

Court File No. CV-23-00701809-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

-and-

2668438 ONTARIO INC.

Respondent

APPLICATION RECORD OF THE APPLICANT

June 28, 2023

HARRISON PENZA LLP

Barristers & Solicitors

130 Dufferin Avenue, Suite 1101

London, ON N6A 5R2

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Email: thogan@harrisonpensa.com

rdanter@harrisonpensa.com

Lawyers for the Applicant,
The Toronto-Dominion Bank

TO: SERVICE LIST

SERVICE LIST

TO: **MNP LTD.**
111 Richmond Street West, Suite 300
Toronto, Ontario M5H 2G4

Attention: Matthew Lem
Tel: (416) 515-3882
Fax: (416) 232-5240
Email: matthew.lem@mnp.ca

Proposed Receiver

AND
TO: **2668438 ONTARIO INC.**
287 Deerhurst Unit A
Brampton, ON L6T 5K3

Attention: Michael Gonsalves
Email: michael.frontecmetalfab@gmail.com

AND
TO: **MICHAEL GONSALVES**
287 Deerhurst Unit A
Brampton, ON L6T 5K3
Email: michael.frontecmetalfab@gmail.com

AND
TO: **CANADA REVENUE AGENCY**
c/o Department of Justice
Ontario Regional Office
120 Adelaide St. W., Suite 400
Toronto, ON M5H 1T1

Attention: Rakhee Bhandari
Tel: 416-952-8563
Email: rakhee.bhandari@justice.gc.ca

AND
TO: **HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO AS REPRESENTED BY
THE MINISTRY OF FINANCE**
Revenue Collections Branch – Insolvency Unit
33 King Street W., P.O. Box 627
Oshawa, ON L1H 8H5
Email: insolvency.unit@ontario.ca

AND

TO: **FLEX-CAP INC**
9 Rue Des Tournois
Blainville, QC J7C 4Y2

AND

TO: **AXIOM LEASING INC**
4 Robert Speck Parkway, 15th Floor
Mississauga, ON L4Z 1S1

AND

TO: **9859870 CANADA INC**
250-5101 Buchan
Montreal, QC H4P 2R9

AND

TO: **ICAPITAL FINANCIAL SERVICES CORP.**
68 Jutland Block B Unit 7
Etobicoke, ON M8Z 2G6

AND

TO: **MERIDIAN ONECAP CREDIT CORP.**
4710 Kingsway, Suite 1500
Burnaby, BC V5H 4M2

AND

TO: **THE BANK OF NOVA SCOTIA**
10 Wright Boulevard
Stratford, ON L7L 6M9

AND

TO: **ROYAL BANK OF CANADA**
36 York Mills Road, 4th Floor
Toronto, ON M2P 0A4

300-5575 North Service Road
Burlington, ON L7L 6M1

AND

TO: **GOLD CARD LEASING**
o/b GOLDCARD INC.
150 Bridgeland Avenue, Ste 201
Toronto, ON M6A 1Z5

AND

TO: **EQUIREX, a division of**
BENNINGTON FINANCIAL CORP.
101-1465 North Service Road East
Oakville, ON L6H 1A7

AND

TO: **GRANDE NATIONAL LEASING INC**

8201 Keele Steet, Unit 1

Concord, ON L4K 1Z4

INDEX

INDEX

Tab	Document	Page No.
1	Notice of Application, issued June 27, 2023	8
	Schedule “A-1” – Appointment Order (clean)	20
	Schedule “A-2” – Appointment Order (blacklined)	37
2	Affidavit of Kathryn Furfaro, sworn June 9, 2023	56
	Exhibit “A” – Corporate Profile Report of the Debtor	69
	Exhibit “B” – Letter Agreement	77
	Exhibit “C” – Lease Agreement	93
	Exhibit “D” – GSA	133
	Exhibit “E” – Personal Property Security Registration System Results for the Debtor	146
	Exhibit “F” – Email dated April 13, 2023	247
	Exhibit “G” – Emails dated April 13 and April 14, 2023	250
	Exhibit “H” – Letter dated May 10, 2023	257
	Exhibit “I” – Email dated May 16, 2023	262
	Exhibit “J” – Demand with corresponding registered mail receipt	265
	Exhibit “K” – Guarantor Demand with corresponding registered mail receipt	271
	Exhibit “L” – Email dated May 22, 2023	275
	Exhibit “M” – Emails dated May 23, 2023	278

Tab 1



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

THE TORONTO-DOMINION BANK

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2668438 ONTARIO INC.

Respondent

NOTICE OF APPLICATION

**APPLICATION UNDER SECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT,
RSC 1985, C. B-3, AS AMENDED AND SECTION 101 OF THE COURTS OF JUSTICE ACT,
R.S.O. 1990, C.C.43**

TO THE RESPONDENT:

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

THIS APPLICATION will come on for a hearing:

- In person
- By telephone conference
- By video conference

at the following location:

On a date to be set by the Court, by judicial teleconference via Zoom at Toronto, Ontario. Zoom particulars to follow.

IF YOU WISH TO OPPOSE THIS APPLICATION, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38C 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 not later than 2 p.m. on the day 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:

Issued by _____

Registrar
Superior Court of Justice
Commercial List
7th Floor, 330 University
Avenue, Toronto M5G 1R7

TO: Service List Attached

SERVICE LIST

TO: **MNP LTD.**
111 Richmond Street West, Suite 300
Toronto, Ontario M5H 2G4

Attention: Matthew Lem
Tel: (416) 515-3882
Fax: (416) 232-5240
Email: matthew.lem@mnp.ca

Proposed Receiver

AND
TO: **2668438 ONTARIO INC.**
287 Deerhurst Unit A
Brampton, ON L6T 5K3

Attention: Michael Gonsalves
Email: michael.frontecmetalfab@gmail.com

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TO: **MICHAEL GONSALVES**
287 Deerhurst Unit A
Brampton, ON L6T 5K3
Email: michael.frontecmetalfab@gmail.com

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TO: **CANADA REVENUE AGENCY**
c/o Department of Justice
Ontario Regional Office
120 Adelaide St. W., Suite 400
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AND

TO: **GRANDE NATIONAL LEASING INC**
8201 Keele Steet, Unit 1
Concord, ON L4K 1Z4

THE APPLICATION IS FOR:

The Applicant, The Toronto-Dominion Bank (the “**Applicant**” or the “**Bank**”), seeks the following relief:

1. An order (the “**Appointment Order**”) substantially in the form attached hereto as Schedule “A”, *inter alia*, appointing MNP Ltd. (“**MNP**”, or the “**Receiver**”), without security, of all of the assets, undertakings and properties of the Respondent, 2668438 Ontario Inc. (the “**Debtor**”), acquired for, or used in relation to a business or businesses carried on by the Debtor;
2. That the time for service, filing and confirming of the Notice of Application and the Application Record be abridged and validated so that this application is properly returnable today and dispensing with further service thereof; and,
3. Such further and other relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE APPLICATION ARE:

The Debtor

1. The Debtor is a corporation incorporated pursuant to the laws of the Province of Ontario, with its head office located in Brampton, carrying on business as “Frontec Metal Fab”.

The Financing and the Bank’s Security

2. As of May 19, 2023, the Debtor was indebted to the Bank in the amount of \$1,783,676.11, plus the costs of enforcement, including legal and professional costs, and interest (the “**Indebtedness**”) in respect of financing advanced to the Debtor pursuant to the terms of to a Demand Operating Facility Agreement dated October 26, 2020 (the “**Letter Agreement**”) and a Master Equipment Lease No. T000005973 dated April 6, 2021 (the “**Lease Agreement**”).
3. The credit facility established by the Letter Agreement was the following:

- a. Operating Loan: with a maximum credit limit of \$300,000.00, (the “**Operating Loan**”).
4. The Lease Agreement included the following schedules:
 - a. Leasing Schedule No. 21004920 dated April 6, 2021;
 - b. Leasing Schedule No. 21006300 dated April 23, 2021;
 - c. Leasing Schedule No. 22111510 dated August 8, 2022; and,
 - d. Leasing Schedule No. 23000320 dated January 9, 2023.(3 (a) and 4 (a) – (d) collectively, the “**Financing**”).
5. As consideration for the Financing, the Debtor requested and did receive the following guarantee:
 - a. Guarantee dated October 29, 2020, from Michael Gonsalves, unlimited in sum (the “**Guarantee**”).
6. The Bank holds, *inter alia*, the following as security for the Financing:
 - a. General Security Agreement dated October 29, 2020, from the Debtor (the “**GSA**”); and,
 - b. Title reservation and Security pursuant to the Lease Agreement.(collectively, the “**Security**” or the “**Bank’s Security**”).

The Bank’s Security Interest in the Respondent’s Personal Property

7. The Bank has registered Financing Statements against the Debtor pursuant to the provisions of the *Personal Property Security Act* (Ontario) (the “**PPSA**”) to perfect its security interest in the property of the Debtor secured under the GSA and under the Lease Agreement.
8. The Personal Property Security Registration System Search Results for the Debtor confirm that the Bank has a perfected security interest in the personal property of the

Debtor secured under the GSA and under the Lease Agreement. All other creditors having a security interest in the personal property of the Debtor have been served with the within motion.

Defaults and Demands

9. The Debtor defaulted under the terms of the Financing as a result of, *inter alia*:
- a. chronic and unresolved borrowing excesses, whereby the Debtor exceeded or continued to exceed the authorized credit limit of the Operating Loan;
 - b. unusual account transactions with attempts to wire funds on deposited and not cleared cheques; and,
 - c. The Debtor's failure to make payments as they became due under the Lease Agreement.

(collectively, the "**Defaults**")

10. As a result of the Defaults:
- a. The Bank issued e-mail correspondence to the Debtor providing a payout statement and confirming:
 - i. the Defaults and an unauthorized excess of \$245,000;
 - ii. that the Bank required the Debtor to make alternative banking relationships on or before thirty (30) days from April 14, 2023;
 - iii. that the Debtor's accounts with the Bank were placed on deposit-only with five (5) day holds on non-verified funds;
 - b. The Bank did deliver a demand for payment and a Notice of Intention to Enforce Security to the Debtor, both dated May 19, 2023, pursuant to section 244(1) of the

Bankruptcy and Insolvency Act (the “**BIA**”), (the “**Demand**”). The Bank also issued a demand for payment to the Guarantor, Michael Gonsalves, dated May 19, 2023 (the “**Guarantor Demand**”) (collectively, the “**Demands**”).

11. The Bank did retain an agent who spoke with a representative of the Debtor who attempted to gain access to inspect the Bank security with no success. The Bank agent was advised that:
 - a. The Debtor’s operations became “mobile” and equipment could be in Thunder Bay; and,
 - b. The Debtor’s principal Michael Gonsalves has had a stroke and is out of the country.
12. Bank counsel has corresponded with Peter Nalli as management of the Debtor, who denies the Defaults and has advised “see you in court”.
13. MNP, as proposed Receiver did attend the address the Bank has understood the Debtor operated from, and MNP has reported that the Debtor is not operating from this premises and was advised by the owner of this property that debtor had left in November 2022 and did not pay rent for 3 months totaling approximately \$50,000.
14. All statutory notice periods in relation to the Demands have expired and the Obligations remain unpaid. The Debtor has defaulted under the Financing.

The Appointment of a Receiver

15. The Indebtedness due pursuant to the Demands has not been paid. The ten (10) day period under section 244 of the *BIA* has expired. The Bank is in a position to appoint a receiver over the assets and property of the Debtor pursuant to section 243 of the *BIA*.

16. The provisions of the Bank's Security provide the Bank with the power to appoint a Receiver over all personal property of the Debtor as secured by the GSA and the Lease Agreement.

The Bank's Position

17. The Debtor is in default of the Financing, and the Defaults continue.
18. The Debtor is insolvent, the Demands have expired, and the Bank is unwilling to provide the Debtor with any further credit or with any forbearance.
19. The Bank is in a position to seek the order appointing the Receiver, pursuant to the provisions of the GSA.
20. A Receiver is necessary to complete an orderly sale of the Debtor's property and apply any proceeds of such sale to the obligations of the Debtor.
21. It is the Bank's position that the appointment of the Receiver is just and equitable and is necessary for the protection of the estate of the Debtor, and the interests of the Bank, as a secured creditor, and other stakeholders.
22. The Bank proposes that MNP be appointed as Receiver, without security, over all personal property of the Debtor, as secured by the GSA.
23. MNP has consented to act as Receiver should this Honourable Court so appoint it.
24. Section 243 of the *Bankruptcy and Insolvency Act, R.S.C., 1985, c. B-3, as amended*.
25. Section 101 of the *Courts of Justice Act, R.S.O. 1990, c. C.43, as amended*.
26. Rule 3, 14, 38 and any other applicable Rule of the *Rules of Civil Procedure*.

27. Such further and other grounds as counsel may advise.

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

1. The Notice of Application and all Schedules thereto;
2. The Affidavit of Kathryn Furfaro, sworn June 9, 2023, and all Exhibits thereto;
3. The Report of MNP, as proposed receiver, to be filed.
4. The Consent of the Receiver; and,
5. Such further and other material as counsel may advise and this Honourable Court may permit.

June 27, 2023

HARRISON PENZA LLP

Barristers & Solicitors

130 Dufferin Avenue, Suite 1101

London, ON N6A 5R2

Timothy C. Hogan (LSO #36553S)

Robert Danter (LSO #69806O)

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Email: thogan@harrisonpensa.com

rdanter@harrisonpensa.com

Lawyers for the Applicant,

The Toronto-Dominion Bank

Schedule “A-1” – Appointment Order (Clean)

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

)

DAY, THE

)

JUSTICE

)

DAY OF

THE TORONTO-DOMINION BANK

Applicant

- and -

2668438 ONTARIO INC.

Respondent

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by the Applicant 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. as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of 2668438 Ontario Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day by judicial videoconference via Zoom, at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Kathryn Furfaro sworn June 9, 2023 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant, no one else appearing, although duly served as appears from the affidavit of service of Lindsay Ferguson sworn and on reading the consent of MNP Ltd. to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record 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 Ltd. 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 relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

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

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$, provided that the aggregate consideration for all such transactions does not exceed \$; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* 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 Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with

leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, including, but not limited to, any illness or bodily harm resulting from a party or parties contracting COVID-19, 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 \$50,000 (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 "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

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

SERVICE AND NOTICE

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

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

GENERAL

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

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

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

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

31. THIS COURT ORDERS that the 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 substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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

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

Justice, Ontario Superior Court of Justice

Commercial List

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that MNP Ltd., the receiver (the "Receiver") of the assets, undertakings and properties of 2668438 Ontario Inc. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

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

Per: _____

Name:

Title:

THE TORONTO-DOMINION BANK

2668438 ONTARIO INC.

v.

Applicant

Respondent

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

ORDER

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Lawyers for the Applicant,
The Toronto-Dominion Bank

Schedule "A-2" – Appointment Order (Blacklined)

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 _____) ~~WEEKDAYDAY~~, THE #
JUSTICE _____)
DAY OF ~~MONTH, 20YR~~

~~PLAINTIFF~~¹ THE TORONTO-DOMINION BANK

~~Plaintiff~~Applicant

- and -

~~DEFENDANT~~2668438 ONTARIO INC.

~~Defendant~~Respondent

ORDER
(~~appointing~~ Appointing Receiver)

THIS ~~MOTION~~APPLICATION made by the ~~Plaintiff~~Applicant² 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. as receiver ~~{and manager}~~ (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~2668438 Ontario Inc. (the "Debtor") acquired for, or used in relation to a business carried

¹ ~~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.~~

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

on by the Debtor, was heard this day by judicial videoconference via Zoom, at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~ Kathryn Furfaro sworn June 9, 2023~~[DATE]~~ and the Exhibits thereto, and on hearing the submissions of counsel for ~~[NAMES]~~ the Applicant, no one ~~appearing for [NAME] although~~ else appearing, although duly served as appears from the affidavit of service of ~~[NAME]~~ Lindsay Ferguson sworn ~~[DATE]~~ and on reading the consent of ~~[RECEIVER'S NAME]~~ MNP Ltd. to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion Application and the Motion Application Record 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 Ltd. 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:

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.~~

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

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.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 and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$, provided that the aggregate consideration for all such transactions does not exceed \$; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~for section 31 of the Ontario *Mortgages Act*, as the~~

~~⁴This 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.~~

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

~~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.~~

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto

paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, including, but not limited to, any illness or bodily harm resulting from a party or parties contracting COVID-19, 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 \$50,000_____ (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

~~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".~~

favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

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

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

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

GENERAL

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

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

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

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

31. THIS COURT ORDERS that the PlaintiffApplicant shall have its costs of this ~~motion~~Application, 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 substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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

31-33. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order and is enforceable without the need for entry or filing.

Justice, Ontario Superior Court of Justice

Commercial List

~~DOCSTOR: 1771742~~8

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~{RECEIVER'S NAME}~~MNP Ltd., the receiver (the "Receiver") of the assets, undertakings and properties ~~{DEBTOR'S NAME}~~of 2668438 Ontario Inc. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "~~“Court”~~") dated the ___ day of _____, 20__ (the "~~“Order”~~") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "~~“Lender”~~") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the ____ day of _____, 20__.

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

Per: _____

Name:

Title:

THE TORONTO-DOMINION BANK

2668438 ONTARIO INC.

v.

Applicant

Respondent

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

ORDER

HARRISON PENZA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, Ontario N6A 5R2

**Timothy C. Hogan (LSO #36553S)
Robert Danter (LSO #69806O)**

Tel : (519) 661-6743

Fax: (519) 667-3362

Email: thogan@harrisonpenza.com
rdanter@harrisonpenza.com

Lawyers for the Applicant,
The Toronto-Dominion Bank

THE TORONTO-DOMINION BANK

2668438 ONTARIO INC.

v.

Applicant

Respondent

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

NOTICE OF APPLICATION

HARRISON PENZA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, Ontario N6A 5R2

**Timothy C. Hogan (LSO #36553S)
Robert Danter (LSO #69806O)**

Tel : (519) 661-6743

Fax: (519) 667-3362

Email: thogan@harrisonpenza.com
rdanter@harrisonpenza.com

Lawyers for the Applicant,
The Toronto-Dominion Bank

Tab 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

-and-

2668438 ONTARIO INC.

Respondent

AFFIDAVIT OF KATHRYN FURFARO

(Sworn June 9, 2023)

I, **KATHRYN FURFARO**, of the City of Toronto, in the Province of Ontario,

MAKE OATH AND SAY:

1. I am a Manager with the Applicant, The Toronto-Dominion Bank (the **“Bank”**), and as such have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary these matters are within my own knowledge and are true. Where I have indicated that I have obtained facts from other sources, I have identified the source and I believe those facts to be true.

The Debtor

2. The Respondent, 2668438 Ontario Inc. (the **“Debtor”**), is a company incorporated pursuant to the laws of the Province of Ontario, with its registered office located in the City of Brampton, Ontario, carrying on business as “Frontec Metal Fab”. Attached hereto and marked as **Exhibit “A”** is a true copy of the corporate profile search results for the Debtor.

3. Michael Gonsalves (“**Gonsalves**”) is an individual who resides in Brampton, Ontario and was at material times a principal of the Debtor and a guarantor of the Obligations in relation to the Financing, as defined herein, to the Debtor.
4. The Debtor defaulted under the terms of the Financing as a result of:
 - a. chronic and unresolved borrowing excesses, whereby the Debtor exceeded or continued to exceed the authorized credit limit of the Operating Loan;
 - b. unusual account transactions with attempts to wire funds on deposited and not cleared cheques; and,
 - c. The Debtor’s failure to make payments as they became due under the Lease Agreement(collectively, the “**Defaults**”).
5. The Bank is unwilling to provide the Debtor with any further credit or forbearance.

The Financing and The Bank’s Security

6. As of May 19, 2023 the Debtor is indebted to the Bank in the amount of \$1,783,676.11, plus the costs of enforcement, including legal and professional costs, and interest (the “**Obligations**”), in respect of certain financing advanced to the Debtor pursuant to the terms of a Demand Operating Facility Agreement dated October 26, 2020 (the “**Letter Agreement**”) and a Master Equipment Lease No. T000005973 dated April 6, 2021 (the “**Lease Agreement**”). Attached hereto and marked as **Exhibit “B”** is a true copy of the Letter Agreement. Attached hereto and marked as **Exhibit “C”** is a true copy of the Lease Agreement.
7. The credit facility established by the Letter Agreement are:
 - a. Operating Loan: with a maximum credit limit of \$300,000.00, upon which the sum of \$556,773.72 was owing as at May 19, 2023 (the “**Operating Loan**”).
8. The Lease Agreement included the following schedules:

- a. Leasing Schedule No. 21004920 dated April 6, 2021;
- b. Leasing Schedule No. 21006300 dated April 23, 2021;
- c. Leasing Schedule No. 22111510 dated August 8, 2022; and,
- d. Leasing Schedule No. 23000320 dated January 9, 2023.

(7 (a) and 8 (a) – (d) collectively, the “**Financing**”).

- 9. The Operating Loan is payable on demand.
- 10. As consideration for the Financing, the Debtor requested and did receive the following guarantee:
 - a. Guarantee dated October 29, 2020, from Gonsalves, unlimited in sum (the “**Guarantee**”);
- 11. The Bank holds the following security over the property of the Debtor, as security for the Financing:
 - a. General Security Agreement dated October 29, 2020 (the “**GSA**”). Attached hereto and marked as **Exhibit “D”** is a true copy of the GSA; and
 - b. Specific security pursuant to the Lease Agreement, including with respect to:
 - i. New 2020 Acme Model LP6025D Fiber Laser Cutting Machine c/w accessories and all attachments, Serial Number 65086;
 - ii. New 2020 Bobcat M0369-S76 T4 Skid Steer c/w all attachments and accessories, Serial Number B4CD11935;
 - iii. New 2022 Revolution Machine Tools 20 HP, 150 Ton Hydraulic Precision Press Brake and all attachments and accessories, Serial Number 19122430111;
 - iv. New 2022 Masteel MIWH-180, Double Cylinder Hydraulic Ironworker c/w all attachments and accessories, Serial Number 61007436; and,
 - v. New 2022 Inanlar Prestige, Hydraulic Press Brake CNC HAP 640 30/25 c/w attachments and accessories

(collectively, the “**Equipment**”)

(collectively, the “**Security**”).

The Bank's Security Interest in the Personal Property of the Debtor

12. The GSA secures the following personal property of the Debtor:

1. SECURITY INTEREST

The Grantor [the Debtor] hereby grants to the Bank a security interest in, and assigns (other than with respect to trademarks), mortgages, charges, and pledges (collectively, the "Security Interest") to the Bank, all property of the Grantor, including all present and after acquired personal property and all other property, assets and undertakings of any kind hereinafter described below, in which the Grantor has, or hereafter acquires, any right, title or interest, and accretions and accessions thereto (collectively called the "Collateral")...

2. OBLIGATIONS SECURED

The Security interest secures payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wheresoever or howsoever incurred, whether incurred before, at the time of or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from the dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

13. The Bank also holds a purchase-money security interest in the Equipment.
14. The Bank has registered Financing Statements as against the Debtor pursuant to the provisions of the *Personal Property Security Act* (Ontario) (the "**PPSA**") to perfect its security interest in the personal property of the Debtor secured under the GSA and the Lease Agreement.
15. The Personal Property Security Registration System Search Results for the Debtor confirms that the Bank holds a perfected security interest in the personal property of the Debtor as secured by the GSA and the Lease Agreement. Attached hereto and marked as **Exhibit "E"** is a true copy of the Personal

Property Security Registration System Search Results for the Debtor, current to April 26, 2023.

16. The majority of other registrations as against the Debtor under the PPSA appear to be property-specific in nature.

Defaults and the Demands

17. The Debtor is insolvent, and has defaulted under the Financing, as set out above.
18. In later March of 2023, the Bank became concerned as to the operations of the Debtor's bank accounts as a result of:
 - a. On March 30, 2023, a chargeback of \$216,000 as a result of a cheque deposited into the account returned non-sufficient funds upon which the Debtor drew cheques;
 - b. On March 31, 2023, a chargeback of \$119,000 as a result of a cheque deposited into the account returned non-sufficient funds upon which the Debtor drew cheques.
19. A review of three of the cheques deposited to the Borrower's account that led to the chargebacks noted above at paragraph 18 caused the Bank concern as they appeared to be signed with a signature similar to the signatory on the Borrower's account at the Bank.
20. The chargebacks noted above at paragraph 18 led to an overdraft position of \$245,000.

21. By way of email dated April 13, 2023, the Bank advised the Debtor of:
- a. the unauthorized excess borrowings of \$245,000.00
 - b. provided the Debtor until May 11, 2023 to pay its obligations along with a payout statement
 - c. the Debtor's accounts were placed on deposit only with holds on non-verified funds.

Attached hereto and marked as **Exhibit "F"** is the email dated April 13, 2023.

22. By way of emails dated April 13 and 14, 2023, following emails from the Debtor, the Bank advised that the Debtor was being provided 30 days to seek alternative banking arrangements. The Debtor advised that it was "*willing to close my line of credit, business visa and business bank account since I am not appreciated anymore as a valued customer*" and denied defaults under leases with the Bank. Attached hereto and marked as **Exhibit "G"** is the emails dated April 13 and 14, 2023.

23. By way of letter dated May 10, 2023, from the Bank's counsel, the Defaults were confirmed, and advised that the Obligations were to be paid in full on or before May 15, 2023. Attached hereto and marked as **Exhibit "H"** is the letter dated May 10, 2023.

24. The Debtor failed and/or refused to pay the Obligations following receipt of the Bank's requests.

25. On May 10, 2023, the Bank retained Adam Moskowitz (“**Moskowitz**”) of Platinum Asset Services to inspect the Equipment. I am advised by Moskowitz, and verily believe to be true, that he spoke with a representative of the Debtor that advised that Gonsalves had a stroke and was out of the country. Further, since COVID-19, the business operated by the Debtor was mobile, and the Equipment was moved from job site to job site, which was currently in Thunder Bay, Ontario.
26. On May 16, 2023, the Bank emailed the Debtor, which summarized the conversation between Moskowitz and the Debtor’s representative, and advised that in the absence of a fulsome response to the Bank and access to the Debtor’s equipment being provided to the Bank’s agent, the Bank will proceed to take steps to protect its interest, including issuing demands for payment and the requisite notices. Attached hereto and marked as **Exhibit “I”** is the email dated May 16, 2023.
27. As a result of the Defaults, the Bank did deliver a demand for payment and a Notice of Intention to Enforce Security to the Debtor, both dated May 19, 2023, pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”), (the “**Demand**”). Attached hereto and marked as **Exhibit “J”** is a true copy of the Demand with the corresponding registered mail receipt.
28. As the Guarantee was payable on demand, on May 19, 2023, the Bank also issued a demand for payment to Gonsalves (the “**Guarantor Demand**”). Attached hereto and marked as **Exhibit “K”** is a true copy of the Guarantor Demand with the corresponding registered mail receipt.
29. On May 22, 2023, counsel for the Bank received an email from Peter Nalli (“**Nalli**”), on behalf of Gonsalves, advising, among other things, to no longer try to

contract Gonsalves unless a Statement of Claim is being served and that Gonsalves is in recovery. Attached hereto and marked as **Exhibit “L”** is the email dated May 22, 2023.

30. On May 23, 2023, counsel for the Bank emailed Nalli, advising that the Bank has the clear right to inspect the Equipment, and the Debtor’s refusal to cooperate was a substantial concern to the Bank. Further, the Bank is relying on the Demand and Guarantor Demand (collectively, the **“Demands”**), and is reserving all rights. To which the response was “Please do not contact me again. See you in court”. Attached hereto and marked as **Exhibit “M”** are the emails dated May 23, 2023.
31. I am advised and verily believe to be true that on May 26, 2023, Matthew Lem of MNP Ltd. (**“MNP”**) attended 287 Deerhurst Dr., Unit A, Brampton, Ontario, the reported address of the Debtor, and was advised by the owner of the premises that the Debtor had vacated the premises in November 2022, and did not pay rent for 3 months, totalling about \$50,000.00.
32. The Debtor and Gonsalves have failed and/or refused to cooperate with the Bank on an inspection of the Equipment or provide payment for the amount of their Obligations following the receipt of the Demands.

The Appointment of a Receiver

33. The Obligations due pursuant to the Demand have not been paid. The Debtor is in default of the Financing.
34. The ten (10) day period under section 244(1) of the *BIA* has expired. The Bank is in a position to appoint a Receiver over the property of the Debtor as secured

pursuant to the Security, pursuant to section 243 of the *BIA*.

Personal Property

35. Paragraph 12 of the GSA grants the Bank the right to appoint a Receiver over all personal property of the Debtor, secured thereunder, as a result of the Defaults, as follows:

12. REMEDIES

(a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law or in equity, will have the rights and remedies set out below, which may be enforced successively or concurrently:

(xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").

(b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.

(c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.

36. The Debtor is in default of the terms of the Financing and the Obligations are due and payable in full.

37. The provisions of the Bank's Security provide the Bank with the power to appoint a Receiver over all personal property of the Debtor as secured by the GSA.

The Bank's Position

38. The Debtor is in default of the Financing, which Defaults continue.
39. The Debtor is insolvent, the Demands have expired, and the Bank is unwilling to provide the Debtor with any further credit or with any forbearance.
40. The Bank is in a position to seek the Order Appointing the Receiver, pursuant to the provisions of the GSA.
41. It is the Bank's position that the appointment of the Receiver is just and equitable and is necessary for the protection of the estate of the Debtor, and the interests of the Bank, as a secured creditor, and other stakeholders.
42. The Bank proposes that MNP be appointed as Receiver, without security, over all personal property of the Debtor as secured by the GSA.
43. MNP has consented to act as Receiver should this Honourable Court so appoint it.
44. This affidavit is made in support of the within application for the appointment of MNP as Receiver, without security, over all of the assets, undertakings, and properties of the Debtor, and for no other improper purpose.

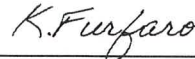
Sworn or Affirmed before me: in person OR by video conference

by Kathryn Furfaro of the City of Toronto in the Province of Ontario, before me at the City of London in the Province of Ontario, on June 9, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

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



Signature of Commissioner



KATHRYN FURFARO

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

-and-

2668438 ONTARIO INC.

Respondent

ATTACHED HERETO ARE EXHIBITS "A" TO "M"
AS REFERRED TO IN THE AFFIDAVIT OF KATHRYN FURFARO,
SWORN BEFORE ME BY VIDEOCONFERENCE ON JUNE 9, 2023.



A Commissioner, etc.

Exhibit “A”



Profile Report

2668438 ONTARIO INC. as of April 27, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	2668438 ONTARIO INC.
Ontario Corporation Number (OCN)	2668438
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	November 30, 2018
Registered or Head Office Address	287 Deerhurst Unit A, Brampton, Ontario, Canada, L6T 5K3

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name MICHAEL GONSALVES
Address for Service 15 Timberwolf Rd, Brampton, Ontario, Canada, L6P2B4
Resident Canadian Yes
Date Began December 06, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name

MICHAEL GONSALVES

Position

President

Address for Service

15 Timberwolf Rd, Brampton, Ontario, Canada, L6P2B4

Date Began

December 06, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

2668438 ONTARIO INC.

Effective Date

November 30, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Business Names

Name	FRONTEC METAL FAB
Business Identification Number (BIN)	281248450
Registration Date	November 30, 2018
Expiry Date	November 29, 2023

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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

Expired or Cancelled Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: MICHAEL GONSALVES	April 05, 2023
CIA - Notice of Change PAF: GARY FARINHA	December 06, 2022
Archive Document Package	February 16, 2022
CIA - Notice of Change PAF: MICHAEL GONSALVES - DIRECTOR	May 13, 2020
Annual Return - 2019 PAF: GARY FARINHA - DIRECTOR	March 15, 2020
CIA - Initial Return PAF: GARY FARINHA - DIRECTOR	February 13, 2019
BCA - Articles of Incorporation	November 30, 2018

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

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Exhibit “B”

Mississauga Commercial Banking Center
20 Milverton Dr & Hwy 10
Mississauga, ON
L5R 3G2
Telephone No.: (999) 999 -9999
Fax No.: (905) 890 4136

October 26, 2020

2668438 ONTARIO INC
287 DEERHURST UNIT A
BRAMPTON, ON
L6T 5K3

Dear Mr. Gonsalves,

Demand Operating Facility Agreement

This Agreement between: **The Toronto-Dominion Bank** (the "Bank"), through its Mississauga Commercial Banking Center branch, in Mississauga ON.

and

Borrower's Legal Name: 2668438 ONTARIO INC (herein called the "Borrower")

Whereas:

- (i) the Bank has agreed to establish a revolving demand credit facility (the "Facility");
- (ii) the Facility is uncommitted and made available at the sole discretion of the Bank. The Facility may be cancelled at any time even if the Borrower complies with all of the terms and conditions;
- (iii) the Facility will operate on the basis established in this Demand Operating Facility Agreement including without limitation the Standard Terms and Conditions attached as Schedule "A" (the "Agreement"), the terms of which may be changed by the Bank from time to time at the Bank's sole discretion.

In consideration of the Bank establishing the Facility, the Borrower hereby agrees with the Bank to the following terms and conditions:

CREDIT LIMIT:

- 1) CAD \$300,000

PURPOSE

The Borrower will use the Facility to fund working capital.

BORROWING OPTIONS

The Bank will make the Facility available by way of:

- Prime Rate Based Loans in CAD\$ ("Prime Based Loans")

AVAILABILITY OF THE FACILITY

The Borrower acknowledges that the Facility is uncommitted and is not automatically available upon satisfaction of the terms and conditions, including without limitation the Representations & Warranties, Positive Covenants, Negative Covenants, or Financial Covenants set out herein.

The Bank can demand repayment and/or cancel the availability of the Facility at any time in its sole discretion.

INTEREST RATES AND STAMPING FEES

For the Borrowing Options available to the Borrower, interest rates and fees are as follows:

- Prime Based Loans: Prime Rate + 2.000 % per annum

Information on Interest Rate Definitions, Interest Calculations and Payment is set out in the Schedule "A" attached hereto.

ARRANGEMENT FEE

The Borrower will pay a non-refundable arrangement fee of CAD \$2,500 prior to the first drawdown hereunder.

ADMINISTRATION FEE

The Borrower will pay an Administration Fee of CAD \$150 per month.

EXCESS MONITORING FEE

The Borrower may, at the Bank's discretion, be charged an Excess Monitoring Fee of \$250.00, payable in the currency of the Facility, each time that the Credit Limit of the Facility is exceeded. Any extension of credit above the Credit Limit will be at the Bank's sole and absolute discretion.

RENEWAL FEE

CAD\$ 1,000 per annum

DRAWDOWN

The Borrower can use the Facility on a revolving basis.

The Borrower will follow the provisions set out in this Agreement with respect to notice periods, minimum amounts of draws, interest periods, and applicable terms.

DISBURSEMENT CONDITIONS

The Borrower will not avail itself of the Facility nor will the Bank make the Facility available to the Borrower until the Borrower has fulfilled the standard Disbursement Conditions contained in Schedule "A" and the following disbursement conditions:

- a) All security is to be in order and on hand.
- b) A satisfactory Site Visit Report shall have been completed by the Bank.
- c) Most recent 3 months of aged A/R, aged A/P and inventory listings for 2668438 Ontario Inc. to be on hand to the satisfaction of the Bank.

