

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP
OF TANKHOUSE DEVELOPMENTS INC.
OF THE CITY OF CORBYVILLE, IN THE PROVINCE OF ONTARIO**

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and -

TANKHOUSE DEVELOPMENTS INC.

Respondent

**MOTION RECORD OF THE COURT-APPOINTED RECEIVER, MNP LD.
(Receiver's Sales Approval and Interim Distribution Motion)**

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TAB A

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BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and -

TANKHOUSE DEVELOPMENTS INC.

Respondent

NOTICE OF MOTION

MNP Ltd. (“**MNP**”) in its capacity as Court-appointed receiver (the “**Receiver**”) of the respondent, Tankhouse Developments Inc. (the “**Debtor**”), appointed pursuant to the Order of the Honourable Sally Gomery dated August 24, 2022 (the “**Receivership Order**”) of the Property (as defined in the Receivership Order) will make a motion to the court at the courthouse, 161 Elgin Street, Ottawa, Ontario, K2P 2K1, on **November 2, 2023 at 9:00 a.m.**, or as soon after that time as the motion can be heard by judicial teleconference via Zoom with video conference details to be provided prior to this date.

PROPOSED METHOD OF HEARING: The Motion is to be heard

- ☐ In writing under subrule 37.12.1(1) because it is on consent
- ☐ In writing as an opposed motion under subrule 37.12.1(4)
- ☐ In person
- ☐ By telephone conference

[X] By video conference

THE MOTION IS FOR:

1. An approval and vesting order, substantially in the form attached hereto at Schedule “A”, *inter alia*:
 - a. Approving the transaction (the “**Sales Transaction**”) contemplated by an agreement of purchase and sale between the purchaser named therein (the “**Purchaser**”) and the Receiver dated August 2, 2023 and appended to the Receiver’s first report to the Court dated October 17, 2023 (the “**Report**”) as Confidential Appendix “F” (the “**Sales Agreement**”) for the sale of the assets described in the Sales Agreement, and vesting all of the right, title and interest in and to the purchased assets (the “**Purchased Assets**”) to the Purchaser free and clear of and from any security, charge or other encumbrances other than permitted encumbrances;
2. An order substantially in the form attached hereto at Schedule “B”, *inter alia*:
 - a. If necessary, that the time for service, filing and confirmation of the Notice of Motion and the Motion Record herein be abridged so that this motion is properly returnable on November 2, 2023 and dispensing with further service and confirmation thereof;
 - b. Approving the Receiver’s Report and the activities and conduct of the Receiver as detailed therein, including approval of the Receiver’s interim statement of receipts and disbursements (the “**Interim SRD**”);
 - c. Sealing confidential appendices “A” through “F” of the Report (the “**Confidential Appendices**”) until the closing of the Sales Transaction or until further order of the Court; and
 - d. In the event the Sales Transaction closes and the Receiver receives the sale proceeds from the Purchaser (the “**Sale Proceeds**”), authorizing and directing the Receiver to pay from the Sale Proceeds an interim distribution to Business Development Bank of Canada (“**BDC**”) in the amount of \$1,250,000.00 in respect of BDC’s secured mortgage claim;

- e. In the event the Sales Transaction closes and the Receiver receives the Sale Proceeds, authorizing and directing the Receiver to pay from the Sale Proceeds any municipal, land or other similar priority tax arrears (the “**Tax Arrears**”), if any, in respect of the Purchased Assets to the Corporation of the City of Belleville, Ontario;
3. Such further and other relief as counsel may request and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

Appointment of the Receiver and Background

1. Pursuant to the Receivership Order, MNP was appointed as Receiver of the Debtor’s Property, including the Real Property (as hereinafter defined).
2. The Receivership Order authorized the Receiver to, among other things, take possession of, and exercise control over, the Property, and any and all proceeds, receipts and disbursements, arising out of, or from, the Property. In addition, the Receiver is authorized to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business.
3. The Debtor is the registered owner of the property municipally known as 86-93 River Road, Corbyville, Ontario and operated a restaurant and brewery from this location (the “**Real Property**”). The Real Property is comprised of the following three parcels/PINs: 40523-0199 (the “**199 Parcel**”); 40523-0202 (the “**202 Parcel**”); and 40524-0678 (the “**678 Parcel**”).
4. BDC is the Debtor’s primary secured creditor pursuant to two (2) separate loan agreements with the Debtor that remain outstanding and various security instruments, including a mortgage on the Real Property and a general security agreement.
5. The parcel registers for the Real Property confirm that Farm Credit Canada (“**FCC**”) also registered a second-ranking mortgage on title to the 199 Parcel and the 202 Parcel and a third-ranking charge on title to the 678 Parcel in the principal amount of \$300,000.00.

6. In addition, Trenval Business Development Corporation ("**Trenval**") also registered a second-ranking mortgage on title to the 678 Parcel in the principal amount of \$250,000.00.

7. At the time of the receivership application, the Debtor was also indebted on account of the following:

- a. arrears in municipal taxes in respect of the Real Property totaling \$41,786.24;
- b. Ontario Ministry of Finance on account of arrears in beer and wine tax remittances in the amount of \$32,967.11;
- c. arrears in HST remittances totaling \$221,155.06; and
- d. arrears of \$1,905.89 on account of source deductions remittances.

Activities of the Receiver

8. As detailed in the Report, following its appointment, the Receiver implemented various customary conservatory measures in respect of the Debtor's Property.

Marketing and Sales Process in Respect of the Real Property

9. On September 2, 2022, the Receiver obtained a listing proposal from Rogers & Trainor Commercial Realty Inc. ("**R&T**") to market and sell the Real Property. On September 12, 2022, the Receiver obtained an email listing proposal from Cushman & Wakefield Kingston ("**Cushman**") to market and sell the Real Property.

10. On September 19, 2022, given the favourable terms contained in the Cushman listing proposal and that Cushman is a reputable, competent, and licensed commercial real estate broker, the Receiver selected Cushman to list and market the Real Property with a list price of \$3,295,000.00.

11. Over August and September, 2022, the Receiver received real estate appraisals from S. Rayner & Associates Ltd. and Juteau Johnson Comba Inc. in respect of the Real Property, as well

as an appraisal from Infinity Asset Solutions in respect of the equipment located at the Real Property.

12. Highlights of Cushman's marketing process in respect of the sale of the Real Property are as follows:

- a. Cushman had 439 agents view the listing, 342 website hits, 751 views on Realtor.ca and 24,634 impressions;
- b. 18 parties made meaningful inquiries and signed the Receiver's Non-Disclosure Agreement ("**NDA**");
- c. five parties submitted offers by the deferred bid date;
- d. Cushman advised the Receiver that interest rate increases over the course of the sales process had adversely impacted the appeal of the Real Property because of increased borrowing costs;
- e. three parties were selected to proceed with offers, including offeror 5 who amended their offer to the full listing price. However, no party could provide the required \$100,000.00 deposit; and
- f. In the circumstances, the Receiver and BDC supported providing the 3 highest bidders a second opportunity to submit offers with the required deposit of \$100,000.00.

13. Over the course of the sales process administered by Cushman, the Receiver received a total of five offers, two of which were considered low bidders and not serious prospective purchasers.

14. The Receiver instructed Cushman to accept the highest offer and to obtain the required \$100,000.00 deposit provided for in the purchase and sale agreement for the transaction to be formalized. The bidder could not arrange for the initial deposit. The same issue arose with the

second and third highest bidder, whose offers were accepted sequentially by Cushman. As a result, and as set out below, the Receiver was required to re-market the Real Property.

15. In an effort to remain engaged with the bidders, Cushman instituted a resubmittal process using a revised bid date of December 14, 2023. On December 15, 2023, Cushman advised the Receiver that no party was able to raise the required deposit to be delivered with its formal offer pursuant to the revised bid date.

16. On January 3, 2023, Cushman therefore recommended to the Receiver that the listing be amended to reduce the listing price to \$3,095,000.00.

17. Over the months of February to May, 2023, no purchase offer was received in respect of the Real Property, despite having incrementally reduced the listing price to \$2,595,000.00.

18. The listing with Cushman expired on June 23, 2023.

19. On July 7, 2023, given the favourable terms contained in the R&T listing proposal received by the Receiver and that R&T is a reputable, competent, and licenced commercial real estate broker, the Receiver elected to change listing agents going forward and selected R&T to list and remarket the Real Property with a list price of \$2,495,000.00.

20. Highlights of R&T's marketing process in respect of the sale of the Real Property are as follows:

- a. six parties made meaningful inquiries and five signed the Receiver's NDA;
- b. the Purchaser submitted its initial offer on July 24, 2023, and the Receiver and Purchaser went through a number of amendments to the purchase and sale agreement; and
- c. on August 17, 2023, the purchasing party submitted an offer to purchase the Real Property that was accepted by the Receiver and that BDC confirmed it supported.

The Sales Agreement and the Transaction

21. On August 17, 2023, the Receiver accepted the final Sales Agreement to purchase the Real Property. The Sales Agreement provides for a significant deposit and that it is binding, and that the Sales Transaction is subject to the approval of the Court.

22. For the following reasons, the Receiver recommends that this Honourable Court authorize the Receiver to complete the Sales Agreement and the Sales Transaction with respect to the Real Property:

- a. the Real Property was exposed widely to the marketplace in a manner that is common for properties of this nature and was listed for sale with professional and licensed commercial real estate brokers that are well known in the market;
- b. the Sales Agreement is now unconditional except for requiring the Court's approval;
- c. the purchase price is comparable to the lowest appraised value of the Real Property;
- d. the purchase price is greater than the other offers received by the Receiver;
- e. market conditions have rapidly changed since the Real Property was initially listed for sale by the Debtor;
- f. the Real Property has been exposed the market for the period of September 2022 to September 2023 (excluding the Debtor's previous listing);
- g. the ongoing monthly carrying costs are prohibitive, including the costs of approximately \$7,500.00 per month for insurance, utilities and general maintenance and there is a risk that the insurance coverage could be cancelled upon any renewal;
- h. the Receiver does not believe that further marketing of the Real Property will result in a superior offer given risk of further interest rate increases and the general softening in the commercial real estate market; and

- i. the Sales Transaction that is the subject of the Sales Agreement is provident and a favourable outcome for the estate and followed a thorough, impartial and fair sales process that fully tested the market.

