to reach out to CRA about this but I would prefer to speak to you beforehand.

I will be in cross-examinations all day tomorrow and possibly Thursday. The best time for me to chat would be at 5:00 p.m. or after on either day.

Dictated by: Ted Laan



JENNIFER BRINKS

Law Clerk for Ted Laan

905.276.9111 (Ext. 446) | jbrinks@kmblaw.com

Mississauga Office: 900 - 3 Robert Speck Parkway, Mississauga, ON L4Z 2G5

Burlington Office: 102 - 4145 North Service Road, Burlington, ON L7L 6A3



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Electronically filed / Déposé par voie électronique : 23-Sep-2022

Court File No./N° du dossier du greffe : CV-22-00684100-00CL

Toronto Superior Court of Justice / Cour supérieure de justice

immédiatement et le décrire. Nous vous remercions de votre collaboration. Le présent message n'a pas été crypté. Le cryptage est possible sur demande spéciale. Communiquer avec l'expéditeur pour ne plus recevoir de courriels de la part de Miller Thomson.

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This is Exhibit “H” referred to in the Supplementary Affidavit of
ROD RANDALL
Sworn on September 2, 2022

DocuSigned by:
Kaleigh Sonshine
9BE33B9F9A78469...

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

From: Jennifer Brinks <jbrinks@kmblaw.com>
Sent: Thursday, September 1, 2022 12:00 PM
To: Finlayson, Gavin; Sonshine, Kaleigh; Ted Laan
Cc: John B Keyser; Ted Laan
Subject: RE: Eastgate/Rovinelli - D'Angelo Brands - Canadian Western Bank [MTDMS-Legal.FID11454516]
Attachments: pic1.jpg; pic2.jpg; pic3.jpg; D'Angelo HST.pdf

Mr. Finlayson,

See attached photographs of the paper files and boxes remaining at 4544 Eastgate Parkway.

I also attach the HST Notice re 215.

Ted is available for a call today.

Jenny



JENNIFER BRINKS
Law Clerk for Ted Laan
905.276.9111 (Ext. 446) | jbrinks@kmblaw.com
Mississauga Office: 900 - 3 Robert Speck Parkway, Mississauga, ON L4Z 2G5
Burlington Office: 400 -3115 Harvester Road, Burlington, ON L7N 3N8
Markham Office: 85 Enterprise Blvd, Suite 400 Markham, ON, L6G 0B5

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From: Finlayson, Gavin <gfinlayson@millerthomson.com>
Sent: September 1, 2022 10:56 AM
To: Sonshine, Kaleigh <ksonshine@millerthomson.com>; Ted Laan <tlaan@kmblaw.com>
Cc: John B Keyser <jkeyser@kmblaw.com>; Jennifer Brinks <jbrinks@kmblaw.com>
Subject: RE: Eastgate/Rovinelli - D'Angelo Brands - Canadian Western Bank [MTDMS-Legal.FID11454516]

Ted,

Are you available for a quick call today re pour proposed path forward?

Electronically filed / Déposé par voie électronique : 23-Sep-2022
Toronto Superior Court of Justice / Cour supérieure de justice

GAVIN FINLAYSON
Partner

Miller Thomson LLP

Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011

Toronto, Ontario M5H 3S1

Direct Line: +1 416.595.8619

Cell: +1 416.671.5762

Fax: +1 416.595.8695

Email: gfinlayson@millerthomson.com
millerthomson.com



Please consider the environment before printing this email.

From: Sonshine, Kaleigh <ksonshine@millerthomson.com>

Sent: Tuesday, August 30, 2022 11:42 AM

To: Ted Laan <tlaan@kmblaw.com>

Cc: John B Keyser <jkeyser@kmblaw.com>; Finlayson, Gavin <gfinlayson@millerthomson.com>; Jennifer Brinks <jbrinks@kmblaw.com>

Subject: RE: Eastgate/Rovinelli - D'Angelo Brands - Canadian Western Bank [MTDMS-Legal.FID11454516]

Ted, as discussed, would you mind sending us a copy of the complete notice of assessment for 215?

KALEIGH SONSHINE

Associate

Miller Thomson LLP

Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011

Toronto, Ontario M5H 3S1

Direct Line: +1 416.595.8166

Fax: +1 416.595.8695

Email: ksonshine@millerthomson.com
millerthomson.com



Please consider the environment before printing this email.

From: Ted Laan <tlaan@kmblaw.com>

Sent: Monday, August 29, 2022 5:31 PM

To: Finlayson, Gavin <gfinlayson@millerthomson.com>; Jennifer Brinks <jbrinks@kmblaw.com>; Sonshine, Kaleigh <ksonshine@millerthomson.com>

Cc: John B Keyser <jkeyser@kmblaw.com>

Subject: RE: Eastgate/Rovinelli - D'Angelo Brands - Canadian Western Bank [MTDMS-Legal.FID11454516]



TED LAAN

Counsel

905.276.0400 | tlaan@kmblaw.com

Mississauga Office: 900 - 3 Robert Speck Parkway, Mississauga, ON L4Z 2G5

Burlington Office: 400 -3115 Harvester Road, Burlington, ON L7N 3N8

Markham Office: 85 Enterprise Blvd, Suite 400 Markham, ON, L6G 0B5

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From: Finlayson, Gavin <gfinlayson@millerthomson.com>

Sent: August 29, 2022 5:25 PM

To: Jennifer Brinks <jbrinks@kmblaw.com>; Sonshine, Kaleigh <ksonshine@millerthomson.com>

Cc: John B Keyser <jkeyser@kmblaw.com>; Ted Laan <tlaan@kmblaw.com>

Subject: RE: Eastgate/Rovinelli - D'Angelo Brands - Canadian Western Bank [MTDMS-Legal.FID11454516]

Ted,

We will aim to speak to the proposed receiver tomorrow. Then we will give you a call. I have some ideas but want to speak with the proposed receiver first.

Gavin

GAVIN FINLAYSON

Partner

Miller Thomson LLP

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

Direct Line: +1 416.595.8619

Cell: +1 416.671.5762

Fax: +1 416.595.8695

Email: gfinlayson@millerthomson.com

millerthomson.com



Please consider the environment before printing this email.

From: Jennifer Brinks <jbrinks@kmblaw.com>

Sent: Monday, August 29, 2022 5:19 PM

To: Sonshine, Kaleigh <ksonshine@millerthomson.com>

<John B Keyser <jkeyser@kmblaw.com>; Finlayson, Gavin <gfinlayson@millerthomson.com>; Ted Laan <tlaan@kmblaw.com>

Subject: RE: Eastgate/Rovinelli - D'Angelo Brands - Canadian Western Bank [MTDMS-Legal.FID11454516]

Kaleigh,

As discussed today, there are many file boxes that remain at 4544 Eastgate Parkway. Your client is welcome to attend at the premises to inspect documents before the return of the motion, if it believes that it has authority to do so.

I have been unsuccessful obtaining contact information for CRA. CRA should perhaps be on the service list for the return of the motion. CRA should have a say in our exercise of distraint. Please assist me with this if you can.

Dictated by: Ted Laan



JENNIFER BRINKS

Law Clerk for Ted Laan
905.276.9111 (Ext. 446) | jbrinks@kmblaw.com
Mississauga Office: 900 - 3 Robert Speck Parkway, Mississauga, ON L4Z 2G5
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Sent: August 22, 2022 3:32 PM
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Cc: John B Keyser <jkeyser@kmblaw.com>; Jennifer Brinks <jbrinks@kmblaw.com>; Finlayson, Gavin <gfinlayson@millerthomson.com>
Subject: RE: Eastgate/Rovinelli - D'Angelo Brands - Canadian Western Bank [MTDMS-Legal.FID11454516]

Much appreciated.

KALEIGH SONSHINE

Associate

Miller Thomson LLP
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, Ontario M5H 3S1
Direct Line: +1 416.595.8166
Fax: +1 416.595.8695
Email: ksonshine@millerthomson.com



Please consider the environment before printing this email.

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Sent: Monday, August 22, 2022 3:31 PM
To: Sonshine, Kaleigh <ksonshine@millerthomson.com>
Cc: John B Keyser <jkeyser@kmblaw.com>; Jennifer Brinks <jbrinks@kmblaw.com>; Finlayson, Gavin <gfinlayson@millerthomson.com>
Subject: RE: Eastgate/Rovinelli - D'Angelo Brands - Canadian Western Bank [MTDMS-Legal.FID11454516]

Hi Kaleigh,

My client agrees.

Ted



TED LAAN
Counsel
905.276.0400 | tlaan@kmblaw.com
Mississauga Office: 900 - 3 Robert Speck Parkway, Mississauga, ON L4Z 2G5
Burlington Office: 102 - 4145 North Service Road, Burlington, ON L7L 6A3

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From: Sonshine, Kaleigh <ksonshine@millerthomson.com>
Sent: August 22, 2022 2:02 PM
To: Ted Laan <tlaan@kmblaw.com>
Cc: John B Keyser <jkeyser@kmblaw.com>; Jennifer Brinks <jbrinks@kmblaw.com>; Finlayson, Gavin <gfinlayson@millerthomson.com>
Subject: RE: Eastgate/Rovinelli - D'Angelo Brands - Canadian Western Bank [MTDMS-Legal.FID11454516]

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Please let us know when you can.

Thanks,

KALEIGH SONSHINE

Associate

Miller Thomson LLP

Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011

Toronto, Ontario M5H 3S1

Direct Line: +1 416.595.8166

Fax: +1 416.595.8695

Email: ksonshine@millerthomson.com

millerthomson.com



Please consider the environment before printing this email.

From: Jennifer Brinks <jbrinks@kmblaw.com>

Sent: Tuesday, August 16, 2022 2:01 PM

To: Finlayson, Gavin <gfinlayson@millerthomson.com>

Cc: Ted Laan <tlaan@kmblaw.com>; Sonshine, Kaleigh <ksonshine@millerthomson.com>; John B Keyser <jkeyser@kmblaw.com>

Subject: [**EXT**] Eastgate/Rovinelli - D'Angelo Brands - Canadian Western Bank

Gavin,

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I attach a second appraisal as prepared by Buzz Equipment on July 21, 2022.

I also attach a copy of the CRA Notice of Assessment for HST (2021). It appears that CRA may have super priority by way of a deemed trust.

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I will be in cross-examinations all day tomorrow and possibly Thursday. The best time for me to chat would be at 5:00 p.m. or after on either day.

Dictated by: Ted Laan



JENNIFER BRINKS

Law Clerk for Ted Laan

905.276.9111 (Ext. 446) | jbrinks@kmblaw.com

Mississauga Office: 900 - 3 Robert Speck Parkway, Mississauga, ON L4Z 2G5

Burlington Office: 102 - 4145 North Service Road, Burlington, ON L7L 6A3



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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:

- 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	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 informationWe 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.

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 "I" referred to in the Supplementary Affidavit of
ROD RANDALL
Sworn on September 2, 2022

DocuSigned by:
Kaleigh Sonshine
9BE33B9F9A78469...

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

From: Sonshine, Kaleigh <ksonshine@millerthomson.com>
Sent: Tuesday, August 23, 2022 12:08 PM
To: Joseph F. Lo Greco
Cc: Finlayson, Gavin
Subject: CWB ats 2722959 Ontario Ltd et al [MTDMS-Legal.FID11454516]
Attachments: AP AGING JAN 31, 2022.pdf; 2722959 Ontario Ltd_January 31 Supplier payables Final.pdf

Hi Joseph,

In the course of the Bank's investigations, an AP listing for 272 (attached) has come to light on which you are listed as a creditor of 272.

Specifically, the listing states "loan from Joseph Lo Greco, solicitor" for the amount of \$351,400.00.

Can you please confirm whether you are, in fact, a creditor of 272, the circumstances of this loan, when it was made, whether there is a loan agreement between yourself and 272 and what the repayment terms are, if any?

We look forward to hearing from you.

KALEIGH SONSHINE

Associate

Miller Thomson LLP

Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, Ontario M5H 3S1

Direct Line: +1 416.595.8166

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Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-22-00684100-00CL

