

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

**PS HOLDINGS 1 LLC, PS HOLDINGS 2 LLC
and PS HOLDINGS 3 LLC**

Applicants

- and -

**2738283 ONTARIO INC., 2738284 ONTARIO INC.
and 2738285 ONTARIO INC.**

Respondents

**IN THE MATTER OF THE RECEIVERSHIP OF 2738283 ONTARIO INC.,
2738284 ONTARIO INC. and 2738285 ONTARIO INC.**

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy
and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, and section 101 of the
Courts of Justice Act, RSO 1990, c C.43, as amended**

APPLICATION RECORD

October 22, 2021

FASKEN MARTINEAU DuMOULIN LLP
Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Aubrey E. Kauffman (LSO: 18829N)
akauffman@fasken.com

Daniel Richer (LSO: 75225G)
dricher@fasken.com

Tel: 416 865 4445
Fax: 416 364 7813

Lawyers for the applicants

TO: **THE SERVICE LIST**

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

**PS HOLDINGS 1 LLC, PS HOLDINGS 2 LLC
and PS HOLDINGS 3 LLC**

Applicants

- and -

**2738283 ONTARIO INC., 2738284 ONTARIO INC.
and 2738285 ONTARIO INC.**

Respondents

**IN THE MATTER OF THE RECEIVERSHIP OF 2738283 ONTARIO INC.,
2738284 ONTARIO INC. and 2738285 ONTARIO INC.**

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy
and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, and section 101 of the
Courts of Justice Act, RSO 1990, c C.43, as amended**

TABLE OF CONTENTS

TAB DOCUMENT

1. Notice of Application
Schedule "A" – Zoom Meeting Details
Schedule "B" – Draft Receivership Order
Schedule "C" – Blackline from CLUC Model Order to Draft Receivership Order
2. Affidavit of Paul Sadlon Jr. sworn October 18, 2021
Exhibit "A" – Application to Change Name-Instruments
Exhibit "B" – Debtor Profile Reports
Exhibit "C" – PIN 58730-0303 (LT) (320 Mapleview)

Exhibit “D” – PIN 58730-0304 (LT) (692 Essa)

Exhibit “E” – PIN 58730-0240 (LT) (664 Essa)

Exhibit “F” – PIN 58730-0297 (LT) (674 Essa)

Exhibit “G” – Transfers

Exhibit “H” – Assignment and Assumption of Leases

Exhibit “I” – Inducement Agreement

Exhibit “J” – Notice of Public Meeting

Exhibit “K” – \$750K Note

Exhibit “L” – \$12.25M Note

Exhibit “M” – First Charge

Exhibit “N” – PPSA Search Certificates

Exhibit “O” – Guarantees

Exhibit “P” – General Security Agreement

Exhibit “Q” – RPN and 193 Ontario Charge

Exhibit “R” – RPN and 193 Ontario Assignment of Rents

Exhibit “S” – Computershare Charge

Exhibit “T” – SvN Charge

Exhibit “U” – SvN Assignment of Rents

Exhibit “V” – DaRe Charge

Exhibit “W” – DaRe Assignment of Rents

Exhibit “X” – Maria Charge

Exhibit “Y” – Maria Assignment of Rents

Exhibit “Z” – Notice of Default

Exhibit “AA” – 2020 Notice of Sale and Registration Receipt

Exhibit “BB” – 2020 NITES

Exhibit “CC” – Demand Letters and 2021 NITES

Exhibit “DD” – 2021 Notice of Sale and Affidavit

Exhibit “EE” – Clear Certificates

Exhibit “FF” – Consent of MNP to Act

3. Service List

TAB 1



Court File No.

Electronically issued : 22-Oct-2021
Délivré par voie électronique : 22-Oct-2021
Toronto

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

**PS HOLDINGS 1 LLC, PS HOLDINGS 2 LLC
and PS HOLDINGS 3 LLC**

Applicants

- and -

**2738283 ONTARIO INC., 2738284 ONTARIO INC.
and 2738285 ONTARIO INC.**

Respondents

**IN THE MATTER OF THE RECEIVERSHIP OF 2738283 ONTARIO INC.,
2738284 ONTARIO INC. and 2738285 ONTARIO INC.**

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy
and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, and section 101 of the
Courts of Justice Act, RSO 1990, c C.43, as amended**

NOTICE OF APPLICATION

TO THE RESPONDENTS:

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

- In person
- By telephone conference
- By video conference

at the following location

Zoom meeting, which can be accessed at the following URL:
<https://fasken.zoom.us/j/92566579947> (further details on how to join the Zoom meeting are attached as Schedule "A" hereto)

on November 9, 2021 at 12:30 p.m. Toronto time, or as soon after that time as the application can be heard.

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

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

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN 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: October 20, 2021

Issued by: _____
Local Registrar

Address of Court Office: 330 University Ave, 7th Floor
Toronto, Ontario M5G 1R7

TO: **THE SERVICE LIST**

APPLICATION

1. THE APPLICANTS MAKE APPLICATION FOR:

- (a) an Order substantially in the form attached hereto as Schedule “B” (the “**Receivership Order**”),¹ *inter alia*:
- (i) abridging the time for service of the notice of application and the application record herein, if necessary, and validating service thereof;
 - (ii) appointing MNP Ltd. (“**MNP**”) as receiver (in such capacity, the “**Receiver**”), without security, of the real and personal property, rights and claims of the respondents, 2738283 Ontario Inc., 2738284 Ontario Inc. and 2738285 Ontario Inc. (each a “**Debtor**” and, collectively, the “**Debtors**”) described in Schedule “A” to the Receivership Order and including all proceeds thereof (collectively, the “**Property**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, RSO 1990, c C.43, as amended (the “**CJA**”);
 - (iii) empowering the Receiver, if appointed, to, *inter alia*:
 - (A) take possession of and exercise control over the Property;
 - (B) market and sell any or all of the Property; and

¹ A blackline of the Receivership Order against the Commercial List User’s Committee Model Order is attached as Schedule “C”.

- (C) to borrow funds on a priority basis under receiver's certificates on the form attached at Schedule "B" to the Receivership Order to fund the costs of the receivership; and
- (iv) awarding the applicant its costs of this proceeding, including HST charged thereon; and
- (b) such further and other relief as counsel may advise and this Honourable Court may deem just.

2. **THE GROUNDS FOR THIS MOTION ARE:**

- (a) the Property is comprised of, among other property, the real property legally described in PIN 58730-0303 (LT), PIN 58730-0304 (LT), PIN 58730-0240 (LT) and PIN 58730-0297 (LT) (the "**Real Property**");
- (b) the Debtors are indebted to the applicants pursuant to the Loan Documents (defined below) (the "**Indebtedness**"), which Indebtedness, as at October 18, 2021, was in the amount of \$14,761,638.65 (exclusive of enforcement costs);
- (c) the principal and interest elements of the Indebtedness are evidenced by two promissory notes (the "**Notes**");
- (d) pursuant to three separate guarantees (collectively, the "**Guarantees**") each Debtor unconditionally and irrevocably guaranteed the other two Debtors' obligations to repay the Indebtedness;

- (e) repayment of the Indebtedness is secured by a first charge granted by the Debtors in favour of the applicants against the Property (the “**First Charge**”) and a general security agreement (the “**GSA**”) and, collectively with the Notes, the Guarantees and the First Charge, the “**Loan Documents**”);
- (f) the First Charge is registered in favour of the applicants on title to the Real Property;
- (g) the applicants’ security interests created by the First Charge and the GSA are perfected by registration under the under the *Personal Property Security Act*, RSO 1990, c P.10;
- (h) the Debtors are in default of their obligations to the applicants because, among other reasons:
 - (i) the Debtors have failed or refused to repay the Indebtedness; and
 - (ii) the Debtors have, contrary to the terms of the First Charge, granted mortgages, charges or assignments, or otherwise permitted such and other encumbrances to exist without obtaining the prior written consent of the applicants;
- (i) the applicants have given the Debtors proper notice of such defaults and have made demand upon the Debtors for repayment of the Indebtedness;
- (j) the applicants have also delivered notices of intention to enforce security pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**NITES**”) and notices of sale under charge/mortgage pursuant to the *Mortgages Act* (Ontario) in respect of the First Charge;

- (k) the applicants are of the view that receivership is the appropriate remedy to realize upon the value of the Property;
- (l) the notice periods in the NITES have each expired and the applicants are entitled to appoint a receiver under the First Charge and the GSA;
- (m) the appointment of the Receiver is just in the circumstances;
- (n) MNP has consented to its appointment as receiver;
- (o) as MNP has advised that an effective manner to maximize realization from property such as the Real Property is to seek listing proposals from multiple real estate brokers experienced in selling similar property in the same market, and then engage the broker with the best proposal to market and sell the property, the Receivership Order sought empowers the Receiver to market and sell the Property using this strategy;
- (p) as it is anticipated that the marketing and sale of the Real Property will take some time, and that expenditures will be required in the interim for which the Receiver will likely not have sufficient funds at its disposal, authorizing the Receiver to borrow funds on a priority basis under receiver's certificates to fund the costs of the receivership is also appropriate in the circumstances;

Other Grounds

- (q) those further grounds as set out in the affidavit of Paul Sadlon Jr. sworn October 18, 2021, and the exhibits thereto (the "**Sadlon Affidavit**"), to be filed;

- (r) section 243 of the BIA, and the BIA generally;
- (s) sections 11, 96 and 101 of the CJA, and the CJA generally;
- (t) Rules 1.04, 1.05, 2.01, 2.03, 3.02, 14.05(3)(g), 16, 17.02 (a) and (f), 38, 40.01 and 45.01 of the Rules of Civil Procedure, RRO 1990, Reg. 194, as amended; and
- (u) such further and other grounds as counsel may advise and this Honourable Court may permit.

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

- (a) the Sadlon Affidavit;
- (b) the consent of MNP to act as Receiver dated October 14, 2021; and
- (c) such other material as counsel may advise and this Honourable Court may permit.

Date: October 20, 2021

FASKEN MARTINEAU DuMOULIN LLP
Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Aubrey E. Kauffman (LSO: 18829N)
akauffman@fasken.com

Daniel Richer (LSO: 75225G)
dricher@fasken.com

Tel: 416 865 4445
Fax: 416 364 7813

Lawyers for the applicants

SCHEDULE "A"

ZOOM MEETING DETAILS

Please advise if you intend to join the hearing of the application by emailing Daniel Richer at dricher@fasken.com

Join Zoom Meeting

Phone one-tap: Canada: +16473744685,,92566579947# or +16475580588,,92566579947#

Meeting URL: <https://fasken.zoom.us/j/92566579947>

Meeting ID: 925 6657 9947

Join by Telephone

For higher quality, dial a number based on your current location.

Canada: +1 647 374 4685 or +1 647 558 0588 or +1 778 907 2071 or +1 204 272 7920 or +1 438 809 7799 or +1 587 328 1099

Meeting ID: 925 6657 9947

Join from an H.323/SIP room system

H.323: 162.255.37.11 (US West)

162.255.36.11 (US East)

213.19.144.110 (Amsterdam Netherlands)

213.244.140.110 (Germany)

69.174.57.160 (Canada Toronto)

65.39.152.160 (Canada Vancouver)

Meeting ID: 925 6657 9947

SIP: 92566579947@zoomcrc.com

Skype for Business (Lync)

<https://fasken.zoom.us/skype/92566579947>

SCHEDULE “B”

DRAFT RECEIVERSHIP ORDER

[see attached]

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) TUESDAY, THE 9th
JUSTICE PENNY) DAY OF NOVEMBER, 2021

B E T W E E N :

**PS HOLDINGS 1 LLC, PS HOLDINGS 2 LLC
and PS HOLDINGS 3 LLC**

Applicants

- and -

**2738283 ONTARIO INC., 2738284 ONTARIO INC.
and 2738285 ONTARIO INC.**

Respondents

**IN THE MATTER OF THE RECEIVERSHIP OF 2738283 ONTARIO INC.,
2738284 ONTARIO INC. and 2738285 ONTARIO INC.**

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy
and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, and section 101 of the
Courts of Justice Act, RSO 1990, c C.43, as amended**

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by the applicants, Holdings 1 LLC, PS Holdings 2 LLC and PS Holdings 3 LLC (collectively, the “**Applicants**”), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing MNP

Ltd. (“**MNP**”) as receiver (in such capacity, the “**Receiver**”) without security, of the real and personal property, rights and claims of the respondents, 2738283 Ontario Inc., 2738284 Ontario Inc. and 2738285 Ontario Inc. (the “**Debtors**”) described in Schedule “A” to the Receivership Order, including all proceeds thereof (collectively, the “**Property**”), was heard this day by videoconference due to the COVID-19 pandemic.

ON READING the affidavit of Paul Sadlon Jr. sworn October 18, 2021 and the Exhibits thereto and on hearing the submissions of counsel for the Applicants, no one else appearing although duly served as appears from the affidavit of service of [●] sworn October [●], 2021 and on reading the consent of MNP to act as the Receiver,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, MNP is hereby appointed Receiver, without security, of the Property.

RECEIVER’S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, listing agents and brokers, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by any of the Debtors;

- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including by:
 - (i) obtaining three (3) listing proposals from listing agents or brokers experienced in selling property similar to the Property in the same market as the Property;
 - (ii) engaging the listing agent or broker that the Receiver in its discretion deems has submitted the best listing proposal to advertise and solicit offers in respect of the Property or any part or parts thereof (the "**Realtor**");
 - (iii) entering into a listing agreement with the Realtor;

- (iv) establishing in consultation with the Realtor such terms and conditions of sale as the Receiver in its discretion may deem appropriate, including listing price, marketing strategy and deadline for offers, if appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the

foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy

any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or

the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. 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 any of the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

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

12. THIS COURT ORDERS that, without limiting the generality of the foregoing, no insurer providing insurance to the Debtors or their directors or officers shall terminate or fail to renew such insurance on the existing terms thereof provided that such insurer is paid any

premiums, as would be paid in the normal course, in connection with the continuation or renewal of such insurance at current prices, subject to reasonable annual increases in the ordinary course with respect to such premiums.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal

information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in

pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal

counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “B” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at ‘<https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>’) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: ‘[●]’.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors’ creditors or other interested parties at their

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

GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of any of the Debtors.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a full indemnity basis to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

33. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto time on the date of this Order, and this Order is enforceable without the need for entry and filing.

SCHEDULE "A"

DESCRIPTION OF PROPERTY

"Property" means all of the present and future legal and beneficial right, title, estate and interest in and to:

- (a) the real property municipally known as 320 Mapleview Drive West, Barrie, Ontario and legally described as PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE, being all of PIN 58730-0303 (LT);
- (b) the real property municipally known as 692 Essa Road, Barrie, Ontario and legally described as CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL, being all of PIN 58730-0304 (LT);
- (c) the real property municipally known as 664 Essa Road, Barrie, Ontario and legally described as PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE, being all of PIN 58730-0240 (LT); and
- (d) the real property municipally known as 674 Essa Road, Barrie, Ontario and legally described as PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE, being all of PIN 58730-0297 (LT),

together with all buildings, structures, fixtures and improvements of any nature or kind now or hereafter located in, on or under such lands, and all equipment, leases, rents and all other appurtenances thereto, and including all interests, appurtenant or otherwise, held now or in the future by the Debtors in lands adjacent to or used in connection with such lands and premises or in which the Debtors now or in the future have any interest or to which the Debtors are now or may in the future become entitled.

Without limiting the foregoing, “**Property**” also includes all of the following real and personal property, rights and claims and in each case, both present and after acquired: (i) all material agreements, permits and approvals relating to such Property or its development, management or operation; (ii) all expropriation proceeds relating to such Property; (iii) all insurance proceeds and any unearned insurance premiums relating to such Property; (iv) all surveys, drawings, designs, reports, studies, environmental site assessments, tests, plans and specifications relating to such Property; and (v) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing components of the Property or any part thereof and all conversions of such Property or the security constituted thereby.

SCHEDULE “B”

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that MNP, the receiver (the “**Receiver**”) of the real and personal property, rights and claims of the respondents, 2738283 Ontario Inc., 2738284 Ontario Inc. and 2738285 Ontario Inc. (the “**Debtors**”) described in Schedule “A” to this Receivership Order and including all proceeds thereof (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the ___ day of November 2021 (the “**Order**”) made in an application having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the “**Lender**”) the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the

charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

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

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

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

DATED the ____ day of _____, 20__.

MNP, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

PS HOLDINGS 1 LLC et al.

-and- 2738283 ONTARIO INC. et al.
Applicant

Respondents

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**Proceeding commenced at
Toronto**

**ORDER
(Appointing Receiver)**

FASKEN MARTINEAU DuMOULIN LLP

Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Aubrey E. Kauffman (LSO: 18829N)
akauffman@fasken.com

Daniel Richer (LSO: 75225G)
dricher@fasken.com

Tel: 416 865 4445

Fax: 416 364 7813

Lawyers for the applicants

SCHEDULE “C”

**BLACKLINE FROM CLUC MODEL ORDER
TO DRAFT RECEIVERSHIP ORDER**

[see attached]

Revised: January 21, 2014
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE _____)
JUSTICE _____ PENNY) ~~WEEKDAY~~ TUESDAY, THE #9th
DAY OF ~~MONTH~~ NOVEMBER, ~~20~~YR 2021

B E T W E E N :

PLAINTIFF[†]

Plaintiff

PS HOLDINGS 1 LLC, PS HOLDINGS 2 LLC
and PS HOLDINGS 3 LLC

Applicants

- and -

DEFENDANT

Defendant

2738283 ONTARIO INC., 2738284 ONTARIO INC.,
and 2738285 ONTARIO INC.

Respondents

IN THE MATTER OF THE RECEIVERSHIP OF 2738283 ONTARIO INC.,
2738284 ONTARIO INC. and 2738285 ONTARIO INC.

[†] ~~The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, and section 101 of the *Courts of Justice Act*, RSO 1990, c C.43, as amended

ORDER
(~~appointing~~Appointing Receiver)

THIS ~~MOTION~~APPLICATION made by the ~~Plaintiff~~²applicants, Holdings 1 LLC, PS Holdings 2 LLC and PS Holdings 3 LLC (collectively, the “Applicants”), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”), and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “CJA”) appointing ~~[RECEIVER'S NAME]~~MNP Ltd. (“MNP”) as receiver ~~[and manager]~~ (in such ~~capacities~~capacity, the “Receiver”) without security, of ~~all of the assets, undertakings and properties of [DEBTOR'S NAME] (the “Debtor”) acquired for, or used in relation to a business carried on by the Debtor~~the real and personal property, rights and claims of the respondents, 2738283 Ontario Inc., 2738284 Ontario Inc. and 2738285 Ontario Inc. (the “Debtors”) described in Schedule “A” to the Receivership Order, including all proceeds thereof (collectively, the “Property”), was heard this day ~~at 330 University Avenue, Toronto, Ontario~~by videoconference due to the COVID-19 pandemic.

ON READING the affidavit of ~~[NAME]~~Paul Sadlon Jr., sworn ~~[DATE]~~October 18, 2021 and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES]~~the Applicants, no one else appearing ~~for [NAME]~~ although duly served as appears from the affidavit of service of ~~[NAME]~~ [] sworn ~~[DATE]~~October [], 2021 and on reading the consent of ~~[RECEIVER'S NAME]~~MNP to act as the Receiver,

² ~~Section 243(1) of the BIA provides that the Court may appoint a receiver “on application by a secured creditor”.~~

SERVICE

1. THIS COURT ORDERS that the time for service of the ~~Notice~~notice of ~~Motion~~application and the ~~Motion~~application is hereby abridged and validated³ so that this ~~motion~~application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~MNP is hereby appointed Receiver, without security, of ~~all of~~ the ~~assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property")~~.

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the

³ If service is effected in a manner other than as authorized by the *Ontario Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.

relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the ~~Debtor~~Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the ~~Debtor~~Debtors;
- (d) to engage consultants, appraisers, agents, listing agents and brokers, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by any of the ~~Debtor~~Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors;

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the ~~Debtor~~Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Debtors, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including ~~advertising~~by:
- (i) obtaining three (3) listing proposals from listing agents or brokers experienced in selling property similar to the Property in the same market as the Property;
- (ii) engaging the listing agent or broker that the Receiver in its discretion deems has submitted the best listing proposal to advertise and ~~solicit~~solicit offers in respect of the Property or any part or parts thereof ~~and negotiating~~(the "Realtor");
- (iii) entering into a listing agreement with the Realtor;

⁴ ~~This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

(iv) establishing in consultation with the Realtor such terms and conditions of sale as the Receiver in its discretion may deem appropriate, including listing price, marketing strategy and deadline for offers, if appropriate;

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

(i) without the approval of this Court in respect of any transaction not exceeding \$~~_____~~50,000, provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~100,000; and

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

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~f~~or section 31 of the Ontario *Mortgages Act*, as the case may be,⁵ shall not be required, ~~and in each case the Ontario Bulk Sales Act shall not apply.~~

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

⁵ ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the ~~Debtor~~Debtors, (ii) all of ~~its~~their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the ~~Debtor~~Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

~~7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.~~

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE ~~DEBTOR~~DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

10. ~~11.~~ THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Debtor/Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

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

12. THIS COURT ORDERS that, without limiting the generality of the foregoing, no insurer providing insurance to the Debtors or their directors or officers shall terminate or fail to renew such insurance on the existing terms thereof provided that such insurer is paid any premiums, as would be paid in the normal course, in connection with the continuation or renewal

of such insurance at current prices, subject to reasonable annual increases in the ordinary course with respect to such premiums.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “Possession”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “Environmental

Legislation”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

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

RECEIVER’S ACCOUNTS

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

encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$~~_____~~500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in

⁶Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".

priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.


22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" "B" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/> <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules

of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: ‘’.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the ~~Debtor's~~Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of any of the ~~Debtor~~Debtors.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this

Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the PlaintiffApplicant shall have its costs of this motionApplication, up to and including entry and service of this Order, provided for by the terms of the PlaintiffApplicant's security or, if not so provided by the PlaintiffApplicant's security, then on a substantialfull indemnity basis to be paid by the Receiver from the Debtor's estateDebtors' estates with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

33. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto time on the date of this Order, and this Order is enforceable without the need for entry and filing.

~~DOCSTOR: 1771742~~8

SCHEDULE "A"

DESCRIPTION OF PROPERTY

"Property" means all of the present and future legal and beneficial right, title, estate and interest in
and to:

(a) the real property municipally known as 320 Mapleview Drive West, Barrie, Ontario and legally described as PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE, being all of PIN 58730-0303 (LT);

(b) the real property municipally known as 692 Essa Road, Barrie, Ontario and legally described as CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL, being all of PIN 58730-0304 (LT);

(c) the real property municipally known as 664 Essa Road, Barrie, Ontario and legally described as PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE, being all of PIN 58730-0240 (LT); and

(d) the real property municipally known as 674 Essa Road, Barrie, Ontario and legally described as PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE, being all of PIN 58730-0297 (LT),

together with all buildings, structures, fixtures and improvements of any nature or kind now or hereafter located in, on or under such lands, and all equipment, leases, rents and all other appurtenances thereto, and including all interests, appurtenant or otherwise, held now or in the future by the Debtors in lands adjacent to or used in connection with such lands and premises or in which the Debtors now or in the future have any interest or to which the Debtors are now or may in the future become entitled.

Without limiting the foregoing, “Property” also includes all of the following real and personal property, rights and claims and in each case, both present and after acquired: (i) all material agreements, permits and approvals relating to such Property or its development, management or operation; (ii) all expropriation proceeds relating to such Property; (iii) all insurance proceeds and any unearned insurance premiums relating to such Property; (iv) all surveys, drawings, designs, reports, studies, environmental site assessments, tests, plans and specifications relating to such Property; and (v) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing components of the Property or any part thereof and all conversions of such Property or the security constituted thereby.

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~MNP, the receiver (the "Receiver") of the ~~assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor,~~real and personal property, rights and claims of the respondents, 2738283 Ontario Inc., 2738284 Ontario Inc. and 2738285 Ontario Inc. (the "Debtors") described in Schedule "A" to this Receivership Order and including all proceeds thereof (collectively, the **"Property"**) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, ~~20~~November 2021 (the "Order") made in an ~~action~~application having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to

the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

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

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

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

DATED the ____ day of _____, 20__.

~~[RECEIVER'S NAME]~~ MNP, solely in its
capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

PS HOLDINGS 1 LLC et al.

Applicant

-and- 2738283 ONTARIO INC. et al.

Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at
Toronto

ORDER
(Appointing Receiver)

FASKEN MARTINEAU DuMOULIN LLP

Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Aubrey E. Kauffman (LSO: 18829N)
akauffman@fasken.com

Daniel Richer (LSO: 75225G)
dricher@fasken.com

Tel: 416 865 4445

Fax: 416 364 7813

Lawyers for the applicants

PS HOLDINGS 1 LLC et al.

Applicant

-and- 2738283 ONTARIO INC. et al.

Respondents

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**Proceeding commenced at
Toronto**

NOTICE OF APPLICATION TO APPOINT RECEIVER

FASKEN MARTINEAU DuMOULIN LLP

Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Aubrey E. Kauffman (LSO: 18829N)
akauffman@fasken.com

Daniel Richer (LSO: 75225G)
dricher@fasken.com

Tel: 416 865 4445

Fax: 416 364 7813

Lawyers for the applicants

TAB 2

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

**PS HOLDINGS 1 LLC, PS HOLDINGS 2 LLC
and PS HOLDINGS 3 LLC**

Applicants

- and -

**2738283 ONTARIO INC., 2738284 ONTARIO INC.
and 2738285 ONTARIO INC.**

Respondents

**IN THE MATTER OF THE RECEIVERSHIP OF 2738283 ONTARIO INC.,
2738284 ONTARIO INC. and 2738285 ONTARIO INC.**

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy
and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, and section 101 of the
Courts of Justice Act, RSO 1990, c C.43, as amended**

**AFFIDAVIT OF PAUL SADLON JR.
(Sworn October 18, 2021)**

I, Paul Sadlon Jr., of the Township of Springwater in the Province of Ontario

MAKE OATH AND SAY:

1. I am a consultant to PS Holdings 1 LLC, PS Holdings 2 LLC and PS Holdings 3 LLC (collectively, “**PS Holdings**”), the applicants in these proceedings. I have been directly involved in matters relating to the Indebtedness (defined below) and, consequently, I am familiar with the various loan and security documents entered into between PS Holdings, as lenders, and

the respondents, 2738283 Ontario Inc., 2738284 Ontario Inc. and 2738285 Ontario Inc. (each, a “**Debtor**” and, collectively, the “**Debtors**”), as borrowers.

2. Based on my direct involvement with the loan and security documents, and having read the documents referred to herein and marked as exhibits hereto, I have knowledge of the matters set forth herein. Where matters are stated as being based on information received from others, I have identified the source of the information, and I believe it to be true.

Overview of These Proceedings

3. I swear this affidavit in support of the application for an order (the “**Receivership Order**”), among other things, appointing MNP Ltd. (“**MNP**”) as receiver (in such capacity, the “**Receiver**”), without security, of the Property (defined below), including the Real Property (defined below) and including all proceeds thereof.

4. The Debtors are indebted to PS Holdings pursuant to the terms of the Loan Documents (defined below) (the “**Indebtedness**”). As at October 18, 2021, the amount of the Indebtedness totalled \$14,761,638.65 (exclusive of enforcement costs).

5. Each Debtor unconditionally and irrevocably guaranteed the other two Debtors’ obligations to repay the Indebtedness.

6. The Debtors’ obligations to PS Holdings are secured by the First Charge (defined below) and the GSA (defined below).

7. The First Charge is registered in favour of PS Holdings on title to the Real Property, and PS Holdings’ security interests created by the First Charge and the GSA are perfected by registration under the *Personal Property Security Act* (Ontario) (the “**PPSA**”).

8. The Debtors are in default of their obligations to PS Holdings because, among other reasons:

- (a) the Debtors have failed or refused to repay the Indebtedness; and
- (b) the Debtors have, contrary to the terms of the First Charge, granted the Unauthorized Encumbrances (defined below) or otherwise permitted such encumbrances to exist without obtaining the prior written consent of PS Holdings;

9. PS Holdings have given the Debtors proper notice of such defaults and have made demand upon the Debtors for repayment of the Indebtedness; the Debtors have failed or refused to repay the Indebtedness.

10. PS Holdings have also delivered to the Debtors notices of intention to enforce security pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) and notices of sale under mortgage pursuant to the *Mortgages Act* (Ontario) in respect of the First Charge.

11. PS Holdings is entitled to appoint a receiver under the First Charge and the GSA.

12. The Real Property is in the process of being developed for residential, commercial and institutional uses, and elements thereof may be leased.

13. I believe that the appointment of the Receiver is just in the circumstances. The appointment of the Receiver will allow for, among other things, an orderly marketing and sale of the Property under court supervision for the benefit of all stakeholders.

The Parties

14. PS Holdings are corporations formed under the laws of the State of Delaware. When the Loan Documents were executed and the security thereunder granted, PS Holdings were corporations incorporated pursuant to the *Business Corporations Act* (Ontario) (“**OBCA**”). On September 8, 2020, PS Holdings were each continued under the laws of the Province of British Columbia. On September 23, 2020, PS Holdings were continued under the laws of the State of Delaware. PS Holdings each underwent three name changes since the Loan Documents were executed and the security thereunder granted. Those name changes are, respectively, as follows:

- (a) PS Holdings 1 LLC was formerly named “2217467 Ontario Inc.”, “1264559 B.C. Ltd.” and “2217467 Ontario LLC”;
- (b) PS Holdings 2 LLC was formerly named “2252841 Ontario Inc.”, “1264549 B.C. Ltd.” and “2252841 Ontario LLC”;
- (c) PS Holdings 3 LLC was formerly named “2252842 Ontario Inc.”, “1264554 B.C. Ltd.” and “2252842 Ontario LLC”.

15. The history of PS Holdings’ jurisdiction and name changes are described and documented in three application to change name-instruments registered on title to the Real Property on August 6, 2021 as instrument numbers SC1812249, SC1812250 and SC1812251, copies of which are attached hereto as **Exhibit “A”**.

16. The Debtors are incorporated pursuant to the OBCA. Copies of a corporate profile report for each of the Debtors (the “**Debtor Profile Reports**”) are attached hereto as **Exhibit “B”**.

17. According to the Debtor Profile Reports, Blake Larsen (“**Larsen**”) is the sole director and officer of each of the Debtors.

The Real Property

18. The Debtor, 2738283 Ontario Inc., is the fee simple owner of:

- (a) real property municipally known as 320 Maplevue Drive West, Barrie, Ontario and legally described as PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE, being all of PIN 58730-0303 (LT) (“**320 Maplevue**”); and
- (b) real property municipally known as 692 Essa Road, Barrie, Ontario and legally described as CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL, being all of PIN 58730-0304 (LT) (“**692 Essa**”).¹

Copies of the parcel registers for 320 Maplevue and 692 Essa are attached hereto as **Exhibits “C”** and **“D”**, respectively.

¹ I have been informed by PS Holdings’ legal counsel that, contrary to what is set out in various documents registered on title or otherwise related to the Real Property or parts thereof, the real property described in PIN 58730-0304 (LT) is known as 692 Essa Road, Barrie, Ontario and not 364 or 366 Maplevue Drive West, Barrie, Ontario. The real property municipally known as 366 Maplevue Drive West, Barrie, Ontario is legally described in PIN 58730-0301, is owned by The Corporation of the City of Barrie, does not form part of the Real Property and is not subject to these receivership proceedings. The municipal address 364 Maplevue Drive West, Barrie, Ontario does not appear to correspond with any legal parcel of land and is not subject to these receivership proceedings.

19. The Debtor, 2738284 Ontario Inc., is the fee simple owner of real property municipally known as 664 Essa Road, Barrie, Ontario and legally described as PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE, being all of PIN 58730-0240 (LT) (“**664 Essa**”). A copy of the parcel register for 664 Essa is attached hereto as **Exhibit “E”**.

20. The Debtor, 2738285 Ontario Inc., is the fee simple owner of real property municipally known as 674 Essa Road, Barrie, Ontario and legally described as PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE, being all of PIN 58730-0297 (LT) (“**674 Essa**” and, collectively with 320 Mapleview, 692 Essa and 664 Essa, the “**Real Property**”). A copy of the parcel register for 674 Essa is attached hereto as **Exhibit “F”**.

21. The Debtors acquired the Real Property from PS Holdings pursuant to an agreement of purchase and sale dated as of April 30, 2020 (the “**APS**”) and three transfers registered on title to the Real Property on May 13, 2020, as instrument numbers SC1680313, SC1680314 and SC1680306 (the “**Transfers**”). Copies of the Transfers are attached hereto as **Exhibit “G”**.

22. Contemporaneously with the closing of the purchase and sale transaction, PS Holdings assigned to the Debtors PS Holdings’ respective interests under four leases respecting elements of the Real Property, being two leases for residential houses and two leases for billboard signs (collectively, the “**Leases**”). A copy of such agreement is attached hereto as **Exhibit “H”**.

23. The Transfers disclose that the aggregate consideration given by the Debtors in exchange for the Real Property was \$16,250,000. Pursuant to an inducement agreement made May 13, 2020 (the “**Inducement Agreement**”), the Debtors also paid \$750,000 to PS Holdings as an

inducement to enter into the APS as a previous attempt to consummate a purchase and sale transaction between PS Holdings, as seller, and entities related to Larsen and the Debtors, as purchaser, failed. A copy of the Inducement Agreement is attached hereto as **Exhibit “I”**.

24. As detailed in the Inducement Agreement, \$2,000,000 of the consideration given by the Debtors to PS Holdings was in the form of a deposit retained by PS Holdings from the failed purchase and sale transaction.

25. As detailed below, \$12,250,000 of the consideration given by the Debtors to PS Holdings was in the form of a vendor-take-back charge.

26. Unbeknownst to PS Holdings, it appears that a portion of the remaining \$2,000,000 in consideration given by the Debtors to PS Holdings, which was paid in cash, was borrowed and such borrowings were secured by an unauthorized second charge on the Real Property, the details of which are set out below.

27. Since the Debtors’ acquired the Real Property, plans for its development have been pursued. According to a notice of public meeting dated November 19, 2020 (the “**Notice of Public Meeting**”), SvN Architects + Planners Inc. (“**SvN**”) submitted applications on behalf of Larsen for an amendment to the City of Barrie’s Official Plan and zoning by-law. The Notice of Public Meeting explains that such applications are intended to facilitate the development of a high-density, mixed-use development containing 12 buildings that integrate a variety of residential, commercial and institutional uses. A copy of the Notice of Public Meeting is attached hereto as **Exhibit “J”**.²

² Note that one of the municipal addresses referred to in the Notice of Public Meeting (*i.e.*, 364 Mapleview Drive West) does not form part of the Real Property and is not subject to these receivership proceedings. See footnote 1.

The Loan Documents

The Notes

28. Pursuant to a promissory note dated May 13, 2020, the Debtors, jointly and severally, unconditionally promised to pay PS Holdings the principal amount of \$750,000 due under the Inducement Agreement, without interest, on July 30, 2020 (the “**\$750K Note**”). A copy of the \$750K Note is attached hereto as **Exhibit “K”**.

29. Pursuant to another promissory note dated May 13, 2020, the Debtors, jointly and severally, unconditionally promised to pay PS Holdings:

- (a) the principal amount of \$12,250,000, being the secured portion of the purchase price due under the APS;
- (b) “all interest accrued on such principal amount outstanding from time to time and all interest accrued on overdue interest calculated and payable in like currency at the rate applicable thereto as stipulated in the [First Charge], being 9.00% per annum, calculated monthly not in advance”; and
- (c) all other amounts owing by the Debtors to PS Holdings pursuant to the First Charge (the “**\$12.25M Note**” and, together with the \$750K Note, the “**Notes**”).

Pursuant to the terms of the \$12.25M Note, the Debtors were to pay to PS Holdings the amount of \$7,250,000 on July 30, 2020 and the outstanding indebtedness under the note on December 14, 2020. A copy of the \$12.25M Note is attached hereto as **Exhibit “L”**.

The First Charge

30. As security for repayment of the indebtedness owing to PS Holdings under by the Notes, the Debtors granted to PS Holdings, among other security, a first charge against the “Property”, as defined therein (referred to herein as the “**Property**”), which Property includes, among other property, the Real Property (the “**First Charge**”).

31. The First Charge was registered on title to the Real Property on May 13, 2020 as instrument number SC1680318. A copy of the First Charge is attached hereto as **Exhibit “M”**.

32. The personal property security interests created by the First Charge are perfected by registration under the PPSA. Copies of Ontario Personal Property Security Registration System search certificates disclosing financing statements registered against the Debtors in favour of PS Holdings (“**PPSA Registrations**”) are attached hereto as **Exhibit “N”**.

33. Pursuant to the First Charge, the Debtors promised to pay the Indebtedness as and when provided in the First Charge. The First Charge provides that, upon default thereunder by the Debtors, the full amount of the Indebtedness becomes immediately due and payable on demand by PS Holdings, and PS Holdings becomes entitled to exercise any remedies authorized or permitted by the First Charge, or otherwise at law or in equity.

34. Pursuant to the First Charge, an event of default has occurred in circumstances including where:

- (a) the Debtors have defaulted in paying all or any portion of the Indebtedness when due within five days following written notice of such default; or

- (b) any of the Debtors defaults in observing or performing any other covenant under the First Charge, including that:

No Liens [defined to include, among other encumbrances, mortgages, charges, assignments and construction liens] shall be created, issued, incurred or permitted to exist (by operation of law or otherwise and whether prior or subordinate to the security of this Charge and the other Loan Documents) on any part of the Property or any interest therein (except in favour of [PS Holdings] as security for the Indebtedness), without the prior written consent of [PS Holdings] in its sole discretion...If, without the prior consent of [PS Holdings],...any Lien of the whole or any part of the Property or any interest therein is made, created, incurred or permitted to exist, then [PS Holdings], at its Sole option, may declare the Indebtedness to be immediately due and payable by the [Debtors] to [PS Holdings].

35. The First Charge provides that, upon the occurrence of an event of default thereunder, PS Holdings may appoint a receiver of the Property.

36. The First Charge also provides that the Debtors must pay to PS Holdings all amounts paid or incurred by or on behalf of PS Holdings in exercising its rights under the First Charge, including the fees and expenses of a receiver of the Property.

Guarantees and General Security Agreement

37. As further security for and assurance of payment of the Indebtedness, the Debtors:

- (a) each executed a separate guarantee made May 13, 2020 in favour of PS Holdings, thereby unconditionally and irrevocably guaranteeing the other two Debtors' obligations to repay the Indebtedness (the "**Guarantees**"), copies of which are attached hereto as **Exhibit "O"**; and
- (b) executed a general security agreement made as of May 13, 2020, creating a security interest in favour of PS Holdings against the Debtors' personal property described

therein (the “GSA” and, collectively with the Notes, the First Charge and the Guarantees, the “**Loan Documents**”), a copy of which is attached hereto as **Exhibit “P”**.

38. The personal property security interests created by the GSA are perfected by registration under the PPSA, as is evidenced by the PPSA Registrations.

Defaults

39. The Debtors are in default of their obligations to PS Holdings because, among other reasons:

- (a) the Debtors have failed or refused to repay the Indebtedness when due; and
- (b) the Debtors have, contrary to the terms of the First Charge, granted the Unauthorized Encumbrances or otherwise permitted such encumbrances to exist without obtaining the prior written consent of PS Holdings;

The Debtors’ Failure to Make Payments When Due

40. The Debtors failed to repay the \$750K Note when due on July 30, 2020.

41. The Debtors also failed to make the \$7,250,000 payment under the \$12.25M Note when due on July 30, 2020.

42. As a consequence of these failures, the Debtors are in default under the Loan Documents, which default continues.

The Debtors' Breach of Their Covenant Not To Encumber the Property without Consent

43. The following encumbrances were registered on title to the Real Property or parts thereof after the First Charge was registered without the prior written consent of PS Holdings (collectively, the “**Unauthorized Encumbrances**”):

- (a) a charge/mortgage for the principal amount of \$1,200,000 in favour of RPN Finance Corp. (“**RPN**”) and 1938272 Ontario Limited (“**193 Ontario**”) registered on May 13, 2020 as instrument number SC1680319, a copy of which is attached hereto as **Exhibit “Q**”;
- (b) a notice of assignment of rents-general in favour of RPN and 193 Ontario registered on May 13, 2020 as instrument number SC1680320, a copy of which is attached hereto as **Exhibit “R**”;
- (c) a charge/mortgage for the principal amount of \$250,000 in favour of Computershare Trust Company of Canada registered on December 3, 2020 as instrument number SC1680319, a copy of which is attached hereto as **Exhibit “S**”;
- (d) a charge/mortgage for the principal amount of \$665,889 in favour of SvN registered on March 29, 2021 as instrument number SC1766492, a copy of which is attached hereto as **Exhibit “T**”;
- (e) a notice of assignment of rents-general in favour of SvN registered on March 29, 2021 as instrument number SC1766493, a copy of which is attached hereto as **Exhibit “U**”;

- (f) a charge/mortgage for the principal amount of \$160,986 in favour John DaRe (“**DaRe**”) registered on July 12, 2021 as instrument number SC1802963, a copy of which is attached hereto as **Exhibit “V”**;
- (g) a notice of assignment of rents-general in favour of DaRe registered on July 12, 2021 as instrument number SC1802964, a copy of which is attached hereto as **Exhibit “W”**;
- (h) a charge/mortgage for the principal amount of \$2,500,000 in favour of Maria Louise Larsen (“**Maria**”) registered on July 12, 2021 as instrument number SC1802966, a copy of which is attached hereto as **Exhibit “X”**; and
- (i) a notice of assignment of rents-general in favour of Maria registered on July 12, 2021 as instrument number SC1802967, a copy of which is attached hereto as **Exhibit “Y”**.

44. Of the Unauthorized Encumbrances listed above, at least four are granted in favour of parties connected to Larsen and the Debtors:

- (a) DaRe was the Debtors’ solicitor with respect to their acquisition of the Real Property from PS Holdings; and
- (b) I understand that Maria is Larsen’s wife.

45. The Unauthorized Encumbrances remain registered against the Real Property or parts thereof.

46. As a consequence of granting the Unauthorized Encumbrances or otherwise permitting such encumbrances to exist without first obtaining the prior written consent of PS Holdings, the Debtors are in default under the Loan Documents, which default continues.

Notice of Default, Demand, Notices of Intention to Enforce Security and Notices of Sale

47. On or about August 6, 2020, PS Holdings' former legal counsel, Chaitons LLP, delivered to the Debtors notice of their default in repaying the Indebtedness when due (the "**Notice of Default**"). A copy of the Notice of Default is attached hereto as **Exhibit "Z"**.

48. On or about September 11, 2020, PS Holdings' former legal counsel, Chaitons LLP, delivered to the Debtors and the other parties that then had an interest in the Real Property a notice of sale under charge/mortgage of land in respect of the First Charge and the Real Property (the "**2020 Notice of Sale**"). Copies of the 2020 Notice of Sale and the Canada Post registration receipt evidencing its mailing are attached hereto as **Exhibit "AA"**.

49. On or about September 11, 2020, Chaitons LLP also delivered a notice of intention to enforce security pursuant to section 244 of the BIA to the Debtors (the "**2020 NITES**"), a copy of which is attached hereto as **Exhibit "BB"**.

50. Notwithstanding the delivery of the Notice of Default, the 2020 Notice of Sale and the 2020 NITES, no payment was made in respect of the Indebtedness by August 20, 2021, or ever.

51. By letters dated August 20, 2021, current counsel to PS Holdings, Fasken Martineau DuMoulin LLP, made demand on behalf of PS Holdings on each of the Debtors for repayment of the full amount of the Indebtedness (the "**Demand Letters**"). Enclosed with each of

the Demand Letters was a notice of intention to enforce security pursuant to section 244 of the BIA (the “**2021 NITES**”). Copies of the Demand Letters and the 2021 NITES enclosed therewith are attached hereto as **Exhibit “CC”**.

52. On August 24, 2021, PS Holdings delivered to the Debtors and the parties that then had an interest in the Real Property a notice of sale under charge/mortgage of land in respect of the First Charge and the Real Property (the “**2021 Notice of Sale**”). Copies of the 2021 Notice of Sale and the affidavit evidencing its mailing are attached hereto as **Exhibit “DD”**.

53. No payments were made subsequent to the delivery of the Demand Letters, 2021 NITES or 2021 Notice of Sale.

Other Secured Creditors of the Debtors

54. Other than PS Holdings, the only interests of secured creditors disclosed on the parcel registers for the Real Property, which are attached hereto as Exhibits “C” through “F”, are the holders of the Unauthorized Encumbrances.

55. The Ontario Personal Property Security Registration System search certificates in respect of the Debtors, which are attached as Exhibit “N”, discloses no registrations against the Debtors other than registrations in favour of PS Holdings.

56. Clear certificates issued by the Sheriff of the County of Simcoe (Barrie) on October 8, 2021 disclose that there are no active writs of execution, orders or certificates of lien filed against the real and personal property of any of the Debtors. Copies of such clear certificates are attached hereto as **Exhibit “EE”**.

57. I am not aware of any other secured creditors of the Debtors.

Appointment of the Receiver

58. As described above, the Debtors are in default of their obligations to PS Holdings under the Notes and First Charge. As of the date of swearing this affidavit, the Debtors have failed or refused to pay the Indebtedness.

59. Upon reconsideration of the enforcement remedies available to them, PS Holdings are now of the view that receivership is a more expedient and appropriate remedy to unlock the value of the Property than power of sale. This is because:

- (a) the Property is encumbered by the registered interests of multiple secured parties, some of whom may be related to the Debtors, and it would benefit all parties for the Property to be sold in a transparent, court supervised process and to have a platform to determine the ultimate distribution of the proceeds of realization;
- (b) it appears that the Property is being developed, and a receiver could assess the state of such development and determine the most beneficial and efficient process to maximize value for all stakeholders;
- (c) PS Holdings may have an interest in bidding for the Property and, accordingly, it would be beneficial to have an independent court officer oversee the realization process; and
- (d) possession of the Property is required in order to market and sell it, particularly in light of the Leases.

60. The notice periods in the 2021 NITES have each expired. PS Holdings is entitled to enforce its rights and remedies under the Loan Documents, which include, without limitation, the appointment of a receiver.

61. MNP has consented to its appointment as Receiver. A copy of MNP's written consent is attached hereto as **Exhibit "FF"**.

62. MNP has advised that an effective manner to maximize realization from property such as the Real Property is to seek listing proposals from multiple real estate brokers experienced in selling similar property in the same market, and then engage the broker with the best proposal to market and sell the property. Consequently, the order sought in this application empowers the Receiver to market and sell the Property using this strategy.

63. The order sought in this application also empowers the Receiver, if appointed, to borrow funds on a priority basis under receiver's certificates, on the usual terms, to fund the costs of the receivership. It is anticipated that the marketing and sale of the Property will take some time, and that expenditures will be required in the interim for which the Receiver will likely not have sufficient funds at its disposal.


Purpose of Affidavit

64. This affidavit is sworn in support of PS Holdings' application for an order appointing the Receiver over the Property.

**SWORN REMOTELY BY PAUL
SADLON JR.** of the Township of
Springwater, in the Province of Ontario,
before me at the City of Toronto, in the
Province of Ontario, on October 18, 2021, in
accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely

DocuSigned by:
Daniel Richer
89A3A842911D42A...

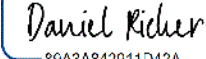
Commissioner for Taking Affidavits, etc.
(or as may be)

DocuSigned by:

D62BE6A924C2407...

PAUL SADLON JR.

THIS IS EXHIBIT "A"

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

89A3A842911D42A...

A Commissioner for Taking Affidavits

Properties

PIN 58730 - 0240 LT
Description PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE
Address 664 ESSA ROAD
 BARRIE

PIN 58730 - 0297 LT
Description PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE
Address 674 ESSA ROAD
 BARRIE

PIN 58730 - 0303 LT
Description PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE
Address 320 MAPLEVIEW DRIVE
 BARRIE

PIN 58730 - 0304 LT
Description CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL
Address 366 MAPLEVIEW DRIVE WEST
 BARRIE

Source Instruments

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
SC1680318	2020 05 13	Charge/Mortgage

Party From(s)

Name 2217467 ONTARIO INC.
Address for Service

Applicant(s)*Capacity**Share*

Name PS HOLDINGS 1 LLC
Address for Service c/o Corporation Service Company
 251 Little Falls Drive
 Wilmington, Delaware 19808
 New Castle County

I, Paul Sadlon, Director, have the authority to bind the corporation
 This document is not authorized under Power of Attorney by this party.

Statements

The name has changed as a result of a change of corporate name authorized under See Schedule and this statement is made for no improper purpose.

Schedule: See Schedules

I, Daniel Richard Law solicitor make the following law statement I am a solicitor for the chargee, PS Holdings 1 LLC. The chargee is an incorporated entity in the jurisdiction in which it has been incorporated.

Signed By

Daniel Richard Law	333 Bay Street, Suite 2400, Bay Adelaide Centre Toronto M5H 2T6	acting for Applicant(s)	Signed	2021 08 06
--------------------	--	----------------------------	--------	------------

Tel 416-366-8381

Fax 416-364-7813

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

Submitted By

FASKEN MARTINEAU DUMOULIN LLP	333 Bay Street, Suite 2400, Bay Adelaide Centre Toronto M5H 2T6	2021 08 06
-------------------------------	--	------------

Submitted By

Tel 416-366-8381
Fax 416-364-7813

Fees/Taxes/Payment

Statutory Registration Fee	\$65.30
Total Paid	\$65.30

File Number

Applicant Client File Number : 267904.00001

SCHEDULE

1. By Certificate of Continuation issued September 8, 2020, 2217467 Ontario Inc. continued into British Columbia from the Jurisdiction of Ontario, under the Business Corporations Act, with the corporate name 1264559 B.C. Ltd.
2. By Certificate of Domestication filed September 23, 2020, with State of Delaware, Secretary of State, Division of Corporations, 1264559 B.C. Ltd continued to the jurisdiction of the State of Delaware.
3. Certificate of Formation of 2217467 Ontario LLC (the “**Certificate**”) was filed with State of Delaware, Secretary of State, Division of Corporations on September 23, 2020.
4. By Amended and Restated Certificate of Formation of 2217467 Ontario LLC (the “**Company**”) dated October 21, 2020, the Certificate was amended and restated and the name of the Company was changed to PS Holdings 1 LLC.

DUPLICATE

Number: C1264559



CERTIFICATE OF CONTINUATION

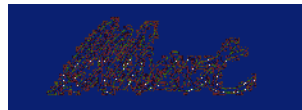
BUSINESS CORPORATIONS ACT

I Hereby Certify that 2217467 ONTARIO INC., has continued into British Columbia from the Jurisdiction of ONTARIO, under the Business Corporations Act, with the name 1264559 B.C. LTD. on September 8, 2020 at 11:01 AM Pacific Time.



Issued under my hand at Victoria, British Columbia

On September 8, 2020



CAROL PREST

Registrar of Companies
Province of British Columbia
Canada

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DOMESTICATION OF "1264559 B.C. LTD.", FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF SEPTEMBER, A.D. 2020, AT 3:11 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

3730333 8100D
SR# 20207438777

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203734014
Date: 09-25-20

**CERTIFICATE OF LIMITED LIABILITY COMPANY DOMESTICATION
OF
1264559 B.C. LTD.**

This Certificate of Limited Liability Company Domestication of 1264559 B.C. Ltd., a British Columbia corporation (the "*Foreign Entity*"), dated as of September 21, 2020, has been duly executed and is being filed on behalf of the Foreign Entity by the undersigned, as an authorized signatory of the Foreign Entity, to domesticate the Foreign Entity as a Delaware limited liability company (the "*Domestication*") pursuant to Section 18-212 of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq. (the "*Act*").

1. The Foreign Entity was first incorporated on September 11, 2009 under the name 2217467 Ontario Inc. in the Province of Ontario. On September 8, 2020, the Foreign Entity continued into the Province of British Columbia as a corporation under the name 1264559 B.C. Ltd.
2. The jurisdiction of the Foreign Entity immediately prior to the filing of this Certificate and the effectiveness of the Domestication is the Province of British Columbia.
3. The name of the Foreign Entity immediately prior to the filing of this Certificate and the effectiveness of the Domestication is 1264559 B.C. Ltd.
4. The name of the limited liability company as set forth in the Certificate of Formation being filed simultaneously with this Certificate in accordance with Section 18-212(b) of the Act is 2217467 Ontario LLC.
5. The Domestication shall become effective upon the filing of this Certificate.
6. The jurisdiction that constituted the seat of the Foreign Entity immediately prior to the filing of this Certificate and the effectiveness of the Domestication is the Province of British Columbia.
7. The Domestication has been approved in the manner provided for by (a) the documents governing the internal affairs of the Foreign Entity and the conduct of its business and (b) applicable non-Delaware law.

[signature page follows]

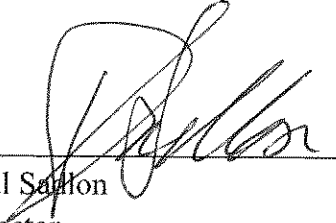
IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first written above.

1264559 B.C. LTD.

By: _____

Name: Paul Saffron

Title: Director

A handwritten signature in black ink, appearing to read "Paul Saffron", is written over a horizontal line. The signature is stylized and cursive.

306471386.3

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "2217467 ONTARIO LLC" FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF SEPTEMBER, A.D. 2020, AT 3:11 O`CLOCK P.M.



A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

3730333 8100D
SR# 20207438777

Authentication: 203734014
Date: 09-25-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

**CERTIFICATE OF FORMATION
OF
2217467 ONTARIO LLC**

This Certificate of Formation of 2217467 Ontario LLC, dated as of September 21, 2020, has been duly executed and is being filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq.

1. The name of the limited liability company formed hereby (the "*Company*") is:

2217467 Ontario LLC

2. The address of the registered office of the Company in the State of Delaware is:

c/o Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

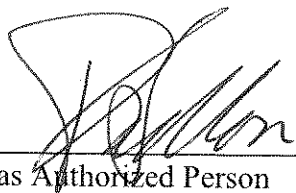
3. The name and address of the registered agent for service of process on the Company in the State of Delaware are:

Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

4. This Certificate of Formation shall become effective upon filing.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first written above.

A handwritten signature in black ink, appearing to read "Paul Sadlon", is written over a horizontal line.