Ongoing Operations

23. The Receiver operated the business until September 4, 2023, so as to preserve the business' goodwill until a purchaser was found.

24. The Debtor filed an assignment in bankruptcy on September 7, 2023.

Priority and Secured Claims and Proposed Distributions

Priority Claims

25. As of September 8, 2023, the Tax Arrears for the Real Property were \$94,129.82.

26. The Debtor did not remit HST collected for October 31, 2019, to the date of the Receivership in the amount of \$301,938.09. On July 8, 2022, Canada Revenue Agency ("CRA") registered a lien on title in the amount of \$232,304.91. In light of the Debtor's bankruptcy, CRA's statutory priority claim with respect to these arrears in HST remittances is reversed by operation of s. 222(1.1) of the *Excise Tax Act* and s. 67 of the BIA.

27. A statement of account from the Ontario Ministry of Finance confirms that as of September 21, 2022, the Debtor had arrears of \$15,145.45 on account of unremitted beer and wine tax.

28. The statement of account from CRA confirms that as of October 27, 2022, the Debtor had arrears of \$1,978.71 on account of unremitted employee source deductions. The CRA letters confirms no portion of the amount due is considered a deemed trust claim and as a result will have no priority to the secured creditors.

Secured Creditors

29. The parcel registers for the Real Property confirm that BDC registered a first-ranking charge on title to the Real Property on January 10, 2017, in the principal amount of \$1,500,000.00. In addition to the charge on the Real Property, BDC has a valid registration under the *Personal Property Security Act* (“**PPSA**”) dated December 13, 2016, in support of its general security agreement.

30. BDC provided the Receiver with an updated statement of account in respect of Debtor’s indebtedness to BDC as of August 25, 2023. As of this date, the outstanding balance owing to BDC by Debtor was \$1,837,631.84 plus ongoing interest and costs.

31. As noted above, the parcel registers for the Real Property confirm that FCC registered a second-ranking charge on title to the 199 Parcel and the 202 Parcel and a third-ranking charge on the 678 Parcel on April 28, 2021. In addition to the charge on Real Property, FCC has valid PPSA registrations dated January 11, 2018, over the Debtor’s personal property.

32. FCC provided the Receiver with an updated statement of account in respect of Debtor’s indebtedness to FCC as of September 8, 2023. As of this date, the outstanding balance owing to FCC by Debtor was \$335,697.53 plus ongoing interest and costs.

33. The parcel registers for the Real Property confirm that Trenval registered a second charge on title to the 678 Parcel on June 23, 2017. In addition to the charge on the Real Property, Trenval has a valid PPSA registration dated August 15, 2017, in support of a general security agreement.

34. Trenval provided the Receiver with an updated statement of account in respect of Debtor’s indebtedness to Trenval as of September 15, 2023. As of this date, the outstanding balance owing to Trenval by Debtor was \$198,524.75 plus ongoing interest and costs.

35. The Receiver obtained an independent legal opinion, dated October 4, 2023, regarding the validity and enforceability of the security held by secured creditors. Based on this legal opinion, it appears that:

- a. BDC's first mortgage security with respect to the Real Property is valid and enforceable and the general security agreement granted by the Debtor to BDC creates an attached and perfected security interest and is enforceable in accordance with its terms;
- b. Trenval's second mortgage security with respect to 678 Parcel is valid and enforceable and the general security agreement granted by the Debtor to Trenval creates an attached and perfected security interest and is enforceable in accordance with its terms, second to BDC;
- c. FCC's mortgage security is second-ranking on the 199 Parcel and the 202 Parcel and third-ranking on the 678 Parcel and FCC's specific charge on equipment/personal property is valid and enforceable and ranks behind Trenval's GSA; and
- d. The lien on title to the Real Property in favour of the CRA ranks behind the mortgages of BDC, Trenval and FCC.

Funds Available for Distribution

36. The Interim SRD confirms that receipts exceed disbursements by \$43,814.43 to the date of the Report.

37. In the event the Sales Agreement and the Sales Transaction are approved by the Court and the transaction closes, the Receiver recommends paying the following distributions:

- a. interim distribution in the amount of \$1,250,000.00 to BDC on account of its secured mortgage claim; and
- b. such amount as may be required to pay the Tax Arrears in respect of the Real Property.

38. The balance of the Sale Proceeds will be held by the Receiver until a further report to the Court is filed with respect to distributing these proceeds.

Sealing Order

39. The Receiver is of the view that the Confidential Appendices should be sealed and remain sealed until the earlier of the completion of the Sales Transaction described herein, or further order of the Court, as the information contained therein is commercially sensitive and could prejudice the sale of the Debtor's Property in the event the Sales Transaction does not close. The Receiver does not believe that any party will suffer prejudice if the Confidential Appendices are sealed in this manner.

Completion of the Receivership

40. The Receiver will attempt to close the Sales Transaction and report back to Court upon its completion. In the event the Sales Transaction does not close, the Receiver will resume the sales process in respect of the Real Property subject to the Receivership Order.

Accounts

41. The approval of fees and disbursements of the Receiver and that of its legal counsel will be sought in a further report to the Court.

42. Sections 243, 246, 249 and 250 of the *Bankruptcy and Insolvency Act*.

43. Sections 100, 101 and 137 of the *Courts of Justice Act*.

44. Rules 1.04, 2.01, 2.03, 3.02, 14.08, 37 and 41 of the *Rules of Civil Procedure*.

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

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

1. The Receivership Order;
2. The Report of the Receiver and the appendices thereto, including the Confidential Appendices;
3. Such materials as counsel may advise and this Honourable Court may permit.

Date: October 23, 2023

SOLOWAY WRIGHT LLP

Lawyers

700 - 427 Laurier Avenue West

Ottawa, ON K1R 7Y2

André A. Ducasse (#44739R)

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Tel: 613-236-0111

Fax: 613-238-8507

Lawyers for the Court-Appointed Receiver, MNP
Ltd.

TO: **Service list attached below**

SERVICE LIST

1. **Tankhouse Developments Inc., The Estate of the Late Richard Courneyea and Shawna Courneyea**
c/o J. Alden Christian and Felix Poliquin-Boutin
MBC Law
500-265 Carling Avenue
Ottawa, ON K1S 2E1
Email: achristian@mbclaw.ca; fboutin@mbclaw.ca
2. **Sean Hibbert**
c/o Aweis Osman
Gowling WLG (Canada) LLP
2600-160 Elgin Street
Ottawa, ON K1P 1C3
Email: aweis.osman@gowlingwg.com
3. **Canada Revenue Agency, Legal Services**
c/o Emmanuel Gibson
NCR – Tax Litigation Section
Department of Justice Canada
Email: emmanuel.gibson@justice.gc.ca
4. **HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE**
33 King Street West, 6th Floor, P.O. Box 620
Oshawa, ON L1H 8E9
Email: Insolvency.Unit@ontario.ca
5. **Farm Credit Canada**
c/o Michael Cassone
Harrison Pensa LLP
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2
Email: mcassone@harrisonpensa.com
Lawyers for Farm Credit Canada
6. **Trenval Business Development Corporation**
284B Wallbridge-Loyalist Road, P.O. Box 610
Belleville, ON K8N 5B3
Attention: Eileen Brown
Email: ebrown@trenval.ca

7. **MNP Ltd.**
1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3
Attention: John Haralovich
Email: john.haralovich@mnp.ca
8. **City of Belleville – Tax Department**
183 Pinnacle Street
Belleville, ON K8N 3A5
Email: tax.info@belleville.ca
Attention: Andrea Steenburgh, Manager of Taxation
Email: asteenburgh@belleville.ca
9. **North Kegs Corp.**
216-2222 S Sheridan Way
Mississauga, ON L5J 2M4
Attention: Matthew Wowchuk, Managing Director and Co-Founder
Email: sales@northkeg.com
10. **CLE Capital Inc.**
3390 South Service Road, Suite 301
Burlington, ON L7N 3J5
c/o Laurie Monaghan, Litigation Agent
Email: lmonaghan@mhccna.com
11. **Templeman LLP**
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366 King Street East, Suite 401
Kingston, ON K7K 6Y3
Email: abrown@tmlegal.ca
Lawyers for the Purchaser

SCHEDULE "A"
(Draft Approval and Vesting Order)

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP
OF TANKHOUSE DEVELOPMENTS INC.
OF THE CITY OF CORBYVILLE, IN THE PROVINCE OF ONTARIO**

THE HONOURABLE) THURSDAY, THE 2ND DAY
JUSTICE SALLY GOMERY) OF NOVEMBER, 2023

B E T W E E N:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and -

TANKHOUSE DEVELOPMENTS INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by MNP Ltd. in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertakings, properties and assets of the respondent, Tankhouse Developments Inc. (the "**Debtor**"), for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sales Agreement**") between the Receiver and _____ (the "**Purchaser**") dated August 2, 2023 and which agreement is appended as a confidential (redacted) appendix to the report of the Receiver dated October 17, 2023 (the "**Report**"), and vesting in the Purchaser the Debtors' right, title and interest in and to the assets described in the Sales Agreement (the "**Purchased Assets**"), was heard this day at the Courthouse, 161 Elgin Street, Ottawa, Ontario, K2P 2K1.

ON READING the notice of motion herein and the Report and on hearing the submissions of counsel for the Receiver and for the parties in attendance, no one appearing for any other

party on the service list, although properly served as appears from the affidavit of service of Roxanne Chapman, sworn on October 23, 2023 filed:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sales Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sales Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Sally Gomery dated August 24, 2022; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) (the "**PPSA**") or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Hastings, Ontario (No. 21) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is

hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. **THIS COURT ORDERS AND DIRECTS** the PPSA registrar to discharge (or to partially discharge as may be required or appropriate) from the PPSA registry the PPSA registrations listed in Schedule C hereto.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

7. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such application; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void

or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

THE HONOURABLE JUSTICE SALLY GOMERY

Schedule A – Form of Receiver’s Certificate

Court File No. CV-22-00089649-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP
OF TANKHOUSE DEVELOPMENTS INC.
OF THE CITY OF CORBYVILLE, IN THE PROVINCE OF ONTARIO**

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and –

TANKHOUSE DEVELOPMENTS INC.