OVERDRAFTS

The Borrower will have access to Prime Based Loans under the Facility via overdraft from Current Account Number 5046438 at Branch 1140 (the "Current Account") up to the Credit Limit.

REPAYMENT

The Borrower agrees to repay the Bank on demand. If the Bank demands repayment, the Borrower will pay to the Bank all amounts outstanding under the Facility, including without limitation, as applicable, the amount of all unmatured B/As and the amount of all drawn and undrawn L/Gs and L/Cs. All costs to the Bank and all loss suffered by the Bank in re-employing the amounts so repaid will be paid by the Borrower.

SECURITY

The following security shall be provided, shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form, supported by resolutions and solicitor's opinion, all acceptable to the Bank:

General Security Agreement ("GSA") representing a First charge on all the Borrower's present and after

- a) acquired personal property, including without limitation the following equipment:

- Unlimited Guarantee of Advances
- b) - Executed by MICHAEL A GONSALVES (the "Guarantor")
- c) Assignment (or evidence) of Fire Insurance
- d) Postponement and Assignment of Creditor's Claim executed by 2668438 ONTARIO INC.

All persons and entities required to provide a guarantee shall be referred to herein individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors".

All of the above security and guarantees shall be referred to collectively in this Agreement as "Bank Security".

PERMITTED LIENS

Permitted Liens as referred to in Schedule "A" are:

- a) Purchase Money Security Interests in equipment which Purchase Money Security Interests exist on the date of this Agreement ("Existing PMSIs") which are known to the Bank and all future Purchase Money Security Interests on equipment acquired to replace the equipment under Existing PMSIs, provided that the cost of such replacement equipment may not exceed the cost of the equipment subject to the Existing PMSI by more than 10%

REPRESENTATIONS & WARRANTIES

The Borrower makes the Standard Representations and Warranties set out in Schedule "A".

All representations and warranties shall be deemed to be continually repeated so long as the Borrower has any dealings with the Bank.

POSITIVE COVENANTS

The Borrower will observe the Standard Positive Covenants set out in Schedule "A".

REPORTING COVENANTS

The Borrower will provide:

- 1) Annual Notice to Reader financial statements within 120 calendar days of fiscal year end for 2668438 Ontario Inc.
- 2) Provide Aged Accounts Receivables, Accounts Payables, and Inventory listings for 2668438 Ontario Inc. within 120 days of fiscal year end.
- 3) Delivery of a Personal Financial Statement and Privacy Agreement from the Guarantor(s) and such supporting documentation as the Bank may reasonably request.

Independent Auditor:

So long as the Borrower is indebted to the Bank, the Borrower acknowledges and agrees that the Bank may, from time to time, engage, at the Borrower's expense, an independent auditor to examine the Borrower's books, records and physical assets and perform such tests and analysis and other verifications as the Bank may, in its sole discretion, determine necessary to assess its loan risk and realizable value of the Bank Security. The Borrower agrees that it shall provide the Bank's representative(s), including such independent auditor, with its full and complete cooperation and assistance.

**NEGATIVE
COVENANTS**

The Borrower will observe the Standard Negative Covenants set out in Schedule "A".

**SCHEDULE "A"
TERMS AND
CONDITIONS**

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which are applicable to the Borrower and which apply to this Facility. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

We trust you will find these Facilities helpful in meeting your ongoing financing requirements. We ask that you acknowledge this offer of financing (which includes the Standard Terms and Conditions) by signing and returning the attached duplicate copy of this agreement to the undersigned by November 6, 2020.

Yours truly,

THE TORONTO-DOMINION BANK



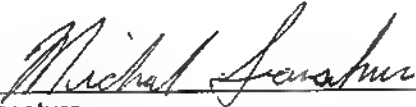
Aditya Prabhune
Account Manager



Ryan Winslow
Manager Commercial Services

TO THE TORONTO-DOMINION BANK:

2668438 ONTARIO INC hereby accepts the foregoing offer this 29 day of Oct, 2020. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.



Signature

MICHAEL GONSALVES - DIRECTOR
Print Name & Position

OCT 29, 2020
Date:

cc. Guarantor(s)

The Bank is providing the guarantor(s) with a copy of this letter as a courtesy only. The delivery of a copy of this letter does not create any obligation of the Bank to provide the guarantor(s) with notice of any changes to the credit facilities, including without limitation, changes to the terms and conditions, increases or decreases in the amount of the credit facilities, the establishment of new credit facilities or otherwise. The Bank may, or may not, at its option, provide the guarantor(s) with such information, provided that the Bank will provide such information upon the written request of the guarantor.

SCHEDULE "A" - STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

Capitalized Terms used in this Agreement shall have the following meanings:

"*All-in Rate*" means the highest of the interest rate that the Borrower pays for Floating Rate Loans.

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

"*Branch / Centre*" means the Bank branch or banking centre noted on the first page of the Letter, or such other branch or centre as may from time to time be designated by the Bank.

"*Face Amount*" means in respect of:

- (i) a B/A, the amount payable to the holder thereof on its maturity;
- (ii) a L/C or L/G, the maximum amount payable to the beneficiary specified therein or any other Person to whom payments may be required to be made pursuant to such L/C or L/G.

"*Floating Rate Loans*" means any loan drawn down or extended under this Agreement at an interest rate which is referenced to a variable rate of interest, such as Prime Rate.

"*Inventory Value*" means, at the time of determination, the total value (based on the lower of cost or market) of the Borrower's inventories that are subject to the Bank Security (other than (i) those inventories supplied by trade creditors who at that time have not been fully paid and would have a right to repossess all or part of such inventories if the Borrower were then either bankrupt or in receivership, (ii) those inventories comprising work in process and (iii) those inventories that the Bank may from time to time designate in its sole discretion) minus the total amount of any claims, liens or encumbrances on those inventories having or purporting to have priority over the Bank.

"*Letter*" means the letter from the Bank to the Borrower to which this Schedule "A" - Standard Terms and Conditions is attached.

"*Letter of Credit*" or "*L/C*" means a documentary letter of credit or similar instrument in form and substance satisfactory to the Bank.

"*Letter of Guarantee*" or "*L/G*" means a stand-by letter of guarantee or similar instrument in form and substance satisfactory to the Bank.

"*Purchase Money Security Interest*" means a security interest on an asset which is granted to a lender or to the seller of such asset in order to secure the purchase price of such asset or a loan incurred to acquire such asset, provided that the amount secured by the security interest does not exceed the cost of the asset and provided that the Borrower provides written notice to the Bank prior to the creation of the security interest, and the creditor under the security interest has, if requested by the Bank, entered into an inter-creditor agreement with the Bank, in a format acceptable to the Bank.

"*Receivable Value*" means, at any time of determination, the total value of those of the Borrower's trade accounts receivable that are subject to the Bank Security other than (i) those accounts then outstanding for 90 days, (ii) those accounts owing by persons, firms or corporations affiliated with the Borrower, (iii) those accounts that the Bank may from time to time designate in its sole discretion, (iv) those accounts subject to any claim, liens, or encumbrance having or purporting to have priority over the Bank, (v) those accounts which are subject to a claim of set-off by the obligor under such account, MINUS the amount of all the Borrower's unremitted source deductions and unpaid taxes.

"*Receivables / Inventory Summary*" means a summary of the Borrower's trade account receivables and inventories, in form as the Bank may require and certified by the Borrower's senior officer or authorized representative.

"*US\$*" or "*USD Equivalent*" means, on any date, the equivalent amount in United States Dollars after giving effect to a conversion of a specified amount of Canadian Dollars to United States Dollars at the exchange rate determined by the Bank at the time of the conversion.

2. INTEREST RATE DEFINITIONS

Prime Rate means the rate of interest per annum (based on a 365 day year) established and reported by the Bank to the Bank of Canada from time to time as the reference rate of interest for determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada.

The Stamping Fee rate per annum for CAD B/As is based on a 365 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance. The Stamping Fee rate per annum for USD B/As is based on a 360 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance.

CDOR means, for any day, the annual rate for B/As denominated in Canadian Dollars for a specified term that appears on the Reuters Screen CDOR Page as of 10:00 a.m. (Toronto time) on such day (or, if such day is not a Business Day, then on the immediately preceding Business Day).

LIBOR means the rate of interest per annum (based on a 360 day year) as determined by the Bank (rounded upwards, if necessary to the nearest whole multiple of 1/16th of 1%) at which the Bank may make available United States dollars which are obtained by the Bank in the Interbank Euro Currency Market, London, England at approximately 11:00 a.m. (Toronto time) on the second Business Day before the first day of, and in an amount similar to, and for the period similar to the interest period of, such advance.

USBR means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time as the reference rate of interest for the determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness for US dollar loans made by it in Canada.

If Prime Rate, CDOR, LIBOR, USBR or any other applicable base rate is less than zero, such base rate shall be deemed to be zero for purposes of this Agreement.

Any interest rate based on a period less than a year expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such determined rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period upon which it was based.

3. INTEREST CALCULATION AND PAYMENT

Interest on Prime Based Loans and USBR Loans is calculated daily (including February 29 in a leap year) and payable monthly in arrears based on the number of days for which the subject loan is outstanding. Interest is charged on February 29 in a leap year.

The Stamping Fee is calculated based on the amount and the term of the B/A and is payable upon acceptance by the Bank of the B/A. The net proceeds received by the Borrower on a B/A advance will be equal to the Face Amount of the B/A discounted at the Bank's then prevailing B/A discount rate for CAD B/As or USD B/As as the case may be, for the specified term of the B/A less the Stamping Fee. If the B/A discount rate (or the rate used to determine the B/A discount rate) is less than zero, it shall instead be deemed to be zero for purposes of this Agreement.

Interest on LIBOR Loans and CDOR Loans is calculated and payable on the earlier of contract maturity or quarterly in arrears, for the number of days in the LIBOR or CDOR interest period, as applicable.

L/C and L/G fees are payable at the time set out in the Letter of Credit Indemnity Agreement applicable to the issued L/C or L/G.

Interest is payable both before and after maturity or demand, default and judgment.

Each payment under this Agreement shall be applied to any indebtedness or amounts owing in any order at the sole discretion of the Bank.

For loans not secured by real property, all overdue amounts of principal and interest and all amounts outstanding in excess of the Credit Limit shall bear interest from the date on which the same became due or from when the excess was incurred, as the case may be, until the date of payment or until the date the excess is repaid at the Bank's standard rate charged from time to time for overdrafts, or such lower interest rate if the Bank agrees to a lower interest rate in writing. Nothing in this clause shall be deemed to authorize the Borrower to incur loans in excess of the Credit Limit.

If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to the Bank in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Bank of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by the Bank of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: first, by reducing the amount or rate of interest, and, thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the Bank which would constitute interest for purposes of section 347 of the Criminal Code (Canada).

4. DRAWDOWN PROVISIONS

Prime Based and USBR Loans

There is no minimum amount of drawdown by way of Prime Based Loans and USBR Loans, except as stated in this Agreement. The Borrower shall provide the Bank with 3 Business Days' notice of a requested Prime Based Loan over \$1,000,000.

B/As

The Borrower shall advise the Bank of the requested term or maturity date for B/As issued hereunder. The Bank shall have the discretion to restrict the term or maturity dates of B/As. Except as otherwise stated in this Agreement, the minimum amount of a drawdown by way of B/As is \$1,000,000 and in multiples of \$100,000 thereafter. The Borrower shall provide the Bank with 3 Business Days' notice of a requested B/A drawdown. The Borrower will pay to the Bank the Face Amount of the B/A at the maturity of the B/A.

The Borrower appoints the Bank as its attorney to and authorizes the Bank to (i) complete, sign, endorse, negotiate and deliver B/As on behalf of the Borrower in handwritten form, or by facsimile or mechanical signature or otherwise, (ii) accept such B/As, and (iii) purchase, discount, and/or negotiate B/As.

LIBOR and CDOR

The Borrower shall advise the Bank of the requested LIBOR or CDOR contract maturity or interest period. The Bank shall have the discretion to restrict the LIBOR or CDOR contract maturity. Except as otherwise stated in this Agreement, the minimum amount of a drawdown by way of a LIBOR Loan or CDOR Loan is \$1,000,000, and shall be in multiples of \$100,000 thereafter. The Borrower will provide the Bank with 3 Business Days' notice of a requested LIBOR Loan or CDOR Loan.

L/C and/or L/G

The Bank shall have the discretion to restrict the maturity date of L/Gs or L/Cs.

B/A, LIBOR and CDOR - Conversion

Any portion of any B/A, LIBOR or CDOR Loan that is not repaid, rolled over or converted in accordance with the applicable notice requirements hereunder shall be converted by the Bank to a Prime Based Loan effective as of the maturity date of the B/A or the last day in the interest period of the LIBOR or CDOR contract, as applicable. The Bank may charge interest on the amount of the Prime Based Loan at the rate of 115% of the rate applicable to Prime Based Loans for the 3 Business Day period immediately following such maturity. Thereafter, the rate shall revert to the rate applicable to Prime Based Loans.

B/A, LIBOR and CDOR – Market Disruption

If the Bank determines, in its sole discretion, that a normal market in Canada for the purchase and sale of B/As or the making of CDOR or LIBOR Loans does not exist, any right of the Borrower to request a drawdown under the applicable borrowing option shall be suspended until the Bank advises otherwise. Any drawdown request for B/As, LIBOR or CDOR Loans, as applicable, during the suspension period shall be deemed to be a drawdown notice requesting a Prime Based Loan in an equivalent amount.

Cash Management

The Bank may, and the Borrower hereby authorizes the Bank to, drawdown under the Facility to satisfy any obligations of the Borrower to the Bank in connection with any cash management service provided by the Bank to the Borrower. The Bank may drawdown under the Facility even if the drawdown results in amounts outstanding in excess of the Credit Limit.

5. STANDARD DISBURSEMENT CONDITIONS

The Bank shall have received the following documents which should be in form and substance satisfactory to the Bank:

1. a copy of a duly executed resolution of the Borrower's Board of Directors empowering the Borrower to enter into this Agreement;
2. all of the Bank Security and supporting resolutions and solicitors' letters of opinion required under this Agreement;
3. all operation of account documentation;
4. a completed Environmental Questionnaire and/or if requested by the Bank, an audit inspection report from auditors or inspectors acceptable to the Bank;
5. for drawdowns under the Facility by way of L/C or L/G, the Bank's standard form Letter of Credit Indemnity Agreement; and
6. a copy of any necessary or desirable government approvals authorizing the Borrower to enter into this Agreement.

6. STANDARD REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants, which representations and warranties shall be deemed to be repeated each day hereafter, that:

1. The Borrower is a duly incorporated corporation, a limited partnership, partnership, or sole proprietorship, duly organized, validly existing and in good standing under the laws of the jurisdiction where the Branch/Centre is located and each other jurisdiction where the Borrower has property or assets or carries on business and the Borrower has adequate corporate power and authority to carry on its business, own property, borrow monies and enter into agreements therefore, execute and deliver the Agreement, the Bank Security, and documents required hereunder, and observe and perform the terms and provisions of this Agreement.
2. There are no laws, statutes or regulations applicable to or binding upon the Borrower and no provisions in its charter documents or in any by-laws, resolutions, contracts, agreements, or arrangements which would be contravened, breached, violated as a result of the execution, delivery, performance, observance, of any terms of this Agreement.
3. No event of default has occurred nor has any event occurred which, with the passage of time or the giving of notice, would constitute an event of default under any other agreement for borrowed money.
4. There are no actions, suits or proceedings, including appeals or applications for review, or any knowledge of pending actions, suits, or proceedings against the Borrower and its subsidiaries, before any court or administrative agency which would result in any material adverse change in the property, assets, financial condition, business or operations of the Borrower.
5. All material authorizations, approvals, consents, licenses, exemptions, filings, registrations and other requirements of governmental, judicial and public bodies and authorities required to carry on its business have been or will be obtained or effected and are or will be in full force and effect.
6. The financial statements and forecasts delivered to the Bank fairly present the present financial position of the Borrower, and have been prepared by the Borrower and its auditors in accordance with the International Financial Reporting Standards or GAAP for Private Enterprises.
7. All of the remittances required to be made by the Borrower to the federal government and all provincial and municipal governments have been made, are currently up to date and there are no outstanding arrears. Without limiting the foregoing, all employee source deductions (including income taxes, Employment Insurance and Canada Pension Plan), sales taxes (both provincial and federal), corporate income taxes, corporate capital taxes, payroll taxes and workers' compensation dues are currently paid and up to date.

8. If the Bank Security includes a charge on real property, the Borrower or Guarantor, as applicable, is the legal and beneficial owner of the real property with good and marketable title in fee simple thereto, free from all easements, rights-of-way, agreements, restrictions, mortgages, liens, executions and other encumbrances, save and except for those approved by the Bank in writing.
9. All information that the Borrower has provided to the Bank is accurate and complete respecting, where applicable:
 - i. the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
 - ii. the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
 - iii. the Borrower's ownership, control and structure.

7. STANDARD POSITIVE COVENANTS

In addition to all of the other obligations in this Agreement the Borrower will:

- (i) pay all amounts outstanding to the Bank when due or demanded,
- (ii) maintain its existence as a sole proprietorship, corporation, partnership or limited partnership, as the case may be, and keep all material agreements, rights, franchises, licenses, operations, contracts or other arrangements in full force and effect,
- (iii) pay all taxes,
- (iv) maintain its property, plant and equipment in good repair and working condition,
- (v) continue to carry on the business now being carried on,
- (vi) maintain adequate insurance on all of its assets, undertakings, and business risks,
- (vii) permit the Bank and its authorized representatives full access to its premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom, and
- (viii) comply with all applicable laws.

8. STANDARD NEGATIVE COVENANTS

The Borrower will not:

- (i) create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to any of its property, now owned or hereafter acquired except for those Permitted Liens set out in the Letter.
- (ii) merge or amalgamate with any other entity or permit any change of ownership or change its capital structure, and
- (iii) sell, lease, assign, or otherwise dispose of all or substantially all of its assets.

Compliance by the Borrower with these Positive Covenants and Negative Covenants shall not automatically entitle the Borrower to the continued availability of the Facility and shall not restrict or limit the Bank's ability to demand repayment of all or any part of amounts outstanding under the Facility.

9. ADDITIONAL INFORMATION AND SECURITY

The Borrower will provide, or cause to be provided, whatever information the Bank may request from time to time, including, without limitation, such updated information and/or additional supporting information as the Bank may require with respect to any or all the matters in the Borrower's representation and warranty made in paragraph 9 of the above Section 6. The Borrower will provide, or cause to be provided, any security or guarantees required by the Bank from time to time.

10. INDEMNITY

The Borrower agrees to indemnify the Bank from and against any and all claims, losses and liabilities arising or resulting from this Agreement. USD loans must be repaid with USD and CAD loans must be repaid with CAD and the Borrower shall indemnify the Bank for any loss suffered by the Bank if USD loans are repaid with CAD or vice versa, whether such payment is made pursuant to an order of a court or otherwise. In no event will the Bank be liable to the Borrower for any direct, indirect or consequential damages arising in connection with this Agreement.

11. TAXATION ON PAYMENTS

All payments made by the Borrower to the Bank will be made free and clear of all present and future taxes (excluding the Bank's income taxes), withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by applicable law and are made, the Borrower shall, as a separate and independent obligation, pay to the Bank all additional amounts as shall fully indemnify the Bank from any such taxes, withholdings or deductions.

12. FX CLOSE OUT

The Borrower hereby acknowledges and agrees that in the event any of the following occur: (i) Default by the Borrower under any forward foreign exchange contract("FX Contract"); (ii) Default by the Borrower in payment of monies owing by it to anyone, including the Bank; (iii) Default in the performance of any other obligation of the Borrower under any agreement to which it is subject; or (iv) the Borrower is adjudged to be or voluntarily becomes bankrupt or insolvent or admits in writing to its inability to pay its debts as they come due or has a receiver appointed over its assets, the Bank shall be entitled without advance notice to the Borrower to close out and terminate all of the outstanding FX Contracts entered into hereunder, using normal commercial practices employed by the Bank, to determine the gain or loss for each terminated FX contract. The Bank shall then be entitled to calculate a net termination value for all of the terminated FX Contracts which shall be the net sum of all the losses and gains arising from the termination of the FX Contracts which net sum shall be the "Close Out Value" of the terminated FX Contracts. The Borrower acknowledges that it shall be required to forthwith pay any positive Close Out Value owing to the Bank and the Bank shall be required to pay any negative Close Out Value owing to the Borrower, subject to any rights of set-off to which the Bank is entitled or subject.

13. ENVIRONMENTAL REPRESENTATION AND UNDERTAKINGS

The Borrower represents, warrants and covenants (which representation, warranty and covenant shall continue each day hereafter) that its property and business is being operated in compliance with applicable environmental, health and safety laws and regulations and that there are no judicial or administrative proceedings in respect thereto.

The Borrower shall, when asked by the Bank, at the Borrower's expense, obtain and provide to the Bank an appraisal, environmental audit or inspection report of any of its property from appraisers, auditors or inspectors acceptable to the Bank.

The Borrower will defend, indemnify and hold harmless the Bank, its officers, directors, employees, agents and shareholders, against all loss, costs, claims, damages and expenses (including legal, audit and inspection expenses) which may be suffered or incurred in connection with the breach of this environmental representation, warranty and covenant and against environmental damage occasioned by the Borrower's activities or by contamination of or from any of the Borrower's property.

14. REPRESENTATION

No representation or warranty or other statement made by the Bank concerning the Facility shall be binding on the Bank unless made by it in writing as a specific amendment to the Agreement.

15. BANK MAY CHANGE AGREEMENT

The Bank may change the provisions of this Agreement from time to time. These changes include, without limitation, changes to the Credit Limit, interest rate, or fees payable by the Borrower. The Bank will notify the Borrower of any change in this Agreement by mail, hand delivery, electronic mail or facsimile transmission or for a change in any interest rates or interest rate definitions by posting a notice in all of the Bank's branches. The Bank is not required to notify a Guarantor of any change in the Agreement, including without limitation, any increase in the Credit Limit, Overdraft Limit or Loan Amount. If more than one Person signs this Agreement, communication with any one Person will serve as notice to all.

16. METHOD OF COMMUNICATION

The Bank may communicate with the Borrower by ordinary, uninsured mail or other means, including hand delivery, electronic mail or facsimile transmission. Mailed information is deemed to be received by the Borrower five days after mailing. Delivered information is deemed to be received when delivered or left at the Borrower's address. Electronically delivered information is deemed to be received when sent. Messages sent by facsimile are deemed to be received when the Bank receives a fax confirmation.

17. EXPENSES

The Borrower shall pay all fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration and ongoing administration of this Agreement and the Bank Security and with the enforcement of the Bank's rights and remedies under this Agreement and the Bank Security whether or not any amounts are advanced under the Agreement. These fees and expenses shall include, but not be limited to, all outside counsel expenses and all in-house legal expenses, if in-house counsel are used, and all outside professional advisory expenses. The Borrower shall pay interest on unpaid amounts due pursuant to this paragraph at the All-In Rate plus 2% per annum.

Without limiting the generality of Section 24, the Bank or the Bank's agent, is authorized to debit any of the Borrower's accounts with the amount of the fees and expenses owed by the Borrower hereunder, including the registration fee in connection with the Bank Security, even if that debiting creates an overdraft in any such account. If there are insufficient funds in the Borrower's accounts to reimburse the Bank or its agent for payment of the fees and expenses owed by the Borrower hereunder, the amount debited to the Borrower's accounts shall be deemed to be a Prime Based Loan under the Facility.

The Borrower will, if requested by the Bank, sign a Pre-Authorized Payment Authorization in a format acceptable to the Bank to permit the Bank's agent to debit the Borrower's accounts as contemplated in this Section.

18. NON WAIVER

Any failure by the Bank to object to or take action with respect to a breach of this Agreement or any Bank Security shall not constitute a waiver of the Bank's right to take action at a later date on that breach. No course of conduct by the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement and the Bank Security or the Bank's rights thereunder.

19. EVIDENCE OF INDEBTEDNESS

The Bank shall record on its records the amount of all advances made hereunder, payments made in respect thereto, and all other amounts becoming due to the Bank under this Agreement. The Bank's records constitute, in the absence of manifest error, conclusive evidence of the Borrower's indebtedness to the Bank pursuant to this Agreement.

The Borrower will sign the Bank's standard form Letter of Credit Indemnity Agreement for all L/Cs and L/Gs issued by the Bank.

With respect to chattel mortgages taken as Bank Security, this Agreement is the Promissory Note referred to in same chattel mortgage, and the indebtedness incurred hereunder is the indebtedness secured by the chattel mortgage.

20. ENTIRE AGREEMENTS

This Agreement replaces any previous agreements dealing specifically with the Facility. Agreements relating to other credit facilities made available by the Bank continue to apply for those other credit facilities. This Agreement, and if applicable, the Letter of Credit Indemnity Agreement are the entire agreements relating to the Facility described in this Agreement.

21. NON-MERGER

Notwithstanding the execution, delivery or registration of the Bank Security and notwithstanding any advances made pursuant thereto, this Agreement shall continue to be valid, binding and enforceable and shall not merge as a result thereof. Any default under this Agreement shall constitute concurrent default under the Bank Security. Any default under the Bank Security shall constitute concurrent default under this Agreement. In the event of an inconsistency between the terms of this Agreement and the terms of the Bank Security, the terms of this Agreement shall prevail and the inclusion of any term in the Bank Security that is not dealt with in this Agreement shall not be an inconsistency.

22. ASSIGNMENT

The Bank may assign or grant participation in all or part of this Agreement or in any loan made hereunder without notice to and without the Borrower's consent.

The Borrower may not assign or transfer all or any part of its rights or obligations under this Agreement.

23. RELEASE OF INFORMATION

The Borrower hereby irrevocably authorizes and directs its accountant, (the "Accountant") to deliver all financial statements and other financial information concerning the Borrower to the Bank and agrees that the Bank and the Accountant may communicate directly with each other.

24. SET-OFF

In addition to and not in limitation of any rights now or hereafter granted under applicable law, the Bank may at any time and from time to time without notice to the Borrower or any other person, any notice being expressly waived by the Borrower, set-off and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, in any currency, and any other indebtedness or amount payable by the Bank (irrespective of the place of payment or booking office of the obligation), to or for the Borrower's credit or for the Borrower's account, including without limitation, any amount owed by the Bank to the Borrower under any FX Contract or other treasury or derivative product, against and on account of the indebtedness and liability under this Agreement notwithstanding that any of them are contingent or unmatured or in a different currency than the indebtedness and liability under this Agreement.

When applying a deposit or other obligation in a different currency than the indebtedness under this Agreement to the indebtedness under this Agreement, the Bank will convert the deposit or other obligation to the currency of indebtedness under this Agreement using the exchange rate determined by the Bank at the time of the conversion.

25. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason, including under any applicable statute or rule of law, be held to be invalid, illegal or unenforceable, that part will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

26. MISCELLANEOUS

- i) The Borrower has received a signed copy of this Agreement;
- ii) If more than one person, firm or corporation signs this Agreement as the Borrower, each party is jointly and severally liable hereunder, and the Bank may require payment of all amounts payable under this Agreement from any one of them, or a portion from each, but the Bank is released from any of its obligations by performing that obligation to any one of them.
- iii) Accounting terms will (to the extent not defined in this Agreement) be interpreted in accordance with accounting principles established from time to time by the Canadian Institute of Chartered Accountants (or any successor) consistently applied, and all financial statements and information provided to the Bank will be prepared in accordance with those principles;
- iv) This Agreement is governed by the law of the Province or Territory where the Branch/Centre is located.
- v) Unless stated otherwise, all amounts referred to herein are in Canadian dollars.

Exhibit “C”



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770 Fax: 905-403-4771

LESSOR: TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("Lessor")
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770 FAX: 905-403-4771

LESSEE: 2668438 ONTARIO INC. ("Lessee")
287 DEERHURST UNIT A, BRAMPTON ON L6T 5K3

1. **LEASE.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the personal property described in a schedule or schedules in the form attached hereto as "Schedule A" (each a "Schedule" and collectively the "Schedules") executed herewith or executed hereafter and made a part of this Master Equipment Lease No. T000005973 (together with each Schedule and any Certificates and appendices attached hereto, hereinafter called this "Lease"), together with all replacements, additions, attachments and accessories relating thereto or affixed thereon (all hereafter referred to as the "Equipment"). The parties may from time to time by mutual agreement lease other items of Equipment pursuant to this Lease for such terms and at such rates as may be agreed, by execution of additional Schedules covering such items and such Schedules shall constitute part of this Lease for all purposes as if the provisions thereof were set forth at length herein. In the event of a conflict between the terms of this Lease and any Schedule, the terms of the Schedule will govern. Terms not otherwise defined herein shall have the same meaning ascribed under the Schedule.

2. **SELECTION OF EQUIPMENT.** Lessee acknowledges that: (i) the Equipment and the Supplier (each time used herein, as defined in each Schedule) have been selected by Lessee based on Lessee's own judgment; (ii) Lessee has requested Lessor to acquire title and ownership of the Equipment; (iii) the Equipment has been, or forthwith upon the execution of a Schedule by Lessor will be, ordered from the Supplier.

3. **DELIVERY AND ACCEPTANCE.** Lessee is responsible, at Lessee's own cost and expense, to arrange for the delivery and installation of the Equipment. Lessee will acknowledge acceptance of the Equipment on the day that the Equipment is delivered by executing a Delivery and Acceptance Certificate in the form attached hereto as Appendix 1 ("Certificate") and each such Certificate shall form part of this Lease. The execution of a Certificate shall be conclusive proof as between Lessee and Lessor as to the delivery and acceptance of the Equipment described therein by Lessee. Lessee agrees that Lessor has no duty to inspect or test the Equipment either before or after its delivery.

4. **TERM.** The term of the lease for any Equipment (the "Lease Term") and its commencement date (the "Lease Commencement Date") will be as provided under the "Terms of Payment" section of the Schedule related to such Equipment and unless sooner terminated as set forth herein, shall end upon payment to Lessor of the Number of Rental Payments specified under the "Terms of Payment" section in each Schedule. All terms and conditions of this Lease including the obligation to make additional Rental Payments in the same amount as required during the Lease Term shall apply after the Lease Term or Extended Lease Term, as applicable, of the Lease until the Equipment has been returned to, or purchased by, Lessor in accordance with the terms hereof.

5. **WARRANTIES.** Lessor hereby assigns to Lessee, for the Lease Term or Extended Lease Term, as applicable, hereof only and to the extent permitted by law, all warranties, if any, resulting from the sale of the Equipment by the Supplier to Lessor. Upon expiry of the Lease Term or Extended Lease Term, as applicable, or upon termination of this Lease or of any Schedule hereto for any reason, Lessee hereby immediately reassigns all such warranties in respect of the subject Equipment to Lessor. Lessee acknowledges that Lessor is not the manufacturer of the Equipment, nor the manufacturer's or Supplier's agent. Nor is the Supplier or manufacturer an agent of Lessor. Lessee disclaims any reliance upon any statements or representations made by Lessor. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE DURABILITY, QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. Lessor shall not be liable to Lessee for any loss, cost, damage or expense of any kind or nature caused directly or indirectly by the Equipment or the use, ownership or maintenance thereof or for any loss of business or other damages whatsoever and howsoever caused. In the event that the Equipment is not properly installed, does not perform as represented by the Supplier or manufacturer, fails to function or perform, or is unacceptable for any reason whatsoever, Lessee will look to the Supplier or manufacturer as to any warranty, guarantee, or other obligation made by the Supplier or manufacturer in respect of the Equipment. The failure or breach of any representation or warranty as to the Equipment or any other matter by the Supplier or manufacturer shall in no way relieve Lessee of any obligations hereunder.

6. **TITLE.** Lessee acknowledges that ownership and title to the Equipment and the right to the benefit of any capital cost allowance under the Income Tax Act (Canada) or similar provincial legislation shall, throughout the Lease Term or Extended Lease Term, as applicable, remain vested in Lessor and Lessee shall have no right of property therein except the right to possess and use the Equipment as provided in this Lease. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating that Lessor is the owner. Lessee shall keep the Equipment free of liens, security interests, charges, encumbrances, hypothecs, claims, legal processes of creditors and any other rights of third parties of any kind or nature (collectively, "Encumbrances"). Lessee agrees not to sell, pledge, hypothecate, or otherwise encumber or suffer a lien or charge upon or against any interest in this Lease or in the Equipment.

7. **PERSONAL PROPERTY.** The Equipment shall at all times during the Lease Term or Extended Lease Term, as applicable, be and remain personal or moveable property, regardless of the manner in which it may be attached to any real estate. Lessee shall cause the Equipment to be installed in a manner which will permit its removal without material injury to it or to the place of installation. Lessee shall obtain any landlord or mortgagee waivers that Lessor may require. Lessee shall be responsible for any damage done to any real estate, building or structure by the removal of the Equipment and shall indemnify and save harmless Lessor therefrom.

8. **LOCATION OF EQUIPMENT.** The Equipment shall be located and used at the place designated in the "Equipment Location" section of each Schedule and not elsewhere without the prior written consent of Lessor.

9. **RIGHT OF INSPECTION.** At any time during normal business hours, Lessor or its authorized representatives shall have the right to inspect the Equipment and any records of Lessee relating thereto.

10. **NON-CANCELLABLE LEASE.** This Lease shall be binding upon the parties hereto and cannot be cancelled or terminated except as expressly provided herein.

11. **RENTAL PAYMENTS.** Lessee agrees to pay Lessor the Rental Payment for the Number of Rental Payments, each as specified under the "Terms of Payment" section of each Schedule together with all applicable taxes and any other sums as may become payable under this Lease. The first Rental Payment is due on the First Rental Payment Date as specified under the "Terms of Payment" section of each Schedule. The second Rental Payment is due on the Subsequent Rental Payment Date as specified under the "Terms of Payment" section of each Schedule. The remaining Rental Payments are due on the monthly, quarterly or annual anniversary of the Subsequent Rental Payment Date as specified under the "Terms of Payment" section of each Schedule. Payments shall be made without demand or invoice at the address of Lessor herein noted or as otherwise instructed by Lessor from time to time. The Rental Payments specified under the "Terms of Payment" section of each Schedule shall be absolutely net and carefree to Lessor free of all set-offs, expenses and outgoings of any kind or nature and Lessee agrees unconditionally to pay each of the Rental Payments specified under the "Terms of Payment" section of each Schedule, including applicable taxes, and all other payments required hereunder without cancellation, defence, deduction, recoupment, reduction, abatement, compensation, set-off, claim or counterclaim or any other right whatsoever due or alleged to be due because of any past, present or future claim by Lessee against

Lessor, the manufacturer or Supplier of the Equipment under this Lease or otherwise. This Lease shall not terminate nor the obligations of Lessee be affected because of any defect in, change to, destruction, loss of possession or use of the Equipment from any cause whatsoever, whether within or beyond the control of Lessee, including, without limitation, wear and tear, act of God, government regulations, strike, loss or damage, obsolescence or Equipment failure, any present or future law to the contrary notwithstanding, it being the intention of the parties that each of the Rental Payments specified under the "Terms of Payment" section of each Schedule, including applicable taxes, and other sums as may become payable by Lessee shall continue to be payable in all events unless the obligation to pay shall be terminated by the express provisions of this Lease.

12. COSTS AND EXPENSES. Lessee shall pay or reimburse Lessor on demand for all expenses, fees, charges, claims and fines incurred or arising in connection with this Lease, and the ongoing administration, monitoring and enforcement thereof, including without limitation the registration, licensing, possession, use or operation of the Equipment and all taxes and duties on or relating to the Equipment together with all other expenses and outgoings relating to the Equipment.