Paul Sadlon, as Authorized Person

Corporate Information

Back

New Search

You are currently logged in as:
pe20758

Date and Time of Search: December 14, 2020 8:49 AM Pacific Time
 Currency Date: October 15, 2020
 Paper filings received at the Corporate Registry after the currency date may not have been filed.

- STEPS**
- Corporate Search
 - Corporate Name Index
 - Corporate Information
 - Corporate Summary

SEARCH

- Corporate Name Index Free
- Corporate Information Free
- Corporate Details and documents \$7

Need to Restore your Company?
[Click here to view the information package](#)

colin 5.1.2 - 5984

HELP DESK: 1 800 663-6102 (Toll free)

December 14, 2020 8:49 AM

Historical

Number: C1264559
 Name: 1264559 B.C. LTD.
 Type: Continuation In
 Business Number: 848088050BC0001

HELP ?

There is a \$7 charge to view any or all electronic documents listed below including the Corporate Summary.

Documents that are available on paper only may be accessed at the Corporate Registry for a fee.

HELP ?



[How long can I view documents after I pay?](#)

Corporate Summary

Click the "View Corporate Summary" button below to see a summary of information about the company, including office addresses and directors.

HELP ?

[View Corporate Summary](#)

Corporate History

HELP ?

Corporate History	Date and Time Filed (Pacific Time)	Details	View Documents
Instrument of Continuation Out	December 13, 2020 7:48 PM	View Comments	Available on paper only
6 Months Consent to Continue Out	September 18, 2020 1:58 PM	View Comments	6 Months Consent to Continue Out Image
Continuation Application	September 08, 2020 11:01 AM		Continuation Application Notice of Articles

**UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF MANAGERS AND THE SOLE MEMBER OF
2217467 ONTARIO LLC**

OCTOBER 20, 2020

THE UNDERSIGNED, being the sole Manager on the Board of Managers and the sole Member of 2217467 Ontario LLC, a Delaware limited liability company (the “*Company*”), acting by written consent without a meeting pursuant to Sections 18-404(d) and 18-302(d), respectively, of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq. (the “*LLC Act*”), hereby consent to and adopt the following resolutions. Capitalized terms used herein but not otherwise defined herein have the meanings set forth in the Limited Liability Company Agreement of the Company, dated as of September 23, 2020 (the “*LLC Agreement*”).

WHEREAS, the Board of Managers and the Member have determined that it is advisable and in the best interests of the Company to change the name of the Company to “PS Holdings 1 LLC” (the “*Name Change*”); and

WHEREAS, to effectuate the Name Change, the Board of Managers and the Member have determined that it is advisable and in the best interests of the Company to cause to be executed and filed with the Office of the Secretary of State of the State of Delaware (the “*Secretary of State*”) an amended and restated certificate of formation of the Company, in substantially the form attached hereto as Exhibit A (the “*A&R Certificate of Formation*”).

NOW, THEREFORE, BE IT:

RESOLVED, that the Name Change and the A&R Certificate of Formation be, and hereby are, authorized and approved;

RESOLVED FURTHER, that the sole Manager, as an “authorized person” of the Company (within the meaning of the LLC Act) be, and hereby is, authorized and directed to execute the A&R Certificate of Formation and cause the same to be filed with the Secretary of State;

RESOLVED FURTHER, that upon the effectiveness of the filing of the A&R Certificate of Formation with the Secretary of State, (i) the name of the Company shall thereby be changed to “PS Holdings 1 LLC”, and (ii) the LLC Agreement shall be deemed amended to reflect the Name Change such that all applicable references in the LLC Agreement to “2217467 Ontario LLC” shall be read as, mean, and be deemed to be references to “PS Holdings 1 LLC”;

RESOLVED FURTHER, that the Manager be, and hereby is, authorized and directed to execute and cause to be filed such other certificates, instruments, consents and documents, and to take such other action, as the Manager may, in his sole discretion, deem necessary, proper, advisable, appropriate or desirable in connection with, or to effectuate, the Name Change;

RESOLVED FURTHER, that the Manager be, and hereby is, authorized and directed to do and perform, or cause to be done and performed, all such acts, deeds and things and to make, execute, and deliver, or cause to be made, executed, and delivered, all such documents or instruments in the name and on behalf of the Company or otherwise as he may, in his sole discretion, deem necessary or appropriate to carry out the purpose and intent of the foregoing resolutions;

RESOLVED FURTHER, that any and all acts that would be authorized by the foregoing resolutions but for the fact that they occurred prior to the adoption of the foregoing resolutions are hereby ratified and confirmed in all respects;

RESOLVED FURTHER, that this written consent may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same consent;

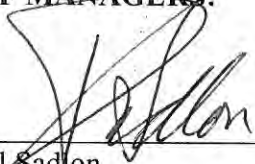
RESOLVED FURTHER, that a signed copy of this written consent delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this consent; and

RESOLVED FURTHER, that this written consent shall be filed with the minutes of the proceedings of the Board of Managers and the Member.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, being the sole Manager on the Board of Managers and the sole Member of the Company, have executed this written consent as of the date first written above.

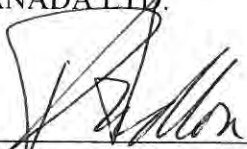
BOARD OF MANAGERS:



Name: Paul Sadlon
Title: Manager

MEMBER:

12242745 CANADA LTD.



By: _____
Name: Paul Sadlon
Title: Director and President

Exhibit A

Form of A&R Certificate of Formation

**AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
2217467 ONTARIO LLC**

This Amended and Restated Certificate of Formation of 2217467 Ontario LLC (the “*Company*”), dated as of _____, 2020, has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of 6 Del. C. § 18-208, for the purpose of amending and restating the original Certificate of Formation of the Company, which was filed with the Office of the Secretary of State of the State of Delaware on September 23, 2020 (the “*Certificate*”).

The Certificate is hereby amended and restated in its entirety as follows:

1. The name of the limited liability company (the “*Company*”) is:

PS Holdings 1 LLC

2. The address of the registered office of the Company in the State of

Delaware is:

c/o Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

3. The name and address of the registered agent for service of process on the Company in the State of Delaware are:

Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation as of the date first above written.

Paul Sadlon, as Authorized Person

**AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
2217467 ONTARIO LLC**

This Amended and Restated Certificate of Formation of 2217467 Ontario LLC (the “*Company*”), dated as of October 20, 2020, has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of 6 Del. C. § 18-208, for the purpose of amending and restating the original Certificate of Formation of the Company, which was filed with the Office of the Secretary of State of the State of Delaware on September 23, 2020 (the “*Certificate*”).

The Certificate is hereby amended and restated in its entirety as follows:

1. The name of the limited liability company (the “*Company*”) is:

PS Holdings 1 LLC

2. The address of the registered office of the Company in the State of

Delaware is:

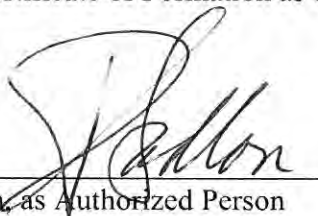
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

3. The name and address of the registered agent for service of process on the Company in the State of Delaware are:

Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation as of the date first above written.

A handwritten signature in black ink, appearing to read "Paul Sadlon", written over a horizontal line.

Paul Sadlon, as Authorized Person

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "2217467 ONTARIO LLC", CHANGING ITS NAME FROM "2217467 ONTARIO LLC" TO "PS HOLDINGS 1 LLC", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF OCTOBER, A.D. 2020, AT 3:12 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

3730333 8100
SR# 20207957416

Authentication: 203929910
Date: 10-23-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

**AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
2217467 ONTARIO LLC**

This Amended and Restated Certificate of Formation of 2217467 Ontario LLC (the "**Company**"), dated as of October 20, 2020, has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of 6 Del. C. § 18-208, for the purpose of amending and restating the original Certificate of Formation of the Company, which was filed with the Office of the Secretary of State of the State of Delaware on September 23, 2020 (the "**Certificate**").

The Certificate is hereby amended and restated in its entirety as follows:

1. The name of the limited liability company (the "**Company**") is:

PS Holdings 1 LLC

2. The address of the registered office of the Company in the State of

Delaware is:

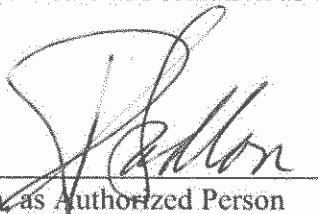
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

3. The name and address of the registered agent for service of process on the Company in the State of Delaware are:

Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation as of the date first above written.

A handwritten signature in black ink, appearing to read "Paul Sadlon", is written over a horizontal line. The signature is stylized and cursive.

Paul Sadlon as Authorized Person

Print clearly in CAPITAL LETTERS
Écrivez clairement en LETTRES MAJUSCULES

1. Registration Type Type d'enregistrement		If B, C, or D enter "Business Identification Number" En cas de B, C ou D, inscrivez le n° d'identification de l'entreprise.		Page <u>1</u> of / de <u>1</u>
<input checked="" type="checkbox"/> A New Nouveau		<input type="checkbox"/> B Renewal Renouvellement		<input type="checkbox"/> C Amendment Modification
		<input type="checkbox"/> D Cancellation Révocation		BIN Business Identification No. NIE N° d'identification de l'entreprise
2. Business Name Nom commercial P S H O L D I N G S 1 L L C				
3. Mailing Address of Registrant Adresse postale de Registrant Street No. / N° de rue: 251 LITTLE FALLS DRIVE Street Name / Nom de la rue: WILMINGTON DELAWARE City / Town / Ville: 19808 Province / Province: USA Suite No. / Bureau n°: Postal Code / Code postal:				
4. Address of principal place of business in Ontario (P.O. Box not acceptable) Adresse de l'établissement principal en Ontario (Case postale non acceptée)				
<input type="checkbox"/> Same as above / comme ci-dessus				
Street No. / N° de rue: 550 Street Name / Nom de la rue: BAYFIELD STREET City / Town / Ville: BARRIE Province / Province: ONTARIO Postal Code / Code postal: L4M 5A2 Country / Pays: CANADA				
5. Give a brief description of the ACTIVITY being carried out under the business name. Résumez brièvement le genre d'ACTIVITÉ exercée sous le nom commercial. H O L D I N G R E A L E S T A T E				
6. Type of Registrant Type d'entité enregistrée				
<input type="checkbox"/> A Ontario Limited Liability Partnership Société à responsabilité limitée de l'Ontario				
<input type="checkbox"/> B More than 10 Partners: records at business address / Plus de 10 associés : dossiers à l'adresse d'affaires				
<input type="checkbox"/> C Extra-Provincial Limited Liability Partnership Société à responsabilité limitée extraprovinciale				
<input checked="" type="checkbox"/> D Extra-Provincial Limited Liability Company Société de capitaux extraprovinciale				
8. Registrant Information (P.O. Box not acceptable) Renseignements sur la personne enregistrée (Case postale non acceptée)				7. Jurisdiction of Formation / Territoire d'origine DELAWARE
Last Name / Nom de famille		First Name / Prénom		Middle Initial / Initiale 2° prénom
9. Street No. / N° de rue: Suite No. / Bureau n°: City / Town / Ville: Province / Province: Postal Code / Code postal: Country / Pays:				
Additional Information. Only complete if the registrant is not an individual. See instructions 8/9 on the form. Renseignements supplémentaires. À remplir uniquement si la personne enregistrée n'est pas un particulier. (Voir Instructions, art. 8 / 9)				Ont. Corporation No. N° matricule de la personne morale en Ontario
8. Last Name / Nom de famille: First Name / Prénom: Middle Initial / Initiale 2° prénom:				
9. Street No. / N° de rue: Suite No. / Bureau n°: City / Town / Ville: Province / Province: Postal Code / Code postal: Country / Pays:				
Additional Information. Only complete if the registrant is not an individual. See instructions 8/9 on the form. Renseignements supplémentaires. À remplir uniquement si la personne enregistrée n'est pas un particulier. (Voir Instructions, art. 8 / 9)				Ont. Corporation No. N° matricule de la personne morale en Ontario
10. Print name of person authorizing this registration (either a partner (for LLP), a general manager/representative (for LLC) or a person acting under power of attorney). Indiquez en lettres majuscules le nom de la personne autorisant l'enregistrement (associé (s.r.l.), directeur général / représentant (s.c.), ou personne habilitée en vertu d'une procuration).				
Last Name / Nom de famille SADLON		First Name / Prénom PAUL		Middle Initial / Initiale 2° prénom:
Additional Information: If the person authorizing the registration is not an individual, (e.g. corporation, trust, syndicate), set out the name, together with the name of the individual authorized to sign on that person's behalf, in "Additional Information", and do not complete the space above (see Instructions, number 10). / Renseignements supplémentaires : Si l'enregistrement est autorisé par une entreprise (personne morale, société de fiducie, consortium, etc.), indiquez ci-dessous la raison sociale de l'entité et le nom de la personne habilitée à signer (voir Instructions, art. 10).				
Additional Information (name) / Renseignements supplémentaires (raison sociale)				
Authorized to Sign / Signataire autorisé				
Last Name / Nom de famille		First Name / Prénom		
MINISTRY USE ONLY - RÉSERVÉ AU MINISTÈRE BIN/EIN: 301210092 NAME/ NOM: PS HOLDING REG/ENR: 2020-10-28 EXP/EXP: 2025-10-27				

Properties

PIN 58730 - 0240 LT
Description PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE
Address 664 ESSA ROAD
 BARRIE

PIN 58730 - 0297 LT
Description PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE
Address 674 ESSA ROAD
 BARRIE

PIN 58730 - 0303 LT
Description PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE
Address 320 MAPLEVIEW DRIVE
 BARRIE

PIN 58730 - 0304 LT
Description CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL
Address 366 MAPLEVIEW DRIVE WEST
 BARRIE

Source Instruments

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
SC1680318	2020 05 13	Charge/Mortgage

Party From(s)

Name 2252841 ONTARIO INC.
Address for Service

Applicant(s)*Capacity**Share*

Name PS HOLDINGS 2 LLC
Address for Service c/o Corporation Service Company
 251 Little Falls Drive
 Wilmington, Delaware 19808
 New Castle County

I, Paul Sadlon, Director, have the authority to bind the corporation
 This document is not authorized under Power of Attorney by this party.

Statements

The name has changed as a result of a change of corporate name authorized under See Schedule and this statement is made for no improper purpose.

Schedule: See Schedules

I, Daniel Richard Law solicitor make the following law statement I am a solicitor for the chargee, PS Holdings 2 LLC. The chargee is an incorporated entity in the jurisdiction in which it has been incorporated.

Signed By

Daniel Richard Law	333 Bay Street, Suite 2400, Bay Adelaide Centre Toronto M5H 2T6	acting for Applicant(s)	Signed	2021 08 06
--------------------	--	----------------------------	--------	------------

Tel 416-366-8381

Fax 416-364-7813

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

Submitted By

FASKEN MARTINEAU DUMOULIN LLP	333 Bay Street, Suite 2400, Bay Adelaide Centre Toronto M5H 2T6	2021 08 06
-------------------------------	--	------------

Submitted By

Tel 416-366-8381

Fax 416-364-7813

Fees/Taxes/Payment

Statutory Registration Fee \$65.30

Total Paid \$65.30

File Number

Applicant Client File Number : 267904.00001

SCHEDULE

1. By Certificate of Continuation issued September 8, 2020, 2252841 Ontario Inc. continued into British Columbia from the Jurisdiction of Ontario, under the Business Corporations Act, with the corporate name 1264549 B.C. Ltd.
2. By Certificate of Domestication filed September 23, 2020, with State of Delaware, Secretary of State, Division of Corporations, 1264549 B.C. Ltd continued to the jurisdiction of the State of Delaware.
3. Certificate of Formation of 2252841 Ontario LLC (the “**Certificate**”) was filed with State of Delaware, Secretary of State, Division of Corporations on September 23, 2020.
4. By Amended and Restated Certificate of Formation of 2252841 Ontario LLC (the “**Company**”) dated October 21, 2020, the Certificate was amended and restated and the name of the Company was changed to PS Holdings 2 LLC.

DUPLICATE

Number: C1264549



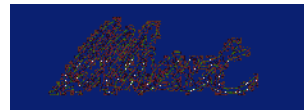
CERTIFICATE OF CONTINUATION

BUSINESS CORPORATIONS ACT

I Hereby Certify that 2252841 ONTARIO INC., has continued into British Columbia from the Jurisdiction of ONTARIO, under the Business Corporations Act, with the name 1264549 B.C. LTD. on September 8, 2020 at 10:35 AM Pacific Time.



*Issued under my hand at Victoria, British Columbia
On September 8, 2020*



CAROL PREST
Registrar of Companies
Province of British Columbia
Canada

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DOMESTICATION OF "1264549 B.C. LTD.", FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF SEPTEMBER, A.D. 2020, AT 3:01 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

3730097 8100D
SR# 20207438368

Authentication: 203733928
Date: 09-25-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

**CERTIFICATE OF LIMITED LIABILITY COMPANY DOMESTICATION
OF
1264549 B.C. LTD.**


This Certificate of Limited Liability Company Domestication of 1264549 B.C. Ltd., a British Columbia corporation (the “*Foreign Entity*”), dated as of September 21, 2020, has been duly executed and is being filed on behalf of the Foreign Entity by the undersigned, as an authorized signatory of the Foreign Entity, to domesticate the Foreign Entity as a Delaware limited liability company (the “*Domestication*”) pursuant to Section 18-212 of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq. (the “*Act*”).

1. The Foreign Entity was first incorporated on August 6, 2010 under the name 2252841 Ontario Inc. in the Province of Ontario. On September 8, 2020, the Foreign Entity continued into the Province of British Columbia as a corporation under the name 1264549 B.C. Ltd.
2. The jurisdiction of the Foreign Entity immediately prior to the filing of this Certificate and the effectiveness of the Domestication is the Province of British Columbia.
3. The name of the Foreign Entity immediately prior to the filing of this Certificate and the effectiveness of the Domestication is 1264549 B.C. Ltd.
4. The name of the limited liability company as set forth in the Certificate of Formation being filed simultaneously with this Certificate in accordance with Section 18-212(b) of the Act is 2252841 Ontario LLC.
5. The Domestication shall become effective upon the filing of this Certificate.
6. The jurisdiction that constituted the seat of the Foreign Entity immediately prior to the filing of this Certificate and the effectiveness of the Domestication is the Province of British Columbia.
7. The Domestication has been approved in the manner provided for by (a) the documents governing the internal affairs of the Foreign Entity and the conduct of its business and (b) applicable non-Delaware law.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first written above.

1264549 B.C. LTD.

By: _____ 

Name: Paul Sadlon

Title: Director

306477265.2

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "2252841 ONTARIO LLC" FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF SEPTEMBER, A.D. 2020, AT 3:01 O`CLOCK P.M.



Jeffrey W. Bullock, Secretary of State

3730097 8100D
SR# 20207438368

Authentication: 203733928
Date: 09-25-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

**CERTIFICATE OF FORMATION
OF
2252841 ONTARIO LLC**

This Certificate of Formation of 2252841 Ontario LLC, dated as of September 21, 2020, has been duly executed and is being filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq.

1. The name of the limited liability company formed hereby (the "*Company*") is:

2252841 Ontario LLC

2. The address of the registered office of the Company in the State of Delaware is:

c/o Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

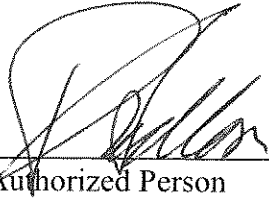
3. The name and address of the registered agent for service of process on the Company in the State of Delaware are:

Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

4. This Certificate of Formation shall become effective upon filing.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first written above.

A handwritten signature in black ink, appearing to read 'Paul Sadlon', is written over a horizontal line.

Paul Sadlon, as Authorized Person

Corporate Information

Back

New Search

You are currently logged in as:

pe20758

Date and Time of Search: **December 14, 2020 8:49 AM Pacific Time**
 Currency Date: **October 15, 2020**
 Paper filings received at the Corporate Registry after the currency date may not have been filed.

- STEPS**
- Corporate Search
 - Corporate Name Index
 - Corporate Information**
 - Corporate Summary

SEARCH

- Corporate Name Index Free
- Corporate Information Free
- Corporate Details and documents \$7

Need to Restore your Company?
[Click here to view the information package](#)

colin 5.1.2 - 5984

HELP DESK: 1 800 663-6102 (Toll free)

December 14, 2020 8:49 AM

Historical

Number: **C1264549**
 Name: **1264549 B.C. LTD.**
 Type: **Continuation In**
 Business Number: **852653203BC0001**

HELP ?

There is a \$7 charge to view any or all electronic documents listed below including the Corporate Summary.

Documents that are available on paper only may be accessed at the Corporate Registry for a fee.

HELP ?



[How long can I view documents after I pay?](#)

Corporate Summary

Click the "View Corporate Summary" button below to see a summary of information about the company, including office addresses and directors.

HELP ?

View Corporate Summary

Corporate History

HELP ?

Corporate History	Date and Time Filed (Pacific Time)	Details	View Documents
Instrument of Continuation Out	December 13, 2020 7:44 PM	View Comments	Available on paper only
6 Months Consent to Continue Out	September 18, 2020 2:02 PM	View Comments	6 Months Consent to Continue Out Image
Continuation Application	September 08, 2020 10:35 AM		Continuation Application Notice of Articles

**UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF MANAGERS AND THE SOLE MEMBER OF
2252841 ONTARIO LLC**

OCTOBER 20, 2020

THE UNDERSIGNED, being the sole Manager on the Board of Managers and the sole Member of 2252841 Ontario LLC, a Delaware limited liability company (the “*Company*”), acting by written consent without a meeting pursuant to Sections 18-404(d) and 18-302(d), respectively, of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq. (the “*LLC Act*”); hereby consent to and adopt the following resolutions. Capitalized terms used herein but not otherwise defined herein have the meanings set forth in the Limited Liability Company Agreement of the Company, dated as of September 23, 2020 (the “*LLC Agreement*”).

WHEREAS, the Board of Managers and the Member have determined that it is advisable and in the best interests of the Company to change the name of the Company to “PS Holdings 2 LLC” (the “*Name Change*”); and

WHEREAS, to effectuate the Name Change, the Board of Managers and the Member have determined that it is advisable and in the best interests of the Company to cause to be executed and filed with the Office of the Secretary of State of the State of Delaware (the “*Secretary of State*”) an amended and restated certificate of formation of the Company, in substantially the form attached hereto as Exhibit A (the “*A&R Certificate of Formation*”).

NOW, THEREFORE, BE IT:

RESOLVED, that the Name Change and the A&R Certificate of Formation be, and hereby are, authorized and approved;

RESOLVED FURTHER, that the sole Manager, as an “authorized person” of the Company (within the meaning of the LLC Act) be, and hereby is, authorized and directed to execute the A&R Certificate of Formation and cause the same to be filed with the Secretary of State;

RESOLVED FURTHER, that upon the effectiveness of the filing of the A&R Certificate of Formation with the Secretary of State, (i) the name of the Company shall thereby be changed to “PS Holdings 2 LLC”, and (ii) the LLC Agreement shall be deemed amended to reflect the Name Change such that all applicable references in the LLC Agreement to “2252841 Ontario LLC” shall be read as, mean, and be deemed to be references to “PS Holdings 2 LLC”;

RESOLVED FURTHER, that the Manager be, and hereby is, authorized and directed to execute and cause to be filed such other certificates, instruments, consents and documents, and to take such other action, as the Manager may, in his sole discretion, deem necessary, proper, advisable, appropriate or desirable in connection with, or to effectuate, the Name Change;

RESOLVED FURTHER, that the Manager be, and hereby is, authorized and directed to do and perform, or cause to be done and performed, all such acts, deeds and things and to make, execute, and deliver, or cause to be made, executed, and delivered, all such documents or instruments in the name and on behalf of the Company or otherwise as he may, in his sole discretion, deem necessary or appropriate to carry out the purpose and intent of the foregoing resolutions;

RESOLVED FURTHER, that any and all acts that would be authorized by the foregoing resolutions but for the fact that they occurred prior to the adoption of the foregoing resolutions are hereby ratified and confirmed in all respects;

RESOLVED FURTHER, that this written consent may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same consent;

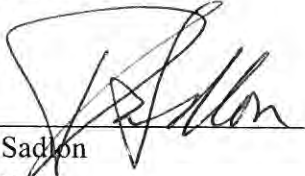
RESOLVED FURTHER, that a signed copy of this written consent delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this consent; and

RESOLVED FURTHER, that this written consent shall be filed with the minutes of the proceedings of the Board of Managers and the Member.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, being the sole Manager on the Board of Managers and the sole Member of the Company, have executed this written consent as of the date first written above.

BOARD OF MANAGERS:



Name: Paul Sadlon
Title: Manager

MEMBER:

12242745 CANADA LTD



By: _____
Name: Paul Sadlon
Title: Director and President

Exhibit A

Form of A&R Certificate of Formation

**AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
2252841 ONTARIO LLC**

This Amended and Restated Certificate of Formation of 2252841 Ontario LLC (the “*Company*”), dated as of _____, 2020, has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of 6 Del. C. § 18-208, for the purpose of amending and restating the original Certificate of Formation of the Company, which was filed with the Office of the Secretary of State of the State of Delaware on September 23, 2020 (the “*Certificate*”).

The Certificate is hereby amended and restated in its entirety as follows:

1. The name of the limited liability company (the “*Company*”) is:

PS Holdings 2 LLC

2. The address of the registered office of the Company in the State of

Delaware is:

c/o Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

3. The name and address of the registered agent for service of process on the Company in the State of Delaware are:

Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation as of the date first above written.

Paul Sadlon, as Authorized Person

**AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
2252841 ONTARIO LLC**

This Amended and Restated Certificate of Formation of 2252841 Ontario LLC (the “*Company*”), dated as of October 20, 2020, has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of 6 Del. C. § 18-208, for the purpose of amending and restating the original Certificate of Formation of the Company, which was filed with the Office of the Secretary of State of the State of Delaware on September 23, 2020 (the “*Certificate*”).

The Certificate is hereby amended and restated in its entirety as follows:

1. The name of the limited liability company (the “*Company*”) is:

PS Holdings 2 LLC

2. The address of the registered office of the Company in the State of

Delaware is:

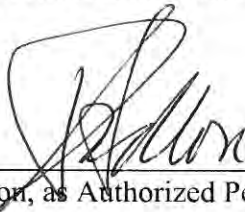
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

3. The name and address of the registered agent for service of process on the Company in the State of Delaware are:

Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation as of the date first above written.

A handwritten signature in black ink, appearing to read "Paul Sadlon", written over a horizontal line.

Paul Sadlon, as Authorized Person

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "2252841 ONTARIO LLC", CHANGING ITS NAME FROM "2252841 ONTARIO LLC" TO "PS HOLDINGS 2 LLC", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF OCTOBER, A.D. 2020, AT 3:14 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

3730097 8100
SR# 20207957516

Authentication: 203929954
Date: 10-23-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

**AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
2252841 ONTARIO LLC**

This Amended and Restated Certificate of Formation of 2252841 Ontario LLC (the "**Company**"), dated as of October 20, 2020, has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of 6 Del. C. § 18-208, for the purpose of amending and restating the original Certificate of Formation of the Company, which was filed with the Office of the Secretary of State of the State of Delaware on September 23, 2020 (the "**Certificate**").

The Certificate is hereby amended and restated in its entirety as follows:

1. The name of the limited liability company (the "**Company**") is:

PS Holdings 2 LLC

2. The address of the registered office of the Company in the State of Delaware is:

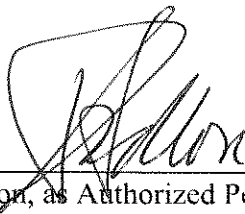
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

3. The name and address of the registered agent for service of process on the Company in the State of Delaware are:

Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation as of the date first above written.

A handwritten signature in black ink, appearing to read "Paul Sadlon", written over a horizontal line.

Paul Sadlon, as Authorized Person

Print clearly in CAPITAL LETTERS
Ecrivez clairement en LETTRES MAJUSCULES

1. Registration Type Type d'enregistrement		If B, C, or D enter "Business Identification Number" En cas de B, C ou D, inscrivez le n° d'identification de l'entreprise.		Page <u>1</u> of / de <u>1</u>
A <input checked="" type="checkbox"/> New Nouveau		B <input type="checkbox"/> Renewal Renouvellement		C <input type="checkbox"/> Amendment Modification
		D <input type="checkbox"/> Cancellation Révocation		BIN Business Identification No. NIE N° d'identification de l'entreprise
2. Business Name Nom commercial				
P S H O L D I N G S 2 L L C				
3. Mailing Address of Registrant Adresse postale de Registrant				
Street No. / N° de rue		Street Name / Nom de la rue		Suite No. / Bureau n°
251 LITTLE FALLS DRIVE				
City / Town / Ville		Province / Province		Postal Code / Code postal
WILMINGTON DELAWARE		19808		
Country / Pays		USA		
4. Address of principal place of business in Ontario (P.O. Box not acceptable) Adresse de l'établissement principal en Ontario (Case postale non acceptée)				
<input type="checkbox"/> Same as above / comme ci-dessus				
Street No. / N° de rue		Street Name / Nom de la rue		Suite No. / Bureau n°
550		BAYFIELD STREET		
Province / Province		Postal Code / Code postal		Country / Pays
ONTARIO		L4M 5A2		CANADA
5. Give a brief description of the ACTIVITY being carried out under the business name. Résumez brièvement le genre d'ACTIVITÉ exercée sous le nom commercial.				
H O L D I N G R E A L E S T A T E				
6. Type of Registrant Type d'entité enregistrée				
<input type="checkbox"/> More than 10 Partners: records at business address / Plus de 10 associés : dossiers à l'adresse d'affaires				
A <input type="checkbox"/> Ontario Limited Liability Partnership Société à responsabilité limitée de l'Ontario		OR B <input type="checkbox"/> Extra-Provincial Limited Liability Partnership Société à responsabilité limitée extraprovinciale		OR C <input checked="" type="checkbox"/> Extra-Provincial Limited Liability Company Société de capitaux extraprovinciale
8. Registrant Information (P.O. Box not acceptable) Renseignements sur la personne enregistrée (Case postale non acceptée)				7. Jurisdiction of Formation / Territoire d'origine
Last Name / Nom de famille				DELAWARE
First Name / Prénom		Middle Initial / Initiale 2° prénom		
9. Street No. / N° de rue Street Name / Nom de la rue Suite No. / Bureau n° City / Town / Ville				
Province / Province		Postal Code / Code postal		Country / Pays
Additional Information. Only complete if the registrant is not an individual. See instructions 8/9 on the form. Renseignements supplémentaires. À remplir uniquement si la personne enregistrée n'est pas un particulier. (Voir Instructions, art. 8 / 9)				Ont. Corporation No. N° matricule de la personne morale en Ontario
8. Last Name / Nom de famille First Name / Prénom Middle Initial / Initiale 2° prénom				
9. Street No. / N° de rue Street Name / Nom de la rue Suite No. / Bureau n° City / Town / Ville				
Province / Province		Postal Code / Code postal		Country / Pays
Additional Information. Only complete if the registrant is not an individual. See instructions 8/9 on the form. Renseignements supplémentaires. À remplir uniquement si la personne enregistrée n'est pas un particulier. (Voir Instructions, art. 8 / 9)				Ont. Corporation No. N° matricule de la personne morale en Ontario
10. Print name of person authorizing this registration (either a partner (for LLP), a general manager/representative (for LLC) or a person acting under power of attorney). Indiquez en lettres majuscules le nom de la personne autorisant l'enregistrement (associé (s.r.l.), directeur général / représentant (s.c.), ou personne habilitée en vertu d'une procuration).				
Last Name / Nom de famille		First Name / Prénom		Middle Initial / Initiale 2° prénom
SADLON		PAUL		
Additional Information: If the person authorizing the registration is not an individual, (e.g. corporation, trust, syndicate), set out the name, together with the name of the individual authorized to sign on that person's behalf, in "Additional Information", and do not complete the space above (see Instructions, number 10). / Renseignements supplémentaires : Si l'enregistrement est autorisé par une entreprise (personne morale, société de fiducie, consortium, etc.), indiquez ci-dessous la raison sociale de l'entité et le nom de la personne habilitée à signer (voir Instructions, art. 10).				
Additional Information (name) / Renseignements supplémentaires (raison sociale)				
Authorized to Sign / Signataire autorisé				
Last Name / Nom de famille		First Name / Prénom		
MINISTRY USE ONLY - RÉSERVÉ AU MINISTÈRE BIN/EIN: 301210258 NAME/ NOM: PS HOLDING REG/ENR: 2020-10-28 EXP/EXP: 2025-10-27				

Properties

PIN 58730 - 0240 LT
Description PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE
Address 664 ESSA ROAD
 BARRIE

PIN 58730 - 0297 LT
Description PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE
Address 674 ESSA ROAD
 BARRIE

PIN 58730 - 0303 LT
Description PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE
Address 320 MAPLEVIEW DRIVE
 BARRIE

PIN 58730 - 0304 LT
Description CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL
Address 366 MAPLEVIEW DRIVE WEST
 BARRIE

Source Instruments

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
SC1680318	2020 05 13	Charge/Mortgage

Party From(s)

Name 2252842 ONTARIO INC.
Address for Service

Applicant(s)*Capacity**Share*

Name PS HOLDINGS 3 LLC
Address for Service c/o Corporation Service Company
 251 Little Falls Drive
 Wilmington, Delaware 19808
 New Castle County

I, Paul Sadlon, Director, have the authority to bind the corporation
 This document is not authorized under Power of Attorney by this party.

Statements

The name has changed as a result of a change of corporate name authorized under See Schedule and this statement is made for no improper purpose.

Schedule: See Schedules

I, Daniel Richard Law solicitor make the following law statement I am a solicitor for the chargee, PS Holdings 3 LLC. The chargee is an incorporated entity in the jurisdiction in which it has been incorporated.

Signed By

Daniel Richard Law 333 Bay Street, Suite 2400, Bay acting for Signed 2021 08 06
 Adelaide Centre Applicant(s)
 Toronto
 M5H 2T6

Tel 416-366-8381

Fax 416-364-7813

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

Submitted By

FASKEN MARTINEAU DUMOULIN LLP 333 Bay Street, Suite 2400, Bay 2021 08 06
 Adelaide Centre
 Toronto
 M5H 2T6

Submitted By

Tel 416-366-8381
Fax 416-364-7813

Fees/Taxes/Payment

Statutory Registration Fee	\$65.30
Total Paid	\$65.30

File Number

Applicant Client File Number : 267904.00001

SCHEDULE

1. By Certificate of Continuation issued September 8, 2020, 2252842 Ontario Inc. continued into British Columbia from the Jurisdiction of Ontario, under the Business Corporations Act, with the corporate name 1264554 B.C. Ltd.
2. By Certificate of Domestication filed September 23, 2020, with State of Delaware, Secretary of State, Division of Corporations, 1264554 B.C. Ltd continued to the jurisdiction of the State of Delaware.
3. Certificate of Formation of 2252842 Ontario LLC (the “**Certificate**”) was filed with State of Delaware, Secretary of State, Division of Corporations on September 23, 2020.
4. By Amended and Restated Certificate of Formation of 2252842 Ontario LLC (the “**Company**”) dated October 21, 2020, the Certificate was amended and restated and the name of the Company was changed to PS Holdings 3 LLC.

DUPLICATE

Number: C1264554



CERTIFICATE OF CONTINUATION

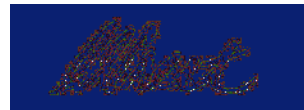
BUSINESS CORPORATIONS ACT

I Hereby Certify that 2252842 ONTARIO INC., has continued into British Columbia from the Jurisdiction of ONTARIO, under the Business Corporations Act, with the name 1264554 B.C. LTD. on September 8, 2020 at 10:48 AM Pacific Time.



Issued under my hand at Victoria, British Columbia

On September 8, 2020



CAROL PREST

Registrar of Companies
Province of British Columbia
Canada

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DOMESTICATION OF "1264554 B.C. LTD.", FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF SEPTEMBER, A.D. 2020, AT 3:09 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

3730259 8100D
SR# 20207438659

Authentication: 203733988
Date: 09-25-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

**CERTIFICATE OF LIMITED LIABILITY COMPANY DOMESTICATION
OF
1264554 B.C. LTD.**

This Certificate of Limited Liability Company Domestication of 1264554 B.C. Ltd., a British Columbia corporation (the "*Foreign Entity*"), dated as of September 21, 2020, has been duly executed and is being filed on behalf of the Foreign Entity by the undersigned, as an authorized signatory of the Foreign Entity, to domesticate the Foreign Entity as a Delaware limited liability company (the "*Domestication*") pursuant to Section 18-212 of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq. (the "*Act*").

1. The Foreign Entity was first incorporated on August 6, 2010 under the name 2252842 Ontario Inc. in the Province of Ontario. On September 8, 2020, the Foreign Entity continued into the Province of British Columbia as a corporation under the name 1264554 B.C. Ltd.
2. The jurisdiction of the Foreign Entity immediately prior to the filing of this Certificate and the effectiveness of the Domestication is the Province of British Columbia.
3. The name of the Foreign Entity immediately prior to the filing of this Certificate and the effectiveness of the Domestication is 1264554 B.C. Ltd.
4. The name of the limited liability company as set forth in the Certificate of Formation being filed simultaneously with this Certificate in accordance with Section 18-212(b) of the Act is 2252842 Ontario LLC.
5. The Domestication shall become effective upon the filing of this Certificate.
6. The jurisdiction that constituted the seat of the Foreign Entity immediately prior to the filing of this Certificate and the effectiveness of the Domestication is the Province of British Columbia.
7. The Domestication has been approved in the manner provided for by (a) the documents governing the internal affairs of the Foreign Entity and the conduct of its business and (b) applicable non-Delaware law.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first written above.

1264554 B.C. LTD.

By: _____

A handwritten signature in black ink, appearing to read "Paul Sadlon", written over a horizontal line.

Name: Paul Sadlon

Title: Director

306477278.2

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "2252842 ONTARIO LLC" FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF SEPTEMBER, A.D. 2020, AT 3:09 O`CLOCK P.M.



A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

3730259 8100D
SR# 20207438659

Authentication: 203733988
Date: 09-25-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF FORMATION
OF
2252842 ONTARIO LLC

This Certificate of Formation of 2252842 Ontario LLC, dated as of September 21, 2020, has been duly executed and is being filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq.

1. The name of the limited liability company formed hereby (the "*Company*") is:

2252842 Ontario LLC

2. The address of the registered office of the Company in the State of Delaware is:

c/o Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

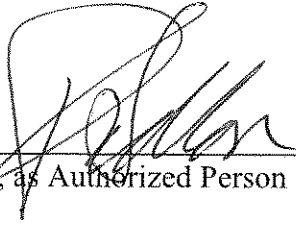
3. The name and address of the registered agent for service of process on the Company in the State of Delaware are:

Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

4. This Certificate of Formation shall become effective upon filing.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first written above.



Paul Sadlon, as Authorized Person

1264554 B.C. LTD.
(the “Company”)

The undersigned, being the sole director of the Company, hereby consents in writing to the following resolutions passed as of September 21, 2020:

DOMESTICATION INTO DELAWARE

WHEREAS:

- A. The Company wishes to continue out of the Province of British Columbia and into the State of Delaware pursuant to the provisions of section 308 of the *Business Corporations Act* (British Columbia), and the proposed continuation has been duly authorized and approved by way of a special resolution passed by the sole shareholder of the Company;
- B. The Company has since applied to the Registrar of Companies for British Columbia for authorization to continue of the Province of British Columbia and into the State of Delaware as aforementioned;
- C. To carry out the proposed continuation, subject to receipt of the foregoing authorization, the Company wishes to be domesticated directly into the State of Delaware (the “Domestication”) as a limited liability company (the “LLC”) pursuant to Section 18-212 of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq.; and
- D. It is expedient and in the best interests of the Company to authorize and approve the Domestication, including the execution of the Certificate of Limited Liability Company Domestication and the Certificate of Formation, both of which will be filed on behalf of the Company with the Office of the Secretary of State of the State of Delaware, as well as the Limited Liability Company Agreement of the LLC, which will take effect as of the effective time of the Domestication.

NOW, THEREFORE, BE IT RESOLVED that:

- (a) the Domestication be and is hereby authorized and approved;
- (b) the Certificate of Limited Liability Company Domestication and the Certificate of Formation, both of which will be filed on behalf of the Company with the Office of the Secretary of State of the State of Delaware substantially in the form attached hereto as Schedules A and B respectively, be and are hereby approved in all respects;
- (c) the Limited Liability Company Agreement of the LLC, in substantially the form attached hereto as Schedule C, be and is hereby approved in all respects; and

- (d) any director or officer of the Company be and is hereby authorized and directed to execute and deliver any and all documents, and to perform on behalf of the Company any and all tasks, as may be necessary or desirable to effect the proposed continuance of the Company by means of the Domestication, including the execution and filing of the Certificate of Limited Liability Company Domestication and the Certificate of Formation on behalf of the Company with the Office of the Secretary of State of the State of Delaware, and the execution and delivery of the Limited Liability Company Agreement of the LLC.

DELIVERY BY ELECTRONIC MEANS

These resolutions may be executed and delivered by means of facsimile, portable document format (PDF) or any other means of electronic transmission, which when so executed and delivered shall be deemed to be an original.



PAUL SADLON

**12242745 CANADA LTD.
(the "Corporation")**

The undersigned, being the sole director of the Corporation, hereby consents in writing to the following resolutions passed as of September 21, 2020:

LIMITED LIABILITY COMPANY AGREEMENT

WHEREAS:

A. The Corporation is the sole shareholder of 1264554 B.C. Ltd. ("Canco") and has passed a special resolution to authorize and approve the continuance of Canco out of the provincial jurisdiction of British Columbia and into the State of Delaware pursuant to the provisions of section 308 of the *Business Corporations Act* (British Columbia);

B. It is intended that the continuance be carried out by having Canco domesticated directly into the State of Delaware (the "Domestication") as a limited liability company (the "LLC") pursuant to Section 18-212 of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq.; and

C. As part of the Domestication, Canco will become governed by a Limited Liability Company Agreement of the LLC made between the Corporation as the sole member of the LLC and the managers of the LLC, and it is expedient and in the best interests of the Corporation to authorize and approve the Limited Liability Company Agreement of the LLC.

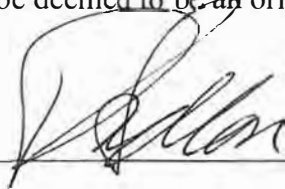
NOW, THEREFORE, BE IT RESOLVED that:

- (a) the Limited Liability Company Agreement of the LLC, in substantially the form attached hereto as Schedule A, be and is hereby authorized and approved in all respects; and
- (b) any director or officer of the Corporation be and is hereby authorized and directed to execute and deliver the Limited Liability Company Agreement of the LLC for and on behalf of the Corporation, as the sole member thereunder, containing any modifications and alterations as he considers necessary or advisable.

DELIVERY BY ELECTRONIC MEANS

These resolutions may be executed and delivered by means of facsimile, portable document format (PDF) or any other means of electronic transmission, which when so executed and delivered shall be deemed to be an original.

PAUL SADLON



Corporate Information

Back

New Search

You are currently logged in as:

pe20758

Date and Time of Search: **December 14, 2020 8:50 AM Pacific Time**
 Currency Date: **October 15, 2020**
 Paper filings received at the Corporate Registry after the currency date may not have been filed.

- STEPS**
- Corporate Search
 - Corporate Name Index
 - Corporate Information**
 - Corporate Summary

SEARCH

- Corporate Name Index Free
- Corporate Information Free
- Corporate Details and documents \$7

Need to Restore your Company?
[Click here to view the information package](#)

colin 5.1.2 - 5984

HELP DESK: 1 800 663-6102 (Toll free)

December 14, 2020 8:50 AM

Historical

Number: **C1264554**
 Name: **1264554 B.C. LTD.**
 Type: **Continuation In**
 Business Number: **857474712BC0001**

HELP ?

There is a \$7 charge to view any or all electronic documents listed below including the Corporate Summary.

Documents that are available on paper only may be accessed at the Corporate Registry for a fee.

HELP ?



[How long can I view documents after I pay?](#)

Corporate Summary

Click the "View Corporate Summary" button below to see a summary of information about the company, including office addresses and directors.

HELP ?

View Corporate Summary

Corporate History

HELP ?

Corporate History	Date and Time Filed (Pacific Time)	Details	View Documents
Instrument of Continuation Out	December 13, 2020 7:51 PM	View Comments	Available on paper only
6 Months Consent to Continue Out	September 18, 2020 1:47 PM	View Comments	6 Months Consent to Continue Out Image
Continuation Application	September 08, 2020 10:48 AM		Continuation Application Notice of Articles

**UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF MANAGERS AND THE SOLE MEMBER OF
2252842 ONTARIO LLC**

OCTOBER 20, 2020

THE UNDERSIGNED, being the sole Manager on the Board of Managers and the sole Member of 2252842 Ontario LLC, a Delaware limited liability company (the “*Company*”), acting by written consent without a meeting pursuant to Sections 18-404(d) and 18-302(d), respectively, of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq. (the “*LLC Act*”), hereby consent to and adopt the following resolutions. Capitalized terms used herein but not otherwise defined herein have the meanings set forth in the Limited Liability Company Agreement of the Company, dated as of September 23, 2020 (the “*LLC Agreement*”).

WHEREAS, the Board of Managers and the Member have determined that it is advisable and in the best interests of the Company to change the name of the Company to “PS Holdings 3 LLC” (the “*Name Change*”); and

WHEREAS, to effectuate the Name Change, the Board of Managers and the Member have determined that it is advisable and in the best interests of the Company to cause to be executed and filed with the Office of the Secretary of State of the State of Delaware (the “*Secretary of State*”) an amended and restated certificate of formation of the Company, in substantially the form attached hereto as Exhibit A (the “*A&R Certificate of Formation*”).

NOW, THEREFORE, BE IT:

RESOLVED, that the Name Change and the A&R Certificate of Formation be, and hereby are, authorized and approved;

RESOLVED FURTHER, that the sole Manager, as an “authorized person” of the Company (within the meaning of the LLC Act) be, and hereby is, authorized and directed to execute the A&R Certificate of Formation and cause the same to be filed with the Secretary of State;

RESOLVED FURTHER, that upon the effectiveness of the filing of the A&R Certificate of Formation with the Secretary of State, (i) the name of the Company shall thereby be changed to “PS Holdings 3 LLC”, and (ii) the LLC Agreement shall be deemed amended to reflect the Name Change such that all applicable references in the LLC Agreement to “2252842 Ontario LLC” shall be read as, mean, and be deemed to be references to “PS Holdings 3 LLC”;

RESOLVED FURTHER, that the Manager be, and hereby is, authorized and directed to execute and cause to be filed such other certificates, instruments, consents and documents, and to take such other action, as the Manager may, in his sole discretion, deem necessary, proper, advisable, appropriate or desirable in connection with, or to effectuate, the Name Change;

RESOLVED FURTHER, that the Manager be, and hereby is, authorized and directed to do and perform, or cause to be done and performed, all such acts, deeds and things and to make, execute, and deliver, or cause to be made, executed, and delivered, all such documents or instruments in the name and on behalf of the Company or otherwise as he may, in his sole discretion, deem necessary or appropriate to carry out the purpose and intent of the foregoing resolutions;

RESOLVED FURTHER, that any and all acts that would be authorized by the foregoing resolutions but for the fact that they occurred prior to the adoption of the foregoing resolutions are hereby ratified and confirmed in all respects;

RESOLVED FURTHER, that this written consent may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same consent;

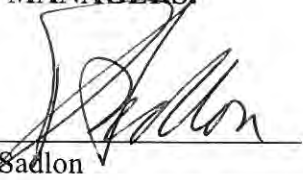
RESOLVED FURTHER, that a signed copy of this written consent delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this consent; and

RESOLVED FURTHER, that this written consent shall be filed with the minutes of the proceedings of the Board of Managers and the Member.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, being the sole Manager on the Board of Managers and the sole Member of the Company, have executed this written consent as of the date first written above.

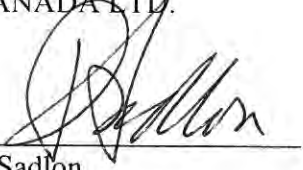
BOARD OF MANAGERS:



Name: Paul Sadlon
Title: Manager

MEMBER:

12242745 CANADA LTD.



By: _____
Name: Paul Sadlon
Title: Director and President

Exhibit A

Form of A&R Certificate of Formation

**AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
2252842 ONTARIO LLC**

This Amended and Restated Certificate of Formation of 2252842 Ontario LLC (the “*Company*”), dated as of _____, 2020, has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of 6 Del. C. § 18-208, for the purpose of amending and restating the original Certificate of Formation of the Company, which was filed with the Office of the Secretary of State of the State of Delaware on September 23, 2020 (the “*Certificate*”).

The Certificate is hereby amended and restated in its entirety as follows:

1. The name of the limited liability company (the “*Company*”) is:

PS Holdings 3 LLC

2. The address of the registered office of the Company in the State of

Delaware is:

c/o Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

3. The name and address of the registered agent for service of process on the Company in the State of Delaware are:

Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation as of the date first above written.

Paul Sadlon, as Authorized Person

**AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
2252842 ONTARIO LLC**

This Amended and Restated Certificate of Formation of 2252842 Ontario LLC (the “*Company*”), dated as of October 20, 2020, has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of 6 Del. C. § 18-208, for the purpose of amending and restating the original Certificate of Formation of the Company, which was filed with the Office of the Secretary of State of the State of Delaware on September 23, 2020 (the “*Certificate*”).

The Certificate is hereby amended and restated in its entirety as follows:

1. The name of the limited liability company (the “*Company*”) is:

PS Holdings 3 LLC

2. The address of the registered office of the Company in the State of

Delaware is:

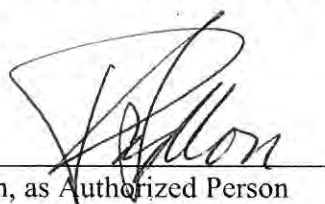
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

3. The name and address of the registered agent for service of process on the Company in the State of Delaware are:

Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation as of the date first above written.

A handwritten signature in black ink, appearing to read "Paul Sadlon", is written over a horizontal line. The signature is stylized and cursive.

Paul Sadlon, as Authorized Person

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "2252842 ONTARIO LLC", CHANGING ITS NAME FROM "2252842 ONTARIO LLC" TO "PS HOLDINGS 3 LLC", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF OCTOBER, A.D. 2020, AT 3:15 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

3730259 8100
SR# 20207957587

Authentication: 203929989
Date: 10-23-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

**AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
2252842 ONTARIO LLC**

This Amended and Restated Certificate of Formation of 2252842 Ontario LLC (the "**Company**"), dated as of October 20, 2020, has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of 6 Del. C. § 18-208, for the purpose of amending and restating the original Certificate of Formation of the Company, which was filed with the Office of the Secretary of State of the State of Delaware on September 23, 2020 (the "**Certificate**").

The Certificate is hereby amended and restated in its entirety as follows:

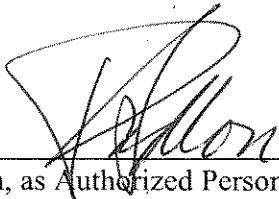
1. The name of the limited liability company (the "**Company**") is:
PS Holdings 3 LLC
2. The address of the registered office of the Company in the State of Delaware is:

c/o Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County
3. The name and address of the registered agent for service of process on the Company in the State of Delaware are:

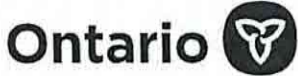
Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
New Castle County

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation as of the date first above written.

A handwritten signature in black ink, appearing to read "Paul Sadlon", is written over a horizontal line.

Paul Sadlon, as Authorized Person



Registration Form 6

under the Business Names Act - Ontario Limited Liability Partnership, Extra-Provincial Limited Liability Partnership, Extra-Provincial Limited Liability Company

Enregistrement Formule 6

en vertu de la Loi sur les noms commerciaux Société à responsabilité limitée de l'Ontario, Société à responsabilité limitée extraprovinciale, Société de capitaux extraprovinciale

Print clearly in CAPITAL LETTERS / Écrivez clairement en LETTRES MAJUSCULES

1. Registration Type / Type d'enregistrement: If B, C, or D enter "Business Identification Number" / En cas de B, C ou D, inscrivez le n° d'identification de l'entreprise. Page 1 of / de 1

A New / Nouveau B Renewal / Renouvellement C Amendment / Modification D Cancellation / Révocation

BIN Business Identification No. / NIE N° d'identification de l'entreprise

2. Business Name / Nom commercial: P S H O L D I N G S 3 L L C

3. Mailing Address of Registrant / Adresse postale de Registrant: Street No. / N° de rue: 251 LITTLE FALLS DRIVE, Street Name / Nom de la rue, Suite No. / Bureau n°, City / Town / Ville: WILMINGTON DELAWARE, Province / Province: 19808, Postal Code / Code postal, Country / Pays: USA

4. Address of principal place of business in Ontario (P.O. Box not acceptable) / Adresse de l'établissement principal en Ontario (Case postale non acceptée) Same as above / comme ci-dessus

Street No. / N° de rue: 550, Street Name / Nom de la rue: BAYFIELD STREET, Suite No. / Bureau n°, City / Town / Ville: BARRIE, Province / Province: ONTARIO, Postal Code / Code postal: L4M 5A2, Country / Pays: CANADA

5. Give a brief description of the ACTIVITY being carried out under the business name. / Résumez brièvement le genre d'ACTIVITÉ exercée sous le nom commercial. HOLDING REAL ESTATE

6. Type of Registrant / Type d'entité enregistrée: More than 10 Partners: records at business address / Plus de 10 associés : dossiers à l'adresse d'affaires

A Ontario Limited Liability Partnership / Société à responsabilité limitée de l'Ontario OR B Extra-Provincial Limited Liability Partnership / Société à responsabilité limitée extraprovinciale OR C Extra-Provincial Limited Liability Company / Société de capitaux extraprovinciale

8. Registrant Information (P.O. Box not acceptable) / Renseignements sur la personne enregistrée (Case postale non acceptée) 7. Jurisdiction of Formation / Territoire d'origine: DELAWARE

Last Name / Nom de famille, First Name / Prénom, Middle Initial / Initiale 2° prénom

9. Street No. / N° de rue, Street Name / Nom de la rue, Suite No. / Bureau n°, City / Town / Ville, Province / Province, Postal Code / Code postal, Country / Pays

Additional Information. Only complete if the registrant is not an individual. See instructions 8/9 on the form. / Renseignements supplémentaires. À remplir uniquement si la personne enregistrée n'est pas un particulier. Ont. Corporation No. / N° matricule de la personne morale en Ontario

8. Last Name / Nom de famille, First Name / Prénom, Middle Initial / Initiale 2° prénom

9. Street No. / N° de rue, Street Name / Nom de la rue, Suite No. / Bureau n°, City / Town / Ville, Province / Province, Postal Code / Code postal, Country / Pays

Additional Information. Only complete if the registrant is not an individual. See instructions 8/9 on the form. / Renseignements supplémentaires. À remplir uniquement si la personne enregistrée n'est pas un particulier. Ont. Corporation No. / N° matricule de la personne morale en Ontario

10. Print name of person authorizing this registration (either a partner (for LLP), a general manager/representative (for LLC) or a person acting under power of attorney). / Indiquez en lettres majuscules le nom de la personne autorisant l'enregistrement (associé (s.r.l.), directeur général / représentant (s.c.), ou personne habilitée en vertu d'une procuration).