Respondent

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Sally Gomery of the Ontario Superior Court of Justice (the "**Court**") dated August 24, 2022, MNP Ltd. was appointed as the receiver (the "**Receiver**") of the undertakings, properties and assets of the respondent, Tankhouse Developments Inc. (the "**Debtor**").

B. Pursuant to an order of the Court dated November 2, 2023, the Court approved the agreement of purchase and sale dated August 2, 2023 (the "**Sales Agreement**") between the Receiver and _____ (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sales Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sales Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sales Agreement;
2. The conditions to Closing as set out in the Sales Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

MNP LTD., solely in its capacity as Court-Appointed Receiver of the undertakings, properties and assets of the Debtor, and not in its personal capacity

Per: _____

Name:

Title:

Schedule B – Purchased Assets

The Purchased Assets include the following:

A. The Real Property comprised of the following:

1. Legal Description: PT LT 4 PL 61 THURLOW; PT 4 21R23923; BELLEVILLE; COUNTY OF HASTINGS

PIN: 40523-0199 (LT); LRO #21

2. Legal Description: PT LT 14 PL 44 THURLOW; PT LT 4 PL 61 THURLOW; PT EARLE STREET PL 61 THURLOW CLOSED BY RBL208, PT 3 21R23923; BELLEVILLE; COUNTY OF HASTINGS

PIN: 40523-0202 (LT); LRO #21

3. Legal Description: PT BLK A PL 61 THURLOW; PT PARSONAGE LT PL 44 THURLOW; PT 1 21R23923; BELLEVILLE; COUNTY OF HASTINGS

PIN: 40524-0678 (LT); LRO #21

B. The personal property set out in Schedule “A” appended to the Sales Agreement on the terms and conditions set out in the said agreement and said Schedule “A”, which personal property expressly excludes the excluded assets set out in Schedule “B” to the Sales Agreement.

Schedule C – Claims to be deleted and expunged

The following Claims are to be deleted and expunged from title to the Real Property:

Instrument Number	Date of Registration	Description	Parties From	Parties To
HT201955	2017/01/10	Charge	Tankhouse Developments Inc.	Business Development Bank of Canada
HT210014	2017/06/23	Charge	Tankhouse Developments Inc.	Trenval Business Development Corporation
HT285652	2021/04/28	Charge	Tankhouse Developments Inc.	Farm Credit Canada
HT315308	2022/07/18	Lien	Her Majesty the Queen in Right of Canada as represented by The Minister of National Revenue	
HT318116	2022/08/30	APL Court Order	Ontario Superior Court of Justice	Business Development Bank of Canada

The following writs do not bind the Real Property as they will be cut out by the registration of the Application for Vesting Order provided for in this Approval and Vesting Order:

- Execution No. 22-0000169 filed with the Sheriff of the County of Hasting (Belleville) and issued on July 21, 2022 by the Ministry of Finance as creditor.
- Execution No. 21-0000038 filed with the Sheriff of the County of Hasting (Belleville) and issued on February 10, 2021 by the Ministry of Finance as creditor.

The following PPSA registrations are to be discharged from the PPSA registry:

PPSA File Number	Date of Registration	Secured Creditor	Collateral Classification
723353193	2016-12-13	Business Development Bank of Canada	Inventory, Equipment, Accounts, Other
730906479	2017-08-15	Trenval Business Development Corporation	Inventory, Equipment, Accounts, Amount (\$250,000), No Fixed Maturity Date
735583995	2018-01-11	Farm Credit Canada	Equipment, Other
735584085	2018-01-11	Farm Credit Canada	Inventory, Equipment, Accounts, Other, Motor Vehicle Included
735585678	2018-01-11	Farm Credit Canada	Inventory, Equipment, Accounts, Other, Motor Vehicle Included
761116464	2020-03-20	North Kegs Corp.	Equipment, Amount (\$60,711), No Fixed Maturity Date
765671436	2020-09-11	CLE Capital Inc.	Equipment, Other

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

Any Instrument registered against title to the Real Property not listed in Schedule “C” hereto as of the date hereof is a permitted encumbrance.

BUSINESS DEVELOPMENT BANK OF CANADA
Applicant

-and-

TANKHOUSE DEVELOPMENTS INC.
Respondent

Court File No. CV-22-00089649-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP
OF TANKHOUSE DEVELOPMENTS INC.
OF THE CITY OF CORBYVILLE, IN THE PROVINCE OF ONTARIO**

PROCEEDING COMMENCED AT OTTAWA

APPROVAL AND VESTING ORDER

SOLOWAY WRIGHT LLP

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Lawyers for the Court-Appointed Receiver, MNP Ltd.

SCHEDULE "B"
(Draft Ancillary Order)

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP
OF TANKHOUSE DEVELOPMENTS INC.
OF THE CITY OF CORBYVILLE, IN THE PROVINCE OF ONTARIO

THE HONOURABLE MADAM) THURSDAY, THE 2ND DAY
JUSTICE SALLY GOMERY) OF NOVEMBER, 2023

B E T W E E N:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and -

TANKHOUSE DEVELOPMENTS INC.

Respondent

ORDER

THIS MOTION made by MNP Ltd. in its capacity as the Court-Appointed Receiver (the "**Receiver**") of the assets, undertakings and properties of the Respondent, Tankhouse Developments Inc. (the "**Debtor**"), for an Order, *inter alia*:

1. Dispensing with service and/or declaring that service of this motion has been validly effected on all necessary parties and declaring that this motion is properly returnable on November 2, 2023;
2. Approving the Receiver's first report to the Court dated October 17, 2023 (the "**First Report**"), and the activities and conduct of the Receiver and its legal counsel since its appointment;
3. Approving the Sales Agreement and the Sales Transaction (as these terms are described and defined in the First Report) and the execution of the Sales Agreement by the Receiver;

4. Vesting in the purchaser pursuant to the Sales Agreement (the “**Purchaser**”) the Debtor’s right, title and interest in the assets described in the Sales Agreement (the “**Purchased Assets**”) and vesting title in the Purchased Assets to the Purchaser free and clear of any claims, liens and encumbrances;
5. Sealing confidential appendices “A”, “B”, “C”, “D”, “E” and “F” to the First Report (the “**Confidential Appendices**”);
6. Approving the Receiver’s interim statement of receipts and disbursements (the “**Interim SRD**”);
7. In the event the Sales Transaction closes and the Receiver receives the sale proceeds from the Purchaser (the “**Sale Proceeds**”), authorizing and directing the Receiver to pay from the Sale Proceeds an interim distribution to Business Development Bank of Canada (“**BDC**”) in the amount of \$1,250,000.00 in respect of BDC’s secured mortgage claim;
8. In the event the Sales Transaction closes and the Receiver receives the Sale Proceeds, authorizing and directing the Receiver to pay from the Sale Proceeds any municipal, land or other similar priority tax arrears (the “**Tax Arrears**”), if any, in respect of the Purchased Assets to the Corporation of the City of Belleville, Ontario (the “**City of Belleville**”);

was heard this day at the Courthouse, 161 Elgin Street, Ottawa, Ontario, K2P 2K1.

ON READING the Notice of Motion and the First Report, and the Factum and Authorities filed by the Receiver and on hearing the submissions of counsel for the Receiver and for those parties in attendance, no one else appearing for any other person on the service list, although properly served as evidenced by the Affidavit of Service of Roxanne Chapman, sworn on October 23, 2023, filed,

1. **THIS COURT ORDERS AND DECLARES** that service of this motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS AND DECLARES** that the Receiver's First Report is hereby approved and that the activities and conduct of the Receiver and that of its legal counsel as set forth in the First Report are hereby ratified and approved.
3. **THIS COURT ORDERS AND DECLARES** that the Confidential Appendices shall be kept sealed and confidential and shall not form part of the public record until the Sales Transaction closes or pending further Order of this Court.
4. **THIS COURT ORDERS AND DECLARES** that the Receiver's Interim SRD is hereby approved.
5. **THIS COURT ORDERS AND DECLARES** that, in the event the Sales Transaction closes and the Receiver receives the Sale Proceeds from the Purchaser, the Receiver shall pay an interim distribution to BDC in the amount of \$1,250,000.00 on account of BDC's secured mortgage claim.
6. **THIS COURT ORDERS AND DIRECTS** that, in the event the Sales Transaction closes and the Receiver receives the Sale Proceeds from the Purchaser, the Receiver shall pay any Tax Arrears in respect of the Purchased Assets from the Sale Proceeds to the City of Belleville.

THE HONOURABLE MADAM JUSTICE SALLY GOMERY

BUSINESS DEVELOPMENT BANK OF CANADA
Applicant

-and-

TANKHOUSE DEVELOPMENTS INC.
Respondent

Court File No. CV-22-00089649-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

**IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP
OF TANKHOUSE DEVELOPMENTS INC.
OF THE CITY OF CORBYVILLE, IN THE PROVINCE OF ONTARIO**

PROCEEDING COMMENCED AT OTTAWA

ORDER

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BUSINESS DEVELOPMENT BANK OF CANADA
Applicant

-and-

TANKHOUSE DEVELOPMENTS INC.
Respondent

Court File No. CV-22-00089649-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

**IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP
OF TANKHOUSE DEVELOPMENTS INC.
OF THE CITY OF CORBYVILLE, IN THE PROVINCE OF ONTARIO**

PROCEEDING COMMENCED AT OTTAWA

NOTICE OF MOTION

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TAB B

ONTARIO
SUPERIOR COURT OF JUSTICE

**IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP
OF TANKHOUSE DEVELOPMENTS INC.
OF THE CITY OF CORBYVILLE, IN THE PROVINCE OF ONTARIO**

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

and

TANKHOUSE DEVELOPMENTS INC.