2722959 Ontario Ltd.
Past-Due Aging Report

<u>Invoice #</u>	<u>Inv Date</u>	<u>Due Date</u>	<u>Inv Total</u>	<u>Total Paid</u>	<u>Total Used</u>	<u>Total Due</u>	<u>Current</u>	<u>Past Due</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>91 - 120</u>	<u>Over 120</u>
Vendor #:	10102407 (10102407 Canada Ltd.)												
09032021	09/03/2021	10/03/2021	1,118.70	0.00	0.00							1,118.70	
		Total for 10102407 :	1,118.70	0.00	0.00	1,118.70	0.00	1,118.70	0.00	0.00	0.00	1,118.70	0.00
Vendor #:	40F001 (4 Office Automation)												
1249538	11/15/2021	11/15/2021	15.82	0.00	0.00						15.82		
1256263	12/22/2021	12/22/2021	1,101.05	0.00	0.00					1,101.05			
		Total for 40F001 :	1,116.87	0.00	0.00	1,116.87	0.00	1,116.87	0.00	1,101.05	15.82	0.00	0.00
Vendor #:	ABB001 (Abbey Packaging equipment LTD.)												
202112852	10/22/2021	10/22/2021	1,097.51	0.00	0.00							1,097.51	
202112963	12/08/2021	12/08/2021	1,097.51	0.00	0.00					1,097.51			
		Total for ABB001 :	2,195.02	0.00	0.00	2,195.02	0.00	2,195.02	0.00	1,097.51	0.00	1,097.51	0.00
Vendor #:	ABI002 (Tara Packaging Inc)												
6566	() 04/28/2021	05/28/2021	1,750.43	1,063.24	0.00								687.19
5629-129	05/03/2021	05/18/2021	1,372.95	50.85	0.00								1,322.10
6690	05/20/2021	06/19/2021	542.40	0.00	0.00								542.40
6691	05/20/2021	06/19/2021	1,053.61	0.00	0.00								1,053.61
5814	05/20/2021	06/19/2021	8,079.50	2,402.91	0.00								5,676.59
6844	06/16/2021	07/16/2021	2,599.00	0.00	0.00								2,599.00
5906	07/07/2021	() 08/06/2021	15,114.88	13,085.42	0.00								2,029.46
5998	07/26/2021	08/25/2021	1,525.50	0.00	0.00								1,525.50
6055	() 07/26/2021	08/25/2021	395.50	0.00	0.00								395.50
6056	07/26/2021	08/25/2021	508.50	0.00	0.00								508.50
7083	07/30/2021	08/29/2021	653.14	0.00	0.00								653.14
7152	08/12/2021	09/11/2021	1,005.70	0.00	0.00								1,005.70
6155	08/20/2021	09/19/2021	169.50	0.00	0.00								169.50
7592	09/11/2021	10/11/2021	301.03	0.00	0.00							301.03	
5629-464	09/21/2021	10/21/2021	2,158.30	0.00	0.00							2,158.30	
7373	10/04/2021	11/03/2021	4,726.79	0.00	0.00						4,726.79		
5958*	11/10/2021	12/10/2021	6,305.40	0.00	0.00					6,305.40			
5629	12/01/2021	12/31/2021	35.03	0.00	0.00					35.03			
5512	() 12/01/2021	12/31/2021	282.50	0.00	0.00					282.50			
		Total for ABI002 :	48,579.66	16,602.42	0.00	31,977.24	0.00	31,977.24	0.00	6,622.93	4,726.79	2,459.33	18,168.19
Vendor #:	ADH001 (A.D. HYDRAULICS INC.)												
6130	12/31/2021	12/31/2021	3,008.75	0.00	0.00					3,008.75			
		Total for ADH001 :	3,008.75	0.00	0.00	3,008.75	0.00	3,008.75	0.00	3,008.75	0.00	0.00	0.00
Vendor #:	ADM001 (Archer Daniel Midland Co.)												
923107 COPC-4203	04/21/2021	04/28/2021	43,306.96	39,737.33	0.00								3,569.63
04222021*	05/29/2021	05/29/2021	-78.24	0.00	0.00								-78.24
		Total for ADM001 :	43,228.72	39,737.33	0.00	3,491.39	0.00	3,491.39	0.00	0.00	0.00	0.00	3,491.39
Vendor #:	ADV004 (Advance Shipping Supplies Inc)												
1155691	01/26/2022	01/26/2022	4,398.41	0.00	0.00				4,398.41				
		Total for ADV004 :	4,398.41	0.00	0.00	4,398.41	0.00	4,398.41	4,398.41	0.00	0.00	0.00	0.00
Vendor #:	ALE001 (Alexander Metals & Alloys)												
117093	01/01/2022	01/31/2022	237.30	0.00	0.00		237.30						
		Total for ALE001 :	237.30	0.00	0.00	237.30	237.30	0.00	0.00	0.00	0.00	0.00	0.00
Vendor #:	ALL004 (ALL Stars Taxi Services)												
0305-131	01/01/2022	() 01/01/2022	30.50	0.00	0.00				30.50				
		Total for ALL004 :	30.50	0.00	0.00	30.50	0.00	30.50	30.50	0.00	0.00	0.00	0.00
Vendor #:	APE001 (Apex Employment Group Inc.)												
1006	() 09/09/2021	09/09/2021	5,494.36	0.00	0.00								5,494.36
1007	09/17/2021	() 09/17/2021	7,097.30	0.00	0.00								7,097.30
1005	09/23/2021	09/23/2021	3,559.93	2,758.79	0.00								801.14
1008	09/27/2021	09/27/2021	7,389.88	0.00	0.00								7,389.88
1009	10/05/2021	10/05/2021	5,280.34	0.00	0.00							5,280.34	

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Vendor #:	ARZ003 (Arizona Beverage of Canada, ULC)	Total for APE001 :	28,821.81	2,758.79	0.00	26,063.02	0.00	26,063.02	0.00	0.00	0.00	5,280.34	20,782.68
1800000370	03/07/2020	04/06/2020	140.62	0.00	0.00								140.62
1800000371	03/27/2020	04/26/2020	140.62	0.00	0.00								140.62
1800000372	03/31/2020	04/30/2020	24.27	0.00	0.00								24.27
1800000373	04/02/2020	05/02/2020	140.62	0.00	0.00								140.62
1800000374	04/02/2020	05/02/2020	140.62	0.00	0.00								140.62
1800000375	04/07/2020	05/07/2020	140.62	0.00	0.00								140.62
1800000376	09/29/2020	10/29/2020	140.62	0.00	0.00								140.62
1800000377	10/06/2020	11/05/2020	140.62	0.00	0.00								140.62
1800000378	10/20/2020	11/19/2020	140.62	0.00	0.00								140.62
1800000379	10/20/2020	11/19/2020	140.62	0.00	0.00								140.62
1800000380	12/07/2020	01/06/2021	140.62	0.00	0.00								140.62
1800000389	12/12/2020	01/11/2021	130.67	0.00	0.00								130.67
1800000381	12/18/2020	01/17/2021	140.62	0.00	0.00								140.62
1800000382	12/18/2020	01/17/2021	140.62	0.00	0.00								140.62
1800000364	01/09/2021	02/08/2021	315.71	0.00	0.00								315.71
1800000361	01/16/2021	02/15/2021	689.87	0.00	0.00								689.87
1800000359	01/23/2021	02/22/2021	81.64	0.00	0.00								81.64
1800000358	01/23/2021	02/22/2021	366.18	0.00	0.00								366.18
1800000363	01/30/2021	03/01/2021	285.64	0.00	0.00								285.64
1800000366	02/06/2021	03/08/2021	40.81	0.00	0.00								40.81
1800000365	02/13/2021	03/15/2021	20.41	0.00	0.00								20.41
1800000368	02/13/2021	03/15/2021	315.70	0.00	0.00								315.70
1800000385	02/20/2021	03/22/2021	102.04	0.00	0.00								102.04
1800000386	02/20/2021	03/22/2021	510.87	0.00	0.00								510.87
1800000387	02/27/2021	03/29/2021	390.87	0.00	0.00								390.87
1800000415	03/06/2021	04/05/2021	1,442.67	0.00	0.00								1,442.67
1800000416	03/13/2021	04/12/2021	585.76	0.00	0.00								585.76
1800000406	03/13/2021	04/12/2021	19.19	0.00	0.00								19.19
1800000407	03/13/2021	04/12/2021	19.19	0.00	0.00								19.19
1800000408	03/13/2021	04/12/2021	67.15	0.00	0.00								67.15
1800000409	03/13/2021	() 04/12/2021	57.57	0.00	0.00								57.57
1800000410	03/13/2021	04/12/2021	86.34	0.00	0.00								86.34
1800000411	03/13/2021	04/12/2021	76.76	0.00	0.00								76.76
1800000412	03/13/2021	04/12/2021	47.97	0.00	0.00								47.97
1800000413	03/13/2021	04/12/2021	95.94	0.00	0.00								95.94
1800000414	03/13/2021	04/12/2021	224.48	0.00	0.00								224.48
1800000369	03/27/2021	04/26/2021	140.62	0.00	0.00								140.62
1800000630	09/01/2021	10/01/2021	130.66	0.00	0.00								130.66
1800000631	09/14/2021	10/14/2021	140.62	0.00	0.00							140.62	
1800000632	() 09/14/2021	10/14/2021	93.18	0.00	0.00							93.18	
1800000633	09/14/2021	10/14/2021	130.66	0.00	0.00							130.66	
1800000635	09/15/2021	10/15/2021	140.62	0.00	0.00							140.62	
1800000634	09/16/2021	10/16/2021	72.73	0.00	0.00							72.73	
1800000636	09/24/2021	10/24/2021	140.62	0.00	0.00							140.62	
1800000637	09/30/2021	10/30/2021	66.40	0.00	0.00							66.40	
1800000638	09/30/2021	10/30/2021	93.18	0.00	0.00							93.18	
1800000639	10/02/2021	11/01/2021	72.73	0.00	0.00							72.73	
1800000640	10/04/2021	11/03/2021	93.18	0.00	0.00						93.18		
1800000641	10/09/2021	11/08/2021	72.73	0.00	0.00						72.73		
1800000642	10/18/2021	11/17/2021	93.18	0.00	0.00						93.18		
1800000643	() 10/19/2021	11/18/2021	93.18	0.00	0.00						93.18		
1800000644	10/21/2021	11/20/2021	140.62	0.00	0.00						140.62		
1800000645	10/22/2021	11/21/2021	140.62	0.00	0.00						140.62		
1800000646	10/25/2021	11/24/2021	130.66	0.00	0.00						130.66		
1800000647	10/27/2021	11/26/2021	140.62	0.00	0.00						140.62		
1800000648	10/30/2021	11/29/2021	57.56	0.00	0.00						57.56		

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1800000650	() 10/30/2021	11/29/2021	660.93	0.00	0.00	660.93
1800000649	10/30/2021	11/29/2021	61.23	0.00	0.00	61.23
1800000651	() 11/06/2021	12/06/2021	86.35	0.00	0.00	86.35
1800000653	11/06/2021	12/06/2021	216.19	0.00	0.00	216.19
1800000659	11/06/2021	12/06/2021	451.00	0.00	0.00	451.00
1800000657	11/13/2021	12/13/2021	357.84	0.00	0.00	357.84
1800000654	11/13/2021	12/13/2021	430.94	0.00	0.00	430.94
1800000652	11/13/2021	12/13/2021	95.94	0.00	0.00	95.94
1800000655	11/20/2021	12/20/2021	417.20	0.00	0.00	417.20
1800000658	11/20/2021	12/20/2021	705.19	0.00	0.00	705.19
1800000660	11/20/2021	12/20/2021	40.81	0.00	0.00	40.81
1800000663	11/20/2021	12/20/2021	95.94	0.00	0.00	95.94
1800000662	11/27/2021	12/27/2021	661.20	0.00	0.00	661.20
1800000656	11/27/2021	12/27/2021	544.31	0.00	0.00	544.31
1800000661	11/27/2021	12/27/2021	101.76	0.00	0.00	101.76
1800000664	11/27/2021	12/27/2021	9.59	0.00	0.00	9.59
1800000589	11/30/2021	12/30/2021	81.20	0.00	0.00	81.20
1800000598	11/30/2021	12/30/2021	205.05	0.00	0.00	205.05
1800000599	11/30/2021	12/30/2021	89.98	0.00	0.00	89.98
1800000608	11/30/2021	12/30/2021	93.18	0.00	0.00	93.18
1800000609	11/30/2021	12/30/2021	66.40	0.00	0.00	66.40
1800000618	11/30/2021	12/30/2021	140.62	0.00	0.00	140.62
1800000621	11/30/2021	12/30/2021	102.05	0.00	0.00	102.05
1800000626	() 11/30/2021	12/30/2021	140.62	0.00	0.00	140.62
1800000583	11/30/2021	12/30/2021	338.40	0.00	0.00	338.40
1800000584	11/30/2021	12/30/2021	18.20	0.00	0.00	18.20
1800000585	11/30/2021	() 12/30/2021	266.98	0.00	0.00	266.98
1800000586	11/30/2021	12/30/2021	14.39	0.00	0.00	14.39
1800000587	11/30/2021	12/30/2021	23.11	0.00	0.00	23.11
1800000588	11/30/2021	12/30/2021	22.39	0.00	0.00	22.39
1800000590	11/30/2021	12/30/2021	27.18	0.00	0.00	27.18
1800000591	11/30/2021	12/30/2021	334.81	0.00	0.00	334.81
1800000592	11/30/2021	12/30/2021	93.20	0.00	0.00	93.20
1800000593	11/30/2021	12/30/2021	279.62	0.00	0.00	279.62
1800000594	11/30/2021	12/30/2021	348.54	0.00	0.00	348.54
1800000595	11/30/2021	12/30/2021	312.31	0.00	0.00	312.31
1800000596	11/30/2021	12/30/2021	263.53	0.00	0.00	263.53
1800000597	11/30/2021	12/30/2021	132.36	0.00	0.00	132.36
1800000600	11/30/2021	12/30/2021	357.29	0.00	0.00	357.29
1800000601	11/30/2021	12/30/2021	368.41	0.00	0.00	368.41
1800000602	11/30/2021	12/30/2021	66.40	0.00	0.00	66.40
1800000603	11/30/2021	12/30/2021	140.62	0.00	0.00	140.62
1800000604	11/30/2021	12/30/2021	140.62	0.00	0.00	140.62
1800000605	11/30/2021	12/30/2021	66.40	0.00	0.00	66.40
1800000606	11/30/2021	12/30/2021	24.27	0.00	0.00	24.27
1800000607	() 11/30/2021	() 12/30/2021	130.66	0.00	0.00	130.66
1800000610	11/30/2021	12/30/2021	140.62	0.00	0.00	140.62
1800000611	11/30/2021	12/30/2021	140.62	0.00	0.00	140.62
1800000612	11/30/2021	12/30/2021	93.18	0.00	0.00	93.18
1800000613	11/30/2021	12/30/2021	72.73	0.00	0.00	72.73
1800000614	11/30/2021	12/30/2021	140.62	0.00	0.00	140.62
1800000615	11/30/2021	12/30/2021	72.73	0.00	0.00	72.73
1800000616	() 11/30/2021	12/30/2021	93.18	0.00	0.00	93.18
1800000617	11/30/2021	12/30/2021	93.18	0.00	0.00	93.18
1800000619	11/30/2021	12/30/2021	24.27	0.00	0.00	24.27
1800000620	() 11/30/2021	12/30/2021	93.18	0.00	0.00	93.18
1800000622	11/30/2021	12/30/2021	140.62	0.00	0.00	140.62
1800000623	11/30/2021	12/30/2021	140.62	0.00	0.00	140.62

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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

Electronically filed / Déposé par voie électronique : 23-Sep-2022
 Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-22-00684100-00CL