Last Name / Nom de famille: SADLON, First Name / Prénom: PAUL, Middle Initial / Initiale 2° prénom

Additional Information: If the person authorizing the registration is not an individual, (e.g. corporation, trust, syndicate), set out the name, together with the name of the individual authorized to sign on that person's behalf, in "Additional Information", and do not complete the space above (see instructions, number 10). / Renseignements supplémentaires : Si l'enregistrement est autorisé par une entreprise (personne morale, société de fiducie, consortium, etc.), indiquez ci-dessous la raison sociale de l'entité et le nom de la personne habilitée à signer (voir instructions, art. 10).

Additional Information (name) / Renseignements supplémentaires (raison sociale)

Authorized to Sign / Signataire autorisé: Last Name / Nom de famille, First Name / Prénom

MINISTRY USE ONLY - RÉSERVÉ AU MINISTÈRE

BIN/EIN: 301210282
NAME / NOM: PS HOLDING
REG/ENR: 2020-10-28
EXP/EXP: 2025-10-27

It is the responsibility of the applicant(s) to ensure the accuracy of the information submitted. It is an offence under section 10 of the Business Names Act to submit false or misleading information. / Il incombe aux demandeurs de veiller à l'exactitude des renseignements présentés. Le demandeur qui fait une déclaration fautive ou trompeuse commet une infraction en vertu de l'article 10 de la Loi sur les noms commerciaux.

07193 (2008/05) © Queen's Printer for Ontario, 2008 / © Imprimeur de la Reine pour l'Ontario, 2008

THIS IS EXHIBIT "B"

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

89A3A842911D42A...

A Commissioner for Taking Affidavits

Request ID: 026790762
Transaction ID: 80786221
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/10/05
Time Report Produced: 16:04:00
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2738283	2738283 ONTARIO INC.	2020/01/21
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
5510 AMBLER DRIVE		NOT APPLICABLE
Suite # 2 MISSISSAUGA ONTARIO CANADA L4W 2V1		Amalgamation Ind.
		NOT APPLICABLE
Mailing Address		New Amal. Number
5510 AMBLER DRIVE		NOT APPLICABLE
Suite # 2 MISSISSAUGA ONTARIO CANADA L4W 2V1		Notice Date
		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
		Revival Date
		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
	Number of Directors	Date Commenced
	Minimum	in Ontario
	Maximum	
	00001	00010
Activity Classification		Date Ceased
NOT AVAILABLE		in Ontario
		NOT APPLICABLE

Request ID: 026790762
Transaction ID: 80786221
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/10/05
Time Report Produced: 16:04:00
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

2738283

Corporation Name

2738283 ONTARIO INC.

Corporate Name History

2738283 ONTARIO INC.

Effective Date

2020/01/21

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

BLAKE
LARSEN

Address

2608 BLACKHAM DRIVE

ABBOTSFORD
BRITISH COLUMBIA
CANADA V2S 7J5

Date Began

2020/01/21

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 026790762
Transaction ID: 80786221
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/10/05
Time Report Produced: 16:04:00
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

2738283

Corporation Name

2738283 ONTARIO INC.

Administrator:

Name (Individual / Corporation)

BLAKE
LARSEN

Address

2608 BLACKHAM DRIVE

ABBOTSFORD
BRITISH COLUMBIA
CANADA V2S 7J5

Date Began

2020/01/21

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

BLAKE
LARSEN

Address

2608 BLACKHAM DRIVE

ABBOTSFORD
BRITISH COLUMBIA
CANADA V2S 7J5

Date Began

2020/01/21

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 026790762
Transaction ID: 80786221
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/10/05
Time Report Produced: 16:04:00
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

2738283

Corporation Name

2738283 ONTARIO INC.

Administrator:

Name (Individual / Corporation)

BLAKE
LARSEN

Address

2608 BLACKHAM DRIVE

ABBOTSFORD
BRITISH COLUMBIA
CANADA V2S 7J5

Date Began

2020/01/21

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

Request ID: 026790762
Transaction ID: 80786221
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/10/05
Time Report Produced: 16:04:00
Page: 5

CORPORATION PROFILE REPORT

Ontario Corp Number

2738283

Corporation Name

2738283 ONTARIO INC.

Last Document Recorded

Act/Code Description

Form

Date

CIA CHANGE NOTICE

1

2020/02/05 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

Request ID: 026790765
Transaction ID: 80786228
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/10/05
Time Report Produced: 16:04:13
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2738284	2738284 ONTARIO INC.	2020/01/21
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
5510 AMBLER DRIVE		NOT APPLICABLE
Suite # 2 MISSISSAUGA ONTARIO CANADA L4W 2V1		Amalgamation Ind.
		NOT APPLICABLE
Mailing Address		New Amal. Number
5510 AMBLER DRIVE		NOT APPLICABLE
Suite # 2 MISSISSAUGA ONTARIO CANADA L4W 2V1		Notice Date
		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
		Revival Date
		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
	Number of Directors	Date Commenced
	Minimum	in Ontario
	Maximum	
	00001	00010
Activity Classification		Date Ceased
NOT AVAILABLE		in Ontario
		NOT APPLICABLE

Request ID: 026790765
Transaction ID: 80786228
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/10/05
Time Report Produced: 16:04:13
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

2738284

Corporation Name

2738284 ONTARIO INC.

Corporate Name History

2738284 ONTARIO INC.

Effective Date

2020/01/21

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

BLAKE
LARSEN

Address

2608 BLACKHAM DRIVE

ABBOTSFORD
BRITISH COLUMBIA
CANADA V2S 7J5

Date Began

2020/01/21

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 026790765
Transaction ID: 80786228
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/10/05
Time Report Produced: 16:04:13
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

2738284

Corporation Name

2738284 ONTARIO INC.

Administrator:

Name (Individual / Corporation)

BLAKE
LARSEN

Address

2608 BLACKHAM DRIVE

ABBOTSFORD
BRITISH COLUMBIA
CANADA V2S 7J5

Date Began

2020/01/21

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

BLAKE
LARSEN

Address

2608 BLACKHAM DRIVE

ABBOTSFORD
BRITISH COLUMBIA
CANADA V2S 7J5

Date Began

2020/01/21

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 026790765
Transaction ID: 80786228
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/10/05
Time Report Produced: 16:04:13
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

2738284

Corporation Name

2738284 ONTARIO INC.

Administrator:

Name (Individual / Corporation)

BLAKE

LARSEN

Address

2608 BLACKHAM DRIVE

ABBOTSFORD
BRITISH COLUMBIA
CANADA V2S 7J5

Date Began

2020/01/21

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

Request ID: 026790765
Transaction ID: 80786228
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/10/05
Time Report Produced: 16:04:13
Page: 5

CORPORATION PROFILE REPORT

Ontario Corp Number

2738284

Corporation Name

2738284 ONTARIO INC.

Last Document Recorded

Act/Code Description

Form

Date

CIA CHANGE NOTICE

1

2020/02/05 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

Request ID: 026790767
Transaction ID: 80786233
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/10/05
Time Report Produced: 16:04:24
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2738285	2738285 ONTARIO INC.	2020/01/21
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
5510 AMBLER DRIVE		NOT APPLICABLE
Suite # 2 MISSISSAUGA ONTARIO CANADA L4W 2V1		Amalgamation Ind.
		NOT APPLICABLE
Mailing Address		New Amal. Number
5510 AMBLER DRIVE		NOT APPLICABLE
Suite # 2 MISSISSAUGA ONTARIO CANADA L4W 2V1		Notice Date
		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
		Revival Date
		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
	Number of Directors	Date Commenced
	Minimum	in Ontario
	Maximum	
	00001	00010
Activity Classification		Date Ceased
NOT AVAILABLE		in Ontario
		NOT APPLICABLE

Request ID: 026790767
Transaction ID: 80786233
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/10/05
Time Report Produced: 16:04:24
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2738285	2738285 ONTARIO INC.

Corporate Name History	Effective Date
2738285 ONTARIO INC.	2020/01/21

Current Business Name(s) Exist:	NO
Expired Business Name(s) Exist:	NO

Administrator: Name (Individual / Corporation)	Address
BLAKE LARSEN	2608 BLACKHAM DRIVE ABBOTSFORD BRITISH COLUMBIA CANADA V2S 7J5

Date Began	First Director	
2020/01/21	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

Request ID: 026790767
Transaction ID: 80786233
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/10/05
Time Report Produced: 16:04:24
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

2738285

Corporation Name

2738285 ONTARIO INC.

Administrator:

Name (Individual / Corporation)

BLAKE
LARSEN

Address

2608 BLACKHAM DRIVE

ABBOTSFORD
BRITISH COLUMBIA
CANADA V2S 7J5

Date Began

2020/01/21

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

BLAKE
LARSEN

Address

2608 BLACKHAM DRIVE

ABBOTSFORD
BRITISH COLUMBIA
CANADA V2S 7J5

Date Began

2020/01/21

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 026790767
Transaction ID: 80786233
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/10/05
Time Report Produced: 16:04:24
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

2738285

Corporation Name

2738285 ONTARIO INC.

Administrator:

Name (Individual / Corporation)

BLAKE

LARSEN

Address

2608 BLACKHAM DRIVE

ABBOTSFORD
BRITISH COLUMBIA
CANADA V2S 7J5

Date Began

2020/01/21

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

Request ID: 026790767
Transaction ID: 80786233
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/10/05
Time Report Produced: 16:04:24
Page: 5

CORPORATION PROFILE REPORT

Ontario Corp Number

2738285

Corporation Name

2738285 ONTARIO INC.

Last Document Recorded

Act/Code Description

Form

Date

CIA CHANGE NOTICE

1

2020/02/05 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

THIS IS EXHIBIT "C"

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

66A3A842811D42A...

A Commissioner for Taking Affidavits

PROPERTY DESCRIPTION: PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 58730-0238

PIN CREATION DATE:
2006/12/06

OWNERS' NAMES
2738283 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2006/12/06 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2002/01/28 **						
51R18420	1989/01/24	PLAN REFERENCE				C
RO1133920	1990/12/04	BYLAW				C
51R24730	1994/06/17	PLAN REFERENCE				C
RO1272147	1994/11/30	TRANSFER EASEMENT			THE CORPORATION OF THE CITY OF BARRIE	C
SC64155	2002/10/17	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** WILLIAMS, ROBERT GORDON WILLIAMS, SANDRA DULCIE	WILLIAMS, ROBERT GORDON	
REMARKS: S/T EXEC. 00-1177 AGAINST WILLIAMS, ROBERT GORDON IF APPLICABLE *S/T EXEC. 00-1177 DELETED BY SC64287 REG'D 2002 10 17*						
SC64156	2002/10/17	CHARGE		*** DELETED AGAINST THIS PROPERTY *** WILLIAMS, ROBERT GORDON	WILLIAMS, RICHARD GORDON WILLIAMS, JOY GERALDINE	
SC139740	2003/08/07	APL OF SURV-CHRG		*** DELETED AGAINST THIS PROPERTY *** WILLIAMS, RICHARD GORDON	WILLIAMS, JOY GERALDINE	

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
		<i>REMARKS: SC64156</i>					
SC749415	2009/07/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** WILLIAMS, JOHN HOWARD WILLIAMS, LUCILLE JUNE			
		<i>REMARKS: RE: SC64156</i>					
SC848647	2010/08/27	TRANSFER		*** COMPLETELY DELETED *** WILLIAMS, ROBERT GORDON	2217467 ONTARIO INC.		
		<i>REMARKS: PLANNING ACT STATEMENTS</i>					
SC1680313	2020/05/13	TRANSFER	\$4,750,000	2217467 ONTARIO INC.	2738283 ONTARIO INC.	C	
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>					
SC1680318	2020/05/13	CHARGE	\$13,000,000	2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	2217467 ONTARIO INC. 2252841 ONTARIO INC. 2252842 ONTARIO INC.	C	
SC1680319	2020/05/13	CHARGE	\$1,200,000	2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	RPN FINANCE CORP. 1938272 ONTARIO LIMITED	C	
SC1680320	2020/05/13	NO ASSGN RENT GEN		2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	RPN FINANCE CORP. 1938272 ONTARIO LIMITED	C	
		<i>REMARKS: SC1680319</i>					
SC1726961	2020/11/05	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** CENTRAL EARTH ENGINEERING INC.			
SC1735715	2020/12/03	CHARGE	\$250,000	2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	C	
SC1736084	2020/12/04	APL DEL CONST LIEN		*** COMPLETELY DELETED *** CENTRAL EARTH ENGINEERING INC.			
		<i>REMARKS: SC1726961.</i>					
SC1802963	2021/07/12	CHARGE	\$160,986	2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	DARE, JOHN	C	
SC1802964	2021/07/12	NO ASSGN RENT GEN		2738283 ONTARIO INC.	DARE, JOHN	C	

LAND
 REGISTRY
 OFFICE #51

58730-0303 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				2738284 ONTARIO INC. 2738285 ONTARIO INC.		
	<i>REMARKS: SC1802963 RENTS</i>					
SC1802966	2021/07/12	CHARGE	\$2,500,000	2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	LARSEN, MARIA LOUISE	C
SC1802967	2021/07/12	NO ASSGN RENT GEN		2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	LARSEN, MARIA LOUISE	C
	<i>REMARKS: SC1802966</i>					
SC1812249	2021/08/06	APL CH NAME INST		2217467 ONTARIO INC.	PS HOLDINGS 1 LLC	C
	<i>REMARKS: SC1680318.</i>					
SC1812250	2021/08/06	APL CH NAME INST		2252841 ONTARIO INC.	PS HOLDINGS 2 LLC	C
	<i>REMARKS: SC1680318.</i>					
SC1812251	2021/08/06	APL CH NAME INST		2252842 ONTARIO INC.	PS HOLDINGS 3 LLC	C
	<i>REMARKS: SC1680318.</i>					

THIS IS EXHIBIT “D”

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

Daniel Richer

89A3A842911D42A...

A Commissioner for Taking Affidavits

LAND
REGISTRY
OFFICE #51

58730-0304 (LT)

PAGE 1 OF 3
PREPARED FOR yvette01
ON 2021/09/16 AT 09:38:59

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

PROPERTY DESCRIPTION: CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

CONSOLIDATION FROM 58730-0300, 58730-0290

PIN CREATION DATE:

2007/02/12

OWNERS' NAMES

2738283 ONTARIO INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2007/02/12 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2002/01/28 **						
51R16326	1987/10/28	PLAN REFERENCE				C
RO990763	1988/02/23	TRANSFER EASEMENT			BELL CANADA	C
51R25124	1994/11/25	PLAN REFERENCE				C
51R32435	2003/11/28	PLAN REFERENCE				C
SC214885	2004/04/30	TRANS PARTNERSHIP		*** DELETED AGAINST THIS PROPERTY *** RUCH, RUTH ANN RUCH, TERRY WARD	W. & L. TOMLINSON PROPERTIES INC.	
REMARKS: PLANNING ACT STATEMENTS						
51R34113	2005/11/16	PLAN REFERENCE				C
SC489063	2006/10/18	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE CITY OF BARRIE	W. & L. TOMLINSON PROPERTIES INC.	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
SC516661	2007/01/30	APL CONSOLIDATE		W. & L. TOMLINSON PROPERTIES INC.		C
SC849151	2010/08/31	TRANSFER		*** COMPLETELY DELETED *** W. & L. TOMLINSON PROPERTIES INC.	2217467 ONTARIO INC.	
		REMARKS: PLANNING ACT STATEMENTS				
SC849152	2010/08/31	CHARGE		*** COMPLETELY DELETED *** 2217467 ONTARIO INC.	W. & L. TOMLINSON PROPERTIES INC.	
SC1019311	2012/10/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** W. & L. TOMLINSON PROPERTIES INC.		
		REMARKS: SC849152.				
SC1680313	2020/05/13	TRANSFER	\$4,750,000	2217467 ONTARIO INC.	2738283 ONTARIO INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
SC1680318	2020/05/13	CHARGE	\$13,000,000	2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	2217467 ONTARIO INC. 2252841 ONTARIO INC. 2252842 ONTARIO INC.	C
SC1680319	2020/05/13	CHARGE	\$1,200,000	2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	RPN FINANCE CORP. 1938272 ONTARIO LIMITED	C
SC1680320	2020/05/13	NO ASSGN RENT GEN		2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	RPN FINANCE CORP. 1938272 ONTARIO LIMITED	C
		REMARKS: SC1680319				
SC1735715	2020/12/03	CHARGE	\$250,000	2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	C
SC1802963	2021/07/12	CHARGE	\$160,986	2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	DARE, JOHN	C
SC1802964	2021/07/12	NO ASSGN RENT GEN		2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	DARE, JOHN	C
		REMARKS: SC1802963 RENTS				
SC1802966	2021/07/12	CHARGE	\$2,500,000	2738283 ONTARIO INC.	LARSEN, MARIA LOUISE	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SC1802967	2021/07/12	NO ASSGN RENT GEN <i>REMARKS: SC1802966</i>		2738284 ONTARIO INC. 2738285 ONTARIO INC. 2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	LARSEN, MARIA LOUISE	C
SC1812249	2021/08/06	APL CH NAME INST <i>REMARKS: SC1680318.</i>		2217467 ONTARIO INC.	PS HOLDINGS 1 LLC	C
SC1812250	2021/08/06	APL CH NAME INST <i>REMARKS: SC1680318.</i>		2252841 ONTARIO INC.	PS HOLDINGS 2 LLC	C
SC1812251	2021/08/06	APL CH NAME INST <i>REMARKS: SC1680318.</i>		2252842 ONTARIO INC.	PS HOLDINGS 3 LLC	C

THIS IS EXHIBIT "E"

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:
Daniel Richer
89A9A642811D42A...

A Commissioner for Taking Affidavits

PROPERTY DESCRIPTION: PT LT 4 CON 12 INNISFIL AS IN R01278789 EXCEPT PT 6 PL 51R31988; BARRIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 58730-0204

PIN CREATION DATE:
2003/09/19

OWNERS' NAMES
2738284 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/09/19 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2002/01/28 **						
SC130725	2003/07/10	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** WILLIAMS, HOWARD JOHN	WILLIAMS, HOWARD JOHN WILLIAMS, LYNN ANNE PATRICIA	
51R34113	2005/11/16	PLAN REFERENCE				C
SC848646	2010/08/27	TRANSFER		*** COMPLETELY DELETED *** WILLIAMS, HOWARD JOHN WILLIAMS, LYNN ANNE PATRICIA	2252842 ONTARIO INC.	
REMARKS: PLANNING ACT STATEMENTS						
SC1680314	2020/05/13	TRANSFER	\$3,500,000	2252842 ONTARIO INC.	2738284 ONTARIO INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
SC1680318	2020/05/13	CHARGE	\$13,000,000	2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	2217467 ONTARIO INC. 2252841 ONTARIO INC. 2252842 ONTARIO INC.	C
SC1680319	2020/05/13	CHARGE	\$1,200,000	2738283 ONTARIO INC.	RPN FINANCE CORP.	C

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
SC1680320	2020/05/13	NO ASSGN RENT GEN		2738284 ONTARIO INC. 2738285 ONTARIO INC. 2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	1938272 ONTARIO LIMITED RPN FINANCE CORP. 1938272 ONTARIO LIMITED	C
		REMARKS: SC1680319				
SC1726962	2020/11/05	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** CENTRAL EARTH ENGINEERING INC.		
SC1735715	2020/12/03	CHARGE	\$250,000	2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	C
SC1736085	2020/12/04	APL DEL CONST LIEN		*** COMPLETELY DELETED *** CENTRAL EARTH ENGINEERING INC.		
		REMARKS: SC1726962.				
SC1802963	2021/07/12	CHARGE	\$160,986	2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	DARE, JOHN	C
SC1802964	2021/07/12	NO ASSGN RENT GEN		2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	DARE, JOHN	C
		REMARKS: SC1802963 RENTS				
SC1802966	2021/07/12	CHARGE	\$2,500,000	2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	LARSEN, MARIA LOUISE	C
SC1802967	2021/07/12	NO ASSGN RENT GEN		2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	LARSEN, MARIA LOUISE	C
		REMARKS: SC1802966				
SC1812249	2021/08/06	APL CH NAME INST		2217467 ONTARIO INC.	PS HOLDINGS 1 LLC	C
		REMARKS: SC1680318.				
SC1812250	2021/08/06	APL CH NAME INST		2252841 ONTARIO INC.	PS HOLDINGS 2 LLC	C
		REMARKS: SC1680318.				

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

LAND
REGISTRY
OFFICE #51

58730-0240 (LT)

PAGE 3 OF 3
PREPARED FOR yvette01
ON 2021/09/16 AT 09:36:34

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SC1812251	2021/08/06	APL CH NAME INST		2252842 ONTARIO INC.	PS HOLDINGS 3 LLC	C
REMARKS: SC1680318.						

THIS IS EXHIBIT "F"

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

Daniel Richer

89A3A842911D42A...

A Commissioner for Taking Affidavits

PROPERTY DESCRIPTION: PT LT 4 CON 12 INNISFIL AS IN R01244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T R01272150; BARRIE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 58730-0205

PIN CREATION DATE:
2005/09/30

OWNERS' NAMES
2738285 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/09/30 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2002/01/28 **						
51R18420	1989/01/24	PLAN REFERENCE				C
R01133920	1990/12/04	BYLAW				C
51R24730	1994/06/17	PLAN REFERENCE				C
R01272150	1994/11/30	TRANSFER EASEMENT			THE CORPORATION OF THE CITY OF BARRIE	C
SC237485	2004/07/07	TRANSFER		*** COMPLETELY DELETED *** WELLS, LYNN YVONNE WILLIAMS, JOY GERALDINE WILLIAMS, LUCILLE JUNE	WILLIAMS, JOY GERALDINE WELLS, LYNN YVONNE WILLIAMS, LUCILLE JUNE LIVINGSTON, LOIS JEANETTE DARLINGTON, LEONA JOY	
51R34113	2005/11/16	PLAN REFERENCE				C
SC749413	2009/07/09	TRANSMISSION-LAND		*** COMPLETELY DELETED *** WILLIAMS, JOY GERALDINE	WILLIAMS, JOHN HOWARD	

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SC749414	2009/07/09	TRANS PERSONAL REP		*** COMPLETELY DELETED *** DARLINGTON, LEONA JOY LIVINGSTON, LOIS JEANETTE WELLS, LYNN YVONNE WILLIAMS, LUCILLE JUNE WILLIAMS, JOHN HOWARD WILLIAMS, LUCILLE JUNE	WILLIAMS, LUCILLE JUNE WILLIAMS, JOY GERALDINE - ESTATE DARLINGTON, LEONA JOY LIVINGSTON, LOIS JEANETTE WYERS, LYNN YVONNE WILLIAMS, LUCILLE JUNE	
SC848645	2010/08/27	TRANSFER		*** COMPLETELY DELETED *** DARLINGTON, LEONA JOY LIVINGSTON, LOIS JEANETTE WILLIAMS, LUCILLE JUNE WYERS, LYNN YVONNE	2252841 ONTARIO INC.	
				REMARKS: PLANNING ACT STATEMENTS		
SC1680306	2020/05/13	TRANSFER	\$8,000,000	2252841 ONTARIO INC.	2738285 ONTARIO INC.	C
				REMARKS: PLANNING ACT STATEMENTS.		
SC1680318	2020/05/13	CHARGE	\$13,000,000	2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	2217467 ONTARIO INC. 2252841 ONTARIO INC. 2252842 ONTARIO INC.	C
SC1680319	2020/05/13	CHARGE	\$1,200,000	2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	RPN FINANCE CORP. 1938272 ONTARIO LIMITED	C
SC1680320	2020/05/13	NO ASSGN RENT GEN		2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	RPN FINANCE CORP. 1938272 ONTARIO LIMITED	C
				REMARKS: SC1680319		
SC1726963	2020/11/05	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** CENTRAL EARTH ENGINEERING INC.		
SC1735715	2020/12/03	CHARGE	\$250,000	2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	C
SC1736086	2020/12/04	APL DEL CONST LIEN		*** COMPLETELY DELETED *** CENTRAL EARTH ENGINEERING INC.		

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		<i>REMARKS: SC1726963.</i>				
SC1766492	2021/03/29	CHARGE	\$665,889	2738285 ONTARIO INC.	SVN ARCHITECTS + PLANNERS INC.	C
SC1766493	2021/03/29	NO ASSGN RENT GEN		2738285 ONTARIO INC.	SVN ARCHITECTS + PLANNERS INC.	C
		<i>REMARKS: SC1766492.</i>				
SC1802963	2021/07/12	CHARGE	\$160,986	2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	DARE, JOHN	C
SC1802964	2021/07/12	NO ASSGN RENT GEN		2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	DARE, JOHN	C
		<i>REMARKS: SC1802963 RENTS</i>				
SC1802966	2021/07/12	CHARGE	\$2,500,000	2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	LARSEN, MARIA LOUISE	C
SC1802967	2021/07/12	NO ASSGN RENT GEN		2738283 ONTARIO INC. 2738284 ONTARIO INC. 2738285 ONTARIO INC.	LARSEN, MARIA LOUISE	C
		<i>REMARKS: SC1802966</i>				
SC1812249	2021/08/06	APL CH NAME INST		2217467 ONTARIO INC.	PS HOLDINGS 1 LLC	C
		<i>REMARKS: SC1680318.</i>				
SC1812250	2021/08/06	APL CH NAME INST		2252841 ONTARIO INC.	PS HOLDINGS 2 LLC	C
		<i>REMARKS: SC1680318.</i>				
SC1812251	2021/08/06	APL CH NAME INST		2252842 ONTARIO INC.	PS HOLDINGS 3 LLC	C
		<i>REMARKS: SC1680318.</i>				

THIS IS EXHIBIT "G"

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

86A9A842811D42A...

A Commissioner for Taking Affidavits

Properties

PIN 58730 - 0304 LT *Interest/Estate* Fee Simple
Description CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL
Address 366 MAPLEVIEW DRIVE WEST
 BARRIE

PIN 58730 - 0303 LT *Interest/Estate* Fee Simple
Description PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE
Address 320 MAPLEVIEW DRIVE
 BARRIE

Consideration

Consideration \$4,750,000.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name 2217467 ONTARIO INC.
Address for Service 550 Bayfield Street,
 Barrie, Ontario
 L4M 5A2

I, PAUL SADLON, PRESIDENT, have the authority to bind the corporation.

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

Transferee(s)

Transferee(s)	Capacity	Share
<i>Name</i> 2738283 ONTARIO INC.	Registered Owner	
<i>Address for Service</i> 5510 Ambler Drive Suite #2 Mississauga, Ontario L4W 2V1		

Statements

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Signed By

William Alexander Doyle	895 Don Mills Rd, Ste 900, Two Morneau Shepell Ctr Toronto M3C 1W3	acting for Transferor(s)	Signed	2020 05 13
-------------------------	---	-----------------------------	--------	------------

Tel 416-369-7846

Fax 416-751-7764

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

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

John Dare	241 Applewood Crescent Unit 9 Concord L4K 4E6	acting for Transferee(s)	Signed	2020 05 13
-----------	---	-----------------------------	--------	------------

Tel 905-266-0772

Fax 905-266-0773

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

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

Submitted By

JOHN DARE BARRISTER & SOLICITOR

241 Applewood Crescent Unit 9
Concord
L4K 4E6

2020 05 13

Tel 905-266-0772

Fax 905-266-0773

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$65.05
<i>Provincial Land Transfer Tax</i>	\$105,225.00
<i>Total Paid</i>	\$105,290.05

File Number

Transferee Client File Number : 2738283 ON PR94248 DARE

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 58730 - 0304 CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL
58730 - 0303 PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE

BY: 2217467 ONTARIO INC.

TO: 2738283 ONTARIO INC.

Registered Owner

1. BLAKE LARSEN

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for 2738283 ONTARIO INC. described in paragraph(s) (C) above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein: contains at least one and not more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$1,169,231.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$3,580,769.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$4,750,000.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$4,750,000.00

6. Other remarks and explanations, if necessary.

1. The information prescribed for the purposes of section 5.0.1 of the Land Transfer Tax Act is required to be provided for this conveyance. The information has been provided as confirmed by A1118128.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 51 Registration No. SC1680313 Date: 2020/05/13

B. Property(s):
PIN 58730 - 0304 Address 366 MAPLEVIEW DRIVE WEST BARRIE Assessment 4342040 - 01806600 Roll No
PIN 58730 - 0303 Address 320 MAPLEVIEW DRIVE BARRIE Assessment 4342040 - 01806800 Roll No

C. Address for Service: 5510 Ambler Drive Suite #2 Mississauga, Ontario L4W 2V1

D. (i) Last Conveyance(s): PIN 58730 - 0304 Registration No. SC849151
PIN 58730 - 0303 Registration No. SC848647
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: John Dare
241 Applewood Crescent Unit 9

LAND TRANSFER TAX STATEMENTS

Concord L4K 4E6

Properties

PIN 58730 - 0240 LT Interest/Estate Fee Simple
 Description PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE
 Address 664 ESSA ROAD
 BARRIE

Consideration

Consideration \$3,500,000.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name 2252842 ONTARIO INC.
 Address for Service 550 Bayfield Street,
 Barrie, Ontario
 L4M 5A2

I, PAUL SADLON, PRESIDENT, have the authority to bind the corporation.

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

Transferee(s)**Capacity****Share**

Name 2738284 ONTARIO INC. Registered Owner
 Address for Service 5510 Ambler Drive
 Suite #2
 Mississauga, ON
 L4W 2V1

Statements

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Signed By

William Alexander Doyle 895 Don Mills Rd, Ste 900, Two acting for Signed 2020 05 13
 Morneau Shepell Ctr Transferor(s)
 Toronto
 M3C 1W3

Tel 416-369-7846

Fax 416-751-7764

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

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

John Dare 241 Applewood Crescent Unit 9 acting for Signed 2020 05 13
 Concord Transferee(s)
 L4K 4E6

Tel 905-266-0772

Fax 905-266-0773

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

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

Submitted By

JOHN DARE BARRISTER & SOLICITOR 241 Applewood Crescent Unit 9 2020 05 13
 Concord
 L4K 4E6

Tel 905-266-0772

Submitted By

Fax 905-266-0773

Fees/Taxes/Payment

Statutory Registration Fee	\$65.05
Provincial Land Transfer Tax	\$66,475.00
Total Paid	\$66,540.05

File Number

Transferee Client File Number : 2738284 ON PR94249 DARE

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 58730 - 0240 PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE

BY: 2252842 ONTARIO INC.

TO: 2738284 ONTARIO INC.

Registered Owner

1. BLAKE LARSEN

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for 2738284 ONTARIO INC. described in paragraph(s) (C) above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein: does not contain a single family residence or contains more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$861,539.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$2,638,461.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$3,500,000.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$3,500,000.00

6. Other remarks and explanations, if necessary.

- The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
- The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
- (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
- The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
- The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 51 Registration No. SC1680314 Date: 2020/05/13

B. Property(s): PIN 58730 - 0240 Address 664 ESSA ROAD Assessment 4342040 - 01806400
BARRIE Roll No

C. Address for Service: 5510 Ambler Drive
Suite #2
Mississauga, ON
L4W 2V1

D. (i) Last Conveyance(s): PIN 58730 - 0240 Registration No. SC848646
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: John Dare
241 Applewood Crescent Unit 9
Concord L4K 4E6

Properties

PIN 58730 - 0297 LT *Interest/Estate* Fee Simple
Description PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT
 251R33177; S/T RO1272150; BARRIE
Address 674 ESSA ROAD
 BARRIE

Consideration

Consideration \$8,000,000.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name 2252841 ONTARIO INC.
Address for Service 550 Bayfield Street,
 Barrie, Ontario
 L4M 5A2

I, PAUL SADLON, PRESIDENT, have the authority to bind the corporation.

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

Transferee(s)**Capacity****Share**

Name 2738285 ONTARIO INC. Registered Owner
Address for Service 5510 Ambler Drive
 Suite #2
 Mississauga, ON
 L4W 2V1

Statements

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Signed By

William Alexander Doyle 895 Don Mills Rd, Ste 900, Two acting for Signed 2020 05 13
 Morneau Shepell Ctr Transferor(s)
 Toronto
 M3C 1W3

Tel 416-369-7846

Fax 416-751-7764

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

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

John Dare 241 Applewood Crescent Unit 9 acting for Signed 2020 05 13
 Concord Transferee(s)
 L4K 4E6

Tel 905-266-0772

Fax 905-266-0773

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

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

Submitted By

JOHN DARE BARRISTER & SOLICITOR

241 Applewood Crescent Unit 9
 Concord
 L4K 4E6

2020 05 13

Submitted By

Tel 905-266-0772

Fax 905-266-0773

Fees/Taxes/Payment

Statutory Registration Fee	\$65.05
Provincial Land Transfer Tax	\$186,475.00
Total Paid	\$186,540.05

File Number

Transferee Client File Number : 2738285 ON PR94250 DARE

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 58730 - 0297 PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE

BY: 2252841 ONTARIO INC.

TO: 2738285 ONTARIO INC.

Registered Owner

1. BLAKE LARSEN

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for 2738285 ONTARIO INC. described in paragraph(s) (C) above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:
contains at least one and not more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$1,969,230.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$6,030,770.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$8,000,000.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$8,000,000.00

6. Other remarks and explanations, if necessary.

- The information prescribed for the purposes of section 5.0.1 of the Land Transfer Tax Act is required to be provided for this conveyance. The information has been provided as confirmed by A1118149.
- The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
- (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
- The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
- The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 51 Registration No. SC1680306 Date: 2020/05/13

B. Property(s): PIN 58730 - 0297 Address 674 ESSA ROAD Assessment 4342040 - 01806500
BARRIE Roll No

C. Address for Service: 5510 Ambler Drive
Suite #2
Mississauga, ON
L4W 2V1

D. (i) Last Conveyance(s): PIN 58730 - 0297 Registration No. SC848645
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: John Dare
241 Applewood Crescent Unit 9
Concord L4K 4E6

THIS IS EXHIBIT "H"

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

66A3A842811D42A...

A Commissioner for Taking Affidavits

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS AGREEMENT made the 13th day of May, 2020 (the “Effective Date”)

B E T W E N:

**2252841 ONTARIO INC., 2252842 ONTARIO INC. and
2217467 ONTARIO INC.**
(individually, each an “Assignor”, and collectively, the “Assignors”)

- and -

**2738283 ONTARIO INC., 2738284 ONTARIO INC. and
2738285 ONTARIO INC.**
(individually, each an “Assignee”, and collectively, the “Assignees”)

WHEREAS pursuant to an agreement of purchase and sale dated as of April 30, 2020 (the “Purchase Agreement”), the Assignors agreed to sell, and the Assignees agreed to purchase, each as to their respective interests therein, the lands and premises municipally known, collectively, as 664 Essa Road & 674 Essa Road and 320 Mapleview Drive West & 366 Mapleview Drive West (aka 392 Essa Road), Barrie, Ontario as more particularly described in Schedule “A” attached hereto (the “Property”); and

WHEREAS the Assignors have agreed to assign, transfer and set over to the Assignees, each as to their respective interests, all of each Assignor’s respective interest in, to and under the leases with respect to the Property as set out in Schedule “B” hereto (collectively, the “Leases”), together with all rents and other benefits thereunder, upon the terms hereinafter set out.

NOW THEREFORE, in consideration of the completion on the Effective Date of the sale and purchase of the Project by the parties and the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Definitions

Capitalized terms used herein shall have the same meaning ascribed to them in the Purchase Agreement unless such terms are expressly defined herein.

2. Assignment of Leases

Save and except for amounts, if any, due to an Assignor from the tenants pursuant to the Leases with respect to the period prior to the Effective Date and for items to be adjusted or readjusted pursuant to the Purchase Agreement, effective from and after the Effective Date, the Assignors hereby assigns, transfers and sets over unto the Assignees, each as to their respective interests, all of each Assignor’s respective right, title and interest in, to and under each of the Leases as set out in Schedule “B” hereto, together with all rents, income, benefits and other advantages, if any, to be derived therefrom and together with all covenants, liabilities, obligations, guarantees and indemnities thereunder.

3. Assumption by Assignee

Each of the Assignees hereby accepts the assignment and transfer set out in Section 2 above and, effective from and after the Effective Date, each of the Assignees as to their respective interests therein hereby assumes the obligations, duties and liabilities of the Assignor as landlord arising from and after and relating only to the period from and after the Effective Date under each of the Leases and covenants and agrees with

the Assignor to make perform all such obligations, duties and liabilities of the Assignor as landlord in accordance with the provisions of the Leases, respectively.

4. Indemnities

The Assignors shall indemnify and save harmless the Assignee from and against, and shall reimburse the Assignees for, any and all claims, losses, costs, expenses, damages, actions or liabilities arising pursuant to or in connection with any of the Leases with respect to any matter that has occurred or relates to the period prior to the Effective Date. The Assignees, each of the Assignees as to their respective interests therein, shall indemnify and save harmless the Assignors from and against, and shall reimburse the Assignors for, any and all claims, losses, costs, expenses, damages, actions or liabilities arising pursuant to or in connection with any of the Leases with respect to any matter that occurs or relates to the period from and after the Effective Date.

5. Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding upon the parties and their respective successors and permitted assigns under the Purchase Agreement.

6. Severability

If any provision contained in this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

7. Headings, Extended Meanings

The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof and are not to be considered in the interpretation hereof. In this Agreement, words importing the singular include the plural and *vice versa*; words importing the masculine gender include the feminine and *vice versa*; and words importing persons include firms or corporations and *vice versa*. The obligations of the Assignor hereunder shall be joint and several.

8. Governing Law

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

9. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed by the parties and transmitted by facsimile or by email via a pdf and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original.

[signature page follows]

IN WITNESS WHEREOF this Indenture has been executed by the parties as of the date first above written.

Assignors:

2252841 ONTARIO INC.

per: _____
Paul Sadlon, President

2252842 ONTARIO INC.

per: _____
Paul Sadlon, President

2217467 ONTARIO INC.

per: _____
Paul Sadlon, President

I have authority to bind each of the above corporations

Assignees:

2738283 ONTARIO INC.

per: _____
Blake Larsen, President

2738284 ONTARIO INC.

per: _____
Blake Larsen, President

2738285 ONTARIO INC.

per: _____
Blake Larsen, President

I have authority to bind each of the above corporations

SCHEDULE A

LEGAL DESCRIPTION

Legal Descriptions and registered owners:

664 Essa Road, Barrie

PT LT 4 CON 12 INNISFIL, AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE

PIN: 58730-0240 (LT) ARN: 434204001806400

Registered Owner/Assignor: 2252842 ONTARIO INC.

Assignee: 2738284 ONTARIO INC.

674 Essa Road, Barrie

PT LT 4 CON 12 INNISFIL, AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 2 51R33177; S/T RO1272150; BARRIE

PIN: 58730-0297 (LT) ARN: 434204001806500

Registered Owner/Assignor: 2252841 ONTARIO INC.

Assignee: 2738285 ONTARIO INC.

320 Mapleview Drive West, Barrie

PT LT 4 CON 12 INNISFIL, AS IN RO1071059 EXCEPT PT 62 51R24730 AND PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL PL 51r34959, S/T RO1272147; BARRIE

PIN: 58730-0303 (LT) ARN: 434204001806800

Registered Owner: 2217467 ONTARIO INC.

Assignee: 2738283 ONTARIO INC.

366 Mapleview Drive West (aka 392 Essa Road), Barrie:

CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PF 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763, INNISFIL

PIN: 58730-0304 (LT) ARN: 434204001806600

Registered Owner: 2217467 ONTARIO INC.

Assignee: 2738283 ONTARIO INC.

SCHEDULE B

LEASES

Residential Houses

1. Tenant: Diane Hendricks
Address: 674 Essa Road, Barrie
Term: monthly
Rent: \$1,000.00 per month
Type: verbal

2. Tenant: Cara Swan
Address: 320 Mapleview Drive West, Barrie
Term: monthly
Rent: \$1,000.00 per month
Type: verbal

Commercial

3. Tenant: On Route Media Inc.
Address: 6435 Highway 89 East, Alliston, ON, Attn: Devin Varcoe (888-534-9668)
Location: 4 billboard signs, 3 fronting on Mapleview Drive / 1 fronting on Essa Road
Term: monthly
Rent: \$700.00 plus HST per month
Type: verbal

4. Tenant: Pattison Outdoor Advertising
Address: 2700 Matheson Boulevard East, Suite 500, Mississauga, ON, Attn: Steven Mazur (local rep, 705-279-5661)
Location: 1 billboard sign, fronting on Essa Road
Term: annual
Rent: \$3,000.00 plus HST per annum, payable in equal monthly installments
Type: written

THIS IS EXHIBIT "I"

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

66A3A842811D42A...

A Commissioner for Taking Affidavits

INDUCEMENT AGREEMENT

This Agreement made the 13th day of May, 2020

BETWEEN:

2738283 Ontario Inc., 2738284 Ontario Inc. and 2738285 Ontario Inc.
(hereinafter collectively called the "**Purchaser Entities**")

- and -

2252841 Ontario Inc., 2252842 Ontario Inc. and 2217467 Ontario Inc.
(hereinafter collectively called the "**Seller**")

WHEREAS the Seller and Maxx Properties (No. 622) Ltd. (now known as 7 Generations Development Group Limited by Certificate of Change of Name effective February 18, 2020) (hereinafter called "**MaxxProperties**"), as buyer, entered into an agreement of purchase and sale dated November 22, 2019, as amended by an amending agreement dated as of January 22, 2020 and a second amending agreement dated as of February 10, 2020, (hereinafter collectively referred to as the "**MaxxProperties Purchase Agreement**") with respect to the sale of the lands and premises municipally known as as 664 Essa Road, 674 Essa Road, 320 Mapleview Drive West and 366 Mapleview Drive West (aka 692 Essa Rd.), Barrie, Ontario (collectively, the "**Property**");

AND WHEREAS the MaxxProperties Purchase Agreement and the above-described transaction pursuant thereto was terminated effective March 16, 2020 and the aggregate deposit monies previously paid thereunder in the aggregate sum of Two Million Dollars (\$2,000,000.00) (the "**Retained Deposit**") was paid and released to and retained by the Seller as its absolute property pursuant to the terms of the said purchase agreement as a result of such termination and as confirmed by a mutual release between the Seller and MaxxProperties;

AND WHEREAS the Purchaser Entities are affiliates of MaxxProperties and wish to enter into an agreement of purchase and sale with the Seller for the purchase and sale of the Property, and the Seller is desirous of so doing, subject to the terms and conditions hereinafter set out.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by each of the undersigned, the parties covenant and agree as follows:

1. Each of the Seller and the Purchaser Entities shall, on or before May 13, 2020, settle and approve the form and content of (i) an agreement of purchase and sale dated for reference April 30, 2020 for the purchase and sale of the Property (the "**New APS**"), and (ii) all documents to be delivered by each of them pursuant to the New APS on the closing thereof, in each case upon mutually agreeable terms. All such documentation shall be executed and delivered by the parties through their respective solicitors on the closing date and shall be held by those solicitors in escrow pending closing. Such closing shall be conditional upon satisfaction of the conditions set out in section 2 of this Agreement.
2. As conditions precedent to the release of escrow stipulated in section 1 above and completion of the New APS on closing thereof,
 - (a) the Seller shall give credit to the Purchaser Entities on account of the purchase price on closing for an amount equal to the Retained Deposit in the amount of \$2,000,000.00, and

- (b) as an inducement to the Seller to enter into the New APS and to give credit to the Purchaser Entities for an amount equal to the Retained Deposit pursuant to the foregoing subsection (a), the Purchaser Entities jointly and severally covenant and agree to pay to the Seller the sum of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) on July 30, 2020, such obligation to be evidenced by delivery to the Seller concurrently herewith of a promissory note in the said amount which shall be due and payable, without interest, on July 30, 2020. The said promissory note shall be secured by a first mortgage in favour of the Seller to be given by the Purchaser Entities on closing as provided in the New APS.
3. Each of the Purchaser Entities, respectively, hereby covenants, represents and warrants to the Seller (i) that the recitals hereinbefore set out are true and correct in all material respects, and (ii) that it has full power and absolute authority to execute, deliver and complete its obligations herein.
4. This agreement may be executed in counterparts, each of which shall be deemed to be an original and each of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed and delivered by email or other electronic means and the parties shall adopt any signatures so delivered as original signatures of the parties.
5. This agreement shall be governed by the laws of the Province of Ontario.
6. This agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, legal representatives, predecessors, successors and assigns.

[signature page follows]

IN WITNESS WHEREOF this Inducement Agreement has been executed by the parties as of the date first above written.

Seller:

2252841 ONTARIO INC.

per: _____
Paul Sadlon, President

2252842 ONTARIO INC.

per: _____
Paul Sadlon, President

2217467 ONTARIO INC.

per: _____
Paul Sadlon, President

I have authority to bind each of the above corporations

Purchaser Entities:

2738283 ONTARIO INC.

per: _____
Blake Larsen, President

2738284 ONTARIO INC.

per: _____
Blake Larsen, President

2738285 ONTARIO INC.

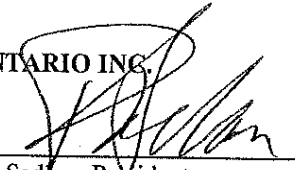
per: _____
Blake Larsen, President

I have authority to bind each of the above corporations

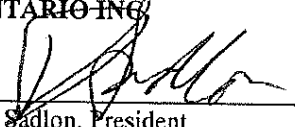
IN WITNESS WHEREOF this Inducement Agreement has been executed by the parties as of the date first above written.

Seller:

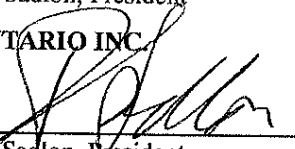
2252841 ONTARIO INC.

per: 
Paul Sadlon, President

2252842 ONTARIO INC.

per: 
Paul Sadlon, President

2217467 ONTARIO INC.

per: 
Paul Sadlon, President

I have authority to bind each of the above corporations

Purchaser Entities:

2738283 ONTARIO INC.

per: _____
Blake Larsen, President

2738284 ONTARIO INC.

per: _____
Blake Larsen, President

2738285 ONTARIO INC.

per: _____
Blake Larsen, President

I have authority to bind each of the above corporations

THIS IS EXHIBIT “J”

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:
Daniel Kider
66A9A842811D42A...

A Commissioner for Taking Affidavits

November 19, 2020

File: D30-002-2020

NOTICE OF THE FILING OF A COMPLETE APPLICATION PURSUANT TO SECTIONS 22(6.4) AND 34(10.7) OF THE PLANNING ACT, R.S.O. 1990, AS AMENDED, AND NOTICE OF A PUBLIC MEETING PURSUANT TO SECTIONS 17(15) AND 34(12) OF THE PLANNING ACT, R.S.O. 1990, AS AMENDED, IN RESPECT TO A PROPOSED OFFICIAL PLAN AMENDMENT AND AMENDMENT TO THE ZONING BY-LAW.

Dear Sir/Madam:

Re: Official Plan Amendment and Amendment to the Zoning By-law – SvN Architects + Planners, 320 & 364 Mapleview Drive West and 664, 674 & 692 Essa Road

TAKE NOTICE that the Corporation of the City of Barrie is in receipt of complete applications as of Monday, November 02, 2020 for a proposed Official Plan Amendment and Amendment to the Zoning By-law.

TAKE NOTICE that the Planning Committee of the Council of the Corporation of the City of Barrie will hold a public meeting on **Tuesday, December 15, 2020 at 7:00 p.m.** to review an application for an Official Plan Amendment and Amendment to the Zoning By-law submitted by SvN Architects + Planners, on behalf of Blake Larsen, for 320 & 364 Mapleview Drive West and 664, 674 & 692 Essa Road.

The applications are intended to facilitate the development of the 10.19 hectare property with a high-density, mixed-use development containing 12 buildings that integrate a variety of residential, commercial and institutional uses. The buildings range in height from 1 to 27 storeys, however the predominant building height is between 7 to 9 storeys. A mix of residential apartments and townhouse units are proposed, in addition to various commercial uses including, but not limited to, retail, restaurants, a hotel and conference centre. Institutional uses such as a public library, and open space is also proposed. The subject lands are located at the north-east corner of Mapleview Drive West and Essa Road, Barrie.

Official Plan Amendment

The applicant is proposing an Employment Land Conversion through an amendment to Schedule 'A' - Land Use and text amendment to Section 4.9 of the Official Plan to designate the property 'Mixed Use Nodes and Corridors' and 'Environmental Protection'. The proposed amendment would permit a mix of land uses, including, but not limited to, high-density residential, commercial and institutional.

Zoning By-law Amendment

The applicant is also proposing to rezone the lands from Light Industrial (LI) and General Commercial (C4) to Mixed Use Corridor – Special Provision (MU2)(SP), Residential Apartment Second Density – Special Provision (RA2)(SP), and Environmental Protection (EP). The Site Specific Provisions (SP) would permit stacked townhouse units within the RA2(SP) zone and street townhouse units within the MU2(SP) zone.



The complete submission package is posted on the “[barrie.ca/Proposed Developments](http://barrie.ca/Proposed_Developments)” page on the City’s website under [Ward 7](#).

With the current restrictions on public gatherings due to COVID-19, this public meeting will be held in a virtual forum with electronic participation. It will be televised on Rogers TV and will be livestreamed on the City’s YouTube Channel <http://youtube.com/citybarrie>.

If you wish to provide oral comments at the virtual public meeting, please register in advance by emailing: cityclerks@barrie.ca or calling 705-739-4220 x5500 during regular office hours prior to **Tuesday, December 15, 2020 by 12:00 p.m.** Once you register, you will be provided information from the Legislative Services Branch on how to make your submission at the virtual public meeting with electronic participation.

To participate in the virtual planning meeting, you will need access to a computer with internet service or a telephone.

If you wish to make a written submission concerning this matter, it should be directed to Legislative and Court Services by **Tuesday, December 15, 2020 by 12:00 p.m.** Any person may make representation at the meeting however, written submissions and advance registration are encouraged.

Notification of the Official Plan Amendment and Amendment to the Zoning By-law if adopted by Council, will be provided upon written request to the undersigned file manager in the Development Services Department – Planning Division.

If a person or public body does not make oral submissions at the public meeting or make written submissions to the Corporation of The City of Barrie before the Official Plan Amendment and Amendment to the Zoning By-law is passed:

- (a) the person or public body is not entitled to appeal the decision of the Corporation of The City of Barrie to the Local Planning Appeal Tribunal (LPAT); and
- (b) the person or public body may not be added as a party to the hearing of an appeal before the LPAT unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

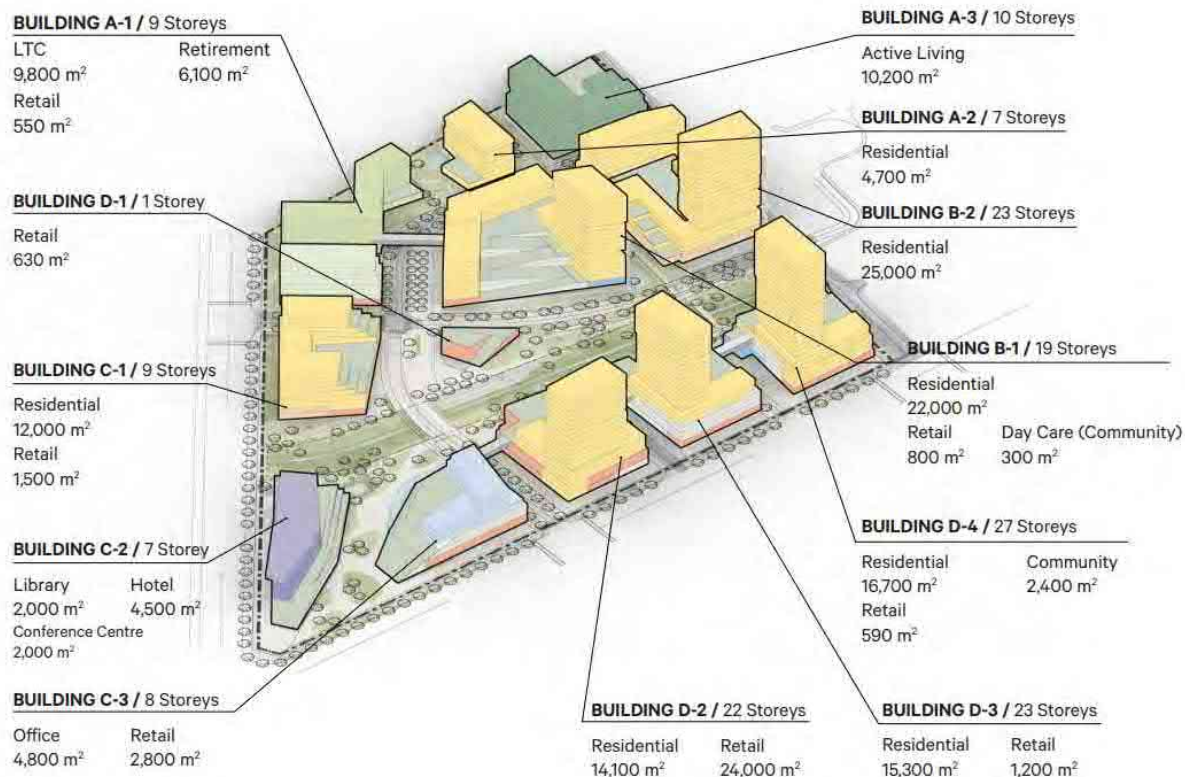
All information including opinions, presentations, reports, documentation, etc. provided for or at a Public Meeting are considered public records. This information may be posted on the City of Barrie website and/or made available to the public upon request. Questions about this collection should be directed to the undersigned.