Respondent

**FIRST REPORT OF MNP LTD., IN ITS
CAPACITY AS COURT-APPOINTED RECEIVER OF
TANKHOUSE DEVELOPMENTS INC.
OCTOBER 17, 2023**

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- B** Juteau Johnson Comba Inc. appraisal
- C** Infinity Assets Solutions appraisal
- D** Cushman and Wakefield Kingston, sale and marketing results
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- F** Unredacted Purchase and Sale Agreement

INTRODUCTION AND BACKGROUND

1. The Respondent, Tankhouse Developments Inc. (the “**Company**”), is a company incorporated pursuant to the laws of Ontario with its registered office address located in Belleville, Ontario.
2. The Company is the registered owner of the property municipally known as 86-93 River Road, Corbyville, Ontario and operates a restaurant and brewery from this location (the “**Real Property**”). The legal description of the Real Property is set out in Schedule “A” hereto. The Real Property is comprised of the following three parcels/PINs: 40523-0199 (the “**199 Parcel**”); 40523-0202 (the “**202 Parcel**”); and 40524-0678 (the “**678 Parcel**”).
3. The Company was managed and controlled by the Late Richard Courneyea who resided in the City of Belleville, Ontario (the “**Late Mr. Courneyea**”). He was the principal of the Company and personally guaranteed part (limited to 35% of the loan under the first loan agreement and 100% of the loan under the second loan agreement) of the Company’s indebtedness to the Applicant, Business Development Bank of Canada (“**BDC**” of the “**Lender**”).
4. Sean Hibbert (“**Mr. Hibbert**”) is an individual who resides in Corbyville, Ontario and was a principal of the Company and personally guaranteed part (limited to 20% of the loans under the first and second loan agreements) of the Company’s indebtedness to the BDC.
5. BDC was informed that in December 2021 the Late Mr. Courneyea had passed away, and from that time, his spouse Shawna Courneyea (“**Mrs. Courneyea**”) has been operating the Company.
6. Mrs. Courneyea became a director of Company and both the Late Mr. Courneyea and Mr. Hibbert (collectively, the “**Guarantors**”) ceased to be directors.
7. Between November 2016 and December 2017, BDC entered into two (2) separate loan agreements with the Company that remain outstanding (collectively, the “**Loan Agreements**”).
8. On or about November 29, 2016, the Company became indebted to BDC, its senior secured creditor, with respect to the Loan Agreements and pursuant to and under the terms of various security instruments contained as Exhibits C (mortgage on Real Property) and D (General Security Agreement) of the Receivership Application Record in this matter (the “**Application Record**”) dated July 8, 2022 (the “**Security**”).

9. The parcel registers for the Real Property confirm that Farm Credit Canada ("FCC") also registered a second-ranking mortgage on title to the 199 Parcel and the 202 Parcel and a third-ranking charge on title to the 678 Parcel in the principal amount of \$300,000.00.
10. In addition, Trenval Business Development Corporation ("**Trenval**") also registered a second-ranking mortgage on title to the 678 Parcel in the principal amount of \$250,000.00.
11. As reported in the Application Record, the Company's obligations to the Lender pursuant to the Loan Agreements and the Security totaled \$1,566,469.50 as at July 7, 2022 (excluding interest and fees accrued since) (the "**Indebtedness**").
12. As reported in the Application Record, the Company was also indebted at the time on account of the following ("**Priority Payables**");
 - a) Arrears in municipal taxes in respect of the Real Property totaling \$41,786.24;
 - b) Ontario Ministry of Finance on account of arrears in beer and wine tax remittances in the amount of \$32,967.11;
 - c) Arrears in HST remittances totaling \$221,155.06; and
 - d) Arrears of \$1,905.89 on account of source deductions remittances.
13. The Security provides for the appointment of a receiver in the event of default by the Company under the Security.
14. During the period of March to May 2020 the Company defaulted under the terms of the Loan Agreements and the Security and has been in arrears since that time.
15. BDC made repeated demands of the Company to provide timely and accurate financial reporting to allow for it to assess its level of risk, which the Company failed to provide.
16. On January 28, 2022, BDC issued demands for payment of the Indebtedness to the Company and the Guarantors, along with a Notice of Intention to Enforce Security in accordance with s. 244 of *Bankruptcy and Insolvency Act* ("**BIA**") which demand to the Company, and statutory notice are contained as Exhibit Q of the Application Record.

17. On February 8, 2022, BDC and the Company entered into a forbearance agreement requiring the Company to satisfy the entire Indebtedness owing to BDC by May 9, 2022, and to repay the Priority Payables by April 29, 2022.
18. From May 10, 2022, until early July 2022, BDC attempted to enter into a second forbearance agreement with the Company, however, the Company refused, and no agreement was reached.
19. On July 8, 2022, BDC brought an application for the appointment of MNP Ltd. (“**MNP**”) as the receiver of the Company and for the protection of the interests of BDC and other stakeholders.
20. By Order of this Honourable Court dated August 24, 2022 (the “**Receivership Order**”), MNP was appointed receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties of the Company, including the Real Property, used in relation to its businesses, including all proceeds thereof (the “**Property**”). A copy of the Receivership Order is attached hereto at **Appendix “1”**.

PURPOSE OF THIS REPORT

21. The purpose of this first report of the Receiver to the Court (the “**First Report**”) is to:
 - (a) report on the activities of the Receiver since its appointment pursuant to the Receivership Order;
 - (b) seek the Court’s approval of the activities and conduct of the Receiver and that of its legal counsel as described in the First Report;
 - (c) seek the Court’s approval of the Sales Agreement (as defined below) and of the Sales Transaction (as defined below) and the conveyance of the Real Property to the purchaser thereof and vesting title to the Real Property in the purchaser free and clear of any encumbrances;
 - (d) seek the Court’s approval to seal certain confidential appendices (the “**Confidential Appendices**”) to the First Report;
 - (e) seek the Court’s approval of the Receiver’s interim statement of receipts and disbursements (the “**Interim SRD**”);
 - (f) in the event the Court approves the Sales Agreement and the Sales Transaction and the said transaction closes, seek the Court’s approval in respect of an interim distribution to BDC

in the amount of \$1,250,000.00 on account of its first-ranking mortgage and secured claim; and

- (g) in the event the Court approves the Sales Agreement and the Sales Transaction and the said transaction closes, seek the Court's approval in respect of paying any municipal and/or property tax arrears (the "**Tax Arrears**") in respect of the Real Property, to permit the Sales Transaction to close.

22. All amounts referred to in the First Report are in Canadian dollars unless otherwise noted.

NOTICE TO READER

23. This First Report is prepared solely for the use of the Court, for the purpose of assisting the Court in making a determination of whether to approve the relief being sought.

24. In preparing this First Report, the Receiver has relied upon information from third party sources (collectively, the "**Information**"). Certain of the information contained herein may refer to, or be based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Honourable Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy and completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the CPA Canada Handbook.

INITIAL RECEIVERSHIP ACTIVITIES

25. Immediately following the granting of the Receivership Order on August 24, 2022, the Receiver attended at the Real Property to take possession of and secure the buildings and premises. The initial activities of the Receiver included:

- (a) notifying the Company of MNP's appointment as Receiver;
- (b) attending at the Real Property to inspect the site, and take photographs;
- (c) meeting with the equipment appraiser;
- (d) meeting with representatives from two real estate firms;
- (e) providing a copy of the Receivership Order to the Company and the Guarantors;
- (f) confirming insurance coverage in respect of the Real Property;

- (g) arranging for changing of the locks;
- (h) requesting relevant information and the books and records of the Company;
- (i) obtaining a schedule of the 2022 weddings booked for dates after the Receiver's appointment;
- (j) meeting with current staff and advising them of MNP's appointment and ongoing operations;
- (k) requesting information from Canada Revenue Agency (the "CRA") and their creditors;
- (l) requesting banking information and placing a hold on bank funds;
- (m) terminating the leasing arrangements for a building located next door to the Real Property;
- (n) responding to creditor inquiries; and
- (o) preparing and issuing the prescribed notice and statement of the Receiver pursuant to ss. 245(1) and 246(1) of the BIA, which was sent to the Company's creditors. A copy of this notice is attached at **Appendix "2"**.

THE REAL PROPERTY, EQUIPMENT, THE APPRAISALS AND THE LISTINGS

- 26. Title to the Real Property was transferred from 1382922 Ontario Inc. to the Company on April 30, 2013, for \$175,002.00.
- 27. On September 2, 2022, the Receiver obtained a listing proposal from Rogers & Trainor Commercial Realty Inc. ("**R&T**") to market and sell the Real Property. A copy of this listing proposal is attached at **Appendix "3"**.
- 28. On September 12, 2022, the Receiver obtained an email listing proposal from Cushman & Wakefield Kingston ("**Cushman**") to market and sell the Real Property. A copy of the listing proposal is attached at **Appendix "4"**.
- 29. On September 19, 2022, given the favourable terms contained in the Cushman listing proposal and that Cushman is a reputable, competent, and licensed commercial real estate broker, the Receiver selected Cushman to list and market the Real Property with a list price of \$3,295,000.00. A copy of this listing agreement is attached at **Appendix "5"**.

30. On August 31, 2022, the Receiver received a real estate appraisal from S. Rayner & Associates Ltd. (the “**Rayner Appraisal**”) in respect of the Real Property. A copy of the Rayner Appraisal is reproduced at **Confidential Appendix “A”**.
31. On September 13, 2022, the Receiver received a further real estate appraisal from Juteau Johnson Comba Inc. (the “**Juteau Appraisal**”) in respect of the Real Property. A copy of the Juteau Appraisal is reproduced at **Confidential Appendix “B”**.
32. On September 1, 2022, the Receiver received an appraisal from Infinity Asset Solutions (“**Infinity**”) in respect of the equipment located at the Real Property. A copy of the Infinity appraisal is reproduced at **Confidential Appendix “C”**.
33. As noted below in the marketing of the Real Property the Receiver obtained a second listing proposal from R&T on July 4, 2023, to market and sell the Real Property. A copy of this second listing proposal is attached at **Appendix “6”**.
34. On July 7, 2023, given the favourable terms contained in the R&T listing proposal and that R&T is a reputable, competent, and licensed commercial real estate broker, the Receiver elected to change listing agents going forward and selected R&T to list and remarket the Real Property with a list price of \$2,495,000.00. A copy of this listing agreement is attached at **Appendix “7”**.