1800000556	12/13/2021	01/12/2022	405.91	0.00	0.00	405.91
1800000557	12/13/2021	01/12/2022	244.89	0.00	0.00	244.89
1800000558	12/13/2021	01/12/2022	300.39	0.00	0.00	300.39
1800000559	12/13/2021	01/12/2022	9.59	0.00	0.00	9.59
1800000560	() 12/13/2021	01/12/2022	240.55	0.00	0.00	240.55
1800000561	12/13/2021	01/12/2022	345.76	0.00	0.00	345.76
1800000563	12/13/2021	01/12/2022	81.07	0.00	0.00	81.07
1800000564	12/13/2021	01/12/2022	40.81	0.00	0.00	40.81
1800000566	12/13/2021	01/12/2022	105.53	0.00	0.00	105.53
1800000568	12/13/2021	01/12/2022	285.21	0.00	0.00	285.21
1800000569	12/13/2021	01/12/2022	101.93	0.00	0.00	101.93
1800000570	12/13/2021	01/12/2022	134.02	0.00	0.00	134.02
1800000571	12/13/2021	01/12/2022	227.88	0.00	0.00	227.88
1800000573	12/13/2021	01/12/2022	181.58	0.00	0.00	181.58
1800000574	12/13/2021	01/12/2022	1.49	0.00	0.00	1.49
1800000576	12/13/2021	01/12/2022	252.25	0.00	0.00	252.25
1800000577	12/13/2021	01/12/2022	57.93	0.00	0.00	57.93
1800000578	12/13/2021	01/12/2022	457.08	0.00	0.00	457.08
1800000579	12/13/2021	01/12/2022	22.37	0.00	0.00	22.37
1800000580	12/13/2021	01/12/2022	141.31	0.00	0.00	141.31
1800000581	() 12/13/2021	() 01/12/2022	206.86	0.00	0.00	206.86
1800000582	12/13/2021	01/12/2022	30.55	0.00	0.00	30.55
1800000495	12/13/2021	01/12/2022	1,037.49	0.00	0.00	1,037.49
1800000504	12/13/2021	01/12/2022	204.80	0.00	0.00	204.80
1800000507	12/13/2021	01/12/2022	11.19	0.00	0.00	11.19
1800000510	12/13/2021	01/12/2022	19.19	0.00	0.00	19.19
1800000511	12/13/2021	01/12/2022	114.80	0.00	0.00	114.80
1800000520	() 12/13/2021	01/12/2022	676.23	0.00	0.00	676.23
1800000542	12/13/2021	01/12/2022	81.63	0.00	0.00	81.63
1800000544	12/13/2021	01/12/2022	95.94	0.00	0.00	95.94
1800000547	12/13/2021	01/12/2022	120.27	0.00	0.00	120.27
1800000551	12/13/2021	01/12/2022	95.94	0.00	0.00	95.94
1800000554	12/13/2021	01/12/2022	40.82	0.00	0.00	40.82
1800000562	12/13/2021	01/12/2022	38.38	0.00	0.00	38.38
1800000572	12/13/2021	01/12/2022	239.38	0.00	0.00	239.38
1800000575	() 12/13/2021	01/12/2022	19.19	0.00	0.00	19.19
1800000444	12/14/2021	01/13/2022	55.92	0.00	0.00	55.92
1800000474	12/14/2021	01/13/2022	142.85	0.00	0.00	142.85
1800000477	12/14/2021	01/13/2022	19.18	0.00	0.00	19.18
1800000479	12/14/2021	01/13/2022	240.53	0.00	0.00	240.53
1800000480	12/14/2021	01/13/2022	811.26	0.00	0.00	811.26
1800000485	12/14/2021	01/13/2022	1,488.33	0.00	0.00	1,488.33
1800000486	12/14/2021	01/13/2022	67.16	0.00	0.00	67.16
1800000440	12/14/2021	01/13/2022	57.56	0.00	0.00	57.56
1800000441	12/14/2021	() 01/13/2022	223.69	0.00	0.00	223.69
1800000442	12/14/2021	01/13/2022	305.90	0.00	0.00	305.90
1800000443	12/14/2021	01/13/2022	244.83	0.00	0.00	244.83
1800000457	12/14/2021	01/13/2022	178.52	0.00	0.00	178.52
1800000458	12/14/2021	01/13/2022	302.09	0.00	0.00	302.09
1800000459	12/14/2021	01/13/2022	329.58	0.00	0.00	329.58
1800000460	12/14/2021	01/13/2022	93.20	0.00	0.00	93.20
1800000461	12/14/2021	01/13/2022	178.51	0.00	0.00	178.51
1800000462	12/14/2021	01/13/2022	55.92	0.00	0.00	55.92
1800000463	12/14/2021	01/13/2022	519.12	0.00	0.00	519.12
1800000464	12/14/2021	01/13/2022	37.28	0.00	0.00	37.28
1800000465	12/14/2021	01/13/2022	232.27	0.00	0.00	232.27
1800000466	() 12/14/2021	01/13/2022	14.39	0.00	0.00	14.39
1800000467	12/14/2021	01/13/2022	25.58	0.00	0.00	25.58

Electronically filed / Déposé par voie électronique : 23-Sep-2022
 Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-22-00684100-00CL

		Total for BELL003 :	5,641.53	0.00	0.00	5,641.53	0.00	5,641.53	4,562.38	1,079.15	0.00	0.00	0.00
Vendor #:	BELL001 (Bell Canada Acc.#9052386300)												
07012021	12/08/2021	01/07/2022	31.66	0.00	0.00				31.66				
01012022	01/02/2022	02/01/2022	37.67	0.00	0.00			37.67					
		Total for BELL001 :	69.33	0.00	0.00	69.33	37.67	31.66	31.66	0.00	0.00	0.00	0.00
Vendor #:	BELL002 (Bell Canada Acc.#300337899)												
01122022	01/12/2022	02/11/2022	177.47	0.00	0.00			177.47					
		Total for BELL002 :	177.47	0.00	0.00	177.47	177.47	0.00	0.00	0.00	0.00	0.00	0.00
Vendor #:	BELL003 (Bell Canada Acc.# 510058718)												
08202021	() 08/20/2021	09/19/2021	114.82	0.00	0.00								114.82
12202021	12/20/2021	01/19/2022	153.79	0.00	0.00				153.79				
01202022	01/20/2022	() 02/19/2022	126.10	0.00	0.00			126.10					
		Total for BELL003 :	394.71	0.00	0.00	394.71	126.10	268.61	153.79	0.00	0.00	0.00	114.82
Vendor #:	BELL005 (Bell Canada Acc.#9052386300(915))												
07102021	07/10/2021	08/09/2021	1,611.90	1,611.90	0.00								0.00
08102021	() 08/10/2021	09/09/2021	1,646.63	1,646.63	0.00								0.00
09102021	09/10/2021	10/10/2021	1,655.54	0.00	0.00								1,655.54
10102021	10/10/2021	11/09/2021	1,641.72	0.00	0.00							1,641.72	
11102021	11/10/2021	12/10/2021	1,695.73	0.00	0.00					1,695.73			
12102021	12/10/2021	01/09/2022	1,753.39	0.00	0.00				1,753.39				
01102022	01/20/2022	02/19/2022	1,719.97	1,719.97	0.00			0.00					
		Total for BELL005 :	11,724.88	4,978.50	0.00	6,746.38	0.00	6,746.38	1,753.39	1,695.73	1,641.72	1,655.54	0.00
Vendor #:	BELL006 (Bell Canada Acc.#9056297081(251))												
08192021	() 08/19/2021	() 09/18/2021	90.54	90.54	0.00								0.00
09192021	09/19/2021	10/19/2021	93.18	93.18	0.00								0.00
11192021	11/19/2021	12/19/2021	89.81	89.81	0.00					0.00			
12192021	12/19/2021	01/18/2022	106.04	106.04	0.00				0.00				
01192022	01/19/2022	02/18/2022	90.74	0.00	0.00			90.74					
		Total for BELL006 :	470.31	379.57	0.00	90.74	90.74	0.00	0.00	0.00	0.00	0.00	0.00
Vendor #:	BELL007 (Bell Canada Acc.#300299977)												
07202021	07/20/2021	() 08/19/2021	386.46	386.46	0.00								0.00
08202021	08/20/2021	09/19/2021	398.42	398.42	0.00								0.00
12192021	12/19/2021	01/18/2022	431.34	0.00	0.00				431.34				
12202021	12/20/2021	01/19/2022	468.64	0.00	0.00				468.64				
01202022	01/20/2022	02/19/2022	432.74	0.00	0.00			432.74					
		Total for BELL007 :	2,117.60	784.88	0.00	1,332.72	432.74	899.98	899.98	0.00	0.00	0.00	0.00
Vendor #:	BELL011 (Bell Canada Acc.#9055651470(268))												
11162021	11/16/2021	12/16/2021	107.65	0.00	0.00					107.65			
12162021	12/16/2021	01/15/2022	108.15	0.00	0.00				108.15				
01162022	01/16/2022	02/15/2022	105.65	0.00	0.00			105.65					
		Total for BELL011 :	321.45	0.00	0.00	321.45	105.65	215.80	108.15	107.65	0.00	0.00	0.00
Vendor #:	BELL013 (Bell Canada acct# 510024592)												
01072021	() 01/07/2021	() 02/05/2021	241.48	241.48	0.00								0.00
02072021	02/07/2021	03/08/2021	248.52	248.52	0.00								0.00
03072021	() 03/07/2021	04/05/2021	255.77	255.77	0.00								0.00
04072021	04/07/2021	05/06/2021	263.23	263.23	0.00								0.00
05072021	05/07/2021	06/05/2021	270.91	0.00	0.00								270.91
06072021	06/07/2021	06/28/2021	278.81	278.81	0.00								0.00
07072021	07/07/2021	07/28/2021	286.94	286.94	0.00								0.00
08072021	08/07/2021	08/28/2021	295.31	295.31	0.00								0.00
12072021	12/07/2021	12/28/2021	306.69	0.00	0.00					306.69			
01072022	01/07/2022	() 01/28/2022	290.65	0.00	0.00					290.65			
		Total for BELL013 :	2,738.31	1,870.06	0.00	868.25	0.00	868.25	290.65	306.69	0.00	0.00	270.91
Vendor #:	BELL016 (Bell Canada Acc.#511948659)												
07202021	07/20/2021	08/19/2021	195.49	195.49	0.00								0.00
08202021	08/20/2021	09/19/2021	201.18	201.18	0.00								0.00
11202021	11/20/2021	12/20/2021	196.09	0.00	0.00					196.09			
12202021	12/20/2021	01/19/2022	226.58	0.00	0.00				226.58				

Electronically filed / Déposé par voie électronique : 23-Sep-2022
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-22-00684100-00CL

OLDCOBAL	01/05/2022	02/04/2022	351.55	351.55	0.00		0.00						
01202022	01/20/2022	02/19/2022	190.83	0.00	0.00		190.83						
		Total for BELLC016 :	1,361.72	748.22	0.00	613.50	190.83	422.67	226.58	196.09	0.00	0.00	0.00
Vendor #:	BELLCO19 (Bell Canada 9056968954 (965))												
12252021	12/25/2021	12/25/2021	205.29	0.00	0.00					205.29			
01252022	01/25/2022	01/25/2022	185.31	0.00	0.00				185.31				
		Total for BELLC019 :	390.60	0.00	0.00	390.60	0.00	390.60	185.31	205.29	0.00	0.00	0.00
Vendor #:	BELLCO22 (Bell Canada Acc#9052820710(792))												
08072021	08/07/2021	08/07/2021	323.19	323.19	0.00								0.00
09072021	09/07/2021	09/07/2021	271.94	271.94	0.00								0.00
12072021	12/07/2021	12/07/2021	298.24	0.00	0.00					298.24			
01072022	01/07/2022	01/07/2022	304.56	0.00	0.00				304.56				
		Total for BELLC022 :	1,197.93	595.13	0.00	602.80	0.00	602.80	304.56	298.24	0.00	0.00	0.00
Vendor #:	BELLCO28 (Bell Canada Acc#9056701952 (345))												
08252021	08/25/2021	08/25/2021	73.88	73.88	0.00								0.00
09252021	09/25/2021	09/25/2021	69.52	69.52	0.00								0.00
10252021	10/25/2021	10/25/2021	71.74	71.74	0.00								0.00
11162021	11/16/2021	11/16/2021	10.64	10.64	0.00						0.00		
11252021	() 11/25/2021	11/25/2021	80.01	80.01	0.00						0.00		
12252021	12/25/2021	12/25/2021	79.41	79.41	0.00					0.00			
01252022	01/25/2022	01/25/2022	81.79	0.00	0.00				81.79				
		Total for BELLC028 :	466.99	385.20	0.00	81.79	0.00	81.79	81.79	0.00	0.00	0.00	0.00
Vendor #:	BELLCO29 (Bell Canada Acc#9056254122 (009))												
08132021	08/13/2021	08/13/2021	82.73	82.73	0.00								0.00
09132021	09/13/2021	09/13/2021	85.52	85.52	0.00								0.00
10132021	10/13/2021	10/13/2021	82.49	82.49	0.00								0.00
11132021	11/13/2021	() 11/13/2021	89.12	89.12	0.00						0.00		
12132021	12/13/2021	12/13/2021	90.43	90.43	0.00					0.00			
01132022	01/13/2022	01/13/2022	93.10	0.00	0.00				93.10				
		Total for BELLC029 :	523.39	430.29	0.00	93.10	0.00	93.10	93.10	0.00	0.00	0.00	0.00
Vendor #:	BES001 (Bestview Window Cleaning Inc.)												
63194	01/12/2021	01/12/2021	350.30	0.00	0.00								350.30
63321	06/01/2021	06/01/2021	340.13	0.00	0.00								340.13
63321*	08/31/2021	() 08/31/2021	17.22	0.00	0.00								17.22
63394	09/01/2021	09/01/2021	340.13	0.00	0.00								340.13
		Total for BES001 :	1,047.78	0.00	0.00	1,047.78	0.00	1,047.78	0.00	0.00	0.00	0.00	1,047.78
Vendor #:	BUR004 (Burrell Overhead Door Limited)												
S0269291	04/23/2021	04/23/2021	2,680.36	238.74	0.00								2,441.62
S0269329	04/28/2021	04/28/2021	572.91	0.00	0.00								572.91
S0269661	05/26/2021	05/26/2021	164.98	0.00	0.00								164.98
S0269660	05/26/2021	05/26/2021	806.82	0.00	0.00								806.82
S0269665	() 05/28/2021	() 05/28/2021	2,046.43	397.32	0.00								1,649.11
S0271866	11/24/2021	() 11/24/2021	1,233.96	0.00	0.00						1,233.96		
S0271886	11/24/2021	11/24/2021	1,241.81	0.00	0.00						1,241.81		
S0272078	12/08/2021	12/08/2021	521.55	0.00	0.00					521.55			
S0272148	() 12/15/2021	12/15/2021	289.79	0.00	0.00					289.79			
		Total for BUR004 :	9,558.61	636.06	0.00	8,922.55	0.00	8,922.55	0.00	811.34	2,475.77	0.00	5,635.44
Vendor #:	CAN001 (Canadian Linen and Uniform Services)												
5110185047	03/01/2021	03/22/2021	1,436.38	1,254.89	0.00								181.49
5110185248	03/11/2021	04/01/2021	162.65	44.14	0.00								118.51
		Total for CAN001 :	1,599.03	1,299.03	0.00	300.00	0.00	300.00	0.00	0.00	0.00	0.00	300.00
Vendor #:	CAN006 (Canadian Bearing Ltd.)												
29333798-00	12/06/2021	01/05/2022	408.43	408.20	0.00				0.23				
		Total for CAN006 :	408.43	408.20	0.00	0.23	0.00	0.23	0.23	0.00	0.00	0.00	0.00
Vendor #:	CAN012 (Can-Am Instruments Ltd)												
0064245-IN	04/28/2021	04/28/2021	784.08	0.00	0.00								784.08
0064276-IN	05/03/2021	06/03/2021	508.50	0.00	0.00								508.50
		Total for CAN012 :	1,292.58	0.00	0.00	1,292.58	0.00	1,292.58	0.00	0.00	0.00	0.00	1,292.58