Any person wishing further information or clarification with regard to the proposed Official Plan Amendment and Amendment to the Zoning By-law should contact the file manager noted below during regular office hours.

Dana Suddaby
705-739-4220, Ext. 4473
Dana.Suddaby@barrie.ca

Development Services
City of Barrie
70 Collier Street, P.O. Box 400
Barrie, Ontario, L4M 4T5

Conceptual Site Plan



Note that all program areas are approximate. Additional detailed stats are provided in the Technical Drawings Package

THIS IS EXHIBIT “K”

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:
Daniel Richer
69A3A842811D42A...

A Commissioner for Taking Affidavits

PROMISSORY NOTE

\$750,000.00 pursuant to Inducement Agreement dated May 13, 2020.


FOR VALUE RECEIVED, the undersigned hereby jointly and severally unconditionally promise to pay to or to the order of **2252841 Ontario Inc., 2252842 Ontario Inc. and 2217467 Ontario Inc.** (collectively, the "**Holder**") the principal amount of Seven Hundred and Fifty Thousand Dollars (\$750,000.00), in lawful money of Canada, without interest, on July 30, 2020.

This promissory note shall be open for prepayment in whole or in part, at any time or times without notice or bonus.


PRESENTMENT FOR PAYMENT AND PROTEST WAIVED.

DATED at Vaughan, Ontario, this 13th day of May, 2020


2738283 ONTARIO INC.

per: 
Blake Larsen, President

2738284 ONTARIO INC.

per: 
Blake Larsen, President

2738285 ONTARIO INC.

per: 
Blake Larsen, President

I have authority to bind each of the above corporations

THIS IS EXHIBIT "L"

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:
Daniel Kicher
66A3A842911D42A...

A Commissioner for Taking Affidavits

PROMISSORY NOTE

\$12,250,000.00 pursuant to Agreement of Purchase and Sale dated as of April 30, 2020 (the "Purchase Agreement").

FOR VALUE RECEIVED, the undersigned hereby jointly and severally unconditionally promise to pay to or to the order of **2252841 Ontario Inc., 2252842 Ontario Inc. and 2217467 Ontario Inc.** (collectively, the "**Holder**"), at the times and in the manner set forth in a Charge/Mortgage dated May 13, 2020 granted by the undersigned to the Holder (the "**Vendor Mortgage**") against the Lands (as defined in the Vendor Mortgage),

- a) the principal amount of Twelve Million Two Hundred and Fifty Thousand Dollars (\$12,250,000.00), in lawful money of Canada, for unpaid purchase monies for the Property owing by the undersigned to the Holder (the "secured portion of the purchase price"),
- b) all interest accrued on such principal amount outstanding from time to time and all interest accrued on overdue interest calculated and payable in like currency at the rate applicable thereto as stipulated in the Vendor Mortgage, being 9.00% per annum, calculated monthly not in advance,
- c) the amount of \$7,250,000.00 shall be due and payable on July 30, 2020 (the "**July Principal Payment**") and applied to principal on account of the secured portion of the purchase price provided that all other prepayments of principal on account of the secured portion of the purchase price, if any, made by the undersigned prior to July 30, 2020 shall be applied in reduction of the amount of the July Principal Payment due and payable on July 30, 2020, and
- d) all other amounts owing by the undersigned to the Holder pursuant to the Vendor Mortgage.

The outstanding indebtedness under this promissory note shall be due and payable in full, including without limitation the Principal Amount and interest unpaid thereon, on December 14, 2020.

The undersigned shall have the privilege to prepay the principal amount and interest thereon in whole or in part from time to time when not in Default (as defined in the Vendor Mortgage), without notice or bonus. All payments and prepayments pursuant to this promissory note shall be made by certified cheque or bank draft drawn on one of the six largest Schedule 1 Canadian chartered banks.

This promissory note is issued pursuant to the Purchase Agreement to evidence the principal amount of the secured portion of the purchase price.

PRESENTMENT FOR PAYMENT AND PROTEST WAIVED.

DATED at Vaughan, Ontario, this 13th day of May, 2020

2738283 ONTARIO INC.

per: _____

Blake Larsen, President

2738284 ONTARIO INC.

per: _____

Blake Larsen, President

2738285 ONTARIO INC.

per: _____

Blake Larsen, President

I have authority to bind each of the above corporations

THIS IS EXHIBIT “M”

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

Daniel Richer

89A3A842911D42A...

A Commissioner for Taking Affidavits

Properties

<i>PIN</i>	58730 - 0304	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL			
<i>Address</i>	BARRIE			
<i>PIN</i>	58730 - 0303	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE			
<i>Address</i>	320 MAPLEVIEW DRIVE BARRIE			
<i>PIN</i>	58730 - 0240	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE			
<i>Address</i>	664 ESSA ROAD BARRIE			
<i>PIN</i>	58730 - 0297	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE			
<i>Address</i>	674 ESSA ROAD BARRIE			

Chargor(s)

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

Name 2738283 ONTARIO INC.
Address for Service 5510 Ambler Drive
 Suite #2
 Mississauga, ON
 L4W 2V1

I, Blake Larsen, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Name 2738284 ONTARIO INC.
Address for Service 5510 Ambler Drive
 Suite #2
 Mississauga, ON
 L4W 2V1

I, Blake Larsen, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Name 2738285 ONTARIO INC.
Address for Service 5510 Ambler Drive
 Suite #2
 Mississauga, ON
 L4W 2V1

I, Blake Larsen, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

Name 2217467 ONTARIO INC.
Address for Service 550 Bayfield Street,
 Barrie, Ontario
 L4M 5A2

Name 2252841 ONTARIO INC.
Address for Service 550 Bayfield Street,
 Barrie, Ontario
 L4M 5A2

Name 2252842 ONTARIO INC.
Address for Service 550 Bayfield Street,
 Barrie, Ontario
 L4M 5A2

Statements

Schedule: See Schedules

Provisions

<i>Principal</i>	\$13,000,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>	See Schedule		
<i>Balance Due Date</i>	2020/12/14		
<i>Interest Rate</i>	9.0%		
<i>Payments</i>			
<i>Interest Adjustment Date</i>			
<i>Payment Date</i>	See Schedule		
<i>First Payment Date</i>			
<i>Last Payment Date</i>			
<i>Standard Charge Terms</i>	N/A		
<i>Insurance Amount</i>	Full insurable value		
<i>Guarantor</i>			

Signed By

William Alexander Doyle	895 Don Mills Rd, Ste 900, Two Morneau Shepell Ctr Toronto M3C 1W3	acting for Chargor(s)	Signed	2020 05 13
-------------------------	---	--------------------------	--------	------------

Tel 416-369-7846

Fax 416-751-7764

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

Submitted By

WILLIAM A DOYLE LAW OFFICE	895 Don Mills Rd, Ste 900, Two Morneau Shepell Ctr Toronto M3C 1W3		2020 05 13
----------------------------	---	--	------------

Tel 416-369-7846

Fax 416-751-7764

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$65.05
<i>Total Paid</i>	\$65.05

SCHEDULE

PAYMENT PROVISIONS

1. The amount of \$7,250,000.00 shall be due and payable on July 30, 2020 (the “**July Principal Payment**”) and applied to principal on account of the unpaid balance of purchase monies for the Property owing by the Chargor and secured by this Charge (the “secured portion of the purchase price”) provided that all other prepayments of principal on account of the secured portion of the purchase price, if any, made by the Chargor prior to July 30, 2020 shall be applied in reduction of the amount of the July Principal Payment due and payable on July 30, 2020.
2. The outstanding Indebtedness secured by this Charge shall be due and payable in full, including without limitation the Principal Amount and interest unpaid thereon, on the Balance Due Date specified in this Charge.
3. The Chargor shall have the privilege to prepay the Principal Amount in whole or in part from time to time when not in Default, without notice or bonus. All payments and prepayments on account of the Principal Amount shall be made by certified cheque or bank draft drawn on one of the six largest Schedule 1 Canadian chartered banks.

ADDITIONAL PROVISIONS

1. Definitions

In this Charge, unless the context requires otherwise:

“**Applicable Laws**” means all applicable federal, provincial or municipal laws, statutes, regulations, rules, by-laws, policies, guidelines, orders, permits, licences, authorizations, approvals and all applicable common laws or equitable principles whether now or hereafter in force and effect.

“**arm’s length**” shall have the meaning provided in the Income Tax Act (Canada).

“**Borrower Entity**” means the Chargor, each guarantor, each obligor and each indemnitor of all or part of the Indebtedness, and any Person having a beneficial ownership interest in all or any part of the Property from time to time.

“**Business Day**” means any day other than a Saturday, Sunday or any statutory or civic holiday observed in the Province of Ontario.

“**Canadian Dollars**”, “**Cdn. \$**” or “**\$**” means lawful money of Canada.

“**Charge**” means the charge prepared in electronic format and registered electronically pursuant to Part III of the Land Registration Reform Act (Ontario), including the attached charge/mortgage of land form, this schedule and all other schedules to this charge, as it may be amended, restated or replaced from time to time.

“**Chargee**” means the Persons or Persons named as Chargee in this Charge.

“**Chargor**” means the Person or Persons named as Chargor in this Charge.

“**Default**” means the occurrence and continuance of one or more Events of Default.

“**Environmental Laws**” means all present and future Applicable Laws, permits, certificates, licences, agreements, standards and requirements relating to environmental or occupational health and safety matters, including the presence, release, reporting, investigation, disposal, remediation and clean-up of Hazardous Substances.

“**Environmental Proceeding**” means any investigation, action, proceeding, notice, order, conviction, fine, judgement, claim, directive or lien of any nature or kind against or affecting the Property or the Chargor arising under or relating to Environmental Laws.

“**Equipment**” means all machinery, equipment, appliances, furniture, furnishings, chattels, fixtures (including all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other similar property of every kind and nature whatsoever now or hereafter owned by the Chargor and located upon or used in connection with the Property or appurtenant thereto.

“**Event of Default**” means any of the following events: (a) any default by the Chargor in payment of all or any portion of the Indebtedness when due, within five (5) days following written notice of such default to such Borrower Entity; (b) any Borrower Entity defaults in observing or performing any other covenant, condition or obligation under any Loan Document on its part to be observed or performed which default is not cured within the applicable grace or cure period, or if no such period is provided, within thirty (30) days following written notice of such default to such Borrower Entity (but for greater certainty, there shall be no grace or cure period in respect of any other Event of Default expressly enumerated in this definition); (c) any representation or warranty of any Borrower Entity in any Loan Document, or in any financial statement or other document at any time delivered by or on behalf of any such Borrower Entity to the Chargee in connection with the Indebtedness or the Loan Documents is incorrect or

misleading in any material respect; (d) any Borrower Entity becomes insolvent, makes any assignment in bankruptcy, makes any assignment for the benefit of creditors or makes any proposal to or seeks relief from its creditors under any bankruptcy, insolvency, reorganization, liquidation, moratorium, receivership or other similar laws affecting or relating to creditor's rights, any order, declaration or judgement of any court is made adjudging or declaring any Borrower Entity bankrupt or insolvent or ordering the liquidation, winding-up, reorganization or arrangement of any Borrower Entity or granting any Borrower Entity protection from its creditors or appointing any trustee, receiver, receiver and manager, sequestrator or other person with similar powers in respect of any Borrower Entity or all or any part of its assets, or any proceedings are commenced by or against any Borrower Entity seeking any such order, declaration or judgement; (e) any default by any Borrower Entity under any Lien of all or any part of the Property ranking in priority to or subsequent to the security of this Charge or the other Loan Documents, or any attornment of rents, power of sale, judicial sale, foreclosure or other enforcement proceedings are commenced against or in respect of any Borrower Entity or any part of the Property under or in respect of such Lien or any holder of such Lien takes possession or control of any part of the Property; (f) any writ of execution, distress, attachment or other similar process is issued or levied against any Borrower Entity, or all or any part of its assets, or any judgement or order is made against any Borrower Entity by a court of competent jurisdiction and, in the opinion of the Chargee, such judgement or order would materially and adversely affect the ability of such Borrower Entity to fulfill its obligations to the Chargee under the Loan Documents; (g) any part of the Property is condemned or expropriated and, in the opinion of the Chargee in respect of any expropriation, such expropriation materially impairs the value of the Property, the validity, enforceability or priority of the security of the Loan Documents, or the ability of any Borrower Entity to fulfill its obligations to the Chargee in respect of the Indebtedness; (h) if this Charge or any other Loan Document or security provided under any of them ceases to be enforceable, in whole or in part, in accordance with the terms thereof; or (i) any other default under any Loan Document.

"Governmental Authority" means any federal, provincial, municipal or other form of government or any political subdivision or agency thereof, any body or authority exercising any functions of government, and any court, having jurisdiction in the relevant circumstances, and any Person acting under the authority of any of the foregoing (including, without limitation, any arbitrator).

"Hazardous Substances" means any substance or material that is prohibited, controlled or regulated by any Governmental Authority, including any contaminants, toxic, dangerous or hazardous substances (including, without limitation, urea formaldehyde foam insulation, asbestos fireproofing insulation, polychlorinated biphenyls (PCBs) or radioactive materials), hazardous wastes, any materials containing any of same, and underground storage tanks.

"include" and **"including"** mean, respectively, include or including without limitation.

"Indebtedness" means the aggregate of (i) the Principal Amount, (ii) all interest and compound interest at the Interest Rate, (iii) all amounts, costs, charges, expenses and interest added to the indebtedness under the Loan Documents or Applicable Laws or which are otherwise due and payable thereunder or secured thereby from time to time, and (iv) all other monetary obligations of the Chargor or any other Borrower Entity at any time owing, unpaid or unsatisfied by them, or any one or more of them, to the Chargee under or in respect of the Loan Documents or otherwise in connection with or related to the Property.

"Interest Rate" means the interest rate per annum specified as the Interest Rate in this Charge, which rate of interest shall be calculated monthly, not in advance, both before and after maturity, demand, default and judgement.

"Lands" means the lands described under the heading of "Properties" in the attached electronic form of charge/mortgage.

"Leases" means all existing and future leases, offers to lease, agreements to lease, subleases, concessions and licences and other contracts and agreements affecting the use or occupation of the Property or any portion thereof, whether written, oral or otherwise, together with all related credits, rights, guarantees, indemnities, security deposits and other security therefor.

"Lien" means any mortgage, charge, pledge, hypothec, assignment, lien, construction lien, lease, sublease, right of occupancy, easement, preference, priority, trust or other security interest or encumbrance of any kind or nature whatsoever with respect to any property or asset.

"Loan Documents" means, collectively, all documents, instruments, promissory notes, agreements, guarantees, indemnities, certificates, declarations and opinions now or hereafter creating, evidencing, securing, guaranteeing, indemnifying and/or relating to the Indebtedness or any part thereof, including without limitation this Charge.

"Permits" means, collectively, all permits, agreements, studies, reports, environmental site assessments, rights, licences, authorizations, approvals and similar property and rights, including all applications made by or on behalf of the Chargor to any Governmental Authority in connection therewith, necessary to permit the lawful development, construction, occupancy, operation and use of the Property.

"Person" is to be broadly interpreted and shall include an individual, a corporation, a partnership, a trust, an unincorporated organization, a joint venture, the government of a country or any political subdivision thereof, or an agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

"Principal Amount" means the dollar amount specified in the Charge as "Principal".

"Prior Charge" means any financial encumbrance having priority over this Charge and approved in writing by the Chargee.

"Property" means all of the present and future legal and beneficial right, title, estate and interest in and to the Lands described in this Charge, together with all buildings, structures, fixtures and improvements of any nature or kind now or hereafter located in, on or under such Lands, and all Equipment, Leases, Rents and all other appurtenances thereto, and including all interests, appurtenant or otherwise, held now or in the future by the Chargor in lands adjacent to or used in connection with such lands and premises or in which the Chargor now or in the future has any interest or to which the Chargor is now or may in the future become entitled. Without limiting the foregoing, **"Property"** also includes all of the following real and personal property, rights and claims and in each case, both present and after acquired: (i) all material agreements, Permits and approvals relating to such Property or its development, management or operation; (ii) all expropriation proceeds relating to such Property; (iii) all insurance proceeds and any unearned insurance premiums relating to such Property; (iv) all surveys, drawings, designs, reports, studies, environmental site assessments, tests, plans and specifications relating to such Property; and (v) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing components of the Property or any part thereof and all conversions of such Property or the security constituted thereby, so that immediately upon the acquisition, construction, assemblage, placement or conversion of same, each of the foregoing shall be deemed a part of the Property and shall automatically become subject to the security of the Loan Documents as full and completely and with the same priority and effect as if now owned by the Chargor and specifically described herein, without any further mortgage, charge of hypothecation by the Chargor.

"Rents" means all rents, additional rents, deposits as security or otherwise, revenues, receipts, recoveries, credits, accounts receivable, other moneys, issues, benefits, rights or profits, of any nature and kind whatsoever, present and future, absolute or contingent, arising from, derived or to be derived, or relating to the Property, including the Leases.

"Requirement of Law" means, generally, any present or future law (including common law and principles of equity), statute, treaty, rule, regulation or ordinance and, with respect to any Person, the charter documents, by-laws or other organizational or governing documents of such Person, and any present or future judgement, order or determination of an arbitrator or a court or other competent authority, in each case applicable to or binding upon such Person or any of the property of such Person.

"Taxes" means all taxes, duties, rates, imposts, levies, assessments and other similar charges, of whatever nature or kind and by whomever imposed, levied, collected, withheld or assessed as of the date of this Charge or at any time in the future charged or payable with respect to the Property by any authority having jurisdiction, including local improvement rates and any and all related interest, fines and penalties which may be levied, assessed, imposed or be a Lien on the Property or any part thereof.

"Transfer" means (a) any conveyance, assignment, transfer, sale, granting or creation of an option or trust with respect to, or other disposition of (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) any legal or beneficial interest in the Property or any part thereof; (b) any change in the effective voting control of any Person comprising the Chargor or any beneficial or unregistered owner of any part of the Property from that existing as of the date of this Charge; (c) any amalgamation, merger, consolidation or other similar corporate change of any Person comprising the Chargor or any beneficial or unregistered owner of any part of the Property from that existing as of the date of this Charge; or (d) any agreement to do or complete any of the matters referred to in (a), (b) or (c) above.

2. Construction

In this Charge: (a) the division of this Charge into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Charge; (b) unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders; (c) any reference in this Charge to any statute or any section of it shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time; (d) unless the context requires otherwise, references in this Schedule to Sections are to Sections of this Schedule; (e) time shall be of this essence; (f) all obligations of the Chargor in this Charge will be deemed to be covenants by the Chargor in favour of the Chargee; (g) the liabilities and obligations of each Person named in this Charge as a Chargor shall be joint and several; and (h) the Chargee's right to give or withhold any consent or approval, make any determination or exercise any discretion shall be exercised by the Chargee acting reasonably unless otherwise expressly provided, except that following an Event of Default, the Chargee shall be entitled to exercise same in its sole discretion. The Loan Documents are the result of negotiations between the parties hereto and shall not be construed in favour of or against any party by reason of the extent to which any party or its legal counsel participated in its preparation. In the event of any conflict or inconsistency between any provisions of this Charge and the provision of any other Loan Document, the provision of this Charge shall prevail to the extent of any such conflict or inconsistency. The delivery of this Charge for registration by direct electronic transmission shall have the same effect for all purposes as if this Charge was in written form, signed by the Chargor and delivered to the Chargee. This Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge. This Charge shall be governed by the laws of the Province of Ontario.

3. Charge

As security for the due payment to the Chargee of the Indebtedness and all other amounts payable under this Charge, and the due performance of the obligations of the Chargor contained in the Loan Documents, including without limitation this Charge, the Chargor hereby mortgages and charges the Property to and in favour of the Chargee.

4. Payment Provisions

(1) Covenant to Pay. The Chargor acknowledges itself indebted for, and promises to pay, the Indebtedness to the Chargee as and when provided in this Charge, without set-off, deduction or abatement.

(2) Interest. The Principal Amount shall bear interest at the Interest Rate both before and after default, demand, maturity and judgement until paid. Interest shall accrue on overdue interest at the Interest Rate from time to time, both before and after default, demand, maturity and judgement until paid and shall be due and payable by the Chargor to the Chargee forthwith. If such overdue interest and compound interest are not paid within the interest calculation period provided in this Charge from the time of default, a rest will be made and compound interest at the Interest Rate will be payable on the aggregate amount then due, both before and after maturity, default and judgement, and so on from time to time until paid. All compound interest shall be added to the Indebtedness and secured by this Charge.

(3) Payments. All payments by the Chargor to the Chargee shall be made to the Chargee not later than 12:00 noon for value on the date when due, and shall be made in immediately available funds without set-off or counterclaim. Any payment that is received after 12:00 noon (Toronto time) on any date shall be deemed to have been made and received on the next following Business Day. At the Chargee's option from time to time, the Chargor undertakes to make the periodic payments of principal and interest as required by this Charge (i) by way of post-dated cheques to be delivered to the Chargee at the commencement of this Charge and at such intervals thereafter as the Chargee may require, or (ii) by way of electronic funds transfer ("EFT") by pre-authorized debit from Tenant's bank account and to execute and deliver upon request by the Chargee from time to time, such authorizations, directions and other authorizing documentation, and such replacements thereof, as may be required by the Chargee and/or its financial institution, in order to effect such payments by EFT.

(4) Dishonoured Payments. If any of the Chargor's cheques are not honoured when presented for payment, the Chargor will immediately pay the Chargor the sum of \$500.00 to cover the administration costs and expenses arising therefrom. Until paid, such administrative fee, together with interest thereon at the Interest Rate shall be added to the Indebtedness and secured by this Charge.

(5) Application of Payments. Prior to an Event of Default, all payments received by the Chargee on account of the Indebtedness shall be applied as follows, regardless of any other designation of such payments: first, to the repayment of sums advanced by the Chargee pursuant to this Charge or any other Loan Documents for any reason (other than the Principal Amount), including sums advanced to pay Taxes, insurance premiums or other costs, expenses and charges against the Property (together with interest thereon at the Interest Rate from the date of advance until paid), then to the payment of accrued but unpaid interest which is then due and payable, and finally, to reduction of the Principal Amount. Following an Event of Default, all payments received by the Chargee shall be applied by the Chargee to principal, interest and/or such other charges due under this Charge or the other Loan Documents in such order as the Chargee shall determine in its sole discretion.

5. Provision for Redemption

This Charge shall be void on full payment of the Indebtedness and all other amounts payable under this Charge.

6. Release by Chargor

The Chargor releases to the Chargee all claims of the Chargor upon the Property, subject to the provision for redemption and the entitlement of the Chargor to obtain a discharge of this Charge.

7. Security

(1) Security for Indebtedness. This Charge secures the due payment and performance of the Indebtedness notwithstanding the nature or form thereof or any change thereto or in the accounts, bills of exchange, promissory notes, guarantees or other obligations now or from time to time hereafter held by the Chargee representing the Indebtedness or any part thereof or in the names of the parties to this Charge or the other Loan Documents or any such bills, notes, guarantees or other obligations or any change in the constitution of the Chargor or any other Borrower Entity, whether because of the death or retirement or introduction of one or more partners or members or because of any corporate reorganization, amalgamation, continuance or name change or otherwise.

(2) Extensions. The Chargee may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Chargor and with other Persons and security as the Chargee may see fit without prejudice to the Indebtedness or the Chargee's right to hold and realize the security of this Charge.

(3) No Merger. This Charge shall not operate by way of merger of the Indebtedness or any part thereof or any Loan Document, contract or instrument by which the Indebtedness may now or at any time hereafter be represented, evidenced or secured. Neither the taking of any judgement nor the exercise of any power of seizure or sale or any other remedy shall operate to extinguish the obligation of the Chargor to pay the Indebtedness or the Principal Amount, or any other money secured by this Charge, nor shall it operate as a merger of any covenant or affect the right of the Chargee to interest at the Interest Rate, until all such amounts are fully paid, and any judgement shall bear interest at the Interest Rate or such greater rate permitted by Applicable Laws.

(4) Further Advances. Neither the execution nor the registration of this Charge, nor any loans or advances hereafter made to, or liability hereafter incurred for, the Chargor by the Chargee shall bind the Chargee or any other

Person to make or incur any further loan, advance or liability to or for the Chargor or any other Person, but nevertheless the Charge hereby created shall take effect forthwith upon the execution of this Charge by the Chargor.

(5) Additional Security. This Charge is in addition to and not in substitution for any other security now or hereafter held by the Chargee for all or any part of the Indebtedness. The Chargor agrees that this Charge shall not create any merger or discharge of any debt owing by the Chargor to the Chargee. The Chargor further agrees that, except in accordance with the terms contained herein, this Charge shall not in any way affect any other security now or hereafter held by the Chargee for all or any part of the Indebtedness.

8. Representations and Warranties of the Chargor

The Chargor represents and warrants to and in favour of the Chargee that:

- (a) this Charge and all other Loan Documents have been duly authorized, executed and delivered by the Chargor and constitute legal, valid and binding obligations of the Chargor enforceable against the Chargor in accordance with the terms thereof, respectively;
- (b) the Chargor (i) is a duly organized and validly existing corporation under the laws of its governing jurisdiction, (ii) has full power, authority and legal right to own the Property and to carry on its business thereon in compliance with all Applicable Laws, (iii) shall maintain in good standing its existence, capacity, power and authority as a corporation and shall not liquidate, dissolve, wind-up, terminate, merge, amalgamate, consolidate, reorganize or restructure or enter into any transaction or take any steps in connection therewith, and (iv) is a corporation resident in Canada;
- (c) neither the execution and delivery of the Loan Documents, nor compliance with the terms and conditions of any of them, (i) has resulted or will result in a violation of the constating documents governing the Chargor, including any unanimous shareholder agreement or any resolution passed by the board or directors or shareholders of the Chargor, (ii) has resulted or will result in a breach of or constitute a default under Applicable Laws or any agreement or instrument to which the Chargor is a party or by which it or the Property or any part thereof is bound, or (iii) requires any approval or consent of any Person except such as has already been obtained;
- (d) there are no unsatisfied judgments against the Chargor and no executions filed which would affect the Property;
- (e) there is no pending or threatened litigation, action, proceeding, claim or fact known to the Chargor and not disclosed to the Chargee which materially or adversely affects or could so affect the Chargor's ability to perform the Chargor's obligations under this Charge. Upon becoming aware of any actual or threatened litigation, action, proceeding or claim against or relating to the Chargor, the Chargor shall promptly notify and provide the Chargee with such information concerning same as the Chargee may require from time to time;
- (f) The Chargor is the sole legal and beneficial owner of the Property.

9. Covenants of the Chargor

The Chargor covenants and agrees with the Chargee that:

- (a) Payment. The Chargor will (i) duly and punctually pay or cause to be paid to the Chargee the Indebtedness at the times and places and in the manner provided for in this Charge and, (ii) on demand by the Chargee after Default, pay to the Chargee the full amount of the Indebtedness, in Canadian Dollars without deduction or set-off of any kind;
- (b) Perform Obligations. The Chargor will duly and punctually observe and perform all of the terms and conditions of this Charge and the other Loan Documents which are to be observed and performed by the Chargor;
- (c) Quiet Possession. On Default, the Chargor will cause the Chargee to have quiet possession of the Property free from all encumbrances, subject only to Liens to which the Chargee has given its prior written consent pursuant to this Charge;
- (d) Transfers and Liens. No Transfer shall be made or permitted to be made without the prior written consent of the Chargee, in its sole discretion. No Liens shall be created, issued, incurred or permitted to exist (by operation of law or otherwise and whether prior or subordinate to the security of this Charge and the other Loan Documents) on any part of the Property or any interest therein (except in favour of the Chargee as security for the Indebtedness), without the prior written consent of the Chargee in its sole discretion. Any Lien not permitted hereby shall be vacated and discharged from the Property by the Chargor forthwith. If, without the prior consent of the Chargee, any Transfer or any Lien of the whole or any part of the Property or any interest therein is made, created, incurred or permitted to exist, then the Chargee, at its sole option, may declare the Indebtedness to be immediately due and payable by the Chargor to the Chargee;
- (e) Defend Title. The Chargor warrants and will defend its right, title and interest in and to the Property.

10. Not a Building Mortgage

The Chargor covenants, represents and warrants that the Indebtedness, including the Principal Amount, shall not be used for the purpose of making or securing the financing of any improvement, within the meaning of the Construction Act (Ontario), to the Property or for repaying any charge, encumbrance or Lien which was taken to secure the financing of an improvement to the Property.

11. Insurance

The Chargor shall maintain at its sole expense the following insurance coverages with respect to the Property for the benefit of the Chargee until the Indebtedness has been fully paid and satisfied: (i) insurance against loss or damage by fire, casualty and other hazards as are now or subsequently covered by an "all risk" policy with such endorsements as the Chargee may reasonably require from time to time, covering 100% of the full replacement cost of the buildings, structures and improvements comprising the Property; (ii) rental insurance covering 100% of the total Rents (from time to time) from the Property for not less than a twelve (12) month period; (iii) comprehensive broad form boiler and machinery coverage; (iv) comprehensive broad form commercial general liability coverage in an amount of not less than \$3,000,000.00 per occurrence; and (v) such other insurance as required from time to time by the Chargee, acting reasonably.

All insurance required by this Charge shall be maintained by the Chargor at its expense, shall have a term of not less than one year, and shall be in the form and amount and with such deductibles, endorsements and insurers as are acceptable from time to time to the Chargee, acting reasonably. If any insurance required by this Charge is not maintained by the Chargor at any time, the Chargee may (but is not obligated to) effect such insurance in any manner it shall determine in its sole discretion and all costs and expenses incurred by or on behalf of the Chargee in maintaining such insurance shall be payable by the Chargor to the Chargee forthwith on demand. Until paid, such costs and expenses together with interest thereon at the Interest Rate shall be added to the Indebtedness and secured by this Charge. As additional and separate security for payment of the Indebtedness, the Chargor hereby assigns, transfers and sets over to the Chargee, as a first Lien thereon, all legal and beneficial right, title and interest in and to all present and future insurance proceeds in respect of the Property. The Chargor hereby authorizes and directs the issuer of any such insurance proceeds to make payment directly to the Chargee. Upon an Event of Default, all insurance proceeds arising in respect of the Property shall, at the option of the Chargee in its sole discretion, be applied in reduction of the Indebtedness. The Chargor shall pay all premiums relating to all insurance required by this Charge when due and shall promptly deliver to the Chargee receipted invoices or other evidence of payment. The Chargor shall comply with all the terms of each insurance policy required by this Charge and all requirements of the insurer of each such policy.

12. Environmental

The Chargor hereby represents, warrants, covenants and agrees with the Chargee (which representations, warranties, covenants and agreements shall survive satisfaction or release of the Indebtedness or extinguishment of the Indebtedness and this Charge in the event that the Chargee or its nominee becomes owner of the Property upon default of the Chargor):

- (a) The Property will not be used for the purpose of manufacturing, refining, treating, storing, disposing of, or otherwise dealing with any Hazardous Substance, provided that any Hazardous Substance brought onto the Property or used by any person on the Property shall be transported, used and stored only in accordance with all Applicable Laws;
- (b) No use of the Property will be allowed which may cause or increase the likelihood of the escape, seepage, leakage, spillage, release or discharge of any Hazardous Substance on, from or under the Property or permit any policy of insurance in respect of the Property to be cancelled.

Without limiting any other provision of this Charge or any other Loan Document, the Chargor shall indemnify and pay, protect, defend and save harmless the Chargee from and against all actions, proceedings, losses, damages, liabilities, claims, demands, judgements, costs, expenses (including legal fees and disbursements on a solicitor and his own client basis) (collectively, "Environmental Claims"), imposed on, made against or incurred by the Chargee arising from or relating to the following, but only to the extent caused or exacerbated by the Chargor or those for whom it is responsible in law, namely, (i) any actual or alleged breach of Environmental Laws relating to or affecting the Property, (ii) the actual or alleged presence, release, discharge or disposition of any Hazardous Substance in, on, over, under, from or affecting all or part of the Property, including any personal injury or property damage arising therefrom, (iii) any actual or threatened Environmental Proceeding affecting the Property including any settlement thereof, (iv) any assessment, investigation, containment, monitoring, remediation and/or removal of all Hazardous Substances from all or part of the Property or surrounding areas or otherwise complying with Environmental Laws, or (v) any breach by the Chargor of any covenants hereunder or under any other Loan Document or under Applicable Laws relating to environmental matters.

13. Discharge

Upon full payment and performance of the Indebtedness, the Chargee shall deliver to the Chargor a discharge of this Charge in registrable form upon reasonable prior written request by the Chargor to do so, and all legal and other expenses for the preparation, execution and delivery of such discharge shall be paid by the Chargor to the Chargee at the time of delivery of it.

14. Taxes

The Chargor shall pay or cause to be paid all Taxes, government fees, utilities charges, dues, rates and assessments of whatever nature or kind and to whomever assessed now or hereafter charged or payable with respect to the Property, including any and all interest, fines and penalties on them, when and as they become due and payable and shall deliver to the Chargee within ten (10) days after the due date of each instalment thereof in each calendar year, copies of receipts or tax statements with receipt of payment indicated on them by the appropriate Governmental Authority or such other evidence satisfactory to the Chargee to evidence the payment of all such Taxes and other amounts due and payable within such calendar year.

15. Maintenance and Preservation of Security

(1) Use, Maintenance and Repair. The Chargor shall not change the use of or abandon the Property, commit or permit any waste of the Property, or remove or permit the removal any buildings, erections, structures, improvements or fixtures from the Property (other than a tenant's improvements removable by a tenant in accordance with its Lease, excluding any tenant which does not deal at arm's length with the Chargor), without the prior written consent of the Chargee. The Chargor shall diligently maintain, use, manage, operate and repair the Property in a safe and insurable condition, in accordance with Applicable Laws, Permits, licenses and approvals, in a prudent and business-like manner, and in keeping with the highest standards for similar properties in the locality in which the Property is situate. The Chargor shall, at its expense, obtain all Permits required to, and shall promptly, make or cause to be made at its expense all necessary repairs and replacements to the Property necessary to comply with this subsection in a good and workmanlike manner and in accordance with the required Permits and the foregoing obligations.

(2) Demolition, Construction. The Chargor shall not demolish, remove, construct, alter, add to, repair or restore any substantial part of the buildings, erections, structures, improvements or fixtures on the Property, nor consent to or permit any such action, without obtaining in each instance the prior written consent of the Chargee, except for improvements, repairs and alterations costing not more than \$250,000.00 in each case. The Chargor shall (i) obtain at its expense all Permits required in connection with all such activities, (ii) maintain all such Permits in good standing and in full force and effect, (iii) not terminate, amend or waive any of its rights and privileges under any Permits without the prior written consent of the Chargee, in its sole discretion, and (iv) promptly deliver to the Chargee copies of all such Permits and particulars of any changes, notices or proceedings that may arise from time to time relating thereto (including pending cancellation, termination or expiry thereof).

(3) Inspections. The Chargee, and its agents and employees, shall have the right, subject to the rights of tenants under existing Leases (excluding any tenants which are related to or affiliated with the Chargor), to enter and inspect the Property at all reasonable times and, except in an emergency or following an Event of Default, upon reasonable notice to the Chargor.

(4) Preservation of Security. The Chargee may from time to time (without any obligation to do so or any liability in connection with it) make or complete such repairs or other work as the Chargee may deem requisite or proper and may perform any acts, matters or things necessary in the opinion of the Chargee to protect or preserve or prevent damage to any buildings or improvements situate on the Property. In addition, the Chargee may, from time to time (without any obligation to do so or any liability in connection with it), elect to perform any covenant of the Chargor under this Charge that the Chargor has failed to perform following written notice from the Chargee and which the Chargee is capable of performing including any covenant the performance of which requires the payment of money, provided that no such performance by the Chargee shall require the Chargee to further perform any covenants of the Chargor. Any amounts paid by the Chargee pursuant to this Section shall be repaid by the Chargor to the Chargee on demand, shall be secured by this Charge and shall bear interest from the date of payment by the Chargee at the Interest Rate.

(5) Not Mortgagee in Possession. It is agreed that the Chargee in exercising any of the rights given to the Chargee under this Charge or any other Loan Document shall be deemed not to be a mortgagee in possession.

16. Prior Charges

(1) Chargor to Satisfy Terms. If the Property or any part of it should at any time be subject to any Prior Charge, the Chargor covenants that the Chargor will pay or cause to be paid as they become due all payments under it, whether for principal, interest, taxes or otherwise, and will observe, perform and comply with all of the other covenants, provisions and agreements contained in such Prior Charge.

(2) Chargee May Satisfy Terms. The Chargee may (but shall not be obliged to) satisfy the whole or any part of any Prior Charge or any other prior claim or encumbrance now existing or hereafter affecting the Property (except as to any such Prior Charge, so long as the Chargor is not in default under the Prior Charge and so long as the Prior Charge has not matured in accordance with its terms as registered against title to the Property as of the date of this Charge) and the Chargee shall be entitled to all the equities and securities of the Person or Persons receiving such satisfaction. Any amount so paid shall be added to the Indebtedness, shall bear interest at the Interest Rate and shall be forthwith payable by the Chargor to the Chargee on demand.

17. Fixtures

Except for any fixtures which are under the terms of any Leases the property of tenants of the Property (other than tenants which do not deal at arm's length with the Chargor) and which such tenants are entitled to remove in accordance with the terms of such Leases, all buildings, erections, structures and improvements now or hereafter

erected or placed upon the Property or now or hereafter attached to or used in connection with the Property including all elevators, machinery, motors, furnaces, boilers, oil and gas burners, stokers, blowers, water heaters, television antennae, tanks, electric light fixtures, floor coverings, window blinds, partitions, fire alarm and protective systems, sprinklers, screen doors and windows, refrigerators, stoves and air-conditioning, ventilating, plumbing, electrical, cooking, lighting, heating, cooling and refrigeration fixtures and equipment, and all things appurtenant thereto, shall for all purposes of this Charge be fixtures and form part of the Property, whether or not affixed at law to the Property.

18. Release of Property by Chargee

The Chargee may at its discretion release from this Charge the Property or any part of it at any time and from time to time, either with or without any consideration for it, without being accountable for the value of it or for any money except those actually received by the Chargee, and without thereby releasing any other part of the Property or any Person from this Charge or from any of the covenants contained in this Charge or any of the other Loan Documents. No sale or other dealing by the Chargor with the Property or any part of it shall in any way change the Indebtedness or in any way alter the rights of the Chargee as against any Person liable for payment of the Indebtedness, interest or any other money payable under this Charge or any of the other Loan Documents.

19. Expropriation

If the Property or any part of it is expropriated by any Governmental Authority having powers of expropriation, all money payable in respect of such expropriation shall be paid to the Chargee and, if received by the Chargee, shall be received in trust for the Chargee and forthwith paid over to the Chargee. Such money shall, at the option of the Chargee, be applied against the Indebtedness or such part thereof as the Chargee may determine, or be held unappropriated in a collateral account as continuing security for the full payment and performance of the Indebtedness. The Chargor shall forthwith deliver to the Chargee a copy of any notice of expropriation or proposed expropriation received by the Chargor in respect of the Property.

20. Non-Apportionment

Each and every part of the Lands at the time of registration of this Charge and every part, lot or unit into which the Lands and/or other Property is or may hereafter be divided does and shall stand charged with the whole of the Principal Amount and interest and all other amounts payable under this Charge, and no Person shall have any right to require the Principal Amount or interest or such other amounts to be apportioned upon or in respect of any such part, lot or unit or to require a partial discharge of this Charge in respect of any such part, lot or unit.

21. Quiet Possession

Until Default, the Chargor shall be entitled to quiet possession of the Property.

22. Default

(1) Acceleration. Upon the occurrence of an Event of Default which has not been waived in writing by the Chargee, all Indebtedness hereunder or in connection herewith shall, at the option of the Chargee, immediately become due and payable upon demand by the Chargee without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Chargor. Without limiting the generality of the foregoing, the Chargee shall also be entitled, concurrently with the making of any demand or any time or times thereafter, to realize upon any and all of the security held by it and proceed by any other action, suit, remedy or proceeding authorized or permitted by this Charge, the Loan Documents, or otherwise at law or in equity, all at such times and in such manner as the Chargee in its sole discretion may consider expedient.

(2) Remedies Cumulative. For greater certainty, the rights and remedies of the Lender under this Charge are cumulative and are in addition to and not in substitution for any rights or remedies provided by law; and any single or partial exercise by the Lender of any right or remedy following an Event of Default or for any breach of any term, covenant, condition or agreement contained in any of the Loan Documents shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy to which the Lender may be lawfully entitled, and any waiver by the Lender of the strict observance, performance or compliance with any term, covenant, condition or agreement contained in any of the Loan Documents and any indulgence granted by the Lender shall be deemed not to be a waiver of that or any subsequent breach.

(3) Non Merger. The taking of any action or other dealing by the Lender in respect of the Chargor or any other Borrower Entity or any Loan Documents shall not operate as a merger of any of the obligations of the Chargor or any other Borrower Entity to the Lender or in any way suspend payment or affect or prejudice the rights, remedies and powers, legal or equitable, which the Lender may have in connection with such obligations, and the surrender, cancellation or other dealing with any security shall not release or affect the obligations of the Borrower Entity or any of them to the Lender.

23. Remedies on Default

Upon the occurrence and during the continuance of Default the Chargee may, personally or by agent, at such time or times as the Chargee in its discretion may determine to exercise any one or more of the remedies in and by this Charge or conferred by law or in equity in case of default, including without limitation the following remedies:

- (a) **Possession** – The Chargee may enter into possession and use of the Property or any part or parts of it with power, among other things, to exclude the Chargor therefrom, to preserve, repair, maintain and complete construction of the Property and to make such repairs, replacements, alterations and additions to the whole or any part of the Property that the Chargee may determine in its sole discretion, to satisfy the whole or any part of any Prior Charge or any other prior claim or encumbrance then affecting the Property, to receive rents, income and profits of all kinds owing to the Chargor in respect of the Property, and to pay therefrom all expenses of maintaining, preserving, protecting and operating the Property, including payments which may be due for insurance, Taxes, assessments, charges or liens prior to the charge of this Charge upon the Property (including Prior Charges), payments which may be due for the services of lawyers, agents and other Persons, and all costs, charges and expenses incurred in connection with the execution of the powers contained in this Charge; and to enjoy and exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including the power to advance its own money (with interest payable on it at the Interest Rate) and to enter into contracts and to undertake obligations for the foregoing purposes upon the security of this Charge;
- (b) **Sale or Lease** — the Chargee may sell, lease or otherwise dispose of all or any part of the Property (in accordance with the provisions of this Charge), whether before or after entry into possession of the Property or any part of it. Without limiting the generality of the foregoing, the Chargee may lease the Property or any part thereof for such term (which may extend beyond the Balance Due Date) and for such rents and on such conditions and provisions (including providing any leasehold improvements and tenant inducements) as the Chargee may determine in its sole discretion, which lease(s) shall have the same effect as if made by the Chargor, and all costs, charges and expenses incurred by the Chargee in the exercise of such rights together with interest thereon at the Interest Rate shall be added to the Indebtedness and be payable forthwith by the Chargor to the Chargee. Each lease or renewal of lease made by the Chargee while in possession of the Property shall continue for its full term notwithstanding the termination of the Chargee's possession. The Chargee shall in no event be liable for any loss or damage sustained by the Chargor or any Borrower Entity resulting from any lease entered into by the Chargee, any failure to lease the Property or any part thereof;
- (c) **Carry on Business** – The Chargee may in its sole discretion, carry on, or concur in the carrying on of all or any part of the business or undertaking of the Chargor relating to the Property and enter on, occupy and use the Property for such purpose without charge by any Borrower Entity.

No right or remedy of the Chargee under this Charge or that the Chargee may have at law or in equity shall be exclusive or dependent on any other right or remedy, but any one or more of such rights and remedies may from time to time be exercised independently or in combination. The rights, remedies and powers conferred under this Charge are supplementary to and not in substitution for any of the powers that the Chargee may have or be entitled to at law, in equity or otherwise.

24. Power of Sale

(1) **Sale or Lease.** The Chargee, on Default for fifteen (15) days, may on at least thirty-five (35) days' notice to the Chargor sell or lease the Property; provided that if such Default continues for thirty (30) days the Chargee may enter on and sell or lease the Property without notice. It is agreed that any notice under this Section shall be sufficiently given for all purposes if given in accordance with such applicable statutory provisions as may now or hereafter be in force and that notice shall not be required or lesser notice may be given if and to the extent permitted or authorized under or pursuant to such statutory provisions.

(2) **Terms.** Any sale or lease under this Charge may be by public auction, by public tender or by private sale or lease, with only such notice as may be required by law, at such time or times as the Chargee may determine, and either for cash or part cash and part credit, and with or without advertisement, and with or without a reserve bid and otherwise upon such terms and conditions as the Chargee may determine. The proceeds of any sale or lease of the Property may be applied in payment of any costs, charges and expenses, including surveyor's charges, solicitor's fees and disbursements as between a solicitor and his own client and agent's charges or commissions, including realtor's and appraiser's fees and commissions, incurred in taking, recovering and keeping possession of the Property or in leasing or selling the Property or by reason of non-payment or endeavouring to procure payment of money secured by this Charge (including sums which the Chargee has paid for Taxes, insurance and maintenance) as well as to payment of the Principal Amount and interest and all other amounts payable under this Charge to the Chargee. Sales and leases may be made from time to time of portions of the Property (including sales and leases of all or any part of the buildings, fixtures and machinery comprising the Property) or of the whole of the Property. The Chargee may make any stipulations as to title or evidence or commencement of title or otherwise which the Chargee shall deem proper and may rescind or vary any contract for sale or lease of any of the Property and may buy in and resell without being answerable for loss occasioned thereby. On any sale or lease under this Charge, the Chargee shall be accountable only for money actually received in cash as and when so received and for such purposes may make and execute all agreements and assurances as the Chargee shall think fit. The purchaser at any sale under this Charge or the lessee under any such lease shall not be bound to see to the legality, propriety or regularity of it, or that Default has happened on account of which the sale or lease is made, and no absence of Default or of notice (other than as required by law) shall invalidate any sale or lease under this Charge and the remedy of the Chargor shall be in damages only. No sale or other dealing by the Chargee with the Property or any part of it shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any other Person liable for payment of any of the money secured by this Charge.

25. Receiver

(1) Appointment of Receiver. Upon the occurrence of any Default, the Chargee may, in its discretion, by writing appoint a receiver (which term shall include a receiver and manager) (a "Receiver") of the Property or any part of it and of the rents and profits from it and may from time to time remove any Receiver and appoint another in his place and in making any such appointment or appointments the Chargee shall be deemed to be acting as the attorney for the Chargor unless the Chargee indicates in writing a contrary intention.

(2) General. The following provisions shall apply in respect of the appointment of any Receiver:

- (a) such appointment may be made either before or after the Chargee shall have entered into or taken possession of the Property or any part of it;
- (b) such Receiver may, in the discretion of the Chargee, be vested with all or any of the powers and discretion of the Chargee as the Chargee may appoint;
- (c) such Receiver shall have the power to borrow or raise money on the security of all or any part of the Property in priority to this Charge or otherwise for such purposes as may be approved by the Chargee;
- (d) the Chargee may from time to time fix the remuneration of such Receiver and direct the payment of such remuneration from out of the proceeds of the Property;
- (e) such Receiver shall, so far as concerns the responsibility for his acts or omissions, be deemed the agent of the Chargor and in no event the agent of the Chargee and the Chargee in making or consenting to such appointment shall not incur any liability to the Receiver for his remuneration or otherwise howsoever;
- (f) such Receiver shall from time to time have the power to collect, realize, sell or otherwise deal with the Property in such manner, upon such terms and conditions and at such time or times as may seem to the Receiver to be advisable and without notice to the Chargor;
- (g) such Receiver may make such arrangements, at such time or times as it may deem necessary without the concurrence of any other person, for the repairing, completing, adding to, or managing of the Property, including completing the construction of any incomplete building or buildings, structures, services or improvements on the Property and the providing for leasehold improvements notwithstanding that the resulting cost may exceed the original Principal Amount;
- (h) such Receiver shall from time to time have the power to lease any portion of the Property which may become vacant for such term and subject to such provisions as the Receiver may deem advisable or expedient and, in so doing such Receiver shall act as the attorney or agent for the Chargor (unless specifically appointed by the Chargee as the agent of the Chargee) and such Receiver shall have authority to execute, under seal or otherwise, any leases of any such premises in the name of and on behalf of the Chargor and the Chargor undertakes to ratify and confirm whatever any such Receiver may do in the premises;
- (i) such Receiver shall have full power to manage, operate, amend, repair, alter or extend the Property or any part of it in the name of the Chargor for the purpose of securing the payment of rentals from the Property or any part of it, including the power to (i) take proceedings in the name of the Chargor or otherwise and to make any arrangement or compromise; (ii) give any and all notices to be given by the Chargor under any leases and exercise any and all rights of the Chargor under them; (iii) do or cause to be done any and all acts and things under any lease and adjust and settle all matters relating to such performance; and
- (j) such Receiver shall have full power to institute and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the Property, defend all suits, proceedings and actions against the Chargor or the Receiver, appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted and appeal any suit, proceeding or action.

26. Application of Proceeds

All money and other proceeds of disposition of any Property of the Chargor received by the Chargee or a Receiver may be applied to discharge or satisfy any expenses (including the Receiver's remuneration and other expenses of enforcing the Chargee's rights against the Chargor under this Charge), encumbrances over the Property of the Chargor in favour of Persons other than the Chargee, borrowings, Taxes and other outgoings affecting the Property of the Chargor or which are considered advisable by the Chargee or the Receiver to protect, preserve, complete, repair, process, maintain or enhance the Property of the Chargor or prepare it for sale, lease or other disposition, or to keep in good standing any encumbrances on the Property ranking in priority to the Charge from the Chargor, or to sell, lease or otherwise dispose of the Property of the Chargor. The balance of such proceeds if any, may, at the sole discretion of the Chargee, be held as security for the Indebtedness or be applied to such of the Indebtedness (whether or not they are due and payable) in such manner and at such times as the Chargee considers appropriate (including in such manner as may be required to comply with any priority, subordination or security sharing arrangements to which the Chargee is a party or otherwise subject or bound) and thereafter will be accounted for as required by law.

27. Attorney of the Chargor

(1) Under Leases. The Chargee, as attorney or agent for the Chargor and in its name, may at any time and from time to time after Default, exercise any of the rights, powers, authorities and discretion which under the terms of any Leases of the Property could be exercised by the Chargor.

(2) On Sale. In case of any sale under this Charge, whether by the Chargee or by a Receiver or under any judicial proceedings, the Chargor agrees that it will, forthwith upon request, execute and deliver to the purchaser such deeds, assurances, conveyances and receipts as may be necessary to transfer good title to the Property or any part or parts of it sold, and if in case of any such sale the Chargor shall fail to do so forthwith after request, the Chargee or such Receiver may execute and deliver to the purchaser of the Property or any part or parts of it such deeds, assurances, conveyances and receipts as may be necessary to transfer good and sufficient title to it, the Chargee or, if appointed, the Receiver being hereby irrevocably constituted the attorney of the Chargor for the purpose of making such sale and executing all deeds, assurances, conveyances, receipts and documents pertaining thereto.

28. Limitation of Obligations

The Chargee shall not, nor shall any Receiver appointed by it, be responsible or liable otherwise than as a trustee, for any debts and leases contracted by it or for salaries during any period during which the Chargee or such Receiver is managing the Property or any part or parts of it upon or after entry, as provided for in this Charge nor shall the Chargee nor the Receiver be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession might be liable.

29. Chargee's Costs

(1) Payment by Chargee. The Chargee may (but shall not be obliged to) pay all costs, charges and expenses (including agents' charges and solicitors' fees and disbursements on a solicitor and his own client basis) incurred from time to time in taking, recovering and keeping possession of the Property or in performing work or completing work in respect of the buildings, erections, structures and improvements situate on it or in inspecting it and generally in any other proceedings taken to realize the money secured by this Charge or in protecting the security for such money, whether any action or other judicial proceeding to enforce such payment has been taken or not. Any and all amounts so paid shall be added to the Indebtedness and shall be payable forthwith by the Chargor to the Chargee with interest at the Interest Rate from the date of payment by the Chargee.

(2) Reimbursement by Chargor. The Chargor shall immediately pay to the Chargee all amounts paid or incurred by or on behalf of the Chargee and all costs and expenses of inspecting, protecting, repairing, completing, insuring, taking, keeping possession of and managing all or any part of the Property, preparing the Property for sale or lease, selling or leasing the Property, collecting all or any part of the Principal Amount, the exercise of any of the rights of a Receiver appointed pursuant to the provisions of this Charge and such Receiver's fees and expenses, agents' costs and expenses, legal fees and disbursements on a solicitor and his own client basis, and any other costs and expenses of exercising or protecting the Chargee's rights (under this Charge or otherwise) or all or any part of the Property.

30. Amendments

This Charge (or any agreement referred to in this Section) may from time to time be renewed or amended by one or more written agreements between the Chargor and the Chargee, with any increase or decrease in interest or extension of time for payment. Whether or not there are any other instruments registered on title to the Property after this Charge at the time any such written agreement is entered into, it will not be necessary for the Chargee to register the written agreement on title to the Property in order to retain priority for this Charge, as renewed or amended, over any other instrument registered after this Charge. No amendment of this Charge shall be effective unless made in writing and signed by the parties to this Charge.

31. Copy of Charge

The Chargor acknowledges having received a true copy of this Charge.

32. Rights and Waivers

The rights and remedies of the Chargee under this Charge (i) are cumulative, (ii) may be exercised as often and in such order as the Chargee considers appropriate, (iii) are in addition to its rights and remedies otherwise in law or in equity, and (iv) shall not be capable of being waived or varied except by virtue of an expressed waiver or variation in writing signed by an officer of the Chargee. In particular, any failure to exercise or any delay in exercising any of such rights and remedies shall not operate as a waiver or variation of that or any other such right or remedy, any defective or partial exercise of any of such rights shall not preclude any other or future exercise of that or any other such right or remedy and no act or course of conduct or negotiation on the part of the Chargee or on its behalf shall in any way preclude it from exercising any such right or remedy or constitute a suspension or variation of any such right or remedy.

33. Severability

If any covenant, obligation or agreement contained in this Charge or part of it or the application of it to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Charge or the application of such covenant, obligation or agreement or part of it to any Person or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement contained in this Charge shall be separately valid and enforceable to the fullest extent permitted by law.