13. COMPLETION OF LEASE. Lessee appoints Lessor as its attorney for the purpose of filling in the Lease Commencement Date and First Rental Payment Date in each Schedule; to complete the Equipment description in each Schedule, including without limitation setting out serial numbers and any other identifying references to the Equipment; and adjustment of the Rental Payment to reflect tax rate changes, as provided for under the "Terms of Payment" section in each Schedule.

14. PREPAID RENTALS. The number and amounts of rentals to be prepaid as set forth in the "Terms of Payment" section of each Schedule, if any, shall be paid to Lessor by Lessee on or before the Lease Commencement Date. Such prepaid rentals, when paid to Lessor, shall be deemed to have been received by Lessor not as a deposit nor as a security to compensate Lessor for any damages it may suffer by reason of a breach by Lessee of any covenant or condition of this Lease, but as a condition preliminary for the execution thereof, and shall remain the absolute property of Lessor, shall not be refundable to Lessee under any circumstances but shall be applied by Lessor against rentals in reverse order of their maturities if this Lease remains in force and in good standing.

15. MAINTENANCE AND USE. Lessee shall, at Lessee's own cost and expense, be responsible for the maintenance and repair of the Equipment by qualified parties not disapproved of by Lessor. Lessee shall, at its own cost and expense, keep the Equipment in good repair, condition and working order (including necessary replacements), maintained and operated carefully in compliance with manufacturer's recommendations and all applicable laws and regulations, by competent and duly qualified personnel only. Lessee shall comply with and conform to all laws, ordinances and regulations present or future, in any way relating to the possession, use or maintenance of the Equipment throughout the Lease Term or Extended Lease Term, as applicable, and to the perfect exoneration from liability of Lessor. Lessee may make replacements, alterations, additions or improvements to the Equipment provided that all such replacements, alterations, additions or improvements do not impair the value or utility of the Equipment, are completed by qualified parties not disapproved of by Lessor, are at Lessee's expense and shall belong to, and become property of, Lessor immediately upon being made. Lessee acknowledges that Lessor is not responsible for providing any required maintenance and/or service for the Equipment. Lessee will make all claims for service and/or maintenance solely to the relevant Supplier and/or manufacturer and/or other person and such claims will not affect Lessee's obligation to make all required Rental Payments.

16. LESSOR'S PAYMENT. If Lessee fails to perform or comply with any of its agreements contained herein, including, without limitation, the agreement of Lessee to maintain insurance on the Equipment in accordance with section 18 hereof and to pay any fees, taxes or other lawful charges in accordance with section 35 hereof, then Lessor may itself perform or comply with such agreement, and the amount of the reasonable expenses of Lessor incurred in connection with the performance of or compliance with such agreement, as the case may be, shall be deemed additional rent hereunder and shall be payable, with interest at the rate of eighteen percent (18%) per annum, by Lessee upon demand.

17. LOSS AND DAMAGE. Lessee assumes and shall bear the entire risk of loss or destruction of, or damage to the Equipment from any cause whatsoever, whether or not insured. In the event that the Equipment or any item thereof shall become lost, stolen, destroyed or damaged beyond repair for any reason or in the event of any condemnation, confiscation, theft or seizure or expropriation of such item, Lessee will, at the option of Lessor, immediately (a) replace the Equipment or such item by providing Lessor with title to such replacement equipment satisfactory to Lessor which replacement equipment shall be of equal value and free of any Encumbrance, or (b) pay to Lessor the present value of: (i) the aggregate of all unpaid amounts due under the related Schedule as rental or otherwise to the expiration of the Lease Term or the Extended Lease Term, as applicable; and (ii) Lessor's residual value of the related Equipment at the expiration of the Lease Term or Extended Lease Term, as applicable (calculated by discounting such amounts at an interest rate of two percent (2%) per annum compounded monthly).

18. INSURANCE. Lessee shall, at its own expense, keep the Equipment insured throughout the Lease Term or Extended Lease Term, as applicable, against all perils and risks of loss (including without limitation, loss or damage by fire or theft) in such amounts as would normally be insured against by prudent owners or users of similar equipment to the Equipment, or as Lessor may at any time or from time to time require. The insurance shall, at a minimum, cover the full replacement value of the Equipment, including taxes and installation costs, and will not be subject to any deductible or co-insurance clause unless and to the extent agreed to by Lessor in writing. Lessee will also, at its expense, place and maintain insurance throughout the Lease Term or Extended Lease Term, as applicable, against third party liability, including liability imposed on Lessor or Lessee for injury to, or death of, persons, or damage to or destruction of property, to the extent of not less than \$2,000,000 per occurrence or such other amount as Lessor may from time to time require. All insurance policies will be with reputable insurers reasonably acceptable to Lessor and will name Lessor as an additional insured and first loss payee. Lessee must renew or replace such insurance throughout the Lease Term or Extended Lease Term, as applicable, as required in order to be in compliance with this section. Evidence of the renewal of such insurance shall be produced to Lessor at least thirty (30) days before the termination thereof or Lessor may obtain the renewal of such insurance at Lessee's expense. On Lessor's request, and in any event, at least once each year, Lessee must supply Lessor with evidence, satisfactory to Lessor, of the existence of such insurance. All such insurance will require the insurer to give at least 30 days' prior written notice to Lessor of any cancellation or alteration in the terms of the insurance and will also provide that the insurance, as to the interests of Lessor, shall not be invalidated by any act or omission of Lessee. Lessee now appoints Lessor, with full power of substitution and coupled with an interest, as Lessee's attorney-in-fact to make, claim for, receive payment of proceeds and execute and endorse all documents, cheques or drafts for loss or damage under any such policy. Lessee will not make any adjustments to any insurance policy without obtaining the prior written consent of Lessor. Lessee will promptly notify Lessor of any damage to or loss of the Equipment or any part thereof and, at its own expense, make all proofs of loss and take all other steps necessary to recover any insurance benefits unless advised in writing by Lessor that Lessor desires to do so at Lessee's expense. Performance by Lessee under this section will not affect or release Lessee's obligations and liabilities to pay each Rental Payment or perform as herein elsewhere provided.

19. PURCHASE MONEY SECURITY INTEREST AND PROCEEDS. This Lease grants to Lessor a purchase money security interest in the Equipment and in the proceeds of the Equipment of whatever nature and kind and howsoever arising within the meaning of the personal property security acts of any province or territory in Canada in force or to come into force from time to time.

20. REPRESENTATIONS AND WARRANTIES. Lessee warrants, covenants and represents that: (a) if Lessee is a corporation or other form of business organization it is validly existing, in good standing, under the laws of the jurisdiction of its organization, with adequate power to enter into this Lease; (b) this Lease has been duly authorized, executed and delivered by all necessary action on the part of Lessee; (c) Lessee is engaged in an industrial or commercial enterprise and that Lessee intends to use the Equipment in its business and not for personal, family, household or farming purposes; (d) Lessee has obtained all consents required in connection with any aspect of the Equipment; (e) the name of Lessee has not been set out in its official formation filings in its jurisdiction of organization, in an English form and a French form, or in a combined English and French form; and (f) all information that Lessee has provided to Lessor is accurate and complete respecting, where applicable, (i) the names of Lessee's directors and the names and addresses of Lessee's beneficial owners; (ii) the names and addresses of Lessee's trustees, known beneficiaries and/or settlors; and (iii) Lessee's ownership, control and structure.

21. EVENTS OF DEFAULT. The occurrence or happening of any one or more of the following events shall constitute an Event of Default (each an "Event of Default"): (a) Lessee fails to pay any Rental Payment or other sum due hereunder or under any other agreement or lease entered into with Lessor within 5 days of its due date; (b) Lessee fails to observe or perform any term, covenant or condition of this Lease or of any other lease or other agreement between Lessor and Lessee or between affiliates of Lessor and Lessee, including, without limitation, any agreement between The Toronto-Dominion Bank and Lessee, and, if such default is capable of being remedied, the default continues unremedied for 5 business days after the occurrence; (c) there exists an event, the effect of which with lapse of time or giving of notice, will constitute an event of default or a default under any other agreement for borrowed money entered into by Lessee; (d) any representation, warranty or statement made hereunder or made in

connection with the execution and delivery of this Lease is false or misleading at any time; (e) if Lessee makes any assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver or any other officer with similar powers or if a judgment or order shall be entered by any court approving a petition for reorganization, arrangement or composition of or in respect of Lessee, or if Lessee is insolvent or declared bankrupt; (f) if there exists a voluntary or involuntary suspension of business of Lessee; (g) if action is taken by an encumbrancer against Lessee to take possession of property or enforce proceedings against any assets; (h) if Lessee sells, leases, assigns, transfers, conveys or otherwise disposes of all or substantially all of its now owned or hereafter acquired assets; (i) if any final judgment for the payment of monies is made against Lessee and it is not discharged within 30 days from the imposition of such judgment; (j) if a guarantee in respect of this Lease is terminated for any reason whatsoever or a guarantor denies any liability under the guarantee; (k) if Lessor, in good faith, believes the ability of Lessee to pay or perform any term or condition of this Lease is impaired, or that all or any part of said Equipment is in imminent danger of being lost, damaged, confiscated, sequestered or seized under legal process; (l) if Lessee amalgamates or is subject to a direct or indirect change in control without Lessor's prior written consent; or (m) if, in Lessor's determination, a material adverse change occurs in the financial condition, business, operations or prospects of Lessee or of any guarantors of the obligations of Lessee under this Lease.

22. REMEDIES UPON DEFAULT. Upon the occurrence of an Event of Default, Lessor may, at its option and upon notice to Lessee, (a) elect to terminate this Lease or any or all of the Schedules, take possession of all Equipment which is subject to any or all of the Schedules, and sell, lease or otherwise dispose of such Equipment in such manner and upon such terms and conditions as it may deem fit, or (b) elect not to terminate this Lease or any or all of the Schedules and, as agent for Lessee, with or without taking possession of said Equipment, re-lease such Equipment for such period and upon such terms as it may deem fit and apply the net proceeds of such re-leasing against any amount payable hereunder by Lessee. Lessee acknowledges that such Equipment was acquired for, and leased to, Lessee at Lessee's request and that the related rental, the related lease term and the ultimate disposition of such Equipment were predicated upon Lessor receiving a minimum return. Therefore, in addition to Lessor's right to take possession and to sell or re-lease or otherwise dispose of such Equipment, and irrespective of whether or not Lessor has elected to terminate the Lease or any or all of the Schedules, Lessor shall be entitled to claim and to recover immediately from Lessee as a genuine pre-estimate of liquidated damages for the breach of this Lease and not as a penalty an amount in respect of each Schedule equal to the present value (calculated on the basis of an interest rate of two percent (2%) per annum compounded monthly) of the total of: (i) all amounts due under the related Schedule as rent or otherwise to the expiration of each related Lease Term or the related Extended Lease Term, as applicable and (ii) Lessor's residual value of the related Equipment at the expiration of the related Lease Term or related Extended Lease Term, as applicable; provided that if Lessee has paid the said liquidated damages, the net amount received by Lessor in any sale, re-lease or disposition of such Equipment after deducting all costs and expenses, including legal fees and disbursements on a solicitor and own client basis will be paid to Lessee or if Lessee has not paid such liquidated damages, the said net amount will be deducted from such liquidated damages. The amount payable by Lessee as liquidated damages shall bear interest at the rate of eighteen percent (18%) per annum, calculated monthly from the date Lessor gives notice to Lessee of an Event of Default. Upon the occurrence of an Event of Default, Lessee authorizes Lessor to debit any account Lessee has with any affiliate of Lessor for any sums payable under this Lease.

23. REMEDIES CUMULATIVE. All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise of any other right or remedy.

24. COLLECTION CHARGES AND INTEREST. Should Lessee fail to pay when due the whole or any part of any Rental Payment, as specified under the "Terms of Payment" section in each Schedule or any other sum owed by Lessee under this Lease, Lessee shall pay to Lessor in addition thereto, a collection charge equal to the greater of ten dollars (\$10.00) for each month or part thereof for which said rent or other sum shall be overdue or the interest on any and all overdue payments and amounts in default from date thereof until paid in full at the rate of eighteen percent (18%) per annum (or such other rate as may be notified to Lessee from time to time) calculated and compounded monthly. Such collection charges shall be due and payable on demand. Lessor shall have the right to deduct such collection charges and interest from any payment received before crediting the balance of such payment to rental, other overdue payments and amounts in default. Lessee further agrees to pay to Lessor a fee for cheques returned due to non-sufficient funds or other reasons (an "NSF Cheque") to reimburse Lessor for its time and expense incurred with respect to an NSF Cheque. Such NSF charge shall be \$48.00 (which amount is subject to change at the sole discretion of Lessor). If any provision of this Lease would obligate Lessee to make any payment of interest or other amount payable to Lessor in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by Lessor of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by Lessor of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (1) firstly, by reducing the amount or rate of interest required to be paid to Lessor under this Lease, and (2) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to Lessor which would constitute "interest" for purposes of Section 347 of the Criminal Code (Canada).

25. RETURN OF EQUIPMENT UPON TERMINATION. Upon the expiration or earlier termination of this Lease or a Schedule, Lessee shall at Lessee's expense deliver the related Equipment to Lessor, or its designated agent, at such location as Lessor shall designate, or deliver or dispose of the Equipment as Lessor may otherwise direct. Lessee shall bear all expenses in connection with the return of such Equipment including dismantling, packing, crating, loading, rigging, transportation drayage, insurance and other costs and charges but not any charges or expenses in connection with de-crating or installation of such Equipment at such address designated by Lessor. Lessee agrees that upon return of such Equipment, such Equipment will be in such condition that the manufacturer thereof will accept it for maintenance under the standard maintenance agreement of the manufacturer. Lessee agrees that any name or other identification of Lessee will be removed from such Equipment upon its return. Such Equipment shall be returned in as good condition and working order as when delivered to Lessee, reasonable wear and tear only excepted, and free from any Encumbrances. Lessor shall be the sole judge of the condition of such Equipment. Lessee agrees to pay to Lessor the cost of repairing or restoring such Equipment in accordance with the provisions hereof and the cost of discharging any Encumbrances. If Lessee fails to return the Equipment within ten (10) days of the expiration or earlier termination of this Lease, as applicable, Lessor shall have the right to enter upon the premises where such Equipment may be and take possession of and remove it at Lessee's expense with or without legal process. Lessee hereby waives any claims for damages which it might otherwise have by reason of any such entry, taking or removal.

26. NOTICES. Any notice to be given hereunder shall be in writing and may be personally delivered, sent by registered mail or transmitted by electronic mail or fax to the address of each party contained herein. Every notice shall be deemed to have been given and received: if personally delivered, upon delivery; if sent by mail, on the earlier of actual receipt or five days after posting; and if transmitted by electronic mail or fax, on the earlier of actual receipt and two days following the date of transmission; in each case excluding Saturday, Sunday and those statutory holidays on which the offices of either party are closed. Either party may by notice change its address to which notice may be given.

27. FINANCING STATEMENT. Lessor may file a financing statement or similar registration with respect to this Lease so as to give notice to any interested parties. To the extent permitted by law, Lessee agrees to waive all right to notice as may be applicable under any such registration of this Lease, including without limitation, notice of any financing statement, financing change statement, amendment or verification statement evidencing any such financing statement, financing change statement or amendment.

28. ASSIGNMENTS AND SUBLETTING. Lessee shall not transfer, deliver up possession of or sublet the Equipment and this Lease shall not be assignable by Lessee without prior written permission of Lessor. In the event of an assignment, Lessee agrees to pay an assignment fee to Lessor of \$500.00 (which amount is subject to change at the sole discretion of Lessor) or Lessor's actual costs, whichever is greater. This Lease and all rights of Lessor hereunder may be assigned by Lessor without Lessee's consent but Lessee shall not be obligated to make payments to any assignee of Lessor except after written notice of such assignment from Lessor. Lessee agrees to make each Rental Payment as specified under the "Terms of Payment" section in each Schedule, including applicable taxes, unconditionally to any such assignee, without abatement, defense, set off, compensation or counterclaim. Such assignment shall not operate to release Lessee from any of its obligations hereunder.

29. ENGLISH LANGUAGE. The parties hereto confirm their express wish that this Lease as well as all other documents related hereto, including notices, be drawn up in the English language only and declare themselves satisfied therewith; les parties aux présentes confirment leur volonté expresse de voir le présent bail de même que tous les documents, y compris tous avis, s'y rattachant, rédigés en langue anglaise seulement et s'en déclarent satisfaits.

30. JURISDICTION. This Lease shall be governed by and construed in accordance with the laws of the jurisdiction in which the Equipment is located. The parties irrevocably attorn to the non-exclusive jurisdiction of the courts of the province in which the Equipment is located.

31. FURTHER ASSURANCES. Lessee will promptly and duly execute and deliver to Lessor such further documents and instruments and take such further action as Lessor may from time to time request in order to more effectively carry out the intent and purpose hereof and to establish and protect the rights, interests and remedies intended to be created in favour of Lessor hereby including, without limitation, (i) the filing or recording of this Lease including any schedule or amendment hereto, or a financing, renewal or continuation statement with respect hereto or thereto in accordance with the laws of any applicable jurisdiction and (ii) the taking of such further action as Lessor may deem desirable to fully protect Lessor's interest hereunder. Lessee hereby authorizes Lessor to effect any such filing or recording as aforesaid (including the filing of any such financing statement without the signature of Lessee). Lessee shall also upon the request of Lessor provide evidence satisfactory to Lessor of the due authorizations, execution and delivery of any schedule or amendment hereto.

32. CONSENT TO THE COLLECTION, USE AND/OR DISCLOSURE OF INFORMATION - INDIVIDUALS. In this section, "you" means: (i) any individual, or that individual's authorized representative, who is Lessee; (ii) any individual who is a partner of Lessee; and (iii) the signing authorities, as identified to us, of Lessee. In this section and in section 33 below, the words "we", "us" and "our" mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide affiliates, including Lessor, which provide deposit, investment, loan, securities, trust, insurance and other products or services. "Information" means financial, personal and other details about you, that you provide to us and that we obtain from others outside our organization, including through the products and services that are provided by us to Lessee. You agree that, at the time you request to begin a relationship with us and during the course of your relationship with us we may share your Information with our world-wide affiliates, and collect, use and disclose your Information as described in the Privacy Agreement which has or will be provided to you and is available online at td.com, including for, but not limited to, the purpose of identifying you, providing you with ongoing service, helping us serve you better, protecting us both from fraud and error, complying with legal and regulatory requirements, and marketing products and services to you. We may communicate with you for any of these purposes by telephone, fax, text messaging, or by other electronic means, and by automatic dialing-announcing device, at the numbers you have provided to us or by ATM, internet, mail, email and other methods. To understand how you can withdraw your consent, refer to the 'Marketing Purposes' section of the Privacy Agreement or contact Lessor at 1-866-567-8888. If:

- a) there are changes to the signing authorities of Lessee; or
- b) at the time of entering into this Lease, Lessee, if a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the shares of such corporation, or has any director, where such individual or director is not, at such time, either a signing authority of such corporation or a personal banking customer of TD; or
- c) at the time of entering into this Lease, Lessee, if other than a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of Lessee, where such individual is not, at such time, either a signing authority of Lessee or a personal banking customer of TD;

then Lessee agrees to make such signing authorities and any such individual or director aware of the Privacy Agreement, advise them that they are subject to such agreement and inform them that a copy of such agreement is available online at td.com. The definition of "you" in the Privacy Agreement shall be deemed to include any such individual or director. Notwithstanding the foregoing, b) and c) shall not apply where Lessee is a public body, or a corporation that has minimum net assets of \$75 million on its last audited balance sheet and whose shares are traded on a Canadian stock exchange or a stock exchange that is prescribed by Section 3201 of the Income Tax Regulations, as may be amended from time to time, and operates in a country that is a member of the Financial Action Task Force.

33. CONSENT TO THE COLLECTION AND/OR DISCLOSURE OF INFORMATION – BUSINESS CUSTOMER (OTHER THAN AN INDIVIDUAL). In this section, "you" means the business customer that is not an individual. In addition to any rights TD may have regarding the collection and disclosure of your information, you authorize TD to obtain information about you from, and disclose information about you to, our world-wide affiliates, other lenders, credit reporting or credit rating agencies, credit bureaus and any supplier, agent or other party that performs services for you or on TD's behalf.

34. INTERPRETATION. It is hereby agreed by and between the parties that whenever the context of this Lease so requires the singular number shall include the plural and vice versa and that words importing the masculine gender shall include the feminine and neuter genders. The captions and headings in this Lease are for convenience only and shall not define or limit any of the terms hereof.

35. TAXES. Lessee shall pay when due all license fees, taxes, levies and other charges of any nature or kind and, make and file all declarations and returns in connection with all charges and taxes (local, provincial and federal) which may now or hereafter be imposed upon or measured by the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's net income. The indemnities contained in this section shall survive the termination of this Lease.

36. INDEMNIFICATION OF LESSOR BY LESSEE. Lessee hereby agrees to indemnify, protect, save and keep harmless Lessor, its shareholders, affiliates and each of their agents and servants, officers, employees and directors, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including without limitation legal fees and disbursements on a solicitor and own client basis, of whatsoever kind and nature imposed or assumed by, incurred by or asserted against Lessor in any way relating to or arising out of: (i) the manufacture, order, acceptance or rejection, purchase, ownership, delivery, lease, possession, use, importation, installation, condition, sale, return or other disposition of the Equipment (including, without limitation, any costs or expenses incurred by Lessor in the acquisition of any of the Equipment which are in excess of or were not included or contemplated in the selection and acquisition of the Equipment); (ii) environmental damage or loss caused by the Equipment; (iii) any claim relating to any latent or other defects whether or not discoverable by Lessee; (iv) any claim for patent, trademark, design or copyright infringement; (v) any claim based on Lessor's ownership of the Equipment; (vi) the non-acceptance by Lessee or the failure, refusal or neglect of Lessee to accept the Equipment; or (vii) the failure of Lessee to comply with any terms of this Lease. Lessee agrees to give Lessor prompt notice of any claim or liability hereby indemnified against. This section shall be effective and in full force and effect from the date of the execution of this Lease even though the Lease Term of any Equipment under this Lease has not yet commenced. The indemnities contained in this section shall continue in full force and effect notwithstanding the expiration or other termination of this Lease and shall be payable on demand.

37. WAIVERS. To the extent permitted by law or statute and to the extent the same extends to and relates to the Lease as amended or renewed or any collateral security thereto, Lessee hereby waives the benefit of all provisions of any applicable statutes and regulations made thereunder in any and all provinces of Canada, which would in any manner, affect, restrict, or limit the rights of Lessor hereunder including, without limiting the generality of the foregoing, all of its rights, benefits and protection given or afforded to it by the provisions of The Limitation of Civil Rights Act (Saskatchewan), the Sale of Goods Act (British Columbia) and the Law of Property Act (Alberta) and any amendments thereto. Lessee also waives and assigns to Lessor the right of any statutory exemption from execution or otherwise and further waives any right to demand security for costs in the event of litigation.

38. FINANCIAL DATA AND OTHER INFORMATION. Lessee will provide Lessor with financial data and information as Lessor may request from time to time, including, without limitation, (i) annually, within ninety (90) days of the end of each financial year of Lessee, Lessee shall deliver to Lessor a copy of Lessee's audited or unaudited financial statements (as required by Lessor) for each financial year of Lessee; and (ii) such updated information and/or additional supporting information as Lessor may require with respect to any or all the matters in Lessee's representation and warranty in section 20(f).

39. WAIVER BY LESSOR. Any failure by Lessor to object to or take action with respect to a breach of this Lease or upon the occurrence of an Event of Default shall not constitute a waiver of Lessor's right to take action at a later date on that breach. No course of conduct by Lessor will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Lease or Lessor's rights hereunder.

40. PRE-AUTHORIZED PAYMENTS. If Lessee has completed the Pre-Authorized Debit (PAD) Agreement (attached hereto as Appendix 2 which forms part of this Lease), Lessee warrants on a continuing basis that all persons whose signatures are required to sign on the specified PAD account have signed the authorization. Lessee will notify Lessor in writing of any changes in the account information.

41. ADDITIONAL COLLATERAL SECURITY. As a general and continuing collateral security for the payment and performance of all present and future debts, obligations and liabilities of Lessee to Lessor and any of its affiliates from time to time, Lessee hereby grants a continuing security interest in, and charges and hypothecates all its right, title and interest in and to any equipment and assets now or hereafter leased to, or sold to, Lessee by Lessor, together with all proceeds thereof of whatever nature and kind howsoever arising. Lessee acknowledges that the security interest granted hereby attaches upon the execution of this Lease and that value has been given. A security

interest in any after acquired property included in the collateral in which a security interest is granted hereunder attaches to that property on the acquisition of rights therein by Lessee.

42. ELECTRONIC COMMUNICATIONS. Any electronic communication between Lessee and Lessor will take place according to the provisions of this section. The term "electronic communication" means any communication of instructions or information whether by telephone, internet, telex, tape, disk, wire or other means of telecommunication or electronic transmission, including a facsimile transmission. Lessor will consider any electronic communication received from Lessee or in Lessee's name, or from Lessee's premises or equipment, to be duly authorized by Lessee and binding on Lessee. Lessee authorizes Lessor to rely and act on any such communication. If the communication is by facsimile transmission, Lessor will be entitled to act upon any signature purporting to be Lessee's signature or that of Lessee's authorized signing officer. If Lessor tries to verify the signature on a facsimile transmission or the validity of any instructions electronically communicated (although Lessor is not obligated to do so) and is unable to do so to Lessor's satisfaction, Lessor may delay in acting on or refuse to act on such instructions. Lessee agrees that Lessor's records regarding any electronic communication will be admissible in any legal, administrative or other proceedings as if such records were original written documents. Lessor's records will be conclusive proof of the existence, content and accuracy of the electronic communication.

43. CUSTOMER RESOLUTION PROCESS. If Lessee has a problem or concern, Lessee may contact Lessor toll free at 1-800-263-3216, by email at tdefcacs@td.com or Lessee may visit Lessor at 2020 Winston Park Drive, Suite 301, Oakville, Ontario L6H 6X7. For a more detailed overview of Lessor's complaint process visit www.td.com. Financial Consumer Agency of Canada (FCAC) – If Lessee has a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, Lessee can contact the FCAC in writing at: 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232) or through its website at www.fcac-acfc.gc.ca. Please note that the FCAC does not become involved in matters of redress or compensation.

44. TIME. Time is of the essence of this Lease.

45. MISCELLANEOUS. This Lease constitutes the entire agreement between the parties with respect to the Equipment. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, oral or written, express or implied, collateral, statutory or otherwise, relating to the Equipment except as herein provided. Any modification, amendment, change or alteration to the terms of this Lease shall not be effective and binding on Lessor unless the same is in writing and signed by Lessor. No term, covenant or condition of this Lease can be waived except by written consent of Lessor. If more than one Lessee is named in this Lease, the liability of each shall be joint and several. Provisions of this Lease, which contravene the applicable law of any jurisdiction, are severable and void to such extent. Lessee acknowledges executing and receiving a fully executed copy of this Lease. Lessee acknowledges and agrees that clerical errors shall not affect the validity of this Lease and Lessor shall be entitled to unilaterally correct the same. Lessee confirms that, except as permitted by Lessor, this Lease shall not be entered into on behalf of or for the benefit of any third party. This Lease shall apply to and bind Lessee's heirs, executors, administrators, successors and permitted assigns and shall enure to the benefit of Lessor.

This Lease, consisting of the foregoing, including the Schedule(s), Certificates and any appendices attached hereto, correctly sets forth the entire Lease between Lessor and Lessee. Neither this Lease nor any other agreements or understandings shall be binding upon Lessor unless in writing, accepted by an authorized representative of Lessor.

Executed this 6th day of April, 2021.

By execution hereof, the signer hereby certifies that he/she has read this Lease, and that he/she is duly authorized to execute this Lease on behalf of Lessee.

**LESSOR: TD Equipment Finance Canada, a division of The
Toronto-Dominion Bank**

LESSEE: 2668438 ONTARIO INC.

By: _____
Authorized Signature and Title

By:  _____ **President**
Authorized Signature and Title

By: _____
Authorized Signature and Title



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
 2020 Winston Park Drive, Suite 301
 Oakville, ON L6H 6X7
 Phone: 905-403-4770 Fax: 905-403-4771

SCHEDULE "A"
MASTER EQUIPMENT LEASE NO. T00005973
SCHEDULE NO. 21004920

Attached to and forming part of the Master Equipment Lease No. T00005973 made between TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, as Lessor and 2668438 ONTARIO INC. as Lessee dated the 6th day of April, 2021 (the "Master Lease Agreement").

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor, upon and subject to the terms, conditions and provisions set forth in this Schedule and in the above referenced Master Lease Agreement, the Equipment described or identified in the "Equipment To Be Leased" section below and/or on an appendix attached hereto, if applicable, together with all replacements, additions, attachments and accessories relating thereto or affixed thereon (the "Equipment"). Any capitalized term not defined herein shall have the meaning ascribed to it in the Master Lease Agreement. All appendices, if any, attached to this Schedule shall form part of this Schedule.

LEGAL NAME AND ADDRESS OF LESSEE		SUPPLIER OF EQUIPMENT	
LESSEE NAME	2668438 ONTARIO INC. ("Lessee")	NAME	ICON MACHINERY INC ("Supplier")
Date of Birth (if Lessee is an individual)			
ADDRESS: 287 DEERHURST UNIT A, BRAMPTON ON L6T 5K3		ADDRESS: 68 Healey Road Unit 5, Bolton ON L7E 5A4	
CONTACT:	TEL: 905-716-1345	SALESPERSON:	TEL:
MICHAEL GONSALVES	FAX:		FAX:
EQUIPMENT LOCATION (if different from Lessee address above):			
NAME AND ADDRESS OF LANDLORD IF EQUIPMENT IS TO BE PLACED IN RENTED PREMISES:			

EQUIPMENT TO BE LEASED				
NEW/USED	YEAR	MAKE/MODEL	DESCRIPTION	SERIAL NUMBER/VIN
NEW	2020	Acme Model LP6025D Fiber	Laser Cutting Machine c/w accessories and all attachments	65086

TERMS OF PAYMENT (*RENTAL PAYMENTS PAYABLE ARE SUBJECT TO CHANGE TO REFLECT TAX RATE CHANGES)							
LEASE TERM (NO. OF MONTHS)	NUMBER OF RENTAL PAYMENTS	PAYMENTS WILL BE MADE IN ADVANCE:	PREPAID RENTALS HELD AGAINST THE NUMBER OF RENTAL PAYMENTS NO. TOTALLING	RENTAL PAYMENT, excluding taxes	PROVINCIAL SALES TAX*	GST/HST*	RENTAL PAYMENT, including taxes (the "Rental Payment")
60	60	MONTHLY <input checked="" type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI ANNUAL <input type="checkbox"/>		\$4,568.07		\$593.85	\$5,161.92

LEASE COMMENCEMENT DATE AND FIRST RENTAL PAYMENT DATE:				SUBSEQUENT RENTAL PAYMENT DATE:			
MONTH	DAY	YEAR		MONTH	DAY	YEAR	
April	06	2021		May	06	2021	

PURCHASE OPTION:
 Subject to section 2 of this Schedule, Lessee may elect to purchase the Equipment on the expiry of the 60th month (the "Purchase Option Date") for the amount of \$250.00 (the "Purchase Option Price").

ADDITIONS AND AMENDMENTS TO THE TERMS AND CONDITIONS OF THIS LEASE: N/A	CORRESPONDENCE TO BE IN English <input checked="" type="checkbox"/> French <input type="checkbox"/>
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ADDITIONAL TERMS AND CONDITIONS

1. EXTENSION OF LEASE TERM: Provided Lessee is not in default hereunder, at the expiration of the Lease Term this Lease shall be automatically renewed on a month-to-month basis for the Equipment described in this Schedule ("**Extended Lease Term**") upon and subject to the terms and conditions set forth herein, unless either Lessor or Lessee has notified the other in writing no later than thirty (30) days prior to the expiration of the Lease Term of its intent to terminate this Lease for the Equipment described in this Schedule. During the Extended Lease Term, if any, or if the Equipment is not returned in the condition required by this Lease on or prior to expiry of the Lease Term or Extended Lease Term, as applicable, Lessee shall pay the Rental Payment to Lessor. Notwithstanding the foregoing, neither payment nor the obligation by Lessee to pay any amount under this section due to Lessee's failure to return the Equipment in the required condition by the required date, nor acceptance of any such payment by Lessor, constitutes an agreement by Lessor to extend the term of the Lease in respect of the subject Equipment or consent to retention by Lessee of the Equipment after the required return date, nor a waiver of Lessor's right to insist on prompt return of the Equipment or to recover damages for breach of Lessee's obligations hereunder (but such payment may mitigate or partially mitigate such damages).

2. OPTION TO PURCHASE: Provided Lessee is not in default of any of the terms or conditions of this Lease, then Lessee shall have the option to purchase the Equipment on an "as is, where is" basis, without warranties or representations whatever, either express or implied, statutory or otherwise, as to the durability, quality, workmanship, design, merchantability, suitability or condition of the Equipment, or fitness of the Equipment for any particular purpose, for the Purchase Option Price plus all applicable taxes, at the Purchase Option Date. The Purchase Option Price and the Purchase Option Date will be as provided under the "Terms of Payment" section above. Lessee will give Lessor written notice at least sixty (60) days but not more than ninety (90) days prior to the Purchase Option Date of its intention to exercise this purchase option. After receipt of such notice, Lessor shall invoice Lessee for the Purchase Option Price plus all applicable taxes and all amounts outstanding under the Lease in respect of this Schedule, and pass title to the Equipment to Lessee upon receipt of payment in full.

3. AGREEMENT. This Schedule shall be deemed to take effect and form part of the Lease on the Lease Commencement Date.

4. MISCELLANEOUS. Lessee requests Lessor to purchase the above-described Equipment from the Supplier and to lease said Equipment to Lessee upon the terms and conditions of the within Lease; and upon written acceptance hereof, signed by Lessor below, agrees to lease said Equipment. Lessee acknowledges having read the terms and conditions of this Schedule. Lessee and Lessor agree to the provisions of this Schedule and, in consideration of those provisions, sign and deliver this Schedule to be effective on the date signed by Lessee and Lessor.

5. LANGUAGE. Lessee hereby confirms that it has expressly requested that this Schedule as well as all other documents related hereto, including notices, be drawn up in the English language only; le crédit-preneur confirme sa demande expresse de voir cette annexe de même que tous les documents, y compris tous avis, s'y rattachant, rédigés en langue anglaise seulement.

6. ATTESTATION. All information that the Lessee has provided to Lessor is accurate and complete respecting, where applicable: the names of Lessee's directors and the names and addresses of the Lessee's beneficial owners; the names and addresses of Lessee's trustees, known beneficiaries and/or settlors; and Lessee's ownership, control and structure of the customer, TD reserves the right at any time to request updated customer information and/or additional supporting information.