Electronically filed / Déposé par voie électronique : 23-Sep-2022
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-22-00684100-00CL

U8024759	06/11/2021	06/26/2021	241.82	0.00	0.00									241.82
U8024808	06/15/2021	06/30/2021	193.46	0.00	0.00									193.46
U8024852	06/17/2021	07/02/2021	194.54	0.00	0.00									194.54
U8024869	06/18/2021	07/03/2021	245.21	0.00	0.00									245.21
U8024910	06/22/2021	07/07/2021	225.16	0.00	0.00									225.16
U8024952	06/24/2021	07/09/2021	277.44	0.00	0.00									277.44
U8024967	06/25/2021	07/10/2021	306.32	0.00	0.00									306.32
U8025028	06/29/2021	07/14/2021	229.74	0.00	0.00									229.74
U8027825	12/21/2021	01/05/2022	136.00	39.13	0.00				96.87					
U8027849	12/22/2021	01/06/2022	191.58	0.00	0.00				191.58					
U8027872	12/23/2021	01/07/2022	194.35	0.00	0.00				194.35					
U8027909	12/24/2021	01/08/2022	83.29	0.00	0.00				83.29					
U8027973	12/30/2021	01/14/2022	113.99	0.00	0.00				113.99					
U8027980	12/30/2021	01/14/2022	113.99	0.00	0.00				113.99					
U8028017	01/04/2022	01/19/2022	113.99	0.00	0.00				113.99					
U8028069	01/06/2022	01/21/2022	28.27	0.00	0.00				28.27					
U8028091	01/07/2022	01/22/2022	197.91	0.00	0.00				197.91					
U8028148	01/13/2022	01/28/2022	29.20	0.00	0.00				29.20					
U8028166	01/14/2022	01/29/2022	172.82	0.00	0.00				172.82					
U8028233	01/19/2022	02/03/2022	29.04	0.00	0.00	29.04								
U8028281	01/21/2022	02/05/2022	58.08	0.00	0.00	58.08								
U8028337	01/25/2022	02/09/2022	116.03	0.00	0.00	116.03								
U8028389	01/27/2022	02/11/2022	29.40	0.00	0.00	29.40								
U8028407	01/28/2022	02/12/2022	356.90	0.00	0.00	356.90								
		Total for EDP001 :	4,264.45	225.59	0.00	4,038.86	589.45	3,449.41	1,336.26	0.00	0.00	0.00		2,113.15
Vendor #:	ELEC01 (Electrical Safety Authority)													
98607388	06/01/2021	07/01/2021	1,415.26	0.00	0.00									1,415.26
98607388*	09/10/2021	10/10/2021	57.22	0.00	0.00								57.22	
		Total for ELEC01 :	1,472.48	0.00	0.00	1,472.48	0.00	1,472.48	0.00	0.00	0.00	57.22		1,415.26
Vendor #:	ENB002 (Enbridge 4500 EASTG.#93 06 10 04834 0))													
10272021	10/27/2021	11/15/2021	69,548.95	62,307.50	0.00							7,241.45		
11252021	11/25/2021	12/14/2021	65,771.80	0.00	0.00						65,771.80			
12242021	12/24/2021	01/12/2022	60,425.14	0.00	0.00					60,425.14				
01262022	01/26/2022	02/14/2022	47,674.09	0.00	0.00		47,674.09							
		Total for ENB002 :	243,419.98	62,307.50	0.00	181,112.48	47,674.09	133,438.39	60,425.14	65,771.80	7,241.45	0.00		0.00
Vendor #:	ENB005 (Enbridge Acc.#062136735055)													
05142021	05/14/2021	06/04/2021	934.64	934.64	0.00									0.00
06112021	06/11/2021	07/02/2021	406.97	406.97	0.00									0.00
07132021	07/13/2021	08/03/2021	577.18	577.18	0.00									0.00
08122021	08/12/2021	09/02/2021	436.07	436.07	0.00									0.00
09152021	09/15/2021	10/06/2021	148.85	148.85	0.00								0.00	
10132021	10/13/2021	11/03/2021	205.91	0.00	0.00						205.91			
10152021	10/15/2021	11/05/2021	32.94	0.00	0.00						32.94			
		Total for ENB005 :	2,742.56	2,503.71	0.00	238.85	0.00	238.85	0.00	0.00	238.85	0.00		0.00
Vendor #:	ENB006 (Enbridge UNIT 9 Acc.#91 00 07 71933 3)													
08192021	08/19/2021	09/09/2021	72.24	51.31	0.00									20.93
09212021	09/21/2021	10/12/2021	155.46	0.00	0.00								155.46	
10202021	10/20/2021	11/10/2021	78.60	0.00	0.00						78.60			
11192021	11/19/2021	12/10/2021	819.50	0.00	0.00					819.50				
12202021	12/20/2021	01/10/2022	968.01	0.00	0.00				968.01					
01202022	01/20/2022	02/10/2022	1,410.62	0.00	0.00		1,410.62							
		Total for ENB006 :	3,504.43	51.31	0.00	3,453.12	1,410.62	2,042.50	968.01	819.50	78.60	155.46		20.93
Vendor #:	ENB012 (Enbridge UNIT 7 (Acc.#91 00 07 71901 5))													
11192021	11/19/2021	12/10/2021	192.44	0.00	0.00						192.44			
12202021	12/20/2021	01/10/2022	150.00	0.00	0.00				150.00					
01202022	01/20/2022	02/10/2022	288.31	0.00	0.00		288.31							
		Total for ENB012 :	630.75	0.00	0.00	630.75	288.31	342.44	150.00	192.44	0.00	0.00		0.00
Vendor #:	ENB017 (Enbridge UNIT 1 (Acc.#91 00 06 89960 1))													

Electronically filed / Déposé par voie électronique : 23-Sep-2022
 Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-22-00684100-00CL

037731263904	03/26/2021	04/19/2021	6,821.96	0.00	0.00								6,821.96
037266354690	04/30/2021	05/25/2021	6,973.22	0.00	0.00								6,973.22
037242658411	05/31/2021	06/19/2021	6,032.52	0.00	0.00								6,032.52
037828520092	06/28/2021	07/17/2021	8,591.27	0.00	0.00								8,591.27
037582918960	07/29/2021	08/17/2021	8,923.16	0.00	0.00								8,923.16
037225060069	08/30/2021	09/18/2021	8,602.91	0.00	0.00								8,602.91
037499829696	09/29/2021	10/18/2021	8,662.01	0.00	0.00							8,662.01	
037909120408	10/29/2021	11/17/2021	7,483.76	0.00	0.00					7,483.76			
12302021	12/30/2021	01/18/2022	7,529.50	0.00	0.00			7,529.50					
01312022	01/31/2022	02/19/2022	6,045.64	0.00	0.00			6,045.64					
11012021	01/31/2022	02/19/2022	6,778.97	0.00	0.00			6,778.97					
		Total for ENE028 :	96,309.93	1,000.00	0.00	95,309.93	12,824.61	82,485.32	7,529.50	0.00	7,483.76	8,662.01	58,810.05
Vendor #:	ENE029 (Enersource 4560 EAST Acc#1708888297)												
170725887373	01/14/2021	02/08/2021	779.94	0.00	0.00								779.94
170490939297	02/11/2021	03/08/2021	630.04	0.00	0.00								630.04
170758914911	03/11/2021	04/06/2021	668.04	0.00	0.00								668.04
170967757651	04/15/2021	05/10/2021	641.32	0.00	0.00								641.32
170067042535	05/13/2021	06/07/2021	494.86	0.00	0.00								494.86
170312756555	06/11/2021	07/02/2021	551.15	0.00	0.00								551.15
170873480678	07/14/2021	08/04/2021	740.02	0.00	0.00								740.02
170128025393	08/13/2021	09/03/2021	752.01	0.00	0.00								752.01
170821417176	09/14/2021	10/05/2021	735.65	0.00	0.00							735.65	
170646391896	10/14/2021	11/04/2021	482.64	0.00	0.00					482.64			
170047543837	11/11/2021	12/02/2021	506.21	0.00	0.00					506.21			
170241904390	12/13/2021	01/03/2022	769.13	0.00	0.00				769.13				
01142022	01/14/2022	02/04/2022	820.73	0.00	0.00			820.73					
		Total for ENE029 :	8,571.74	0.00	0.00	8,571.74	820.73	7,751.01	769.13	506.21	482.64	735.65	5,257.38
Vendor #:	EQU001 (The Equitable Life Insurance Company of)												
03222021	03/22/2021	04/12/2021	20,930.17	0.00	0.00								20,930.17
04012021	04/01/2021	04/01/2021	10,928.96	0.00	0.00								10,928.96
05/01/2021	05/01/2021	05/01/2021	11,421.76	0.00	0.00								11,421.76
10012021	10/01/2021	10/01/2021	9,268.21	0.00	0.00								9,268.21
		Total for EQU001 :	52,549.10	0.00	0.00	52,549.10	0.00	52,549.10	0.00	0.00	0.00	0.00	52,549.10
Vendor #:	ERI003 (Eric Cohen)												
05052021	05/05/2021	05/05/2021	100.00	0.00	0.00								100.00
05112021	05/11/2021	05/11/2021	100.00	0.00	0.00								100.00
05132021	05/13/2021	05/13/2021	100.00	0.00	0.00								100.00
05182021	05/18/2021	05/18/2021	100.00	0.00	0.00								100.00
06012021	06/01/2021	06/01/2021	100.00	0.00	0.00								100.00
06032021	06/03/2021	06/03/2021	900.00	0.00	0.00								900.00
06152021	06/15/2021	06/15/2021	100.00	0.00	0.00								100.00
06242021	06/24/2021	06/24/2021	100.00	0.00	0.00								100.00
06292021	06/29/2021	06/29/2021	100.00	0.00	0.00								100.00
07272021	07/27/2021	07/27/2021	100.00	0.00	0.00								100.00
08102021	08/10/2021	08/10/2021	100.00	0.00	0.00								100.00
08242021	08/24/2021	08/24/2021	100.00	0.00	0.00								100.00
08312021	09/01/2021	09/01/2021	100.00	0.00	0.00								100.00
09162021	09/16/2021	09/16/2021	100.00	0.00	0.00								100.00
09282021	09/28/2021	09/28/2021	100.00	0.00	0.00								100.00
09302021	09/30/2021	09/30/2021	100.00	0.00	0.00								100.00
10122021	10/12/2021	10/12/2021	100.00	0.00	0.00							100.00	
10262021	10/26/2021	10/26/2021	100.00	0.00	0.00							100.00	
11162021	11/26/2021	11/26/2021	100.00	0.00	0.00						100.00		
11302021	11/30/2021	11/30/2021	100.00	0.00	0.00						100.00		
01112022	01/11/2022	01/11/2022	100.00	0.00	0.00				100.00				
		Total for ERI003 :	2,900.00	0.00	0.00	2,900.00	0.00	2,900.00	100.00	0.00	200.00	200.00	2,400.00
Vendor #:	ESSO001 (ESSO IMPERIAL OIL)												
77564995	01/13/2022	02/12/2022	219.17	0.00	0.00		219.17						

Electronically filed / Déposé par voie électronique : 23-Sep-2022
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-22-00684100-00CL

10475RED	07/22/2021	08/11/2021	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
10483ALL	07/22/2021	08/21/2021	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
10476RED	07/23/2021	08/12/2021	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
10481WEGO	07/26/2021	08/25/2021	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
10488ALL	07/27/2021	08/26/2021	84,542.00	0.00	0.00	84,542.00
10449RED	07/27/2021	08/26/2021	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
10489ALL	07/28/2021	08/27/2021	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
10490ALL	07/29/2021	08/28/2021	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
10501RED	07/30/2021	08/19/2021	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
10503RED	() 07/31/2021	08/20/2021	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
10518RED	08/02/2021	08/22/2021	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
10504RED	08/04/2021	08/24/2021	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
10521RED	08/05/2021	08/25/2021	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
10523RED	08/06/2021	08/26/2021	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
10528RED	08/09/2021	08/29/2021	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
10529RED	08/10/2021	08/30/2021	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
10531RED	08/11/2021	08/31/2021	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
10533RED	08/13/2021	09/02/2021	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
10540ALL	08/13/2021	09/12/2021	140,503.36	0.00	0.00	140,503.36
10541ALL	08/13/2021	09/12/2021	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
10551RED	08/16/2021	09/05/2021	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
10542ALL	08/17/2021	09/16/2021	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
10553RED	08/18/2021	09/07/2021	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
10555RED	08/19/2021	09/08/2021	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
10545ALL	08/20/2021	09/19/2021	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
10568RED	08/23/2021	09/12/2021	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
10569RED	08/24/2021	09/13/2021	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
10571RED	08/26/2021	09/15/2021	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
10582RED	08/30/2021	09/19/2021	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
10584RED	08/31/2021	09/20/2021	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