MARKETING OF REAL PROPERTY AND RESULTS

35. At the time of the appointment of the Receiver, the Real Property was listed with a real estate agent selected by Mrs. Courneyea. The listing was terminated by the Receiver. The Receiver understands that this listing was initiated by the Company in or about January 2022.
36. In discussions with representatives for Cushman it was decided to have a sales process that provided for a deferred bid date for offers to be delivered by November 21, 2022, for the Receiver to have an opportunity to properly market the Real Property.
37. Following this process, on November 21, 2022, the Receiver received a total of 5 offers, two of which were considered low bidders and not serious prospective purchasers.
38. The Receiver instructed Cushman to accept the highest offer and to obtain the required \$100,000.00 deposit for in the purchase and sale agreement for the transaction to be formalized. The bidder could not arrange for the initial deposit.

39. Since the 3 highest offers were close in range, the Receiver instructed Cushman to move to the second highest bidder to obtain the initial deposit, and they too failed to arrange for payment. The same issue arose with the third highest bidder. As a result, and as set out below, the Receiver was required to re-market the Real Property.
40. The Cushman marketing process and the results of the marketing process for the Real Property are detailed in **Confidential Appendix “D”** and a redacted copy is attached at **Appendix “8”**.
41. Highlights of Cushman’s marketing process in respect of the sale of the Real Property are as follows:
- a) Cushman’s had 439 agents view the listing, 342 website hits, 751 views on Realtor.ca and 24,634 impressions;
 - b) 18 parties made meaningful inquiries and signed the Receivers Non-Disclosure Agreement (“NDA”);
 - c) 5 parties submitted offers by the deferral bid date;
 - d) Cushman advised the Receiver that interest rate increases over the course of the sales process had adversely impacted the appeal of the Real Property because of increased borrowing costs;
 - e) 3 parties were selected to proceed with offers, including offer 5 who amended their offer to the full listing price. However, no party could provide the required \$100,000.00 deposit; and
 - f) In the circumstances, the Receiver and BDC supported providing the 3 highest bidders a second opportunity to submit offers with the required deposit of \$100,000.00.
42. On December 7, 2023, the Receiver elected to have the three highest bidders resubmit their offers using a revised bid date of December 14, 2023, that also required payment of the required deposit.
43. On December 15, 2022, Cushman advised the Receiver that no party was able to raise the required deposit to be delivered with its formal offer.
44. On January 3, 2023, Cushman therefore recommended to the Receiver that the listing be amended to reduce the listing price to \$3,095,000.00 and to go to market in January 2023 with new social media and LinkedIn advertisements.

45. On February 22, 2023, having no activity after the January 2023 price reduction, Cushman recommended to the Receiver that the listing be amended to further reduce the listing price to \$2,995,000.00 and update the social media and LinkedIn advertisements accordingly.
46. By March 24, 2023, there was still little interest in the Real Property and Cushman recommended to the Receiver that the listing be amended to reduce the listing price to \$2,895,000.00 and update the social media and LinkedIn advertisements accordingly.
47. On May 15, 2023, given that no purchase offer had been received, Cushman recommended to the Receiver that the listing be amended to reduce the listing price to \$2,595,000.00 given that there was no serious activity and that a significant drop in the listing could generate new interest in the Real Property. This listing expired on June 23, 2023.
48. On July 7, 2023, the Receiver entered into a new listing agreement with R&T, with a recommended listing price of \$2,495,000.00.
49. Highlights of R&T's marketing process in respect of the sale of the Real Property are as follows:
- a) 6 parties made meaningful inquiries and 5 signed the Receivers NDA;
 - b) the purchaser submitted its initial offer on July 24, 2023, and the Receiver and purchaser went through a number of amendments to the purchase and sale agreement; and
 - c) on August 16, 2023, the purchasing party submitted an offer to purchase the Real Property that was accepted by the Receiver and that BDC confirmed it supported.
50. The R&T marketing process and the results of the marketing process for the Real Property are detailed in **Confidential Appendix "E"** and a redacted copy is attached at **Appendix "9"**.

THE SALES AGREEMENT AND TRANSACTION

51. On August 17, 2023, the Receiver accepted the final offer to purchase the Real Property (the "**Sales Agreement**"), copies of which are attached as **Confidential Appendix "F"** and a redacted copy of which is attached as **Appendix "10"** (in which the purchaser's identity, deposit and the purchase prices have been redacted). The Sales Agreement provides for a significant deposit and that it is binding, and that the closing (the "**Sales Transaction**") is subject to the approval of the Court.
52. The Receiver recommends that the Sales Agreement and the Sales Transaction with respect to the Real Property be approved by this Honourable Court for the following reasons:

- a) the Real Property was exposed widely to the marketplace in a manner that is common for properties of this nature and was listed for sale with professional and licensed commercial real estate brokers that is well known in the market;
- b) the Sales Agreement is now unconditional except for requiring the Court's approval;
- c) the purchase price is greater than the lowest appraised value of the Real Property;
- d) the purchase price is greater than the other offers received by the Receiver;
- e) market conditions have rapidly changed since the Real Property was initially listed for sale by the Company;
- f) the Real Property has been exposed to the market for the period of September 2022 to September 2023 (excluding the Company's previous listing);
- g) the ongoing monthly carrying costs are prohibitive, including the costs of approximately \$7,500.00 per month for insurance, utilities and general maintenance and there is a risk that the insurance coverage could be cancelled upon any renewal;
- h) the Receiver does not believe that further marketing of the Real Property will result in a superior offer given risk of further interest rate increases and the general softening in the commercial real estate market; and
- i) the Sales Transaction that is the subject of the Sales Agreement is provident and a favourable outcome for the estate and followed a thorough, impartial and fair sales process that fully tested the market.

ONGOING OPERATIONS

- 53. The Receiver operated the business until September 4, 2023, so as to preserve the Company's goodwill until a purchaser was found.
- 54. During the period of operation, the Receiver was able to manage the day-to-day business activity on a cash flow positive basis reflected in the interim statement of receipts and disbursements.
- 55. The Receiver did obtain an initial advance from BDC and accordingly issued a Receiver's Certificate in the amount of \$60,000.00. A copy of the Receiver's Certificate 1 is attached at **Appendix "11"**.
- 56. The Company filed an assignment in bankruptcy on September 7, 2023. A copy of the certificate of appointment is attached at **Appendix "12"**.

PRIORITY AND SECURED CLAIMS

Priority Claims

57. As of September 8, 2023, the Tax Arrears for the Real Property were \$94,129.82. A copy of the property tax certificates for 86 and 87 River Road are contained at **Appendix “13”**.
58. The Company did not remit HST collected for October 31, 2019, to the date of the Receivership in the amount of \$301,938.09. On July 8, 2022, CRA registered a lien on title in the amount of \$232,304.91. A copy of the CRA letter to the Receiver dated June 20, 2023, is contained at **Appendix “14”**. In light of the Company’s bankruptcy, CRA’s statutory priority claim with respect to these arrears in HST remittances is reversed by operation of s. 222(1.1) of the *Excise Tax Act* and s. 67 of the BIA, such that post-bankruptcy CRA’s claim is an unsecured claim.
59. Attached at **Appendix “15”** is the statement of account from the Ministry of Finance as of September 21, 2022, for unremitted beer and wine tax in the amount of \$15,145.45. Of this amount \$13,213.57 is a priority claim against assets of the Company.
60. Attached at **Appendix “16”** is the statement of account from CRA as of October 27, 2022, for unremitted employee source deductions in the amount of \$1,948.71. The CRA letters confirms no portion of the amount due is considered a deemed trust claim and as a result will have no priority to the secured creditors.

Secured Claims

61. The parcel register for the Real Property confirms that BDC registered a first-ranking charge on title to the Real Property on January 10, 2017, in the principal amount of \$1,500,000.00. In addition to the charge on the Real Property, BDC has a valid PPSA registration dated December 13, 2016, in support of its general security agreement.
62. The parcel registers for the Real Property are enclosed at **Appendix “17”**.
63. A copy of the PPSA search dated September 6, 2023, is attached at **Appendix “18”**.
64. BDC provided the Receiver with an updated statement of account in respect of Company’s Indebtedness to BDC as of August 25, 2023. As of this date, the outstanding balance owing to BDC by Company was \$1,837,631.84 plus ongoing interest and costs. The BDC statement of account is attached at **Appendix “19”**.

65. As noted above, the parcel registers for the Real Property confirm that FCC registered a second-ranking charge on title to the 199 Parcel and the 202 Parcel and a third-ranking charge on the 678 Parcel on April 28, 2021. In addition to the charge on Real Property, FCC has valid PPSA registrations dated January 11, 2018, over the Company's personal property.
66. FCC provided the Receiver with an updated statement of account in respect of Company's indebtedness to FCC as of September 8, 2023. As of this date, the outstanding balance owing to FCC by Company was \$335,697.53 plus ongoing interest and costs. The FCC statement of account is attached at **Appendix "20"**.
67. The parcel registers for the Real Property confirm that Trenval registered a second charge on title to the 678 Parcel on June 23, 2017. In addition to the charge on the Real Property, Trenval has a valid PPSA registration dated August 15, 2017, in support of a general security agreement.
68. Trenval provided the Receiver with an updated statement of account in respect of Company's Indebtedness to Trenval as of September 15, 2023. As of this date, the outstanding balance owing to Trenval by Company was \$198,524.75 plus ongoing interest and legal costs. The Trenval statement of account is attached at **Appendix "21"**.
69. The Receiver obtained an independent legal opinion, dated October 4, 2023, regarding the validity and enforceability of the security held by BDC, a copy of which is attached at **Appendix "22"**. Based on this legal opinion, it appears that:
- a) BDC's first mortgage security with respect to the Real Property is valid and enforceable;
 - b) The general security agreements granted by the Company to BDC creates an attached and perfected security interest and is enforceable in accordance with its terms;
 - c) Trenval's second mortgage security with respect to 678 Parcel is valid and enforceable;
 - d) The general security agreements granted by the Company to Trenval creates an attached and perfected security interest and is enforceable in accordance with its terms, second to BDC;
 - e) FCC's mortgage security is second-ranking on the 199 Parcel and the 202 Parcel and third-ranking on the 678 Parcel; and

- f) FCC's specific charge on equipment/personal property is valid and enforceable and ranks behind Trenval's GSA; and
- g) The lien on title to the Real Property in favour of the CRA ranks behind the mortgages of BDC, Trenval and FCC.