34. Further Assurances

The Chargor covenants and agrees that it will at all times, at its own cost and expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, mortgages, charges, assignments and assurances in law, in each case consistent with the terms of this Charge, as the Chargee may require for the better mortgaging, charging, pledging and assigning the lands unto the Chargee and for the better accomplishing, effectuating and perfecting of this Charge, including without limiting the generality of the foregoing, such as may be required in order to register or file this Charge or perfect the registration of this Charge wherever the Chargee in its discretion considers that it or notice of it ought to be registered or filed.

35. Notices

Any notice or communication to be given hereunder (other than telephone notice as specifically provided herein) may be effectively given by delivering the same at the addresses set out in this Charge, or with respect to any assignee, to the address provided by such assignee to the Chargor and the Chargee or by sending the same by facsimile or pdf or prepaid registered mail to the parties at such addresses. Any notice so mailed shall be deemed to have been received on the third (3rd) Business Day next following the mailing thereof, provided that postal service is in normal operation during such time. Any facsimile or pdf notice shall be deemed to have been received on transmission if sent during normal business hours on a Business Day and, if not, on the next Business Day following transmission. Any party may from time to time notify the other parties, in accordance with the provisions hereof, of any change of its address which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Charge.

36. Non-Merger

The terms and conditions of this Charge and the Loan Documents, respectively, will remain binding and effective on each of the parties thereto notwithstanding the execution and delivery of this Charge or any other Loan Documents and will not merge in this Charge nor in any other Loan Documents. The taking of any judgement or judgements against the Chargor or any other Person for breach of its obligations contained in this Charge or in any other Loan Document will not merge or extinguish the obligations of the Chargor or any other Person pursuant to the Charge or any other Loan Documents nor affect the Chargee's rights to payment of the Indebtedness until fully paid.

37. Implied Covenants

The implied covenants under subsection 7(1) of the Land Registration Reform Act (Ontario) are incorporated in this Charge. The covenants in this Charge supplement and do not derogate from such implied covenants.

38. Entire Agreement

This Charge, together with all other Loan Documents, constitutes the entire agreement between the parties pertaining to the subject matter of this Charge and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Charge (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Charge and the other Loan Documents.

39. Assignment of Leases and Rent

(1) Assignment. As additional general and continuing collateral security for the due payment and performance of the Indebtedness (including the payment of the Principal Amount), together with interest at the Interest Rate and all other amounts payable under this Charge, in consideration of \$10.00 now paid by the Chargee to the Chargor, the receipt and adequacy of which are acknowledged, the Chargor hereby assigns, transfers and sets over to and in favour of the Chargee, all the right, title and interest of the Chargor in and to the full benefit of

- (a) the Rents, and
- (b) the Leases, including the benefit of all tenants' covenants and obligations (other than covenants or obligations to pay Rents) contained in any Leases, or in any agreement collateral to them, and including the benefit of any right, option or obligation of any tenant or other Person to renew or extend any Lease, or to lease other space, and any other collateral advantage or benefit to be derived from the Leases or any of them,

and each and every one of them (all of which are hereinafter collectively referred to as the "Assigned Lease Rights"), to have and to hold and to receive them unto the Chargee with full power and authority to demand, collect,

sue for, recover, receive and give receipts for Rents and to enforce payment of the Assigned Lease Rights in accordance with and subject to the terms of this Charge.

(2) Further Assurances. The Chargor covenants and agrees to provide to the Chargee full and complete copies of all Leases which have not previously been provided to the Chargor forthwith upon execution thereof by the Chargor and the tenant thereunder. The Chargor further covenants and agrees to execute and deliver, within five (5) days of written demand by the Chargee from time to time, a specific assignment of each and every Lease in such form as the Chargee may require.

(3) Performance by the Chargee. Nothing contained in this Charge shall obligate the Chargee to assume or to perform any obligation of the Chargor to any tenant or other Person in respect or arising out of the Assigned Lease Rights or any of them. The Chargee may, however, only after Default, at its option, assume or perform any of such obligations as the Chargee considers necessary or desirable to obtain the benefit of the Assigned Lease Rights free from any right of set-off, deduction or abatement and any money expended by the Chargee in this regard shall form part of the Indebtedness and shall bear interest at the Interest Rate.

(4) Re-Assignment at the Chargee's Option. The Chargee may, at any time and whether or not Default has occurred, without further request or agreement by the Chargor, re-assign to the Chargor, its successors and assigns, any and all of the Assigned Lease Rights, by an instrument of re-assignment in writing executed by the Chargee delivered to the Chargor at its address for notices under this Charge. Such instrument upon delivery shall constitute a good and sufficient re-assignment of all of the Chargee's right, title and interest in and benefit of the Assigned Lease Rights to which it pertains and a release and termination of obligations (if any) of the Chargee with respect to it. The Chargee shall not by such re-assignment give any express or implied representation or warranty to the Chargor as to the Assigned Lease Rights or anything related to it.

(5) Re-Assignment upon Discharge of Charge. A discharge of this Charge shall operate as a re-assignment to the Chargor, its successors and assigns, of the Assigned Lease Rights.

(6) Security. The assignment of the Assigned Lease Rights provided for in this Section is to be held by the Chargee as general and continuing collateral security for the due payment and performance of the Indebtedness (up to the Principal Amount), together with interest at the Interest Rate and all other amounts payable under this Charge.

(7) Until Default. Until Default, the Chargor shall be entitled to receive all Rents and all other benefits under the Leases and to exercise its Rights with respect to the Leases and shall not be liable to account therefor to the Chargee, but nothing shall permit or authorize the Chargor to collect or receive the Rents contrary to the covenants contained in this Charge.

(8) Default. Upon Default, the Chargee shall have, in addition to any other remedy provided for in this Charge, the following rights and remedies:

- (a) to enter upon the Property or any part or parts of it for the purpose of collecting the Rents and managing, operating and maintaining its interest in the Property; and
- (b) to generally perform all such acts including the payment of any expenses in connection with the operation and maintenance of the Property and the cancellation, surrender or renewal of existing Leases, the assignment or variation of existing Leases and making concessions to tenants and other Persons and any acts by way of endorsement of the covenants and exercise of the rights contained in the Leases or otherwise, as may in the reasonable opinion of the Chargee be necessary or desirable for the proper operation and maintenance of the Property, which acts may be performed in the name of the Chargor or in the name of the Chargee.

(9) Rents. Upon Default, the Chargee may (but shall not be obligated to) collect the Rents, receive the other benefits under the Leases or manage the Property, or any combination thereof.

(10) Notification. Upon Default, the Chargee may at any time or from time to time, with respect to any and all Assigned Lease Rights, give to the tenant or other Person from whom the Chargor would have been entitled to receive or claim any benefit under the Assigned Lease Rights in question express notice in writing of this Charge, and thereafter the Chargee shall be entitled to the benefit of section 53(1) of the *Conveyancing and Law of Property Act* (Ontario). Without limiting the foregoing, the Chargee may, after giving such notice, deal with the party or parties to whom it delivered such notice in respect of the Assigned Lease Rights without reference to or consent of the Chargor, as if the Chargee were the absolute owner of the Assigned Lease Rights. The Chargor agrees that any such party or parties may rely upon any notice given by the Chargee or on its behalf pursuant to this Section. The Chargor waives as against any such party or parties any claims it might otherwise have by reason of such party or parties acting on such notice.

(11) Collection Proceedings. Upon Default, the Chargee may (but shall not be obligated to) take in the name of the Chargor from time to time any proceeding that, in the opinion of the Chargee or its counsel, is expedient for the purpose of collecting Rents or for securing the payment of Rents or for enforcing any of the Chargor's rights under the Leases, and to demand and receive Rents and give acquittances or receipts for Rents. Upon Default, the Chargee may (but shall not be obligated to) compound, compromise or submit to arbitration any dispute that has arisen or may arise under the Leases or any of them, including disputes with respect to the amount of Rents or the rights of the parties under any Lease and any settlement arrived at shall be binding upon the Chargor.

(12) Forbearance. If the Chargee elects to invoke any of its rights under this Section and thereafter, for any reason relinquishes to the Chargor such rights, the provisions of this Section shall in no respect be terminated, but instead shall remain in full force and effect until the Indebtedness have been fully paid and performed, it being the

intent of the parties that the Chargee shall, from time to time upon the occurrence of any Default under this Charge, have all the rights granted by this Section.

(13) Limitation of the Chargee's Obligations. The Chargee's obligations as to any Rents or other amounts actually collected shall be discharged by application of such Rents or other amounts against the Indebtedness and for any of the other purposes described in this Charge. The Chargee shall not be liable for uncollected Rents or other amounts. The Chargee shall not be liable to any tenant or other Person for the return of any security deposit made under any Lease unless the Chargee shall have received such security deposit. The Chargee shall not by reason of this Section or the exercise of any right granted under this Section be responsible for any act committed by the Chargor, or any breach or failure to perform by the Chargor with respect to any of the Assigned Lease Rights. Nothing contained in this Section shall be deemed to have the effect of making the Chargee a mortgagee in possession of the Property or any part of the Property.

(14) Receipts by the Chargee. The Chargor agrees that all receipts given by the Chargee to any tenant or other Person under the Leases on account of any Rents paid to the Chargee in accordance with the terms of this Section shall constitute a good and valid discharge of such rents to each such tenant or other Person.

40. Successors and Assigns

This Charge may be assigned by the Chargee at any time without prior notice to or consent of the Chargor. The Chargor shall not assign any of its rights and obligations under this Charge. This Charge shall enure to the benefit of and be binding on the Chargor and the Chargee and their respective successors and permitted assigns.

THIS IS EXHIBIT "N"

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:
Daniel Kieker
86A9A842811D42A...

A Commissioner for Taking Affidavits

RUN NUMBER : 280
RUN DATE : 2021/10/07
ID : 20211007081358.96

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

REPORT : PSSR060
PAGE : 1
(10962)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2738283 ONTARIO INC.

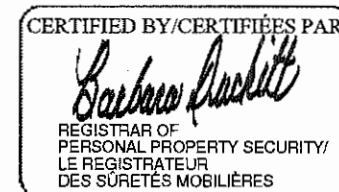
FILE CURRENCY : 06OCT 2021

ENQUIRY NUMBER 20211007081358.96 CONTAINS 14 PAGE(S), 2 FAMILY(IES).

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

FASKEN MARTINEAU DUMOULIN LLP (A. SIMON) - BANKING CLERKS
BAY ADELAIDE CENTRE, BOX 20
TORONTO ON M5H 2T6

CONTINUED... 2



(crj5 06/2019)



RUN NUMBER : 280
RUN DATE : 2021/10/07
ID : 20211007081358.96

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

REPORT : PSSR060
PAGE : 2
(10963)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738283 ONTARIO INC.
FILE CURRENCY : 06OCT 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
761779044

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 003 20200507 1542 1862 3813 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 2738283 ONTARIO INC.
04 ADDRESS 5510 AMBLER DRIVE, SUITE # 2 MISSISSAUGA ON L4W 2V1
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME 2738284 ONTARIO INC.
07 ADDRESS 5510 AMBLER DRIVE, SUITE # 2 MISSISSAUGA ON L4W 2V1
ONTARIO CORPORATION NO.

08 SECURED PARTY / FIRST GIVEN NAME INITIAL SURNAME
LIEN CLAIMANT 2252841 ONTARIO INC.
09 ADDRESS 550 BAYFIELD STREET BARRIE ON L4M 5A2

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING (TO BE PICKED UP) SOLUTIONS CORPORATE LAW CLERK SERVICES INC.
AGENT ADDRESS 67 YONGE STREET, SUITE 701 TORONTO ON M5E 1J8

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

CONTINUED... 3

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

(crj1fu 06/2019)

RUN NUMBER : 280
RUN DATE : 2021/10/07
ID : 20211007081358.96

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

REPORT : PSSR060
PAGE : 3
(10964)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738283 ONTARIO INC.
FILE CURRENCY : 06OCT 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
761779044

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	003		20200507 1542 1862 3813		

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

DEBTOR NAME BUSINESS NAME 2738285 ONTARIO INC.

ADDRESS 5510 AMBLER DRIVE, SUITE # 2 MISSISSAUGA ON L4W 2V1

ONTARIO CORPORATION NO.

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

DEBTOR NAME BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT 2252842 ONTARIO INC.

ADDRESS 550 BAYFIELD STREET BARRIE ON L4M 5A2

COLLATERAL CLASSIFICATION

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

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

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT

ADDRESS

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

CONTINUED...

4

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

(c)jfu 06/2019)

RUN NUMBER : 280
RUN DATE : 2021/10/07
ID : 20211007081358.96

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

REPORT : PSSR060
PAGE : 4
(10965)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738283 ONTARIO INC.
FILE CURRENCY : 06OCT 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
761779044

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 003 20200507 1542 1862 3813

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

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

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / 2217467 ONTARIO INC.
LIEN CLAIMANT

09 ADDRESS 550 BAYFIELD STREET BARRIE ON L4M 5A2

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

5

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

(crj1fu 06/2019)

RUN NUMBER : 280
RUN DATE : 2021/10/07
ID : 20211007081358.96

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

REPORT : PSSR060
PAGE : 5
(10966)

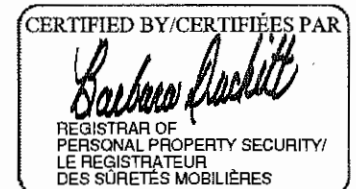
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738283 ONTARIO INC.
FILE CURRENCY : 06OCT 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
		SCHEDULE NUMBER UNDER
01	01	003 20211006 1452 1590 8861 P PPSA
21	RECORD FILE NUMBER	761779044
	REFERENCED	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED
		X
23	REFERENCE	FIRST GIVEN NAME INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME 2738283 ONTARIO INC.
25	OTHER CHANGE	
26	REASON/	AMENDED TO REFERENCE THAT THE SECURED PARTY HAS CHANGED ITS NAME
27	DESCRIPTION	FROM "2217467 ONTARIO INC." TO "PS HOLDINGS 1 LLC" AND FROM "2252841
28		ONTARIO INC." TO "PS HOLDINGS 2 LLC" AND FROM "2252842 ONTARIO INC."
02/	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME
05	DEBTOR/	
03/	TRANSFeree	BUSINESS NAME
06		
04/07	ADDRESS	ONTARIO CORPORATION NO.
29	ASSIGNOR	
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	
09	ADDRESS	PS HOLDINGS 1 LLC
		550 BAYFIELD STREET BARRIE ON L4M 5A2
	COLLATERAL CLASSIFICATION	
	CONSUMER	MOTOR VEHICLE
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	DATE OF NO FIXED
		INCLUDED AMOUNT MATURITY OR MATURITY DATE
10		
11	MOTOR	YEAR MAKE MODEL V.I.N.
12	VEHICLE	
13	GENERAL	
14	COLLATERAL	
15	DESCRIPTION	
16	REGISTERING AGENT OR	FASKEN MARTINEAU DUMOULIN LLP (A. FAERBERBOECK / 267904.00001)
17	SECURED PARTY/	ADDRESS 2400-333 BAY STREET BOX 20 TORONTO ON M5H 2T6
	LIEN CLAIMANT	

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

CONTINUED... 6



(cr)2fu 06/2019

RUN NUMBER : 280
RUN DATE : 2021/10/07
ID : 20211007081358.96

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

REPORT : PSSR060
PAGE : 6
(10967)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738283 ONTARIO INC.
FILE CURRENCY : 06OCT 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED PAGES SCHEDULE NUMBER UNDER	20211006 1452 1590 8861 P	PPSA
01	02	003		
21	RECORD FILE NUMBER	761779044		
	REFERENCED			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL CORRECT
22		X	A AMENDMENT	YEARS PERIOD
		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2738284 ONTARIO INC.	
	OTHER CHANGE			
25	REASON/ DESCRIPTION	TO "PS HOLDINGS 3 LLC".		
26				
27				
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/ TRANSFEREE	BUSINESS NAME		
03/				ONTARIO CORPORATION NO.
06				
04/07	ADDRESS			
29	ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		PS HOLDINGS 3 LLC		
09	ADDRESS	550 BAYFIELD STREET	BARRIE	ON L4M 5A2
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
10				
	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS		

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

CONTINUED...

7

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

(crj2fu 06/2019)

Ontario 

RUN NUMBER : 280
RUN DATE : 2021/10/07
ID : 20211007081358.96

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

REPORT : PSSR060
PAGE : 7
(10968)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738283 ONTARIO INC.
FILE CURRENCY : 06OCT 2021

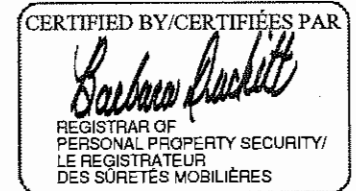
FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED		
		PAGES SCHEDULE	NUMBR	UNDER
01	03	003	20211006 1452 1590 8861	P PPSA
21	RECORD FILE NUMBER	761779044		
	REFERENCED			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL
		X	A AMENDMENT	YEARS
				CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2738285 ONTARIO INC.	
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFEREE	BUSINESS NAME		
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			
29	ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		PS HOLDINGS 3 LLC		
09	ADDRESS	550 BAYFIELD STREET	BARRIE	ON L4M 5A2
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
10				
11	MOTOR	YEAR MAKE	MODEL	V.I.N.
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR			
17	SECURED PARTY/	ADDRESS		
	LIEN CLAIMANT			

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

CONTINUED...

8



(crj2fu 06/2019)

RUN NUMBER : 280
RUN DATE : 2021/10/07
ID : 20211007081358.96

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

REPORT : PSSR060
PAGE : 8
(10969)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738283 ONTARIO INC.
FILE CURRENCY : 06OCT 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
760723911

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	003		20200309 0835 1862 0101	P PPSA	5

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		2738283 ONTARIO INC.				
		ADDRESS	5510 AMBLER DRIVE, SUITE # 2		MISSISSAUGA	ON L4W 2V1
DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		2738284 ONTARIO INC.				
		ADDRESS	5510 AMBLER DRIVE, SUITE # 2		MISSISSAUGA	ON L4W 2V1
SECURED PARTY / LIEN CLAIMANT			2252841 ONTARIO INC.			
		ADDRESS	550 BAYFIELD STREET		BARRIE	ON L4M 5A2

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT (TO BE PICKED UP) SOLUTIONS CORPORATE LAW CLERK SERVICES INC.
ADDRESS 67 YONGE STREET, SUITE 701 TORONTO ON M5E 1J8

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

CONTINUED... 9

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

(crj1fu 08/2019)

RUN NUMBER : 280
RUN DATE : 2021/10/07
ID : 20211007081358.96

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

REPORT : PSSR060
PAGE : 9
(10970)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738283 ONTARIO INC.
FILE CURRENCY : 06OCT 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
760723911

01 CAUTION FILING PAGE NO. OF PAGES TOTAL MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
002 003 20200309 0835 1862 0101

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 2738285 ONTARIO INC. ONTARIO CORPORATION NO.
04 ADDRESS 5510 AMBLER DRIVE, SUITE # 2 MISSISSAUGA ON L4W 2V1

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

08 SECURED PARTY / 2252842 ONTARIO INC.
09 LIEN CLAIMANT ADDRESS 550 BAYFIELD STREET BARRIE ON L4M 5A2

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fu 06/2019)



RUN NUMBER : 280
RUN DATE : 2021/10/07
ID : 20211007081358.96

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

REPORT : PSSR060
PAGE : 10
(10971)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738283 ONTARIO INC.
FILE CURRENCY : 06OCT 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
760723911

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 003 20200309 0835 1862 0101

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / 2217467 ONTARIO INC.
LIEN CLAIMANT

09 ADDRESS 550 BAYFIELD STREET BARRIE ON L4M 5A2

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

11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
AGENT

17 ADDRESS

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

CONTINUED...

11

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

(crj1fu 06/2019)

RUN NUMBER : 280
RUN DATE : 2021/10/07
ID : 20211007081358.96

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

REPORT : PSSR060
PAGE : 11
(10972)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738283 ONTARIO INC.
FILE CURRENCY : 06OCT 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED		
		PAGES SCHEDULE NUMBER UNDER		
01	01	003	20211006 1452 1590 8860	P PPSA
21	RECORD REFERENCED	FILE NUMBER 760723911		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL CORRECT
		X	A AMENDMENT	YEARS PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME 2738283 ONTARIO INC.		
25	OTHER CHANGE			
26	REASON/ DESCRIPTION	AMENDED TO REFERENCE THAT THE SECURED PARTY HAS CHANGED ITS NAME FROM "2217467 ONTARIO INC." TO "PS HOLDINGS 1 LLC" AND FROM "2252841 ONTARIO INC." TO "PS HOLDINGS 2 LLC" AND FROM "2252842 ONTARIO INC."		
02/ 05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
03/ 06		BUSINESS NAME		
04/07	ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	PS HOLDINGS 1 LLC		
09	ADDRESS	550 BAYFIELD STREET	BARRIE	ON L4M 5A2
10	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V. I. N.
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	FASKEN MARTINEAU DUMOULIN LLP (A. FAERBERBOECK / 267904.00001)		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS 2400-333 BAY STREET BOX 20	TORONTO	ON M5H 2T6

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

CONTINUED... 12

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

(crj2tu 06/2019)

Ontario 

RUN NUMBER : 280
 RUN DATE : 2021/10/07
 ID : 20211007081358.96

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

REPORT : PSSR060
 PAGE : 12
 (10973)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2738283 ONTARIO INC.
 FILE CURRENCY : 06OCT 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED			
		PAGES	SCHEDULE	NUMBER	UNDER
01	02	003		20211006 1452 1590 8860	P PFSA
21	RECORD REFERENCED	FILE NUMBER	760723911		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	A AMENDMENT		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2738284 ONTARIO INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	TO "PS HOLDINGS 3 LLC".			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
03/					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		PS HOLDINGS 2 LLC			
09	ADDRESS	550 BAYFIELD STREET	BARRIE	ON	L4M 5A2
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10	YEAR	MAKE	MODEL	V. I. N.	
11	MOTOR VEHICLE				
12	GENERAL				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR				
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			
17					

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

CONTINUED... 13

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

(orj2fu 06/2019)



RUN NUMBER : 280
RUN DATE : 2021/10/07
ID : 20211007001358.96

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

REPORT : PSSR060
PAGE : 13
(10974)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738283 ONTARIO INC.
FILE CURRENCY : 06OCT 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CATION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED	SCHEDULE		NUMBER	UNDER
01	03	003	20211006	1452 1590 8860	P	PPSA
21	RECORD REFERENCED	FILE NUMBER	760723911			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD	
		X	A AMENDMENT			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2738285 ONTARIO INC.			
25	OTHER CHANGE REASON/ DESCRIPTION					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR/ TRANSFEREE	BUSINESS NAME				
03/						
06						
04/07	ADDRESS					ONTARIO CORPORATION NO.
29	ASSIGNOR					
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
09	ADDRESS	PS HOLDINGS 3 LLC				
	550 BAYFIELD STREET		BARRIE		ON	L4M 5A2
	COLLATERAL CLASSIFICATION					
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED		
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MAJORITY OR	MATURITY DATE	
10						
11	MOTOR VEHICLE GENERAL	YEAR MAKE	MODEL	V.I.N.		
12						
13						
14	COLLATERAL DESCRIPTION					
15						
16	REGISTERING AGENT OR					
17	SECURED PARTY/LIEN CLAIMANT	ADDRESS				

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

CONTINUED... 14

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

(crj2fu 06/2019)

RUN NUMBER : 280
RUN DATE : 2021/10/07
ID : 20211007081358.96

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

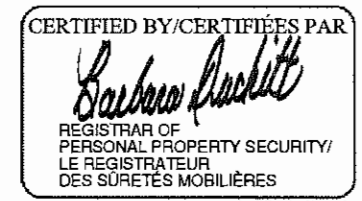
REPORT : PSSR060
PAGE : 14
(10975)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738283 ONTARIO INC.
FILE CURRENCY : 06OCT 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
761779044	20200507 1542 1862 3813	20211006 1452 1590 8861		
760723911	20200309 0835 1862 0101	20211006 1452 1590 8860		

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



(crj5 06/2019)

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125922.87

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

REPORT : PSSR060
PAGE : 1
(7376)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2738284 ONTARIO INC.

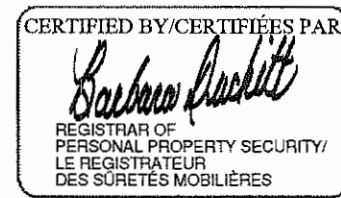
FILE CURRENCY : 05OCT 2021

ENQUIRY NUMBER 20211006125922.87 CONTAINS 14 PAGE(S), 2 FAMILY(IES).

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

FASKEN MARTINEAU DUMOULIN LLP (A. SIMON) - BANKING CLERKS
BAY ADELAIDE CENTRE, BOX 20
TORONTO ON M5H 2T6

CONTINUED... 2



(cert) 06/2019

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125922.87

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

REPORT : PSSR060
PAGE : 2
(7377)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738284 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
761779044

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 003 20200507 1542 1862 3813 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 2738283 ONTARIO INC.
04 ADDRESS 5510 AMBLER DRIVE, SUITE # 2 MISSISSAUGA ON L4W 2V1
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME 2738284 ONTARIO INC.
07 ADDRESS 5510 AMBLER DRIVE, SUITE # 2 MISSISSAUGA ON L4W 2V1
ONTARIO CORPORATION NO.

08 SECURED PARTY / FIRST GIVEN NAME INITIAL SURNAME 2252841 ONTARIO INC.
09 LIEN CLAIMANT ADDRESS 550 BAYFIELD STREET BARRIE ON L4M 5A2

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING (TO BE PICKED UP) SOLUTIONS CORPORATE LAW CLERK SERVICES INC.
17 AGENT ADDRESS 67 YONGE STREET, SUITE 701 TORONTO ON M5E 1J8

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

CONTINUED... 3

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

(crjfu 06/2019)



RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125922.87

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

REPORT : PSSR060
PAGE : 3
(7378)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738284 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
761779044

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	003		20200507 1542 1862 3813		

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

02 DEBTOR NAME
03 BUSINESS NAME 2738285 ONTARIO INC.

04 ADDRESS 5510 AMBLER DRIVE, SUITE # 2 MISSISSAUGA ONTARIO CORPORATION NO. ON L4W 2V1

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

05 DEBTOR NAME
06 BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT 2252842 ONTARIO INC.

09 ADDRESS 550 BAYFIELD STREET BARRIE ON L4M 5A2

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

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

11 MOTOR VEHICLE
12 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED...

4

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

(crj1fu 08/2019)



RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125922.87

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

REPORT : PSSR060
PAGE : 4
(7379)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738284 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
761779044

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 003 20200507 1542 1862 3813

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

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

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / 2217467 ONTARIO INC.
09 LIEN CLAIMANT

09 ADDRESS 550 BAYFIELD STREET BARRIE ON L4M 5A2

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

5

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

(crj1fu 06/2019)

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125922.87

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

REPORT : PSSR060
PAGE : 5
(7380)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738284 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CADASTRAL FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	003		20211006 1452 1590 8861	P PPSA
21	RECORD REFERENCED	FILE NUMBER	761779044		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	X	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	CORRECT PERIOD
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2738283 ONTARIO INC.		
25	OTHER CHANGE REASON/ DESCRIPTION	AMENDED TO REFERENCE THAT THE SECURED PARTY HAS CHANGED ITS NAME FROM "2217467 ONTARIO INC." TO "PS HOLDINGS 1 LLC" AND FROM "2252841 ONTARIO INC." TO "PS HOLDINGS 2 LLC" AND FROM "2252842 ONTARIO INC."			
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEREE	BUSINESS NAME			
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		PS HOLDINGS 1 LLC			
09	ADDRESS	550 BAYFIELD STREET BARRIE ON L4M 5A2			
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO FIXED OR MATURITY DATE
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR MAKE	MODEL	V.I.N.	
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	FASKEN MARTINEAU DUMOULIN LLP (A. FAERBERBOECK / 267904.00001) 2400-333 BAY STREET BOX 20 TORONTO ON M5H 2T6		

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

CONTINUED... 6

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

(crj2fu 06/2019)

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125922.87

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

REPORT : PSSR060
PAGE : 6
(7381)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738284 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

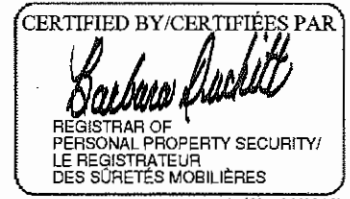
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAPTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER
01	02	003		20211006 1452 1590 8861	P PPSA
21	RECORD FILE NUMBER	761779044			
	REFERENCED			RENEWAL YEARS	CORRECT PERIOD
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED		
		X	A AMENDMENT		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2738284 ONTARIO INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	TO "PS HOLDINGS 3 LLC".			
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08		PS HOLDINGS 2 LLC			
09	ADDRESS	550 BAYFIELD STREET	BARRIE	ON	L4M 5A2
	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10					
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

7



(cr)2fu 06/2019

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125922.87

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

REPORT : PSSR060
PAGE : 7
(7382)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738284 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

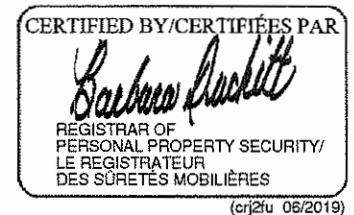
FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CRITION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	03	003		20211006 1452 1590 8861	P PPSA
21	RECORD REFERENCED	FILE NUMBER	761779044		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
		X			
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24		2738285 ONTARIO INC.			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/		BUSINESS NAME			
04/07		ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08		PS HOLDINGS 3 LLC			
09	ADDRESS	550 BAYFIELD STREET	BARRIE	ON	L4M 5A2
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO FIXED OR MATURITY DATE
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR MAKE	MODEL	V.I.N.	
12					
13					
14					
15					
16	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS			
17					

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

CONTINUED...

8



RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125922.87

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

REPORT : PSSR060
PAGE : 8
(7383)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738284 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
760723911

CAUTION PILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	003		20200309 0835 1862 0101	P PPSA	5

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

02 DEBTOR NAME BUSINESS NAME 2738283 ONTARIO INC.

04 ADDRESS 5510 AMBLER DRIVE, SUITE # 2 MISSISSAUGA ONTARIO CORPORATION NO. ON L4W 2V1

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

05 DEBTOR NAME BUSINESS NAME 2738284 ONTARIO INC.

07 ADDRESS 5510 AMBLER DRIVE, SUITE # 2 MISSISSAUGA ONTARIO CORPORATION NO. ON L4W 2V1

08 SECURED PARTY / LIEN CLAIMANT 2252841 ONTARIO INC.

09 ADDRESS 550 BAYFIELD STREET BARRIE ON L4M 5A2

COLLATERAL CLASSIFICATION

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

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

11 MOTOR VEHICLE

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT (TO BE PICKED UP) SOLUTIONS CORPORATE LAW CLERK SERVICES INC.

17 ADDRESS 67 YONGE STREET, SUITE 701 TORONTO ON M5E 1J8

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

CONTINUED... 9

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

(crjfu 06/2019)



RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125922.87

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

REPORT : PSSR060
PAGE : 9
(7384)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738284 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
760723911

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	003		20200309 0835 1862 0101		

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

02 DEBTOR NAME BUSINESS NAME 2738285 ONTARIO INC.

03 ADDRESS 5510 AMBLER DRIVE, SUITE # 2 MISSISSAUGA ONTARIO CORPORATION NO. ON L4W 2V1

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

05 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

06 ADDRESS

07 SECURED PARTY / LIEN CLAIMANT 2252842 ONTARIO INC.

08 ADDRESS 550 BAYFIELD STREET BARRIE ON L4M 5A2

COLLATERAL CLASSIFICATION

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

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

11 MOTOR VEHICLE

12 GENERAL COLLATERAL DESCRIPTION

13 REGISTERING AGENT

14 ADDRESS

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

CONTINUED... 10

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

(crj1fu 06/2019)

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125922.87

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

REPORT : PSSR060
PAGE : 10
(7385)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738284 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
760723911

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 003 20200309 0835 1862 0101

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / 2217467 ONTARIO INC.
LIEN CLAIMANT

09 ADDRESS

550 BAYFIELD STREET

BARRIE

ON

L4M 5A2

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

17 AGENT

ADDRESS

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

CONTINUED...

11

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fu 06/2019)

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125922.87

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

REPORT : PSSR060
PAGE : 11
(7386)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738284 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CADYION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	003		20211006 1452 1590 8860	P PPSA
21 RECORD REFERENCED	FILE NUMBER	760723911			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23 REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME	
24 DEBTOR/ TRANSFEROR	BUSINESS NAME	2738283 ONTARIO INC.			
25 OTHER CHANGE REASON/ DESCRIPTION	AMENDED TO REFERENCE THAT THE SECURED PARTY HAS CHANGED ITS NAME FROM "2217467 ONTARIO INC." TO "PS HOLDINGS 1 LLC" AND FROM "2252841 ONTARIO INC." TO "PS HOLDINGS 2 LLC" AND FROM "2252842 ONTARIO INC."				
02/ 05 DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
03/ 06 TRANSFEREE	BUSINESS NAME				
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29 ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08		PS HOLDINGS 1 LLC			
09	ADDRESS	550 BAYFIELD STREET	BARRIE	ON	L4M 5A2
10	COLLATERAL CLASSIFICATION				
	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY	NO. FIXED	OR MATURITY DATE
11	YEAR	MAKE	MODEL	V.I.N.	
12	MOTOR VEHICLE GENERAL DESCRIPTION				
13	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT				
16	ADDRESS	FASKEN MARTINEAU DUMOULIN LLP (A. FAERBERBOECK / 267904.00001)			
17	ADDRESS	2400-333 BAY STREET BOX 20	TORONTO	ON	M5H 2T6

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

CONTINUED... 12

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

(cr)2fu 06/2019

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125922.87

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

REPORT : PSSR060
PAGE : 12
(7387)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738284 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01	02	003		20211006 1452 1590 8860	P	PPSA			
21	RECORD REFERENCED	FILE NUMBER	760723911						
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD				
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME					
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2738284 ONTARIO INC.						
25	OTHER CHANGE REASON/ DESCRIPTION	TO "PS HOLDINGS 3 LLC".							
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
03/06	TRANSFEE	BUSINESS NAME							ONTARIO CORPORATION NO.
04/07	ADDRESS								
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
08		PS HOLDINGS 3 LLC							
09	ADDRESS	550 BAYFIELD STREET		BARRIE	ON	L4M 5A2			
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	DATE OF MATURITY	NO FIXED OR MATURITY DATE				
11	MOTOR VEHICLE GENERAL	YEAR MAKE	MODEL	V.I.N.					
12	VEHICLE DESCRIPTION								
13	GENERAL DESCRIPTION								
14	COLLATERAL DESCRIPTION								
15	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS							

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

CONTINUED...

13

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

(cr)2fu 06/2019)

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125922.87

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

REPORT : PSSR060
PAGE : 13
(7388)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738284 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	03	003		20211006 1452 1590 8860	P PPSA
21	RECORD REFERENCED	FILE NUMBER	760723911		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
22		X			
23	REFERENCE	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	2738285 ONTARIO INC.			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/		BUSINESS NAME			
04/07		ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09		ADDRESS	550 BAYFIELD STREET	BARRIE	ON L4M 5A2
10	COLLATERAL CLASSIFICATION				
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V-I-N
12	GENERAL				
13	COLLATERAL DESCRIPTION				
14	REGISTERING AGENT OR				
15	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

CONTINUED... 14

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

(cr)2tu 06/2019

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125922.87

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

REPORT : PSSR060
PAGE : 14
(7389)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738284 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
761779044	20200507 1542 1862 3813	20211006 1452 1590 8861		
760723911	20200309 0835 1862 0101	20211006 1452 1590 8860		

4 REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

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

(crf5 06/2019)

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125953.08

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

REPORT : PSSR060
PAGE : 1
(7390)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2738285 ONTARIO INC.

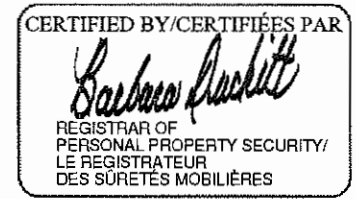
FILE CURRENCY : 05OCT 2021

ENQUIRY NUMBER 20211006125953.08 CONTAINS 14 PAGE(S), 2 FAMILY(IES).

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

FASKEN MARTINEAU DUMOULIN LLP (A. SIMON) - BANKING CLERKS

BAY ADELAIDE CENTRE, BOX 20
TORONTO ON M5H 2T6



(crj5 06/2019)

CONTINUED... 2

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125953.08

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

REPORT : PSSR060
PAGE : 2
(7391)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738285 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
761779044

00
01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 003 20200507 1542 1862 3813 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 2738283 ONTARIO INC.

04 ADDRESS 5510 AMBLER DRIVE, SUITE # 2 MISSISSAUGA ONTARIO CORPORATION NO.
ON L4W 2V1

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME 2738284 ONTARIO INC.

07 ADDRESS 5510 AMBLER DRIVE, SUITE # 2 MISSISSAUGA ONTARIO CORPORATION NO.
ON L4W 2V1

08 SECURED PARTY / LIEN CLAIMANT 2252841 ONTARIO INC.

09 ADDRESS 550 BAYFIELD STREET BARRIE ON L4M 5A2

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING (TO BE PICKED UP) SOLUTIONS CORPORATE LAW CLERK SERVICES INC.
AGENT

17 ADDRESS 67 YONGE STREET, SUITE 701 TORONTO ON M5E 1J8

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

CONTINUED... 3

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

(ej1fu 06/2019)

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125953.08

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

REPORT : PSSR060
PAGE : 3
(7392)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738285 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
761779044

00

CADTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO.	OF	SCHEDULE	NUMBER	UNDER	PERIOD
	002	003		20200507 1542 1862 3813		

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR

03

NAME

BUSINESS NAME

2738285 ONTARIO INC.

ONTARIO CORPORATION NO.

04

ADDRESS

5510 AMBLER DRIVE, SUITE # 2

MISSISSAUGA

ON

L4W 2V1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /
LIEN CLAIMANT

2252842 ONTARIO INC.

09

ADDRESS

550 BAYFIELD STREET

BARRIE

ON

L4M 5A2

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

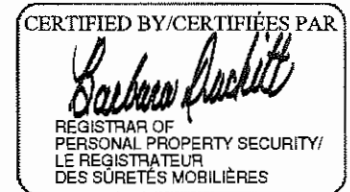
AGENT

ADDRESS

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

CONTINUED...

4



(orj)fu 08/2019)



RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125953.08

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

REPORT : PSSR060
PAGE : 4
(7393)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738285 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR ITEM

00 FILE NUMBER
761779044

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 003 20200507 1542 1862 3813

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / 2217467 ONTARIO INC.
ITEM CLAIMANT

09 ADDRESS 550 BAYFIELD STREET BARRIE ON L4M 5A2

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

17 AGENT

ADDRESS

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

CONTINUED...

5

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

(crj1fu 06/2019)

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125953.08

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

REPORT : PSSR060
PAGE : 5
(7394)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738285 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	003		20211006 1452 1590 8861 P	PPSA
01	RECORD REFERENCED	FILE NUMBER	761779044		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2738283 ONTARIO INC.		
25	OTHER CHANGE	AMENDED TO REFERENCE THAT THE SECURED PARTY HAS CHANGED ITS NAME			
26	REASON/ DESCRIPTION	FROM "2217467 ONTARIO INC." TO "PS HOLDINGS 1 LLC" AND FROM "2252841 ONTARIO INC." TO "PS HOLDINGS 2 LLC" AND FROM "2252842 ONTARIO INC."			
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEE	BUSINESS NAME	ONTARIO CORPORATION NO.		
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNER			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNER	PS HOLDINGS 1 LLC			
09	ADDRESS	550 BAYFIELD STREET	BARRIE	ON	L4M 5A2
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO FIXED MATURITY DATE
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR MAKE	MODEL	V. I. N.	
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	FASKEN MARTINEAU DUMOULIN LLP (A. FAERBERBOECK / 267904.00001) 2400-333 BAY STREET BOX 20 TORONTO ON M5H 2T6		

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

CONTINUED... 6

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

(crj2fu 06/2019)

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125953.08

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

REPORT : PSSR060
PAGE : 6
(7395)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738285 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 7C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
		SCHEDULE NUMBER UNDER
01	02	003 20211006 1452 1590 8861 P PPSA
21	RECORD FILE NUMBER	761779044
	REFERENCED	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED
		X
23	REFERENCE	FIRST GIVEN NAME INITIAL SURNAME
24	DEBTOR/ TRANSFEROR BUSINESS NAME	2738284 ONTARIO INC.
25	OTHER CHANGE	
26	REASON/ DESCRIPTION	TO "PS HOLDINGS 3 LLC".
27		
28		
02/	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME
05	DEBTOR/ TRANSFEREE BUSINESS NAME	
03/		
06		ONTARIO CORPORATION NO.
04/07	ADDRESS	
29	ASSIGNOR	
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	
08		PS HOLDINGS 2 LLC
09	ADDRESS	550 BAYFIELD STREET BARRIE ON L4M 5A2
	COLLATERAL CLASSIFICATION	
	CONSUMER	MOTOR VEHICLE
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	DATE OF NO. FIXED AMOUNT MATURITY OR MATURITY DATE
10		
11	MOTOR YEAR MAKE	MODEL V.I.N.
12	VEHICLE	
13	GENERAL	
14	COLLATERAL	
15	DESCRIPTION	
16	REGISTERING AGENT OR	
17	SECURED PARTY/ LIEN CLAIMANT ADDRESS	

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

CONTINUED...

7

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

(crj2fu 06/2019)

Ontario 

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125953.08

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

REPORT : PSSR060
PAGE : 7
(7396)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738285 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED PAGES SCHEDULE NUMBER UNDER	20211006 1452 1590 8861 P	PPSA	
01	03	003			
21	RECORD FILE NUMBER	761779044			
	REFERENCED				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL	CORRECT
		X	A AMENDMENT	YEARS	PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2738285 ONTARIO INC.		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08		PS HOLDINGS 3 LLC			
09	ADDRESS	550 BAYFIELD STREET	BARRIE	ON	L4M 5A2
	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10					
11	MOTOR	YEAR MAKE	MODEL	V. I. N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

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

CONTINUED...

8

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

(crj2fu 06/2019)

Ontario 

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125953.08

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

REPORT : PSSR060
PAGE : 8
(7397)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738285 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
760723911

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	003		20200309 0835 1862 0101	P PPSA	5

02 DEBTOR NAME
03 BUSINESS NAME
04 ADDRESS
05 DATE OF BIRTH
06 FIRST GIVEN NAME
07 INITIAL
08 SURNAME

02 DEBTOR NAME
03 BUSINESS NAME 2738283 ONTARIO INC.
04 ADDRESS 5510 AMBLER DRIVE, SUITE # 2 MISSISSAUGA ON L4W 2V1
05 DATE OF BIRTH
06 FIRST GIVEN NAME
07 INITIAL
08 SURNAME

05 DEBTOR NAME
06 BUSINESS NAME 2738284 ONTARIO INC.
07 ADDRESS 5510 AMBLER DRIVE, SUITE # 2 MISSISSAUGA ON L4W 2V1
08 DATE OF BIRTH
09 FIRST GIVEN NAME
10 INITIAL
11 SURNAME

08 SECURED PARTY / LIEN CLAIMANT 2252841 ONTARIO INC.
09 ADDRESS 550 BAYFIELD STREET BARRIE ON L4M 5A2

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

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

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT (TO BE PICKED UP) SOLUTIONS CORPORATE LAW CLERK SERVICES INC.
17 ADDRESS 67 YONGE STREET, SUITE 701 TORONTO ON M5E 1J8

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

CONTINUED... 9

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

(crjfu 06/2019)

Ontario 

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125953.08

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

REPORT : PSSR060
PAGE : 9
(7398)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738285 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
760723911

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 003 20200309 0835 1862 0101

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 2738285 ONTARIO INC.

04 ADDRESS 5510 AMBLER DRIVE, SUITE # 2 MISSISSAUGA ONTARIO CORPORATION NO.
ON L4W 2V1

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / 2252842 ONTARIO INC.
LIEN CLAIMANT

09 ADDRESS 550 BAYFIELD STREET BARRIE ON L4M 5A2

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED... 10

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

(crjifu 06/2019)

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125953.08

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

REPORT : PSSR060
PAGE : 10
(7399)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738285 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
760723911

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	003		20200309 0835 1862 0101		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT 2217467 ONTARIO INC.

09 ADDRESS 550 BAYFIELD STREET BARRIE ON L4M 5A2

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

11

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

(crj1fu 06/2019)

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125953.08

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

REPORT : PSSR060
PAGE : 11
(7400)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738285 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CADITION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	003		20211006 1452 1590 8860	P PPSA
21 RECORD REFERENCED	FILE NUMBER	760723911			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	A AMENDMENT		
23 REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME		
24 DEBTOR/ TRANSFEROR	BUSINESS NAME	2738283 ONTARIO INC.			
25 OTHER CHANGE					
26 REASON/	AMENDED TO REFERENCE THAT THE SECURED PARTY HAS CHANGED ITS NAME				
27 DESCRIPTION	FROM "2217467 ONTARIO INC." TO "PS HOLDINGS 1 LLC" AND FROM "2252841				
28	ONTARIO INC." TO "PS HOLDINGS 2 LLC" AND FROM "2252842 ONTARIO INC."				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05 DEBTOR/					
03/	TRANSFeree	BUSINESS NAME			
06					
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29 ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08	PS HOLDINGS 1 LLC				
09	ADDRESS	550 BAYFIELD STREET	BARRIE	ON	L4M 5A2
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE		DATE OF	NO FIXED
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
10			INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	FASKEN MARTINEAU DUMOULIN LLP (A. FAERBERBOECK / 267904.00001)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	2400-333 BAY STREET BOX 20	TORONTO	ON M5H 2T6

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

CONTINUED... 12

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

(crj2fu 08/2019)

Ontario 

RUN NUMBER : 279
 RUN DATE : 2021/10/06
 ID : 20211006125953.08

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

REPORT : PSSR060
 PAGE : 12
 (7401)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2738285 ONTARIO INC.
 FILE CURRENCY : 05OCT 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	02	003		20211006 1452 1590 8860 P	PPSA
21	RECORD REFERENCED	FILE NUMBER	760723911		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2738284 ONTARIO INC.		
25	OTHER CHANGE REASON/ DESCRIPTION	TO "PS HOLDINGS 3 LLC".			
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/	TRANSFEE	BUSINESS NAME	ONTARIO CORPORATION NO.		
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS	PS HOLDINGS 2 LLC			
09	ADDRESS	550 BAYFIELD STREET		BARRIE	ON L4M 5A2
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE GENERAL	YEAR MAKE	MODEL	V. I. N.	
12	VEHICLE GENERAL				
13	GENERAL				
14	COLLATERAL DESCRIPTION				
15	DESCRIPTION				
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS			
17	ADDRESS				

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

CONTINUED...

13

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

(crj2fu 06/2019)



RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125953.08

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

REPORT : PSSR060
PAGE : 13
(7402)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738285 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	03	003		20211006 1452 1590 8860	P PPSA
21 RECORD REFERENCED	FILE NUMBER	760723911			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
22		X			
23 REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME	
24 DEBTOR/ TRANSFEROR	BUSINESS NAME	2738285 ONTARIO INC.			
25 OTHER CHANGE REASON/ DESCRIPTION					
02/ 05 DEBTOR/ 03/ 06 TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
04/07	BUSINESS NAME				ONTARIO CORPORATION NO.
	ADDRESS				
29 ASSIGNOR					
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		PS HOLDINGS 3-LLC			
09	ADDRESS	550 BAYFIELD STREET	BARRIE	ON	L4M 5A2
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.	
11 MOTOR 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR 17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS				

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

CONTINUED... 14

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

(crj2fu 06/2019)

RUN NUMBER : 279
RUN DATE : 2021/10/06
ID : 20211006125953.08

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

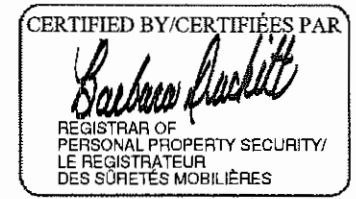
REPORT : PSSR060
PAGE : 14
(7403)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2738285 ONTARIO INC.
FILE CURRENCY : 05OCT 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
761779044	20200507 1542 1862 3813	20211006 1452 1590 8861		
760723911	20200309 0835 1862 0101	20211006 1452 1590 8860		

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



(crfj5 06/2019)

THIS IS EXHIBIT "O"

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

89A3A842911D42A...

A Commissioner for Taking Affidavits

GUARANTEE

This Guarantee is made the 13th day of May, 2020.

WHEREAS **2738283 ONTARIO INC.**, the undersigned (hereinafter referred to as the “**Guarantor**”), has agreed to provide **2217467 ONTARIO INC., 2252841 ONTARIO INC. and 2252842 ONTARIO INC.** (hereinafter collectively referred to as the “**Lender**”) with a guarantee of the Obligations (as hereinafter defined) of **2738284 ONTARIO INC. and 2738285 ONTARIO INC.** (hereinafter collectively referred to as the “**Obligor**”) as hereinafter provided;

AND WHEREAS the Guarantor has agreed that if the guarantee is not enforceable, the Guarantor will indemnify the Lender or be liable as primary obligor as hereinafter provided;

NOW THEREFORE THIS GUARANTEE WITNESSES that in consideration of the premises and the covenants and agreements herein contained, the sum of \$1.00 now paid by the Lender to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Guarantor covenants with the Lender as follows:

ARTICLE 1 - GUARANTEE

1.01 Guarantee

The Guarantor hereby unconditionally and irrevocably guarantees payment of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Obligor to the Lender or remaining unpaid by the Obligor to the Lender and the performance of all other obligations of the Obligor to the Lender pursuant to the charge/mortgage (the “**Mortgage**”) of the lands and premises known municipally as 664 Essa Road & 674 Essa Road and 320 Maplevue Drive West & 366 Maplevue Drive West (aka 692 Essa Rd.), Barrie, Ontario (the “**Property**”) in the original principal amount of \$13,000,000.00 and all other Loan Documents (as defined in the Mortgage) or otherwise in connection with or relating to the Property (collectively referred to as the “**Obligations**”).

1.02 Indemnity

If any or all of the Obligations are not duly paid or performed by the Obligor and are not recoverable under Section 1.01 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Lender from and against all losses resulting from the failure of the Obligor to pay or perform such Obligations.

1.03 Primary Obligation

If any or all of the Obligations are not duly paid or performed by the Obligor and are not recoverable under Section 1.01 or the Lender is not indemnified under Section 1.02, in each case, for any reason whatsoever, such Obligations will, as a separate and distinct obligation, be recoverable from the Guarantor as primary obligor.

1.04 Obligations Absolute

The liability of the Guarantor hereunder will be absolute and unconditional and will not be affected by:

- (a) any lack of validity or enforceability of any agreement between the Obligor and the Lender;
- (b) any impossibility, impracticability, frustration of purpose, illegality, *force majeure* or act of government;
- (c) the bankruptcy, winding-up, liquidation, dissolution or insolvency of the Obligor or any other person or the amalgamation of or any change in the status, function, control or ownership of the Obligor, the Guarantor, the Lender or any other person;
- (d) any lack or limitation of power, incapacity or disability on the part of the Obligor or of the directors, partners or agents thereof or any other irregularity, defect or informality on the part of the Obligor in its obligations to the Lender; or
- (e) any other law, regulation or other circumstance that might otherwise constitute a defence available to, or a discharge of, the Obligor in respect of any or all of the Obligations.

ARTICLE 2 - DEALINGS WITH OBLIGOR AND OTHERS

2.01 No Release

The liability of the Guarantor hereunder will not be released, discharged, limited or in any way affected by anything done, suffered or permitted by the Lender in connection with any duties or liabilities of the Obligor to the Lender or any security therefor including any loss of or in respect of any security received by the Lender from the Obligor or others. Without limiting the generality of the foregoing and without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability hereunder, without obtaining the consent of or giving notice to the Guarantor, the Lender may:

- (a) discontinue, reduce, increase or otherwise vary the credit of the Obligor in any manner whatsoever;
- (b) make any change in the time, manner or place of payment under, or in any other term of, any agreement between the Obligor and the Lender whether or not the Obligor carries out any of its obligations under any such agreement;
- (c) grant time, renewals, extensions, indulgences, releases and discharges to the Obligor;
- (d) take or abstain from taking or enforcing securities or collateral from the Obligor or from perfecting securities or collateral of the Obligor;
- (e) accept compromises from the Obligor;
- (f) apply all money at any time received from the Obligor or from securities upon such part of the Obligations as the Lender may see fit or change any such application in whole or in part from time to time as the Lender may see fit; and
- (g) otherwise deal with the Obligor and all other persons and securities as the Lender may see fit.

2.02 No Exhaustion of Remedies

The Lender will not be bound or obligated to exhaust its recourse against the Obligor or other persons or any securities or collateral it may hold or take any other action before being entitled to demand payment from the Guarantor hereunder.

2.03 Prima Facie Evidence

Any account settled or stated in writing by or between the Lender and the Obligor will be *prima facie* evidence that the balance or amount thereof appearing due to the Lender is so due.

2.04 No Set-off

In any claim by the Lender against the Guarantor, the Guarantor is not entitled to assert any set-off or counterclaim that either the Guarantor or the Obligor may have against the Lender.

ARTICLE 3 - DEMAND

3.01 Demand

Upon the occurrence of an Event of Default (as defined in the Mortgage) that has not been either cured or waived in accordance with the provisions of the Mortgage, the Lender will be entitled to make demand upon the Guarantor for payment of all Obligations.

3.02 Interest

The Guarantor will pay interest to the Lender at the Interest Rate stipulated in the Mortgage on the unpaid portion of all amounts payable by the Guarantor under this Guarantee, such interest to accrue from and including the date of demand by the Lender on the Guarantor.

ARTICLE 4 - ASSIGNMENT, POSTPONEMENT AND SUBROGATION

4.01 Assignment and Postponement

All debts and liabilities, present and future, of the Obligor to the Guarantor are hereby assigned to the Lender and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Lender and forthwith upon receipt will be paid over to the Lender, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and paid in full.