Electronically filed / Déposé par voie électronique : 23-Sep-2022
 Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-22-00684100-00CL

10586RED	09/02/2021	09/22/2021	11,816.37	0.00	0.00			11,816.37
10573RED	09/02/2021	09/22/2021	11,605.74	0.00	0.00			11,605.74
10587RED	09/03/2021	09/23/2021	11,708.89	0.00	0.00			11,708.89
10598RED	09/07/2021	09/27/2021	11,808.47	0.00	0.00			11,808.47
10599RED	() 09/08/2021	09/28/2021	11,588.58	0.00	0.00			11,588.58
10600RED	09/09/2021	09/29/2021	11,796.68	0.00	0.00			11,796.68
10601RED	09/10/2021	09/30/2021	11,657.15	0.00	0.00			11,657.15
10602RED	09/12/2021	10/02/2021	11,628.68	0.00	0.00			11,628.68
10622RED	09/13/2021	10/03/2021	11,597.04	0.00	0.00		11,597.04	
10609ALL	09/14/2021	10/14/2021	270,051.64	0.00	0.00		270,051.64	
10623RED	09/14/2021	10/04/2021	11,612.64	0.00	0.00		11,612.64	
10610ALL	09/15/2021	10/15/2021	74,650.39	0.00	0.00		74,650.39	
10624RED	09/15/2021	10/05/2021	8,771.89	0.00	0.00		8,771.89	
10625RED	09/16/2021	10/06/2021	8,266.68	0.00	0.00		8,266.68	
10611ALL	09/16/2021	10/16/2021	124,730.00	0.00	0.00		124,730.00	
10612ALL	09/17/2021	10/17/2021	73,035.75	0.00	0.00		73,035.75	
10626RED	09/17/2021	10/07/2021	11,542.06	0.00	0.00		11,542.06	
10627RED	09/17/2021	10/07/2021	11,634.66	0.00	0.00		11,634.66	
10628RED	09/18/2021	10/08/2021	11,726.24	0.00	0.00		11,726.24	
10613ALL	09/20/2021	10/20/2021	81,315.00	0.00	0.00		81,315.00	
10637RED	09/20/2021	10/10/2021	11,700.87	0.00	0.00		11,700.87	
10638RED	09/21/2021	10/11/2021	8,734.75	0.00	0.00		8,734.75	
10616ALL	09/21/2021	10/21/2021	71,914.16	0.00	0.00		71,914.16	
10614ALL	() 09/22/2021	10/22/2021	67,118.00	0.00	0.00		67,118.00	
10639RED	09/22/2021	() 10/12/2021	8,869.17	0.00	0.00		8,869.17	
10640RED	() 09/23/2021	10/13/2021	9,265.46	0.00	0.00		9,265.46	
10615ALL	09/23/2021	10/23/2021	115,335.00	0.00	0.00		115,335.00	
10641RED	09/24/2021	10/14/2021	11,554.33	0.00	0.00		11,554.33	
10642RED	09/24/2021	10/14/2021	11,567.19	0.00	0.00		11,567.19	
10643RED	09/25/2021	10/15/2021	11,522.20	0.00	0.00		11,522.20	
10653RED	09/27/2021	10/17/2021	11,646.33	0.00	0.00		11,646.33	
10617BEE-MAID	() 09/28/2021	() 10/28/2021	48,508.27	0.00	0.00		48,508.27	
10654RED	09/28/2021	10/18/2021	11,563.97	0.00	0.00		11,563.97	
10655RED	09/29/2021	10/19/2021	11,529.22	0.00	0.00		11,529.22	
10656RED	09/30/2021	10/20/2021	11,662.37	0.00	0.00		11,662.37	
10657RED	10/01/2021	10/21/2021	11,535.64	0.00	0.00		11,535.64	
10618WEGO	10/01/2021	10/31/2021	46,854.79	0.00	0.00		46,854.79	
10608ALL	10/01/2021	10/31/2021	79,001.00	0.00	0.00		79,001.00	
10658RED	10/02/2021	10/22/2021	11,568.20	0.00	0.00		11,568.20	
10659RED	10/02/2021	10/22/2021	11,648.60	0.00	0.00		11,648.60	
10666RED	10/04/2021	10/24/2021	11,683.22	0.00	0.00		11,683.22	
10667RED	10/05/2021	10/25/2021	11,641.09	0.00	0.00		11,641.09	
10668RED	10/06/2021	() 10/26/2021	11,753.55	0.00	0.00		11,753.55	
10669RED	10/07/2021	10/27/2021	11,727.84	0.00	0.00		11,727.84	
10671RED	10/09/2021	10/29/2021	11,755.41	0.00	0.00		11,755.41	
10675ALL	() 10/12/2021	11/11/2021	170,901.59	0.00	0.00		170,901.59	
10676ALL	() 10/12/2021	11/11/2021	69,412.50	0.00	0.00		69,412.50	
10670RED	10/12/2021	11/01/2021	11,566.60	0.00	0.00			11,566.60
10677ALL	10/13/2021	11/12/2021	154,402.43	0.00	0.00		154,402.43	
10689RED	10/14/2021	11/03/2021	11,667.52	0.00	0.00		11,667.52	
10690RED	10/15/2021	() 11/04/2021	11,562.37	0.00	0.00		11,562.37	
10678ALL	10/15/2021	11/14/2021	94,080.00	0.00	0.00		94,080.00	
10682WEGO	10/15/2021	11/14/2021	69,822.79	0.00	0.00		69,822.79	
10679ALL	10/16/2021	11/15/2021	70,132.90	0.00	0.00		70,132.90	
10691RED	10/16/2021	11/05/2021	11,589.68	0.00	0.00		11,589.68	
10693RED	10/18/2021	11/07/2021	11,555.39	0.00	0.00		11,555.39	
10680ALL	10/18/2021	11/17/2021	26,882.07	0.00	0.00		26,882.07	
10694RED	10/19/2021	11/18/2021	11,697.32	0.00	0.00		11,697.32	

Electronically filed / Déposé par voie électronique : 23-Sep-2022
 Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-22-00684100-00CL

10695RED	() 10/20/2021	11/09/2021	11,734.27	0.00	0.00		11,734.27
10696RED	10/21/2021	11/10/2021	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		48,508.27
10697RED	10/22/2021	11/11/2021	11,771.22	0.00	0.00		11,771.22
10698RED	10/22/2021	11/11/2021	11,743.91	0.00	0.00		11,743.91
10708RED	() 10/26/2021	() 11/15/2021	8,858.77	0.00	0.00		8,858.77
10709RED	10/27/2021	11/16/2021	11,637.39	0.00	0.00		11,637.39
10710RED	() 10/28/2021	11/17/2021	8,922.80	0.00	0.00		8,922.80
10711RED	10/29/2021	11/18/2021	8,760.41	0.00	0.00		8,760.41
10712RED	10/30/2021	11/19/2021	11,647.51	0.00	0.00		11,647.51
10707RED	11/01/2021	11/21/2021	8,678.60	0.00	0.00		8,678.60
10722RED	11/02/2021	11/22/2021	10,252.30	0.00	0.00		10,252.30
10739RED	11/02/2021	11/22/2021	11,622.67	0.00	0.00		11,622.67
10725RED	11/03/2021	11/23/2021	8,737.65	0.00	0.00		8,737.65
10723RED	11/03/2021	11/23/2021	8,766.83	0.00	0.00		8,766.83
10724RED	11/04/2021	11/24/2021	8,807.13	0.00	0.00		8,807.13
10727ALL	11/04/2021	12/04/2021	207,086.44	0.00	0.00	207,086.44	
10740RED	11/04/2021	11/24/2021	8,787.68	0.00	0.00		8,787.68
10741RED	11/05/2021	11/25/2021	11,686.07	0.00	0.00		11,686.07
10744RED	11/06/2021	11/26/2021	11,682.86	0.00	0.00		11,682.86
10726RED	11/06/2021	11/26/2021	11,718.52	0.00	0.00		11,718.52
10756RED	11/07/2021	11/27/2021	11,506.76	0.00	0.00		11,506.76
10721RED	11/08/2021	11/28/2021	11,619.70	0.00	0.00		11,619.70
10745RED	11/08/2021	11/28/2021	11,825.84	0.00	0.00		11,825.84
10728ALL	() 11/09/2021	12/09/2021	85,432.80	0.00	0.00	85,432.80	
10746RED	11/09/2021	11/29/2021	11,589.13	0.00	0.00		11,589.13
10747RED	11/10/2021	11/30/2021	11,694.45	0.00	0.00		11,694.45
10729ALL	11/10/2021	12/10/2021	138,527.20	0.00	0.00	138,527.20	
10730ALL	11/10/2021	12/10/2021	69,832.15	0.00	0.00	69,832.15	
10748RED	11/10/2021	11/30/2021	11,606.22	0.00	0.00		11,606.22
10751RED	11/12/2021	12/02/2021	11,678.04	0.00	0.00	11,678.04	
10755RED	11/15/2021	() 12/05/2021	11,844.95	0.00	0.00	11,844.95	
10754RED	11/15/2021	12/05/2021	11,755.77	0.00	0.00	11,755.77	
10733ALL	11/16/2021	12/16/2021	45,675.00	0.00	0.00	45,675.00	
10731ALL	11/16/2021	12/16/2021	112,415.19	0.00	0.00	112,415.19	
10766RED	11/16/2021	12/06/2021	11,680.33	0.00	0.00	11,680.33	
10767RED	11/17/2021	12/07/2021	11,636.70	0.00	0.00	11,636.70	
10732ALL	11/17/2021	12/17/2021	72,921.24	0.00	0.00	72,921.24	
10768RED	11/18/2021	12/08/2021	11,668.40	0.00	0.00	11,668.40	
10772RED	11/20/2021	12/10/2021	11,553.28	0.00	0.00	11,553.28	
10775RED	11/22/2021	12/12/2021	11,819.58	0.00	0.00	11,819.58	
10783RED	11/23/2021	12/13/2021	11,639.91	0.00	0.00	11,639.91	
10784RED	11/24/2021	12/14/2021	11,711.78	0.00	0.00	11,711.78	
10786RED	11/25/2021	12/15/2021	11,613.26	0.00	0.00	11,613.26	
10788RED	11/26/2021	12/16/2021	9,762.91	0.00	0.00	9,762.91	
10790RED	11/28/2021	12/18/2021	11,671.18	0.00	0.00	11,671.18	
10791RED	11/29/2021	12/19/2021	10,227.32	0.00	0.00	10,227.32	
10801RED	11/30/2021	12/20/2021	8,122.74	0.00	0.00	8,122.74	
10805RED	12/02/2021	12/22/2021	11,595.82	0.00	0.00	11,595.82	
10808RED	12/05/2021	12/25/2021	11,570.40	0.00	0.00	11,570.40	
10810RED	12/06/2021	12/26/2021	11,664.31	0.00	0.00	11,664.31	
10815RED	12/07/2021	12/27/2021	11,939.91	0.00	0.00	11,939.91	
10817RED	12/08/2021	12/28/2021	11,453.48	0.00	0.00	11,453.48	
10818RED	12/09/2021	12/29/2021	11,689.94	0.00	0.00	11,689.94	
10820RED	12/10/2021	12/30/2021	11,653.94	0.00	0.00	11,653.94	
10823RED	12/13/2021	() 01/02/2022	11,729.74	0.00	0.00	11,729.74	
10831RED	12/14/2021	01/13/2022	11,688.04	0.00	0.00	11,688.04	
10848RED	01/04/2022	01/24/2022	17,418.21	0.00	0.00	17,418.21	

Electronically filed / Déposé par voie électronique : 23-Sep-2022
 Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-22-00684100-00CL