<p>DATE OF ACCEPTANCE BY LESSOR:</p> <p>_____</p> <p>TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("Lessor")</p> <p>By: _____</p> <p align="center">AUTHORIZED SIGNATURE</p> <p>_____</p> <p align="center">NAME/TITLE</p>	<p>DATE EXECUTED BY LESSEE: April 6, 2021</p> <p>FULL LEGAL NAME OF LESSEE: 2668438 ONTARIO INC.</p> <p>_____</p> <p>THE UNDERSIGNED AFFIRM THEY ARE DULY AUTHORIZED TO EXECUTE THIS LEASE</p> <p>2668438 ONTARIO INC.</p> <p>By: _____  Michael Gonsalves President</p> <p align="center">AUTHORIZED SIGNATURE NAME/TITLE</p> <p>By: _____</p> <p align="center">AUTHORIZED SIGNATURE NAME/TITLE</p> <p>Individual(s) (if any): _____</p> <p>Full Legal Name(s): _____</p> <p>Witness: _____</p> <p align="center"><i>(a witness is mandatory for individuals)</i></p> <p>Name/Address of Witness: _____</p>
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**EQUIPMENT ACCEPTANCE CERTIFICATE
(BEFORE DELIVERY)**

To : TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("TDEF")

Re : Lease and/or Loan agreement# 21004920 dated April 6, 2021 as well as pursuant documents and schedules (collectively the "Agreement") between TDEF and 2668438 ONTARIO INC. (the "Undersigned") as customer

The Undersigned hereby confirms and certifies that all of the Equipment identified or referred to in the Agreement ("Equipment") has as of this day been unconditionally accepted by the Undersigned in its present condition and location at the supplier's premises, and prior to delivery of the same to the Undersigned. The Undersigned understands that the Equipment is at the Undersigned's risk from the moment of acceptance and must be fully covered by insurance as required by the Agreement. The Undersigned also certifies that it has made or caused to be made any tests and inspections of the Equipment as the Undersigned deemed necessary to become satisfied that it was in good condition as ordered and has been assembled, tested, etc., as applicable, and is operating, or capable of operating, in accordance with the manufacturers' specifications. The Undersigned irrevocably authorizes TDEF to pay the supplier for the Equipment and to commence the Term of the Agreement, and acknowledges that TDEF will do so in reliance upon this Certificate and that the Undersigned is now unconditionally obligated to pay the required payments and other amounts as stipulated in the Agreement without any set-off or abatement whatsoever and notwithstanding that the Equipment fails to be delivered to the Undersigned, or is lost, damaged or destroyed before or during delivery or, if delivered, it does not operate to the satisfaction of the Undersigned or at all.

The Undersigned further acknowledges that the supplier and manufacturer(s) and the said Equipment were selected by the undersigned and the undersigned is satisfied with the design, specifications, operating performance, quality, value, merchantability, exchange value and suitability of the Equipment for the purposes for which the undersigned intends to use it. Without prejudice to the rights, if any, that the Undersigned may have against the supplier, manufacturer(s) or others, the Undersigned hereby releases and discharges TDEF from any and all actions, causes of action, claims, demands, rights, defences, set-offs, abatements and compensation now or hereafter arising out of or in relation to the Equipment, including, without limitation, any latent defect therein.

This contract is not entered into on behalf of a Third Party or intended to be used by a Third Party.

Dated this 06th day of April, 2021

2668438 ONTARIO INC.

Per: _____ 

Name/Title: Michael Gonsalves President

Per: _____

Name/Title: _____

APPENDIX 2
TD EQUIPMENT FINANCE CANADA, a division of The Toronto-Dominion Bank
PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

This PAD Agreement is attached to and forms part of Master Equipment Lease No. **T000005973** (the "Lease") between **2668438 ONTARIO INC.** ("Lessee") and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("Lessor").

Lessee authorizes Lessor to debit the account indicated below or such other replacement account as indicated on a new void specimen cheque provided by Lessee (each a "PAD Account"), with the amount of each rental payment on the due date thereof (specified in the "Terms of Payment" section of each present and hereafter attached Schedule to the Master Lease) and all other amounts due by Lessee to Lessor from time to time pursuant to the terms and conditions of the Master Lease. Lessee waives any right to receive pre-notification of the amount or due dates of any PAD.

Lessee acknowledges that this authorization is for business pre-authorized debits ("PADs") and is being provided for Lessor's benefit and the benefit of the financial institution where the PAD Account is held (the "Processing Institution"), and is being provided in consideration of such Processing Institution agreeing to process pre-authorized debit requests against the PAD Account in accordance with the rules of the Canadian Payments Association.

Name and Address of Lessee's Financial Institution (Processing Institution):

Processing Institution Number: Transit Number: Account Number:

(Attach sample void cheque)

Lessee acknowledges that delivery of this authorization to Lessor constitutes delivery by Lessee to the Processing Institution. Lessee agrees that the Processing Institution is not required to verify that each PAD submitted by Lessor has been issued in accordance with this authorization (including the amount) or that the purpose of the payment for which a PAD was made has been fulfilled as a condition of honouring a PAD.

Lessee may change or cancel this authorization at any time on fifteen (15) days prior written notice to Lessor. Lessee understands that this PAD Agreement only applies to the method of payment under the Lease and neither this authorization nor the cancellation thereof affects Lessee's obligations to Lessor under the Lease. To obtain a sample cancellation form, or for more information on Lessee's right to cancel a PAD Agreement, Lessee may contact its financial institution or visit www.cdnpay.ca.

Lessee has certain recourse rights if any debit does not comply with this PAD Agreement such as the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on recourse rights, Lessee may contact its financial institution or visit www.cdnpay.ca.

Lessee will notify Lessor promptly in writing of any change to the PAD Account at least two (2) weeks prior to the next due date of a PAD.

Lessee acknowledges that Lessee has received a signed copy of this PAD Agreement.

Lessor Contact Information: **TD Equipment Finance Canada, a division of The Toronto-Dominion Bank**
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770
Fax: 905-403-4771

Date: April 6, 2021

Lessee Name:
2668438 ONTARIO INC.



Signature of Authorized Signatory

Michael Gonsalves President

Name and Title of Signing Officer
(Complete only if Lessee is a Corporation)

Signature of Authorized Signatory

Name and Title of Signing Officer
(Complete only if Lessee is a Corporation)

Payment Adjustment Addendum – COF Changes

This Payment Adjustment Addendum is attached to and forms part of Agreement #21004920 dated April 6, 2021 (the " Agreement") between 2668438 Ontario Inc. (the "Customer") and TD Equipment Finance Canada, a division of The Toronto Dominion Bank ("TDEF").

For good and valuable consideration, the parties hereto agree as follows:

The Customer acknowledges and agrees that the periodic rent or loan payments set out in the Agreement are estimates only, based upon the anticipated interest rate of 3.91 % (the "Contract Rate"), which is the rate of interest based upon TDEF's cost of funds ("COF Rate") as of the date of the calculation and preparation of the Agreement.

The Customer acknowledges that the actual COF Rate interest rate on the date on which TDEF pays for such equipment or makes an advance in the case of a loan, may differ from the above rate which will affect the Contract Rate. Accordingly, the required periodic rent or loan payments under the Agreement will be adjusted upwards or downwards, as the case may be and in the same proportion to any increase or decrease in the Contract Rate as at the date on which TDEF pays for such equipment or makes an advance in the case of a loan. TDEF is hereby expressly authorized to make all such adjustments to the Agreement (including adjusting the required periodic rent or loan payments) as may be necessary to reflect any such change in the COF Rate.

TDEF will provide notice to the Customer of any such change to the required periodic rent or loan payment under the Agreement.

Agreed and acknowledged this 6th day of April , 2021.

TD EQUIPMENT FINANCE CANADA,
A division of The Toronto-Dominion Bank

2668438 Ontario Inc.

Per _____

Per  _____

Name/Title: _____

Name/Title: **Michael Gonsalves President**

Per _____

Name/Title: _____



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6L1 6X7
Phone: 905-403-4770 Fax: 905-403-4771

Date: April 6, 2021

Bill To: 2668438 ONTARIO INC.
287 DEERHURST UNIT A
BRAMPTON ON L6T 5K3

DESCRIPTION	AMOUNT
First Payment	\$4,568.07
HST	\$593.85
Subtotal	\$5,161.92
Admin Fee	\$750.00
HST	\$97.50
Subtotal	\$847.50
Total Due	\$6,009.42

Authorized Signatory

GST/HST# 105255145RT



AMORTIZATION SCHEDULE

TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
 2020 Winston Park Drive, Suite 301
 Oakville, ON L6H 6X7
 Phone: 905-403-4770 Fax: 905-403-4771

2668438 ONTARIO INC. - Contract # 21004920

FOR ACCOUNTING PURPOSES ONLY - NOT TO BE USED FOR PAYOUT PURPOSES

Compound Period: Monthly

Nominal Annual Rate: 3.91%

	Date	Payment	Interest	Principal	Balance
Financial Lease	04/06/2021				249,400.00
1	04/06/2021	4,568.07	0.00	4,568.07	244,831.93
2	05/06/2021	4,568.07	797.74	3,770.33	241,061.60
3	06/06/2021	4,568.07	785.46	3,782.61	237,278.99
4	07/06/2021	4,568.07	773.13	3,794.94	233,484.05
5	08/06/2021	4,568.07	760.77	3,807.30	229,676.75
6	09/06/2021	4,568.07	748.36	3,819.71	225,857.04
7	10/06/2021	4,568.07	735.92	3,832.15	222,024.89
8	11/06/2021	4,568.07	723.43	3,844.64	218,180.25
9	12/06/2021	4,568.07	710.90	3,857.17	214,323.08
2021 Totals		41,112.63	6,035.71	35,076.92	
10	01/06/2022	4,568.07	698.34	3,869.73	210,453.35
11	02/06/2022	4,568.07	685.73	3,882.34	206,571.01
12	03/06/2022	4,568.07	673.08	3,894.99	202,676.02
13	04/06/2022	4,568.07	660.39	3,907.68	198,768.34
14	05/06/2022	4,568.07	647.65	3,920.42	194,847.92
15	06/06/2022	4,568.07	634.88	3,933.19	190,914.73
16	07/06/2022	4,568.07	622.06	3,946.01	186,968.72
17	08/06/2022	4,568.07	609.21	3,958.86	183,009.86
18	09/06/2022	4,568.07	596.31	3,971.76	179,038.10
19	10/06/2022	4,568.07	583.37	3,984.70	175,053.40
20	11/06/2022	4,568.07	570.38	3,997.69	171,055.71
21	12/06/2022	4,568.07	557.36	4,010.71	167,045.00
2022 Totals		54,816.84	7,538.76	47,278.08	
22	01/06/2023	4,568.07	544.29	4,023.78	163,021.22
23	02/06/2023	4,568.07	531.18	4,036.89	158,984.33
24	03/06/2023	4,568.07	518.02	4,050.05	154,934.28
25	04/06/2023	4,568.07	504.83	4,063.24	150,871.04
26	05/06/2023	4,568.07	491.59	4,076.48	146,794.56

	Date	Payment	Interest	Principal	Balance
27	06/06/2023	4,568.07	478.31	4,089.76	142,704.80
28	07/06/2023	4,568.07	464.98	4,103.09	138,601.71
29	08/06/2023	4,568.07	451.61	4,116.46	134,485.25
30	09/06/2023	4,568.07	438.20	4,129.87	130,355.38
31	10/06/2023	4,568.07	424.74	4,143.33	126,212.05
32	11/06/2023	4,568.07	411.24	4,156.83	122,055.22
33	12/06/2023	4,568.07	397.70	4,170.37	117,884.85
2023 Totals		54,816.84	5,656.69	49,160.15	
34	01/06/2024	4,568.07	384.11	4,183.96	113,700.89
35	02/06/2024	4,568.07	370.48	4,197.59	109,503.30
36	03/06/2024	4,568.07	356.80	4,211.27	105,292.03
37	04/06/2024	4,568.07	343.08	4,224.99	101,067.04
38	05/06/2024	4,568.07	329.31	4,238.76	96,828.28
39	06/06/2024	4,568.07	315.50	4,252.57	92,575.71
40	07/06/2024	4,568.07	301.64	4,266.43	88,309.28
41	08/06/2024	4,568.07	287.74	4,280.33	84,028.95
42	09/06/2024	4,568.07	273.79	4,294.28	79,734.67
43	10/06/2024	4,568.07	259.80	4,308.27	75,426.40
44	11/06/2024	4,568.07	245.76	4,322.31	71,104.09
45	12/06/2024	4,568.07	231.68	4,336.39	66,767.70
2024 Totals		54,816.84	3,699.69	51,117.15	
46	01/06/2025	4,568.07	217.55	4,350.52	62,417.18
47	02/06/2025	4,568.07	203.38	4,364.69	58,052.49
48	03/06/2025	4,568.07	189.15	4,378.92	53,673.57
49	04/06/2025	4,568.07	174.89	4,393.18	49,280.39
50	05/06/2025	4,568.07	160.57	4,407.50	44,872.89
51	06/06/2025	4,568.07	146.21	4,421.86	40,451.03
52	07/06/2025	4,568.07	131.80	4,436.27	36,014.76
53	08/06/2025	4,568.07	117.35	4,450.72	31,564.04
54	09/06/2025	4,568.07	102.85	4,465.22	27,098.82
55	10/06/2025	4,568.07	88.30	4,479.77	22,619.05
56	11/06/2025	4,568.07	73.70	4,494.37	18,124.68
57	12/06/2025	4,568.07	59.06	4,509.01	13,615.67
2025 Totals		54,816.84	1,664.81	53,152.03	
58	01/06/2026	4,568.07	44.36	4,523.71	9,091.96
59	02/06/2026	4,568.07	29.62	4,538.45	4,553.51
60	03/06/2026	4,568.07	14.56	4,553.51	0.00
2026 Totals		13,704.21	88.54	13,615.67	
Grand Totals		274,084.20	24,684.20	249,400.00	

Date

Payment

Interest

Principal

Balance

Amounts listed are exclusive of all applicable taxes.



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
 2020 Winston Park Drive, Suite 301
 Oakville, ON L6H 6X7
 Phone: 905-403-4770 Fax: 905-403-4771

MASTER EQUIPMENT LEASE NO. T000005973
 SCHEDULE NO. 21006300

Attached to and forming part of the Master Equipment Lease No. T000005973 made between TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, as Lessor and 2668438 ONTARIO INC. as Lessee dated the 6th day of April, 2021 (the "Master Lease Agreement").

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor, upon and subject to the terms, conditions and provisions set forth in this Schedule and in the above referenced Master Lease Agreement, the Equipment described or identified in the "Equipment To Be Leased" section below and/or on an appendix attached hereto, if applicable, together with all replacements, additions, attachments and accessories relating thereto or affixed thereon (the "Equipment"). Any capitalized term not defined herein shall have the meaning ascribed to it in the Master Lease Agreement. All appendices, if any, attached to this Schedule shall form part of this Schedule.

LEGAL NAME AND ADDRESS OF LESSEE			SUPPLIER OF EQUIPMENT				
LESSEE NAME		2668438 ONTARIO INC. ("Lessee")		NAME	ICON MACHINERY INC. ("Supplier")		
Date of Birth (if Lessee is an individual)							
ADDRESS: 287 DEERHURST UNIT A, BRAMPTON ON L6T 5K3			ADDRESS: 68 Healey Road Unit 5, BOLTON ON L7E 5A4				
CONTACT: MICHAEL GONSALVES		TEL: 905-716-1345 FAX:		SALESPERSON:	TEL: FAX:		
EQUIPMENT LOCATION (if different from Lessee address above):							
NAME AND ADDRESS OF LANDLORD IF EQUIPMENT IS TO BE PLACED IN RENTED PREMISES:							
EQUIPMENT TO BE LEASED							
NEW/USED	YEAR	MAKE/MODEL	DESCRIPTION			SERIAL NUMBER/VIN	
NEW	2020	Bobcat M0369-S76 T4 Skid Steer	c/w all attachments and accessories			B4CD11935	
TERMS OF PAYMENT (*RENTAL PAYMENTS PAYABLE ARE SUBJECT TO CHANGE TO REFLECT TAX RATE CHANGES)							
LEASE TERM (NO. OF MONTHS)	NUMBER OF RENTAL PAYMENTS	PAYMENTS WILL BE MADE IN ADVANCE:	PREPAID RENTALS HELD AGAINST THE NUMBER OF RENTAL PAYMENTS NO. TOTALLING	RENTAL PAYMENT, excluding taxes	PROVINCIAL SALES TAX*	GST/HST*	RENTAL PAYMENT, including taxes (the "Rental Payment")
60	60	MONTHLY <input checked="" type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI ANNUAL <input type="checkbox"/>		\$1,577.08		\$205.02	\$1,782.10
LEASE COMMENCEMENT DATE AND FIRST RENTAL PAYMENT DATE:				SUBSEQUENT RENTAL PAYMENT DATE:			
MONTH	DAY	YEAR	MONTH	DAY	YEAR		
April	23	2021	May	23	2021		
PURCHASE OPTION:							
Subject to section 2 of this Schedule, Lessee may elect to purchase the Equipment on the expiry of the 60 th month (the "Purchase Option Date") for the amount of \$250.00 (the "Purchase Option Price").							
ADDITIONS AND AMENDMENTS TO THE TERMS AND CONDITIONS OF THIS LEASE:				CORRESPONDENCE TO BE IN			
N/A				English	French		
				<input checked="" type="checkbox"/>	<input type="checkbox"/>		

Payment Adjustment Addendum – COF Changes

This Payment Adjustment Addendum is attached to and forms part of Agreement #21006300 dated April 23, 2021 (the " Agreement") between 2668438 Ontario Inc. (the "Customer") and TD Equipment Finance Canada, a division of The Toronto Dominion Bank ("TDEF").

For good and valuable consideration, the parties hereto agree as follows:

The Customer acknowledges and agrees that the periodic rent or loan payments set out in the Agreement are estimates only, based upon the anticipated interest rate of 3.99 % (the "Contract Rate"), which is the rate of interest based upon TDEF's cost of funds ("COF Rate") as of the date of the calculation and preparation of the Agreement.

The Customer acknowledges that the actual COF Rate interest rate on the date on which TDEF pays for such equipment or makes an advance in the case of a loan, may differ from the above rate which will affect the Contract Rate. Accordingly, the required periodic rent or loan payments under the Agreement will be adjusted upwards or downwards, as the case may be and in the same proportion to any increase or decrease in the Contract Rate as at the date on which TDEF pays for such equipment or makes an advance in the case of a loan. TDEF is hereby expressly authorized to make all such adjustments to the Agreement (including adjusting the required periodic rent or loan payments) as may be necessary to reflect any such change in the COF Rate.

TDEF will provide notice to the Customer of any such change to the required periodic rent or loan payment under the Agreement.

Agreed and acknowledged this 23rd day of April , 2021.

TD EQUIPMENT FINANCE CANADA,
A division of The Toronto-Dominion Bank

2668438 Ontario Inc.

Per _____

Per  _____

Name/Title: _____

Name/Title: **Michael Gonsalves** **President**

Per _____

Name/Title: _____



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770 Fax: 905-403-4771

Date: April 23, 2021

Bill To: 2668438 ONTARIO INC.
287 DEERHURST UNIT A
BRAMPTON ON L6T 5K3

DESCRIPTION	AMOUNT
First Payment	\$1,577.08
HST	\$205.02
Subtotal	\$1,782.10
Admin Fee	\$750.00
HST	\$97.50
Subtotal	\$847.50
Total Due	\$2,629.60

Authorized Signatory

GST/HST# 105255145RT



AMORTIZATION SCHEDULE

TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
 2020 Winston Park Drive, Suite 301
 Oakville, ON L6H 6X7
 Phone: 905-403-4770 Fax: 905-403-4771

2668438 ONTARIO INC. - Contract # 21006300

FOR ACCOUNTING PURPOSES ONLY - NOT TO BE USED FOR PAYOUT PURPOSES

Compound Period: Monthly

Nominal Annual Rate: 3.99%

	Date	Payment	Interest	Principal	Balance
Financial Lease	04/23/2021				85,939.56
1	04/23/2021	1,577.08	0.00	1,577.08	84,362.48
2	05/23/2021	1,577.08	280.51	1,296.57	83,065.91
3	06/23/2021	1,577.08	276.19	1,300.89	81,765.02
4	07/23/2021	1,577.08	271.87	1,305.21	80,459.81
5	08/23/2021	1,577.08	267.53	1,309.55	79,150.26
6	09/23/2021	1,577.08	263.17	1,313.91	77,836.35
7	10/23/2021	1,577.08	258.81	1,318.27	76,518.08
8	11/23/2021	1,577.08	254.42	1,322.66	75,195.42
9	12/23/2021	1,577.08	250.02	1,327.06	73,868.36
2021 Totals		14,193.72	2,122.52	12,071.20	
10	01/23/2022	1,577.08	245.61	1,331.47	72,536.89
11	02/23/2022	1,577.08	241.19	1,335.89	71,201.00
12	03/23/2022	1,577.08	236.74	1,340.34	69,860.66
13	04/23/2022	1,577.08	232.29	1,344.79	68,515.87
14	05/23/2022	1,577.08	227.82	1,349.26	67,166.61
15	06/23/2022	1,577.08	223.33	1,353.75	65,812.86
16	07/23/2022	1,577.08	218.83	1,358.25	64,454.61
17	08/23/2022	1,577.08	214.31	1,362.77	63,091.84
18	09/23/2022	1,577.08	209.78	1,367.30	61,724.54
19	10/23/2022	1,577.08	205.23	1,371.85	60,352.69
20	11/23/2022	1,577.08	200.67	1,376.41	58,976.28
21	12/23/2022	1,577.08	196.10	1,380.98	57,595.30
2022 Totals		18,924.96	2,651.90	16,273.06	
22	01/23/2023	1,577.08	191.50	1,385.58	56,209.72
23	02/23/2023	1,577.08	186.90	1,390.18	54,819.54
24	03/23/2023	1,577.08	182.27	1,394.81	53,424.73
25	04/23/2023	1,577.08	177.64	1,399.44	52,025.29
26	05/23/2023	1,577.08	172.98	1,404.10	50,621.19

	Date	Payment	Interest	Principal	Balance
27	06/23/2023	1,577.08	168.32	1,408.76	49,212.43
28	07/23/2023	1,577.08	163.63	1,413.45	47,798.98
29	08/23/2023	1,577.08	158.93	1,418.15	46,380.83
30	09/23/2023	1,577.08	154.22	1,422.86	44,957.97
31	10/23/2023	1,577.08	149.49	1,427.59	43,530.38
32	11/23/2023	1,577.08	144.74	1,432.34	42,098.04
33	12/23/2023	1,577.08	139.98	1,437.10	40,660.94
2023 Totals		18,924.96	1,990.60	16,934.36	
34	01/23/2024	1,577.08	135.20	1,441.88	39,219.06
35	02/23/2024	1,577.08	130.40	1,446.68	37,772.38
36	03/23/2024	1,577.08	125.59	1,451.49	36,320.89
37	04/23/2024	1,577.08	120.77	1,456.31	34,864.58
38	05/23/2024	1,577.08	115.92	1,461.16	33,403.42
39	06/23/2024	1,577.08	111.07	1,466.01	31,937.41
40	07/23/2024	1,577.08	106.19	1,470.89	30,466.52
41	08/23/2024	1,577.08	101.30	1,475.78	28,990.74
42	09/23/2024	1,577.08	96.39	1,480.69	27,510.05
43	10/23/2024	1,577.08	91.47	1,485.61	26,024.44
44	11/23/2024	1,577.08	86.53	1,490.55	24,533.89
45	12/23/2024	1,577.08	81.58	1,495.50	23,038.39
2024 Totals		18,924.96	1,302.41	17,622.55	
46	01/23/2025	1,577.08	76.60	1,500.48	21,537.91
47	02/23/2025	1,577.08	71.61	1,505.47	20,032.44
48	03/23/2025	1,577.08	66.61	1,510.47	18,521.97
49	04/23/2025	1,577.08	61.59	1,515.49	17,006.48
50	05/23/2025	1,577.08	56.55	1,520.53	15,485.95
51	06/23/2025	1,577.08	51.49	1,525.59	13,960.36
52	07/23/2025	1,577.08	46.42	1,530.66	12,429.70
53	08/23/2025	1,577.08	41.33	1,535.75	10,893.95
54	09/23/2025	1,577.08	36.22	1,540.86	9,353.09
55	10/23/2025	1,577.08	31.10	1,545.98	7,807.11
56	11/23/2025	1,577.08	25.96	1,551.12	6,255.99
57	12/23/2025	1,577.08	20.80	1,556.28	4,699.71
2025 Totals		18,924.96	586.28	18,338.68	
58	01/23/2026	1,577.08	15.63	1,561.45	3,138.26
59	02/23/2026	1,577.08	10.43	1,566.65	1,571.61
60	03/23/2026	1,577.08	5.47	1,571.61	0.00
2026 Totals		4,731.24	31.53	4,699.71	
Grand Totals		94,624.80	8,685.24	85,939.56	

Date

Payment

Interest

Principal

Balance

Amounts listed are exclusive of all applicable taxes.



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
5045 South Service Road, 4th Floor
Burlington, ON L7L 5Y7
Phone: 905-403-4770 Fax: 905-403-4771

MASTER EQUIPMENT LEASE NO. T00005973
SCHEDULE NO. 22111510


Attached to and forming part of the Master Equipment Lease No. T00005973 made between TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, as Lessor and 2668438 ONTARIO INC. as Lessee dated the 6th day of April, 2021 (the "Master Lease Agreement").

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor, upon and subject to the terms, conditions and provisions set forth in this Schedule and in the above referenced Master Lease Agreement, the Equipment described or identified in the "Equipment To Be Leased" section below and/or on an appendix attached hereto, if applicable, together with all replacements, additions, attachments and accessories relating thereto or affixed thereon (the "Equipment"). Any capitalized term not defined herein shall have the meaning ascribed to it in the Master Lease Agreement. All appendices, if any, attached to this Schedule shall form part of this Schedule.

LEGAL NAME AND ADDRESS OF LESSEE			SUPPLIER OF EQUIPMENT				
LESSEE NAME	2668438 ONTARIO INC. ("Lessee")		NAME	Ore Fab Machinery Ltd. ("Supplier")			
Date of Birth (if Lessee is an individual)							
ADDRESS: 287 DEERHURST UNIT A, BRAMPTON ON L6T 5K3			ADDRESS: 5 Marconi Court Unit 5, Bolton ON L7E 1H3				
CONTACT:	TEL:		SALESPERSON:	TEL:			
MICHAEL GONSALVES	FAX:			FAX:			
EQUIPMENT LOCATION (if different from Lessee address above):							
NAME AND ADDRESS OF LANDLORD IF EQUIPMENT IS TO BE PLACED IN RENTED PREMISES:							
EQUIPMENT TO BE LEASED							
NEW/USED	YEAR	MAKE/MODEL	DESCRIPTION			SERIAL NUMBER/VIN	
NEW	2022	Revolution Machine Tools 20 HP	150 Ton Hydraulic Precision Press Brake and all attachments and accessories			19122430111	
NEW	2022	Masteel MIWH-130	Double Cylinder Hydraulic Ironworker c/w all attachments and accessories			61007436	
TERMS OF PAYMENT (*RENTAL PAYMENTS PAYABLE ARE SUBJECT TO CHANGE TO REFLECT TAX RATE CHANGES)							
LEASE TERM (NO. OF MONTHS)	NUMBER OF RENTAL PAYMENTS	PAYMENTS WILL BE MADE IN ADVANCE:	PREPAID RENTALS HELD AGAINST THE NUMBER OF RENTAL PAYMENTS	RENTAL PAYMENT, excluding taxes	PROVINCIAL SALES TAX*	GST/HST*	RENTAL PAYMENT, including taxes (the "Rental Payment")
60	60	MONTHLY <input checked="" type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI ANNUAL <input type="checkbox"/>	NO. TOTALLING	\$7,674.45		\$997.68	\$8,672.13
LEASE COMMENCEMENT DATE AND FIRST RENTAL PAYMENT DATE:				SUBSEQUENT RENTAL PAYMENT DATE:			
MONTH	DAY	YEAR		MONTH	DAY	YEAR	
August	08	2022		September	08	2022	
PURCHASE OPTION:							
Subject to section 2 of this Schedule, Lessee may elect to purchase the Equipment on the expiry of the 60 th month (the "Purchase Option Date") for the amount of \$250.00 (the "Purchase Option Price").							
ADDITIONS AND AMENDMENTS TO THE TERMS AND CONDITIONS OF THIS LEASE:				CORRESPONDENCE TO BE IN			
N/A				English <input checked="" type="checkbox"/>		French <input type="checkbox"/>	

ADDITIONAL TERMS AND CONDITIONS

- 1. EXTENSION OF LEASE TERM:** Provided Lessee is not in default hereunder, at the expiration of the Lease Term this Lease shall be automatically renewed on a month-to-month basis for the Equipment described in this Schedule ("Extended Lease Term") upon and subject to the terms and conditions set forth herein, unless either Lessor or Lessee has notified the other in writing no later than thirty (30) days prior to the expiration of the Lease Term of its intent to terminate this Lease for the Equipment described in this Schedule. During the Extended Lease Term, if any, or if the Equipment is not returned in the condition required by this Lease on or prior to expiry of the Lease Term or Extended Lease Term, as applicable, Lessee shall pay the Rental Payment to Lessor. Notwithstanding the foregoing, neither payment nor the obligation by Lessee to pay any amount under this section due to Lessee's failure to return the Equipment in the required condition by the required date, nor acceptance of any such payment by Lessor, constitutes an agreement by Lessor to extend the term of the Lease in respect of the subject Equipment or consent to retention by Lessee of the Equipment after the required return date, nor a waiver of Lessor's right to insist on prompt return of the Equipment or to recover damages for breach of Lessee's obligations hereunder (but such payment may mitigate or partially mitigate such damages).
- 2. OPTION TO PURCHASE:** Provided Lessee is not in default of any of the terms or conditions of this Lease, then Lessee shall have the option to purchase the Equipment on an "as is, where is" basis, without warranties or representations whatsoever, either express or implied, statutory or otherwise, as to the durability, quality, workmanship, design, merchantability, suitability or condition of the Equipment, or fitness of the Equipment for any particular purpose, for the Purchase Option Price plus all applicable taxes, at the Purchase Option Date. The Purchase Option Price and the Purchase Option Date will be as provided under the "Terms of Payment" section above. Lessee will give Lessor written notice at least sixty (60) days but not more than ninety (90) days prior to the Purchase Option Date of its intention to exercise this purchase option. After receipt of such notice, Lessor shall invoice Lessee for the Purchase Option Price plus all applicable taxes and all amounts outstanding under the Lease in respect of this Schedule, and pass title to the Equipment to Lessee upon receipt of payment in full.
- 3. AGREEMENT.** This Schedule shall be deemed to take effect and form part of the Lease on the Lease Commencement Date.
- 4. MISCELLANEOUS.** Lessee requests Lessor to purchase the above-described Equipment from the Supplier and to lease said Equipment to Lessee upon the terms and conditions of the Lease; and upon written acceptance hereof, signed by Lessor below, agrees to lease said Equipment. Lessee acknowledges having read the terms and conditions of this Schedule. Lessee and Lessor agree to the provisions of this Schedule and, in consideration of those provisions, sign and deliver this Schedule to be effective on the date signed by Lessee and Lessor.
- 5. NON-CANCELLABLE LEASE.** This Lease shall be binding upon the parties hereto and cannot be cancelled or terminated except as expressly provided herein. If Lessee qualifies as an Eligible Enterprise as defined in the Bank Act (an "Eligible Enterprise" is a business with authorized credit of less than CAD\$1,000,000, fewer than 500 employees and annual revenues of less than CAD\$50,000,000) and this Lease is not secured by a mortgage on real property, Lessee has the right to cancel this Lease without incurring a cancellation charge until the end of the third business day after the day on which this Lease is entered into and Lessee may be entitled to the refund of certain fees other than (i) any amounts related to Lessee's use of this Lease prior to the cancellation; and (ii) any expense that Lessor has reasonably incurred in providing this Lease.
- 6. COSTS AND EXPENSES.** Lessee shall pay or reimburse Lessor on demand for all expenses, fees, charges, claims and fines incurred or arising in connection with the preparation, documentation, negotiation and registration of this Lease and any other agreement evidencing or relating to the obligations hereunder, and the ongoing administration, monitoring and enforcement thereof, including, without limitation, any outside or in-house counsel fees and expenses, any professional advisory fees and expenses, and any fees and expenses relating to the registration, perfection, preservation, renewal or discharge of any security/hypothec granted to or taken by Lessor (including, without limitation, as applicable, Personal Property Security Act and Le Registre des droits personnels et réels mobiliers registration fees established by the applicable federal, provincial and/or territorial government(s)), the registration, licensing, possession, use or operation of the Equipment and all taxes and duties on or relating to the Equipment together with all other expenses and outgoings relating to the Equipment, the failure of Lessee to pay or perform any of the obligations of this Lease, the enforcement by any means of any of the obligations or any provision of this Lease, the exercise of any rights, powers or remedies under this Lease or any other agreement evidencing or relating to the obligations hereunder (including all such fees and expenses in connection with recovering or taking possession of the Equipment, removing or taking custody of, the storing, preserving, processing, repair, reconditioning or dismantling of Equipment, preparing Equipment for lease, sale or other disposition and leasing, selling or otherwise disposing of Equipment), the rendering of financial services under this Lease (including, without limitation, for processing of payment and rendering statements to Lessee) and the preparation of end of Lease Term documentation, at Lessor's discretion.
- 7. LANGUAGE.** Lessee hereby confirms that it has expressly requested that this Schedule as well as all other documents related hereto, including notices, be drawn up in the English language only; le crédit-preneur confirme sa demande expresse de voir cette annexe de même que tous les documents, y compris tous avis, s'y rattachant, rédigés en langue anglaise seulement.
- 8. ATTESTATION.** All information that the Lessee has provided to Lessor is accurate and complete respecting, where applicable: the names of Lessee's directors and the names and addresses of the Lessee's beneficial owners; the names and addresses of Lessee's trustees, known beneficiaries and/or settlors; and Lessee's ownership, control and structure of the customer, TD reserves the right at any time to request updated customer information and/or additional supporting information.

<p>DATE OF ACCEPTANCE BY LESSOR: _____</p> <p>TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("Lessor")</p> <p>By: _____ AUTHORIZED SIGNATURE</p> <p>_____ NAME/TITLE</p>	<p>DATE EXECUTED BY LESSEE: August 8, 2022</p> <p>FULL LEGAL NAME OF LESSEE: 2668438 ONTARIO INC.</p> <p>THE UNDERSIGNED AFFIRM THEY ARE DULY AUTHORIZED TO EXECUTE THIS LEASE</p> <p>2668438 ONTARIO INC.</p> <p>By:  AUTHORIZED SIGNATURE NAME/TITLE</p> <p>By: Michael Gonsalves President AUTHORIZED SIGNATURE NAME/TITLE</p> <p>Individual(s) (if any): _____</p> <p>Full Legal Name(s): _____</p> <p>Witness: _____ <i>(a witness is mandatory for individuals)</i></p> <p>Name/Address of Witness: _____</p>
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**EQUIPMENT ACCEPTANCE CERTIFICATE
(BEFORE DELIVERY)**

To : TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("TDEF")

Re : Lease and/or Loan agreement# 22111510 dated August 8, 2022 as well as pursuant documents and schedules (collectively the "Agreement") between TDEF and 2668438 ONTARIO INC. (the "Undersigned") as customer

The Undersigned hereby confirms and certifies that all of the Equipment identified or referred to in to the Agreement ("Equipment") has as of this day been unconditionally accepted by the Undersigned in its present condition and location at the supplier's premises, and prior to delivery of the same to the Undersigned. The Undersigned understands that the Equipment is at the Undersigned's risk from the moment of acceptance and must be fully covered by insurance as required by the Agreement. The Undersigned also certifies that it has made or caused to be made any tests and inspections of the Equipment as the Undersigned deemed necessary to become satisfied that it was in good condition as ordered and has been assembled, tested, etc., as applicable, and is operating, or capable of operating, in accordance with the manufacturers' specifications. The Undersigned irrevocably authorizes TDEF to pay the supplier for the Equipment and to commence the Term of the Agreement, and acknowledges that TDEF will do so in reliance upon this Certificate and that the Undersigned is now unconditionally obligated to pay the required payments and other amounts as stipulated in the Agreement without any set-off or abatement whatsoever and notwithstanding that the Equipment fails to be delivered to the Undersigned, or is lost, damaged or destroyed before or during delivery or, if delivered, it does not operate to the satisfaction of the Undersigned or at all.