4.02 Subrogation

The Guarantor will not be entitled to subrogation until (i) the Guarantor performs or makes payment to the Lender of all amounts owing by the Guarantor to the Lender under this Guarantee, and (ii) the Obligations are performed and paid in full. Thereafter, the Lender will, at the Guarantor's request and expense, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 5 - GENERAL

5.01 Binding Effect of the Guarantee

This Guarantee will be binding upon the heirs, executors, administrators and successors of the Guarantor and will enure to the benefit of the Lender and its successors and assigns.

5.02 Entire Agreement

This Guarantee has been entered into in connection with the Mortgage as additional security thereto and is subject to all the terms and conditions thereof and, if there is any conflict or inconsistency between the provisions of this Guarantee and the provisions of the Mortgage, the rights and obligations of the parties will be governed by the provisions of the Mortgage to the extent of such conflict or inconsistency.

5.03 Amendments and Waivers

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Lender. No waiver of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

5.04 Severability

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

5.05 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and may be given by delivery or by facsimile, addressed to the recipient as follows:

To the Guarantor:

2738283 Ontario Inc.
5510 Ambler Drive
Suite # 2
Mississauga, ON L4W 2V1

Facsimile: 905 206 0697
Attention: President

To the Lender:

2217467 Ontario Inc.
2252841 Ontario Inc.
2252842 Ontario Inc.
550 Bayfield Street
Barrie, Ontario, L4M 5A2

Facsimile No: 705 726 0344
Attention: Secretary-Treasurer

or such other address, individual or facsimile number as may be designated by notice given by any party to the other. Any demand, notice or other communication given by delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by facsimile, on the day of transmittal thereof if given on a Business Day (as defined in the Mortgage) or on the next Business Day if given by facsimile on a day that is not a Business Day.

5.06 Discharge

The Guarantor will not be discharged from any of its obligations hereunder except by a release or discharge signed in writing by the Lender.

5.07 Governing Law

This Guarantee will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5.08 Headings

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Guarantee. The terms, “hereof”, “hereunder”, and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

5.09 Extended Meanings

In this Guarantee words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

5.10 Executed Copy

The Guarantor acknowledges receipt of a fully executed copy of this Guarantee.

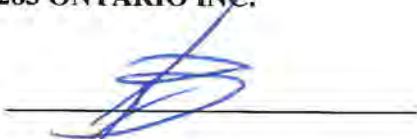
[The remainder of this page is intentionally blank, signature page follows.]

IN WITNESS WHEREOF the Guarantor has signed, sealed and delivered this Guarantee.

GUARANTOR:

2738283 ONTARIO INC.

Per:



Name: Blake Larsen
Title: President

c/s

GUARANTEE

This Guarantee is made the 13th day of May , 2020.

WHEREAS **2738284 ONTARIO INC.**, the undersigned (hereinafter referred to as the “**Guarantor**”), has agreed to provide **2217467 ONTARIO INC., 2252841 ONTARIO INC. and 2252842 ONTARIO INC.** (hereinafter collectively referred to as the “**Lender**”) with a guarantee of the Obligations (as hereinafter defined) of **2738283 ONTARIO INC. and 2738285 ONTARIO INC.** (hereinafter collectively referred to as the “**Obligor**”) as hereinafter provided;

AND WHEREAS the Guarantor has agreed that if the guarantee is not enforceable, the Guarantor will indemnify the Lender or be liable as primary obligor as hereinafter provided;

NOW THEREFORE THIS GUARANTEE WITNESSES that in consideration of the premises and the covenants and agreements herein contained, the sum of \$1.00 now paid by the Lender to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Guarantor covenants with the Lender as follows:

ARTICLE 1 - GUARANTEE

1.01 Guarantee

The Guarantor hereby unconditionally and irrevocably guarantees payment of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Obligor to the Lender or remaining unpaid by the Obligor to the Lender and the performance of all other obligations of the Obligor to the Lender pursuant to the charge/mortgage (the “**Mortgage**”) of the lands and premises known municipally as 664 Essa Road & 674 Essa Road and 320 Mapleview Drive West & 366 Mapleview Drive West (aka 692 Essa Rd.), Barrie, Ontario (the “**Property**”) in the original principal amount of \$13,000,000.00 and all other Loan Documents (as defined in the Mortgage) or otherwise in connection with or relating to the Property (collectively referred to as the “**Obligations**”).

1.02 Indemnity

If any or all of the Obligations are not duly paid or performed by the Obligor and are not recoverable under Section 1.01 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Lender from and against all losses resulting from the failure of the Obligor to pay or perform such Obligations.

1.03 Primary Obligation

If any or all of the Obligations are not duly paid or performed by the Obligor and are not recoverable under Section 1.01 or the Lender is not indemnified under Section 1.02, in each case, for any reason whatsoever, such Obligations will, as a separate and distinct obligation, be recoverable from the Guarantor as primary obligor.

1.04 Obligations Absolute

The liability of the Guarantor hereunder will be absolute and unconditional and will not be affected by:

- (a) any lack of validity or enforceability of any agreement between the Obligor and the Lender;
- (b) any impossibility, impracticability, frustration of purpose, illegality, *force majeure* or act of government;
- (c) the bankruptcy, winding-up, liquidation, dissolution or insolvency of the Obligor or any other person or the amalgamation of or any change in the status, function, control or ownership of the Obligor, the Guarantor, the Lender or any other person;
- (d) any lack or limitation of power, incapacity or disability on the part of the Obligor or of the directors, partners or agents thereof or any other irregularity, defect or informality on the part of the Obligor in its obligations to the Lender; or
- (e) any other law, regulation or other circumstance that might otherwise constitute a defence available to, or a discharge of, the Obligor in respect of any or all of the Obligations.

ARTICLE 2 - DEALINGS WITH OBLIGOR AND OTHERS

2.01 No Release

The liability of the Guarantor hereunder will not be released, discharged, limited or in any way affected by anything done, suffered or permitted by the Lender in connection with any duties or liabilities of the Obligor to the Lender or any security therefor including any loss of or in respect of any security received by the Lender from the Obligor or others. Without limiting the generality of the foregoing and without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability hereunder, without obtaining the consent of or giving notice to the Guarantor, the Lender may:

- (a) discontinue, reduce, increase or otherwise vary the credit of the Obligor in any manner whatsoever;
- (b) make any change in the time, manner or place of payment under, or in any other term of, any agreement between the Obligor and the Lender whether or not the Obligor carries out any of its obligations under any such agreement;
- (c) grant time, renewals, extensions, indulgences, releases and discharges to the Obligor;
- (d) take or abstain from taking or enforcing securities or collateral from the Obligor or from perfecting securities or collateral of the Obligor;
- (e) accept compromises from the Obligor;
- (f) apply all money at any time received from the Obligor or from securities upon such part of the Obligations as the Lender may see fit or change any such application in whole or in part from time to time as the Lender may see fit; and
- (g) otherwise deal with the Obligor and all other persons and securities as the Lender may see fit.

2.02 **No Exhaustion of Remedies**

The Lender will not be bound or obligated to exhaust its recourse against the Obligor or other persons or any securities or collateral it may hold or take any other action before being entitled to demand payment from the Guarantor hereunder.

2.03 **Prima Facie Evidence**

Any account settled or stated in writing by or between the Lender and the Obligor will be *prima facie* evidence that the balance or amount thereof appearing due to the Lender is so due.

2.04 **No Set-off**

In any claim by the Lender against the Guarantor, the Guarantor is not entitled to assert any set-off or counterclaim that either the Guarantor or the Obligor may have against the Lender.

ARTICLE 3 - DEMAND

3.01 **Demand**

Upon the occurrence of an Event of Default (as defined in the Mortgage) that has not been either cured or waived in accordance with the provisions of the Mortgage, the Lender will be entitled to make demand upon the Guarantor for payment of all Obligations.

3.02 **Interest**

The Guarantor will pay interest to the Lender at the Interest Rate stipulated in the Mortgage on the unpaid portion of all amounts payable by the Guarantor under this Guarantee, such interest to accrue from and including the date of demand by the Lender on the Guarantor.

ARTICLE 4 - ASSIGNMENT, POSTPONEMENT AND SUBROGATION

4.01 **Assignment and Postponement**

All debts and liabilities, present and future, of the Obligor to the Guarantor are hereby assigned to the Lender and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Lender and forthwith upon receipt will be paid over to the Lender, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and paid in full.

4.02 **Subrogation**

The Guarantor will not be entitled to subrogation until (i) the Guarantor performs or makes payment to the Lender of all amounts owing by the Guarantor to the Lender under this Guarantee, and (ii) the Obligations are performed and paid in full. Thereafter, the Lender will, at the Guarantor's request and expense, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 5 - GENERAL

5.01 Binding Effect of the Guarantee

This Guarantee will be binding upon the heirs, executors, administrators and successors of the Guarantor and will enure to the benefit of the Lender and its successors and assigns.

5.02 Entire Agreement

This Guarantee has been entered into in connection with the Mortgage as additional security thereto and is subject to all the terms and conditions thereof and, if there is any conflict or inconsistency between the provisions of this Guarantee and the provisions of the Mortgage, the rights and obligations of the parties will be governed by the provisions of the Mortgage to the extent of such conflict or inconsistency.

5.03 Amendments and Waivers

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Lender. No waiver of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

5.04 Severability

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

5.05 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and may be given by delivery or by facsimile, addressed to the recipient as follows:

To the Guarantor:

2738284 Ontario Inc.
5510 Ambler Drive
Suite # 2
Mississauga, ON L4W 2V1

Facsimile: 905 206 0697
Attention: President

To the Lender:

2217467 Ontario Inc.
2252841 Ontario Inc.
2252842 Ontario Inc.
550 Bayfield Street
Barrie, Ontario, L4M 5A2

Facsimile No: 705 726 0344
Attention: Secretary-Treasurer

or such other address, individual or facsimile number as may be designated by notice given by any party to the other. Any demand, notice or other communication given by delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by facsimile, on the day of transmittal thereof if given on a Business Day (as defined in the Mortgage) or on the next Business Day if given by facsimile on a day that is not a Business Day.

5.06 Discharge

The Guarantor will not be discharged from any of its obligations hereunder except by a release or discharge signed in writing by the Lender.

5.07 Governing Law

This Guarantee will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5.08 Headings

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Guarantee. The terms, "hereof", "hereunder", and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

5.09 Extended Meanings

In this Guarantee words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

5.10 Executed Copy

The Guarantor acknowledges receipt of a fully executed copy of this Guarantee.

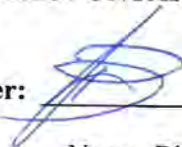
[The remainder of this page is intentionally blank, signature page follows.]

IN WITNESS WHEREOF the Guarantor has signed, sealed and delivered this Guarantee.

GUARANTOR:

2738284 ONTARIO INC.

Per:

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Name: Blake Larsen
Title: President

c/s

GUARANTEE

This Guarantee is made the 13th day of May, 2020.

WHEREAS **2738285 ONTARIO INC.**, the undersigned (hereinafter referred to as the “**Guarantor**”), has agreed to provide **2217467 ONTARIO INC., 2252841 ONTARIO INC. and 2252842 ONTARIO INC.** (hereinafter collectively referred to as the “**Lender**”) with a guarantee of the Obligations (as hereinafter defined) of **2738283 ONTARIO INC. and 2738284 ONTARIO INC.** (hereinafter collectively referred to as the “**Obligor**”) as hereinafter provided;

AND WHEREAS the Guarantor has agreed that if the guarantee is not enforceable, the Guarantor will indemnify the Lender or be liable as primary obligor as hereinafter provided;

NOW THEREFORE THIS GUARANTEE WITNESSES that in consideration of the premises and the covenants and agreements herein contained, the sum of \$1.00 now paid by the Lender to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Guarantor covenants with the Lender as follows:

ARTICLE 1 - GUARANTEE

1.01 Guarantee

The Guarantor hereby unconditionally and irrevocably guarantees payment of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Obligor to the Lender or remaining unpaid by the Obligor to the Lender and the performance of all other obligations of the Obligor to the Lender pursuant to the charge/mortgage (the “**Mortgage**”) of the lands and premises known municipally as 664 Essa Road & 674 Essa Road and 320 Maplevue Drive West & 366 Maplevue Drive West (aka 692 Essa Rd.), Barrie, Ontario (the “**Property**”) in the original principal amount of \$13,000,000.00 and all other Loan Documents (as defined in the Mortgage) or otherwise in connection with or relating to the Property (collectively referred to as the “**Obligations**”).

1.02 Indemnity

If any or all of the Obligations are not duly paid or performed by the Obligor and are not recoverable under Section 1.01 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Lender from and against all losses resulting from the failure of the Obligor to pay or perform such Obligations.

1.03 Primary Obligation

If any or all of the Obligations are not duly paid or performed by the Obligor and are not recoverable under Section 1.01 or the Lender is not indemnified under Section 1.02, in each case, for any reason whatsoever, such Obligations will, as a separate and distinct obligation, be recoverable from the Guarantor as primary obligor.

1.04 Obligations Absolute

The liability of the Guarantor hereunder will be absolute and unconditional and will not be affected by:

- (a) any lack of validity or enforceability of any agreement between the Obligor and the Lender;
- (b) any impossibility, impracticability, frustration of purpose, illegality, *force majeure* or act of government;
- (c) the bankruptcy, winding-up, liquidation, dissolution or insolvency of the Obligor or any other person or the amalgamation of or any change in the status, function, control or ownership of the Obligor, the Guarantor, the Lender or any other person;
- (d) any lack or limitation of power, incapacity or disability on the part of the Obligor or of the directors, partners or agents thereof or any other irregularity, defect or informality on the part of the Obligor in its obligations to the Lender; or
- (e) any other law, regulation or other circumstance that might otherwise constitute a defence available to, or a discharge of, the Obligor in respect of any or all of the Obligations.

ARTICLE 2 - DEALINGS WITH OBLIGOR AND OTHERS

2.01 No Release

The liability of the Guarantor hereunder will not be released, discharged, limited or in any way affected by anything done, suffered or permitted by the Lender in connection with any duties or liabilities of the Obligor to the Lender or any security therefor including any loss of or in respect of any security received by the Lender from the Obligor or others. Without limiting the generality of the foregoing and without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability hereunder, without obtaining the consent of or giving notice to the Guarantor, the Lender may:

- (a) discontinue, reduce, increase or otherwise vary the credit of the Obligor in any manner whatsoever;
- (b) make any change in the time, manner or place of payment under, or in any other term of, any agreement between the Obligor and the Lender whether or not the Obligor carries out any of its obligations under any such agreement;
- (c) grant time, renewals, extensions, indulgences, releases and discharges to the Obligor;
- (d) take or abstain from taking or enforcing securities or collateral from the Obligor or from perfecting securities or collateral of the Obligor;
- (e) accept compromises from the Obligor;
- (f) apply all money at any time received from the Obligor or from securities upon such part of the Obligations as the Lender may see fit or change any such application in whole or in part from time to time as the Lender may see fit; and
- (g) otherwise deal with the Obligor and all other persons and securities as the Lender may see fit.

2.02 **No Exhaustion of Remedies**

The Lender will not be bound or obligated to exhaust its recourse against the Obligor or other persons or any securities or collateral it may hold or take any other action before being entitled to demand payment from the Guarantor hereunder.

2.03 **Prima Facie Evidence**

Any account settled or stated in writing by or between the Lender and the Obligor will be *prima facie* evidence that the balance or amount thereof appearing due to the Lender is so due.

2.04 **No Set-off**

In any claim by the Lender against the Guarantor, the Guarantor is not entitled to assert any set-off or counterclaim that either the Guarantor or the Obligor may have against the Lender.

ARTICLE 3 - DEMAND

3.01 **Demand**

Upon the occurrence of an Event of Default (as defined in the Mortgage) that has not been either cured or waived in accordance with the provisions of the Mortgage, the Lender will be entitled to make demand upon the Guarantor for payment of all Obligations.

3.02 **Interest**

The Guarantor will pay interest to the Lender at the Interest Rate stipulated in the Mortgage on the unpaid portion of all amounts payable by the Guarantor under this Guarantee, such interest to accrue from and including the date of demand by the Lender on the Guarantor.

ARTICLE 4 - ASSIGNMENT, POSTPONEMENT AND SUBROGATION

4.01 **Assignment and Postponement**

All debts and liabilities, present and future, of the Obligor to the Guarantor are hereby assigned to the Lender and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Lender and forthwith upon receipt will be paid over to the Lender, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and paid in full.

4.02 **Subrogation**

The Guarantor will not be entitled to subrogation until (i) the Guarantor performs or makes payment to the Lender of all amounts owing by the Guarantor to the Lender under this Guarantee, and (ii) the Obligations are performed and paid in full. Thereafter, the Lender will, at the Guarantor's request and expense, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 5 - GENERAL

5.01 Binding Effect of the Guarantee

This Guarantee will be binding upon the heirs, executors, administrators and successors of the Guarantor and will enure to the benefit of the Lender and its successors and assigns.

5.02 Entire Agreement

This Guarantee has been entered into in connection with the Mortgage as additional security thereto and is subject to all the terms and conditions thereof and, if there is any conflict or inconsistency between the provisions of this Guarantee and the provisions of the Mortgage, the rights and obligations of the parties will be governed by the provisions of the Mortgage to the extent of such conflict or inconsistency.

5.03 Amendments and Waivers

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Lender. No waiver of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

5.04 Severability

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

5.05 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and may be given by delivery or by facsimile, addressed to the recipient as follows:

To the Guarantor:

2738285 Ontario Inc.
5510 Ambler Drive
Suite # 2
Mississauga, ON L4W 2V1

Facsimile: 905 206 0697
Attention: President

To the Lender:

2217467 Ontario Inc.
2252841 Ontario Inc.
2252842 Ontario Inc.
550 Bayfield Street
Barrie, Ontario, L4M 5A2

Facsimile No: 705 726 0344
Attention: Secretary-Treasurer

or such other address, individual or facsimile number as may be designated by notice given by any party to the other. Any demand, notice or other communication given by delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by facsimile, on the day of transmittal thereof if given on a Business Day (as defined in the Mortgage) or on the next Business Day if given by facsimile on a day that is not a Business Day.

5.06 Discharge

The Guarantor will not be discharged from any of its obligations hereunder except by a release or discharge signed in writing by the Lender.

5.07 Governing Law

This Guarantee will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5.08 Headings

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Guarantee. The terms, “hereof”, “hereunder”, and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

5.09 Extended Meanings

In this Guarantee words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

5.10 Executed Copy

The Guarantor acknowledges receipt of a fully executed copy of this Guarantee.

[The remainder of this page is intentionally blank, signature page follows.]

IN WITNESS WHEREOF the Guarantor has signed, sealed and delivered this Guarantee.

GUARANTOR:

2738285 ONTARIO INC.

Per:  _____

Name: Blake Larsen
Title: President

c/s

THIS IS EXHIBIT "P"

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

Daniel Richer

89A3A842911D42A...

A Commissioner for Taking Affidavits

GENERAL SECURITY AGREEMENT

This agreement is made as of May 13, 2020

BETWEEN:

2738283 ONTARIO INC.,
2738284 ONTARIO INC., and
2738285 ONTARIO INC.,
each a corporation incorporated under the laws of Ontario
(hereinafter collectively referred to as the “Debtor”)

- and -

2217467 ONTARIO INC.,
2252841 ONTARIO INC. and
2252842 ONTARIO INC.,
each a corporation incorporated under the laws of Ontario
(hereinafter collectively referred to as the “Secured Party”).

Witnesses that the Debtor has agreed to grant a security interest and assignment, mortgage and charge in the Collateral as a further assurance of the personal property security interest created under the Mortgage and in order to secure the performance of the Obligations to the Secured Party under the Mortgage.

Now, therefore, it is hereby covenanted, agreed and declared as follows:

ARTICLE 1 - INTERPRETATION

1.01 Interpretation

In this Agreement, unless something in the subject matter or context is inconsistent therewith,

“**Agreement**” means this agreement and all amendments made hereto by written agreement between the Secured Party and the Debtor.

“**Business Day**” means a day other than Saturday, Sunday, or any day which is a statutory or municipal holiday in the Provinces of Ontario.

“**Collateral**” has the meaning set out in Section 2.01.

“**Event of Default**” means any default of the Debtor under this agreement or under any other Loan Documents (as defined in the Mortgage), including, without limitation, an Event of Default as defined in the Mortgage.

“**Mortgage**” means the charge/mortgage of the Property in the original principal amount of \$13,000,000.00, given by the Debtor to the Secured Party, as the same may be amended from time to time.

“**Obligations**” means all obligations and liabilities of any kind whatsoever of the Debtor to the Secured Party in connection with or relating to the Mortgage and all other Loan Documents (as defined in the Mortgage) or otherwise in connection with or related to the Property.

“**Property**” means the lands and premises known municipally as 664 Essa Road & 674 Essa Road and 320 Maplevue Drive West & 366 Maplevue Drive West (aka 692 Essa Rd.), Barrie, Ontario.

The terms “accessions”, “accounts”, “chattel paper”, “documents of title”, “goods”, “instruments”, “intangibles”, “inventory”, “money”, “proceeds” and “securities” whenever used herein have the meanings given to those terms in the *Personal Property Security Act* (Ontario), as now enacted or as the same may from time to time be amended, re-enacted or replaced.

1.02 Sections and Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.

1.03 Extended Meanings

In this Agreement words importing the singular number include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

ARTICLE 2 - GRANT OF SECURITY INTEREST

2.01 Security Interest

As general and continuing security for the payment and performance of all Obligations of the Debtor to the Secured Party, the Debtor hereby grants to the Secured Party a security interest in, assigns to the Secured Party and mortgages and charges as and by way of a fixed and specific mortgage and charge to the Secured Party, all right, title and interest that the Debtor now has or may hereafter have, be possessed of, be entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter or may hereafter have in the following personal property and any proceeds therefrom (collectively, the “**Collateral**”):

- (a) Receivables: all debts, accounts, claims and choses in action for monetary amounts which are now or which may hereafter become due, owing or accruing due to the Debtor (collectively, the “**Receivables**”);
- (b) Inventory: all inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all goods held for sale or lease or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor (collectively, the “**Inventory**”);
- (c) Equipment: all machinery, equipment, fixtures, furniture, plant, vehicles and other tangible personal property which are not Inventory (collectively, the “**Equipment**”);
- (d) Chattel Paper: all chattel paper;
- (e) Documents of Title: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (f) Securities and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other securities and all instruments (collectively, the “**Securities**”);

- (g) Intangibles: all intangibles not otherwise described in this Section 2.01 including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property;
- (h) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;
- (i) Books, Records, Etc.: all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in this Section 2.01 and all contracts, securities, instruments and other rights and benefits in respect thereof;
- (j) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and accessions to any of the property described in this Section 2.01; and
- (k) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral;

provided that the said assignment and mortgage and charge will not (i) extend or apply to the last day of the term of any lease or any agreement therefor now held or hereafter acquired by the Debtor, but should the Secured Party enforce the said assignment or mortgage and charge, the Debtor will thereafter stand possessed of such last day and must hold it in trust to assign the same to any person acquiring such term in the course of the enforcement of the said assignment and mortgage and charge, or (ii) render the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound.

2.02 Attachment of Security Interest

The Debtor acknowledges that value has been given and agrees that the security interest granted hereby will attach when the Debtor signs this Agreement and the Debtor has any rights in the Collateral.

2.03 Exception for Contractual Rights

The security interest granted hereby does not and will not extend to, and Collateral will not include any agreement, right, franchise, licence or permit (the “**contractual rights**”) to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the security interest herein would constitute a breach of the terms of or permit any person to terminate the contractual rights, but the Debtor must hold its interest therein in trust for the Secured Party and will assign such contractual rights to the Secured Party forthwith upon obtaining the consent of the other party thereto. The Debtor agrees that it will, upon the request of the Secured Party, use all commercially reasonable efforts to obtain any consent required to permit any contractual rights to be subjected to the security interest.

ARTICLE 3 - REPRESENTATIONS, WARRANTIES, COVENANTS OF THE DEBTOR

3.01 Representations and Warranties of the Debtor

The Debtor hereby represents and warrants to the Secured Party as follows:

- (a) except as otherwise provided herein or disclosed in a schedule hereto, all of the Collateral is the sole property of the Debtor free from any liens, charges, security interests, encumbrances or any rights of others which rank prior to or *pari passu* with the security interest, assignment and mortgage and charge granted hereby; and

- (b) the address of the Debtor's chief executive office and the office where it keeps its records respecting the Receivables, is that given in section 7.06 of this Agreement.

3.02 Covenants

The Debtor covenants with the Secured Party that the Debtor will:

- (a) ensure that the representations and warranties set forth in Section 3.01 will be true and correct at all times;
- (b) maintain, use and operate the Collateral and carry on and conduct its business in a lawful and business-like manner;
- (c) defend the Collateral against all claims and demands respecting the Collateral made by all persons at any time and, except as otherwise provided herein, will keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances or interests except for those disclosed in a schedule hereto or hereafter approved in writing by the Secured Party prior to their creation or assumption;
- (d) not change its chief executive office and the location of the office where it keeps its records respecting the Receivables, or move any of the Inventory, Securities or Equipment from such office or from the Property, without the prior written consent of the Secured Party;
- (e) pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same become due and payable, and will exhibit to the Secured Party, when required, the receipts and vouchers establishing such payment;
- (f) keep proper books of account in accordance with sound accounting practice, will furnish to the Secured Party such financial information and statements and such information and statements relating to the Collateral as the Secured Party may from time to time require, and the Debtor will permit the Secured Party or its authorized agents at any time at the expense of the Debtor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom;
- (g) from time to time forthwith at the request of the Secured Party furnish to the Secured Party in writing all information requested relating to the Collateral, and the Secured Party will be entitled from time to time at any reasonable time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Secured Party will have access to all premises occupied by the Debtor or where the Collateral may be found;
- (h) from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement or to better evidence and perfect the security interest, assignment and mortgage and charge granted hereby, and the Debtor hereby irrevocably constitutes and appoints the Secured Party, or any Receiver appointed by the court or the Secured Party, the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient;

- (i) not change its name or, if the Debtor is a corporation, will not amalgamate with any other corporation without first giving notice to the Secured Party of its new name and the names of all amalgamating corporations and the date when such new name or amalgamation is to become effective; and
- (j) pay to the Secured Party forthwith upon demand all reasonable costs and expenses (including, without limiting the generality of the foregoing, all legal (on full indemnity basis), Receiver's and accounting fees and expenses) incurred by or on behalf of the Secured Party in connection with the preparation, execution and perfection of this Agreement and the carrying out of any of the provisions of this Agreement including, without limiting the generality of the foregoing, protecting and preserving the security interest, assignment and mortgage and charge granted hereby and enforcing by legal process or otherwise the remedies provided herein; and all such costs and expenses will be added to and form part of the Obligations secured hereunder.

ARTICLE 4 - INSURANCE

4.01 Insurance

The Debtor must obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limiting the generality of the foregoing, loss by fire (including so-called extended coverage), theft, collision and such other risks of loss as are customarily insured against on this type of Collateral, in an amount not less than the full replacement value thereof, in such form and with such insurers as are reasonably satisfactory to the Secured Party. If any such policies of insurance contain a co-insurance clause, the Debtor will either cause any such co-insurance clause to be waived or maintain at all times a sufficient amount of insurance to meet the requirements of any such co-insurance clause so as to prevent the Debtor from becoming a co-insurer under the terms of any such policy. All such policies must name the Secured Party as an additional insured and loss payee thereof, as the Secured Party's interests may appear, and must provide that the insurer will give the Secured Party at least 30 days written notice of intended cancellation. At the Secured Party's request, the Debtor must furnish the Secured Party with a copy of any policy of insurance and certificate of insurance or other evidence satisfactory to the Secured Party that such insurance coverage is in effect. The Debtor must give the Secured Party notice of any damage to, or loss of, the Collateral forthwith upon the occurrence of any such damage or loss. Should the Debtor fail to make any payment or perform any other obligation provided in this Section, the Secured Party will have the right, but not the obligation, without notice or demand upon the Debtor and without releasing the Debtor from any obligation hereunder or waiving any rights to enforce this Agreement, to perform any or all of such obligations. The amount of all such payments made and all costs, fees and expenses incurred by the Secured Party in performing such obligations will be immediately due and payable by the Debtor.

ARTICLE 5 - DEALING WITH COLLATERAL

5.01 Dealing with Collateral by the Debtor

The Debtor must not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Secured Party, except that, notwithstanding the foregoing and Section 3.02(d), the Debtor may, until an Event of Default occurs, deal with its money or sell items of Inventory or Equipment in the ordinary course of its business so that the purchaser thereof takes title thereto free and clear of the security interest, assignment and mortgage and charge granted hereby, but all proceeds of any such sale will continue to be subject to the security interest, assignment and mortgage and charge granted hereby and all money received by the Debtor will be received as trustee for the Secured Party and must be held

separate and apart from other money of the Debtor and must be paid over to the Secured Party upon request.

5.02 Rights and Duties of the Secured Party

- (a) The Secured Party may perform any of its rights and duties hereunder by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties hereunder.
- (b) In the holding of the Collateral, the Secured Party and any nominee or servicing agent on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Secured Party and any nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Debtor reasonably requests in writing, but failure of the Secured Party or its nominee to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

5.03 Registration of Securities

The Secured Party may have any Securities registered in its name or in the name of its nominee and will be entitled but not bound or required to exercise any of the rights that any holder of such Securities may at any time have, provided that until an Event of Default has occurred and is continuing, the Debtor will be entitled to exercise, in a manner not prejudicial to the interests of the Secured Party or which would violate or be inconsistent with this Agreement, all voting power from time to time exercisable in respect of the Securities. The Secured Party will not be responsible for any loss occasioned by its exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof. The Debtor must from time to time forthwith upon the request of the Secured Party deliver to the Secured Party those Securities requested by the Secured Party duly endorsed for transfer to the Secured Party or its nominee to be held by the Secured Party subject to the terms of this Agreement.

5.04 Notification of Account Debtors

Before an Event of Default occurs, the Secured Party may give notice of this Agreement and the security interest and assignment granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and, after the occurrence of an Event of Default, may give notice to any such account debtors or other person to make all further payments to the Secured Party, and any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Secured Party must be held by the Debtor in trust for the Secured Party and paid over to the Secured Party on request.

5.05 Application of Funds

Except where the Debtor, when not in default hereunder, so directs in writing at the time of payment, all money collected or received by the Secured Party in respect of the Collateral may be applied on account of such parts of the Obligations as the Secured Party in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Secured Party may be released to the Debtor, all without prejudice to the Secured Party's rights against the Debtor.

ARTICLE 6 - REMEDIES

6.01 Remedies

On or after the occurrence of any Event of Default, (i) any or all of the Obligations will at the option of the Secured Party become immediately due and payable or be subject to immediate performance, as the case may be, without presentment, protest or notice of dishonour, all of which are expressly waived; (ii) the obligation, if any, of the Secured Party to extend further credit to the Debtor will cease; (iii) any or all security granted hereby will, at the option of the Secured Party, become immediately enforceable; and (iv) in addition to any right or remedy provided by law, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently or both:

- (a) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "Receiver") of the Collateral (which term when used in this Section 6.01 will include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this Section 6.01 will include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Secured Party will not be in any way responsible for any misconduct or negligence of any such Receiver;
- (b) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party;
- (c) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
- (d) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor;
- (e) the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law;
- (f) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law;
- (g) the Secured Party may accept the Collateral in satisfaction of the Obligations upon notice to the Debtor of its intention to do so in the manner required by law;
- (h) the Secured Party may, for any purpose specified herein, borrow money on the security of the Collateral in priority to the security interest, assignment and mortgage and charge granted by this Agreement;
- (i) the Secured Party may enter upon, occupy and use all or any of the premises, buildings and plant occupied by the Debtor and use all or any of the Equipment and other personal property of the Debtor for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party will not be liable to

the Debtor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;

- (j) the Secured Party may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Secured Party hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at such rate as the Secured Party deems reasonable, will be added to and form part of the Obligations hereby secured; and
- (k) the Secured Party may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith will be added to the Obligations hereby secured.

The Secured Party may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up securities, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) release any part of the Collateral or otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit without prejudice to the liability of the Debtor to the Secured Party or the Secured Party's rights hereunder. The Secured Party will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, in respect of the Collateral. The Secured Party may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party may apply any balance of such proceeds to payment of the Obligations in such order as the Secured Party sees fit. If there is any surplus remaining, the Secured Party may pay it to any person having a claim thereto in priority to the Debtor of whom the Secured Party has knowledge and any balance remaining must be paid to the Debtor. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Debtor will be liable to pay any deficiency to the Secured Party forthwith on demand.

ARTICLE 7 - GENERAL

7.01 Benefit and Burden of the Agreement

This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto. The liabilities and obligations of each entity executing this Agreement as Debtor shall be joint and several.

7.02 Entire Agreement

This Agreement has been entered into in connection with the Mortgage as additional security thereto and is subject to all the terms and conditions thereof and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Mortgage, the rights and obligations of the parties will be governed by the provisions of the Mortgage to the extent of such conflict or inconsistency.

7.03 Amendments and Waivers

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

7.04 Assignment

The rights of the Secured Party under this Agreement may be assigned by the Secured Party without the prior consent of the Debtor. The Debtor may not assign its obligations under this Agreement.

7.05 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

7.06 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and may be given by delivery or by facsimile, addressed to the recipient as follows:

To the Debtor:

2738283 Ontario Inc.
2738284 Ontario Inc.
2738285 Ontario Inc.
5510 Ambler Drive
Suite # 2
Mississauga, ON L4W 2V1

Facsimile: 905 206 0697
Attention: President

To the Secured Party:

2217467 Ontario Inc.
2252841 Ontario Inc.
2252842 Ontario Inc.
550 Bayfield Street
Barrie, Ontario, L4M 5A2

Facsimile No: 705 726 0344
Attention: Secretary-Treasurer

or such other address, individual or facsimile number as may be designated by notice given by any party to the other. Any demand, notice or other communication given by delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by facsimile, on the day of transmittal thereof if given on a Business Day or on the next Business Day if given by facsimile on a day that is not a Business Day.

7.07 Additional Continuing Security

This Agreement and the security interest, assignment and mortgage and charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Secured Party.

7.08 Further Assurances

The Debtor must at its expense from time to time do, execute and deliver, or cause to be done, executed and delivered, all such financing statements, further assignments, documents, acts, matters and things as may be reasonably requested by the Secured Party for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and covenants herein contained.

7.09 Power of Attorney

The Debtor hereby irrevocably constitutes and appoints any officer for the time being of the Secured Party the true and lawful attorney of the Debtor, with full power of substitution, upon the occurrence of an Event of Default that is continuing, to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever the officer may deem necessary or expedient and from time to time to exercise all rights and powers and to perform all acts of ownership in respect to the Collateral in accordance with this Agreement.

7.10 Discharge

The Debtor will not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by the Secured Party.

7.11 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

7.12 Executed Copy

The Debtor acknowledges receipt of a fully executed copy of this Agreement.


[The remainder of this page is intentionally blank, signature page follows.]

The Debtor has executed this Agreement by properly authorized officers.

DEBTOR:

2738283 ONTARIO INC.

Per:

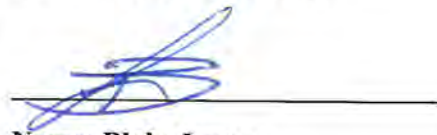


**Name: Blake Larsen
Title: President**

c/s

2738284 ONTARIO INC.

Per:



**Name: Blake Larsen
Title: President**

c/s

2738285 ONTARIO INC.

Per:



**Name: Blake Larsen
Title: President**

c/s

SCHEDULE

To a General Security Agreement made as of May 13, 2020 between 2738283 Ontario Inc., 2738284 Ontario Inc. and 2738285 Ontario Inc., as Debtor, and 2217467 Ontario Inc., 2252841 Ontario Inc. and 2252842 Ontario Inc., as Secured Party, referred to in Section 3.01 of the said General Security Agreement.

N/A

THIS IS EXHIBIT “Q”

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:
Daniel Richer
66A9A842811D42A...

A Commissioner for Taking Affidavits

Properties

PIN 58730 - 0303 LT *Interest/Estate* Fee Simple
Description PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE
Address 320 MAPLEVIEW DRIVE
 BARRIE

PIN 58730 - 0304 LT *Interest/Estate* Fee Simple
Description CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL
Address BARRIE

PIN 58730 - 0240 LT *Interest/Estate* Fee Simple
Description PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE
Address 664 ESSA ROAD
 BARRIE

PIN 58730 - 0297 LT *Interest/Estate* Fee Simple
Description PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE
Address 674 ESSA ROAD
 BARRIE

Chargor(s)

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

Name 2738283 ONTARIO INC.
Address for Service 5510 Ambler Drive, Suite 2,
 Mississauga, Ontario L4W 2V1
 I, Blake Larsen, have the authority to bind the corporation.

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

Name 2738284 ONTARIO INC.
Address for Service 5510 Ambler Drive, Suite 2,
 Mississauga, Ontario L4W 2V1
 I, Blake Larsen, have the authority to bind the corporation.

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

Name 2738285 ONTARIO INC.
Address for Service 5510 Ambler Drive, Suite 2,
 Mississauga, Ontario L4W 2V1
 I, Blake Larsen, have the authority to bind the corporation.

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

Chargee(s)*Capacity**Share*

Name RPN FINANCE CORP.
Address for Service 406 North Service Road East, Suite 300, Oakville, Ontario
 L6H 5R2

Name 1938272 ONTARIO LIMITED
Address for Service 406 North Service Road East, Suite 300, Oakville, Ontario
 L6H 5R2

Statements

Schedule: See Schedules

I Robert Ramsin Pauls solicitor make the following law statement The chargees hold the charge in their respective position and amounts: RPN Finance Corp. in "A" position for \$600,000, and 1938272 Ontario Limited in "B" position for \$600,000.

Provisions

Principal \$1,200,000.00 *Currency* CDN
Calculation Period monthly, not in advance
Balance Due Date 2021/06/01
Interest Rate 14% per annum

Provisions

Payments	\$14,000.00
Interest Adjustment Date	2020 06 01
Payment Date	first day of each month
First Payment Date	2020 07 01
Last Payment Date	2021 06 01
Standard Charge Terms	200433
Insurance Amount	Full insurable value
Guarantor	Blake Larsen

Additional Provisions

This Charge secures a loan from the Chargee to the Chargor, the whole as more fully described in the Loan Commitment dated April 17, 2020, as executed by the parties thereto.

This Charge is given as additional security to the Charge(s) registered contemporaneously to the property(s) known municipally as 1510 & 1516 Markham Road, Scarborough, ON; 112 Front Street, Sturgeon Falls, ON; 1120 John Street Road, Thunder Bay, ON; 664 & 674 Essa Road, Barrie, ON; and 320 & 366 Mapleview Drive, Barrie, ON, with Maxx Properties (No. 323) LTD., Maxx Properties (No. 325) LTD., Maxx Properties (No. 322) LTD., 2738283 Ontario Inc., 2738284 Ontario Inc. and 2738285 Ontario Inc. and Blake Larsen as Chargor(s) or Guarantor(s) as applicable in each case, and payment under either this Charge and/or the aforesaid Charge(s) shall be deemed as payment under the other, and default under either one, shall entitle the Chargee to exercise their remedies under either this Charge and/or the aforesaid Charge(s) as they may see fit, all with the intent that the exercise by the Chargee of any right, power or remedy, they may have, shall not prevent, alter or prejudice a subsequent or concurrent exercise by the Chargee of any other rights, powers or remedies they may have, whether for the same default or not.

Signed By

Robert Ramsin Pauls	255 Consumers Road, 5th Floor Toronto M2J 1R4	acting for Chargor(s)	Signed	2020 05 13
---------------------	---	--------------------------	--------	------------

Tel 416-256-1600

Fax 855-353-5182

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

Submitted By

DIAMOND & DIAMOND LAWYERS LLP	255 Consumers Road, 5th Floor Toronto M2J 1R4	2020 05 13
-------------------------------	---	------------

Tel 416-256-1600

Fax 855-353-5182

Fees/Taxes/Payment

Statutory Registration Fee	\$65.05
Total Paid	\$65.05

LOAN COMMITMENT

To: Maxx Properties (No. 323) LTD., Maxx Properties (No. 325) LTD., Maxx Properties (No. 322) LTD.,
2738283-2738284 & 2738285 Ontario Inc.

Re: 1510 Markham Road, Scarborough, 112 Front Street, Sturgeon Falls, and 1120 John Street, Thunder Bay,
664,674 Essa Road & 320,366 Mapleview Drive, Barrie, all properties in the province of Ontario.

The undersigned is prepared to provide you with a loan commitment for a blanket second mortgage on the following terms and conditions:

MORTGAGEE: RPN FINANCE CORP.;1938272 Ontario Limited

AMOUNT OF LOAN: \$1,200,000

INTEREST RATE: 14% per annum

TERM: 1 year open on one month interest penalty.

PAYMENTS: 9 months of interested reserve to be deducted from the advance in the amount of \$126,000.
Payments for the last 3 months totaling \$14,000 directed as follows:
\$6,000.00 RPN Finance Corp.; \$8,000.00 to 1938272 Ontario Limited

SPECIAL TERMS:

- a) Subject to the satisfactory approval of the properties by the lender
- b) First mortgages balances to be reviewed and approved prior to closing.
- c) \$500,000 of the proceeds to be used to payout existing second mortgage on 1510 Markham Road
- d) The loan is subject to a monthly project monitoring fee of \$1,000 a month + HST to BYM MANAGEMNT INC. for review and financial oversight. 12 months fees to be deducted on closing. First year fees are not refundable. After year 1 fees will accrue monthly
- e) Assignment of rents for all tenants on all properties.
- f) Interest to be adjusted to April 30th on closing.
- g) The loan will be personally guaranteed by Blake Larsen
- h) This mortgage may not be repaid after 1pm. Any payment received after that time will be penalized with interest accrual until the next working day.
- i) The attached schedule "A" will be included in the registered charge.
- j) Proof of payment of property taxes provided semi annually through the term of the loan

COMMITMENT FEE: A commitment fee totaling \$18,000 (1.5%) to be deducted from the initial advance of the loan. Please note, this fee is non refundable unless the mortgagee refuses to fund the mortgage by the funding date.

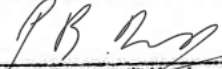
A further \$18,000 (1.5%) to be deducted from the advance of the loan to be paid to the brokers. This fee will be held by the lender and paid out to the broker upon repayment of the loan.

Mortgagor must pay not more than \$15,000 + HST and reasonable disbursements, towards the legal fees of the mortgagee related to the set up and discharge of the loan.

PROPOSED DATE OF ADVANCE: April 24th, 2020

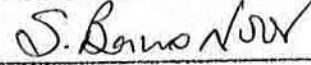
Dated this the 17th day of April, 2020

1938272 Ontario Limited



Payam Bahman-Bijari

RPN FINANCE CORP.




Shaher Bano Noor

Accepted this 16th day of March, 2020




Blake Larsen



Maxx Properties (No. 323) LTD.



Maxx Properties (No. 325) LTD.



Maxx Properties (No. 322) LTD.



2738283 Ontario Inc.



2738284 Ontario Inc.



2738285 Ontario Inc.

EXPIRY: This commitment shall be open for acceptance until 5pm on April 20th 2020 after which the commitment shall be deemed revoked.

Solicitor for Mortgagee: Joseph Berljawsky
113-2155 Leanne Boulevard Mississauga, Ontario L5K 2K8
Tel: (905) 822-2149 x 22 jb@balllawfirm.com

Schedule A
Privileges & Provisions

Inspection: A satisfactory inspection of the Property by the Lender, separate and apart from the appraisal. An inspection fee of \$250 will be charged per property, to be deducted from the advance.

Fire Insurance: The Borrower(s) taking out a fire insurance policy, and providing confirmation thereof, for full replacement value of the Property and the Lender being listed as the **SECOND** loss payee.

Realty Tax Liability: Solicitor providing a tax certificate confirming that there are no realty taxes owing in respect of the Property.

Execution Report: Solicitor providing a clear Execution Certificate for the Borrower(s) and the Guarantor(s) from the jurisdiction where the Property is located to the satisfaction of the Lender.

Title: The Lender and their solicitor being fully satisfied with the title to the Property.

Title Insurance: Delivery of evidence that a valid title insurance policy in favour of the Lender with applicable schedules is in place for the Property being mortgaged.

Assignment: This commitment, the mortgage and all related ancillary security may be assigned by the Lender to another person or corporation without notice to the Borrowers / Guarantors prior to or after funding. The Borrowers / Guarantors agree that within five (5) days of notification, the Borrowers / Guarantors agree to execute any confirmation as required by the new lender, assign the insurance to the new lender and provide an executed pre-authorized payment form or provide post-dated cheques for payment to the new lender.

The lender has the right to divide the position in this first mortgage into two individual mortgages with one registered in the first and the other registered in the second position. The lender may assign any interest rate to any of the mortgages so long as the total blended rate on the total funds does not exceed that rate and interest of the original single mortgage.

Third-party secondary financing is not permitted without the prior written consent of the Lender. Prior to providing such consent, the Lender reserves the right to obtain written confirmation from the third-party lender that they will postpone their charge in the event the first mortgage held by the Lender is to be amended as described above. The Borrower shall obtain said written confirmation upon the request of the Lender.

Payment Following Maturity: Where there is default after the balance due date or maturity date of the term secured by this Charge, including but not limited to failure of the Chargor to pay the principal balance of the loan on the balance due date or maturity due date, the Chargor may pay the outstanding principal amount of such loan only upon payment of three (3) months interest calculated on the then outstanding principal amount, or three (3) months written notice in lieu thereof.

Late or dishonored payments: In the event that a Mortgage payment or any other payment due under this Charge/Mortgage is dishonored by the Chargee/Mortgagee's bank or in the event of late payment or non-payment, the Chargee/Mortgagee shall immediately be entitled to an administration fee of Two Hundred and Fifty (\$250.00) Dollars in addition to other remedies provided herein.

Service fee: In the event that the Chargee/Mortgagee is required or deems is advisable to make any payment in order to protect his/her security position including but not limited to realty taxes, insurance premiums, condominium common expenses, principal interest or costs under a prior mortgage it is agreed that such payment shall bear interest at Eighteen (18%) percent per annum, calculated and compounded monthly and that there shall be an administration fee of not less than \$250.00 for making each such payment or payments.

Discharge: Upon the balance due date of the principal and interest secured hereunder or any renewal thereof, the Chargor/Mortgagor shall be deemed to have requested the Chargee/Mortgagee's solicitor to prepare the discharge documents for this Charge/Mortgage and shall pay the following fees to the Chargee/Mortgagee's solicitor in addition to the legal fees and disbursements payable to the Chargee's/Mortgagee's solicitor.

1. Statement fee \$200;
2. Discharge preparation and execution fee \$250

Payment to discharge: The parties herein agree that payment to discharge the said Charge/Mortgage must be made by certified cheque or bank draft.

Non-payment of principal: The Chargor/Mortgagor covenants with the Chargee/Mortgagee that in the event of non-payment of the principal monies at the time or times provided herein, he shall not require the Chargee/Mortgagee to accept payment of the principal monies without first giving three (3) months previous notice in writing, or paying a bonus equal to three (3) months interest in advance on the principal monies, at the Chargee's/Mortgagee's option.

THIS IS EXHIBIT “R”

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

89A3A842911D42A...

A Commissioner for Taking Affidavits

Properties

PIN 58730 - 0303 LT
Description PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE
Address 320 MAPLEVIEW DRIVE
 BARRIE

PIN 58730 - 0304 LT
Description CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL
Address BARRIE

PIN 58730 - 0240 LT
Description PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE
Address 664 ESSA ROAD
 BARRIE

PIN 58730 - 0297 LT
Description PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE
Address 674 ESSA ROAD
 BARRIE

Applicant(s)

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

Name 2738283 ONTARIO INC.
Address for Service 5510 Ambler Drive, Suite 2,
 Mississauga, Ontario L4W 2V1
 I, Blake Larsen, have the authority to bind the corporation.

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

Name 2738284 ONTARIO INC.
Address for Service 5510 Ambler Drive, Suite 2,
 Mississauga, Ontario L4W 2V1
 I, Blake Larsen, have the authority to bind the corporation.

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

Name 2738285 ONTARIO INC.
Address for Service 5510 Ambler Drive, Suite 2,
 Mississauga, Ontario L4W 2V1
 I, Blake Larsen, have the authority to bind the corporation.

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

Party To(s)*Capacity**Share*

Name RPN FINANCE CORP.
Address for Service 406 North Service Road East, Suite 300, Oakville, Ontario
 L6H 5R2

Name 1938272 ONTARIO LIMITED
Address for Service 406 North Service Road East, Suite 300, Oakville, Ontario
 L6H 5R2

Statements

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

This notice may be deleted by the Land Registrar when the registered instrument, SC1680319 registered on 2020/05/13 to which this notice relates is deleted

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Robert Ramsin Pauls

255 Consumers Road, 5th Floor
 Toronto
 M2J 1R4acting for
 Applicant(s)

Signed 2020 05 13

Signed By

Tel 416-256-1600

Fax 855-353-5182

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

Robert Ramsin Pauls 255 Consumers Road, 5th Floor acting for Signed 2020 05 13
Toronto Party To(s)
M2J 1R4

Tel 416-256-1600

Fax 855-353-5182

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

Submitted By

DIAMOND & DIAMOND LAWYERS LLP 255 Consumers Road, 5th Floor 2020 05 13
Toronto
M2J 1R4

Tel 416-256-1600

Fax 855-353-5182

Fees/Taxes/Payment

Statutory Registration Fee \$65.05
Total Paid \$65.05

GENERAL ASSIGNMENT OF RENTS

THIS AGREEMENT made this 13th day of May, 2020.

BETWEEN:

2738283 Ontario Inc., 2738284 Ontario Inc. and 2738285 Ontario Inc.

hereinafter called the Assignors

OF THE FIRST PART

-and-

RPN Finance Corp. and 1938272 Ontario Limited

hereinafter called the Chargees

OF THE SECOND PART

Now therefore it is hereby covenanted, agreed and declared as follows:

1. In this agreement, unless there is something in the subject matter or context inconsistent therewith,
 - a. "Charge" means a charge of the Lands from the Assignors to the Chargees securing the principal sum of \$1,200,000.00 plus interest thereon, and any other monies which may become owing to the Lender under the Charge;
 - b. "Lands" means the lands and premises municipally described as 664 & 674 Essa Road, Barrie, Ontario and 320 & 366 Mapleview Road, Barrie, Ontario. The lands and premises also being PIN 58730-0303, 58730-0304, 58730-0240, and 58730-0297.
 - c. "Leases" includes:
 - i. every existing and future lease and agreement to lease in respect of the whole or any portion of the Lands;
 - ii. every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence;

- iii. every existing and future guarantee of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the Lands; and
 - iv. every existing and future assignment of, and agreement to assume, the obligations of tenants of the whole or any portion of the Lands;
 - d. "Rents" means all revenues, receipts, income, credits, deposits, rents, additional rents, tenant recoveries and other receivables of any nature and kind whatsoever arising from, payable under or related to the Leases, whether past due, now due or hereafter to become due and the benefit of all covenants of tenants, users, occupiers, licensees and guarantors under or in respect of the Leases.
- 2. The Chargees have registered a second Charge (the "Charge") against the Lands. The Assignors are the owners of the Property subject to the Charge and have agreed to enter into this agreement with the Chargees as collateral security for the due payment of the Charge;
- 3. The Assignors hereby assign to the Chargees, their successors and assigns (as security for the principal, interest, and other amounts secured by the Charge and until the monies due under and by virtue of the Charge have been fully paid and satisfied), (i) the Leases and all benefits and advantages to be derived therefrom with full power and authority to use the names of the Assignors or the owners from time to time of the Lands or the names of the Chargees, as the Chargees may elect in their sole discretion, for enforcing the covenants and agreements on the parts of the tenants contained therein, and (ii) the Rents, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment thereof in the name of the Assignors or the owners from time to time of the Lands or in the names of the Chargees, as the Chargees may elect in their sole discretion.
- 4. The Assignors hereby represent, warrant, covenant and agree that:
 - a. complete and true copies of all of the presently existing non-residential Leases have been delivered to the Chargees;
 - b. the Assignors will not without the prior written consent of the Chargees perform, or omit to perform, any act having the effect of terminating, cancelling or accepting surrender of any of the non-residential Leases or of waiving, releasing, reducing or abating any rights or remedies of the Assignors or any obligations of any other party thereunder or in connection therewith;
 - c. none of the non-residential Leases or the Assignor's rights thereunder, including the right to receive the Rents, will be altered, varied or amended;

- d. none of the Rents has been or will be paid more than one month in advance (except, if so provided in the lease or agreement, for payment of rent for the last month of the term) nor have they been discounted, released, waived, compromised or otherwise discharged;
 - e. there has been no default of a material nature which has not been remedied under any of the Leases by any of the parties thereto;
 - f. there is no outstanding dispute under any of the Leases by any party thereto; and
 - g. the Assignors will observe and perform all of the Assignors' obligations under each of the Leases.
5. Subject to the provisions of paragraph 3 above, the Assignors shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each of the Leases unless and until the Chargees shall give notice to the tenant, user, occupier, licensee or guarantor there under requiring payment to the Chargees.
6. Nothing contained herein or in any statute shall have the effect of making the Chargees, their successors or assigns, responsible for the collection of Rents or any of them or for the performance of the covenants, obligations or conditions under or in respect of the Leases or any of them to be observed or performed by the Assignors, and the Chargees shall not, by virtue of this agreement or their receipt of the Rents or any of them, become or be deemed a chargee in possession of the Lands or the charged premises and the Chargees shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Chargees shall be liable to account only for such monies as shall actually come into their hands, less all costs and expenses and other proper deductions.
7. The Assignors hereby agree to execute such further assurances as may be reasonably required by the Chargees from time to time to perfect this agreement and assignment. The Assignors will from time to time at the reasonable request of the Chargees furnish to the Chargees a copy of the current rent roll of the building on the Lands showing the basic terms of all Leases and, if requested by the Chargees, give the Chargees a specific assignment of the Rents thereunder in form satisfactory to the Chargees.
8. The Assignors further agree that the Assignors will not lease or agree to lease any part of the Lands except at a rent, on terms and conditions, and to tenants,


which are not less favourable or desirable than those which a prudent landlord would expect in respect of the premises to be leased.