FUNDS AVAILABLE FOR DISTRIBUTION

70. A copy of the Interim SRD is attached at **Appendix "23"**. It confirms that receipts exceed disbursements by \$43,814.43 to the date of this First Report.
71. In the event the Sales Agreement and the Sales Transaction are approved by the Court and the transaction closes, the Receiver recommends paying the following distributions:
- a) an interim distribution in the amount of \$1,250,000.00 to BDC on account of its secured mortgage claim; and
 - b) such amount as may be required to pay the Tax Arrears in respect of the Real Property.
72. The balance of the sale proceeds will be held by the Receiver until a further report to the Court is filed with respect to distributing these proceeds.

PROFESSIONAL FEES

73. Pursuant to paragraph 18 of the Receivership Order, the fees and disbursements of the Receiver and its legal counsel 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.
74. Pursuant to paragraph 19 of the Appointment Order, the Receiver is entitled to apply reasonable amounts out of the monies in its hands to satisfy its professional fees and disbursements and those of its counsel, and such amounts are to constitute advances against its remuneration and disbursements when and as approved by the Court.
75. The approval of fees and disbursements of the Receiver and that of its legal counsel will be sought in a further report to the Court.

COMPLETION OF THE RECEIVERSHIP

76. The Receiver will attempt to close the Sales Transaction and report back to Court upon its completion. In the event the Sales Transaction does not close, the Receiver will resume the sales process in respect of the Real Property subject to the Receivership Order.

SUMMARY AND RECOMMENDATIONS

77. For the reasons outlined above, the Receiver respectfully recommends that this Court grant the Receiver's request for an Order, amongst other things:

- (a) If necessary, abridging the time for and validation of service of the Notice of Motion and Motion Record herein;
- (b) Approving the Receiver's First Report, and the activities and conduct of the Receiver and of its legal counsel since its appointment, all as recited in the First Report;
- (c) Approving the Sales Agreement and Sales Transaction, and the conveyance of the Real Property to the purchaser and vesting title of the Real Property in the purchaser free of encumbrances;
- (d) Approving the sealing of the Confidential Appendices to the First Report pending the closing of the Sales Transaction or further Order of this Court;
- (e) Approving the Interim SRD;
- (f) in the event the Court approves the Sales Agreement and the Sales Transaction and the said transaction closes, approving an interim distribution to BDC in the amount of \$1,250,000.00 on account of its first-ranking mortgage and secured claim; and
- (g) in the event the Court approves the Sales Agreement and the Sales Transaction and the said transaction closes, seek the Court's approval in respect of paying the Tax Arrears so as to permit the Sales Transaction to close.

This First Report is respectfully submitted to the Honourable Court as of this 17th day of October 2023.

MNP LTD.,

In Its capacity as Court-Appointed Receiver of
Tankhouse Developments Inc.

and not in its personal or corporate capacity

Per:

A handwritten signature in dark ink, appearing to read "J. Haralovich", written over a horizontal line.

John P. Haralovich, CPA, CA, CIRP, CMA
Senior Vice President

SCHEDULE "A"

1. Legal Description: PT LT 4 PL 61 Thurlow; PT 4 21R23923; Belleville; County of Hastings

 PIN: 40523-01999 (LT); LRO #21

2. Legal Description: PT LT 14 PL 44 Thurlow; PT LT 4 PL 61 Thurlow; PT Earle Street PL 61
 Thurlow closed by RBL208, PT 3 21R23923; Belleville; County of Hastings

 PIN: 40523-0202 (LT); LRO #21

2. Legal Description: PT BLK A PL 61 Thurlow; PT Parsonage LT PL 44 Thurlow; PT 1
 21R23923; Belleville; County of Hastings

 PIN: 40524-0678 (LT); LRO #21

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A423

Court File No. CV-22-00089649-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE

JUSTICE *SALLY SOMERLY*

} WEDNESDAY, THE 24TH DAY

} OF AUGUST, 2022.

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and -

TANKHOUSE DEVELOPMENTS INC.

Respondent

ORDER

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 (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties, including the real property described in Schedule "A" hereto (collectively, the "Property") of the Respondent (hereinafter the "Debtor") acquired for, or used in relation to a business carried out by the Debtor, was heard this day at the Courthouse, 161 Elgin Street, Ottawa, Ontario, K2P 2K1.

ON READING the Affidavit of Golda D'Souza, sworn on July 7, 2022 and the Exhibits thereto, the Factum and Authorities of the Applicant, on hearing the submissions of counsel for the parties present, no one else appearing on behalf of any other parties on the Service List although duly served as appears from the Affidavits of Service of Roxanne Chapman sworn on July 25, 2022 and August 3, 2022 and on reading the consent of MNP Ltd., dated July 6, 2022, to act as the Receiver in respect of the assets of the Debtor referred to herein,

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SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CIA, MNF Ltd. is hereby appointed Receiver, without security, of all of the Property of the Debtor acquired for, or used in relation to a business carried out by the Debtor, including all proceeds thereof.

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 \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, 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 assign the Debtor into bankruptcy;

- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) 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 are 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, 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, 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 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 normal 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 \$ 100,000 (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 2.1 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 notwithstanding the engagement of Soloway Wright LLP as counsel for the Applicant in bringing this application, the Receiver may engage Soloway Wright LLP as its legal counsel in respect of matter where there is no conflict of interest. The Receiver shall, however, engage independent legal counsel in respect of any matter where a conflict of interest arises.

28. 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.

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

30. 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.

31. 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.

32. THIS COURT ORDERS that the Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if

not so provided by the Plaintiff'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.

33. 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.



Issuance Date August 24th 2022

RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that MNP Ltd., the receiver (the "Receiver") of all of the assets, undertakings and properties of the Debtor, acquired for, or used in relation to the Property appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the ____ day of _____, 2022 (the "Order") made in an action having Court file number _____, 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 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 _____, 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____.

By:

Name:

Title:

Debtor/Firm:

Schedule "A"
Debtor's Real Property

Legal Description: PT LT 4 PL 61 THURLOW; PT 4 21R23923; BELLEVILLE; COUNTY OF HASTINGS

PIN: 40523-0199 (LT)

LRO #21

Legal Description: PT LT 14 PL 44 THURLOW; PT LT 4 PL 61 THURLOW; PT EARLE STREET PL 61 THURLOW CLOSED BY RBL208, PT 3 21R23923; BELLEVILLE; COUNTY OF HASTINGS

PIN: 40523-0202 (LT)

LRO #21

Legal Description: PT BLK A PL 61 THURLOW; PT PARSONAGE LT PL 44 THURLOW; PT 1 21R23923; BELLEVILLE; COUNTY OF HASTINGS

PIN: 40524-0678 (LT)

LRO #21

BUSINESS DEVELOPMENT BANK OF CANADA
Applicant

-and- TANKHOUSE DEVELOPMENTS INC.
Respondent

APPLICATION UNDER s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C-43 and s. 243 (1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, ss. 67(1)(a) and (e) of the *Personal Property Security Act*, R.S.O. 1990, c. P.10 and Rules 14.05(2), (3) (g) and (h) of the *Rules of Civil Procedure*

Court File No: CV-22-00089649-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT OTTAWA

ORDER

SOLOWAY WRIGHT LLP

Lawyers
700-427 Laurier Avenue West
Ottawa, ON K1R 7Y2

André A. Ducasse (#44739R)
aducasse@solowaywright.com
613-236-0111 telephone
613-238-8507 facsimile

Lawyers for the Applicant, Business Development Bank of Canada

2

District of: Ontario
Division No. 12 - Ottawa
Court No.
Estate No. 31-4159415

- FORM 87 -
Notice of Statement of the Receiver
(Subsections 245(1) and 246(1) of the Act)
In the Matter of the Receivership of
Tankhouse Development Inc.
of the City of Corbyville
in the Province of Ontario

The receiver gives notice and declares that:

1. On the 24th day of August 2022, we, MNP Ltd., became the receiver in respect of the property of Tankhouse Development Inc., that is described below:

Real Property or Immovable	Land - Corbyville - 86 River Road	2740000.00
Business Assets	Machinery - Various Equipment	200000.00

2. We became a receiver by having taken possession or control of the property described above (or by virtue of being appointed by Business Development Bank of Canada) pursuant to General Security agreement dated December 16, 2016, various personal guarantee's from the shareholders and registered mortgages on title of the land and building dated January 10, 2017.

3. The undersigned took possession or control of the property described above on the 25th day of August 2022.

4. The following information relates to the receivership:

- (a) Address: 86 River Road, Corbyville, ON, K0K 1V0
- (b) Principal line of business: Brewery & restaurant
- (c) Location(s) of business:
86 River Road, Corbyville, ON, K0K 1V0

(d) Amount owed to each creditor who holds a security on the property described above:

CRA, Legal Services	\$1962.00
City of Belleville	\$58249.00
Trenval Business Development Corporation	\$183354.00
FGC / FAC Farm Credit	\$279467.00
North Keg Corp.	\$3638.00
CLE Capital	\$1.00
Business Development Bank of Canada - Mississauga	\$1566470.00

(e) The list of other creditors and the amount owed to each creditor and the total amount due is as follows:

District of: Ontario
 Division No. 12 - Ottawa
 Court No.
 Estate No.