The Undersigned further acknowledges that the supplier and manufacturer(s) and the said Equipment were selected by the undersigned and the undersigned is satisfied with the design, specifications, operating performance, quality, value, merchantability, exchange value and suitability of the Equipment for the purposes for which the undersigned intends to use it. Without prejudice to the rights, if any, that the Undersigned may have against the supplier, manufacturer(s) or others, the Undersigned hereby releases and discharges TDEF from any and all actions, causes of action, claims, demands, rights, defences, set-offs, abatements and compensation now or hereafter arising out of or in relation to the Equipment, including, without limitation, any latent defect therein.

This contract is not entered into on behalf of a Third Party or intended to be used by a Third Party.

Dated this 08th day of August, 2022.

2668438 ONTARIO INC.

Per:  _____

Name/Title: Michael Gonsalves President _____

Per: _____

Name/Title: _____



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
5045 South Service Road, 4th Floor
Burlington, ON L7L 5Y7
Phone: 905-403-4770 Fax: 905-403-4771

Date: August 8, 2022

Bill To: 2668438 ONTARIO INC.
287 DEERHURST UNIT A
BRAMPTON ON L6T 5K3

DESCRIPTION	AMOUNT
First Payment	\$7,674.45
HST	\$997.68
Subtotal	\$8,672.13
Admin Fee	\$750.00
HST	\$97.50
Subtotal	\$847.50
Total Due	\$9,519.63

Authorized Signatory

GST/HST# 105255145RT



Payment Adjustment Addendum - COF Changes

This Payment Adjustment Addendum is attached to and forms part of Agreement #22111510 dated August 8, 2022 the "Agreement") between 2668438 ONTARIO INC. (the "Customer") and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("TDEF").

For good and valuable consideration, the parties hereto agree as follows:

The Customer acknowledges and agrees that the periodic rent or loan payments set out in the Agreement are estimates only, based upon the anticipated interest rate of 5.99% (the "Contract Rate"), which is the rate of interest based upon TDEF's cost of funds ("COF Rate") as of the date of the calculation and preparation of the Agreement.

The Customer acknowledges that the actual COF Rate interest rate on the date on which TDEF pays for such equipment or makes an advance in the case of a loan, may differ from the above rate which will affect the Contract Rate. Accordingly, the required periodic rent or loan payments under the Agreement will be adjusted upwards or downwards, as the case may be and in the same proportion to any increase or decrease in the Contract Rate as at the date on which TDEF pays for such equipment or makes an advance in the case of a loan. TDEF is hereby expressly authorized to make all such adjustments to the Agreement (including adjusting the required periodic rent or loan payments) as may be necessary to reflect any such change in the COF Rate.

TDEF will provide notice to the Customer of such change to the required periodic rent or loan payment under the Agreement.

Agreed and acknowledged this 8th day of August, 2022.

TD Equipment Finance Canada, a division of The Toronto-Dominion Bank

Per _____

Name/Title: _____

2668438 ONTARIO INC.

Per  _____

Name/Title: Michael Gonsalves President

Per _____

Name/Title: _____



AMORTIZATION SCHEDULE

TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
 5045 South Service Road, 4th Floor
 Burlington, ON L7L 5Y7
 Phone: 905-403-4770 Fax: 905-403-4771

2668438 ONTARIO INC. - Contract # 22111510

FOR ACCOUNTING PURPOSES ONLY - NOT TO BE USED FOR PAYOUT PURPOSES

Compound Period: Monthly

Nominal Annual Rate: 5.99%

	Date	Payment	Interest	Principal	Balance
Financial Lease	08/08/2022				399,042.56
1	08/08/2022	7,674.45	0.00	7,674.45	391,368.11
2	09/08/2022	7,674.45	1,953.58	5,720.87	385,647.24
3	10/08/2022	7,674.45	1,925.02	5,749.43	379,897.81
4	11/08/2022	7,674.45	1,896.32	5,778.13	374,119.68
5	12/08/2022	7,674.45	1,867.48	5,806.97	368,312.71
2022 Totals		38,372.25	7,642.40	30,729.85	
6	01/08/2023	7,674.45	1,838.49	5,835.96	362,476.75
7	02/08/2023	7,674.45	1,809.36	5,865.09	356,611.66
8	03/08/2023	7,674.45	1,780.09	5,894.36	350,717.30
9	04/08/2023	7,674.45	1,750.66	5,923.79	344,793.51
10	05/08/2023	7,674.45	1,721.09	5,953.36	338,840.15
11	06/08/2023	7,674.45	1,691.38	5,983.07	332,857.08
12	07/08/2023	7,674.45	1,661.51	6,012.94	326,844.14
13	08/08/2023	7,674.45	1,631.50	6,042.95	320,801.19
14	09/08/2023	7,674.45	1,601.33	6,073.12	314,728.07
15	10/08/2023	7,674.45	1,571.02	6,103.43	308,624.64
16	11/08/2023	7,674.45	1,540.55	6,133.90	302,490.74
17	12/08/2023	7,674.45	1,509.93	6,164.52	296,326.22
2023 Totals		92,093.40	20,106.91	71,986.49	
18	01/08/2024	7,674.45	1,479.16	6,195.29	290,130.93
19	02/08/2024	7,674.45	1,448.24	6,226.21	283,904.72
20	03/08/2024	7,674.45	1,417.16	6,257.29	277,647.43
21	04/08/2024	7,674.45	1,385.92	6,288.53	271,358.90
22	05/08/2024	7,674.45	1,354.53	6,319.92	265,038.98
23	06/08/2024	7,674.45	1,322.99	6,351.46	258,687.52
24	07/08/2024	7,674.45	1,291.28	6,383.17	252,304.35
25	08/08/2024	7,674.45	1,259.42	6,415.03	245,889.32
26	09/08/2024	7,674.45	1,227.40	6,447.05	239,442.27

	Date	Payment	Interest	Principal	Balance
27	10/08/2024	7,674.45	1,195.22	6,479.23	232,963.04
28	11/08/2024	7,674.45	1,162.87	6,511.58	226,451.46
29	12/08/2024	7,674.45	1,130.37	6,544.08	219,907.38
2024 Totals		92,093.40	15,674.56	76,418.84	
30	01/08/2025	7,674.45	1,097.70	6,576.75	213,330.63
31	02/08/2025	7,674.45	1,064.88	6,609.57	206,721.06
32	03/08/2025	7,674.45	1,031.88	6,642.57	200,078.49
33	04/08/2025	7,674.45	998.73	6,675.72	193,402.77
34	05/08/2025	7,674.45	965.40	6,709.05	186,693.72
35	06/08/2025	7,674.45	931.91	6,742.54	179,951.18
36	07/08/2025	7,674.45	898.26	6,776.19	173,174.99
37	08/08/2025	7,674.45	864.43	6,810.02	166,364.97
38	09/08/2025	7,674.45	830.44	6,844.01	159,520.96
39	10/08/2025	7,674.45	796.28	6,878.17	152,642.79
40	11/08/2025	7,674.45	761.94	6,912.51	145,730.28
41	12/08/2025	7,674.45	727.44	6,947.01	138,783.27
2025 Totals		92,093.40	10,969.29	81,124.11	
42	01/08/2026	7,674.45	692.76	6,981.69	131,801.58
43	02/08/2026	7,674.45	657.91	7,016.54	124,785.04
44	03/08/2026	7,674.45	622.89	7,051.56	117,733.48
45	04/08/2026	7,674.45	587.69	7,086.76	110,646.72
46	05/08/2026	7,674.45	552.31	7,122.14	103,524.58
47	06/08/2026	7,674.45	516.76	7,157.69	96,366.89
48	07/08/2026	7,674.45	481.03	7,193.42	89,173.47
49	08/08/2026	7,674.45	445.12	7,229.33	81,944.14
50	09/08/2026	7,674.45	409.04	7,265.41	74,678.73
51	10/08/2026	7,674.45	372.77	7,301.68	67,377.05
52	11/08/2026	7,674.45	336.32	7,338.13	60,038.92
53	12/08/2026	7,674.45	299.69	7,374.76	52,664.16
2026 Totals		92,093.40	5,974.29	86,119.11	
54	01/08/2027	7,674.45	262.88	7,411.57	45,252.59
55	02/08/2027	7,674.45	225.89	7,448.56	37,804.03
56	03/08/2027	7,674.45	188.71	7,485.74	30,318.29
57	04/08/2027	7,674.45	151.34	7,523.11	22,795.18
58	05/08/2027	7,674.45	113.79	7,560.66	15,234.52
59	06/08/2027	7,674.45	76.05	7,598.40	7,636.12
60	07/08/2027	7,674.45	38.33	7,636.12	0.00
2027 Totals		53,721.15	1,056.99	52,664.16	
Grand Totals		460,467.00	61,424.44	399,042.56	

Date

Payment

Interest

Principal

Balance

Amounts listed are exclusive of all applicable taxes.



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
5045 South Service Road, 4th Floor
Burlington, ON L7L 5Y7
Phone: 905-403-4770 Fax: 905-403-4771

MASTER EQUIPMENT LEASE NO. T000005973
SCHEDULE NO. 23000320

Attached is and forming part of the Master Equipment Lease No. T000005973 made between TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, as Lessor and 2668438 ONTARIO INC. as Lessee dated the 6th day of April, 2021 (the "Master Lease Agreement").

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor, upon and subject to the terms, conditions and provisions set forth in this Schedule and in the above referenced Master Lease Agreement, the Equipment described or identified in the "Equipment To Be Leased" section below and/or on an appendix attached hereto, if applicable. Together with all replacements, additions, attachments and accessories relating thereto or affixed thereto (the "Equipment"). Any capitalized term not defined herein shall have the meaning ascribed to it in the Master Lease Agreement. All appendices, if any, attached to this Schedule shall form part of this Schedule.

LEGAL NAME AND ADDRESS OF LESSEE			SUPPLIER OF EQUIPMENT				
LESSEE NAME: 2668438 ONTARIO INC. ("Lessee")			NAME: Ore Fah Machinery Ltd. ("Supplier")				
Date of Birth (If Lessee is an individual)							
ADDRESS: 287 DEERHURST UNIT A. BRAMPTON ON L6T 5K3			ADDRESS: 5 Mareoni Court Unit 5, Bolton ON L7E 1H3				
CONTACT: MICHAEL GONSALVES		TEL: FAX:	SALESPERSON:		TEL: FAX:		
EQUIPMENT LOCATION (if different from Lessee address above):							
NAME AND ADDRESS OF LANDLORD IF EQUIPMENT IS TO BE PLACED IN RENTED PREMISES:							
EQUIPMENT TO BE LEASED							
NEW/USED	YEAR	MAKE/MODEL	DESCRIPTION	SERIAL NUMBER/VIN			
NEW	2022	Inanlar Prestige	Hydraulic Press Brake CNC HAP 640 30/25 c/w attachments and accessories	P30640			
TERMS OF PAYMENT (*RENTAL PAYMENTS PAYABLE ARE SUBJECT TO CHANGE TO REFLECT TAX RATE CHANGES)							
LEASE TERM (NO. OF MONTHS)	NUMBER OF RENTAL PAYMENTS	PAYMENTS WILL BE MADE IN ADVANCE:	PREPAID RENTALS HELD AGAINST THE NUMBER OF RENTAL PAYMENTS	RENTAL PAYMENT, excluding taxes	PROVINCIAL SALES TAX*	GST/HST*	RENTAL PAYMENT, including taxes (the "Rental Payment")
60	60	MONTHLY <input checked="" type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI ANNUAL <input type="checkbox"/>	NO. TOTALLING	\$6,374.01		\$828.62	\$7,202.63
LEASE COMMENCEMENT DATE AND FIRST RENTAL PAYMENT DATE:			SUBSEQUENT RENTAL PAYMENT DATE:				
MONTH	DAY	YEAR	MONTH	DAY	YEAR		
January	11	2023	February	11	2023		
PURCHASE OPTION:							
Subject to section 2 of this Schedule, Lessee may elect to purchase the Equipment on the expiry of the 60 th month (the "Purchase Option Date") for the amount of \$250.00 (the "Purchase Option Price")							
ADDITIONS AND AMENDMENTS TO THE TERMS AND CONDITIONS OF THIS LEASE:			CORRESPONDENCE TO BE IN				
N/A			English <input checked="" type="checkbox"/> French <input type="checkbox"/>				

ADDITIONAL TERMS AND CONDITIONS

1. **EXTENSION OF LEASE TERM:** Provided Lessee is not in default hereunder, at the expiration of the Lease Term this Lease shall be automatically renewed on a month-to-month basis for the Equipment described in this Schedule ("Extended Lease Term") upon and subject to the terms and conditions set forth herein, unless either Lessor or Lessee has notified the other in writing no later than thirty (30) days prior to the expiration of the Lease Term of its intent to terminate this Lease for the Equipment described in this Schedule. During the Extended Lease Term, if any, or if the Equipment is not returned in the condition required by this Lease on or prior to expiry of the Lease Term or Extended Lease Term, as applicable, Lessee shall pay the Rental Payment to Lessor. Notwithstanding the foregoing, neither payment nor the obligation by Lessee to pay any amount under this section due to Lessee's failure to return the Equipment in the required condition by the required date, nor acceptance of any such payment by Lessor, constitutes an agreement by Lessor to extend the term of the Lease in respect of the subject Equipment or consent to retention by Lessee of the Equipment after the required return date, nor a waiver of Lessor's right to insist on prompt return of the Equipment or to recover damages for breach of Lessee's obligations hereunder (but such payment may mitigate or partially mitigate such damages).
2. **OPTION TO PURCHASE:** Provided Lessee is not in default of any of the terms or conditions of this Lease, then Lessee shall have the option to purchase the Equipment on an "as is, where is" basis, without warranties or representations whatsoever, either express or implied, statutory or otherwise, as to the durability, quality, workmanship, design, merchantability, suitability or condition of the Equipment, or fitness of the Equipment for any particular purpose, for the Purchase Option Price plus all applicable taxes, at the Purchase Option Date. The Purchase Option Price and the Purchase Option Date will be as provided under the "Terms of Payment" section above. Lessee will give Lessor written notice at least sixty (60) days but not more than ninety (90) days prior to the Purchase Option Date of its intention to exercise this purchase option. After receipt of such notice, Lessor shall invoice Lessee for the Purchase Option Price plus all applicable taxes and all amounts outstanding under the Lease in respect of this Schedule, and pass title to the Equipment to Lessee upon receipt of payment in full.
3. **AGREEMENT:** This Schedule shall be deemed to take effect and form part of the Lease on the Lease Commencement Date.
4. **MISCELLANEOUS:** Lessee requests Lessor to purchase the above-described Equipment from the Supplier and to lease said Equipment to Lessee upon the terms and conditions of the Lease; and upon written acceptance hereof, signed by Lessor below, agrees to lease said Equipment. Lessee acknowledges having read the terms and conditions of this Schedule. Lessee and Lessor agree to the provisions of this Schedule and, in consideration of those provisions, sign and deliver this Schedule to be effective on the date signed by Lessee and Lessor.
5. **NON-CANCELLABLE LEASE:** This Lease shall be binding upon the parties herein and cannot be cancelled or terminated except as expressly provided herein. If Lessee qualifies as an Eligible Enterprise as defined in the Bank Act (an "Eligible Enterprise" is a business with authorized credit of less than CAD\$1,000,000, fewer than 500 employees and annual revenues of less than CAD\$50,000,000) and this Lease is not secured by a mortgage on real property, Lessee has the right to cancel this Lease without incurring a cancellation charge until the end of the third business day after the day on which this Lease is entered into and Lessee may be entitled to the refund of certain fees other than (i) any amounts related to Lessee's use of this Lease prior to the cancellation; and (ii) any expense that Lessor has reasonably incurred in providing this Lease.
6. **COSTS AND EXPENSES:** Lessee shall pay or reimburse Lessor on demand for all expenses, fees, charges, claims and fines incurred or arising in connection with the preparation, documentation, negotiation and registration of this Lease and any other agreement evidencing or relating to the obligations hereunder, and the ongoing administration, monitoring and enforcement thereof, including, without limitation, any outside or in-house counsel fees and expenses, any professional advisory fees and expenses, and any fees and expenses relating to the registration, perfection, preservation, renewal or discharge of any security/hypothec granted to or taken by Lessor (including, without limitation, as applicable, Personal Property Security Act and Le Registre des droits personnels et réels mobiliers registration fees established by the applicable federal, provincial and/or territorial government(s)), the registration, licensing, possession, use or operation of the Equipment and all taxes and duties on or relating to the Equipment together with all other expenses and outgoings relating to the Equipment, the failure of Lessee to pay or perform any of the obligations of this Lease, the enforcement by any means of any of the obligations or any provision of this Lease, the exercise of any rights, powers or remedies under this Lease or any other agreement evidencing or relating to the obligations hereunder (including all such fees and expenses in connection with recovering or taking possession of the Equipment, removing or taking custody of, the storing, preserving, processing, repair, reconditioning or dismantling of Equipment, preparing Equipment for lease, sale or other disposition and leasing, selling or otherwise disposing of equipment), the rendering of financial services under this Lease (including, without limitation, for processing of payment and rendering statements to Lessee) and the preparation of end of Lease Term documentation, at Lessor's discretion.
7. **LANGUAGE:** Lessee hereby confirms that it has expressly requested that this Schedule as well as all other documents related hereto, including notices, be drawn up in the English language only; le crédit-preneur confirme sa demande expresse de voir cette annexe de même que tous les documents, y compris tous avis, s'y rattachant, rédigés en langue anglaise seulement.
8. **ATTESTATION:** All information that the Lessee has provided to Lessor is accurate and complete respecting, where applicable: the names of Lessee's directors and the names and addresses of the Lessee's beneficial owners; the names and addresses of Lessee's trustees, known beneficiaries and/or settlers; and Lessee's ownership, control and structure of the customer. TD reserves the right at any time to request updated customer information and/or additional supporting information.

DATE OF ACCEPTANCE BY LESSOR:

DATE EXECUTED BY LESSEE: January 9, 2023

TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("Lessor")

FULL LEGAL NAME OF LESSEE: 2668438 ONTARIO INC.

THE UNDERSIGNED AFFIRM THEY ARE DULY AUTHORIZED TO EXECUTE THIS LEASE

2668438 ONTARIO INC.

By: _____
AUTHORIZED SIGNATURE

By: Michael Goncalves Michael Goncalves, Director
AUTHORIZED SIGNATURE NAME/TITLE

NAME/TITLE

By: _____
AUTHORIZED SIGNATURE NAME/TITLE

Individual(s) (if any): _____

Full Legal Name(s): MICHAEL GONCALVES

Witness: Brian Sauv
(a witness is mandatory for individuals)

Name/Address of Witness: BRIAN SAUV, 1116 MADRIDY CRES, MISS, ONT.

APPENDIX 1
Delivery and Acceptance Certificate

TO: TD Equipment Finance Canada, a division of The Toronto-Dominion Bank

RE: Schedule No. **23000320** to Master Equipment Lease No. **T400005973** between **2668438 ONTARIO INC.** as Lessee and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, as Lessor (the "**Lease**").

Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed thereto in the Lease.

Lessee represents, warrants and acknowledges that:

1. All Equipment described in the Lease between Lessor and Lessee has been delivered to Lessee;
2. Lessee has fully inspected the Equipment and the Equipment has been received in good condition, installed, and has been prepared and is operating satisfactorily for its intended purpose and in accordance with the supplier's or manufacturer's specifications;
3. Lessee has accepted the Equipment;
4. Lessee is aware of and understands the terms of the Lease, and, in particular that the Lease is non-cancellable;
5. Lessor is not the manufacturer or supplier of the Equipment nor is it an agent of the same and Lessor has not made any representations or warranties with respect to the Equipment;
6. Lessee will not make any claims whatsoever against Lessor if, at any time, the Equipment is not satisfactory to Lessee;
7. In reliance upon this Certificate, Lessor will pay the applicable supplier(s) for such Equipment;
8. Lessee's obligations commenced as of the Lease Commencement Date as set out in the Lease and it is obligated to pay each of the Rental Payments, including applicable taxes, to Lessor without any setoff, compensation or abatement and as stipulated in the Lease.

This contract is not entered into on behalf of a Third Party or intended to be used by a Third Party.

Dated this 10 day of Jan, 20 23

LESSEE:

2668438 ONTARIO INC.

Per: _____

Name/Title: _____

Per: _____

Name/Title: _____



Payment Adjustment Addendum - COF Changes

This Payment Adjustment Addendum is attached to and forms part of Agreement #23000320 dated January 9, 2023 (the "Agreement") between 2668438 ONTARIO INC. (the "Customer") and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("TDEF").

For good and valuable consideration, the parties hereto agree as follows:

The Customer acknowledges and agrees that the periodic rent or loan payments set out in the Agreement are estimates only, based upon the anticipated interest rate of 6.93% (the "Contract Rate"), which is the rate of interest based upon TDEF's cost of funds ("COF Rate") as of the date of the calculation and preparation of the Agreement.

The Customer acknowledges that the actual COF Rate interest rate on the date on which TDEF pays for such equipment or makes an advance in the case of a loan, may differ from the above rate which will affect the Contract Rate. Accordingly, the required periodic rent or loan payments under the Agreement will be adjusted upwards or downwards, as the case may be and in the same proportion to any increase or decrease in the Contract Rate as at the date on which TDEF pays for such equipment or makes an advance in the case of a loan. TDEF is hereby expressly authorized to make all such adjustments to the Agreement (including adjusting the required periodic rent or loan payments) as may be necessary to reflect any such change in the COF Rate.

TDEF will provide notice to the Customer of such change to the required periodic rent or loan payment under the Agreement.

Agreed and acknowledged this 9th day of January, 2023.

TD Equipment Finance Canada, a division of The Toronto-Dominion Bank

Per _____

Name/Title: _____

2668438 ONTARIO INC.

Per Michael Gonsalves

Name/Title: MICHAEL GONSALVES / DIRECTOR

Per _____

Name/Title: _____



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
5045 South Service Road, 4th Floor
Burlington, ON L7L 5Y7
Phone: 905-403-4770 Fax: 905-403-4771

Date: January 9, 2023

Bill To: 2668438 ONTARIO INC.
287 DEERHURST UNIT A
BRAMPTON ON L6T 5K3

DESCRIPTION	AMOUNT
First Payment	\$6,374.01
HST	\$828.62
Subtotal	\$7,202.63
Admin Fee	\$750.00
HST	\$97.50
Subtotal	\$847.50
Total Due	\$8,050.13

Authorized Signatory

GST/DST# 105255145RT



AMORTIZATION SCHEDULE

TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
 5045 South Service Road, 4th Floor
 Burlington, ON L7L 5Y7
 Phone: 905-403-4770 Fax: 905-403-4771

2668438 ONTARIO INC. - Contract # 23000320

FOR ACCOUNTING PURPOSES ONLY - NOT TO BE USED FOR PAYOUT PURPOSES

Compound Period: Monthly

Nominal Annual Rate: 6.93%

	Date	Payment	Interest	Principal	Balance
Financial Lease	01/11/2023				324,300.00
1	01/11/2023	6,374.01	0.00	6,374.01	317,925.99
2	02/11/2023	6,374.01	1,836.02	4,537.99	313,388.00
3	03/11/2023	6,374.01	1,809.82	4,564.19	308,823.81
4	04/11/2023	6,374.01	1,783.46	4,590.55	304,233.26
5	05/11/2023	6,374.01	1,756.95	4,617.06	299,616.20
6	06/11/2023	6,374.01	1,730.28	4,643.73	294,972.47
7	07/11/2023	6,374.01	1,703.47	4,670.54	290,301.93
8	08/11/2023	6,374.01	1,676.49	4,697.52	285,604.41
9	09/11/2023	6,374.01	1,649.37	4,724.64	280,879.77
10	10/11/2023	6,374.01	1,622.08	4,751.93	276,127.84
11	11/11/2023	6,374.01	1,594.64	4,779.37	271,348.47
12	12/11/2023	6,374.01	1,567.04	4,806.97	266,541.50
2023 Totals		76,488.12	18,729.62	57,758.50	
13	01/11/2024	6,374.01	1,539.28	4,834.73	261,706.77
14	02/11/2024	6,374.01	1,511.36	4,862.65	256,844.12
15	03/11/2024	6,374.01	1,483.27	4,890.74	251,953.38
16	04/11/2024	6,374.01	1,455.03	4,918.98	247,034.40
17	05/11/2024	6,374.01	1,426.62	4,947.39	242,087.01
18	06/11/2024	6,374.01	1,398.05	4,975.96	237,111.05
19	07/11/2024	6,374.01	1,369.32	5,004.69	232,106.36
20	08/11/2024	6,374.01	1,340.41	5,033.60	227,072.76
21	09/11/2024	6,374.01	1,311.35	5,062.66	222,010.10
22	10/11/2024	6,374.01	1,282.11	5,091.90	216,918.20
23	11/11/2024	6,374.01	1,252.70	5,121.31	211,796.89
24	12/11/2024	6,374.01	1,223.13	5,150.88	206,646.01
2024 Totals		76,488.12	16,592.63	59,895.49	
25	01/11/2025	6,374.01	1,193.38	5,180.63	201,465.38
26	02/11/2025	6,374.01	1,163.46	5,210.55	196,254.83

	Date	Payment	Interest	Principal	Balance
27	03/11/2025	6,374.01	1,133.37	5,240.64	191,014.19
28	04/11/2025	6,374.01	1,103.11	5,270.90	185,743.29
29	05/11/2025	6,374.01	1,072.67	5,301.34	180,441.95
30	06/11/2025	6,374.01	1,042.05	5,331.96	175,109.99
31	07/11/2025	6,374.01	1,011.26	5,362.75	169,747.24
32	08/11/2025	6,374.01	980.29	5,393.72	164,353.52
33	09/11/2025	6,374.01	949.14	5,424.87	158,928.65
34	10/11/2025	6,374.01	917.81	5,456.20	153,472.45
35	11/11/2025	6,374.01	886.30	5,487.71	147,984.74
36	12/11/2025	6,374.01	854.61	5,519.40	142,465.34
2025 Totals		76,488.12	12,307.45	64,180.67	
37	01/11/2026	6,374.01	822.74	5,551.27	136,914.07
38	02/11/2026	6,374.01	790.68	5,583.33	131,330.74
39	03/11/2026	6,374.01	758.44	5,615.57	125,715.17
40	04/11/2026	6,374.01	726.01	5,648.00	120,067.17
41	05/11/2026	6,374.01	693.39	5,680.62	114,386.55
42	06/11/2026	6,374.01	660.58	5,713.43	108,673.12
43	07/11/2026	6,374.01	627.59	5,746.42	102,926.70
44	08/11/2026	6,374.01	594.40	5,779.61	97,147.09
45	09/11/2026	6,374.01	561.02	5,812.99	91,334.10
46	10/11/2026	6,374.01	527.45	5,846.56	85,487.54
47	11/11/2026	6,374.01	493.69	5,880.32	79,607.22
48	12/11/2026	6,374.01	459.73	5,914.28	73,692.94
2026 Totals		76,488.12	7,715.72	68,772.40	
49	01/11/2027	6,374.01	425.58	5,948.43	67,744.51
50	02/11/2027	6,374.01	391.22	5,982.79	61,761.72
51	03/11/2027	6,374.01	356.67	6,017.34	55,744.38
52	04/11/2027	6,374.01	321.92	6,052.09	49,692.29
53	05/11/2027	6,374.01	286.97	6,087.04	43,605.25
54	06/11/2027	6,374.01	251.82	6,122.19	37,483.06
55	07/11/2027	6,374.01	216.46	6,157.55	31,325.51
56	08/11/2027	6,374.01	180.90	6,193.11	25,132.40
57	09/11/2027	6,374.01	145.14	6,228.87	18,903.53
58	10/11/2027	6,374.01	109.17	6,264.84	12,638.69
59	11/11/2027	6,374.01	72.99	6,301.02	6,337.67
60	12/11/2027	6,374.01	36.34	6,337.67	0.00
2027 Totals		76,488.12	2,795.18	73,692.94	
Grand Totals		382,440.60	58,140.60	324,300.00	

Amounts listed are exclusive of all applicable taxes.

Exhibit “D”



TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: #1275

Granted By: 2668438 ONTARIO INC.

(the "Grantor")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with the Bank as follows:

1. Security Interest

The Grantor hereby grants to the Bank a security interest in, and assigns (other than with respect to trade-marks), mortgages, charges and pledges (collectively, the "Security Interest") to the Bank, all property of the Grantor, including all present and after acquired personal property and all other property, assets and undertaking of the kind hereinafter described below, in which the Grantor now has, or hereafter acquires, any right, title or interest, and accretions and accessions thereto (collectively called the "Collateral"):

- (a) **Intangibles.** All intangible property not otherwise described in this Section 1, including all contractual rights and insurance claims, options, permits, licences, quotas, subsidies, franchises, orders, judgments, patents, trademarks, trade names, trade secrets and know-how, inventions, goodwill, copyrights and other intellectual property of the Grantor, including any right or licence to use intellectual property belonging to a third party together with any specified collateral described in Schedule "A" hereto (collectively called "Intangibles");
- (b) **Chattel Paper and Documents of Title.** All chattel paper and all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (c) **Deposits and Credit Balances.** All monies and credit balances, including interest due thereon, which are now or may hereafter from time to time be on deposit with or standing to the credit of the Grantor with the Bank or any other bank, financial institution or other Person;
- (d) **Books and Records.** All deeds, documents, writings, papers, books of account and other books and records in any form, electronic or otherwise, relating to or evidencing any of the Collateral;
- (e) **Accounts and Book Debts.** All debts, accounts, claims and choses in action for moneys now due or owing or accruing due or which may hereafter become due or owing to the Grantor, including claims against the Crown in right of Canada or of any province, moneys which may become payable under any policy of insurance (collectively called "Accounts and Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, mortgages, letters of credit and advices of credit, and all other rights, benefits and documents which are now or which may be taken, vested in or held by the Grantor in respect of or as security for the Accounts and Book Debts or any part thereof, and the full benefit and advantage thereof and all rights of actions, claims or demands which the Grantor now has or may hereafter have in respect of the foregoing;
- (f) **Equipment.** All tools, machinery, apparatus, equipment, vehicles, furniture, plants, fixtures, and other tangible personal property, other than Inventory, wherever situate, including the assets, if any, described in Schedule "A" hereto (collectively called "Equipment");
- (g) **Inventory.** All goods forming the inventory of the Grantor, of whatever kind and wherever located, whether raw material, work in process or finished goods held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (collectively called "Inventory");
- (h) **Instruments.** All bills, notes, cheques, letters of credit and other instruments, whether negotiable or not (collectively called "Instruments");
- (i) **Securities.** All shares, stocks, warrants, options, bonds, debentures, debenture stock and all other securities and investment property of any kind and all instruments, whether negotiable or non-negotiable, and interest thereon and dividends, whether in shares, money or property, received or receivable upon or in respect of any securities and other investment property and all money or other property paid or payable on account of any return on, or repayment of, capital in respect of any securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of or in respect of, the capital of the issuer of the securities (collectively called "Securities");
- (j) **Real Property.** All real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively called "Real Property"), and all rights under any lease or agreement relating to Real Property;

- (k) **Proceeds.** All proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the property described above or the proceeds therefrom or that indemnifies or compensates for damage or loss to such property or the proceeds therefrom, including the money held in banks, financial institutions or any other Person (collectively called "Proceeds");

provided that (i) the Security Interest does not and will not extend to, and the Collateral will not include, any agreement, lease, right, franchise, licence or permit (the "contractual rights") to which the Grantor is a party or of which the Grantor has the benefit, to the extent that the Security Interest would permit any person to terminate the contractual rights unless the consent of one or more Persons has been obtained and until such consent has been obtained, which the Grantor agrees it will use commercially reasonable efforts to obtain if requested by the Bank, the Grantor agrees to hold its interest therein in trust for the Bank, and notwithstanding the foregoing, contractual rights shall not include any account or chattel paper; and (ii) with respect to Real Property, (A) the Security Interest granted hereby is constituted by way of a floating charge, but will become a fixed charge upon the earlier of the Obligations becoming immediately payable, and the occurrence of any other event that by operation of law would result in such floating charge becoming a fixed charge; and (B) the assignment, mortgage and charge granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Grantor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its Security Interest, will assign such last day as directed by the Bank.

2. Obligations Secured

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wherever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

3. Definitions

- (a) Any word or term that is not otherwise defined in this Agreement shall have the meaning given to it in the *Personal Property Security Act* of the province in which the Branch of the Bank is located, as amended from time to time, and being referred to in this Agreement as the "PPSA". Any reference herein to "Collateral" shall, unless the context requires otherwise, be deemed to be a reference to "Collateral or any part thereof".
- (b) The following terms shall have the respective meanings set out below:

"*Branch of the Bank*" means the branch of the Bank located at the address specified above.

"*Business Day*" means any day other than a Saturday, Sunday or statutory holiday in the province in which the Branch of the Bank is located.

"*Control Agreement*" means:

- (a) with respect to any uncertificated security, an agreement between the issuer of such uncertificated security and any Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated security, without the further consent of the Grantor; and
- (b) with respect to any securities account or security entitlement, an agreement between the securities intermediary which maintains the particular securities account to which security entitlements included in the Collateral relate and any Person whereby such securities intermediary agrees to comply with any entitlement orders with respect to such securities accounts or security entitlements that are originated by such Person, without the further consent of the Grantor.

"*Person*" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, co-operative, estate, government, government agency, regulatory authority, trust, or any entity of any nature.

4. Representations & Warranties

The Grantor hereby represents and warrants with the Bank and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

- (a) **Location of Head Office.** The address of the Grantor's chief executive office and the office where it keeps its records respecting the Accounts and Book Debts (the "Head Office") is set out below the name of the Grantor on the signature page of this Agreement;

- (b) **Location of Collateral.** The Collateral which is goods is or will be located at the address set out on the signature page of this Agreement or at the locations specified in Schedule "A" hereto or such other locations as have been agreed to by the Bank in writing, except for (i) goods in transit to such locations and (ii) Inventory on lease or consignment, but including all fixtures, crops, oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral;
- (c) **Collateral Free and Clear.** The Collateral (other than Real Property) is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption;
- (d) **Amount of Accounts.** Each Account and Book Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Grantor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount unconditionally owing by such Account Debtor or Account Debtors, and no Account Debtor will have any defence, set-off, claim or counterclaim against the Grantor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise;
- (e) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected; and
- (f) **Intellectual Property.** All intellectual property applications and registrations are valid, subsisting, unexpired, enforceable, in good standing and have not been abandoned and the Grantor is the owner of the applications and registrations.