		Total for KAY003 :	904.00	0.00	0.00	904.00	0.00	904.00	0.00	0.00	0.00	0.00	904.00
Vendor #:	KEV001 (Kevin Greenhead)												
DEC 2021	01/01/2022	() 01/01/2022	696.40	0.00	0.00				696.40				
JAN 2022	01/01/2022	01/01/2022	679.40	0.00	0.00				679.40				
		Total for KEV001 :	1,375.80	0.00	0.00	1,375.80	0.00	1,375.80	1,375.80	0.00	0.00	0.00	0.00
Vendor #:	KEY001 (Keystone Steam Supplies)												
47408	01/01/2022	01/31/2022	25,076.40	0.00	0.00	25,076.40	25,076.40	0.00	0.00	0.00	0.00	0.00	0.00
		Total for KEY001 :	25,076.40	0.00	0.00	25,076.40	25,076.40	0.00	0.00	0.00	0.00	0.00	0.00
Vendor #:	KLU001 (Klug Law)												
9505	01/03/2022	02/02/2022	2,217.12	0.00	0.00		2,217.12						
9504	01/03/2022	() 02/02/2022	10,208.81	854.02	0.00		9,354.79						
		Total for KLU001 :	12,425.93	854.02	0.00	11,571.91	11,571.91	0.00	0.00	0.00	0.00	0.00	0.00
Vendor #:	LIF003 (Lift North America)												
00017774	06/14/2021	07/14/2021	595.62	0.00	0.00								595.62
00018675	07/09/2021	08/08/2021	518.50	0.00	0.00								518.50
00018676	08/19/2021	09/18/2021	835.65	0.00	0.00								835.65
00018847	09/01/2021	10/01/2021	1,327.75	0.00	0.00								1,327.75
00019052	09/05/2021	10/05/2021	1,327.75	0.00	0.00								1,327.75
666783	09/26/2021	10/26/2021	56.60	0.00	0.00								56.60
00021219	10/27/2021	11/26/2021	3,062.30	0.00	0.00					3,062.30			
00021303	11/01/2021	12/01/2021	336.12	0.00	0.00					336.12			
00021305	11/01/2021	12/01/2021	967.28	0.00	0.00					967.28			
0021372	11/01/2021	12/01/2021	444.75	0.00	0.00					444.75			
00021304	11/10/2021	12/10/2021	336.12	0.00	0.00					336.12			
00021651	11/24/2021	12/24/2021	2,655.50	0.00	0.00					2,655.50			
00022285	() 12/22/2021	01/21/2022	2,655.50	0.00	0.00			2,655.50					
00022452	() 12/22/2021	01/21/2022	666.36	0.00	0.00			666.36					
00017718	12/23/2021	01/22/2022	1,327.75	0.00	0.00			1,327.75					
00022643	12/29/2021	01/28/2022	883.61	0.00	0.00			883.61					
00023040	01/19/2022	02/18/2022	1,327.75	0.00	0.00		1,327.75						
		Total for LIF003 :	19,324.91	0.00	0.00	19,324.91	1,327.75	17,997.16	5,533.22	2,991.62	4,810.45	1,384.35	3,277.52
Vendor #:	LIF004 (Lift North America)												
00017192	05/11/2021	06/10/2021	207.33	0.00	0.00								207.33
00019715	09/15/2021	09/15/2021	525.90	0.00	0.00								525.90
00019986	09/17/2021	09/17/2021	530.96	0.00	0.00								530.96
00020300	09/29/2021	09/29/2021	493.63	0.00	0.00								493.63
00020819	10/06/2021	10/06/2021	767.53	0.00	0.00							767.53	
00020682	10/08/2021	10/08/2021	336.12	0.00	0.00							336.12	
00020684	10/13/2021	10/13/2021	106.20	0.00	0.00							106.20	
00020683	10/14/2021	10/14/2021	229.93	0.00	0.00							229.93	
00021306	11/01/2021	11/01/2021	587.54	0.00	0.00							587.54	
00022453	12/22/2021	12/22/2021	1,258.26	0.00	0.00					1,258.26			
		Total for LIF004 :	5,043.40	0.00	0.00	5,043.40	0.00	5,043.40	0.00	1,258.26	0.00	2,027.32	1,757.82
Vendor #:	LIF005 (LIFT NORTH AMERICA)												
00019573	08/20/2021	() 08/20/2021	1,642.66	1,144.64	0.00								498.02
00019572	() 08/23/2021	08/23/2021	566.84	0.00	0.00								566.84
00018677	08/27/2021	08/27/2021	1,643.87	0.00	0.00								1,643.87
00019570	08/31/2021	08/31/2021	1,123.90	0.00	0.00								1,123.90
00019716	08/31/2021	08/31/2021	337.72	0.00	0.00								337.72
00020520	09/29/2021	09/29/2021	1,666.75	0.00	0.00								1,666.75
00020820	10/21/2021	10/21/2021	1,216.12	0.00	0.00							1,216.12	
00020874	10/27/2021	10/27/2021	1,327.75	0.00	0.00							1,327.75	
00021307	11/05/2021	11/05/2021	874.24	0.00	0.00						874.24		
00021308	11/05/2021	11/05/2021	1,469.78	0.00	0.00						1,469.78		
00021687	() 11/24/2021	11/24/2021	1,327.75	0.00	0.00						1,327.75		
00021534	11/25/2021	11/25/2021	531.42	0.00	0.00						531.42		
00021535	11/25/2021	11/25/2021	1,387.72	0.00	0.00						1,387.72		
00021942	12/15/2021	12/15/2021	-1,658.84	0.00	0.00					-1,658.84			

Electronically filed / Déposé par voie électronique : 23-Sep-2022
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-22-00684100-00CL

12102021	12/10/2021	01/09/2022	117.60	0.00	0.00				117.60				
01132022	() 01/13/2022	() 02/12/2022	3.62	0.00	0.00		3.62						
		Total for REL001 :	251.40	6.44	0.00	244.96	3.62	241.34	117.60	1.83	1.81	119.40	0.70
Vendor #:	REL005 (Reliance Home Comfort)												
12102021	12/10/2021	12/31/2021	1.41	0.00	0.00						1.41		
		Total for REL005 :	1.41	0.00	0.00	1.41	0.00	1.41	0.00	1.41	0.00	0.00	0.00
Vendor #:	RELI001 (Reliable Lock&Safe Company)												
48149	03/01/2021	04/01/2021	1,881.45	0.00	0.00								1,881.45
48202	03/02/2021	03/02/2021	864.45	0.00	0.00								864.45
		Total for RELI001 :	2,745.90	0.00	0.00	2,745.90	0.00	2,745.90	0.00	0.00	0.00	0.00	2,745.90
Vendor #:	REN001 (Renata Trytko)												
VARIOUSEXPENSES	09/22/2021	09/22/2021	515.35	464.83	0.00								50.52
		Total for REN001 :	515.35	464.83	0.00	50.52	0.00	50.52	0.00	0.00	0.00	0.00	50.52
Vendor #:	RIE001 (Riepert Salt & Supply Inc.)												
440297	10/27/2021	11/26/2021	3,474.07	0.00	0.00						3,474.07		
443402	12/07/2021	01/06/2022	3,474.07	0.00	0.00				3,474.07				
		Total for RIE001 :	6,948.14	0.00	0.00	6,948.14	0.00	6,948.14	3,474.07	0.00	3,474.07	0.00	0.00
Vendor #:	ROB001 (Rob DeBoer)												
210810	08/14/2021	08/14/2021	9,000.00	3,500.00	0.00								5,500.00
210920	09/20/2021	09/20/2021	452.66	0.00	0.00								452.66
		Total for ROB001 :	9,452.66	3,500.00	0.00	5,952.66	0.00	5,952.66	0.00	0.00	0.00	0.00	5,952.66
Vendor #:	ROC002 (Rocketline)												
360030	() 05/27/2021	() 06/26/2021	1,403.46	0.00	0.00								1,403.46
360031	05/27/2021	06/26/2021	3,141.40	0.00	0.00								3,141.40
		Total for ROC002 :	4,544.86	0.00	0.00	4,544.86	0.00	4,544.86	0.00	0.00	0.00	0.00	4,544.86
Vendor #:	ROG002 (ROGERS MEDIA)												
704694	01/31/2021	03/02/2021	819.25	0.00	0.00								819.25
AB-3012	01/27/2022	02/26/2022	3,277.00	0.00	0.00			3,277.00					
		Total for ROG002 :	4,096.25	0.00	0.00	4,096.25	3,277.00	819.25	0.00	0.00	0.00	0.00	819.25
Vendor #:	SOL001 (Sol Metal & Paper Recycling Ltd)												
3836	12/31/2021	12/31/2021	8,273.40	0.00	0.00						8,273.40		
3445	01/01/2022	01/01/2022	282.50	0.00	0.00				282.50				
		Total for SOL001 :	8,555.90	0.00	0.00	8,555.90	0.00	8,555.90	282.50	8,273.40	0.00	0.00	0.00
Vendor #:	SPI001 (Spirax Sarco Canada Ltd.)												
454889	03/18/2021	04/17/2021	2,156.71	2,156.71	0.00								0.00
		Total for SPI001 :	2,156.71	2,156.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor #:	SWA001 (Swara Controls Inc.)												
2021-3908	11/08/2021	12/08/2021	1,898.40	0.00	0.00						1,898.40		
		Total for SWA001 :	1,898.40	0.00	0.00	1,898.40	0.00	1,898.40	0.00	1,898.40	0.00	0.00	0.00
Vendor #:	T&S001 (T&S Decor Drapery Inc.)												
9933	() 11/30/2021	11/30/2021	1,101.75	0.00	0.00							1,101.75	
		Total for T&S001 :	1,101.75	0.00	0.00	1,101.75	0.00	1,101.75	0.00	0.00	1,101.75	0.00	0.00
Vendor #:	TAP002 (Tap That Mechanical Ltd.)												
1212	11/05/2021	12/05/2021	4,271.40	0.00	0.00						4,271.40		
1222	11/14/2021	12/14/2021	644.10	0.00	0.00						644.10		
1242	12/10/2021	() 01/09/2022	248.60	0.00	0.00				248.60				
		Total for TAP002 :	5,164.10	0.00	0.00	5,164.10	0.00	5,164.10	248.60	4,915.50	0.00	0.00	0.00
Vendor #:	TEC001 (Technical Standards and Safety Authority)												
9016126	05/22/2021	05/22/2021	42.38	0.00	0.00								42.38
		Total for TEC001 :	42.38	0.00	0.00	42.38	0.00	42.38	0.00	0.00	0.00	0.00	42.38
Vendor #:	TER002 (Terago Networks Inc)												
842458	07/07/2021	08/06/2021	1,261.93	1,261.92	0.00								0.01
859889	01/10/2022	() 02/09/2022	1,261.92	1,261.65	0.00			0.27					
		Total for TER002 :	2,523.85	2,523.57	0.00	0.28	0.27	0.01	0.00	0.00	0.00	0.00	0.01
Vendor #:	TIP001 (TIP Fleet Services Canada Ltd.)												
11221316	11/30/2021	12/30/2021	1,515.33	0.00	0.00						1,515.33		
11222069	12/31/2021	01/30/2022	1,515.33	0.00	0.00				1,515.33				
11223020	01/31/2022	03/02/2022	1,515.33	0.00	0.00			1,515.33					

Electronically filed / Déposé par voie électronique : 23-Sep-2022
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-22-00684100-00CL

		Total for TIP001 :	4,545.99	0.00	0.00	4,545.99	1,515.33	3,030.66	1,515.33	1,515.33	0.00	0.00	0.00
Vendor #:	TOP003 (Top 5 Solutions Ltd.)												
11-12-2021	01/01/2022	01/31/2022	247.90	0.00	0.00	247.90	247.90						
		Total for TOP003 :	247.90	0.00	0.00	247.90	247.90	0.00	0.00	0.00	0.00	0.00	0.00
Vendor #:	TOR006 (Toronto Viva)												
1775	() 04/30/2021	05/30/2021	5,237.55	2,868.26	0.00								2,369.29
1776	05/31/2021	06/30/2021	5,344.90	0.00	0.00								5,344.90
1777	12/31/2021	01/30/2022	3,107.50	0.00	0.00				3,107.50				
1778	12/31/2021	01/30/2022	4,847.70	0.00	0.00				4,847.70				
1779	() 12/31/2021	() 01/30/2022	4,839.79	0.00	0.00				4,839.79				
1780	12/31/2021	01/30/2022	4,101.90	0.00	0.00				4,101.90				
		Total for TOR006 :	27,479.34	2,868.26	0.00	24,611.08	0.00	24,611.08	16,896.89	0.00	0.00	0.00	7,714.19
Vendor #:	TOW001 (Town of Whitchurch-Stouffville)												
07052021	05/07/2021	05/28/2021	35.00	0.00	0.00								35.00
		Total for TOW001 :	35.00	0.00	0.00	35.00	0.00	35.00	0.00	0.00	0.00	0.00	35.00
Vendor #:	TRI006 (Trinity Industrial Supply Inc)												
3746	01/31/2022	03/02/2022	639.99	0.00	0.00		639.99						
3747	01/31/2022	03/02/2022	38.58	0.00	0.00		38.58						
3745	01/31/2022	03/02/2022	1,006.82	0.00	0.00		1,006.82						
		Total for TRI006 :	1,685.39	0.00	0.00	1,685.39	1,685.39	0.00	0.00	0.00	0.00	0.00	0.00
Vendor #:	TRY001 (TRY HARD INDUSTRIAL SUPPLY COMPANY LTD.)												
1906228185	() 01/05/2022	() 02/04/2022	297.57	0.00	0.00		297.57						
1906228186	01/05/2022	02/04/2022	4.34	0.00	0.00		4.34						
1906228415	() 01/06/2022	02/05/2022	30.01	0.00	0.00		30.01						
1906228584	01/07/2022	02/06/2022	146.47	0.00	0.00		146.47						
1906228805	01/10/2022	02/09/2022	2,179.16	0.00	0.00		2,179.16						
1906229537	01/13/2022	02/12/2022	10.12	0.00	0.00		10.12						
1906229798	01/17/2022	02/16/2022	1,028.67	0.00	0.00		1,028.67						
1906230888	01/24/2022	02/23/2022	180.80	0.00	0.00		180.80						
1906231112	01/25/2022	02/24/2022	144.48	0.00	0.00		144.48						
1906231114	01/25/2022	02/24/2022	973.62	0.00	0.00		973.62						
1906231115	01/25/2022	02/24/2022	31.09	0.00	0.00		31.09						
		Total for TRY001 :	5,026.33	0.00	0.00	5,026.33	5,026.33	0.00	0.00	0.00	0.00	0.00	0.00
Vendor #:	VAC001 (Vacuum Barrier Cor)												
072913	01/08/2021	03/07/2021	6,360.00	0.00	0.00								6,360.00
073018	01/29/2021	02/28/2021	845.00	0.00	0.00								845.00
073253	03/05/2021	04/04/2021	12,230.00	0.00	0.00								12,230.00
073647	05/07/2021	06/06/2021	1,320.00	0.00	0.00								1,320.00
073657	05/10/2021	06/09/2021	10,470.00	0.00	0.00								10,470.00
073648	05/14/2021	06/13/2021	4,145.00	0.00	0.00								4,145.00
073893	06/18/2021	07/18/2021	6,124.18	0.00	0.00								6,124.18
073988	06/30/2021	07/30/2021	3,298.08	0.00	0.00								3,298.08
063021	12/31/2021	() 01/30/2022	30.00	0.00	0.00				30.00				
		Total for VAC001 :	44,822.26	0.00	0.00	44,822.26	0.00	44,822.26	30.00	0.00	0.00	0.00	44,792.26
Vendor #:	VID001 (Videojet Technologies Canada Ltd)												
1459141	07/27/2021	() 08/26/2021	5,094.87	0.00	0.00								5,094.87
1459261	07/30/2021	08/29/2021	14,015.14	0.00	0.00								14,015.14
1459365	08/02/2021	09/01/2021	505.80	0.00	0.00								505.80
1459532	08/06/2021	09/05/2021	5,245.53	0.00	0.00								5,245.53
50933	08/10/2021	09/09/2021	200.59	0.00	0.00								200.59
51019	08/15/2021	09/14/2021	200.59	0.00	0.00								200.59
51545	09/10/2021	10/10/2021	200.59	0.00	0.00								200.59
51599	09/15/2021	10/15/2021	200.59	0.00	0.00								200.59
1461626	09/29/2021	() 10/29/2021	3,607.05	0.00	0.00								3,607.05
1461693	() 09/30/2021	10/30/2021	881.16	0.00	0.00								881.16
51999	10/10/2021	() 11/09/2021	200.59	0.00	0.00					200.59			
52079	() 10/15/2021	11/14/2021	200.59	0.00	0.00					200.59			
1463125	11/08/2021	12/08/2021	3,761.22	0.00	0.00					3,761.22			

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	

This is Exhibit "J" referred to in the Supplementary Affidavit of
ROD RANDALL
Sworn on September 2, 2022

DocuSigned by:
Kaleigh Sonshine
9BE33B9F9A78469...