In the Matter of the Receivership of
 Tankhouse Development Inc.
 of the City of Corbyville
 in the Province of Ontario

2384575 Ontario Inc	Unsecured	\$565.00
Arctic Glacier Canada Inc.	Unsecured	\$319.00
Arterra Wines Canada	Unsecured	\$1197.00
Baldwin Law	Unsecured	\$1463.00
Belleville Chamber of Commerce	Unsecured	\$293.00
Briden Electrical Services Inc.	Unsecured	\$1521.00
Canadian Linen & Uniform Service - Ottawa, ON	Unsecured	\$5447.00
City of Belleville - City Hall	Unsecured	\$4552.00
C. & L Property Maintenance Inc.	Unsecured	\$565.00
DaValda Enterprises	Unsecured	\$95.00
Ecolab Co.	Unsecured	\$3214.00
Environmental 360 Solutions (Ontario) Ltd	Unsecured	\$145.00
Findlay Foods (Kingston) Ltd	Unsecured	\$1770.00
Gary York	Unsecured	\$266851.00
Hydro One Networks Inc.	Unsecured	\$362.00
Ministry of Finance - Collections Branch, Non Tax Revenue Collections Unit	Unsecured	\$15926.00
Gordon Food Service	Unsecured	\$11907.00
Ian R. Degroot	Unsecured	\$4746.00
Jeff Bingham	Unsecured	\$560.00
LMP Publication Limited Partnership	Unsecured	\$30.00
Long & McQuade Musical Instruments	Unsecured	\$42.00
Maclean Water Treatment and Pumps	Unsecured	\$3306.00
Messer Canada Inc., 15687	Unsecured	\$2797.00
Palton Power Ltd.	Unsecured	\$5619.00
Purtek Environmental	Unsecured	\$2210.00
TCS Realty Co Ltd.	Unsecured	\$23556.00
Tyendinaga Propane	Unsecured	\$12657.00
Unifed Insurance Brokers Ltd.	Unsecured	\$425.00
Williams Fire Protection	Unsecured	\$170.00
Shawna Courmeya c/o Wright Law	Unsecured	\$14968.00
CRA - Tax - Ontario	Unsecured	\$257625.00
Workplace Safety and Insurance Board	Unsecured	\$25063.00
RBC Royal Bank Visa c/o BankruptcyHighway.com	Unsecured	\$2380.00

District of: Ontario
Division No. 12 - Ottawa
Court No.
Estate No.

In the Matter of the Receivership of
Tankhouse Development Inc.
of the City of Corbyville
in the Province of Ontario

CERB – Centre of Expertise (CRA)	Unsecured	\$40000.00
Niloc Enterprises Inc.	Unsecured	\$250000.00
Wolfgang A Kastenberger	Unsecured	\$2185.00
Clothbuilders Holdings	Unsecured	\$69886.00
Working Apparel Ltd	Unsecured	\$10186.00
Federal Development Loan	Unsecured	\$98000.00
The Estate of the Late Richard Coumeyea	Unsecured	\$62423.00
Sean Hibbert	Unsecured	\$460000.00

(f) The intended plan of action of the receiver during the receivership, to the extent that such a plan has been determined, is as follows: the Receiver plans to operate the business until the wedding commitments have been completed and run a sales process to liquidate the assets.

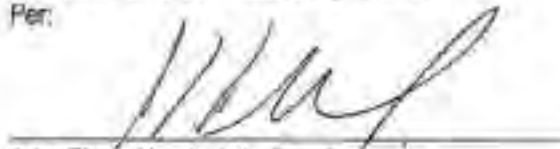
(g) Contact person for receiver

John Haralovich, Tel: (613) 691-4270, Fax: (613) 726-9009.

Dated at the City of Ottawa in the Province of Ontario, this 3rd day of August 2022.

MNP Ltd. - Licensed Insolvency Trustee

Per:


John Pierre Haralovich - Receiver

1600 Carling Avenue, Suite 800

Ottawa ON K1Z 1G3

Phone: (613) 691-4270 Fax: (613) 726-9009

3

SIGNAL BREWERY 86-87 RIVER ROAD, CORBYVILLE MARKETING PROPOSAL



**Rogers
& Trainor**

Commercial Realty Inc.
Brokerage

WWW.RTCR.COM

KOSTAS DOULAS

Broker of Record

✉ kdoulas@rtcr.com

📞 613-539-4444

📍 20 Gore Street, Suite 102
Kingston, Ontario K7L 2L1

📞 613-384-1997

LAURENCE TRAINOR

Broker

✉ ltrainor@rtcr.com

📞 613-532-3141

📍 20 Gore Street, Suite 102
Kingston, Ontario K7L 2L1

📞 613-384-1997

All information provided is deemed reliable but is not guaranteed and should be independently verified.

SIGNAL BREWERY, 87 RIVER ROAD, CORBYVILLE

INTRODUCTION

Rogers & Trainor Commercial Realty Inc. (RTCR) is pleased to have been provided with the opportunity to assist MNP Ltd. with the sale of the property located at 87 River Road in Corbyville Ontario.

Rogers & Trainor Commercial Realty Inc., Brokerage office is located in Kingston, Ontario.

Rogers & Trainor was founded in 1997 by Marilyn Rogers and Laurence Trainor as a real estate brokerage trading exclusively in commercial real estate.

Our mission is to create value for our clients by combining extensive local knowledge and experience with established national relationships and marketing strategies.

Our team of twelve real estate professionals are dynamic, experienced and dedicated to providing each client with the best solution for their commercial real estate needs.

We approach all of our listings as a team effort and believe in building long-term relationships by employing high ethical standards with the objective of exceeding our clients' expectations.



SIGNAL BREWERY, 87 RIVER ROAD, CORBYVILLE

Purpose of the Marketing Sales Plan (the “MP”)

The purpose of the MP is to:

- Document the MP in clear language of the various components so as to effectively sell the Property,
- Develop a framework to allow the MP to be adapted and provide feedback to MNP Ltd., and, above all, espouse our common objective to sell the Property as efficiently as possible while realizing the maximum value.

The Marketing Plan (the “MP”)

It is our considered opinion that while there are basically two marketing approaches for this Property, namely the more Traditional Approach and a more Time sensitive approach using the Request for Proposals (RFP) by an agreed date. R&T have employed this latter method within the last years very effectively for a number of projects on behalf of such groups as BDC, Queens University, Kingston's Hotel Dieu Hospital, Limestone School Board as well as many private investors. In this approach we use all available media. This method requires a very intensive marketing plan that involves a detailed marketing package that allows interested parties to make a valued assessment of the Property within a defined timeframe, recognising that it is a competitive bid situation.

During this process we provide all qualified parties, after the execution of a Confidentiality Agreement, with as much detailed information as possible that should allow any Buyer to make an informed decision with the minimum of conditions. The marketing of the property has to be national not just provincial and has to reach as many likely interested parties. This approach is recommended for a property that we regard as desirable and in good operational condition.

It is hoped that with the correct marketing that we should attract multiple offers in the shortest time frame. It also represents the fairest method to all parties and hopefully attract the maximum sale value. The MP is a multifaceted plan implemented concurrently.

The MP will also be reviewed on an ongoing basis to determine its effectiveness. This review with MNP Ltd., will also identify changes to the MP if required to achieve our objective.

Our marketing initiatives will help to deliver maximum exposure for the property. A combination of internet (online), Social media, Industry sector databases, Commercial realtor network with which Rogers and Trainor has a close working relationship with most of the national and international commercial real estate brokerages such as, CBRE, Jones Lang Lasalle, Colliers International and Avison Young) investor network both working collaboratively and representing some of their clients in our unique market.

While the sale of Restaurant/Pubs/Hotels etc have historically been difficult especially over the last couple of years we are fortunate to have achieved some success in this type of commercial real estate.



SIGNAL BREWERY, 87 RIVER ROAD, CORBYVILLE

The MP will include under either approach:

- Not less than two (2) 4 ft x 8 ft FOR SALE signs on the property usually located at the front of the property,
- The inclusion of this property on the Rogers & Trainor Commercial Realty Inc. Brokerage's website (www.rtc.com) noting of the availability of this Property complete with but not limited to:
- Aerial photos and Drone video footage,
- Detailed information marketing brochure noting all the salient facts of the property including, municipal services, conceptual building plans / design, zoning and other such pertinent property information including the potential for growth.
- The inclusion of this Property on not only the Kingston and Area Real Estate MLS which automatically allows access to the Ottawa and Toronto Multiple Boards but most effectively onto www.realtor.ca.
This latter site has proved very effective and is viewed Canada wide.



SIGNAL BREWERY, 87 RIVER ROAD, CORBYVILLE

DISSEMINATION OF THIS SALES OPPORTUNITY

- Internet web sites like Loopnet, and
- Target Marketing. This is a very important component of the marketing process and usually the most effective as it is specifically directly to known parties for this type of product.
- Dissemination of the marketing package to local and national commercial brokerages representing developers.
- May include advertising, using such print media as the Globe & Mail and other journals if applicable.

STRATEGY FOR PROPERTY SHOWINGS

All feedback will be shared with MNP Ltd. Positive items identified may be augmented and negative items, if any, will be reviewed with a view to minimize their impact with future showing(s).

FEEDBACK TO MNP LTD.

- The level of interest generated by way of the MP including such sites as the MLS® service and any comments from other real estate brokers who inquired on the property,
- All feedback provided to R&T.
- Any interest generated by way of this Marketing Sales plan and its Target marketing
- Any proposed changes to the MP.

We would suggest that within two (2) weeks of being awarded the listing mandate (information gathering process and preparing detailed packages) that we request offers with minimal or no conditions by no later than five (5) weeks from Notice of the sale being made public. .

MARKETING PLAN TIMELINE

Pre-Marketing Due Diligence and compiling all relative information on the property to include but not be limited to:

- Zoning Approvals
- Surveys and Site Plans
- ESA Reports, any supporting studies and reports such as roof reports etc. if any.
- Site Plans and Proposed Conceptual Designs
- Aerial photos and video
- Draft adds for any print media prepared
- Finalize property brochure

Marketing Period estimated to be Five (5) weeks dependent on timing of obtaining mandate and Seller's availability to respond to offers.

Offer Review will be approx. one (1) weeks maintaining a competitive bid environment and allowing for vetting of offers and the respective buyers. Depending on the number and quality of offers received, at the discretion of the seller a second round of negotiations may be warranted.