5. Covenants

The Grantor covenants and agrees with the Bank that:

- (a) **Place of Business and Location of Collateral.** The Grantor shall not change its name or the location of its Head Office, amalgamate with any other Person, or move any of the Collateral from the address set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto other than in accordance with clause 5(g), without the prior written consent of the Bank;
- (b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or Collateral; (ii) the details of any significant acquisition of Collateral; (iii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; (iv) any loss or damage to Collateral or any material adverse change in the value of Collateral; and (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral;
- (c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;
- (d) **Limitations on Discounts, Extensions of Accounts and Compromises.** The Grantor shall not grant any extension of time for payment of any Accounts or Book Debts, or compromise, compound or settle any Accounts or Book Debts for less than the full amount, or release, wholly or partially, any Person liable for the payment of any Accounts or Book Debts, or allow any credit or discount of any Account or Book Debt, other than in the ordinary course of business of the Grantor and consistent with industry practices;

- (c) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;
- (f) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Grantor in its business in good standing, unless otherwise agreed to in writing by the Bank. The Grantor shall apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein and shall diligently initiate and prosecute legal action against every Person who infringes upon the Grantor's rights in intellectual property;
- (g) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank, except that the Grantor may, until an event of default as hereinafter provided occurs, deal with any Inventory or Real Property (other than fixtures financed by the Bank and any replacements or substitutions therefor) in the ordinary course of business so that the purchaser thereof takes title thereto free and clear of the Security Interest; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds, other than from the sale of Inventory, shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor; (iv) Before an event of default occurs hereunder, the Bank may give notice of this Agreement and the Security Interest to any Account Debtor who is obligated to the Grantor under any of the Accounts and Book Debts and, after the occurrence of an event of default hereunder, may give notice to any such Account Debtor to make all further payments to the Bank, and any payment or other Proceeds received by the Grantor from an Account Debtor after an event of default whether before or after any notice is given by the Bank, shall be held by the Grantor in trust for the Bank and paid over to the Bank on request. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;
- (h) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor 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 and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any Books and Records to make them available, in a readable form, upon the request of the Bank. The Grantor will deliver to the Bank any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
- (i) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral (other than Real Property, but not including any fixtures financed by the Bank and any replacements or substitutions therefor) without the express prior written consent of the Bank;
- (j) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;
- (k) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

- (l) **Landlord Agreement.** The Grantor will, at the request of the Bank, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of the Bank and in form and substance satisfactory to the Bank, whereby such landlord agrees to give notice to the Bank of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of the Bank to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

6. Survival of Representations and Warranties and Covenants

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be considered to have been relied on by the Bank and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Bank and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

7. Performance of Covenants by The Bank

- (a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.
- (b) In holding any Collateral, the Bank and any agent or nominee 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 or of similar value held in the same or similar location. The Bank and any agent or 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 Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

8. Securities, Investment Property

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

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

The Grantor has not consented to and covenants that it will not consent to, the entering into of a Control Agreement by: (a) any issuer of any uncertificated securities included in or relating to the Collateral; or (b) any securities intermediary for any securities accounts or security entitlements included in or relating to the Collateral, other than, in either case, a Control Agreement to which the Bank is a party.

Promptly upon request from time to time by the Bank, the Grantor shall:

- (a) enter into and use reasonable commercial efforts to cause any securities intermediary for any securities accounts or securities entitlements included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such securities accounts or securities entitlements as the Bank requires in form and substance satisfactory to the Bank; and
- (b) enter into and use reasonable commercial efforts to cause any issuer of any uncertificated securities included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such uncertificated securities in form and substance satisfactory to the Bank.

9. Dealing with Security Interest

The Bank may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, Account Debtors of the Grantor, sureties and others and with any of the Collateral and any other security as the Bank may see fit without prejudice to the liability of the Grantor or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by the Bank.

10. Deposits and Credit Balances

Without limiting any other rights or remedies of the Bank, the Bank may, without notice to the Grantor or any other Person, any notice being expressly waived by the Grantor, set-off and apply all or any of the amounts standing to or for the credit of the Grantor at the Bank or any of the Bank's affiliates, in any currency, against and on account of all or any part of the Obligations, all as the Bank may see fit, whether or not the Obligations or the amounts standing to or for the credit of the Grantor are due and payable. The Bank is authorized and shall be entitled to make such debits, credits, correcting entries, and other entries to the Grantor's accounts and the Bank's records relating to the Grantor as the Bank regards as desirable in order to give effect to the Bank's rights hereunder and the Grantor agrees to be bound by such entries absent manifest error. When applying a deposit or other obligation in a different currency than the Obligations to the Obligations, the Bank will convert the deposit or other obligation to the currency of the Obligations using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

11. Events of Default

Obligations not payable on demand shall, at the option of the Bank, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

- (a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;
- (b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;
- (c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;
- (d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;
- (e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;
- (f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;
- (g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;
- (h) any indebtedness or liability of the Grantor, other than to the Bank, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;
- (i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;
- (j) an execution or any other process of any court shall become enforceable against the Grantor;
- (k) if the Grantor is a partnership, the death of a partner; or
- (l) any other event which causes the Bank, in good faith, to deem itself insecure;

and the Bank shall not be required to make any further advances or other extension of credit that constitutes an Obligation.

12. Remedies

- (a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law or in equity, will have the rights and remedies set out below, which may be enforced successively or concurrently:
 - (i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

- (ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank, and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;
 - (iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral, including collecting and realizing upon all Accounts and Book Debts;
 - (iv) to carry on or concur in carrying on all or any part of the business of the Grantor;
 - (v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;
 - (vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;
 - (vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;
 - (viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;
 - (ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;
 - (x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank, including compromising any Accounts and Book Debts, and giving time for payment thereof with or without security;
 - (xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and
 - (xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").
- (b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.
- (c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.
- (d) The Bank will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the PPSA.
- (e) Upon default and receiving written demand from the Bank, the Grantor agrees to take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual property to whomever the Bank directs, including to the Bank. The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.
- (f) The Grantor authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or

expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by the Bank in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to the Bank forthwith on demand.

13. Environmental License and Indemnity

The Grantor hereby grants to the Bank and its officers, employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, to enter any Real Property to conduct investigations, inspections, audits, testing and monitoring with respect to any contaminants or hazardous substances and to remove and analyze samples of any contaminants or hazardous substances at the cost and expense of the Grantor (which cost and expense will form part of the Obligations and will be payable immediately on demand and secured hereby). The Grantor hereby indemnifies and will indemnify the Bank and agrees to hold the Bank harmless against and from all losses, fines, penalties, costs, damages and expenses which the Bank may sustain, incur or be held to be or for which it may become liable, at any time whatsoever for or by reason of or arising from the past, present or future presence of or, clean-up, removal or disposal of any contaminants or hazardous substances from, on, under or adjacent to any Real Property owned by the Grantor or which may become owned or occupied by the Bank or as a result of the Bank's compliance with environmental laws or environmental orders relating thereto, including any clean-up, decommissioning, restoration or remediation of any Real Property owned or occupied by the Grantor or other affected or adjacent lands or property. This indemnification will survive the satisfaction, release or extinguishment of the Obligations created hereby

14. Miscellaneous

- (a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.
- (b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.
- (c) **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby (i) shall extend to "Collateral" (as that term is herein defined) in which any amalgamating company has any rights at the time of amalgamation and to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.
- (d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.
- (e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

- (f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.
- (g) **Information.** The Bank may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or anyone acting on behalf of the Bank.
- (h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.
- (i) **Amendment.** Subject to Section 12(f) of this Agreement, 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 course of conduct by the Bank will be deemed to result in an amendment of this Agreement.
- (j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.
- (k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.
- (l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.
- (m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (n) **Waiver by the Grantor.** The Grantor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Grantor is in any way liable and, subject to clause 12(d) hereof, notice of any other action taken by the Bank.
- (o) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.
- (p) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.
- (q) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.
- (r) **Execution.** The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this 29 day of OCTOBER, 2020.

2668438 ONTARIO INC.

Per: Michael Gonschke
(authorized signature)

Per: _____
(authorized signature)

Signature: _____

Name: _____

287 DEERHURST
UNIT A, BRAMPTON
ONTARIO L6T 5K3

Signature: Michael Gonschke

Name: _____

[Address of Grantor] 15 TIMBERWOLF RD
BRAMPTON, ONTARIO
L6P 2B4

Signature: _____

Name: _____

[Address of Grantor] _____

Signature: _____

Name: _____

[Address of Grantor] _____

Signature: _____

Name: _____

[Address of Grantor] _____

Signature: _____

Name: _____

[Address of Grantor] _____

Signature: _____

Name: _____

[Address of Grantor] _____

Trang Thi Quynh Nguyen
Witness as to execution

Trang Thi Quynh Nguyen,
a Commissioner, etc.,
Province of Ontario

SCHEDULE "A"

DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS

QUANTITY	DESCRIPTION	SERIAL NUMBER
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LOCATION OF COLLATERAL

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):

SPECIFIED COLLATERAL (Ontario only)

Quota/Licence No. _____ issued by _____ (including any successor marketing board or licencing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.

Additional Covenants of Customer Applicable to Above Collateral:

1. By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.
2. Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.
3. Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.
4. The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number or under any other such number.

RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT

"RESOLVED THAT:

- (a) The _____ and the _____ are hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialled by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.
- (b) Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement."

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of _____
on the _____ day of _____, _____ and that the said Resolution is now in full force and effect.

Secretary C/S

Exhibit “E”

**PERSONAL PROPERTY
SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY
RESULTS**



*A Service Provider under
Contract with the Ministry of
Government Services*

Prepared for : Harrison Pensa LLP - Olivia Rajsp
Reference : 196473
Docket :
Search ID : 918875
Date Processed : 27 Apr 2023
Report Type : PPSA Electronic Response
Search Conducted on : 2668438 ONTARIO INC.
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration System, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

RUN NUMBER : 117
RUN DATE : 2023/04/27
ID : 20230427143806.74

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

REPORT : PSSR060
PAGE : 1

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. 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 : 2668438 ONTARIO INC.
FILE CURRENCY : 26APR 2023

ENQUIRY NUMBER 20230427143806.74 CONTAINS 99 PAGE(S), 30 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.

HARRISON PENSE LLP - OLIVIA RAJSP
1101 - 130 DUFFERIN AVE.
LONDON ON N6A 4K3

CONTINUED... 2

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

REPORT : PSSR060
 PAGE : 3

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 792414972

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 002 3 20230417 1455 1532 0492

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR 11APR1987 VICTORIA FARTINHA

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS 113 GLENABBAY DRIVE COURTICE ON L1E2B6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
 LIEN CLAIMANT

09 ADDRESS

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 IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR
 14 COLLATERAL DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A
 15 DESCRIPTION RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR
 16 REGISTERING
 17 AGENT

ADDRESS

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

CONTINUED... 4

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

REPORT : PSSR060
 PAGE : 4

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 792414972

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 003 3 20230417 1455 1532 0492

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

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

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

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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 COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

14 COLLATERAL COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 5

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

REPORT : PSSR060
 PAGE : 5

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 791527689

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 3 20230316 1227 1902 0635 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME FRONTIAC METAL FAB

ONTARIO CORPORATION NO.

04 ADDRESS 287 DEERHURST DR BRAMPTON ON L6T 5K3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME 2668438 ONTARIO INC

ONTARIO CORPORATION NO.

07 ADDRESS 287 DEERHURST DR BRAMPTON ON L6T 5K3

08 SECURED PARTY / AXTOM LEASING INC

LIEN CLAIMANT

09 ADDRESS 4 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1S1

COLLATERAL CLASSIFICATION

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

10 X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2015 AKS FIBER KUT LASER TAB 051039-0812000031

12 VEHICLE

13 GENERAL 2015 AKS FIBER KUT LASER TABLE, 2000 WATTS, 5X10, HYPERTHERM FIBER

14 COLLATERAL LASER, SN 051039-0812000031 KELLER L-CUT-2-P5-B58-V, SN 1426181

15 DESCRIPTION C/W ALL PARTS, ACCESSORIES, COOLANT CHILLERS, REPLACEMENTS,

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 6

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

REPORT : PSSR060
 PAGE : 6

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 791527689

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 002 3 20230316 1227 1902 0635

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR 07MAY1984 GARY H FARTINHA

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS 113 GLENABBAY DR COURTICE ON L1E 2B6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 11APR1987 VICTORIA Y FARTINHA

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 113 GLENABBAY DR COURTICE ON L1E 2B6

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	EQUIPMENT ACCOUNTS OTHER INCLUDED		MATURITY OR	MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ADDITTONS, ATTACHMENTS AND ACCESSTONS

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 7

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

REPORT : PSSR060
 PAGE : 7

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 791527689

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 003 3 20230316 1227 1902 0635

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR 11APR1987 VICTORIA T FARINHA

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS 113 GLENABBAY DR COURTICE

ON L1E 2B6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY /
 LIEN CLAIMANT

ADDRESS

09 COLLATERAL CLASSIFICATION

CONSUMER		MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

ADDRESS

17

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

CONTINUED...

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

REPORT : PSSR060
 PAGE : 8

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

790648236

00	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01		001	3		20230209 1527 1532 2189	P PPSA	5
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02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03	NAME	07MAY1984	GARY	H	FARTINHA

BUSINESS NAME

04		ADDRESS	113 GLENABBAY DR	COURTICE	ONTARIO CORPORATION NO.
					ON L1E 2B6

05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	11APR1987	VICTORIA	T	FARTINHA

BUSINESS NAME

07		ADDRESS	113 GLENABBAY DR	COURTICE	ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT		FLEX-CAP INC		ON L1E 2B6

09		ADDRESS	9 RUE DES TOURNOIS	BLAINVILLE	QC J7C 4Y2
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COLLATERAL CLASSIFICATION

10	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
			X						

11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
----	---------------	-----------	-------	--------

12 VEHICLE

13 GENERAL 1-2017 TOYOTA 7FGCU55 FORKLIFT SN 60628 TOGETHER WITH ALL ATTACHMENTS,

14 COLLATERAL ACCESSORIES, ACCESSTONS, REPLACEMENTS, SUBSTITUTIONS, ADDITTONS, AND

15 DESCRIPTION IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

17		ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSTISSAUGA	ON L4Z 1H8
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

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

REPORT : PSSR060
 PAGE : 9

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 790648236

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 002 3 20230209 1527 1532 2189

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR
03 NAME BUSINESS NAME 2668438 ONTARIO INC

ONTARIO CORPORATION NO.
 ON L6T5K3

ADDRESS	287 DEERHURST DR	BRAMPTON	
DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05 DEBTOR
06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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 OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR
 14 COLLATERAL PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR
 15 DESCRIPTION OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO
 16 REGISTERING
 AGENT

17 ADDRESS

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

CONTINUED... 10

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

REPORT : PSSR060
 PAGE : 10

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 790648236

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 003 3 20230209 1527 1532 2189

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

ADDRESS

09 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 THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 11

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

REPORT : PSSR060
 PAGE : 11

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 790186023

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 001 3 20230124 0953 5064 6419 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME FRONTIAC METAL FAB

ONTARIO CORPORATION NO.

04 ADDRESS 287 DEERHURST DR BRAMPTON ON L6T 5K3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME 2668438 ONTARIO INC

ONTARIO CORPORATION NO.

07 ADDRESS 287 DEERHURST DR BRAMPTON ON L6T 5K3

08 SECURED PARTY / LIEN CLAIMANT AXTOM LEASING INC

09 ADDRESS 4 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1S1

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	EQUIPMENT	INCLUDED	MATURITY	MATURITY DATE
	ACCOUNTS	OTHER	OR	

10 X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2015 COMBT LIFT C17300 XL 26256

12 VEHICLE

13 GENERAL 2015 COMBT LIFT C17300 XL SN 26256

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 12

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

REPORT : PSSR060
 PAGE : 12

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 790186023

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 002 3 20230124 0953 5064 6419

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR 07MAY1984 GARY H FARTINHA

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS 113 GLENABBAY DR COURTICE ON L1E 2B6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 11APR1987 VICTORIA T FARTINHA

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 113 GLENABBAY DR COURTICE ON L1E 2B6

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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
AGENT

17 ADDRESS

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

CONTINUED... 13

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

REPORT : PSSR060
 PAGE : 13

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 790186023

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 003 3 20230124 0953 5064 6419

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR 11APR1987 VICTORIA Y FARTINHA

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS 113 GLENABBAY DR COURTICE

ON L1E 2B6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

ADDRESS

09 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
AGENT

ADDRESS

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

CONTINUED... 14

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

REPORT : PSSR060
 PAGE : 14

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 789864372

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	01	003		20230110 1405 1462 0376	P PPSA	6
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME 2668438 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 287 DEERHURST UNIT A BRAMPTON ON L6T5K3

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

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / THE TORONTO-DOMINION BANK

LIEN CLAIMANT

09 ADDRESS 5045 SOUTH SERVICE ROAD, 4TH FLOOR BURLINGTON ON L7L5Y7

COLLATERAL CLASSIFICATION

CONSUMER		MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED

10		X		X					
----	--	---	--	---	--	--	--	--	--

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL 2022 INANLAR PRESTIGE HYDRAULIC PRESS BRAKE CNC HAP 640 30/25 S/N

14 COLLATERAL P30640, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, REPLACEMENTS,

15 DESCRIPTION SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS

16 REGISTERING PPSA CANADA INC.

AGENT

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 15

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

REPORT : PSSR060
 PAGE : 15

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 789864372

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 02 003 20230110 1405 1462 0376 P PPSA 6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

ID EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINTON BANK

09

ADDRESS 5045 SOUTH SERVICE ROAD, 4TH FLOOR BURLINGTON ON L7L5Y7

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR

14 COLLATERAL

DEALINGS WITH THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR

15 DESCRIPTION

OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO

16 REGISTERING

PPSA CANADA INC.

AGENT

17

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 16

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

REPORT : PSSR060
 PAGE : 16

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 789864372

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 03 003 20230110 1405 1462 0376 P PPSA 6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

ADDRESS

09 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT PPSA CANADA INC.

AGENT

17

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 17

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

REPORT : PSSR060
 PAGE : 17

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 789228108

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 01 002 20221212 1410 1462 0869 P PPSA 3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME
 03 BUSINESS NAME 2668438 ONTARIO INC

ONTARIO CORPORATION NO.

04 ADDRESS 2500 WILLIAMS PKWY BRAMPTON ON L6S5M9

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME
 06 BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT 9859870 CANADA INC

09 ADDRESS 250-5101 BUCHAN MONTREAL QC H4P2R9

COLLATERAL CLASSIFICATION

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

10 X X V.I.N. X

YEAR MAKE MODEL

11 MOTOR VEHICLE
 12 GENERAL (A) ALL ACCOUNTS, CHATTEL PAPER, DOCUMENTS, EQUIPMENT, GENERAL
 14 COLLATERAL INTANGIBLES, INSTRUMENTS, AND INVENTORY, AS THOSE TERMS ARE DEFINED
 15 DESCRIPTION IN THE PERSONAL PROPERTY SECURITY ACT (THE PPSA), NOW OR HEREAFTER
 16 REGISTERING AGENT 9859870 CANADA INC

17 ADDRESS 250-5101 BUCHAN MONTREAL QC H4P2R9

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

CONTINUED... 18

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

REPORT : PSSR060
 PAGE : 18

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 789228108

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 02 002 20221212 1410 1462 0869 P PPSA 3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

07

08 SECURED PARTY /
LIEN CLAIMANT

ADDRESS

09

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 OWNED OR ACQUIRED BY MERCHANT AND (B) ALL PROCEEDS, AS THAT TERM IS

14 COLLATERAL DEFINED IN THE PPSA (A AND B COLLECTIVELY, THE COLLATERAL).

15 DESCRIPTION

16 REGISTERING 9859870 CANADA INC

AGENT

17

ADDRESS 250-5101 BUCHAN MONTREAL QC H4P2R9

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

CONTINUED... 19

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

REPORT : PSSR060
 PAGE : 19

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 789180165

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 3 20221209 1122 5064 5336 P PPSA 05

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME FRONTIEC METAL FAB

ONTARIO CORPORATION NO.

04 ADDRESS 287 DEERHURST DR BRAMPTON ON L6T 5K3

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME 2668438 ONTARIO INC

ONTARIO CORPORATION NO.

07 ADDRESS 287 DEERHURST DR BRAMPTON ON L6T 5K3

08 SECURED PARTY / AXTOM LEASING INC

LIEN CLAIMANT

09 ADDRESS 4 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1S1

COLLATERAL CLASSIFICATION

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

10 X X

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL 2017 HYPERTHERM PLASMA TABLE, SERIAL # 260XD-009148 2018 HYDMECH

14 COLLATERAL SAW A20, SERIAL # A0203372

15 DESCRIPTION

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

AGENT

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 20

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

REPORT : PSSR060
 PAGE : 20

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 789180165

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 002 3 20221209 1122 5064 5336

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR 07MAY1984 GARY H FARTINHA

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS 113 GLENABBAY DR COURTICE ON L1E 2B6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 11APR1987 VICTORIA T FARTINHA

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 113 GLENABBAY DR COURTICE ON L1E 2B6

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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
AGENT

17 ADDRESS

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

CONTINUED... 21

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

REPORT : PSSR060
 PAGE : 21

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 789180165

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 003 3 20221209 1122 5064 5336

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR 11APR1987 VICTORIA Y FARTINHA

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS 113 GLENABBAY DR COURTICE

ON L1E 2B6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

ADDRESS

09 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
AGENT

ADDRESS

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

CONTINUED... 22

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

REPORT : PSSR060
 PAGE : 22

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER										
	789186501										
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD				
01		001	1		20221209 1405 1590 2351	P PPSA	5				
	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
02	DEBTOR NAME	BUSINESS NAME	2668438 ONTARIO INC.								
03		ADDRESS	287 DEERHURST DR			BRAMPTON	ONTARIO CORPORATION NO.				
04		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		ON	L6T 5K3			
05	DEBTOR NAME	BUSINESS NAME									
06		ADDRESS									
07		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
08	SECURED PARTY / LIEN CLAIMANT	BUSINESS NAME	TCAPITAL FINANCIAL SERVICES CORP.								
09		ADDRESS	68 JUTLAND BLOCK B UNIT 7			ETOBICOKE	ON	M8Z 2G6			
	COLLATERAL CLASSIFICATION										
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE		
10	X	X	X	X							
	YEAR MAKE	MODEL			V.I.N.						
11	MOTOR VEHICLE										
12	GENERAL COLLATERAL DESCRIPTION	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY									
13	REGISTERING AGENT	TCAPITAL									
14		ADDRESS	68 JUTLAND BLOCK B UNIT 7			ETOBICOKE	ON	M8Z 2G6			

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

CONTINUED... 23

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

REPORT : PSSR060
 PAGE : 23

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 785607471

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01	001	4		20220808 1419 1793 5343	P PPSA	6
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR
03 NAME BUSINESS NAME 2668438 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 287 DEERHURST UNIT A BRAMPTON ON L6T5K3

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

05 DEBTOR
06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS
08 SECURED PARTY / THE TORONTO-DOMINION BANK
LIEN CLAIMANT

09 ADDRESS 5045 SOUTH SERVICE ROAD, 4TH FLOOR BURLINGTON ON L7L5Y7

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	EQUIPMENT	INCLUDED	MATURITY	MATURITY DATE
	ACCOUNTS	OTHER	OR	

10	YEAR MAKE	X	MODEL	X	V.I.N.
----	-----------	---	-------	---	--------

11 MOTOR
12 VEHICLE
13 GENERAL 2022 REVOLUTION MACHINE TOOLS 20HP 150 TON HYDRAULIC PRECISTON PRESS
14 COLLATERAL BRAKE S/N 19122430111
15 DESCRIPTION 2022 MASTEEL MTWH-180 DOUBLE CYLINDER HYDRAULIC IRONWORKER S/N
16 REGISTERING PPSA CANADA INC.
AGENT

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 24

RUN NUMBER : 117
RUN DATE : 2023/04/27
ID : 20230427143806.74

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

REPORT : PSSR060
PAGE : 24

TYPE OF SEARCH : BUSINESS DEBIOR
SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 785607471

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 4 20220808 1419 1793 5343

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBIOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBIOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / ID EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK
LIEN CLAIMANT

09 ADDRESS 5045 SOUTH SERVICE ROAD, 4TH FLOOR BURLINGTON ON L7L5Y7

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 61007436

14 COLLATERAL

15 DESCRIPTION TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, REPLACEMENTS,

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 25

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

REPORT : PSSR060
 PAGE : 25

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 785607471

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 003 4 20220808 1419 1793 5343

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
 LIEN CLAIMANT

09 ADDRESS

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 SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS

14 COLLATERAL IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR

15 DESCRIPTION DEALINGS WITH THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 26

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

REPORT : PSSR060
 PAGE : 26

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 785607471

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 004 4 20220808 1419 1793 5343

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

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

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
 LIEN CLAIMANT

09 ADDRESS

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 OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO

14 COLLATERAL THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 27

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

REPORT : PSSR060
 PAGE : 27

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

784890198

00	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	3		20220714 1054 5064 7339	P PPSA	06

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

03 DEBTOR NAME BUSINESS NAME 2668438 ONTARIO INC.

ONTARIO CORPORATION NO.

04	ADDRESS	A-287 DEERHURST DRIVE	BRAMPTON
----	---------	-----------------------	----------

ON L6T 5K3

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

06 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT MERIDIAN ONECAP CREDIT CORP.

09	ADDRESS	SUITE 1500, 4710 KINGSWAY	BURNABY	BC	V5H 4M2
----	---------	---------------------------	---------	----	---------

COLLATERAL CLASSIFICATION

10	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
			X		X			

11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
----	---------------	-----------	-------	--------

12 VEHICLE

13 GENERAL PRECISION CUTTER(S), CNC MACHINERY TOGETHER WITH ALL ATTACHMENTS

14 COLLATERAL ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITTONS AND

15 DESCRIPTION IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DTIRECTLY OR

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

17	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4
----	---------	---------------------------------	---------	----	---------

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

CONTINUED... 28

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

REPORT : PSSR060
 PAGE : 28

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

784890198

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 002 3 20220714 1054 5064 7339

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY /
 LIEN CLAIMANT

ADDRESS

09 COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A
 14 COLLATERAL RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR
 15 DESCRIPTION COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE
 16 REGISTERING
 AGENT

ADDRESS

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

CONTINUED... 29

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

REPORT : PSSR060
 PAGE : 29

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

784890198

00	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01		003	3		20220714 1054 5064 7339		
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

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

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

ADDRESS

09 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 COLLATERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 30

PROVINCE OF ONTARIO

MINISTRY OF GOVERNMENT SERVICES

REPORT : PSSR060

RUN NUMBER : 117

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

PAGE : 30

RUN DATE : 2023/04/27

ENQUIRY SEARCH RESPONSE

ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2668438 ONTARIO INC.

FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 783427293

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 1 20220530 1117 1532 6680 P PPSA 06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 2668438 ONTARIO INC

ONTARIO CORPORATION NO.

04 ADDRESS 287 DEERHURST DR BRAMPTON ON L6T5K3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / THE BANK OF NOVA SCOTIA

LIEN CLAIMANT

09 ADDRESS 10 WRIGHT BOULEVARD STRATFORD ON N5A7X9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X X 122470.43

YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 CHEVROLET SILVERADO 2500 1GC1YREY5NF140727

12 VEHICLE

13 GENERAL OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE

14 COLLATERAL AND THE PROCEEDS OF THOSE VEHICLES

15 DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 31

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

REPORT : PSSR060
 PAGE : 31

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 781106508

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01	001	1		20220315 0957 4085 1818	P PPSA	07
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR
03 NAME BUSINESS NAME 2668438 ONTARIO INC

ONTARIO CORPORATION NO.
 ON L6T5K3

ADDRESS	287 DEERHURST DR	BRAMPTON
DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME

05 DEBTOR
06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT THE BANK OF NOVA SCOTIA

ADDRESS	10 WRIGHT BOULEVARD	STRATFORD	ON	N5A7X9
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09 COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	EQUIPMENT	INCLUDED	MATURITY	MATURITY DATE
	ACCOUNTS		OR	

10	X	X	X	82983.62
----	---	---	---	----------

YEAR MAKE	MODEL	V.I.N.
2022 CADILLAC	XT6	1GYKPD RS7NZ121315

11 MOTOR VEHICLE
12 VEHICLE
13 GENERAL OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE
14 COLLATERAL AND THE PROCEEDS OF THOSE VEHICLES

15 DESCRIPTION
16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSTISSAUGA	ON	L4Z 1H8
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 32

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

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

REPORT : PSSR060
 PAGE : 32

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 779938038

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	2		20220126 1641 1532 5344	P PPSA	07
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR NAME	03 JAN 1947	MICHAEL	A GONSALVES
03 BUSINESS NAME	2668438 ONTARIO INC.		

ONTARIO CORPORATION NO.

04 ADDRESS	113 GLENABBAY DRIVE	COURTICE	ON	L1E 2B6
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05 DEBTOR NAME	03 JAN 1947	MICHAEL	A GONSALVES
06 BUSINESS NAME			

ONTARIO CORPORATION NO.

07 ADDRESS	15 TIMBERWOLF ROAD	BRAMPTON	ON	L6P2B4
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08 SECURED PARTY / LIEN CLAIMANT ID AUTO FINANCE (CANADA) INC.

09 ADDRESS	PO BOX 4086, STATION A	TORONTO	ON	M5W 5K3
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COLLATERAL CLASSIFICATION

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

10	X		X	X			
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11 MOTOR VEHICLE	2021 CHEVROLET	MODEL	SUBURBAN	V.I.N.	1GNSKBKD3MR434128
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12 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

17 ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSTISSAUGA	ON	L4Z 1H8
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 33

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

REPORT : PSSR060
 PAGE : 33

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 779938038

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
----------------	----------	----------------	------------------------	---------------------	------------------	---------------------

01 002 2 20220126 1641 1532 5344

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR 03JAN1947 M GONSALVES

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS	15 TIMBERWOLF ROAD	BRAMPTON	ON	L6P2B4
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING
 AGENT

17 ADDRESS

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

CONTINUED... 34

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

REPORT : PSSR060
 PAGE : 34

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 778872384

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01	001	1		20211208 1033 1532 9284	P PPSA	06
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR
03 NAME BUSINESS NAME 2668438 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 15 TIMBERWOLF RD BRAMPTON ON L6P2B4

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR
06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT THE BANK OF NOVA SCOTIA

09 ADDRESS 10 WRIGHT BOULEVARD STRATFORD ON N5A7X9

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	EQUIPMENT	INCLUDED	MATURITY	OR MATURITY DATE

10		X	X	X	110616.80
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YEAR MAKE	MODEL	V.I.N.
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11 MOTOR 2020 CHEVROLET SILVERADO 2500 1GC4YREY8LF254456

12 VEHICLE
13 GENERAL OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE
14 COLLATERAL AND THE PROCEEDS OF THOSE VEHICLES

15 DESCRIPTION
16 REGISTERING D + H LIMITED PARTNERSHIP
AGENT

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 35

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

REPORT : PSSR060
 PAGE : 35

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 777222702

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 1 20211012 1023 4085 8727 P PPSA 05

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME 2668438 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS UNIT A , 287 DEERHURST DR BRAMPTON

ON L6T 5K3

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

09 ADDRESS 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2P 0A4

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X X X

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 36

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

REPORT : PSSR060
 PAGE : 36

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 775700676

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	01	002		20210824 1052 1873 5648	P PPSA	6
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR NAME

03 BUSINESS NAME 2668438 ONTARIO INC.

ONTARIO CORPORATION NO.

04	ADDRESS	287 DEERHURST DRIVE	BRAMPTON	ON	L6T 5K3
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR NAME 03JAN1947

06 BUSINESS NAME MICHAEL A GONSALVES

ONTARIO CORPORATION NO.

07	ADDRESS	15 TIMBERWOLF ROAD	BRAMPTON	ON	L6P 2B4
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08 SECURED PARTY / LIEN CLAIMANT GOLD CARD LEASING O/B GOLDCARD INC.

09	ADDRESS	150 BRIDGELAND AVENUE, STE 201	TORONTO	ONT	M6A 1Z5
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COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10		X		X				X
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YEAR MAKE	MODEL	V.I.N.
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11 MOTOR VEHICLE

12 GENERAL 2008 TOYOTA FORKLIFT CUSHTON LPG 12,000 LBS MODEL 7FGCU70 S/N# 70161

14 COLLATERAL INCLUDING FLASHING STROBE, 5LBS FIRE EXTINGUISHER, BACK UP ALARM,

15 DESCRIPTION NEW BLACK TRACTTION FRONT TIRES

16 REGISTERING AGENT GOLD CARD LEASING O/B GOLDCARD INC.

17	ADDRESS	150 BRIDGELAND AVENUE, STE 201	TORONTO	ON	M6A 1Z5
----	---------	--------------------------------	---------	----	---------

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

CONTINUED... 37

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

REPORT : PSSR060
 PAGE : 37

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 775700676

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 02 002 20210824 1052 1873 5648

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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 AND INCLUDING ALL ATTACHMENTS AND ACCESSORIES

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 38

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

REPORT : PSSR060
 PAGE : 38

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 773159985

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01	01	005		20210604 1028 8077 7303	P PPSA	5
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME 2668438 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 287 DEERHURST DRIVE, UNIT A BRAMPTON

ON L6T5K3

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

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

09 ADDRESS 300-5575 NORTH SERVICE RD BURLINGTON

ON L7L 6M1

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	EQUIPMENT		MATURITY	MATURITY DATE
	ACCOUNTS		OR	
	OTHER			
	INCLUDED			

10		X	X	X		X
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YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR 2020 TIANYUAN TY89 894312817

12 VEHICLE

13 GENERAL EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT #

14 COLLATERAL 201000060921. EQUIPMENT DESCRIPTION 2020 TIANYUAN TY89 STEEL TUBE

15 DESCRIPTION PIPE MAKING MACHINE, S/NO 894312817 TOGETHER WITH ALL ATTACHMENTS,

16 REGISTERING REGISTRY = RECOVERY INC.

AGENT

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

CONTINUED... 39

RUN NUMBER : 117
RUN DATE : 2023/04/27
ID : 20230427143806.74

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

REPORT : PSSR060
PAGE : 39

TYPE OF SEARCH : BUSINESS DEBIOR
SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 773159985

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 02 005 20210604 1028 8077 7303

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBIOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBIOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND

14 COLLATERAL IMPROVEMENTS HERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY

15 DESCRIPTION OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 40

RUN NUMBER : 117
RUN DATE : 2023/04/27
ID : 20230427143806.74

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

REPORT : PSSR060
PAGE : 40

TYPE OF SEARCH : BUSINESS DEBIOR
SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 773159985

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 03 005 20210604 1028 8077 7303

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBIOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBIOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-

14 COLLATERAL TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER

15 DESCRIPTION PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER,

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 41

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

REPORT : PSSR060
 PAGE : 41

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 773159985

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
----------------	----------	----------------	------------------------	---------------------	------------------	---------------------

01 04 005 20210604 1028 8077 7303

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

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

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

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS

14 COLLATERAL OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR

15 DESCRIPTION COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 42

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

REPORT : PSSR060
 PAGE : 42

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 773159985

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 05 005 20210604 1028 8077 7303

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
 LIEN CLAIMANT

09 ADDRESS

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 COLLATERAL.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 43

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

REPORT : PSSR060
 PAGE : 43

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01	004		20210609 1042 8077 7499	P PPSA

21	RECORD REFERENCED	FILE NUMBER	773159985			RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUITRED A AMENDMENT			

23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
----	-----------	------------------	---------	---------

24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2668438 ONTARIO INC.	
----	--------------------	---------------	----------------------	--

25	OTHER CHANGE			
26	REASON/ DESCRIPTION	AMEND SERIAL AND GENERAL COLLATERAL		

02/	DEBTOR/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-----	---------	---------------	------------------	---------	---------

03/	TRANSFeree	BUSINESS NAME				ONTARIO CORPORATION NO.
-----	------------	---------------	--	--	--	-------------------------

04/07		ADDRESS			
-------	--	---------	--	--	--

29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
----	----------	--------------------------------------

08		ADDRESS
----	--	---------

COLLATERAL CLASSIFICATION

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

10								
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.			
		2020	TIANYUAN	TY89	8943121817			

12	GENERAL	EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000060921.						
13	COLLATERAL DESCRIPTION	EQUIPMENT DESCRIPTION? 2020 TIANYUAN TY89 STEEL TUBE PIPE MAKING MACHINE, S/NO? 8943121817 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES						

16	REGISTERING AGENT OR	REGISTRY = RECOVERY INC.				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1551 THE QUEENSWAY	TORONTO	ON	M8Z 1T5

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

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

REPORT : PSSR060
 PAGE : 44

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		02	004		20210609 1042 8077 7499	P PPSA

21 RECORD FILE NUMBER 773159985
 REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
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23 REFERENCE
 24 DEBTOR/ BUSINESS NAME 2668438 ONTARIO INC.
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

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

02/ DEBTOR/
 03/ TRANSFEREE BUSINESS NAME
 06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

09 COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
--	------	------	-------	--------

11 MOTOR
 12 VEHICLE
 13 GENERAL ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS
 14 COLLATERAL THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY
 15 DESCRIPTION FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT

16 REGISTERING AGENT OR REGISTRY = RECOVERY INC.
 17 SECURED PARTY/ ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5
 LIEN CLAIMANT

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

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

REPORT : PSSR060
 PAGE : 45

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		03	004		20210609 1042 8077 7499	P PPSA

21 RECORD FILE NUMBER 773159985
 REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
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23 REFERENCE
 24 DEBTOR/ BUSINESS NAME 2668438 ONTARIO INC.
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

	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 ADDRESS

09 COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
--	------	------	-------	--------

11 MOTOR VEHICLE
 12 GENERAL LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,
 14 COLLATERAL GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE
 15 DESCRIPTION LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,
 16 REGISTERING AGENT OR REGISTRY = RECOVERY INC.