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

From: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Sent: Tuesday, August 30, 2022 4:19 PM
To: Sonshine, Kaleigh
Cc: Finlayson, Gavin
Subject: **[**EXT**]** Re: CWB ats 2722959 Ontario Ltd et al [MTDMS-Legal.FID11454516]

Good afternoon Kaleigh,

I just opened this email. I did not see it and was surprised it was in my junk folder.

I do not have any loan arrangements with 272.

Frank D'Angelo and Gemma Runaghan, took out a mortgage against Gemma's personal property on the advise of Mr. Butler and loaned it to 272. According to Mr. Butler this loan would be paid off from the advance received from CWB in January. I acted as the real estate lawyer for the loan when funds were advanced.

I will be sending you a separate email shortly for the Application.

Best Regards,

Joseph F. Lo Greco



14845 Yonge Street
Suite 201
Aurora, Ontario L4G 6H8

T. 416-488-4110
F. 416-488-0216
Mobile 416-545-9605

From: Sonshine, Kaleigh <ksonshine@millertthomson.com>
Date: Tuesday, August 23, 2022 at 12:07 PM
To: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Cc: Finlayson, Gavin <gfinlayson@millertthomson.com>
Subject: CWB ats 2722959 Ontario Ltd et al [MTDMS-Legal.FID11454516]

Hi Joseph,

In the course of the Bank's investigations, an AP listing for 272 (attached) has come to light on which you are listed as a creditor of 272.

Specifically, the listing states "loan from Joseph Lo Greco, solicitor" for the amount of \$351,400.00.

Can you please confirm whether you are, in fact, a creditor of 272, the circumstances of this loan, when it was made, whether there is a loan agreement between yourself and 272 and what the repayment terms are, if any?

We look forward to hearing from you.

KALEIGH SONSHINE
Associate

Miller Thomson LLP

Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, Ontario M5H 3S1

Direct Line: +1 416.595.8166

Fax: +1 416.595.8695

Email: ksonshine@millerthomson.com

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This is Exhibit “K” referred to in the Supplementary Affidavit of
ROD RANDALL
Sworn on September 2, 2022

DocuSigned by:
Kaleigh Sonshine
9BE33B9F9A78469...

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

From: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Sent: Tuesday, August 30, 2022 4:44 PM
To: Sonshine, Kaleigh; Finlayson, Gavin
Subject: **[**EXT**] ADJOURNMENT REQUEST ON THE APPLICATION**

Importance: High

Dear Ms. Kaleigh,

I wish to advise you that I have been ill and unable to deal with this matter. We do not have access to the premises to provide some of the information you requested.

I have asked for assistance from our co-counsel who has advised that due to other court commitments and scheduling issues he would not be able to attend the hearing for September 12, 2022.

I am kindly requesting a short 7 weeks adjournment. Our clients have already given you an undertaking.

I look forward to hear from you.

Regards,

Joseph F. Lo Greco



14845 Yonge Street
Suite 201
Aurora, Ontario L4G 6H8

T. 416-488-4110
F. 416-488-0216
Mobile 416-545-9605

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This is Exhibit "L" referred to in the Supplementary Affidavit of
ROD RANDALL
Sworn on September 2, 2022

DocuSigned by:
Kaleigh Sonshine
9BE33B9F9A78469...

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

From: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Sent: Thursday, September 1, 2022 11:11 AM
To: Sonshine, Kaleigh
Cc: Finlayson, Gavin
Subject: Re: ADJOURNMENT REQUEST ON THE APPLICATION

Good morning,

Thank you for seeking the first available 9:30 appointment to address our adjournment request before the court.

We are content to have the court make a determination on our adjournment request in light of these circumstances.

Our client does not have access to the work place and has been locked out since May due to your clients conduct.

More importantly at this time you are seeking information in a time sensitive manner when you have all the information at hand when dealing with the company's assets.

For your information Suzanne Kekely was hired as a consultant by our client in November 2021 and introduced them to CWB. She had full access to all company's records, corporation and the accountants. She was provided and obtained all and any documents and information for the purposes of the loan. She later accepted employment at CWB in March, 2022 and only disclosed it to our client sometimes in May 2022.

Yesterday while making inquiries with the corporate accountants, keeping in mind the challenges as the business is inaccessible, I was advised that Suzanne Kekely (CWB employee) has all the pertinent records and information you are seeking. We intend to obtain the records and information from Ms. Kekely.

Regards,

Joseph F. Lo Greco

 **LO GRECO STILMAN LLP**
Barristers and Solicitors

14845 Yonge Street
Suite 201
Aurora, Ontario L4G 6H8

T. 416-488-4110
F. 416-488-0216

From: Sonshine, Kaleigh <ksonshine@millerthomson.com>
Date: Wednesday, August 31, 2022 at 4:51 PM
To: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Cc: Finlayson, Gavin <gfinlayson@millerthomson.com>
Subject: RE: ADJOURNMENT REQUEST ON THE APPLICATION

Hi Joseph,

We are very sorry to hear you have fallen ill. Unfortunately, our client is not prepared to agree to a 7 week adjournment of the application. Your client has been aware of this date for some time now, you have had our application materials for over 1.5 months and you have a team of at least two other lawyers working with your client. Moreover, we still have no meaningful information from your client regarding 272.

While we wish to be sensitive to your illness and reasonable, adjourning the application for 7 weeks is not a reasonable request. In the circumstances, we will seek the first available 930 appointment so that both sides have a chance to speak to your proposed adjournment. We will copy you when we write to the CL.

Best,
Kaleigh

KALEIGH SONSHINE
Associate

Miller Thomson LLP
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, Ontario M5H 3S1
Direct Line: +1 416.595.8166
Fax: +1 416.595.8695
Email: ksonshine@millerthomson.com
millerthomson.com



Please consider the environment before printing this email.

From: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Sent: Tuesday, August 30, 2022 4:44 PM
To: Sonshine, Kaleigh <ksonshine@millerthomson.com>; Finlayson, Gavin <gfinlayson@millerthomson.com>
Subject: [**EXT**] ADJOURNMENT REQUEST ON THE APPLICATION
Importance: High

Dear Ms. Kaleigh,

I wish to advise you that I have been ill and unable to deal with this matter. We do not have access to the premises to provide some of the information you requested.

I have asked for assistance from our co-counsel who has advised that due to other court commitments and scheduling issues he would not be able to attend the hearing for September 12, 2022.

I look forward to hear from you.

Regards,

Joseph F. Lo Greco



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ROD RANDALL
Sworn on September 2, 2022

DocuSigned by:
Kaleigh Sonshine
9BE33B9F9A78469...

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T



CANADIAN WESTERN BANK

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of 2722959 ONTARIO LTD. ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets

within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

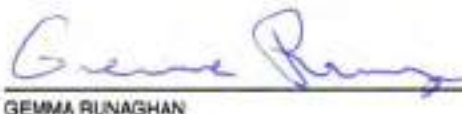
10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.
16. This instrument shall be construed in accordance with the laws of ONTARIO, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at KLEINBURG, Ontario this 5 day of April, 2022




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

Witness



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

GEMMA RUNAGHAN



CANADIAN WESTERN BANK

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of 2722959 ONTARIO LTD. ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets

- within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.
10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.
16. This instrument shall be construed in accordance with the laws of ONTARIO, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at KLEINBURG, ONTARIO this 5 day of April, 2022



Witness

Joseph F. La Greca



FRANK D'ANGELO

This is Exhibit “N” referred to in the Supplementary Affidavit of
ROD RANDALL
Sworn on September 2, 2022

DocuSigned by:
Kaleigh Sonshine
9BE33B9F9A78469...

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

(Court Seal)

CANADIAN WESTERN BANK

Plaintiff

and

FRANK D'ANGELO

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT

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.

-2-

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: Superior Court of Justice
Commercial List
330 University Avenue,
9th Floor
Toronto ON M5G 1R7

TO: Frank D'Angelo
162 Camlaren Crescent
Kleinburg, ON
L0J 1C0

-3-

CLAIM

1. The Plaintiff, Canadian Western Bank (“**CWB**” and “**Bank**”), claims as against the Defendant:

- (a) Judgment against the Guarantor for the principal amount of \$625,000.00 due and owing plus interest, fees and costs until the date of repayment, pursuant to the terms of the Guarantee (as defined below);
- (b) Pre-judgment and post-judgment interest at the Bank of Canada Prime Rate + 3%, as specified in Section 13 of the Guarantee;
- (c) In the alternative to (c), pre-judgment and post-judgment interest in accordance with the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (d) Costs of this proceeding on a full indemnity scale, plus all applicable taxes in accordance with the terms of Guarantee; and
- (e) Such further and other Relief as to this Honourable Court may deem just.

THE PARTIES

2. The Plaintiff, CWB, is a Schedule I Bank existing under the Bank Act, S.C. 1991, c.46. CWB’s head office is in Edmonton, Alberta. CWB provides banking, lending, and various related financial services to clients across Canada. CWB operates a banking centre in Mississauga, Ontario.

-4-

3. The Defendant, Frank D'Angelo (the "**Guarantor**"), is a businessperson and at all material times has been and is the directing mind of 2722959 Ontario Inc., operating as D'Angelo Brands (the "**Debtor**"), residing in the City of Kleinburg.

THE GUARANTEE

4. On or around April 4, 2022, CWB, the Debtor and the Guarantor executed a Commitment Letter in respect of three credit facilities in the aggregate amount of \$625,000.00. The following credit facilities were extended by CWB to the Debtor:

- (a) a demand non-revolving loan facility in the principal amount of \$500,000.00 and further evidenced and supported by a non-revolving credit agreement dated April 5, 2022, issued by the Debtor in favour of the Bank in the principal amount of \$500,000.00;
- (b) a demand loan facility in the principal amount of up to \$100,000.00 and further evidenced and supported by a demand note dated April 5, 2022, issued by the Debtor in favour of the Bank; and
- (c) a corporate credit card facility in the principal amount of up to \$25,000.00 and established by a corporate credit card application dated April 20, 2022.

Collectively, the "**Credit Facilities**".

5. The principal amount outstanding under the Loan, plus accrued interest, costs and fees until the date of repayment is referred to herein as the "**Guaranteed Indebtedness**".

-5-

6. On or around April 5, 2022, the Guarantor executed a Full Liability Guarantee (the “**Guarantee**”). In so doing, the Guarantor unconditionally guaranteed in favour of CWB all of the obligations owing by the Debtor to CWB, including the Guaranteed Indebtedness.

7. The Guarantee includes the following material terms:

- (a) **Obligations Guaranteed.** The Guarantor guarantees payment to CWB, on demand, of all present and future lease payments and obligations, conditional sale instalments and obligations and any other debts and liabilities, both direct and indirect (whether incurred or alone or jointly with others, whether absolute or contingent, whether matured or not matured, and whether for principal, interest or fees) payable to CWB by the applicable Borrower under any and all credit facilities, together with all costs, expenses, including legal fees and expenses, incurred by CWB in connection with its dealings with the applicable Borrower (preamble);
- (b) **Nature of Liability.** The Guarantor’s liability is joint and several (Section 1);
- (c) **Exhausting Recourse.** CWB does not need to exhaust its recourse against the Borrower or any other person or under any security interest CWB may hold from time to time before being entitled to full payment from the Guarantor under the applicable Guarantee (Section 4);

-6-

- (d) **Costs and Expenses.** The Guarantor agreed to pay all costs and expenses, including legal fees, of enforcing the Loan, as applicable (Section 13).

DEFAULT ON THE LOAN

8. The Debtor defaulted under the terms of the Credit Facilities. Since on or around May 7, 2022, the Debtor has failed to make regular scheduled payments of principal and interest on the Credit Facilities.

9. On or around June 17, 2022, CWB, through their counsel, sent a demand letter to the Debtor and the Guarantor, demanding full payment of the Guaranteed Indebtedness by July 26, 2022 at 2:00pm (the “**Payment Deadline**”), failing which CWB reserved its right to commence legal proceedings (“**Demand**”).

10. The Debtor failed to satisfy the Guaranteed Indebtedness on or before the Payment Deadline.

THE CLAIM

11. The Guarantor is legally responsible under the Guarantee for the Guaranteed Indebtedness.

12. Despite the Demand, the Guarantor has failed to satisfy their obligations under the Guarantee.

-7-

13. Pursuant to the above, and as at the date of the Demand, the total indebtedness under the Guarantees was the principal amount of \$625,000.00, plus interest, costs, and fees, all of which will be particularized prior to trial.

14. CWB proposes that this action be tried in Toronto.

August 12, 2022

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto ON M5H 3S1

Gavin H. Finlayson LSO#: 44126D
gfinlayson@millerthomson.com
Tel: 416.595.8619

Kaleigh Sonshine LSO#: 70105T
ksonshine@millerthomson.com
Tel: 416.595.8166

Lawyers for the Plaintiff

RCP-E 14A (June 9, 2014)

CANADIAN WESTERN BANK

and

FRANK D'ANGELO

Court File No.

Plaintiff

Defendant

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at
Toronto

STATEMENT OF CLAIM

MILLER THOMSON LLP

Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto ON M5H 3S1

Gavin H. Finlayson LSO#: 44126D

gfinlayson@millerthomson.com
Tel: 416.595.8619

Kaleigh Sonshine LSO#: 70105T

ksonshine@millerthomson.com
Tel: 416.595.8166

Lawyers for the Plaintiff



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

(Court Seal)

CANADIAN WESTERN BANK

Plaintiff

and

GEMMA RUNAGHAN

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT

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.