- 9. The Assignors hereby agree to indemnify at all times and from time to time and save the Chargees harmless from any and all demands, claims, damages, actions, proceedings, lawsuits, costs, expenses, or payments incurred which the Chargees may sustain or incur by reason of the Assignors' failure to charge legal rents or by reason of successful rebate claims by any tenant under any lease in the building on the Lands or by any former tenant of the building and agree that all rents charged with respect to the Lands or any part thereof will be lawful rents pursuant to any applicable legislation from time to time respecting residential housing and further agree that they will file all items required to be filed by such legislation in a timely, accurate and complete way.
- 10. It is understood and agreed that this agreement and assignment is being taken as collateral security only for the due payment of any sum due under the Charge; and that none of the rights or remedies of the Chargees under the Charge shall be delayed or in any way prejudiced by these presents; and that following registration of a discharge of the Charge this agreement and assignment shall be of no further force or effect, and such discharge shall act as a release and reassignment of the assignments herein.
- 11. In this agreement words denoting the singular include the plural where appropriate and vice-versa and words denoting any gender include all genders.
- 12. This agreement and everything herein contained shall extend to, bind and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.


2738283 ONTARIO INC.

2738284 ONTARIO INC.

Per: 
 Name: Blake Larsen
 Title:

Per: 
 Name: Blake Larsen
 Title:

2738285 ONTARIO INC.

Per: 
 Name: Blake Larsen
 Title:

THIS IS EXHIBIT "S"

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

Daniel Richer

89A3A842911D42A...

A Commissioner for Taking Affidavits

Properties

<i>PIN</i>	58730 - 0304 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL		
<i>Address</i>	366 MAPLEVIEW DRIVE WEST BARRIE		
<i>PIN</i>	58730 - 0303 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE		
<i>Address</i>	320 MAPLEVIEW DRIVE BARRIE		
<i>PIN</i>	58730 - 0240 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE		
<i>Address</i>	664 ESSA ROAD BARRIE		
<i>PIN</i>	58730 - 0297 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE		
<i>Address</i>	674 ESSA ROAD BARRIE		

Chargor(s)

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

Name 2738283 ONTARIO INC.
Address for Service 366 Mapleview Dr. W., Barrie, Ontario
 I, Blake Larsen (A.S.O.), have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Name 2738284 ONTARIO INC.
Address for Service 366 Mapleview Dr. W., Barrie, Ontario
 I, Blake Larsen (A.S.O.), have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Name 2738285 ONTARIO INC.
Address for Service 366 Mapleview Dr. W., Barrie, Ontario
 I, Blake Larsen (A.S.O.), have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

Name COMPUTERSHARE TRUST COMPANY OF CANADA
Address for Service C/O EQUITYLINE SERVICES CORP.
 550 Hwy 7 Ave. E., Suite 338, Richmond Hill, Ontario L4B 3Z4

Statements

Schedule: 2738283 Ontario Inc. is the registered owner of PIN 58730-0303 and 58730-0304; 2738284 Ontario Inc. is the registered owner of PIN 58730-0240; 2738285 Ontario Inc. is the registered owner of PIN 58730-0297.

Provisions

<i>Principal</i>	\$250,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>	simple interest		
<i>Balance Due Date</i>	2021/04/01		
<i>Interest Rate</i>	12.00 % per annum		
<i>Payments</i>	\$2,500.00		
<i>Interest Adjustment Date</i>	2021 01 01		
<i>Payment Date</i>	1st of each month		
<i>First Payment Date</i>	2021 02 01		
<i>Last Payment Date</i>	2021 04 01		
<i>Standard Charge Terms</i>	200033		

Provisions

Insurance Amount Full insurable value
 Guarantor Blake Larsen

Additional Provisions

Any and All Terms and Conditions are as per the Mortgage Commitment.

Signed By

Igor Yurievich Demitchev 1000 Finch Ave West, Suite 505 acting for First 2020 12 03
 Toronto Chargor(s) Signed
 M3J 2V5

Tel 416-645-0960

Fax 416-645-0961

Igor Yurievich Demitchev 1000 Finch Ave West, Suite 505 acting for Last 2020 12 18
 Toronto Chargor(s) Signed
 M3J 2V5

Tel 416-645-0960

Fax 416-645-0961

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

Submitted By

IGOR DEMITCHEV 1000 Finch Ave West, Suite 505 2020 12 18
 Toronto
 M3J 2V5

Tel 416-645-0960

Fax 416-645-0961

Fees/Taxes/Payment

Statutory Registration Fee \$65.30

Total Paid \$65.30

File Number

Chargor Client File Number : 20ID0235

Chargee Client File Number : New 3rd

THIS IS EXHIBIT "T"

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:
Daniel Kicher
66A3A842811D42A...

A Commissioner for Taking Affidavits

Properties

PIN 58730 - 0297 LT *Interest/Estate* Fee Simple
Description PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE
Address 674 ESSA ROAD
 BARRIE

Chargor(s)

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

Name 2738285 ONTARIO INC.
Address for Service 5510 Ambler Drive
 Mississauga, ON
 L4W 2V1

I, Blake Larsen, have the authority to bind the corporation.

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

Chargee(s)*Capacity**Share*

Name SVN ARCHITECTS + PLANNERS INC. *Firm Name*
Address for Service 4th Fl., 110 Adelaide Street East
 Toronto, ON
 M5C 1K9

Provisions

Principal \$665,889.69 *Currency* CDN
Calculation Period monthly, not in advance
Balance Due Date On Demand
Interest Rate 5%
Payments
Interest Adjustment Date
Payment Date
First Payment Date
Last Payment Date
Standard Charge Terms 200033
Insurance Amount Full insurable value
Guarantor Blake Larsen

Signed By

Cameron Fredrick Paulikot 110 Adelaide Street East, 4th Floor acting for Signed 2021 03 29
 Toronto
 M5C 1K9 Chargor(s)

Tel 416-862-7072

Fax 416-862-7071

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

Submitted By

PAULIKOT LAW PROFESSIONAL CORPORATION 110 Adelaide Street East, 4th Floor 2021 03 29
 Toronto
 M5C 1K9

Tel 416-862-7072

Fax 416-862-7071

Fees/Taxes/Payment

Statutory Registration Fee \$65.30
Total Paid \$65.30

THIS IS EXHIBIT “U”

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:
Daniel Richer
66A9A842811D42A...

A Commissioner for Taking Affidavits

Properties

PIN 58730 - 0297 LT
Description PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE
Address 674 ESSA ROAD
 BARRIE

Applicant(s)

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

Name 2738285 ONTARIO INC.
Address for Service 5510 Ambler Drive
 Mississauga, ON
 L4W 2V1

I, Blake Larsen, have the authority to bind the corporation.

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

Party To(s)*Capacity**Share*

Name SVN ARCHITECTS + PLANNERS INC.
Address for Service 4th Fl., 110 Adelaide Street East
 Toronto, ON
 M5C 1K9

Statements

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

This notice may be deleted by the Land Registrar when the registered instrument, SC1766492 registered on 2021/03/29 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Cameron Fredrick Paulikot 110 Adelaide Street East, 4th Floor acting for Signed 2021 03 29
 Toronto Applicant(s)
 M5C 1K9

Tel 416-862-7072

Fax 416-862-7071

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

Cameron Fredrick Paulikot 110 Adelaide Street East, 4th Floor acting for Signed 2021 03 29
 Toronto Party To(s)
 M5C 1K9

Tel 416-862-7072

Fax 416-862-7071

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

Submitted By

PAULIKOT LAW PROFESSIONAL CORPORATION 110 Adelaide Street East, 4th Floor 2021 03 29
 Toronto
 M5C 1K9

Tel 416-862-7072

Fax 416-862-7071

Fees/Taxes/Payment

Statutory Registration Fee \$65.30
Total Paid \$65.30

GENERAL ASSIGNMENT OF RENTS

THIS AGREEMENT made this 20 day of March, 2021.

BETWEEN:

2738285 ONTARIO INC.

a corporation incorporated under the laws of the Province of Ontario

hereinafter called the Assignor

OF THE FIRST PART

-and-

SvN ARCHITECTS + PLANNERS INC.

a corporation incorporated under the laws of the Province of Ontario

hereinafter called the Chargee

OF THE SECOND PART

Now therefore it is hereby covenanted, agreed and declared as follows:

1. In this agreement, unless there is something in the subject matter or context inconsistent therewith,
 - a. "Charge" means a charge of the Lands from the Assignor to the Chargee securing the principal sum of \$665,889.69, and any other monies which may become owing to the Lender under the Charge;
 - b. "Lands" means the lands and premises described as Part Lot 4, Concession 12, Innisfil as in RO1244213; Barrie, municipally known as 674 Essa Road, Barrie, Ontario (the "Property").
 - c. "Leases" includes:
 - i. every existing and future lease and agreement to lease in respect of the whole or any portion of the Lands;
 - ii. every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence;


- iii. every existing and future guarantee of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the Lands; and
 - iv. every existing and future assignment of, and agreement to assume, the obligations of tenants of the whole or any portion of the Lands;
 - d. "Rents" means all revenues, receipts, income, credits, deposits, rents, additional rents, tenant recoveries and other receivables of any nature and kind whatsoever arising from, payable under or related to the Leases, whether past due, now due or hereafter to become due and the benefit of all covenants of tenants, users, occupiers, licensees and guarantors under or in respect of the Leases.
2. The Chargee has registered a second Charge (the "Charge") against the Lands. The Assignor is the owner of the Property subject to the Charge and has agreed to enter into this agreement with the Chargee as collateral security for the due payment of the Charge;
3. The Assignor hereby assigns to the Chargee, its successor and assign (as security for the principal, interest, and other amounts secured by the Charge and until the monies due under and by virtue of the Charge have been fully paid and satisfied), (i) the Leases and all benefits and advantages to be derived therefrom with full power and authority to use the name of the Assignor or the owner from time to time of the Lands or the name of the Chargee, as the Chargee may elect in its sole discretion, for enforcing the covenants and agreements on the parts of the tenants contained therein, and (ii) the Rents, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment thereof in the name of the Assignor or the owner from time to time of the Lands or in the name of the Chargee, as the Chargee may elect in its sole discretion.
4. The Assignor hereby represents, warrants, covenants and agrees that:
- a. complete and true copies of all of the presently existing non-residential Leases have been delivered to the Chargee;
 - b. the Assignor will not without the prior written consent of the Chargee perform, or omit to perform, any act having the effect of terminating, cancelling or accepting surrender of any of the non-residential Leases or of waiving, releasing, reducing or abating any rights or remedies of the Assignor or any obligations of any other party thereunder or in connection therewith;
 - c. none of the non-residential Leases or the Assignor's rights thereunder, including the right to receive the Rents, will be altered, varied or amended;
 - d. none of the Rents has been or will be paid more than one month in advance (except, if so provided in the lease or agreement, for payment of rent for the last month of the term) nor have they been discounted, released, waived, compromised or otherwise discharged;

- e. there has been no default of a material nature which has not been remedied under any of the Leases by any of the parties thereto;
 - f. there is no outstanding dispute under any of the Leases by any party thereto; and
 - g. the Assignor will observe and perform all of the Assignor's obligations under each of the Leases.
5. Subject to the provisions of paragraph 3 above, the Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each of the Leases unless and until the Chargee shall give notice to the tenant, user, occupier, licensee or guarantor there under requiring payment to the Chargee.
 6. Nothing contained herein or in any statute shall have the effect of making the Chargee, its successors or assigns, responsible for the collection of Rents or any of them or for the performance of the covenants, obligations or conditions under or in respect of the Leases or any of them to be observed or performed by the Assignor, and the Chargee shall not, by virtue of this agreement or its receipt of the Rents or any of them, become or be deemed a chargee in possession of the Lands or the charged premises and the Chargee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Chargee shall be liable to account only for such monies as shall actually come into its hands, less all costs and expenses and other proper deductions.
 7. The Assignor hereby agrees to execute such further assurances as may be reasonably required by the Chargee from time to time to perfect this agreement and assignment. The Assignor will from time to time at the reasonable request of the Chargee furnish to the Chargee a copy of the current rent roll of the building on the Lands showing the basic terms of all Leases and, if requested by the Chargee, give the Chargee a specific assignment of the Rents thereunder in form satisfactory to the Chargee.
 8. The Assignor further agrees that the Assignor will not lease or agree to lease any part of the Lands except at a rent, on terms and conditions, and to tenants, which are not less favourable or desirable than those which a prudent landlord would expect in respect of the premises to be leased.
 9. The Assignor hereby agrees to indemnify at all times and from time to time and save the Chargee harmless from any and all demands, claims, damages, actions, proceedings, lawsuits, costs, expenses, or payments incurred which the Chargee may sustain or incur by reason of the Assignor's failure to charge legal rents or by reason of successful rebate claims by any tenant under any lease in the building on the Lands or by any former tenant of the building and agrees that all rents charged with respect to the Lands or any part thereof will be lawful rents pursuant to any applicable legislation from time to time respecting

residential housing and further agrees that it will file all items required to be filed by such legislation in a timely, accurate and complete way.

10. It is understood and agreed that this agreement and assignment is being taken as collateral security only for the due payment of any sum due under the Charge; and that none of the rights or remedies of the Chargee under the Charge shall be delayed or in any way prejudiced by these presents; and that following registration of a discharge of the Charge this agreement and assignment shall be of no further force or effect, and such discharge shall act as a release and reassignment of the assignments herein.
11. In this agreement words denoting the singular include the plural where appropriate and vice-versa and words denoting any gender include all genders.
12. This agreement and everything herein contained shall extend to, bind and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

2738285 ONTARIO INC.

Per: 
Name: Blake Larsen
Title: President

I have authority to bind the corporation.

THIS IS EXHIBIT “V”

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

Daniel Richer

89A3A842911D42A...

A Commissioner for Taking Affidavits

Properties

<i>PIN</i>	58730 - 0303 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE		
<i>Address</i>	320 MAPLEVIEW DRIVE BARRIE		
<i>PIN</i>	58730 - 0304 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL		
<i>Address</i>	366 MAPLEVIEW DRIVE WEST BARRIE		
<i>PIN</i>	58730 - 0240 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE		
<i>Address</i>	664 ESSA ROAD BARRIE		
<i>PIN</i>	58730 - 0297 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE		
<i>Address</i>	674 ESSA ROAD BARRIE		

Chargor(s)

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

Name 2738283 ONTARIO INC.
Address for Service P.O. Box 245, Station A
Abbotsford, British Columbia
V2T 6Z6

I, Blake Larsen, have the authority to bind the corporation.

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

Name 2738284 ONTARIO INC.
Address for Service P.O. Box 245, Station A
Abbotsford, British Columbia
V2T 6Z6

I, Blake Larsen, have the authority to bind the corporation.

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

Name 2738285 ONTARIO INC.
Address for Service P.O. Box 245, Station A
Abbotsford, British Columbia
V2T 6Z6

I, Blake Larsen, have the authority to bind the corporation.

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

Chargee(s)*Capacity**Share*

Name DARE, JOHN
Address for Service 241 Applewood Crescent
Unit 9
Concord, Ontario
L4K 4E6

Provisions

<i>Principal</i>	\$160,986.22	<i>Currency</i>	CDN
<i>Calculation Period</i>	Monthly, not in advance		
<i>Balance Due Date</i>	2022/06/16		
<i>Interest Rate</i>	5.00% per annum		
<i>Payments</i>	\$941.11		
<i>Interest Adjustment Date</i>	2021 06 16		
<i>Payment Date</i>	16th day of each and every month		
<i>First Payment Date</i>	2021 07 16		

Provisions

<i>Last Payment Date</i>	2022 06 16
<i>Standard Charge Terms</i>	200033
<i>Insurance Amount</i>	Full insurable value
<i>Guarantor</i>	BLAKE LARSEN, PETROMAXX CONSTRUCTION (ON) LLP, PETROMAXX MANAGEMENT LLP, PETROMAXX CONSTRUCTION LTD. and MILL STREET VENTURES GP

Additional Provisions

The Guarantors are BLAKE LARSEN, PETROMAXX CONSTRUCTION (ON) LLP, PETROMAXX MANAGEMENT LLP, PETROMAXX CONSTRUCTION LTD. and MILL STREET VENTURES GP LTD.

Signed By

John Dare	241 Applewood Crescent Unit 9 Concord L4K 4E6	acting for Chargor(s)	Signed	2021 07 12
-----------	---	--------------------------	--------	------------

Tel 905-266-0772

Fax 905-266-0773

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

Submitted By

JOHN DARE BARRISTER & SOLICITOR	241 Applewood Crescent Unit 9 Concord L4K 4E6	2021 07 12
---------------------------------	---	------------

Tel 905-266-0772

Fax 905-266-0773

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$65.30
<i>Total Paid</i>	\$65.30

File Number

Chargor Client File Number : 2738283 ON PR97408 DARE

THIS IS EXHIBIT “W”

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:
Daniel Kieher
66A3A842811D42A...

A Commissioner for Taking Affidavits

Properties

PIN 58730 - 0303 LT
Description PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE
Address 320 MAPLEVIEW DRIVE
 BARRIE

PIN 58730 - 0304 LT
Description CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL
Address 366 MAPLEVIEW DRIVE WEST
 BARRIE

PIN 58730 - 0240 LT
Description PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE
Address 664 ESSA ROAD
 BARRIE

PIN 58730 - 0297 LT
Description PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE
Address 674 ESSA ROAD
 BARRIE

Applicant(s)

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

Name 2738283 ONTARIO INC.
Address for Service P.O. Box 245, Station A
 Abbotsford, British Columbia
 V2T 6Z6

I, Blake Larsen, have the authority to bind the corporation.

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

Name 2738284 ONTARIO INC.
Address for Service P.O. Box 245, Station A
 Abbotsford, British Columbia
 V2T 6Z6

I, Blake Larsen, have the authority to bind the corporation.

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

Name 2738285 ONTARIO INC.
Address for Service P.O. Box 245, Station A
 Abbotsford, British Columbia
 V2T 6Z6

I, Blake Larsen, have the authority to bind the corporation.

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

Party To(s)*Capacity**Share*

Name DARE, JOHN
Address for Service 241 Applewood Crescent
 Unit 9
 Concord, Ontario
 L4K 4E6

Statements

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

This notice may be deleted by the Land Registrar when the registered instrument, SC1802963 registered on 2021/07/12 to which this notice relates is deleted

Schedule: See Schedules

Signed By

John Dare 241 Applewood Crescent Unit 9 acting for Signed 2021 07 12
Concord Applicant(s)
L4K 4E6

Tel 905-266-0772

Fax 905-266-0773

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

John Dare 241 Applewood Crescent Unit 9 acting for Signed 2021 07 12
Concord Party To(s)
L4K 4E6

Tel 905-266-0772

Fax 905-266-0773

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

Submitted By

JOHN DARE BARRISTER & SOLICITOR 241 Applewood Crescent Unit 9 2021 07 12
Concord
L4K 4E6

Tel 905-266-0772

Fax 905-266-0773

Fees/Taxes/Payment

Statutory Registration Fee \$65.30

Total Paid \$65.30

File Number

Party To Client File Number : DARE PR97408

GENERAL ASSIGNMENT OF RENTS

THIS AGREEMENT made this 7 day of July, 2021.

BETWEEN:

2738283 Ontario Inc., 2738284 Ontario Inc. and 2738285 Ontario Inc.

hereinafter called the Assignors

OF THE FIRST PART

-and-

**JOHN DARE BARRISTER & SOLICITOR
AND JOHN DARE**

hereinafter called the Chargee

OF THE SECOND PART

Now therefore it is hereby covenanted, agreed and declared as follows:

1. In this agreement, unless there is something in the subject matter or context inconsistent therewith,
 - a. "Charge" means a charge of the Lands from the Assignors to the Chargee securing the principal sum of \$160,986.22 plus interest thereon, and any other monies which may become owing to the Lender under the Charge;
 - b. "Leases" includes:
 - i. every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence;
 - ii. every existing and future guarantee of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the Lands; and
 - iii. every existing and future assignment of, and agreement to assume, the obligations of tenants of the whole or any portion of the Lands;

- c. "Rents" means all revenues, receipts, income, credits, deposits, rents, additional rents, tenant recoveries and other receivables of any nature and kind whatsoever arising from, payable under or related to the Leases, whether past due, now due or hereafter to become due and the benefit of all covenants of tenants, users, occupiers, licensees and guarantors under or in respect of the Leases.
2. The Chargee has registered a fourth Charge (the "Charge") against the Lands. The Assignors are the owners of the Property subject to the Charge and have agreed to enter into this agreement with the Chargee as collateral security for the due payment of the Charge;
3. The Assignors hereby assign to the Chargee, its successor and assign (as security for the principal, interest, and other amounts secured by the Charge and until the monies due under and by virtue of the Charge have been fully paid and satisfied), (i) the Leases and all benefits and advantages to be derived therefrom with full power and authority to use the names of the Assignors or the owners from time to time of the Lands or the name of the Chargee, as the Chargee may elect in its sole discretion, for enforcing the covenants and agreements on the parts of the tenants contained therein, and (ii) the Rents, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment thereof in the name of the Assignors or the owners from time to time of the Lands or in the name of the Chargee, as the Chargee may elect in its sole discretion.
4. The Assignors hereby represent, warrant, covenant and agree that:
 - a. complete and true copies of all of the presently existing non-residential Leases have been delivered to the Chargee;
 - b. the Assignors will not without the prior written consent of the Chargee perform, or omit to perform, any act having the effect of terminating, cancelling or accepting surrender of any of the non-residential Leases or of waiving, releasing, reducing or abating any rights or remedies of the Assignors or any obligations of any other party thereunder or in connection therewith;
 - c. none of the non-residential Leases or the Assignor's rights thereunder, including the right to receive the Rents, will be altered, varied or amended;
 - d. none of the Rents has been or will be paid more than one month in advance (except, if so provided in the lease or agreement, for payment of rent for the last month of the term) nor have they been discounted, released, waived, compromised or otherwise discharged;
 - e. there has been no default of a material nature which has not been remedied under any of the Leases by any of the parties thereto;
 - f. there is no outstanding dispute under any of the Leases by any party thereto; and


- g. the Assignors will observe and perform all of the Assignors' obligations under each of the Leases.
5. Subject to the provisions of paragraph 3 above, the Assignors shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each of the Leases unless and until the Chargee shall give notice to the tenant, user, occupier, licensee or guarantor there under requiring payment to the Chargee.
 6. Nothing contained herein or in any statute shall have the effect of making the Chargee, its successors or assigns, responsible for the collection of Rents or any of them or for the performance of the covenants, obligations or conditions under or in respect of the Leases or any of them to be observed or performed by the Assignors, and the Chargee shall not, by virtue of this agreement or its receipt of the Rents or any of them, become or be deemed a chargee in possession of the Lands or the charged premises and the Chargee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Chargee shall be liable to account only for such monies as shall actually come into its hands, less all costs and expenses and other proper deductions.
 7. The Assignors hereby agree to execute such further assurances as may be reasonably required by the Chargee from time to time to perfect this agreement and assignment. The Assignors will from time to time at the reasonable request of the Chargee furnish to the Chargee a copy of the current rent roll of the building on the Lands showing the basic terms of all Leases and, if requested by the Chargee, give the Chargee a specific assignment of the Rents thereunder in form satisfactory to the Chargee.
 8. The Assignors further agree that the Assignors will not lease or agree to lease any part of the Lands except at a rent, on terms and conditions, and to tenants, which are not less favourable or desirable than those which a prudent landlord would expect in respect of the premises to be leased.
 9. The Assignors hereby agree to indemnify at all times and from time to time and save the Chargee harmless from any and all demands, claims, damages, actions, proceedings, lawsuits, costs, expenses, or payments incurred which the Chargee may sustain or incur by reason of the Assignors' failure to charge legal rents or by reason of successful rebate claims by any tenant under any lease in the building on the Lands or by any former tenant of the building and agree that all rents charged with respect to the Lands or any part thereof will be lawful rents pursuant to any applicable legislation from time to time respecting residential housing and further agree that they will file all items required to be filed by such legislation in a timely, accurate and complete way.
 10. It is understood and agreed that this agreement and assignment is being taken as collateral security only for the due payment of any sum due under the Charge; and that none of the rights or remedies of the Chargee under the Charge shall be delayed or in any way

prejudiced by these presents; and that following registration of a discharge of the Charge this agreement and assignment shall be of no further force or effect, and such discharge shall act as a release and reassignment of the assignments herein.

- 11. In this agreement words denoting the singular include the plural where appropriate and vice-versa and words denoting any gender include all genders.
- 12. This agreement and everything herein contained shall extend to, bind and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

WITNESSES:

2738283 ONTARIO INC.

Per: 
Name: Blake Larsen
Title: President

2738284 ONTARIO INC.

Per: 
Name: Blake Larsen
Title: President


2738285 Ontario Inc.

Per: 
Name: Blake Larsen
Title: President

THIS IS EXHIBIT "X"

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:
Daniel Kieker
66A3A842811D42A...

A Commissioner for Taking Affidavits

Properties

<i>PIN</i>	58730 - 0303 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE		
<i>Address</i>	320 MAPLEVIEW DRIVE BARRIE		
<i>PIN</i>	58730 - 0304 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL		
<i>Address</i>	366 MAPLEVIEW DRIVE WEST BARRIE		
<i>PIN</i>	58730 - 0240 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE		
<i>Address</i>	664 ESSA ROAD BARRIE		
<i>PIN</i>	58730 - 0297 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE		
<i>Address</i>	674 ESSA ROAD BARRIE		

Chargor(s)

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

Name 2738283 ONTARIO INC.
Address for Service P.O. Box 245, Station A
Abbotsford, British Columbia
V2T 6Z6

I, Blake Larsen, have the authority to bind the corporation.

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

Name 2738284 ONTARIO INC.
Address for Service P.O. Box 245, Station A
Abbotsford, British Columbia
V2T 6Z6

I, Blake Larsen, have the authority to bind the corporation.

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

Name 2738285 ONTARIO INC.
Address for Service P.O. Box 245, Station A
Abbotsford, British Columbia
V2T 6Z6

I, Blake Larsen, have the authority to bind the corporation.

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

Chargee(s)*Capacity**Share*

Name LARSEN, MARIA LOUISE
Address for Service 2608 Blackham Drive
Abbotsford, British Columbia
V2S 7J5

Provisions

<i>Principal</i>	\$2,500,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>	Monthly, not in advance		
<i>Balance Due Date</i>	2022/08/01		
<i>Interest Rate</i>	2.0% per annum		
<i>Payments</i>	\$10,596.36		
<i>Interest Adjustment Date</i>	2021 08 01		
<i>Payment Date</i>	First day of each month		
<i>First Payment Date</i>	2021 09 01		

Provisions

Last Payment Date 2022 08 01
 Standard Charge Terms 200033
 Insurance Amount Full insurable value
 Guarantor BLAKE LARSEN, PETROMAXX CONSTRUCTION (ON) LLP,
 PETROMAXX MANAGEMENT LLP, PETROMAXX CONSTRUCTION
 LTD. and MILL STREET VENTURES GP

Additional Provisions

The Guarantors are BLAKE LARSEN, PETROMAXX CONSTRUCTION (ON) LLP, PETROMAXX MANAGEMENT LLP, PETROMAXX CONSTRUCTION LTD. and MILL STREET VENTURES GP LTD.

Signed By

John Dare 241 Applewood Crescent Unit 9 acting for Signed 2021 07 12
 Concord Chargor(s)
 L4K 4E6

Tel 905-266-0772

Fax 905-266-0773

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

Submitted By

JOHN DARE BARRISTER & SOLICITOR 241 Applewood Crescent Unit 9 2021 07 12
 Concord
 L4K 4E6

Tel 905-266-0772

Fax 905-266-0773

Fees/Taxes/Payment

Statutory Registration Fee \$65.30
 Total Paid \$65.30

File Number

Chargor Client File Number : 2738283 ON
 Chargee Client File Number : LARSEN PR97302 DARE

THIS IS EXHIBIT “Y”

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

66A3A842811D42A...

A Commissioner for Taking Affidavits

Properties

PIN 58730 - 0303 LT
Description PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE
Address 320 MAPLEVIEW DRIVE
 BARRIE

PIN 58730 - 0304 LT
Description CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL
Address 366 MAPLEVIEW DRIVE WEST
 BARRIE

PIN 58730 - 0240 LT
Description PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE
Address 664 ESSA ROAD
 BARRIE

PIN 58730 - 0297 LT
Description PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE
Address 674 ESSA ROAD
 BARRIE

Applicant(s)

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

Name 2738283 ONTARIO INC.
Address for Service P.O. Box 245, Station A
 Abbotsford, British Columbia
 V2T 6Z6

I, Blake Larsen, A.S.O., have the authority to bind the corporation.

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

Name 2738284 ONTARIO INC.
Address for Service P.O. Box 245, Station A
 Abbotsford, British Columbia
 V2T 6Z6

I, Blake Larsen, A.S.O., have the authority to bind the corporation.

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

Name 2738285 ONTARIO INC.
Address for Service P.O. Box 245, Station A
 Abbotsford, British Columbia
 V2T 6Z6

I, Blake Larsen, A.S.O., have the authority to bind the corporation.

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

Party To(s)*Capacity**Share*

Name LARSEN, MARIA LOUISE
Address for Service 2608 Blackham Drive
 Abbotsford, British Columbia
 V2S 7J5

Statements

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

This notice may be deleted by the Land Registrar when the registered instrument, SC1802966 registered on 2021/07/12 to which this notice relates is deleted

Schedule: See Schedules

Signed By

John Dare

241 Applewood Crescent Unit 9
 Concord
 L4K 4E6acting for
 Applicant(s)

Signed 2021 07 12

Signed By

Tel 905-266-0772

Fax 905-266-0773

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

John Dare	241 Applewood Crescent Unit 9 Concord L4K 4E6	acting for Party To(s)	Signed	2021 07 12
-----------	---	---------------------------	--------	------------

Tel 905-266-0772

Fax 905-266-0773

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

Submitted By

JOHN DARE BARRISTER & SOLICITOR	241 Applewood Crescent Unit 9 Concord L4K 4E6	2021 07 12
---------------------------------	---	------------

Tel 905-266-0772

Fax 905-266-0773

Fees/Taxes/Payment

Statutory Registration Fee	\$65.30
Total Paid	\$65.30

File Number

Party To Client File Number : LARSEN PR97302 DARE

GENERAL ASSIGNMENT OF RENTS

THIS AGREEMENT made this 7 day of July, 2021.

BETWEEN:

2738283 Ontario Inc., 2738284 Ontario Inc. and 2738285 Ontario Inc..

hereinafter called the Assignors

OF THE FIRST PART

-and-

Maria Louise LARSEN

hereinafter called the Chargee

OF THE SECOND PART

Now therefore it is hereby covenanted, agreed and declared as follows:

1. In this agreement, unless there is something in the subject matter or context inconsistent therewith,
 - a. "Charge" means a charge of the Lands from the Assignors to the Chargee securing the principal sum of \$2,500,000.00 plus interest thereon, and any other monies which may become owing to the Lender under the Charge;
 - b. "Leases" includes:
 - i. every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence;
 - ii. every existing and future guarantee of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the Lands; and
 - iii. every existing and future assignment of, and agreement to assume, the obligations of tenants of the whole or any portion of the Lands;
 - c. "Rents" means all revenues, receipts, income, credits, deposits, rents, additional rents, tenant recoveries and other receivables of any nature and kind whatsoever

arising from, payable under or related to the Leases, whether past due, now due or hereafter to become due and the benefit of all covenants of tenants, users, occupiers, licensees and guarantors under or in respect of the Leases.

2. The Chargee has registered a fourth Charge (the "Charge") against the Lands. The Assignors are the owners of the Property subject to the Charge and have agreed to enter into this agreement with the Chargee as collateral security for the due payment of the Charge;
3. The Assignors hereby assign to the Chargee, her successor and assign (as security for the principal, interest, and other amounts secured by the Charge and until the monies due under and by virtue of the Charge have been fully paid and satisfied), (i) the Leases and all benefits and advantages to be derived therefrom with full power and authority to use the names of the Assignors or the owners from time to time of the Lands or the name of the Chargee, as the Chargee may elect in her sole discretion, for enforcing the covenants and agreements on the parts of the tenants contained therein, and (ii) the Rents, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment thereof in the name of the Assignors or the owners from time to time of the Lands or in the name of the Chargee, as the Chargee may elect in her sole discretion.
4. The Assignors hereby represent, warrant, covenant and agree that:
 - a. complete and true copies of all of the presently existing non-residential Leases have been delivered to the Chargee;
 - b. the Assignors will not without the prior written consent of the Chargee perform, or omit to perform, any act having the effect of terminating, cancelling or accepting surrender of any of the non-residential Leases or of waiving, releasing, reducing or abating any rights or remedies of the Assignors or any obligations of any other party thereunder or in connection therewith;
 - c. none of the non-residential Leases or the Assignor's rights thereunder, including the right to receive the Rents, will be altered, varied or amended;
 - d. none of the Rents has been or will be paid more than one month in advance (except, if so provided in the lease or agreement, for payment of rent for the last month of the term) nor have they been discounted, released, waived, compromised or otherwise discharged;
 - e. there has been no default of a material nature which has not been remedied under any of the Leases by any of the parties thereto;
 - f. there is no outstanding dispute under any of the Leases by any party thereto; and

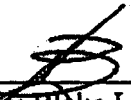
- g. the Assignors will observe and perform all of the Assignors' obligations under each of the Leases.
5. Subject to the provisions of paragraph 3 above, the Assignors shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each of the Leases unless and until the Chargee shall give notice to the tenant, user, occupier, licensee or guarantor there under requiring payment to the Chargee.
 6. Nothing contained herein or in any statute shall have the effect of making the Chargee, her successors or assigns, responsible for the collection of Rents or any of them or for the performance of the covenants, obligations or conditions under or in respect of the Leases or any of them to be observed or performed by the Assignors, and the Chargee shall not, by virtue of this agreement or her receipt of the Rents or any of them, become or be deemed a chargee in possession of the Lands or the charged premises and the Chargee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Chargee shall be liable to account only for such monies as shall actually come into her hands, less all costs and expenses and other proper deductions.
 7. The Assignors hereby agree to execute such further assurances as may be reasonably required by the Chargee from time to time to perfect this agreement and assignment. The Assignors will from time to time at the reasonable request of the Chargee furnish to the Chargee a copy of the current rent roll of the building on the Lands showing the basic terms of all Leases and, if requested by the Chargee, give the Chargee a specific assignment of the Rents thereunder in form satisfactory to the Chargee.
 8. The Assignors further agree that the Assignors will not lease or agree to lease any part of the Lands except at a rent, on terms and conditions, and to tenants, which are not less favourable or desirable than those which a prudent landlord would expect in respect of the premises to be leased.
 9. The Assignors hereby agree to indemnify at all times and from time to time and save the Chargee harmless from any and all demands, claims, damages, actions, proceedings, lawsuits, costs, expenses, or payments incurred which the Chargee may sustain or incur by reason of the Assignors' failure to charge legal rents or by reason of successful rebate claims by any tenant under any lease in the building on the Lands or by any former tenant of the building and agree that all rents charged with respect to the Lands or any part thereof will be lawful rents pursuant to any applicable legislation from time to time respecting residential housing and further agree that they will file all items required to be filed by such legislation in a timely, accurate and complete way.
 10. It is understood and agreed that this agreement and assignment is being taken as collateral security only for the due payment of any sum due under the Charge; and that none of the rights or remedies of the Chargee under the Charge shall be delayed or in any way prejudiced by these presents; and that following registration of a discharge of the Charge

this agreement and assignment shall be of no further force or effect, and such discharge shall act as a release and reassignment of the assignments herein.

11. In this agreement words denoting the singular include the plural where appropriate and vice-versa and words denoting any gender include all genders.
12. This agreement and everything herein contained shall extend to, bind and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

WITNESSES:

2738283 ONTARIO INC.

Per: 
Name: Blake Larsen
Title: President

2738284 ONTARIO INC.

Per: 
Name: Blake Larsen
Title: President

2738285 ONTARIO INC..

Per: 
Name: BLAKE LARSEN
Title:

/

THIS IS EXHIBIT “Z”

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

66A9A842811D42A...

A Commissioner for Taking Affidavits



REPLY TO: DOUG BOURASSA
FILE NO.: 66372
DIRECT: 416-218-1145
FAX: 416-218-1845
EMAIL: doug@chaitons.com

August 6, 2020

VIA REGISTERED MAIL AND EMAIL TO blake@petromaxx.ca

2738283 Ontario Inc.
2738284 Ontario Inc.
2738285 Ontario Inc.
5510 Ambler Drive
Suite #2
Mississauga, ON L4W 2V1

Attn: Blake Larsen

Re: 2252841 Ontario Inc., 2252842 Ontario Inc. and 2217467 Ontario Inc. (the "Lenders") first mortgage from 2738283 Ontario Inc., 2738284 Ontario Inc. and 2738285 Ontario Inc. (the "Borrowers"), 664 Essa Road & 674 Essa Road and 320 Mapleview Drive West & 366 Mapleview Drive West (aka 692 Essa Road), Barrie, Ontario (collectively, the "Property")

Dear Mr. Larsen,

We are litigation counsel to the Lenders in respect of the mortgage registered as Instrument no. SC1680318 (the "**Mortgage**") against title to the Property.

Pursuant to section 1 of the Schedule to the Mortgage, a payment of \$7,250,000.00 was due to be paid by the Borrowers to the Lenders on or before July 30, 2020.

The Borrowers have defaulted on the payment of the July Principal Payment (as that term is defined in the Mortgage).

This correspondence is written notice of the default by the Borrowers in payment of all or any portion of the indebtedness when due. Should the default not be rectified within 5 days of this correspondence, the failure to pay will constitute an Event of Default as defined in the Mortgage.

The Lenders intend to enforce their rights pursuant to the Mortgage and any related security as they see fit, in their sole and unfettered discretion.

Kindly govern yourselves accordingly.

Yours truly,
CHAITONS LLP

Doug Bourassa
PARTNER

DB/lc

THIS IS EXHIBIT "AA"

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

66A3A842811D42A...

A Commissioner for Taking Affidavits

NOTICE OF SALE UNDER CHARGE/MORTGAGE OF LAND

TO: THE PARTIES NAMED IN SCHEDULE "A" ATTACHED HERETO

TAKE NOTICE that default has been made in covenants contained under a certain charge/mortgage of land dated May 13, 2020 made between:

2738283 ONTARIO INC., 2738284 ONTARIO INC. and 2738285 ONTARIO INC.

as Chargors

- and -

**2252841 ONTARIO INC., 2252842 ONTARIO INC. and 2217467
ONTARIO INC.**

as Chargees

on the security of:

CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL
BEING PT 1PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2
PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL

PIN 58730- 0304 LT
Land Titles Division of Simcoe (No. 51)

Address: 366 Mapleview Drive West (aka 692 Essa Road), Barrie

PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730,
PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T
RO1272147; BARRIE

PIN 58730- 0303 LT
Land Titles Division of Simcoe (No. 51)

Address: 320 Mapleview Drive West, Barrie

PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988;
BARRIE

PIN 58730- 0240 LT
Land Titles Division of Simcoe (No. 51)

Address: 664 Essa Road, Barrie

PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND
PT251R33177; S/T RO1272150; BARRIE

PIN 58730- 0297 LT
Land Titles Division of Simcoe (No. 51)

Address: 674 Essa Road, Barrie

which charge/mortgage of land was registered on May 13, 2020 in the Land Registry
Office for the Land Titles Division of Simcoe (No. 51) as Instrument No. SC1680318

AND WE hereby give you notice that the amount due on the charge/mortgage for principal, interest, insurance costs, lenders fees, prepayment fee, and costs respectively, are made up as follows:

Principal #1	\$12,250,000.00
Principal #2	\$750,000.00
Interest on Principal #1 from May 13, 2020 to September 11, 2020 (122 Days)	\$368,506.85
Interest on Missed Payment on Principal #1 (43 Days)	\$2,562.09
Interest on Principal #2 from July 31, 2020 to September 11, 2020 (43 Days)	\$7,952.05
Three Months Interest	\$292,500.00
Legal fees up to issuance of notice of sale	\$7,345.00
Total	\$13,678,865.99

(such amount for costs being up to and including the service of the notice only and thereafter such further costs and disbursements will be charged as may be proper) together with interest at the rate of 9.0% per annum, on the principal, interest and costs hereinbefore mentioned, from September 11, 2020 to the date of payment.

AND UNLESS the said sums are paid on or before **October 17, 2020** the undersigned shall sell the property covered by the said charge/mortgage of land under the provisions contained in it. This Notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

DATED at Toronto, Ontario, this 11th day of September, 2020.

2252841 ONTARIO INC., 2252842 ONTARIO INC. AND 2217467 ONTARIO INC. by their solicitors

Chaitons LLP

Per: _____

Doug Bourassa
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9
Tel: (416) 222-8888
Fax: (416) 222-8402

SCHEDULE "A"

PARTIES TO WHOM THIS NOTICE IS SERVED:

2738283 ONTARIO INC.
Suite #2
5510 Ambler Drive
Mississauga, ON L4W 2V1

2738284 ONTARIO INC
Suite #2
5510 Ambler Drive
Mississauga, ON L4W 2V1

2738285 ONTARIO INC.
Suite #2
5510 Ambler Drive
Mississauga, ON L4W 2V1

RPN FINANCE CORP.
406 North Service Road East
Suite 300
Oakville, ON L6H 5R2

1938272 ONTARIO LIMITED
406 North Service Road East
Suite 300
Oakville, ON L6H 5R2

Canada Postes
Post Canada

Registration Receipt (Bulk)

Récépissé de recommandation (en nombre)

This receipt is necessary if enquiry is desired.

A presaire en cas de réclamation

Mailed By (Name and address of firm)	Dépose par (Nom et adresse de la maison expeditrice)	Stamp of Firm	Timbre ce la maison expeditrice	Date Stamp	Timbre a date of Post Office	du bureau de poste
Chaitons LLP 5000 Yonge Street, 10th Floor Toronto, Ontario M2N 7E9 #66372 (NOS)						
Fragile and perishable articles are not indemnified against damage. Indemnity and REGISTRATION FEES information is available on request at the Post Office.		Aucune indemnité ne sera versée pour l'avance d'un objet fragile ou périssable. Vous pouvez obtenir des renseignements sur les indemnités versées et les DROITS DE RECOMMANDATION en vous adressant à votre bureau de poste.				

Number Numero	
	2738283 ONTARIO INC. Suite #2 5510 Ambler Drive Mississauga, ON L4W 2V1
	2738284 ONTARIO INC Suite #2 5510 Ambler Drive Mississauga, ON L4W 2V1
	2738285 ONTARIO INC. Suite #2 5510 Ambler Drive Mississauga, ON L4W 2V1
	RPN FINANCE CORP. 406 North Service Road East Suite 300 Oakville, ON L6H 5R2
	1938272 ONTARIO LIMITED 406 North Service Road East Suite 300 Oakville, ON L6H 5R2

THIS IS EXHIBIT “BB”

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:
Daniel Richer
66A3A842811D42A...

A Commissioner for Taking Affidavits

NOTICE OF INTENTION TO ENFORCE SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

TO: 2738283 ONTARIO INC., an insolvent person,

Take notice that:

1. 2252841 ONTARIO INC., 2252842 ONTARIO INC. and 2217467 ONTARIO INC., who are secured creditors, intend to enforce their security on any and all property of the insolvent person, including the following:

PIN 58730- 0304 LT

PIN 58730- 0303 LT

PIN 58730- 0240 LT

PIN 58730- 0297 LT

2. The security that is to be enforced is in the form of a Charge/Mortgage of Land in the principal amount of \$13,000,000, registered against title to the properties municipally known as 664 Essa Road, 674 Essa Road, 320 Mapleview Drive West and 366 Mapleview Drive West (aka 692 Essa Road), Barrie (collectively, the "Property") on May 13, 2020 as Instrument No. SC1680318 and any other security granted in connection with the indebtedness of the Borrower to the Lender (collectively, the "Security").
3. The total amount of indebtedness secured by the Security as at September 11, 2020 is \$13,678,865.99 plus costs.
4. The secured creditors will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 11th day of September, 2020.

2252841 ONTARIO INC., 2252842 ONTARIO INC.
and 2217467 ONTARIO INC.

By their solicitors, Chaitons LLP

Doug Bourassa

(computer generated signature)

Doug Bourassa

NOTICE OF INTENTION TO ENFORCE SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

TO: 2738284 ONTARIO INC., an insolvent person,

Take notice that:

1. 2252841 ONTARIO INC., 2252842 ONTARIO INC. and 2217467 ONTARIO INC., who are secured creditors, intend to enforce their security on any and all property of the insolvent person, including the following:

PIN 58730- 0304 LT

PIN 58730- 0303 LT

PIN 58730- 0240 LT

PIN 58730- 0297 LT

2. The security that is to be enforced is in the form of a Charge/Mortgage of Land in the principal amount of \$13,000,000, registered against title to the properties municipally known as 664 Essa Road, 674 Essa Road, 320 Mapleview Drive West and 366 Mapleview Drive West (aka 692 Essa Road), Barrie (collectively, the "Property") on May 13, 2020 as Instrument No. SC1680318 and any other security granted in connection with the indebtedness of the Borrower to the Lender (collectively, the "Security").
3. The total amount of indebtedness secured by the Security as at September 11, 2020 is \$13,678,865.99 plus costs.
4. The secured creditors will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 11th day of September, 2020.

2252841 ONTARIO INC., 2252842 ONTARIO INC.
and 2217467 ONTARIO INC.

By their solicitors, Chaitons LLP

Doug Bourassa

(computer generated signature)

Doug Bourassa

NOTICE OF INTENTION TO ENFORCE SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

TO: 2738285 ONTARIO INC., an insolvent person,

Take notice that:

1. 2252841 ONTARIO INC., 2252842 ONTARIO INC. and 2217467 ONTARIO INC., who are secured creditors, intend to enforce their security on any and all property of the insolvent person, including the following:

PIN 58730- 0304 LT
PIN 58730- 0303 LT
PIN 58730- 0240 LT
PIN 58730- 0297 LT
2. The security that is to be enforced is in the form of a Charge/Mortgage of Land in the principal amount of \$13,000,000, registered against title to the properties municipally known as 664 Essa Road, 674 Essa Road, 320 Mapleview Drive West and 366 Mapleview Drive West (aka 692 Essa Road), Barrie (collectively, the "Property") on May 13, 2020 as Instrument No. SC1680318 and any other security granted in connection with the indebtedness of the Borrower to the Lender (collectively, the "Security").
3. The total amount of indebtedness secured by the Security as at September 11, 2020 is \$13,678,865.99 plus costs.
4. The secured creditors will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 11th day of September, 2020.

2252841 ONTARIO INC., 2252842 ONTARIO INC.
and 2217467 ONTARIO INC.
By their solicitors, Chaitons LLP

Doug Bourassa

(computer generated signature)

Doug Bourassa

THIS IS EXHIBIT "CC"

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

89A3A842911D42A...

A Commissioner for Taking Affidavits

FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

333 Bay Street, Suite 2400
P.O. Box 20
Toronto, Ontario M5H 2T6
Canada

T +1 416 366 8381
+1 800 268 8424
F +1 416 364 7813
fasken.com

August 20, 2021
File No.: 267904.00001/17900

Sarah J. Turney
Direct +1 416 865 4542
sturney@fasken.com

By Registered Mail

2738283 Ontario Inc.

5510 Ambler Drive
Suite #2
Mississauga, ON
L4W 2V1

- and -

P.O. Box 245, Station A
Abbotsford, British Columbia
V2T 6Z6

- and -

366 Mapleview Drive
Barrie, Ontario
L4N 9L5

Dear Sir/Madam:

Re: Indebtedness of 2738283 Ontario Inc. (the “Debtor”) to PS Holdings 1 LLC, PS Holdings 2 LLC and PS Holdings 3 LLC (collectively, the “Lender”)

We are legal counsel to the Lender.

The Debtor is indebted to the Lender pursuant to a promissory note between the Debtor and the Lender dated as of April 30, 2020 (the “**April Note**”), a promissory note between the Debtor and the Lender dated May 13, 2020 (the “**May Note**” and, together with the April Note, the “**Notes**”), and the Mortgage (as defined below).

The Debtor’s obligations to the Lender are secured by, among other instruments (collectively, the “**Security**”), a charge/mortgage of land in the principal amount of \$13,000,000 in favour of the Lender and registered as registration number SC1680318 against the lands described in Schedule “A” to this letter (the “**Mortgage**”).



FASKEN

All principal, interest and other amounts payable under the Notes and the Mortgage (collectively, the “**Indebtedness**”) became due and payable on or before December 14, 2020. The Debtor has failed or refused to pay the Indebtedness when due, and the Indebtedness remains outstanding.

The Debtor is in default of its obligations under the Notes and the Mortgage, which default is continuing.

On behalf of the Lender, we hereby demand that the Debtor immediately pay to the Lender the full amount of the Indebtedness, which, **as at August 20, 2021** totals \$14,537,685.38, broken down as follows:

\$12,250,000.00	Principal 1
\$750,000.00	Principal 2
\$649,417.80	Interest on Principal 1 from May 13, 2020 to December 14, 2020 (215 days)
\$41,061.42	Interest on arrears of interest on Principal 1 due December 14 2020 to August 20, 2021 (249 days, compounded monthly)
\$775,822.60	Interest on overdue Principal 1 due December 14, 2020 to August 20, 2021 (249 days, compounded monthly)
\$71,383.56	Interest on overdue Principal 2 due July 31, 2020 to August 20, 2021 (386 days)
\$14,537,685.38	Total Indebtedness

Interest continues to accrue on the amount demanded from August 20, 2021 at the *per diem* rate of \$3,561.53.

Payment can be made by delivering a certified cheque made payable to “Fasken Martineau DuMoulin LLP, in Trust” to the undersigned’s attention. In addition, the Lender has incurred, and will continue to incur, costs in relation to this matter. The Lender reserves the right to claim all costs that it has incurred in relation to this matter against the Debtor.

We enclose herewith a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*.

The Lender reserves all of its rights and claims under the Notes, the Security and at law. Nothing contained in this letter or in any discussions or meetings that may occur between the Lender and the Debtor shall be construed as a waiver of any such rights or remedies.

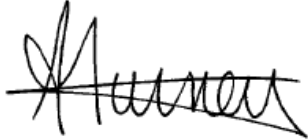


FASKEN

We trust you will give this matter your immediate attention. We look forward to receipt of payment of the full amount of the Indebtedness.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP

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

Sarah J. Turney

ST/dr

Enclosure



FASKEN

SCHEDULE "A"

LANDS SUBJECT TO THE MORTGAGE

1. 320 Maplevue Drive West, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE, being all of PIN 58730 - 0303 (LT)
2. 366 Maplevue Drive West, Barrie Ontario, which is legally described as CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL, being all of PIN 58730 - 0304 (LT)
3. 664 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE, being all of PIN 58730 - 0240 (LT)
4. 674 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE, being all of PIN 58730 - 0297 (LT)



FASKEN

NOTICE OF INTENTION TO ENFORCE A SECURITY

(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: **2738283 Ontario Inc. (the “Debtor”), an insolvent person**

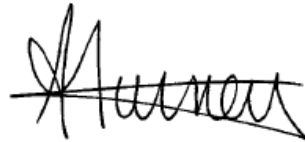
Take notice that:

1. PS Holdings 1 LLC, PS Holdings 2 LLC and PS Holdings 3 LLC (collectively, the “**Secured Creditor**”), a secured creditor, intends to enforce its security on the insolvent person’s property described below:
 - (a) the lands described in Schedule “A” to this letter (the “**Property**”).
2. The security that is to be enforced is in the form of:
 - (a) a charge/mortgage of land in the principal amount of \$13,000,000 executed by the Debtor in favour of the Secured Creditor, and registered as registration number SC1680318 against the Property.
3. The total amount of indebtedness secured by the security as at August 20, 2021 amounts to the aggregate sum of \$13,000,000 (excluding unpaid interest, fees and costs).
4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

DATED the 20th day of August, 2021

**PS HOLDINGS 1 LLC,
PS HOLDINGS 2 LLC and
PS HOLDINGS 3 LLC** by their solicitors,
Fasken Martineau DuMoulin LLP

Per:



Sarah J. Turney
333 Bay Street, Suite 2400
Toronto, Ontario M5H 2T6
Email: sturney@fasken.com
Tel: 416.865.4542



FASKEN

The undersigned hereby waives the 10-day notice period provided for in this Notice of Intention to Enforce Security and consents to the immediate enforcement by the Secured Creditor of all security above-noted.

2738283 Ontario Inc.



FASKEN

SCHEDULE "A"

THE PROPERTY

5. 320 Maplevue Drive West, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE, being all of PIN 58730 - 0303 (LT)
6. 366 Maplevue Drive West, Barrie Ontario, which is legally described as CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL, being all of PIN 58730 - 0304 (LT)
7. 664 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE, being all of PIN 58730 - 0240 (LT)
8. 674 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE, being all of PIN 58730 - 0297 (LT)



FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

333 Bay Street, Suite 2400
P.O. Box 20
Toronto, Ontario M5H 2T6
Canada

T +1 416 366 8381
+1 800 268 8424
F +1 416 364 7813
fasken.com

August 20, 2021
File No.: 267904.00001/17900

Sarah J. Turney
Direct +1 416 865 4542
sturney@fasken.com

By Registered Mail

2738284 Ontario Inc.

5510 Ambler Drive
Suite #2
Mississauga, ON
L4W 2V1

- and -

P.O. Box 245, Station A
Abbotsford, British Columbia
V2T 6Z6

- and -

366 Maplevue Drive
Barrie, Ontario
L4N 9L5

Dear Sir/Madam:

Re: Indebtedness of 2738284 Ontario Inc. (the “Debtor”) to PS Holdings 1 LLC, PS Holdings 2 LLC and PS Holdings 3 LLC (collectively, the “Lender”)

We are legal counsel to the Lender.

The Debtor is indebted to the Lender pursuant to a promissory note between the Debtor and the Lender dated as of April 30, 2020 (the “**April Note**”), a promissory note between the Debtor and the Lender dated May 13, 2020 (the “**May Note**” and, together with the April Note, the “**Notes**”), and the Mortgage (as defined below).

The Debtor’s obligations to the Lender are secured by, among other instruments (collectively, the “**Security**”), a charge/mortgage of land in the principal amount of \$13,000,000 in favour of the Lender and registered as registration number SC1680318 against the lands described in Schedule “A” to this letter (the “**Mortgage**”).



FASKEN

All principal, interest and other amounts payable under the Notes and the Mortgage (collectively, the “**Indebtedness**”) became due and payable on or before December 14, 2020. The Debtor has failed or refused to pay the Indebtedness when due, and the Indebtedness remains outstanding.