17 SECURED PARTY/ ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5
 LIEN CLAIMANT

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

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

REPORT : PSSR060
 PAGE : 46

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		04	004		20210609 1042 8077 7499	P PPSA

21 RECORD FILE NUMBER 773159985 REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUITRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
22			FIRST GIVEN NAME INITIAL SURNAME		

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME 2668438 ONTARIO INC.
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

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/ASSTIGNEE

08 ADDRESS

09 COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10								

	YEAR	MAKE	MODEL	V.I.N.
11				

12 MOTOR VEHICLE
 13 GENERAL DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR
 14 COLLATERAL ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO
 15 DESCRIPTION THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

16 REGISTERING AGENT OR REGISTRY = RECOVERY INC.
 17 SECURED PARTY/ ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5
 LIEN CLAIMANT

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

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

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

REPORT : PSSR060
 PAGE : 47

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 773125659

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 2 20210603 1459 1902 3042 P PPSA 06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 2668438 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS A-287 DEERHURST DRIVE BRAMPTON ON L6T 5K3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT MERIDIAN ONECAP CREDIT CORP.

09 ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2

COLLATERAL CLASSIFICATION

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

10 X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL LASER CUTTING MACHINE(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES

14 COLLATERAL ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS

15 DESCRIPTION THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

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

CONTINUED... 48

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

REPORT : PSSR060
 PAGE : 48

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 773125659

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 002 2 20210603 1459 1902 3042

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY /

LIEN CLAIMANT

09

ADDRESS

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 FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN

14 COLLATERAL INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES

15 DESCRIPTION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 49

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

REPORT : PSSR060
 PAGE : 49

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 771944427

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01	001	2		20210427 1717 1793 1810	P PPSA	6
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR
03 NAME BUSINESS NAME 2668438 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 287 DEERHURST UNIT A BRAMPTON
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

ON L6T5K3

05 DEBTOR
06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS
08 SECURED PARTY / THE TORONTO-DOMINION BANK
LIEN CLAIMANT

09 ADDRESS 2020 WINSTON PARK DRIVE, SUITE 301 OAKVILLE
COLLATERAL CLASSIFICATION

ON L6H6X7

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

	X	X	X	
--	---	---	---	--

YEAR MAKE	MODEL	V.I.N.
11 MOTOR 2020 BOBCAT	M0369-S76	B4CD11935

12 VEHICLE
13 GENERAL T4 SKTD STEER FORKLIFT, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,
14 COLLATERAL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND
15 DESCRIPTION ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
16 REGISTERING PPSA CANADA INC.
AGENT

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 50

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

REPORT : PSSR060
 PAGE : 50

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 771944427

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 002 2 20210427 1717 1793 1810

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

02 DEBTOR

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

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

05 DEBTOR

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

ID EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMTINTON BANK

09

ADDRESS

2020 WINSTON PARK DRIVE, SUITE 301 OAKVILLE ON L6H6X7

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

SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO ANY

14 COLLATERAL

INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES

15 DESCRIPTION

FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 51

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATTON SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 51

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 TD : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATTON NUMBER	REGISTERED UNDER
01	01	003		20210504 1403 1462 9996	

RECORD REFERENCED	FILE NUMBER			RENEWAL YEARS	CORRECT PERIOD
21	771944427				

22 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUTRED A AMENDMENT

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME 2668438 ONTARIO INC.
 TRANSFEROR

25 OTHER CHANGE
 26 REASON/ TO AMEND THE GENERAL COLLATERAL DESCRIPTION ON THE ORIGINAL
 27 DESCRIPTION REGISTRATTON

28
 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME
 06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSTGNOR
 SECURED PARTY/LTEN CLAIMANT/ASSTGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

11 MOTOR
 12 VEHICLE
 13 GENERAL T4 SKTD STEER, TOGETHER WITH ALL ATTACHMENTS, ACCESSORTES,
 14 COLLATERAL REPLACEMENTS, SUBSTITUTTONS,
 15 DESCRIPTION ADDITTONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM
 16 REGISTERING AGENT OR PPSA CANADA INC.
 17 SECURED PARTY/ ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8
 LTEN CLAIMANT

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

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

REPORT : PSSR060
 PAGE : 52

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		02	003		20210504 1403 1462 9996	

21 RECORD FILE NUMBER 771944427
 REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUITRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
22			FIRST GIVEN NAME INITIAL SURNAME		

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10								

YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
 12 GENERAL DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH
 14 COLLATERAL THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT
 15 DESCRIPTION THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL

16 REGISTERING AGENT OR PPSA CANADA INC.
 17 SECURED PARTY/ ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8
 LIEN CLAIMANT

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

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

REPORT : PSSR060
 PAGE : 53

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		03	003		20210504 1403 1462 9996	

21 RECORD FILE NUMBER 771944427
 REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUITRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
22			FIRST GIVEN NAME INITIAL SURNAME		

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

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/LTEN CLAIMANT/ASSTIGNEE

08 ADDRESS

09 COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10								

	YEAR	MAKE	MODEL	V.I.N.
11				

12 MOTOR VEHICLE
 13 GENERAL OR PROCEEDS OF THE COLLATERAL.
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING AGENT OR PPSA CANADA INC.
 17 SECURED PARTY/ ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8
 LTEN CLAIMANT

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

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

REPORT : PSSR060
 PAGE : 54

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 771369912

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	3		20210408 1653 1793 0374	P PPSA	6
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR NAME
 03 BUSINESS NAME 2668438 ONTARIO INC.

ONTARIO CORPORATION NO.

ADDRESS	287 DEERHURST UNIT A	BRAMPTON
---------	----------------------	----------

ON L6T5K3

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

05 DEBTOR NAME
 06 BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / LIEN CLAIMANT THE TORONTO-DOMINION BANK

ADDRESS	2020 WINSTON PARK DRIVE, SUITE 301	OAKVILLE
---------	------------------------------------	----------

ON L6H6X7

09 COLLATERAL CLASSIFICATION

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

10		X		X				
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YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR VEHICLE
 12 GENERAL (1) NEW 2020 ACME MODEL LP6025D FIBER LASER CUTTING MACHINE S/N

14 COLLATERAL 65086

15 DESCRIPTION

16 REGISTERING AGENT PPSA CANADA INC.

ADDRESS	110 SHEPPARD AVE EAST, SUITE 303	TORONTO	ON	M2N6Y8
---------	----------------------------------	---------	----	--------

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

CONTINUED... 55

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

REPORT : PSSR060
 PAGE : 55

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBIOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 771369912

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
----------------	----------	----------------	------------------------	---------------------	------------------	---------------------

01 002 3 20210408 1653 1793 0374

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

02 DEBIOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

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

05 DEBIOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT ID EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK

09 ADDRESS 2020 WINSTON PARK DRIVE, SUITE 301 OAKVILLE ON L6H6X7

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, REPLACEMENTS,
 14 COLLATERAL SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THEREON AND ALL PROCEEDS

15 DESCRIPTION IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 56

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

REPORT : PSSR060
 PAGE : 56

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 771369912

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 003 3 20210408 1653 1793 0374

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

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

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

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
 LIEN CLAIMANT

09 ADDRESS

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 DEALINGS WITH THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR

14 COLLATERAL OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO

15 DESCRIPTION THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 57

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

REPORT : PSSR060
 PAGE : 57

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 770280381

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01	01	007	X	20210303 1431 8077 2600	P PPSA	5
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DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 2668438 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 287 DEERHURST DRIVE, UNIT A BRAMPTON

ON L6T5K3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / ROYAL BANK OF CANADA

LIEN CLAIMANT

09 ADDRESS 300-5575 NORTH SERVICE RD BURLINGTON ON L7L 6M1

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	EQUIPMENT		MATURITY	MATURITY DATE
	ACCOUNTS		OR	
	OTHER			
	INCLUDED			

10	X	X	X	X	X
----	---	---	---	---	---

YEAR MAKE MODEL V.I.N.

11 MOTOR 2020 SCM R0311601 AH0000970

12 VEHICLE 2020 SCM R001402 68815

13 GENERAL EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT #

14 COLLATERAL 201000059362. EQUIPMENT DESCRIPTION 2020 SCM MORBTDELLI R0311601 N100

15 DESCRIPTION 15B CNC MACHINE, S/NO AH0000970 , 2020 SCM R001402 DUST COLLECTOR,

16 REGISTERING REGISTRY = RECOVERY INC.

AGENT

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

CONTINUED... 58

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

REPORT : PSSR060
 PAGE : 58

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 770280381

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 02 007 20210303 1431 8077 2600

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
 LIEN CLAIMANT

09 ADDRESS

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 2020 SCM R001301 VF200 14918

12 VEHICLE 2020 SCM R052001 K560R T-ER AH00001808

13 GENERAL S/NO 688-15 , 2020 SCM R001301 VF200 DUST COLLECTOR, S/NO 149-18 ,

14 COLLATERAL 2020 SCM R052001 K560R T-ER2 EDGE-BANDER, S/NO AH00001808 TOGETHER

15 DESCRIPTION WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSTONS, REPLACEMENTS,

16 REGISTERING
 AGENT

17 ADDRESS

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

CONTINUED... 59

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

REPORT : PSSR060
 PAGE : 59

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 770280381

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 03 007 20210303 1431 8077 2600

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

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

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

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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 SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS

14 COLLATERAL IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE

15 DESCRIPTION COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 60

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

REPORT : PSSR060
 PAGE : 60

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 770280381

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 04 007 20210303 1431 8077 2600

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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 CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS

14 COLLATERAL RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE

15 DESCRIPTION COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 61

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

REPORT : PSSR060
 PAGE : 61

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 770280381

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 05 007 20210303 1431 8077 2600

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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 TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER

14 COLLATERAL PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE

15 DESCRIPTION COLLATERAL OR PROCEEDS OF THE COLLATERAL.

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 62

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

REPORT : PSSR060
 PAGE : 62

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 770280381

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 06 007 20210303 1431 8077 2600

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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

AGENT

17

ADDRESS

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

CONTINUED... 63

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

REPORT : PSSR060
 PAGE : 63

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023
 FORM 4C MOTOR VEHICLE SCHEDULE

00	FILE NUMBER				
	770280381				
	PAGE	TOTAL		REGISTRATION	
	NO. OF	PAGES		NUMBER	
01	07	007		20210303 1431 8077 2600	
	YEAR	MAKE	MODEL		V.I.N.

41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56

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

CONTINUED... 64

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

REPORT : PSSR060
 PAGE : 64

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 770289228

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 01 005 20210303 1633 8077 2621 P PPSA 10

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 2668438 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 287 DEERHURST DRIVE, UNIT A BRAMPTON ON L6T5K3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

09 ADDRESS 300-5575 NORTH SERVICE RD BURLINGTON ON L7L 6M1

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL AS PER MASTER LEASE AGREEMENT DATED MARCH 3, 2021 TOGETHER

14 COLLATERAL WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE

15 DESCRIPTION DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL

16 REGISTERING REGISTRY = RECOVERY INC.

AGENT

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

CONTINUED... 65

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

REPORT : PSSR060
 PAGE : 65

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 770289228

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 02 005 20210303 1633 8077 2621

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY /
 LIEN CLAIMANT

ADDRESS

09 COLLATERAL CLASSIFICATION

CONSUMER		MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

14 COLLATERAL ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM

15 DESCRIPTION DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL

16 REGISTERING

AGENT

ADDRESS

17

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

CONTINUED... 66

RUN NUMBER : 117
RUN DATE : 2023/04/27
ID : 20230427143806.74

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

REPORT : PSSR060
PAGE : 66

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 770289228

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 03 005 20210303 1633 8077 2621

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS

14 COLLATERAL IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR

15 DESCRIPTION OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 67

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

REPORT : PSSR060
 PAGE : 67

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 770289228

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 04 005 20210303 1633 8077 2621

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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 PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND

14 COLLATERAL RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR

15 DESCRIPTION COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 68

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

REPORT : PSSR060
 PAGE : 68

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 770289228

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 05 005 20210303 1633 8077 2621

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

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

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER		MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED

10

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 69

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

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

REPORT : PSSR060
 PAGE : 69

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 770128074

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	2		20210225 1653 1901 3186	P PPSA	06
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR NAME
 03 BUSINESS NAME 2668438 ONTARIO INC. DBA FRONTEC METAL FAB

ONTARIO CORPORATION NO.

ADDRESS	BRAMPTON,	ON	L6T 5K3
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR NAME
 06 BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
 09 MERIDIAN ONECAP CREDIT CORP.

ADDRESS	SUITE 1500, 4710 KINGSWAY	BURNABY	BC	V5H 4M2
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COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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10		X		X			
	YEAR MAKE		MODEL		V.I.N.		

11 MOTOR VEHICLE
 12 GENERAL DESCRIPTION
 13 EDGE BANDER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSTONS
 14 REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL
 15 PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE
 16 REGISTERING AGENT
 17 ESC CORPORATE SERVICES LTD.

ADDRESS	201-1325 POLSON DRIVE	VERNON	BC	V1T 8H2
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 70

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

REPORT : PSSR060
 PAGE : 70

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 770128074

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 002 2 20210225 1653 1901 3186

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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 AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE

14 COLLATERAL PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR

15 DESCRIPTION DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 71

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

REPORT : PSSR060
 PAGE : 71

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	001	1		20210301 1239 1901 3704	

21 RECORD FILE NUMBER 770128074
 REFERENCED

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUITRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
		FIRST GIVEN NAME INITIAL SURNAME		

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME 2668438 ONTARIO INC. DBA FRONTEC METAL FAB
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/ AMEND DEBTOR FROM 2668438 ONTARIO INC. DBA FRONTEC METAL FAB A-287
 27 DESCRIPTION DEERHURST DRIVE BRAMPTON,, ON, L6T5K3 TO 2668438 ONTARIO INC.
 28 A-287 DEERHURST DRIVE BRAMPTON,, ON, L6T5K3

02/ DEBTOR/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME 2668438 ONTARIO INC.

06	ADDRESS	ONTARIO CORPORATION NO.
04/07	A-287 DEERHURST DRIVE BRAMPTON,	ON L6T 5K3

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

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 ESC CORPORATE SERVICES LTD.
 17 SECURED PARTY/ ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2
 LIEN CLAIMANT

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

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

REPORT : PSSR060
 PAGE : 72

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 767582613

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 01 001 20201110 1438 1530 6310 P PPSA 5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03JAN1947	MICHAEL	A	GONSALVES

02 DEBTOR
03 NAME BUSINESS NAME

ADDRESS	287 DEERHURST UNIT A	BRAMPTON	ONTARIO CORPORATION NO.	ON	L6T 5K3
DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		

05 DEBTOR
06 NAME BUSINESS NAME 2668438 ONTARIO INC.

ADDRESS	287 DEERHURST UNIT A	BRAMPTON	ONTARIO CORPORATION NO.	ON	L6T 5K3
DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		

08 SECURED PARTY /
LIEN CLAIMANT THE TORONTO-DOMINION BANK - 12752

ADDRESS	20 MILVERTON DR	MISSISSAUGA	ONTARIO CORPORATION NO.	ON	L5R 3G2
---------	-----------------	-------------	-------------------------	----	---------

09 COLLATERAL CLASSIFICATION

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

10 X X V.I.N. X

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT

D+H LIMITED PARTNERSHIP

ADDRESS	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 73

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

REPORT : PSSR060
 PAGE : 73

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 767362374

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01	01	001		20201103 1444 1530 5004	P PPSA	5
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME 2668438 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 287 DEERHURST UNIT A BRAMPTON ON L6T 5K3

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

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / THE TORONTO-DOMINION BANK - 12752
LIEN CLAIMANT

09 ADDRESS 20 MILVERTON DR MISSISSAUGA ON L5R 3G2

COLLATERAL CLASSIFICATION

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

10 X X X X X X X

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT D+H LIMITED PARTNERSHIP

17 ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 74

RUN NUMBER : 117
RUN DATE : 2023/04/27
ID : 20230427143806.74

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

REPORT : PSSR060
PAGE : 74

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 764250453

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 3 20200730 1139 1901 9245 P PPSA 06

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME 2668438 ONTARIO INC

ONTARIO CORPORATION NO.

04 ADDRESS UNIT A 287 DEERHURST DRIVE BRAMPTON ON L6T 5K3

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

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / MERIDIAN ONECAP CREDIT CORP.

LIEN CLAIMANT

09 ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2

COLLATERAL CLASSIFICATION

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

10 X X V.I.N.

YEAR MAKE

MODEL

V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL CNC MACHINE(S), DUST COLLECTOR(S) TOGETHER WITH ALL ATTACHMENTS

14 COLLATERAL ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITTONS AND

15 DESCRIPTION IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

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

CONTINUED... 75

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

REPORT : PSSR060
 PAGE : 75

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 764250453

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 002 3 20200730 1139 1901 9245

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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 INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A
 14 COLLATERAL RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR
 15 DESCRIPTION COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE
 16 REGISTERING
 AGENT

17 ADDRESS

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

CONTINUED... 76

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

REPORT : PSSR060
 PAGE : 76

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 764250453

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 003 3 20200730 1139 1901 9245

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

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

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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 COLLATERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 77

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

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

REPORT : PSSR060
 PAGE : 77

TYPE OF SEARCH : BUSINESS DEBIOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

** THIS REGISTRATION HAS BEEN DISCHARGED **

FILE NUMBER

00 757687707

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	6		20191118 1309 1901 3768	P PPSA	04
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBIOR

03 NAME BUSINESS NAME 2668438 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 2500 WILLIAMS PKY UNIT 23, 24 BRAMPTON ON L6S 5M9

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

05 DEBIOR

06 NAME BUSINESS NAME FRONIEC METAL FAB

ONTARIO CORPORATION NO.

07 ADDRESS 2500 WILLIAMS PKY UNIT 23, 24 BRAMPTON ON L6S 5M9

08 SECURED PARTY / LIEN CLAIMANT EQUIREX, A DIVISION OF BENNINGTON FINANCIAL CORP.

09 ADDRESS 101-1465 NORIH SERVICE RD E OAKVILLE ON L6H 1A7

COLLATERAL CLASSIFICATION

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

10		X	X	X		17NOV2023	
----	--	---	---	---	--	-----------	--

11 MOTOR 2009 HINO MODEL 185 V.I.N. 2AYNC6JM293S12382

12 VEHICLE

13 GENERAL PURSUANT TO LEASE AGREEMENT 20002901, ALL PRESENT AND FUTURE

14 COLLATERAL EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 20002901 TOGETHER WITH ALL

15 DESCRIPTION ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1V 8H2

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

CONTINUED... 78

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

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

REPORT : PSSR060
 PAGE : 78

TYPE OF SEARCH : BUSINESS DEBIOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

** THIS REGISTRATION HAS BEEN DISCHARGED **

FILE NUMBER

00 757687707

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 6 20191118 1309 1901 3768

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
07MAY1984	GARY	H	FARINHA

02 DEBIOR NAME BUSINESS NAME

04 ADDRESS 2500 WILLIAMS PKY BRAMPTON ONTARIO CORPORATION NO. L6S 5M9

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
07MAY1984	GARY		FARINHA

05 DEBIOR NAME BUSINESS NAME

07 ADDRESS 2500 WILLIAMS PKY BRAMPTON ONTARIO CORPORATION NO. L6S 5M9

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

12 GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT
 ADDITIONS AND IMPROVEMENTS HERETO AND ALL PROCEEDS OF EVERY TYPE,
 ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
 DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,

17 ADDRESS

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

CONTINUED... 79

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

REPORT : PSSR060
 PAGE : 79

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

** THIS REGISTRATION HAS BEEN DISCHARGED **

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 757687707

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 003 6 20191118 1309 1901 3768

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

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

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

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	EQUIPMENT ACCOUNTS OTHER INCLUDED		MATURITY OR	MATURITY DATE

10

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS,

14 COLLATERAL ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF

15 DESCRIPTION TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 80

RUN NUMBER : 117
RUN DATE : 2023/04/27
ID : 20230427143806.74

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

REPORT : PSSR060
PAGE : 80

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

** THIS REGISTRATION HAS BEEN DISCHARGED **

FILE NUMBER

00 757687707

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 004 6 20191118 1309 1901 3768

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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 INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR

14 COLLATERAL COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF

15 DESCRIPTION THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 1 2005

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 81

RUN NUMBER : 117
RUN DATE : 2023/04/27
ID : 20230427143806.74

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

REPORT : PSSR060
PAGE : 81

TYPE OF SEARCH : BUSINESS DEBIOR
SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

** THIS REGISTRATION HAS BEEN DISCHARGED **

FILE NUMBER

757687707

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
----------------	----------	----------------	------------------------	---------------------	------------------	---------------------

01 005 6 20191118 1309 1901 3768

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBIOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBIOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COMBILIFT 4 DIRECTIONAL FORK LIFT 1 2020 HYD-MECH S-20

14 COLLATERAL S/N-6B08182511 HORIZONTAL BAND SAW, 3 PHASE/ 575V W/

15 DESCRIPTION 14'-10"X.035X4/6 TPI CPRO LENOX BLADE, LENOX CUTTING FLUID,

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 82

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

REPORT : PSSR060
 PAGE : 82

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

** THIS REGISTRATION HAS BEEN DISCHARGED **

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 757687707

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 006 6 20191118 1309 1901 3768

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

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

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

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	EQUIPMENT ACCOUNTS OTHER INCLUDED		MATURITY OR	MATURITY DATE

10

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL BAND-ADE, 5 GALLON, SEMI SYNTHETIC 1 1995 CLARK GCX50 FORKLIFT 1

14 COLLATERAL 2009 HINO 185 TRUCK

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 83

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

REPORT : PSSR060
 PAGE : 83

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	3		20210416 1338 1901 5168	

21 RECORD FILE NUMBER 757687707
 REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUITRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
22			FIRST GIVEN NAME INITIAL SURNAME		

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME 2668438 ONTARIO INC.
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/ ADD DEBTOR 2469521 ONTARIO INC. (1575 DREW ROAD) ADD DEBTOR JASWANT
 27 DESCRIPTION R DASS (211 GREENBROOK DR) ADD DEBTOR JASWANT DASS (211 GREENBROOK
 28 DR)

02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-----	---------------	------------------	---------	---------

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME 2469521 ONTARIO INC.

04/07	ADDRESS	1575 DREW ROAD	MISSISSAUGA	ONTARIO CORPORATION NO.
				ON L5S 1S5

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

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

10	YEAR	MAKE	MODEL	V.I.N.
----	------	------	-------	--------

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.
17	SECURED PARTY/ ADDRESS	201-1325 POLSON DRIVE VERNON BC V1T 8H2
	LIEN CLAIMANT	

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

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

REPORT : PSSR060
 PAGE : 84

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01		002	3		20210416 1338 1901 5168			
21	RECORD REFERENCED	FILE NUMBER	757687707				RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

	REFERENCE	DEBTOR/ TRANSFEROR	BUSINESS NAME	OTHER CHANGE REASON/ DESCRIPTION	FIRST GIVEN NAME	INITIAL	SURNAME
23							
24							
25							
26							
27							

	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05		10FEB1963	JASWANT	R	DASS

	TRANSFEEEE	BUSINESS NAME	ADDRESS	ONTARIO CORPORATION NO.
03/04/07			211 GREENBROOK DR WOODBRIDGE ON L4L 8L1	

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

	ADDRESS	COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
08											

	YEAR	MAKE	MODEL	V.I.N.
10				

11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ LIEN CLAIMANT ADDRESS

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

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

REPORT : PSSR060
 PAGE : 85

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	003	3		20210416 1338 1901 5168	
21	FILE NUMBER	757687707			
	REFERENCED				RENEWAL CORRECT
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	YEARS	PERIOD

22

FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE		
24 DEBTOR/ BUSINESS NAME		
TRANSFEROR		
25 OTHER CHANGE		
26 REASON/		
27 DESCRIPTION		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/			
05 DEBTOR/ 10FEB1963	JASWANT		DASS

TRANSFeree	BUSINESS NAME	ADDRESS	ONTARIO CORPORATION NO.
03/			
06			
04/07		211 GREENBROOK DR	WOODBRIDGE ON L4L 8L1
29	ASSIGNOR		
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		

ADDRESS	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
08					
09					

YEAR	MAKE	MODEL	V.I.N.
10			
11	MOTOR		
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. ***

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

REPORT : PSSR060
 PAGE : 86

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	1		20220228 1141 1902 8088	

21 RECORD FILE NUMBER 757687707
 REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUITRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
22			FIRST GIVEN NAME INITIAL SURNAME		

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME 2668438 ONTARIO INC.
 TRANSFEROR

25 OTHER CHANGE
 26 REASON/ ADD DEBTOR DASS METAL PRODUCTS (1575 DREW ROAD)
 27 DESCRIPTION

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME DASS METAL PRODUCTS

06					ONTARIO CORPORATION NO.
04/07	ADDRESS 1575 DREW ROAD			MISSISSAUGA	ON L5S 1S5

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSTIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10							

	YEAR MAKE	MODEL	V.I.N.
11			

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING AGENT OR ESC CORPORATE SERVICES LTD.
 17 SECURED PARTY/ ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4
 LIEN CLAIMANT

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

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

REPORT : PSSR060
 PAGE : 87

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	001	1		20230302 1427 1465 7857	

21 RECORD FILE NUMBER 757687707
 REFERENCED

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUITRED	RENEWAL YEARS	CORRECT PERIOD
		C DISCHARGE		

FIRST GIVEN NAME	INITIAL	SURNAME
------------------	---------	---------

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME 2668438 ONTARIO INC.
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

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

02/ DEBTOR/
 03/ TRANSFEREE BUSINESS NAME
 06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING AGENT OR ESC CORPORATE SERVICES LTD.
 17 SECURED PARTY/ ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4
 LIEN CLAIMANT

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

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

REPORT : PSSR060
 PAGE : 88

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 755929872

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
----------------	----------	----------------	------------------------	---------------------	------------------	---------------------

01 001 5 20190927 1436 1901 0562 P PPSA 05

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

02 DEBTOR NAME
 03 BUSINESS NAME 2668438 ONTARIO INC.

ONTARIO CORPORATION NO.

ADDRESS	2500 WILLIAMS PKY UNIT 23	BRAMPTON
---------	---------------------------	----------

ON L6S 5M9

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

05 DEBTOR NAME
 06 BUSINESS NAME FRONTIAC METAL LAB

ONTARIO CORPORATION NO.

ADDRESS	2500 WILLIAMS PKY UNIT 23	BRAMPTON
---------	---------------------------	----------

ON L6S 5M9

08 SECURED PARTY / LIEN CLAIMANT
 EQUIREX, A DIVISION OF BENNINGTON FINANCIAL CORP.

ADDRESS	101-1465 NORTH SERVICE RD E	OAKVILLE
---------	-----------------------------	----------

ON L6H 1A7

COLLATERAL CLASSIFICATION

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

10 X X 26SEP2024

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR 2020 HYD-MECH S-20 6B08182511

12 VEHICLE 2005 COMBILTFT 4 DIRECTIONAL 2199

13 GENERAL PURSUANT TO LEASE AGREEMENT 20002672, ALL PRESENT AND FUTURE

14 COLLATERAL EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 20002672 TOGETHER WITH ALL

15 DESCRIPTION ATTACHMENTS ACCESSORIES, ACCESSTONS, REPLACEMENTS, SUBSTITUTIONS,

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

ADDRESS	201-1325 POLSON DRIVE	VERNON	BC	V1T 8H2
---------	-----------------------	--------	----	---------

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

CONTINUED... 89

RUN NUMBER : 117
RUN DATE : 2023/04/27
ID : 20230427143806.74

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

REPORT : PSSR060
PAGE : 89

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 755929872

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 5 20190927 1436 1901 0562

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR 07MAY1984 GARY FARINHA

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS 113 GLENABBAY DR COURTICE ON L1E 2B6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 07MAY1984 GARY H FARINHA

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 113 GLENABBAY DR COURTICE ON L1E 2B6

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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 ADDITTONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE,

14 COLLATERAL ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

15 DESCRIPTION DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 90

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

REPORT : PSSR060
 PAGE : 90

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 755929872

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 003 5 20190927 1436 1901 0562

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	EQUIPMENT ACCOUNTS OTHER INCLUDED		MATURITY OR	MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS,

14 COLLATERAL ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF

15 DESCRIPTION TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 91

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

REPORT : PSSR060
 PAGE : 91

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 755929872

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 004 5 20190927 1436 1901 0562

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

07

08 SECURED PARTY /
LIEN CLAIMANT

ADDRESS

09

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

INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR
 COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF
 THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 1 2020

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

ADDRESS

17

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

CONTINUED... 92

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

REPORT : PSSR060
 PAGE : 92

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 755929872

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 005 5 20190927 1436 1901 0562

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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 HYD-MECH S-20 HORIZONTAL BAND SAW, 3 PHASE / 575V W/ 14'-10"X.035X4/6

14 COLLATERAL TPI CPRO LENOX BLADE, LENOX CUTTING FLUTD, BAND-ADE, 5 GALLON, SEMT

15 DESCRIPTION SYNTHETIC 1 2005 COMBILTFT 4 DIRECTIONAL FORK LIFT TRUCK

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 93

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

REPORT : PSSR060
 PAGE : 93

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	3		20210416 1347 1902 0962	

21 RECORD FILE NUMBER 755929872 REFERENCED

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUITRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
22				

23 REFERENCE

FIRST GIVEN NAME	INITIAL	SURNAME
24 DEBTOR/ BUSINESS NAME 2668438 ONTARIO INC.		
25 TRANSFEROR		
26 OTHER CHANGE		

27 REASON/ AMEND MV INCLUDED ADD DEBTOR 2469521 ONTARIO INC (1575 DREW ROAD)
 28 DESCRIPTION ADDED DEBTOR JASWANT R DASS (211 GREENBROOK DRIVE) ADD DEBTOR
 29 JASWANT DASS (211 GREENBROOK DRIVE)

02/ DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05 DEBTOR/			

03/ TRANSFEREE BUSINESS NAME 2469521 ONTARIO INC.
 06

04/07 ADDRESS	1575 DREW ROAD	MISSISSAUGA	ONTARIO CORPORATION NO.
			ON L5S 1S5

29 ASSTGNOR SECURED PARTY/LIEN CLAIMANT/ASSTIGNEE

08 ADDRESS

09 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X		X	X				
	YEAR MAKE			MODEL		V.I.N.			

11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT OR ESC CORPORATE SERVICES LTD.
 17 SECURED PARTY/ ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2
 LIEN CLAIMANT

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

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

REPORT : PSSR060
 PAGE : 94

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	002	3		20210416 1347 1902 0962	
21 RECORD REFERENCED	FILE NUMBER	755929872			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23 DEBTOR/ TRANSFEROR	BUSINESS NAME		
24 OTHER CHANGE REASON/ DESCRIPTION			

02/ DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	10FEB1963	JASWANT	R	DASS
03/ TRANSFEREE	BUSINESS NAME			

04/07	ADDRESS	211 GREENBROOK DRIVE	WOODBIDGE	ONTARIO CORPORATION NO.	ON	L4L 8L1
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					

09 COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	YEAR	MAKE			MODEL			V.I.N.

11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT ADDRESS

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

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

REPORT : PSSR060
 PAGE : 95

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	003	3		20210416 1347 1902 0962	
21 RECORD REFERENCED	FILE NUMBER	755929872			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23 DEBTOR/ TRANSFEROR	BUSINESS NAME		
24 OTHER CHANGE REASON/ DESCRIPTION			

02/ DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	10FEB1963	JASWANT		DASS
03/ TRANSFEREE	BUSINESS NAME			

04/07	ADDRESS	211 GREENBROOK DRIVE	WOODBIDGE	ONTARIO CORPORATION NO.	ON	L4L 8L1
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29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.			

11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT ADDRESS

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

PROVINCE OF ONTARIO

MINISTRY OF GOVERNMENT SERVICES

REPORT : PSSR060

RUN NUMBER : 117

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

PAGE : 96

RUN DATE : 2023/04/27

ENQUIRY SEARCH RESPONSE

ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBIOR

SEARCH CONDUCTED ON : 2668438 ONTARIO INC.

FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 751129011

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	1		20190513 0955 9492 0238	P PPSA	04
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02 DEBIOR

03 NAME BUSINESS NAME 2668438 ONTARIO INC

ONTARIO CORPORATION NO.