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-2-

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: Superior Court of Justice
Commercial List
330 University Avenue,
9th Floor
Toronto ON M5G 1R7

TO: Gemma Runaghan
477 Reeves Way Blvd
Stouffville, ON
L4A OH2

-3-

CLAIM

1. The Plaintiff, Canadian Western Bank (“**CWB**” and “**Bank**”), claims as against the Defendant:

- (a) Judgment against the Guarantor for the principal amount of \$625,000.00 due and owing plus interest, fees and costs until the date of repayment, pursuant to the terms of the Guarantee (as defined below);
- (b) Pre-judgment and post-judgment interest at the Bank of Canada Prime Rate + 3%, as specified in Section 13 of the Guarantee;
- (c) In the alternative to (c), pre-judgment and post-judgment interest in accordance with the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (d) Costs of this proceeding on a full indemnity scale, plus all applicable taxes in accordance with the terms of Guarantee; and
- (e) Such further and other Relief as to this Honourable Court may deem just.

THE PARTIES

2. The Plaintiff, CWB, is a Schedule I Bank existing under the Bank Act, S.C. 1991, c.46. CWB’s head office is in Edmonton, Alberta. CWB provides banking, lending, and various related financial services to clients across Canada. CWB operates a banking centre in Mississauga, Ontario.

-4-

3. The Defendant, Gemma Runaghan (the “**Guarantor**”), is the sole shareholder, officer and director of 2722959 Ontario Inc., operating as D’Angelo Brands (the “**Debtor**”), residing in the City of Stouffville.

THE GUARANTEE

4. On or around April 4, 2022, CWB, the Debtor and the Guarantor executed a Commitment Letter in respect of three credit facilities in the aggregate amount of \$625,000.00. The following credit facilities were extended by CWB to the Debtor:

- (a) a demand non-revolving loan facility in the principal amount of \$500,000.00 and further evidenced and supported by a non-revolving credit agreement dated April 5, 2022, issued by the Debtor in favour of the Bank in the principal amount of \$500,000.00;
- (b) a demand loan facility in the principal amount of up to \$100,000.00 and further evidenced and supported by a demand note dated April 5, 2022, issued by the Debtor in favour of the Bank; and
- (c) a corporate credit card facility in the principal amount of up to \$25,000.00 and established by a corporate credit card application dated April 20, 2022.

Collectively, the “**Credit Facilities**”.

5. The principal amount outstanding under the Loan, plus accrued interest, costs and fees until the date of repayment is referred to herein as the “**Guaranteed Indebtedness**”.

-5-

6. On or around April 5, 2022, the Guarantor executed a Full Liability Guarantee (the “**Guarantee**”). In so doing, the Guarantor unconditionally guaranteed in favour of CWB all of the obligations owing by the Debtor to CWB, including the Guaranteed Indebtedness.

7. The Guarantee includes the following material terms:

- (a) **Obligations Guaranteed.** The Guarantor guarantees payment to CWB, on demand, of all present and future lease payments and obligations, conditional sale instalments and obligations and any other debts and liabilities, both direct and indirect (whether incurred or alone or jointly with others, whether absolute or contingent, whether matured or not matured, and whether for principal, interest or fees) payable to CWB by the applicable Borrower under any and all credit facilities, together with all costs, expenses, including legal fees and expenses, incurred by CWB in connection with its dealings with the applicable Borrower (preamble);
- (b) **Nature of Liability.** The Guarantor’s liability is joint and several (Section 1);
- (c) **Exhausting Recourse.** CWB does not need to exhaust its recourse against the Borrower or any other person or under any security interest CWB may hold from time to time before being entitled to full payment from the Guarantor under the applicable Guarantee (Section 4);

-6-

- (d) **Costs and Expenses.** The Guarantor agreed to pay all costs and expenses, including legal fees, of enforcing the Loan, as applicable (Section 13).

DEFAULT ON THE LOAN

8. The Debtor defaulted under the terms of the Credit Facilities. Since on or around May 7, 2022, the Debtor has failed to make regular scheduled payments of principal and interest on the Credit Facilities.

9. On or around June 17, 2022, CWB, through their counsel, sent a demand letter to the Debtor and the Guarantor, demanding full payment of the Guaranteed Indebtedness by July 26, 2022 at 2:00pm (the “**Payment Deadline**”), failing which CWB reserved its right to commence legal proceedings (“**Demand**”).

10. The Debtor failed to satisfy the Guaranteed Indebtedness on or before the Payment Deadline.

THE CLAIM

11. The Guarantor is legally responsible under the Guarantee for the Guaranteed Indebtedness.

12. Despite the Demand, the Guarantor has failed to satisfy their obligations under the Guarantee.

-7-

13. Pursuant to the above, and as at the date of the Demand, the total indebtedness under the Guarantees was the principal amount of \$625,000.00, plus interest, costs, and fees, all of which will be particularized prior to trial.

14. CWB proposes that this action be tried in Toronto.

August 12, 2022

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto ON M5H 3S1

Gavin H. Finlayson LSO#: 44126D
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Lawyers for the Plaintiff

RCP-E 14A (June 9, 2014)

CANADIAN WESTERN BANK

and

GEMMA RUNAGHAN

Court File No.

Plaintiff

Defendant

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at
Toronto

STATEMENT OF CLAIM

MILLER THOMSON LLP

Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto ON M5H 3S1

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Lawyers for the Plaintiff

This is Exhibit “O” referred to in the Supplementary Affidavit of
ROD RANDALL
Sworn on September 2, 2022

DocuSigned by:
Kaleigh Sonshine
9BE33B9F9A78469...

A commissioner, etc.

KALEIGH SONSHINE, LSO#70105T

From: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Sent: Tuesday, August 16, 2022 1:07 PM
To: Sonshine, Kaleigh
Cc: Carhart, Jeffrey; Finlayson, Gavin
Subject: Re: D'Angelo Brands [MTDMS-Legal.FID11454516]

Hello Kaleigh,

I do intend to deliver responding material by the end of next week. In the meantime I was going to ask if we could settle the Application as I see you have now issued a claim against D'Angelo and Runaghan.

Is this not redundant? I will gladly look over at a list of items you seek from the Respondents in the Application and make best efforts in producing same. This would save both parties costs and expenses. If you insists on a Interim Receiver there is no point in discussing this further. Please let me know.

I am also seeking instruction in accepting service of the Statements of Claim. I do not foresee any issues in doing so.

Regards,

Joseph F. Lo Greco



14845 Yonge Street
Suite 201
Aurora, Ontario L4G 6H8

T. 416-488-4110
F. 416-488-0216
Mobile 416-545-9605

From: Sonshine, Kaleigh <ksonshine@millerthomson.com>
Date: Tuesday, August 16, 2022 at 12:42 PM
To: Joseph F. Lo Greco <jlogreco@lslaw.ca>
Cc: Carhart, Jeffrey <jcarhart@millerthomson.com>, Finlayson, Gavin <gfinlayson@millerthomson.com>
Subject: RE: D'Angelo Brands [MTDMS-Legal.FID11454516]

Hi Joseph,

may I please receive a response. Do you intend to deliver responding materials and fees, when can we expect them?

KALEIGH SONSHINE

Associate

Miller Thomson LLP

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Toronto, Ontario M5H 3S1

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Please consider the environment before printing this email.

From: Sonshine, Kaleigh <ksonshine@millerthomson.com>

Sent: Friday, August 12, 2022 6:07 PM

To: Joseph F. Lo Greco <jlogreco@lslaw.ca>

Cc: Carhart, Jeffrey <jcarhart@millerthomson.com>; Finlayson, Gavin <gfinlayson@millerthomson.com>

Subject: RE: D'Angelo Brands [MTDMS-Legal.FID11454516]

Hi Joseph,

I hope you are doing well.

As you know, the receivership application is returnable September 12. You have had our application record for weeks. Do you intend to file a responding record? If so, will you be in a position to serve us with a copy of it by end of next week?

KALEIGH SONSHINE

Associate

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Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at TORONTO

**SUPPLEMENTARY AFFIDAVIT OF
ROD S. RANDALL
(SWORN SEPTEMBER 2, 2022)**

MILLER THOMSON LLP

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Lawyers for the Applicant,
Canadian Western Bank

RCP-F 4C (September 1, 2020)

TAB 5

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

) THE
)
) DAY OF, 2022

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

and

2722959 ONTARIO LTD.

Respondent

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing MNP Ltd. (“**MNP**”) as an investigatory, non-possessory receiver (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of 2722959 Ontario Ltd. (“**272**”) and of the related or associated entity, 2156775 Ontario Limited (“**215**”), acquired for, or used in relation to a business carried on by 272, was heard this day at 330 University Avenue, 7th Floor, Toronto, Ontario.

ON READING the Affidavit of Rod Randall, sworn July 12, 2022 and the Exhibits thereto, the Supplementary Affidavit of Rod Randall, sworn September 2, 2022 and the Exhibits thereto, on hearing the submissions of counsel for the Applicant, Canadian

Western Bank, counsel for the Respondent, 272, and the other parties listed on the Counsel Slip, and on reading the Consent of MNP to act as the Receiver,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 101 of the CJA, MNP is hereby appointed as Receiver, without security, of all of the assets, undertakings and properties of 272 and 215 acquired for, or used in relation to a business carried on by 272 and 215, including all proceeds thereof, including property held by 272 and 215 in trust for any third party (collectively, the “**Property**”).

RECEIVER’S POWERS

3. THIS COURT ORDERS that, subject to the terms herein, the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:

- (a) to monitor 272’s and 215’s receipts and disbursements, including, without limitation, the right to access all information, computers, data, electronic or cloud-stored data, databases, or documents relating to 272’s and 215’s operations, including, without limiting the generality of the foregoing, having

direct access to 272's and 215's banking statements, records and online banking data;

- (b) to have access to 272's and 215's premises at all times, without any requirement for prior notice;
- (c) to take physical inventories as may be necessary or desirable;
- (d) to take possession of and store any records and documents found at the premises of 272 and 215 and to review such records as may be necessary and advisable in connection with its mandate;
- (e) to obtain information from and engage with on behalf of 272 and 215 with any parties with whom 272 and 215 or any related party may have co-packing arrangements and/or distribution licenses, and/or licenses necessary to the business of 272 and 215;
- (f) to obtain information from and engage with on behalf of 272 with any suppliers of 272 and 215 as be necessary and advisable;
- (g) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including without limitation those conferred by this Order;

- (h) if deemed necessary and advisable by the Receiver in its sole discretion, to deliver notices of examination to and examine under oath any person with knowledge of the affairs of 272 and 215;
- (i) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (j) to conduct an investigation, review or accounting of the financial affairs of 272 and 215, including a review of the state, location and value of all assets and inventory of 272 and 215;
- (k) to inquire into and report to the Applicant and the Court on the financial condition of 272 and 215, and the Property, and any material adverse developments relating to the financial condition of 272 and 215, and/or the Property;
- (l) to report to the Court on any matter it deems appropriate;
- (m) to attend this Court to seek amendments of this Order as it deems necessary or desirable; and
- (n) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including 272 and 215, and without interference from any other Person.

4. THIS COURT ORDERS that, for greater certainty, the Receiver shall not be in possession or control of the Property without a further order of this Court and shall not issue the statement set out in Section 246 of the BIA without a further order of this Court.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. THIS COURT ORDERS that (i) 272 and 215, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, including Mr. Frank D'Angelo, and (iii) 215 and all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver during regular business hours, and shall deliver all such Property to the Receiver upon the Receiver's request, subject to paragraph 4.

6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of 272 and 215, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the

foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

ADDITIONAL DUTIES OF AND RESTRICTIONS ON 272 AND 215

8. THIS COURT ORDERS that 272 and 215 shall:
- (a) not sell, transfer, gift, convey or otherwise dispose of Property, other than in the ordinary course of business, without the prior written consent of the Applicant (other than amounts to pay down obligations owing to the Applicant);
 - (b) not make, or enter into any contract, amendment or other written agreement that involves an expenditure greater than \$2,500.00 without the prior written approval of the Receiver; and
 - (c) provide to the Receiver, upon request of and on or before the deadline required by the Receiver, such reporting as may be required by the Receiver in its sole discretion, including, without limitation, 272's and 215's financial condition, daily, weekly or monthly receipts and disbursements, inventory counts or lists, sales reports, accounts payable and receivable, profit and loss statements, locations and listings of assets.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST 272 AND 215 OR THE PROPERTY

10. THIS COURT ORDERS that no Proceeding against or in respect of 272, 215, or the Property shall be commenced or continued except with the written consent of the

Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of 272, 215, or the Property are hereby stayed and suspended pending further Order of this Court, save and except, pending further Order of this Court, the action *2722959 Ontario Inc. et al v Canadian Western Bank et al*, bearing Court File No. CV-22-00001968-0000.

NO EXERCISE OF RIGHTS OR REMEDIES

11. THIS COURT ORDERS that all rights and remedies against 272, 215, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or 272 and 215 to carry on any business which 272 and 215 is not lawfully entitled to carry on, (ii) exempt the Receiver or 272 and 215 from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

12. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by 272 and 215, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. THIS COURT ORDERS that all Persons having oral or written agreements with 272 and 215 or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to 272 and 215 are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of 272's and 215's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of 272 and 215 or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

EMPLOYEES

14. THIS COURT ORDERS that the Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

LIMITATION ON THE RECEIVER’S LIABILITY

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

17. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal

counsel are hereby referred to a Judge of the Commercial List of the Ontario Superior Court of Justice.

SERVICE AND NOTICE

18. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission.

19. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to 272's and 215's creditors or other interested parties at their respective addresses as last shown on the records of 272 and 215, and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

20. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

21. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a Trustee in bankruptcy of 272 and 215.

22. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

23. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

24. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

25. THIS COURT ORDERS that the Receiver, its counsel and counsel for the Applicant are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the applicable creditors of 272 AND 215 or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

CANADIAN WESTERN BANK
Applicant

and **2722959 ONTARIO LTD.**
Respondent

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at TORONTO

**ORDER
(APPOINTING RECEIVER)**

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Lawyers for the Applicant,
Canadian Western Bank

RCP-F 4C (September 1, 2020)

CANADIAN WESTERN BANK and

2722959 ONTARIO LTD.

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

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at
TORONTO

AMENDED APPLICATION RECORD

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