The Debtor is in default of its obligations under the Notes and the Mortgage, which default is continuing.

On behalf of the Lender, we hereby demand that the Debtor immediately pay to the Lender the full amount of the Indebtedness, which, **as at August 20, 2021** totals \$14,537,685.38, broken down as follows:

\$12,250,000.00	Principal 1
\$750,000.00	Principal 2
\$649,417.80	Interest on Principal 1 from May 13, 2020 to December 14, 2020 (215 days)
\$41,061.42	Interest on arrears of interest on Principal 1 due December 14 2020 to August 20, 2021 (249 days, compounded monthly)
\$775,822.60	Interest on overdue Principal 1 due December 14, 2020 to August 20, 2021 (249 days, compounded monthly)
\$71,383.56	Interest on overdue Principal 2 due July 31, 2020 to August 20, 2021 (386 days)
\$14,537,685.38	Total Indebtedness

Interest continues to accrue on the amount demanded from August 20, 2021 at the *per diem* rate of \$3,561.53.

Payment can be made by delivering a certified cheque made payable to “Fasken Martineau DuMoulin LLP, in Trust” to the undersigned’s attention. In addition, the Lender has incurred, and will continue to incur, costs in relation to this matter. The Lender reserves the right to claim all costs that it has incurred in relation to this matter against the Debtor.

We enclose herewith a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*.

The Lender reserves all of its rights and claims under the Notes, the Security and at law. Nothing contained in this letter or in any discussions or meetings that may occur between the Lender and the Debtor shall be construed as a waiver of any such rights or remedies.

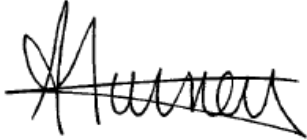


FASKEN

We trust you will give this matter your immediate attention. We look forward to receipt of payment of the full amount of the Indebtedness.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP

A handwritten signature in black ink, appearing to read "Sarah J. Turney", written over a horizontal line.

Sarah J. Turney

ST/dr

Enclosure



FASKEN

SCHEDULE "A"

LANDS SUBJECT TO THE MORTGAGE

1. 320 Maplevue Drive West, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE, being all of PIN 58730 - 0303 (LT)
2. 366 Maplevue Drive West, Barrie Ontario, which is legally described as CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL, being all of PIN 58730 - 0304 (LT)
3. 664 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE, being all of PIN 58730 - 0240 (LT)
4. 674 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE, being all of PIN 58730 - 0297 (LT)



FASKEN

NOTICE OF INTENTION TO ENFORCE A SECURITY

(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: **2738284 Ontario Inc. (the “Debtor”), an insolvent person**

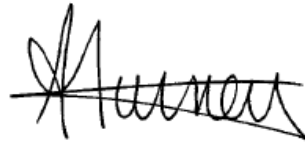
Take notice that:

1. PS Holdings 1 LLC, PS Holdings 2 LLC and PS Holdings 3 LLC (collectively, the “**Secured Creditor**”), a secured creditor, intends to enforce its security on the insolvent person’s property described below:
 - (a) the lands described in Schedule “A” to this letter (the “**Property**”).
2. The security that is to be enforced is in the form of:
 - (a) a charge/mortgage of land in the principal amount of \$13,000,000 executed by the Debtor in favour of the Secured Creditor, and registered as registration number SC1680318 against the Property.
3. The total amount of indebtedness secured by the security as at August 20, 2021 amounts to the aggregate sum of \$13,000,000 (excluding unpaid interest, fees and costs).
4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

DATED the 20th day of August, 2021

**PS HOLDINGS 1 LLC,
PS HOLDINGS 2 LLC and
PS HOLDINGS 3 LLC** by their solicitors,
Fasken Martineau DuMoulin LLP

Per:



Sarah J. Turney
333 Bay Street, Suite 2400
Toronto, Ontario M5H 2T6
Email: sturney@fasken.com
Tel: 416.865.4542



FASKEN

The undersigned hereby waives the 10-day notice period provided for in this Notice of Intention to Enforce Security and consents to the immediate enforcement by the Secured Creditor of all security above-noted.

2738284 Ontario Inc.



FASKEN

SCHEDULE "A"

THE PROPERTY

5. 320 Maplevue Drive West, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE, being all of PIN 58730 - 0303 (LT)
6. 366 Maplevue Drive West, Barrie Ontario, which is legally described as CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL, being all of PIN 58730 - 0304 (LT)
7. 664 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE, being all of PIN 58730 - 0240 (LT)
8. 674 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE, being all of PIN 58730 - 0297 (LT)



FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

333 Bay Street, Suite 2400
P.O. Box 20
Toronto, Ontario M5H 2T6
Canada

T +1 416 366 8381
+1 800 268 8424
F +1 416 364 7813
fasken.com

August 20, 2021
File No.: 267904.00001/17900

Sarah J. Turney
Direct +1 416 865 4542
sturney@fasken.com

By Registered Mail

2738285 Ontario Inc.

5510 Ambler Drive
Suite #2
Mississauga, ON
L4W 2V1

- and -

P.O. Box 245, Station A
Abbotsford, British Columbia
V2T 6Z6

- and -

366 Mapleview Drive
Barrie, Ontario
L4N 9L5

Dear Sir/Madam:

Re: Indebtedness of 2738285 Ontario Inc. (the “Debtor”) to PS Holdings 1 LLC, PS Holdings 2 LLC and PS Holdings 3 LLC (collectively, the “Lender”)

We are legal counsel to the Lender.

The Debtor is indebted to the Lender pursuant to a promissory note between the Debtor and the Lender dated as of April 30, 2020 (the “**April Note**”), a promissory note between the Debtor and the Lender dated May 13, 2020 (the “**May Note**” and, together with the April Note, the “**Notes**”), and the Mortgage (as defined below).

The Debtor’s obligations to the Lender are secured by, among other instruments (collectively, the “**Security**”), a charge/mortgage of land in the principal amount of \$13,000,000 in favour of the Lender and registered as registration number SC1680318 against the lands described in Schedule “A” to this letter (the “**Mortgage**”).



FASKEN

All principal, interest and other amounts payable under the Notes and the Mortgage (collectively, the “**Indebtedness**”) became due and payable on or before December 14, 2020. The Debtor has failed or refused to pay the Indebtedness when due, and the Indebtedness remains outstanding.

The Debtor is in default of its obligations under the Notes and the Mortgage, which default is continuing.

On behalf of the Lender, we hereby demand that the Debtor immediately pay to the Lender the full amount of the Indebtedness, which, **as at August 20, 2021** totals \$14,537,685.38, broken down as follows:

\$12,250,000.00	Principal 1
\$750,000.00	Principal 2
\$649,417.80	Interest on Principal 1 from May 13, 2020 to December 14, 2020 (215 days)
\$41,061.42	Interest on arrears of interest on Principal 1 due December 14 2020 to August 20, 2021 (249 days, compounded monthly)
\$775,822.60	Interest on overdue Principal 1 due December 14, 2020 to August 20, 2021 (249 days, compounded monthly)
\$71,383.56	Interest on overdue Principal 2 due July 31, 2020 to August 20, 2021 (386 days)
\$14,537,685.38	Total Indebtedness

Interest continues to accrue on the amount demanded from August 20, 2021 at the *per diem* rate of \$3,561.53.

Payment can be made by delivering a certified cheque made payable to “Fasken Martineau DuMoulin LLP, in Trust” to the undersigned’s attention. In addition, the Lender has incurred, and will continue to incur, costs in relation to this matter. The Lender reserves the right to claim all costs that it has incurred in relation to this matter against the Debtor.

We enclose herewith a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*.

The Lender reserves all of its rights and claims under the Notes, the Security and at law. Nothing contained in this letter or in any discussions or meetings that may occur between the Lender and the Debtor shall be construed as a waiver of any such rights or remedies.

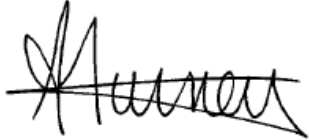


FASKEN

We trust you will give this matter your immediate attention. We look forward to receipt of payment of the full amount of the Indebtedness.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP

A handwritten signature in black ink, appearing to read "S. Turney", written over a horizontal line.

Sarah J. Turney

ST/dr

Enclosure



FASKEN

SCHEDULE "A"

LANDS SUBJECT TO THE MORTGAGE

1. 320 Maplevue Drive West, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE, being all of PIN 58730 - 0303 (LT)
2. 366 Maplevue Drive West, Barrie Ontario, which is legally described as CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL, being all of PIN 58730 - 0304 (LT)
3. 664 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE, being all of PIN 58730 - 0240 (LT)
4. 674 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE, being all of PIN 58730 - 0297 (LT)



FASKEN

NOTICE OF INTENTION TO ENFORCE A SECURITY

(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: **2738285 Ontario Inc. (the “Debtor”), an insolvent person**

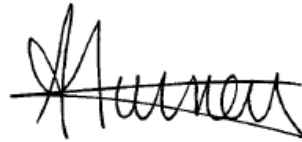
Take notice that:

1. PS Holdings 1 LLC, PS Holdings 2 LLC and PS Holdings 3 LLC (collectively, the “**Secured Creditor**”), a secured creditor, intends to enforce its security on the insolvent person’s property described below:
 - (a) the lands described in Schedule “A” to this letter (the “**Property**”).
2. The security that is to be enforced is in the form of:
 - (a) a charge/mortgage of land in the principal amount of \$13,000,000 executed by the Debtor in favour of the Secured Creditor, and registered as registration number SC1680318 against the Property.
3. The total amount of indebtedness secured by the security as at August 20, 2021 amounts to the aggregate sum of \$13,000,000 (excluding unpaid interest, fees and costs).
4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

DATED the 20th day of August, 2021

**PS HOLDINGS 1 LLC,
PS HOLDINGS 2 LLC and
PS HOLDINGS 3 LLC** by their solicitors,
Fasken Martineau DuMoulin LLP

Per:



Sarah J. Turney
333 Bay Street, Suite 2400
Toronto, Ontario M5H 2T6
Email: sturney@fasken.com
Tel: 416.865.4542



FASKEN

The undersigned hereby waives the 10-day notice period provided for in this Notice of Intention to Enforce Security and consents to the immediate enforcement by the Secured Creditor of all security above-noted.

2738285 Ontario Inc.



FASKEN

SCHEDULE "A"

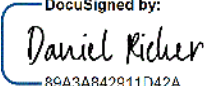
THE PROPERTY

5. 320 Maplevue Drive West, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE, being all of PIN 58730 - 0303 (LT)
6. 366 Maplevue Drive West, Barrie Ontario, which is legally described as CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL, being all of PIN 58730 - 0304 (LT)
7. 664 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE, being all of PIN 58730 - 0240 (LT)
8. 674 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE, being all of PIN 58730 - 0297 (LT)



THIS IS EXHIBIT “DD”

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

89A3A842811D42A...

A Commissioner for Taking Affidavits

NOTICE OF SALE UNDER MORTGAGE
(Sections 26(1) and 31(1) of the Mortgages Act)

TO: The persons named in Schedule "A" hereto

Take notice that default has been made in payment of the money due under a certain charge/mortgage of land dated the 13th day of May, 2020, made between:

**2738283 ONTARIO INC., 2738284 ONTARIO INC. and
2738285 ONTARIO INC., as chargors**

- and -

**PS HOLDINGS 1 LLC, PS HOLDINGS 2 LLC and
PS HOLDINGS 3 LLC, as chargees**

upon the following property:

1. 320 Mapleview Drive West, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE, being all of PIN 58730 - 0303 (LT);
2. 366 Mapleview Drive West, Barrie Ontario, which is legally described as CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL, being all of PIN 58730 - 0304 (LT);
3. 664 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE, being all of PIN 58730 - 0240 (LT); and
4. 674 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE, being all of PIN 58730 - 0297 (LT),

which charge/mortgage of land was registered on the 13th day of May, 2020, in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) as Instrument No. SC1680318 (the "**Charge**"). The names of chargees identified in the Charge were changed pursuant to three Application To Change Name-Instruments registered on the 6th day of August, 2021 as Instrument Nos. SC1812249, SC1812250 and SC1812251, respectively.

And we hereby give you notice that the amounts now due on the Charge for principal money, interest and costs, respectively, are as follows:

Principal 1	\$12,250,000.00
Principal 2	\$750,000.00
Interest on Principal 1 from May 13, 2020 to December 14, 2020 (215 days)	\$649,417.80
Interest on arrears of interest on Principal 1 due December 14 2020 to August 23, 2021 (252 days, compounded monthly)	\$41,571.42
Interest on overdue Principal 1 due December 14, 2020 to August 23, 2021 (252 days, compounded monthly)	\$785,442.40
Interest on overdue Principal 2 due July 31, 2020 to August 23, 2021 (389 days)	\$71,938.35
Legal fees up to issuance of notice of sale	\$13,823.00
Total	\$14,562,192.97

And unless the said sums, together with interest at the *per diem* rate of \$3,561.53, from the 24th day of August, 2021 to the date of payment, and any further costs and disbursements incurred in these proceedings, are paid on or before the 4th day of October, 2021, we shall sell the property covered by the Charge under the provisions contained in the Charge.

This notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

DATED the 23rd day of August, 2021

PS HOLDINGS 1 LLC

Per:


Name: Paul Sadlon

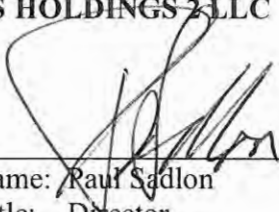
Title: Director

I have authority to bind the Corporation

DATED the 23rd day of August, 2021

PS HOLDINGS 2 LLC

Per: _____

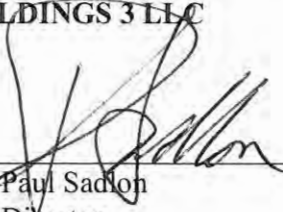

Name: Paul Sadlon
Title: Director

I have authority to bind the Corporation

DATED the 23rd day of August, 2021

PS HOLDINGS 3 LLC

Per: _____


Name: Paul Sadlon
Title: Director

I have authority to bind the Corporation

SCHEDULE "A"

2738283 ONTARIO INC.

5510 Ambler Drive
Suite #2
Mississauga, ON
L4W 2V1

- and -

P.O. Box 245, Station A
Abbotsford, British Columbia
V2T 6Z6

- and -

366 Mapleview Drive
Barrie, Ontario
L4N 9L5

2738284 ONTARIO INC.

5510 Ambler Drive
Suite #2
Mississauga, ON
L4W 2V1

- and -

P.O. Box 245, Station A
Abbotsford, British Columbia
V2T 6Z6

- and -

366 Mapleview Drive
Barrie, Ontario
L4N 9L5

2738285 ONTARIO INC.

5510 Ambler Drive
Suite #2
Mississauga, ON
L4W 2V1

- and -

P.O. Box 245, Station A
Abbotsford, British Columbia
V2T 6Z6

- and -

366 Maplevue Drive
Barrie, Ontario
L4N 9L5

RPN FINANCE CORP.

406 North Service Road East
Suite 300
Oakville, Ontario
L6H 5R2

1938272 ONTARIO LIMITED

406 North Service Road East
Suite 300
Oakville, Ontario
L6H 5R2

COMPUTERSHARE TRUST COMPANY OF CANADA

c/o Equityline Services Corp.
550 Hwy 7 Ave. E.
Suite 338
Richmond Hill, Ontario
L4B 3Z4

SVN ARCHITECTS + PLANNERS INC.

4th Fl., 110 Adelaide Street East
Toronto, ON
M5C 1K9

DARE, JOHN

241 Applewood Crescent
Unit 9
Concord, Ontario
L4K 4E6

LARSEN, MARIA LOUISE

2608 Blackham Drive
Abbotsford, British Columbia
V2S 7J5

LARSEN, BLAKE

2608 Blackham Drive
Abbotsford, British Columbia
V2S 7J5

SPOUSE OF BLAKE LARSEN

2608 Blackham Drive
Abbotsford, British Columbia
V2S 7J5

TENANT OF 320 MAPLEVIEW DRIVE WEST, BARRIE, ONTARIO

320 Maplevue Drive West
Barrie, Ontario
L4N 9E7

TENANT OF 366 MAPLEVIEW DRIVE WEST, BARRIE, ONTARIO

366 Maplevue Drive
Barrie, Ontario
L4N 9L5

TENANT OF 664 ESSA ROAD, BARRIE, ONTARIO

664 Essa Road
Barrie, Ontario
L4N 9E6

TENANT OF 674 ESSA ROAD, BARRIE, ONTARIO

674 Essa Road
Barrie, Ontario
L4N 9L5

**AFFIDAVIT OF JEREMY BARBAZA
(SWORN AUGUST 24, 2021)**

I, Jeremy Barbaza, of the City of Etobicoke, in the Province of Ontario, an Office Services Clerk at the law office of Fasken Martineau DuMoulin LLP, lawyers for PS HOLDINGS 1 LLC, PS HOLDINGS 2 LLC and PS HOLDINGS 3 LLC, MAKE OATH AND SAY:

1. Today, August 24, 2021, I sent the persons named in Schedule "A" to the Notice of Sale under Mortgage dated August 24, 2021 and attached hereto as **Exhibit "A"** (the "**Notice**") with the Notice by sending a copy to be delivered by registered mail to the addresses for such persons identified in Schedule "A" to the Notice.

2. Copies of the Canada Post customer receipts corresponding to the mailing of the Notice to each of the persons named and addresses identified in Schedule "A" to the Notice are attached hereto as **Exhibit "B"**.

SWORN BY JEREMY BARBAZA of)
the City of Etobicoke, in the Province of)
Ontario, before me at the City of Toronto,)
in the Province of Ontario, on August 24,)
2021)
)
)
_____)
A Commissioner for Taking Affidavits)
DANIEL T. RICHER



JEREMY BARBAZA

THIS IS EXHIBIT "A"

referred to in the Affidavit of Jeremy Barbaza, of the City of Etobicoke, in the Province of Ontario, sworn before me at the City of Toronto, in the Province of Ontario, on August 24, 2021

A handwritten signature in blue ink, consisting of several loops and a trailing line, positioned above a horizontal line.

A Commissioner for Taking Affidavits

NOTICE OF SALE UNDER MORTGAGE
(Sections 26(1) and 31(1) of the Mortgages Act)

TO: The persons named in Schedule "A" hereto

Take notice that default has been made in payment of the money due under a certain charge/mortgage of land dated the 13th day of May, 2020, made between:

**2738283 ONTARIO INC., 2738284 ONTARIO INC. and
2738285 ONTARIO INC., as chargors**

- and -

**PS HOLDINGS 1 LLC, PS HOLDINGS 2 LLC and
PS HOLDINGS 3 LLC, as chargees**

upon the following property:

1. 320 Mapleview Drive West, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE, being all of PIN 58730 - 0303 (LT),
2. 366 Mapleview Drive West, Barrie Ontario, which is legally described as CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL, being all of PIN 58730 - 0304 (LT);
3. 664 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE, being all of PIN 58730 - 0240 (LT); and
4. 674 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE, being all of PIN 58730 - 0297 (LT),

which charge/mortgage of land was registered on the 13th day of May, 2020, in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) as Instrument No. SC1680318 (the "**Charge**"). The names of chargees identified in the Charge were changed pursuant to three Application To Change Name-Instruments registered on the 6th day of August, 2021 as Instrument Nos. SC1812249, SC1812250 and SC1812251, respectively.

And we hereby give you notice that the amounts now due on the Charge for principal money, interest and costs, respectively, are as follows:

Principal 1	\$12,250,000.00
Principal 2	\$750,000.00
Interest on Principal 1 from May 13, 2020 to December 14, 2020 (215 days)	\$649,417.80
Interest on arrears of interest on Principal 1 due December 14 2020 to August 23, 2021 (252 days, compounded monthly)	\$41,571.42
Interest on overdue Principal 1 due December 14, 2020 to August 23, 2021 (252 days, compounded monthly)	\$785,442.40
Interest on overdue Principal 2 due July 31, 2020 to August 23, 2021 (389 days)	\$71,938.35
Legal fees up to issuance of notice of sale	\$13,823.00
Total	\$14,562,192.97

And unless the said sums, together with interest at the *per diem* rate of \$3,561.53, from the 24th day of August, 2021 to the date of payment, and any further costs and disbursements incurred in these proceedings, are paid on or before the 4th day of October, 2021, we shall sell the property covered by the Charge under the provisions contained in the Charge.

This notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

DATED the 23rd day of August, 2021

PS HOLDINGS I LLC

Per: _____

Name: Paul Sadlon

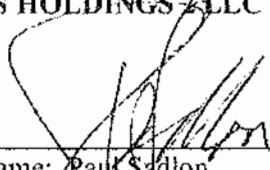
Title: Director

I have authority to bind the Corporation

DATED the 23rd day of August, 2021

PS HOLDINGS 2 LLC

Per: _____

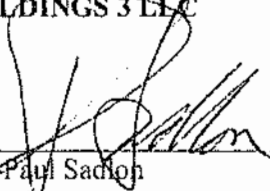

Name: Paul Sadlon
Title: Director

I have authority to bind the Corporation

DATED the 23rd day of August, 2021

PS HOLDINGS 3 LLC

Per: _____


Name: Paul Sadlon
Title: Director

I have authority to bind the Corporation

SCHEDULE "A"

2738283 ONTARIO INC.

5510 Ambler Drive
Suite #2
Mississauga, ON
L4W 2V1

- and -

P.O. Box 245, Station A
Abbotsford, British Columbia
V2T 6Z6

- and -

366 Mapleview Drive
Barrie, Ontario
L4N 9L5

2738284 ONTARIO INC.

5510 Ambler Drive
Suite #2
Mississauga, ON
L4W 2V1

- and -

P.O. Box 245, Station A
Abbotsford, British Columbia
V2T 6Z6

- and -

366 Mapleview Drive
Barrie, Ontario
L4N 9L5

2738285 ONTARIO INC.

5510 Ambler Drive
Suite #2
Mississauga, ON
L4W 2V1

- and -

P.O. Box 245, Station A
Abbotsford, British Columbia
V2T 6Z6

- and -

366 Mapleview Drive
Barrie, Ontario
L4N 9L5

RPN FINANCE CORP.
406 North Service Road East
Suite 300
Oakville, Ontario
L6H 5R2

1938272 ONTARIO LIMITED
406 North Service Road East
Suite 300
Oakville, Ontario
L6H 5R2

COMPUTERSHARE TRUST COMPANY OF CANADA
c/o Equityline Services Corp.
550 Hwy 7 Ave. E.
Suite 338
Richmond Hill, Ontario
L4B 3Z4

SVN ARCHITECTS + PLANNERS INC.
4th Fl., 110 Adelaide Street East
Toronto, ON
M5C 1K9

DARE, JOHN
241 Applewood Crescent
Unit 9
Concord, Ontario
L4K 4E6

LARSEN, MARIA LOUISE
2608 Blackham Drive
Abbotsford, British Columbia
V2S 7J5

LARSEN, BLAKE

2608 Blackham Drive
Abbotsford, British Columbia
V2S 7J5

SPOUSE OF BLAKE LARSEN

2608 Blackham Drive
Abbotsford, British Columbia
V2S 7J5

TENANT OF 320 MAPLEVIEW DRIVE WEST, BARRIE, ONTARIO

320 Mapleview Drive West
Barrie, Ontario
L4N 9E7

TENANT OF 366 MAPLEVIEW DRIVE WEST, BARRIE, ONTARIO

366 Mapleview Drive
Barrie, Ontario
L4N 9L5

TENANT OF 664 ESSA ROAD, BARRIE, ONTARIO

664 Essa Road
Barrie, Ontario
L4N 9E6

TENANT OF 674 ESSA ROAD, BARRIE, ONTARIO

674 Essa Road
Barrie, Ontario
L4N 9L5

THIS IS EXHIBIT "B"

referred to in the Affidavit of Jeremy Barbaza, of the City of Etobicoke, in the Province of Ontario, sworn before me at the City of Toronto, in the Province of Ontario, on August 24, 2021

A handwritten signature in blue ink, consisting of a large circular flourish followed by several horizontal strokes.

A Commissioner for Taking Affidavits

Registered Receipt (Bulk)

This receipt is necessary if enquiry is desired. Fragile and perishable articles are not indemnified against damage. Identity and fees information is available on request from your Postal Outlet.

Réçépissé (en nombre) Recommandé

À produire en cas de réclamation. Aucune indemnité ne sera versée pour l'avaria d'un objet fragile ou périssable. Vous pouvez obtenir des renseignements sur les indemnités et les droits à votre installation postale.

POST

CANADA

Sender

Fasken Martineau DuMoulin LLP
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, Ontario, Canada M5H 2T6

24 August 2021

Sender Instructions - Note: Bulk Receipts to be completed for 3 or more items. Please mailings at any Postal Outlet.

- A Complete and return customer receipt.
- B Remove paper backing from receipt.
- C Affix receipt in this form.

Delivery confirmation may be obtained by calling 1-888-550-6333 or through the Internet at www.postcanada.ca

Instructions pour l'expéditeur - Avis: Réçépissé en nombre, pour 3 articles et plus. Doit être complété avant de déposer à l'installation postale.

- A Remplissez et renvoyez le réçépissé au client.
- B Retirez la pellicule protectrice du réçépissé.
- C Collez le réçépissé sur cette formule.

Une confirmation de la livraison peut être obtenue en composant le 1 800 550-6333 ou par Internet au www.postcanada.ca.



REGISTERED DOMESTIC

RECOMMANDÉ RÉGIME INTÉRIEUR



REÇU DU CLIENT

2738284 ONTARIO INC.
366 Mapleview Drive
Barrie, Ontario
L4N 9L5



CPC Tracking Number Numéro de repérage de la SCP

RN 528 558 291 CA

Declared Value Valeur déclarée \$

33-888-584 (17-12) D. Richer 267904.00001/20519

(2)



REGISTERED DOMESTIC

RECOMMANDÉ RÉGIME INTÉRIEUR



REÇU DU CLIENT

2738284 ONTARIO INC.
P.O. Box 245, Station A
Abbotsford, British Columbia
V2T 6Z6



CPC Tracking Number Numéro de repérage de la SCP

RN 528 558 305 CA

Declared Value Valeur déclarée \$

33-888-584 (17-12) D. Richer 267904.00001/20519

(3)



REGISTERED DOMESTIC

RECOMMANDÉ RÉGIME INTÉRIEUR



CUSTOMER RECEIPT

REÇU DU CLIENT

SPOUSE OF BLAKE LARSEN
2608 Blackham Drive
Abbotsford, British Columbia
V2S 7J5



CPC Tracking Number Numéro de repérage de la SCP

RN 528 558 107 CA

Declared Value Valeur déclarée \$

33-888-584 (17-12) D. Richer 267904.00001/20519

(4)



REGISTERED DOMESTIC

RECOMMANDÉ RÉGIME INTÉRIEUR



REÇU DU CLIENT

2738285 ONTARIO INC.
5510 Ambler Drive
Suite #2
Mississauga, ON
L4W 2V1



CPC Tracking Number Numéro de repérage de la SCP

RN 528 558 115 CA

Declared Value Valeur déclarée \$

33-888-584 (17-12) D. Richer 267904.00001/20519

(5)



REGISTERED DOMESTIC

RECOMMANDÉ RÉGIME INTÉRIEUR



CUSTOMER RECEIPT

REÇU DU CLIENT

2738285 ONTARIO INC.
P.O. Box 245, Station A
Abbotsford, British Columbia
V2T 6Z6



CPC Tracking Number Numéro de repérage de la SCP

RN 528 558 124 CA

Declared Value Valeur déclarée \$

33-888-584 (17-12) D. Richer 267904.00001/20519

(6)



REGISTERED DOMESTIC

RECOMMANDÉ RÉGIME INTÉRIEUR



CUSTOMER RECEIPT

REÇU DU CLIENT

2738285 ONTARIO INC.
366 Mapleview Drive
Barrie, Ontario
L4N 9L5



CPC Tracking Number Numéro de repérage de la SCP

RN 528 558 138 CA

Declared Value Valeur déclarée \$

33-888-584 (17-12) D. Richer 267904.00001/20519

Registered receipt (Bulk)
This receipt is necessary if enquiry is desired. Fragile and perishable articles are not insurable against damage. Identity and loss information is available on request from your Postal Outlet.

Réceptissé (en nombre) Recommandé
A produire en cas de réclamation. Aucune indemnité ne sera versée pour l'avarie d'un objet fragile ou périssable. Vous pouvez obtenir des renseignements sur les indemnités et les droits à votre installation postale.

Sender
Fasken Martineau DuMoulin LLP
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, Ontario, Canada M5H 2T6
24 Aug 2021

Sender Instructions - Note: Bulk Receipts to be completed for 3 or more items. Present mailings at any Postal Outlet.

- A Complete and remove customer receipt.
- B Remove paper backing from receipt.
- C Affix receipt to this form.

Delivery confirmation may be obtained by calling 1-888-550-6333 or through the Internet at www.canadapost.ca

Instructions pour l'expéditeur - Avis: Réceptisés en nombre, pour 3 articles et plus. Doit être complété avant de déposer à l'installation postale.

- A Remplissez et retirez le réceptisé du client.
- B Retirez la pellicule protectrice du réceptisé.
- C Collez le réceptisé sur cette feuille.

Une confirmation de la livraison peut être obtenue en composant le 1 800 550-6333 ou par Internet au www.postescanada.ca.

2

(2) REGISTERED DOMESTIC RECOMMANDÉ RÉGIME INTÉRIEUR R
REÇU DU CLIENT

RPN FINANCE CORP.
406 North Service Road East
Suite 300
Oakville, Ontario
L6H 5R2

FOR DELIVERY CONFIRMATION / CONFIRMATION DE LA LIVRAISON
Canada Post / Poste Canada
1 888 550-6333

CPC Tracking Number / Numéro de repérage de la SCP
RN 528 558 141 CA

33-086-584 (17-12) D. Richer 267904.00001/20519

(2) REGISTERED DOMESTIC RECOMMANDÉ RÉGIME INTÉRIEUR R
REÇU DU CLIENT

1938272 ONTARIO LIMITED
406 North Service Road East
Suite 300
Oakville, Ontario
L6H 5R2

FOR DELIVERY CONFIRMATION / CONFIRMATION DE LA LIVRAISON
Canada Post / Poste Canada
1 888 550-6333

CPC Tracking Number / Numéro de repérage de la SCP
RN 528 558 155 CA

33-086-584 (17-12) D. Richer 267904.00001/20519

(3) REGISTERED DOMESTIC RECOMMANDÉ RÉGIME INTÉRIEUR R
REÇU DU CLIENT

TENANT OF 320 MAPLEVIEW DRIVE WEST,
BARRIE, ONTARIO
320 Mapleview Drive West
Barrie, Ontario
L4N 9E7

FOR DELIVERY CONFIRMATION / CONFIRMATION DE LA LIVRAISON
Canada Post / Poste Canada
1 888 550-6333

CPC Tracking Number / Numéro de repérage de la SCP
RN 528 558 169 CA

33-086-584 (17-12) D. Richer 267904.00001/20519

(4) REGISTERED DOMESTIC RECOMMANDÉ RÉGIME INTÉRIEUR R
REÇU DU CLIENT

2738284 ONTARIO INC.
5510 Ambler Drive
Suite #2
Mississauga, ON
L4W 2V1

FOR DELIVERY CONFIRMATION / CONFIRMATION DE LA LIVRAISON
Canada Post / Poste Canada
1 888 550-6333

CPC Tracking Number / Numéro de repérage de la SCP
RN 528 558 172 CA

33-086-584 (17-12) D. Richer 267904.00001/20519

(5) REGISTERED DOMESTIC RECOMMANDÉ RÉGIME INTÉRIEUR R
CUSTOMER RECEIPT / REÇU DU CLIENT

MARIA LOUISE LARSEN
2608 Blackham Drive
Abbotsford, British Columbia
V2S 7J5

FOR DELIVERY CONFIRMATION / CONFIRMATION DE LA LIVRAISON
Canada Post / Poste Canada
1 888 550-6333

CPC Tracking Number / Numéro de repérage de la SCP
RN 528 558 186 CA

33-086-584 (17-12) D. Richer 267904.00001/20519

(6) REGISTERED DOMESTIC RECOMMANDÉ RÉGIME INTÉRIEUR R
CUSTOMER RECEIPT / REÇU DU CLIENT

BLAKE LARSEN
2608 Blackham Drive
Abbotsford, British Columbia
V2S 7J5

FOR DELIVERY CONFIRMATION / CONFIRMATION DE LA LIVRAISON
Canada Post / Poste Canada
1 888 550-6333

CPC Tracking Number / Numéro de repérage de la SCP
RN 528 558 190 CA

33-086-584 (17-12) D. Richer 267904.00001/20519

registered Receipt (Bulk)

This receipt is necessary if enquiry is desired. Fragile and perishable articles are not indemnified against damage. Identity and fee information is available on request from your Postal Outlet.

Réçépissé (en nombre) Recommandé

À produire en cas de réclamation. Aucune indemnité ne sera versée pour l'avarie d'un objet fragile ou périssable. Vous pouvez obtenir des renseignements sur les indemnités et les droits à votre installation postale.

Sender

Fasken Martineau DuMoulin LLP
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, Ontario, Canada M5H 2T6

24 August 2021

(3)

Sender Instructions - Note: Bulk Receipts to be completed for 3 or more items. Present mailings at any Postal Outlet.

- A Complete and return customer receipt.
- B Remove paper backing from receipt.
- C Affix receipt to this form.

Delivery confirmation may be obtained by calling 1-888-550-6333 or through the internet at www.canadapost.ca

Instructions pour l'expéditeur - Avis: Récepissé en nombre, pour 3 articles et plus. Doit être complété avant de déposer à l'installation postale.

- A Complétez et retournez le récepissé au client.
- B Retirez la pellicule protectrice du récepissé.
- C Collez le récepissé sur cette formule.

Une confirmation de la livraison peut être obtenue en composant le 1 800 550-6333 ou par Internet au www.postescanada.ca.



REGISTERED DOMESTIC CUSTOMER RECEIPT

RECOMMANDÉ RÉGIME INTÉRIEUR REÇU DU CLIENT



To: JOHN DARE
Nam: 241 Applewood Crescent
Addr: Unit 9
City: Concord, Ontario
L4K 4E6



CPC Tracking Number: RN 528 558 209 CA

33-086-584 (17-12) D. Richer 267904.00001/20519

(2)

COMPUTERSHARE TRUST COMPANY OF CANADA



c/o Equityline Services Corp.
550 Hwy 7 Ave. E.
Suite 338
Richmond Hill, Ontario
L4B 3Z4



CPC Tracking Number: RN 528 558 212 CA

33-086-584 (17-12) D. Richer 267904.00001/20519

(3)



REGISTERED DOMESTIC CUSTOMER RECEIPT

RECOMMANDÉ RÉGIME INTÉRIEUR REÇU DU CLIENT



SVN ARCHITECTS + PLANNERS INC.
4th Fl., 110 Adelaide Street East
Toronto, ON
M5C 1K9



CPC Tracking Number: RN 528 558 226 CA

33-086-584 (17-12) D. Richer 267904.00001/20519

(4)



REGISTERED DOMESTIC

RECOMMANDÉ RÉGIME INTÉRIEUR



TENANT OF 366 MAPLEVIEW DRIVE WEST,
BARRIE, ONTARIO
366 Mapleview Drive
Barrie, Ontario
L4N 9L5



CPC Tracking Number: RN 528 558 230 CA

33-086-584 (17-12) D. Richer 267904.00001/20519

(5)



REGISTERED DOMESTIC

RECOMMANDÉ RÉGIME INTÉRIEUR



TENANT OF 664 ESSA ROAD, BARRIE,
ONTARIO
664 Essa Road
Barrie, Ontario
L4N 9E6



CPC Tracking Number: RN 528 558 243 CA

33-086-584 (17-12) D. Richer 267904.00001/20519

(6)



REGISTERED DOMESTIC

RECOMMANDÉ RÉGIME INTÉRIEUR



TENANT OF 674 ESSA ROAD, BARRIE,
ONTARIO
674 Essa Road
Barrie, Ontario
L4N 9L5



CPC Tracking Number: RN 528 558 257 CA

33-086-584 (17-12) D. Richer 267904.00001/20519

Registered receipt (BPK) This receipt is necessary if enquiry is desired. Fragile and perishable articles are not indemnified against damage. Identity and loss information is available on request from your Postal Outlet.

Réçépissé (en nombre) Recommandé À produire en cas de réclamation. Aucune indemnité ne sera versée pour l'avarie d'un objet fragile ou périssable. Vous pouvez obtenir des renseignements sur les indemnités et les droits à votre installation postale.

Sender Fasken Martineau DuMoulin LLP
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, Ontario, Canada M5H 2T6
24 AUG 2021

Sender Instructions - Note: Bulk Receipts to be completed for 3 or more items. Present mailings at any Postal Outlet.
A. Complete and remove customer receipt.
B. Remove paper backing from receipt.
C. Attach receipt to this form.
Delivery confirmation may be obtained by calling 1-888-550-6333 or through the Internet at www.canadapost.ca

Instructions pour l'expéditeur - Avis: Réçépissé en nombre, pour 3 articles et plus. Doit être complété avant de déposer à l'installation postale.
A. Remplissez et retirez le réçépissé du client.
B. Retirez la pellicule protectrice du réçépissé.
C. Collez le réçépissé sur cette formule.
Une confirmation de la livraison peut être obtenue en composant le 1 800 550-6333 ou par Internet au www.postescanada.ca.

(2) REGISTERED DOMESTIC RECOMMANDÉ RÉGIME INTÉRIEUR R
2738283 ONTARIO INC. REÇU DU CLIENT
5510 Ambler Drive Suite #2
Mississauga, ON L4W 2V1
CPC Tracking Number / Numéro de repérage de la SCP: RN 528 558 265 CA
D. Richer 267904.00001/20519

(2) REGISTERED DOMESTIC RECOMMANDÉ RÉGIME INTÉRIEUR R
CUSTOMER RECEIPT REÇU DU CLIENT
2738283 ONTARIO INC.
P.O. Box 245, Station A
Abbotsford, British Columbia V2T 6Z6
CPC Tracking Number / Numéro de repérage de la SCP: RN 528 558 274 CA
D. Richer 267904.00001/20519

(3) REGISTERED DOMESTIC RECOMMANDÉ RÉGIME INTÉRIEUR R
CUSTOMER RECEIPT REÇU DU CLIENT
2738283 ONTARIO INC.
366 Mapleview Drive
Barrie, Ontario L4N 9L5
CPC Tracking Number / Numéro de repérage de la SCP: RN 528 558 288 CA
D. Richer 267904.00001/20519

(4)

(5)

(6)

THIS IS EXHIBIT “EE”

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

66A3A842811D42A...

A Commissioner for Taking Affidavits



CLEAR CERTIFICATE / CERTIFICAT LIBRE

SHERIFF OF / SHÉRIF DE : COUNTY OF SIMCOE (BARRIE)

CERTIFICATE # / 43464534-4065239B

N° DE CERTIFICAT :

DATE OF CERTIFICATE / 2021-OCT-08

DATE DU CERTIFICAT :

SHERIFF'S STATEMENT

THIS CERTIFIES THAT THERE ARE NO ACTIVE WRITS OF EXECUTION, ORDERS OR CERTIFICATES OF LIEN FILED WITHIN THE ELECTRONIC DATABASE MAINTAINED BY THIS OFFICE IN ACCORDANCE WITH SECTION 10 OF THE *EXECUTION ACT* AT THE TIME OF SEARCHING AGAINST THE REAL AND PERSONAL PROPERTY OF:

DÉCLARATION DU SHÉRIF

CE CERTIFICAT ATTESTE QU'IL N'Y A AUCUNE ORDONNANCE ACTIVE OU AUCUN BREF D'EXÉCUTION FORCÉE OU CERTIFICAT DE PRIVILÈGE ACTIF DANS LA BASE DE DONNÉES ÉLECTRONIQUE MAINTENUE PAR CE BUREAU AUX TERMES DE L'ARTICLE 10 DE LA *LOI SUR L'EXÉCUTION FORCÉE* AU MOMENT DE LA RECHERCHE VISANT LES BIENS MEUBLES ET IMMEUBLES DE :

NAME SEARCHED / NOM RECHERCHÉ

#	PERSON OR COMPANY / PERSONNE OU SOCIÉTÉ	NAME OR SURNAME, GIVEN NAME(S) / NOM OU NOM DE FAMILLE, PRÉNOM(S)
1.	COMPANY / SOCIÉTÉ	2738283 ONTARIO INC.

CAUTION TO PARTY REQUESTING SEARCH:

1. IT IS THE RESPONSIBILITY OF THE REQUESTING PARTY TO ENSURE THAT THE NAME SEARCHED IS CORRECT.
2. BY VIRTUE OF THIS CERTIFICATE, THE SHERIFF IS ASSURING THAT THIS NAME WILL REMAIN CLEAR UNTIL THE END OF CLOSE OF THIS BUSINESS DATE, UNLESS THE SHERIFF IS DIRECTED OTHERWISE UNDER AN ORDER OF THE COURT.

AVERTISSEMENT À LA PARTIE QUI DEMANDE LA RECHERCHE :

1. IL INCOMBE À LA PARTIE QUI DEMANDE LA RECHERCHE DE S'ASSURER QUE LE NOM RECHERCHÉ EST EXACT.
2. EN VERTU DU PRÉSENT CERTIFICAT, LE SHÉRIF ASSURE QUE CE NOM DEMEURE LIBRE JUSQU' À LA FIN DE CETTE JOURNÉE DE TRAVAIL, À MOINS DE RECEVOIR DES DIRECTIVES CONTRAIRES AUX TERMES D'UNE ORDONNANCE DU TRIBUNAL.

CHARGE FOR THIS CERTIFICATE / FRAIS POUR CE CERTIFICAT : CDN 11.95



CLEAR CERTIFICATE / CERTIFICAT LIBRE

SHERIFF OF / SHÉRIF DE : COUNTY OF SIMCOE (BARRIE)

CERTIFICATE # / 43464544-2518532B

N° DE CERTIFICAT :

DATE OF CERTIFICATE / 2021-OCT-08

DATE DU CERTIFICAT :

SHERIFF'S STATEMENT

THIS CERTIFIES THAT THERE ARE NO ACTIVE WRITS OF EXECUTION, ORDERS OR CERTIFICATES OF LIEN FILED WITHIN THE ELECTRONIC DATABASE MAINTAINED BY THIS OFFICE IN ACCORDANCE WITH SECTION 10 OF THE *EXECUTION ACT* AT THE TIME OF SEARCHING AGAINST THE REAL AND PERSONAL PROPERTY OF:

DÉCLARATION DU SHÉRIF

CE CERTIFICAT ATTESTE QU'IL N'Y A AUCUNE ORDONNANCE ACTIVE OU AUCUN BREF D'EXÉCUTION FORCÉE OU CERTIFICAT DE PRIVILÈGE ACTIF DANS LA BASE DE DONNÉES ÉLECTRONIQUE MAINTENUE PAR CE BUREAU AUX TERMES DE L'ARTICLE 10 DE LA *LOI SUR L'EXÉCUTION FORCÉE* AU MOMENT DE LA RECHERCHE VISANT LES BIENS MEUBLES ET IMMEUBLES DE :

NAME SEARCHED / NOM RECHERCHÉ

#	PERSON OR COMPANY / PERSONNE OU SOCIÉTÉ	NAME OR SURNAME, GIVEN NAME(S) / NOM OU NOM DE FAMILLE, PRÉNOM(S)
1.	COMPANY / SOCIÉTÉ	2738284 ONTARIO INC.

CAUTION TO PARTY REQUESTING SEARCH:

1. IT IS THE RESPONSIBILITY OF THE REQUESTING PARTY TO ENSURE THAT THE NAME SEARCHED IS CORRECT.
2. BY VIRTUE OF THIS CERTIFICATE, THE SHERIFF IS ASSURING THAT THIS NAME WILL REMAIN CLEAR UNTIL THE END OF CLOSE OF THIS BUSINESS DATE, UNLESS THE SHERIFF IS DIRECTED OTHERWISE UNDER AN ORDER OF THE COURT.

AVERTISSEMENT À LA PARTIE QUI DEMANDE LA RECHERCHE :

1. IL INCOMBE À LA PARTIE QUI DEMANDE LA RECHERCHE DE S'ASSURER QUE LE NOM RECHERCHÉ EST EXACT.
2. EN VERTU DU PRÉSENT CERTIFICAT, LE SHÉRIF ASSURE QUE CE NOM DEMEURE LIBRE JUSQU' À LA FIN DE CETTE JOURNÉE DE TRAVAIL, À MOINS DE RECEVOIR DES DIRECTIVES CONTRAIRES AUX TERMES D'UNE ORDONNANCE DU TRIBUNAL.

CHARGE FOR THIS CERTIFICATE CDN 11.95
/ FRAIS POUR CE CERTIFICAT :



CLEAR CERTIFICATE / CERTIFICAT LIBRE

SHERIFF OF / SHÉRIF DE : COUNTY OF SIMCOE (BARRIE)

CERTIFICATE # / 43464555-9797453B

N° DE CERTIFICAT :

DATE OF CERTIFICATE / 2021-OCT-08

DATE DU CERTIFICAT :

SHERIFF'S STATEMENT

THIS CERTIFIES THAT THERE ARE NO ACTIVE WRITS OF EXECUTION, ORDERS OR CERTIFICATES OF LIEN FILED WITHIN THE ELECTRONIC DATABASE MAINTAINED BY THIS OFFICE IN ACCORDANCE WITH SECTION 10 OF THE *EXECUTION ACT* AT THE TIME OF SEARCHING AGAINST THE REAL AND PERSONAL PROPERTY OF:

DÉCLARATION DU SHÉRIF

CE CERTIFICAT ATTESTE QU'IL N'Y A AUCUNE ORDONNANCE ACTIVE OU AUCUN BREF D'EXÉCUTION FORCÉE OU CERTIFICAT DE PRIVILÈGE ACTIF DANS LA BASE DE DONNÉES ÉLECTRONIQUE MAINTENUE PAR CE BUREAU AUX TERMES DE L'ARTICLE 10 DE LA *LOI SUR L'EXÉCUTION FORCÉE* AU MOMENT DE LA RECHERCHE VISANT LES BIENS MEUBLES ET IMMEUBLES DE :

NAME SEARCHED / NOM RECHERCHÉ

#	PERSON OR COMPANY / PERSONNE OU SOCIÉTÉ	NAME OR SURNAME, GIVEN NAME(S) / NOM OU NOM DE FAMILLE, PRÉNOM(S)
1.	COMPANY / SOCIÉTÉ	2738285 ONTARIO INC.

CAUTION TO PARTY REQUESTING SEARCH:

1. IT IS THE RESPONSIBILITY OF THE REQUESTING PARTY TO ENSURE THAT THE NAME SEARCHED IS CORRECT.
2. BY VIRTUE OF THIS CERTIFICATE, THE SHERIFF IS ASSURING THAT THIS NAME WILL REMAIN CLEAR UNTIL THE END OF CLOSE OF THIS BUSINESS DATE, UNLESS THE SHERIFF IS DIRECTED OTHERWISE UNDER AN ORDER OF THE COURT.

AVERTISSEMENT À LA PARTIE QUI DEMANDE LA RECHERCHE :

1. IL INCOMBE À LA PARTIE QUI DEMANDE LA RECHERCHE DE S'ASSURER QUE LE NOM RECHERCHÉ EST EXACT.
2. EN VERTU DU PRÉSENT CERTIFICAT, LE SHÉRIF ASSURE QUE CE NOM DEMEURE LIBRE JUSQU' À LA FIN DE CETTE JOURNÉE DE TRAVAIL, À MOINS DE RECEVOIR DES DIRECTIVES CONTRAIRES AUX TERMES D'UNE ORDONNANCE DU TRIBUNAL.

CHARGE FOR THIS CERTIFICATE / FRAIS POUR CE CERTIFICAT : CDN 11.95

THIS IS EXHIBIT “FF”

***referred to in the Affidavit of Paul Sadlon Jr. of the
Township of Springwater, in the Province of Ontario, sworn
before me at the City of Toronto, in the Province of Ontario, on
October 18, 2021, in accordance with O. Reg. 431.20,
Administering Oath or Declaration Remotely***

DocuSigned by:

89A3A842911D42A...

A Commissioner for Taking Affidavits

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

**PS HOLDINGS 1 LLC, PS HOLDINGS 2 LLC
and PS HOLDINGS 3 LLC**

Applicants

- and -

**2738283 ONTARIO INC., 2738284 ONTARIO INC.
and 2738285 ONTARIO INC.**

Respondents

**IN THE MATTER OF THE RECEIVERSHIP OF 2738283 ONTARIO INC.,
2738284 ONTARIO INC. and 2738285 ONTARIO INC.**

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy
and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, and section 101 of the
Courts of Justice Act, RSO 1990, c C.43, as amended**

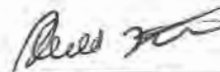
CONSENT

MNP LTD. hereby consents to act as receiver in the above-captioned proceeding.

October 14, 2021

MNP LTD.

Per:



Name: Sheldon Title

Title: Senior Vice-President

I have authority to bind the corporation

PS HOLDINGS 1 LLC et al.

-and- 2738283 ONTARIO INC. et al.
Applicant

Respondents
Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**Proceeding commenced at
Toronto**

CONSENT

FASKEN MARTINEAU DuMOULIN LLP

Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Aubrey E. Kauffman (LSO: 18829N)
akauffman@fasken.com

Daniel Richer (LSO: 75225G)
dricher@fasken.com

Tel: 416 865 4445

Fax: 416 364 7813

Lawyers for the applicants

PS HOLDINGS 1 LLC et al.

Applicant -and- 2738283 ONTARIO INC. et al.

Respondents

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**Proceeding commenced at
Toronto**

**AFFIDAVIT OF PAUL SADLON JR.
(Sworn October 18, 2021)**

FASKEN MARTINEAU DuMOULIN LLP
Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Aubrey E. Kauffman (LSO: 18829N)
akauffman@fasken.com

Daniel Richer (LSO: 75225G)
dricher@fasken.com

Tel: 416 865 4445

Fax: 416 364 7813

Lawyers for the applicants

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

**PS HOLDINGS 1 LLC, PS HOLDINGS 2 LLC
and PS HOLDINGS 3 LLC**

Applicants

- and -

**2738283 ONTARIO INC., 2738284 ONTARIO INC.
and 2738285 ONTARIO INC.**

Respondents

**IN THE MATTER OF THE RECEIVERSHIP OF 2738283 ONTARIO INC.,
2738284 ONTARIO INC. and 2738285 ONTARIO INC.**

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy
and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, and section 101 of the
Courts of Justice Act, RSO 1990, c C.43, as amended**

**SERVICE LIST
(as of October 22, 2021)**

TO: FASKEN MARTINEAU DuMOULIN LLP
Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Aubrey E. Kauffman (LSO: 18829N)
akauffman@fasken.com

Daniel Richer (LSO: 75225G)
dricher@fasken.com

Tel: 416 865 4445
Fax: 416 364 7813

Lawyers for the applicants

2738283 ONTARIO INC.

5510 Ambler Drive, Suite #2
Mississauga, Ontario L4W 2V1

Respondent

2738284 ONTARIO INC.

5510 Ambler Drive, Suite #2
Mississauga, Ontario L4W 2V1

Respondent

2738285 ONTARIO INC.

5510 Ambler Drive, Suite #2
Mississauga, Ontario L4W 2V1

Respondent

RPN FINANCE CORP.

406 North Service Road East, Suite 300
Oakville, Ontario L6H 5R2

1938272 ONTARIO LIMITED

406 North Service Road East, Suite 300
Oakville, Ontario L6H 5R2

COMPUTERSHARE TRUST COMPANY OF CANADA

c/o Equityline Services Corp.
550 Hwy 7 Avenue East, Suite 338
Richmond Hill, Ontario L4B 3Z4

SvN ARCHITECTS + PLANNERS INC.

4th Floor, 110 Adelaide Street East
Toronto, Ontario M5C 1K9

JOHN DARE

241 Applewood Crescent, Unit 9
Concord, Ontario L4K 4E6
john.dare@johndare.ca

MARIA LOUISE LARSEN

2608 Blackham Drive
Abbotsford, British Columbia V2S 7J5

DEPARTMENT OF JUSTICE (CANADA)

Ontario Regional Office
120 Adelaide Street West | Suite 400
Toronto, ON M5H 1T1

Diane Winters (LSO: 20824V)

diane.winters@justice.gc.ca
Tel: 416 973 3172

Ontario Regional Office

torbankruptcy@justice.gc.ca

TO: **MINISTRY OF FINANCE**

Legal Services Branch
College Park, 777 Bay Street, 11th Floor
Toronto, ON M5G 2C8

Insolvency Unit

insolvency.unit@ontario.ca

AND TO: **MNP LTD.**

111 Richmond Street West
Suite 300
Toronto, Ontario M5H 2G4

Sheldon Title

sheldon.title@mnp.ca
Tel: 416 263 6945

Deborah Hornbostel

deborah.hornbostel@mnp.ca
Tel: 416 515 3885

Proposed receiver

EMAIL DISTRIBUTION LIST

akauffman@fasken.com; dricher@fasken.com; sheldon.title@mdp.ca;
deborah.hornbostel@mdp.ca; blake@petromaxx.ca; cameron@pnb.legal;
john.dare@johndare.ca; diane.winters@justice.gc.ca; torbankruptcy@justice.gc.ca;
insolvency.unit@ontario.ca;

PS HOLDINGS 1 LLC et al.

-and- 2738283 ONTARIO INC. et al.
Applicant

Respondents
Court File No. CV-21-00670723-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

**Proceeding commenced at
Toronto**

SERVICE LIST

FASKEN MARTINEAU DuMOULIN LLP

Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Aubrey E. Kauffman (LSO: 18829N)
akauffman@fasken.com

Daniel Richer (LSO: 75225G)
dricher@fasken.com

Tel: 416 865 4445
Fax: 416 364 7813

Lawyers for the applicants

PS HOLDINGS 1 LLC et al.

-and- 2738283 ONTARIO INC. et al.
Applicant

Respondents
Court File No. CV-21-00670723-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

**Proceeding commenced at
Toronto**

APPLICATION RECORD

FASKEN MARTINEAU DuMOULIN LLP

Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Aubrey E. Kauffman (LSO: 18829N)
akauffman@fasken.com

Daniel Richer (LSO: 75225G)
dricher@fasken.com

Tel: 416 865 4445
Fax: 416 364 7813

Lawyers for the applicants