04 ADDRESS 2500 WILLIAM PKWY #23-24 BRAMPTON

ON L6S 5M9

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

05 DEBIOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT GRANDE NATIONAL LEASING INC

ADDRESS			
09 8201 KEELE ST UNIT 1	CONCORD	ON	L4K 1Z4

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X					X	11161			X
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YEAR MAKE	MODEL	V.I.N.
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11 MOTOR 2019 CANADA TRAILER	CE722-21KIR	2CPUSH3J4KA036170
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12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 97

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

REPORT : PSSR060
 PAGE : 97

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBIOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	ORIGINAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	001	1	20191113 1003 9492 0384	

21 RECORD FILE NUMBER 751129011

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
			E TRANSFER		

22

FIRST GIVEN NAME	INITIAL	SURNAME
------------------	---------	---------

23 REFERENCE

24 DEBIOR/ BUSINESS NAME 2668438 ONTARIO INC

TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02/ DEBIOR/

03/ TRANSFEREE BUSINESS NAME 1919049 ONTARIO INC

06

ADDRESS	ONTARIO CORPORATION NO.
2500 WILLIAMS PKWY #23 -24	BRAMPTON ON L6S 5M9

04/07 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	MAIORITY 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/ ADDRESS 8201 KEELE ST UNIT 1

LIEN CLAIMANT

CONCORD	ON	L4K 1Z4
---------	----	---------

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

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

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

REPORT : PSSR060
 PAGE : 98

TYPE OF SEARCH : BUSINESS DEBIOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 748913382

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	1		20190308 0941 9492 0178	P PPSA	05
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DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBIOR

03 NAME BUSINESS NAME 2668438 ONTARIO INC

ONTARIO CORPORATION NO.

04 ADDRESS 2500 WILLIAM PKWY #23-24 BRAMPTON

ON L6S 5M9

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBIOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT GRANDE NATIONAL LEASING INC

09 ADDRESS 8201 KEELE ST UNIT 1 CONCORD ON L4K 1Z4

COLLATERAL CLASSIFICATION

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

10	X				X	31474			X
----	---	--	--	--	---	-------	--	--	---

YEAR MAKE MODEL V.I.N.

11 MOTOR 2012 INTERNATIONAL 4300 1HIMMAAR8CH598324

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 99

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

REPORT : PSSR060
 PAGE : 99

RUN NUMBER : 117
 RUN DATE : 2023/04/27
 ID : 20230427143806.74

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2668438 ONTARIO INC.
 FILE CURRENCY : 26APR 2023

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
792414972	20230417 1455 1532 0492			
791527689	20230316 1227 1902 0635			
790648236	20230209 1527 1532 2189			
790186023	20230124 0953 5064 6419			
789864372	20230110 1405 1462 0376			
789228108	20221212 1410 1462 0869			
789180165	20221209 1122 5064 5336			
789186501	20221209 1405 1590 2351			
785607471	20220808 1419 1793 5343			
784890198	20220714 1054 5064 7339			
783427293	20220530 1117 1532 6680			
781106508	20220315 0957 4085 1818			
779938038	20220126 1641 1532 5344			
778872384	20211208 1033 1532 9284			
777222702	20211012 1023 4085 8727			
775700676	20210824 1052 1873 5648			
773159985	20210604 1028 8077 7303	20210609 1042 8077 7499		
773125659	20210603 1459 1902 3042			
771944427	20210427 1717 1793 1810	20210504 1403 1462 9996		
771369912	20210408 1653 1793 0374			
770280381	20210303 1431 8077 2600			
770289228	20210303 1633 8077 2621			
770128074	20210225 1653 1901 3186	20210301 1239 1901 3704		
767582613	20201110 1438 1530 6310			
767362374	20201103 1444 1530 5004			
764250453	20200730 1139 1901 9245			
757687707	20191118 1309 1901 3768	20210416 1338 1901 5168	20220228 1141 1902 8088	20230302 1427 1465 7857
755929872	20190927 1436 1901 0562	20210416 1347 1902 0962		
751129011	20190513 0955 9492 0238	20191113 1003 9492 0384		
748913382	20190308 0941 9492 0178			

38 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

Exhibit “F”

On Thu, Apr 13, 2023 at 7:22 PM michael frontec <michael.frontecmetalfab@gmail.com> wrote:

Good evening Kathryn,

Please forward me the correspondence where you claim I would not comply with your review.

On Thu, Apr 13, 2023 at 5:13 PM Furfaro, Kathryn <Kathryn.Furfaro@td.com> wrote:

Good evening Michael,

As discussed, your account was recently transferred to the Bank's Financial Restructuring Group.

At the time of transfer, there was an unauthorized excess position of approximately \$240k.

You have indicated in various correspondence this week that you intend to payout the Bank rather than comply with our review process.

We respect your business decision and we attach a payout statement herein. All ancillary services, including deposit accounts, will also be closed. Payout should occur no later than May 11, 2023.

We note that your accounts are currently deposit-only with 5 day holds on non-verified funds.

Should you have any questions, please do not hesitate to reach out.

We will await confirmation of payout failing which we will engage legal counsel.

Kind regards.

Katie

Katie Furfaro | Manager, Commercial Credit | Financial Restructuring Group | **TD Bank Financial Group**

3140 Dufferin Street, Toronto ON M6A 2T1

613.716.8447 | kathryn.furfaro@td.com

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Internal

Internal

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Exhibit “G”

Thomas Masterson

To: Kansal, Sanjay
Subject: RE: Payout Letter for 2668438 Ontario - As Discussed

From: Furfaro, Kathryn <Kathryn.Furfaro@td.com>
Sent: Friday, April 14, 2023 12:49 PM
To: michael frontec <michael.frontecmetalfab@gmail.com>
Cc: Kansal, Sanjay <sanjay.kansal@td.com>; Chiappetta, Daniel <DANIEL.CHIAPPETTA@td.com>
Subject: RE: Payout Letter for 2668438 Ontario - As Discussed

Hi Michael,

Thank you for your email. The Bank continues to reserve all rights.

The Bank has made the decision to de-market our full relationship with you and has provided you with 30 days to make alternative arrangements.

I would encourage you to reach out to your legal counsel for any questions you have about your rights under your loan arrangements.

Should you have any concerns with the Bank's de-marketing decision, please do not hesitate to reach out to our Customer Care team or the Ombudsman.

Kind regards.

Katie

Katie Furfaro | Manager, Commercial Credit | Financial Restructuring Group | **TD Bank Financial Group**
3140 Dufferin Street, Toronto ON M6A 2T1
613.716.8447 | kathryn.furfaro@td.com

From: michael frontec <michael.frontecmetalfab@gmail.com>
Sent: Friday, April 14, 2023 12:22 PM
To: Furfaro, Kathryn <Kathryn.Furfaro@td.com>
Subject: Re: Payout Letter for 2668438 Ontario - As Discussed

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST
ATTENTION : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES PAS CON

I am willing to close my line of credit and bank accounts due to the inconvenience of my business transactions.

I need a more suitable banking product that can understand and help me when times get hard, not make things more difficult.

In four (4) years I have had less than 5 nsf charges with thousands of transactions.

I have never defaulted on any my principal payments including my visa, line of credit and equipment(s) loans with accrued interest.

For you to force me to payout my equipment / machine loans that are not in default, resulting in me breaking my contracts and being liable to penalties is illegal and unjust.

I am willing to close my line of credit, business visa and business bank account since I am not appreciated anymore as a valued customer.

I hope we can agree to the above mentioned terms I am suggesting herewith so we can move on without any delay.

My loans on equipment have nothing to do with my bank account or line of credit and security against my company.

On Fri, Apr 14, 2023 at 6:11 AM michael frontec <michael.frontecmetalfab@gmail.com> wrote:

What is the reason or legal basis for you forcing me out.

Please provide me in detail the governing term(s) to which my company has defaulted.

I am within my agreed amount of the business line of credit.

I have no default loan payments, never did.

For what reason can you just decide to break our agreements(s) and force me to close down.

On Fri, Apr 14, 2023 at 5:40 AM Furfaro, Kathryn <Kathryn.Furfaro@td.com> wrote:

Good morning Michael,

Please refer to your loan agreement.

The Bank is no longer in a position to provide banking services to your company long-term.

You have been provided with 30 days to seek alternative banking arrangements failing which we will engage with counsel.

Kind regards,

Katie

Katie Furfaro | Manager, Commercial Credit | Financial Restructuring Group | **TD Bank Financial Group**

3140 Dufferin Street, Toronto ON M6A 2T1

613.716.8447 | kathryn.furfaro@td.com

From: michael frontec <michael.frontecmetalfab@gmail.com>

Sent: Thursday, April 13, 2023 11:09 PM

To: Furfaro, Kathryn <Kathryn.Furfaro@td.com>

Subject: Re: Payout Letter for 2668438 Ontario - As Discussed

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST
ATTENTION : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES PAS C

Just one more point,

At the time you sent me the email and payout statement today, my company was not in default with any of my products with TD.

On Thu, Apr 13, 2023 at 8:00 PM michael frontec <michael.frontecmetalfab@gmail.com> wrote:

Correction:

Please forward me the correspondence where I state that I would not comply with your review.

In fact, I still have not been notified after several requests on what your review entails.

How long it takes ect.

I was more at ease when you stated that I could still operate my account once the nsf was cleared up.

Now I am to understand that my account is not back to operating normally as it was before the nsf.

I have been a good customer all these years and I feel that I am being dealt with harshly despite my years of loyalty and commitment to doing business with your institution.

I would also like to add that at no time did I request a formal payout.

I have correspondence from TD stating that I can pay off my operating line of credit to remove the security against my company and still continue to pay my equipment loans.

I never request a formal payout of my machine / equipment loans.

On Thu, Apr 13, 2023 at 7:22 PM michael frontec <michael.frontecmetalfab@gmail.com> wrote:

Good evening Kathryn,

Please forward me the correspondence where you claim I would not comply with your review.

On Thu, Apr 13, 2023 at 5:13 PM Furfaro, Kathryn <Kathryn.Furfaro@td.com> wrote:

Good evening Michael,

As discussed, your account was recently transferred to the Bank's Financial Restructuring Group.

At the time of transfer, there was an unauthorized excess position of approximately \$240k.

You have indicated in various correspondence this week that you intend to payout the Bank rather than comply with our review process.

We respect your business decision and we attach a payout statement herein. All ancillary services, including deposit accounts, will also be closed. Payout should occur no later than May 11, 2023.

We note that your accounts are currently deposit-only with 5 day holds on non-verified funds.

Should you have any questions, please do not hesitate to reach out.

We will await confirmation of payout failing which we will engage legal counsel.

Kind regards.

Katie

Katie Furfaro | Manager, Commercial Credit | Financial Restructuring Group | **TD Bank Financial Group**

3140 Dufferin Street, Toronto ON M6A 2T1

613.716.8447 | kathryn.furfaro@td.com

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Internal

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize and can verify the sender and know the content is safe.

Exhibit “H”

Harrison Pensa
AWYERS

Timothy C. Hogan

Direct Line: (519)-661-6743
thogan@harrisonpensa.com

Law Clerk: Lindsay Ferguson
Direct Line: (519) 850-5583
lferguson@harrisonpensa.com

May 10, 2023

Via Registered Mail and E-mail: michael.frontecmetalfab@gmail.com

Private and Confidential

2668438 Ontario Inc.
287 Deerhurst Unit A
Brampton, ON L6T 5K3

Attention: Michael Gonsalves

Dear Mr. Gonsalves,

**RE: The Toronto-Dominion Bank (the "Bank"), and 2668438 Ontario Inc. (the "Borrower")
Our File No. 196473**

We are counsel to the Bank with respect to the credit and banking services provided to the Borrower, as personally guaranteed by Michael Gonsalves (the "**Guarantor**").

The terms of the credit facilities between the Borrower and the Bank are set out in the Demand Operating Facility Agreement dated October 26, 2020 (the "**Letter Agreement**").

This follows the Bank's e-mails dated April 13 and 14, 2023, confirming the Borrower's default under the Letter Agreement as a result of excess borrowings on the Revolving Demand Facility, and confirming that the Bank requires the Borrower to make alternative banking relationships on or before thirty (30) days from April 14, 2023. Further, the Bank confirmed that the Borrower's accounts with the Bank were placed on deposit-only with five (5) day holds on non-verified funds.

We also confirm that the Borrower is in default of the Master Equipment Lease No. T000005973 dated April 6, 2021 and certain schedules thereunder as a result of missed payment(s) due thereunder.

As a result of the defaults, the Bank is not agreeable to providing the credit facilities, including all Equipment Leases, nor banking services presently provided to the Borrower, in the normal course.

The debt amount outstanding and owed to the Bank by the Borrower as of May 8, 2023 is **\$1,834,669.09**, plus all accruing interest, all Bank fees due under the Letter Agreement, and the

Harrison Pensa LLP

Bank's legal and other costs on a full indemnity basis, as detailed at Schedule "A" (the "**Indebtedness**").

Please be advised that the Bank requires the Indebtedness to be paid in full on or before **May 15, 2023**, with evidence provided to the Bank on or before May 15, 2023, that the Borrower is current on all filings and remittances on accounts with CRA for HST and employee deductions at source.

The Bank will agree to forbear on a day-to-day basis on taking steps to collect the Indebtedness as against the Borrower and the Guarantor, and to provide banking services on a day-to-day basis. This day-to-day forbearance and provision of services shall terminate at the latest on **May 15, 2023**, subject to the reservation of rights contained herein. This period of forbearance is strictly available to the Borrower, in the sole discretion of the Bank, and can be terminated with no notice.

Should the Borrower commit any other defaults under the Letter Agreement or under the terms of this letter, the Bank shall have the option to immediately terminate the day-to-day forbearance provided hereunder and take all necessary steps to enforce its security over the assets of the Borrower.

The Bank does not waive any rights arising out of the Defaults by the Borrower under the Letter Agreement, or any other default, and all such rights are preserved. Any forbearance continues in the Bank's absolute discretion. All terms and conditions set out in the Letter Agreement continue to be applicable and the Bank expressly reserves all rights with respect to all defaults including, without limitation, the Bank's right to demand payment of the Indebtedness from the Borrower and the Guarantor.

Further, the Borrower and the Guarantor acknowledge and agree:

1. The accounts with the Bank shall continue to operate on a deposit-only with five (5) day holds on non-verified funds;
2. No excess borrowings shall be permitted under the Demand Operating Loan available to the Borrower, and any such excess borrowings shall be a default under the Letter Agreement and the terms of this letter;
3. The Indebtedness is due and owing to the Bank by the Borrower, and is not disputed, and the Borrower make no claim of set-off in any way against the Indebtedness; and,
4. The validity and enforceability of all agreements as against them, as well as all security provided by such parties to the Bank thereunder.

Finally, please be advised that the Bank has retained Platinum Assets as an agent to inspect the Borrower's assets, including all assets subject to lease agreements with the Bank, including:

- i. New 2020 Acme Model LP6025D Fiber Laser Cutting Machine c/w accessories and all attachments, Serial Number 65086;
- ii. New 2020 Bobcat M0369-S76 T4 Skid Steer c/w all attachments and accessories, Serial Number B4CD11935;
- iii. New 2022 Revolution Machine Tools 20 HP, 150 Ton Hydraulic Precision Press Brake and all attachments and accessories, Serial Number 19122430111; and
- iv. New 2022 Masteel MIWH-180, Double Cylinder Hydraulic Ironworker c/w all attachments and accessories, Serial Number 61007436
- v. New 2022 Inanlar Prestige, Hydraulic Press Brake CNC HAP 640 30/25 c/w attachments and accessories.

A representative of Platinum Assets will contact you directly to arrange the inspection.

We advise that no intermediate acts, negotiations or indulgences shall act as a waiver to the Bank's rights unless so expressly stated in writing.
The Bank reserves all rights.

Yours truly,

HARRISON PENSA ^{LLP}



As solicitors for The Toronto-Dominion Bank,
with authority to bind the Bank

Dated: May 10, 2023

SCHEDULE "A"
INDEBTEDNESS

INDEBTEDNESS OF THE BORROWERS AS AT MAY 8, 2023¹

ALL NUMBERS SUBJECT TO CHANGE

	TOTAL DUE
Operating Loan (50***38/1140)	\$554,804.30
Operating Loan (60***56-01/3333)	\$72,936.02
Visa (ending in 3171)	\$48,480.49
TDEF #22111510	\$450,400.26
TDEF #21006300	\$66,019.13
TDEF #21004920	\$180,367.77
TDEF #23000320	\$400,661.12
Visa Contingency	\$55,000.00
FRG Work Fee	\$5,000.00
Discharge Fee	\$1,000.00
TOTAL	\$1,834,669.09

¹ Plus accruing interest, all continuing billed and unbilled legal fees and banking fees due under the Letter Agreement.

Exhibit “I”

Thomas Masterson

From: Tim Hogan
Sent: Tuesday, May 16, 2023 11:48 AM
To: michael.frontecmetalfab@gmail.com
Cc: Lindsay Ferguson
Subject: RE: The Toronto-Dominion Bank (the "Bank") and 2668438 Ontario Inc. (the "Borrower") [IWOV-HPMain.FID684085]
Attachments: Exit Letter.pdf
Importance: High

Mr. Gonsalves

I am following on the attached letter and the Bank's agent's call with a representative of the Borrower at 416 807 6509.

The Bank's agent was advised:

- You have had a stroke and are out of the country
- since Covid the Borrower has become a "mobile company" and the equipment is moved from job site to job site
- said that some, could be all, of the borrower's equipment is in Thunder Bay. When asked for details of the location of the equipment, the agent was advised the representative of the Borrower was unsure of what he could tell the agent and that the agent may need to speak to the borrower's lawyer

I have just left a message for a return call at 905 716 1345.

Please note that in the absence of a fulsome response to the Bank and access to the Borrower's equipment being provided to the Bank's agent, the Bank will proceed to take steps to protect its interest, including issuing demands for payment and the requisite notices.

Please contact the writer as soon as possible.

Tim Hogan | [HARRISON PENSA LLP](#) | [130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2](#) | *tel* 519-661-6743 | *fax* 519-667-3362 | thogan@harrisonpensa.com Assistant | Cathy Coleiro | *tel* 519-850-5568 | ccoleiro@harrisonpensa.com

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately

From: Aimee Newman <anewman@harrisonpensa.com>
Sent: Wednesday, May 10, 2023 9:08 AM
To: michael.frontecmetalfab@gmail.com
Cc: Tim Hogan <thogan@harrisonpensa.com>; Lindsay Ferguson <lferguson@harrisonpensa.com>
Subject: The Toronto-Dominion Bank (the "Bank") and 2668438 Ontario Inc. (the "Borrower") [IWOV-HPMain.FID684085]

Good Morning,

We are counsel to the bank. Attached please find our letter of today's date, also being sent to the recipient via registered mail.

Regards,

Aimee Newman | Legal Assistant | HARRISON PENZA LLP | [130 Dufferin Avenue, Suite 1101, London, ON, N6A 5R2](https://www.harrisonpensa.com)
| *tel* 519-850-5568 | *fax* 519-667-3362 | anewman@harrisonpensa.com

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

Exhibit “J”

Harrison Pensa

AWYERS

Timothy C. Hogan

Direct Line: (519)-661-6743
thogan@harrisonpensa.com

Law Clerk: Isabelle Stacey
Direct Line: (519) 850-5573
istacey@harrisonpensa.com

May 19, 2023

Via Registered & Regular Mail & E-Mail – michael.frontecmetalfab@gmail.com

2668438 Ontario Inc.
287 Deerhurst Unit A
Brampton, ON L6T 5K3

Dear Sir,

Re: Indebtedness of 2668438 Ontario Inc. to the Toronto-Dominion Bank (the "Bank")
Our File No. 196473

We are the solicitors for the Bank with respect to loans provided to 2668438 Ontario Inc. (hereinafter the "**Debtor**").

According to the Bank's records, the Debtor is indebted to the Bank as at May 19, 2023, in the total sum of \$1,789,676.11 including all interest to May 19, 2023, plus all accruing interest, plus the Bank's costs of enforcement on a solicitor and client basis (the "**Indebtedness**").

The Indebtedness is comprised of the following:

Operating Loan (50***38/1140)	\$556,773.72
Operating Loan (60***56-01/3333)	\$72,986.28 (per diem \$5.03)
Visa (ending in 3171) (number subject to change, on pay out cash collateral of \$55,000 will be required prior to security discharge)	\$48,827.56
TDEF #22111510	\$450,513.78
TDEF #21006300	\$66,019.13
TDEF #21004920	\$180,490.64
TDEF #23000320	\$408,065.00
FRG Work Fee	\$5,000.00
Discharge Fee	\$1,000.00
Total	\$1,789,676.11

The Debtor is in default of certain agreements signed in favour of the Bank including, but not limited to, the following:

Harrison Pensa LLP

130 Dufferin Avenue, Suite 1101, P.O. Box 3237, London, Ontario N6A 4K3 Phone: 519.679.9660 Fax: 519.667.3362
harrisonpensa.com

1. Demand Operating Facility Agreement dated October 26, 2020;
2. Master Equipment Lease dated April 6, 2023 and the following schedules:
 - a. Leasing Schedule No. 21004920 dated April 6, 2021;
 - b. Leasing Schedule No. 21006300 dated April 23, 2021;
 - c. Leasing Schedule No. 22111510 dated August 8, 2022;
 - d. Leasing Schedule No. 23000320 dated January 9, 2023; and,
3. General Security Agreement dated October 29, 2020.

On behalf of the Bank, we hereby demand payment of the Indebtedness owing by the Debtor together with interest thereon to the date of payment, ten (10) days from the date of this letter.

We advise that no intermediate acts, negotiations or indulgences shall act as a waiver to Bank's rights, or demand for payment as set out herein, unless so expressly stated in writing.

Failing payment within ten (10) days will result in the Bank taking such steps as it considers necessary or appropriate to recover payment of the Debtor's indebtedness and to protect its interest.

The Bank expressly reserves its rights to take such further steps to protect its interest at any time, without further notice to the Debtor, if the Bank becomes aware of any matter which may impair its security. In addition, the Bank reserves the right to restrict or cancel all facilities at any time with no further notice and to place all bank accounts on deposit only.

Finally, also find attached to this letter our client's Notice of Intention to Enforce Security as well as the relevant consent to immediate enforcement of the Bank's security. By signing this consent the Debtor waives the time period given by the Bank under this notice.

Yours truly,

HARRISON PENSA ^{LLP}



Timothy C. Hogan
TCH/ist
Enclosure

cc: Michael Gonsalves, as guarantor

NOTICE OF INTENTION TO ENFORCE SECURITY
(Section 244(1) of the *Bankruptcy and Insolvency Act*)

TO: 2668438 Ontario Inc., an insolvent person

TAKE NOTICE THAT:

1. The Toronto-Dominion Bank, a secured creditor, intends to enforce its security on the property of the insolvent person described as:

All collateral of the insolvent person as described in the following security and the proceeds from the sale of said collateral:

- a. General Security Agreement dated October 29, 2020;
- b. Master Equipment Lease dated April 6, 2020 and the following schedules:
 - i. Leasing Schedule No. 21004920 dated April 6, 2021;
 - ii. Leasing Schedule No. 21006300 dated April 23, 2021;
 - iii. Leasing Schedule No. 22111510 dated August 8, 2022; and,
 - iv. Leasing Schedule No. 23000320 dated January 9, 2023

The property to which the security relates includes all personal property and asset, including and not limited to, all book debts, inventory, and equipment wherever located and all other collateral however described of the above-noted insolvent person, including but not limited to all assets leased to the above-noted insolvent person, and the proceeds thereof.

2. The security that is to be enforced is in the form of:

- a. General Security Agreement dated October 29, 2020;
- b. Master Equipment Lease dated April 6, 2020 and the following schedules:
 - i. Leasing Schedule No. 21004920 dated April 6, 2021;
 - ii. Leasing Schedule No. 21006300 dated April 23, 2021;
 - iii. Leasing Schedule No. 22111510 dated August 8, 2022; and,
 - iv. Leasing Schedule No. 23000320 dated January 9, 2023

3. The total amount of indebtedness secured by the security is \$1,789,676.11 as at May 19, 2023 plus interest as set out in the agreements, plus all costs of enforcement on a solicitor and client basis.

4. The secured creditor will not have the right to enforce its 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 London, Ontario this 19th day of May, 2023.

THE TORONTO-DOMINON BANK
by its solicitors, Harrison Pensa LLP



Per: _____
TIMOTHY C. HOGAN
Harrison Pensa LLP
130 Dufferin Avenue, Suite 1101
London, ON N6A 4K3
(519) 661-6743

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

CONSENT
(s.244(2) of the *Bankruptcy and Insolvency Act*)

THE UNDERSIGNED hereby acknowledges receipt of a copy of The Toronto-Dominion Bank's demand dated May 19, 2023 and the Notice of Intention to Enforce Security dated May 19, 2023 pursuant to s.244(1) of the *Bankruptcy and Insolvency Act* and hereby waives the 10 day period set out in the demand and notice and consents to the immediate enforcement The Toronto-Dominion Bank's security.

DATED at _____, Ontario this _____ day of May, 2023.

2668438 ONTARIO INC.

Per: _____
I have authority to bind the corporation

Witness

Michael Gonsalves

Security or 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) Sécurité ou 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	Expéditeur	Sender instructions	Instructions pour l'expéditeur
HARRISON PENSA LLP 130 Dufferin Ave., Suite 1101 PO Box 3237 London, ON N6A 4K3		Note: Bulk Receipt is to be completed for 3 or more items. Present mailings of any Postal Outlet.	Aviz: Réçépissé en nombre, pour 3 items et plus. Doit être complété avant de déposer à l'installation postale.
Date: May 19, 2023		A Complete and remove customer receipt.	A Remplissez et retirez le réçépissé du client.
File: 196473/TCH 2668438 Ontario		B Remove paper backing from receipt.	B Retirez la feuille protectrice du réçépissé.
		C Affix receipt to U's form.	C Collez le réçépissé sur cette formule.
		D Remove bottom bar code and affix to "Trace Mail Data Capture Document"	D Retirez le code à barres du bas et reposer sur le "Document de saisie des données" pour la courrier réçepirable.
		E Remove paper backing from label	E Retirez la feuille de l'étiquette.
		F Apply label to envelope	F Collez l'étiquette sur l'enveloppe.

(1)	(2)	(3)
<p>CANADA POST / POSTES CANADA REGISTERED DOMESTIC / REÇÉPISSE RÉGIME INTÉRIEUR CUSTOMER RECEIPT / REÇU DU CLIENT To / Destinataire: MICHAEL GONSALVES Name / Nom: 287 DEERHURST UNIT A Address / Adresse: BRAMPTON, ON L6T 5K3 City / Prov. / Postal Code / Ville / Prov. / Code postal: BRAMPTON, ON L6T 5K3 Declared Value / Valeur déclarée: S 33-086-584 (17-12)</p>		
<p>CANADA POST / POSTES CANADA REGISTERED DOMESTIC / REÇÉPISSE RÉGIME INTÉRIEUR CUSTOMER RECEIPT / REÇU DU CLIENT To / Destinataire: 2668438 ONTARIO Name / Nom: 287 DEERHURST UNIT A Address / Adresse: BRAMPTON, ON L6T 5K3 City / Prov. / Postal Code / Ville / Prov. / Code postal: BRAMPTON, ON L6T 5K3 Declared Value / Valeur déclarée: S 33-086-584 (17-12)</p>		
<p>CANADA POST / POSTES CANADA REGISTERED DOMESTIC / REÇÉPISSE RÉGIME INTÉRIEUR CUSTOMER RECEIPT / REÇU DU CLIENT To / Destinataire: MICHAEL GONSALVES Name / Nom: 287 DEERHURST UNIT A Address / Adresse: BRAMPTON, ON L6T 5K3 City / Prov. / Postal Code / Ville / Prov. / Code postal: BRAMPTON, ON L6T 5K3 Declared Value / Valeur déclarée: S 33-086-584 (17-12)</p>		

Continued on reverse / Suite au verso

Exhibit “K”

Harrison Pensa
AWYERS

Timothy C. Hogan

Direct Line: (519)-661-6743
thogan@harrisonpensa.com

Assistant: Isabelle Stacey
Direct Line: (519) 850-5573
istacey@harrisonpensa.com

May 19, 2023

Via Registered & Regular Mail & E-mail – michael.frontecmetalfab@gmail.com

Michael Gonsalves
287 Deerhurst Unit A
Brampton, ON L6T 5K3

Dear Sir,

**Re: Indebtedness of 2668438 Ontario Inc. to The Bank of Nova Scotia (the "Bank")
Our File No. 196473**

We are the solicitors for the Bank with respect to loans provided to 2668438 (the "**Debtor**").

According to the Bank's records, the Debtor is indebted to the Bank in the amount of \$1,789,676.11 as of May 19, 2023 together with accruing interest thereon, and the Bank's continuing costs of enforcement.

Pursuant to a guarantee executed by you October 29, 2020, unlimited in sum, you are liable for the full amount of the guarantee, being \$1,789,676.11, together with accruing interest thereon, and the Bank's continuing costs of enforcement (the "**Indebtedness**").

On behalf of the Bank, we hereby demand payment of the Indebtedness together with interest thereon to the date of payment, within ten (10) days of the date of this letter.

Failing to make payment within ten (10) days will result in the Bank taking such steps as it considers necessary or appropriate to recover payment of the Debtors' Indebtedness and to protect its interest.

We advise that no intermediate acts, negotiations or indulgences shall act as a waiver to the Bank's rights, or demand for payment as set out herein, unless so expressly stated in writing.

Harrison Pensa LLP

Please contact the writer to discuss.

Yours truly,

HARRISON PENSA ^{LLP}

A handwritten signature in black ink, appearing to be the initials 'TH' with a stylized flourish.

Timothy C. Hogan
TCH/ist

7841276_1

Security or 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.

Réçepissé (en nombre) Sécurité ou 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	Expéditeur	Sender instructions	Instructions pour l'expéditeur
HARRISON PENSA LLP 130 Dufferin Ave., Suite 1101 PO Box 3237 London, ON N6A 4K3		Note: Bulk Receipt is to be completed for 3 or more items. Present mailings of any Postal Outlet. A Complete and remove customer receipt. B Remove paper backing from receipt. C Affix receipt to U's form. D Remove bottom bar code and affix to "Trace Mail Data Capture Document" E Remove paper backing from label F Apply label to envelope	Aviz: Réçepissé en nombre, pour 3 items et plus. Doit être complété avant de déposer à l'installation postale. A Remplissez et retirez le réçepissé du client. B Retirez la pellicule protectrice du réçepissé. C Collez le réçepissé sur cette formule. D Retirez le code à barres du bas et reposer sur le "Document de saisie des données" pour la courrier réçepirable. E Retirez la pellicule de l'étiquette. F Collez l'étiquette sur l'enveloppe
Date: May 19, 2023			
File: 196473/TCH 2668438 Ontario			

(1)	(2)	(3)
<p>33-086-584 (17-12)</p>		
<p>33-086-584 (17-12)</p>		
<p>33-086-584 (17-12)</p>		

Continued on reverse Suite au verso

Exhibit “L”

Thomas Masterson

From: michael frontec <michael.frontecmetalfab@gmail.com>
Sent: Monday, May 22, 2023 4:07 PM
To: Aimee Newman
Subject: Re: Indebtedness of 2668438 Ontario Inc. to the Toronto-Dominion Bank [IWOV-HPMain.FID684085]

[EXTERNAL EMAIL]

On behalf of Michael Gonsalves I am directed to inform you that 2668438 Ontario Inc will defend against your statement of claim.

Your client broke the lease agreements herewith attached but also violated Mr. Gonsalves Statutory rights by forcing him out of business without proper due diligence, respect and notification resulting in severe emotional stress and ultimately, a stroke.

This all took place before your firm was ever informed about the matter.

There is factual evidence that employees of your client also violated several statutory laws by only being misguided and focused on lease contracts.

After several years of profitable business conducted between both parties, your client's representatives forced Mr.Gonsalves out of business by giving him unjust demands due to a couple of nsf transactions that were recovered.

I might add an nsf was a very rare occurrence over several years of doing business.

This is very relevant considering at the time of the demand letter to severing all ties, 2668438 Ontario Inc was not in default of any conditions set out in all of the agreements herewith attached.

I have been advised to inform you to no longer try to contact Mr. Gonsalves unless you plan on serving a statement of claim through the Ontario Regulatory Court Process.

Should your firm or any of its agents continue to do anything less would be harassment.

Mr. Gonsalves is in recovery.

Peter Nalli
Management
2668438 Ontario Inc

On Fri, May 19, 2023 at 3:47 PM Aimee Newman <anewman@harrisonpensa.com> wrote:

Good Afternoon,

We are counsel to the bank with respect to the above-noted matter. Attached, please find our letters of today's date, also being sent to the recipients via registered and regular mail.

Regards,

Aimee Newman | Legal Assistant | HARRISON PENZA LLP | [130 Dufferin Avenue, Suite 1101, London, ON, N6A 5R2](#)
| *tel* 519-850-5568 | *fax* 519-667-3362 | anewman@harrisonpensa.com

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Exhibit “M”

Thomas Masterson

From: michael frontec <michael.frontecmetalfab@gmail.com>
Sent: Tuesday, May 23, 2023 2:40 PM
To: Tim Hogan
Subject: Re: FW: Indebtedness of 2668438 Ontario Inc. to the Toronto-Dominion Bank [IWOV-HPMain.FID684085]

[EXTERNAL EMAIL]

Please do not contact me again.

See you in court.

On Tue, May 23, 2023 at 10:57 AM Tim Hogan <thogan@harrisonpensa.com> wrote:

Mr. Nalli

The Bank has the clear right to inspect the equipment under lease, and the Borrower's refusal to co-operate is a substantial concern to the Bank.

The Bank is relying on the demands and notice issued and is reserving all rights.

I would strongly urge that you have counsel contact me to discuss.

Thank-you.

Tim Hogan | [HARRISON PENZA LLP](https://www.harrisonpensa.com) | [130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2](https://www.harrisonpensa.com/130-Dufferin-Avenue-Suite-1101-London-ON-N6A-5R2) | *tel* 519-661-6743
| *fax* 519-667-3362 | thogan@harrisonpensa.com Assistant | Cathy Coleiro | *tel* 519-850-5568 |
ccoleiro@harrisonpensa.com

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately

From: michael frontec <michael.frontecmetalfab@gmail.com>

Sent: Monday, May 22, 2023 4:07 PM

To: Aimee Newman <anewman@harrisonpensa.com>

Subject: Re: Indebtedness of 2668438 Ontario Inc. to the Toronto-Dominion Bank [IWOV-HPMain.FID684085]

[EXTERNAL EMAIL]

On behalf of Michael Gonsalves I am directed to inform you that 2668438 Ontario Inc will defend against your statement of claim.

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I have been advised to inform you to no longer try to contact Mr. Gonsalves unless you plan on serving a statement of claim through the

Ontario Regulatory Court Process.

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Mr. Gonsalves is in recovery.

Peter Nalli

Management

2668438 Ontario Inc

On Fri, May 19, 2023 at 3:47 PM Aimee Newman <anewman@harrisonpensa.com> wrote:

Good Afternoon,

We are counsel to the bank with respect to the above-noted matter. Attached, please find our letters of today's date, also being sent to the recipients via registered and regular mail.

Regards,

Aimee Newman | Legal Assistant | HARRISON PENZA LLP | [130 Dufferin Avenue, Suite 1101, London, ON, N6A 5R2](https://www.harrisonpensa.com)
| *tel* 519-850-5568 | *fax* 519-667-3362 | anewman@harrisonpensa.com

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize and can verify the sender and know the content is safe.

THE TORONTO-DOMINION BANK

-and-

2668438 ONTARIO INC.

Applicant

Respondents

Court File No. CV-23-00701809-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at
Toronto, Ontario

AFFIDAVIT OF KATHRYN FURFARO

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The Toronto-Dominion Bank

THE TORONTO-DOMINION BANK

-and-

2668438 ONTARIO INC.

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APPLICATION RECORD

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