SIGNAL BREWERY, 87 RIVER ROAD, CORBYVILLE

MARKETING PLAN

This MP is flexible and collaboratively designed to sell the Property to qualified prospects at market rates supported by the Local Market and in the shortest time possible.

We, at Rogers & Trainor Commercial Realty Ltd, Brokerage, will work closely with you for our common objective.

A Marketing package will be specifically designed for this Property. It will be used to actively market this Property and for Target Marketing.

TERMS & COMPENSATION

Rogers & Trainor Commercial Realty Ltd (RTCR) is pleased to provide Brokerage and Advisory services to MNP Ltd. as per fees noted below:

The total commission payable for this project is Four percent (4%) of the final sale price plus applicable taxes (HST) with a listing mandate of Six (6) months.

This fee would be reduced to 3% if either Kostas Doulas or Laurence Trainor sell the property without the involvement of any other party/agent.

R&T will be solely responsible for any commission payments due to third party agents as a result of this sale should the same be applicable.

I trust the above information is to your satisfaction. Should you have any questions or require anything further please contact us.

Please contact:

Laurence Trainor (Broker)

Telephone: (613) 384-1997 ext. 11

Kostas Doulas (Broker of Record)

Telephone: (613) 384-1997 ext. 17



SIGNAL BREWERY, 87 RIVER ROAD, CORBYVILLE

TANKHOUSE DEVELOPMENTS INC.

Operating as Signal Brewery

86-87 River Road, Corbyville, County of Hastings, Ontario

Subject property contains three (3) parcels:

Parcel 1: 30,817.05 sq ft (0.707 acres) PIN# 405240678. Waterfront

2: 19,019.81 sq ft (0.437 acres) PIN# 405230202

3: 17,749.67 sq ft (0.407 acres) PIN# 405230199

Total site size: 1.551 acres

Area of improvements: 8,589 sqft inclusive of the restaurant and brewery, not including the patio. Restaurant is licensed for 370 people with an additional 300 seats on the patio. (TBC).

Services: Well and Septic, Electric and Gas Cylinders contained on Parcel site 2.

Zoning: General Industrial & MI-34-H Hazard. TBC that the "H" symbol has been satisfied.

MARKET VALUATION:

Based of the above information as provided I have approached market value using two of the three methods to value, namely the Income Approach and Market Sales Data.

Income Approach:

Given the quality of the improvements and based on my recent lease of a restaurant/pub I would suggest that it is reasonable to assume a fully Net market rental of \$22/sqft. This excludes having to rent Henry's Place which I think is not necessary.

Therefore, the Gross Annual Revenues would be expected to be \$188,958.

Without applying any further adjustments for such things as a vacancy/bad debt factor the NOI should therefore be \$189,000 (rounded).

However, given the nature of the business, the locational value and the time factor to return the business to full operational capacity I would employ a Capitalization Rate {Cap Rate} of not less than 8%.

This would suggest a market value of \$2,362,500.

The additional land (parcel 2 and 3) are required to support the operation of the business but maybe considered to add value of approximately \$93,000 (MPAC Value).

These values would therefore suggest a current market value of \$2.5 million (rounded)

MARKET DATA VALUE:

Unfortunately, there are a very limited number of restaurants/pubs that have sold and especially with a waterfront component to it, that have sold in recent years which is the only appropriate measure to value for the subject.

I have used two sales, one that took place in 2022 and the other in Nov 2020.



SIGNAL BREWERY, 87 RIVER ROAD, CORBYVILLE

Sale 1 was in Brockville at 15-19 Broad St., Brockville.

The entire site was 0.47 acres with improvements of 8,198 sq ft. This property operated as a waterfront restaurant and was located in downtown Brockville with full municipal services, adjacent to a municipal parking lot and next to a local tourist attraction (Aquarium) as well as a multi-storey condominium. It recently sold in August 2022 for \$1,715,500 (\$209.25/Sq ft).

Sale 2 is on Wolfe Island formerly known as the General Wolfe Hotel.

This property sold in November 23rd 2020 for \$1,250,000 and covered two parcels. The total site area was 78,716.40 sq ft (1.81 acres) with 175 ft of waterfront. The area of the improvements was 15,250 sq ft licensed for a total of 305 people. As part of the sale was a large waterfront lot, fully paved with boat slips available. The main building contained 10 hotel rooms and 2 three bed apartments as well as a fully equipped restaurant and pub. Based on improvements only the property sold for \$81.97 /sq ft.

SUMMARY:

With respect to Sale comp 2, I mentioned it only to demonstrate the difficulty of the market for this type of product, however Sale comp 1 is more reasonable in my opinion.

While the premises show very well, they are not on a high traffic location nor in the center of a sizable population. It is very much a destination business.

The attraction of holding larger events is good but these are less reliable or infrequent to build a business operation around. Also, without taking on the additional burden of leasing the adjacent building (Henry's Place) the opportunity of catering to a larger group may not be practical from a numbers perspective and the lack of deep-fat fryers as contained in Henry's Place.

The original concept, as I understand it was the creation of a brewery which could justify why they chose this location however this sort of business operation has struggled in all market without regards to the pandemic indeed many did see an increase in sales but the cost of distribution still remained the greatest challenge. The ongoing operation of the brewery section will take time and money.

The bar/restaurant and patio are very attractive and undoubtedly would be a "draw" for this type of business operation being a turn-key situation but its location and the ensuing difficulties of drinking and driving might also be an issue. Staffing also has been a universal problem for this type of business and the potential threat of further potential closures due the variants of Covid will all be considered by any buyer.

I mention all of this to demonstrate how any potential buyer will consider the property.

It will sell but the price will likely reflect these concerns which is why I would suggest that the final sale value will be closer to \$2.5 million with a 5% variance.

Should we be awarded the listing I would suggest a listing price of \$2.95 million with offer invited on or before a defined date. A listing at this value might attract higher offers.

I appreciate that this part of the report is based on very limited comparables but we feel sure that the final sale value is reasonable accurate.

Regards, Laurence

ltrainor@rtcr.com

Cell: 613-532-3141



4

PROPOSAL FOR REAL ESTATE BROKERAGE SERVICES

86-87 River Road, Corbyville, ON

PREPARED FOR:

MNP
LTD

John Haralovich, CIRP, LIT, CPA, CA, CMA
Senior Vice President
1600 Carling Avenue Suite 800
Ottawa, ON K1Z 1G3

BY: Cushman & Wakefield Kingston
September 12th, 2022



**CUSHMAN &
WAKEFIELD**



Section 1 Executive Summary	2
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• Valuation – Direct Sales Comparable Approach	10
• Valuation – Income Approach	13
• Value Conclusion / Recommendation	15
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SECTION 1

Executive Summary



Cushman & Wakefield Kingston (“C&W” or “Cushman & Wakefield”) is pleased to present this Proposal for Real Estate Brokerage Services to MNP Ltd. (the “Receiver”) and the Business Development Bank of Canada (the “Vendor”), together the “Client”, for the disposition of the asset located at 86-87 River Road, Corbyville, ON (the “Property”). This proposal is designed to highlight our understanding of the assignment, our qualifications to represent the Client, and our proven ability to facilitate a successful transaction. The key highlights of our submission are as follows:

Recommended Marketing Strategy

Cushman & Wakefield recommends the following general marketing strategy for the Property, detailed further in this Proposal:

- Market the Property (including business assets) for sale with an asking price of **\$3,295,000.00 on an as-is where-is basis without any representations or warranties;**
- Create a detailed and attractive property brochure, along with virtual tours, floor plans, and photos **to be produced at Cushman & Wakefield’s cost;**
- Widely market the Property to Cushman & Wakefield’s proprietary database of business owners, investors, and commercial occupiers;
- Market the Property using the Multiple Listing Service (MLS®) and cooperate with all buying brokers;
- Add “For Sale” signage to the Property in a suitable location and size – to be agreed upon;
- Deploy a dynamic social media and digital marketing campaign. Targeted social media ads and focused content will be created for Facebook, LinkedIn, and Twitter. All content will drive the audience to your personalized property listing on Cushman and Wakefield’s Kingston website. A visual email campaign to our prospects database will be followed by a targeted call campaign prioritizing engaged users;
- Distribute marketing materials to other regional Cushman & Wakefield offices including Kitchener/Waterloo, London, Toronto, Ottawa and Montreal;
- **Hold offers until mid-November, 2022 (exact date to be agreed upon) to ensure the Property has been widely and sufficiently marketed to the general public and any interested parties have had the opportunity to tour.**

Compensation

3.00% of the sale price of the Property, plus HST, if sold by the listing agent.

4.00% of the sale price of the Property, plus HST, if sold by a co-operating broker outside of the listing team as defined herein.

Payable on successful completion of a transaction.

The Disposition Team and Past Experience

This assignment will be led by the listing team of Peter Kostogiannis, Broker of Record and Scott Botting, Broker of Cushman and Wakefield Kingston. With a combined 50 years of commercial real estate advisory/brokerage the listing team has successfully completed sales for a wide range of clients including public and private companies, government agencies and institutions, **including power of sale and other court-ordered dispositions spanning all commercial asset classes.**

The listing team is uniquely qualified to act as your Broker and looks forward to the prospect of working on this assignment.

Sincerely,



Peter Kostogiannis
Broker of Record / President



Scott Botting, B.Comm
Broker

SECTION 2

Property Overview & Opinion of Value



Section 2 | Property Overview

Property Overview

Site Overview

PINs & Legal Descriptions:	PIN: 405240678 PT BLK A PL 61 THURLOW; PT PARSONAGE LT PL 44 THURLOW; PT 1 21R23923; BELLEVILLE; COUNTY OF HASTINGS PIN: 405230199 PT LT 4 PL 61 THURLOW; PT 4 21R23923; BELLEVILLE; COUNTY OF HASTINGS PIN: 405230202 PT LT 14 PL 44 THURLOW; PT LT 4 PL 61 THURLOW; PT EARLE STREET PL 61 THURLOW CLOSED BY RBL208, PT 3 21R23923; BELLEVILLE; COUNTY OF HASTINGS
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Total Site Area:	1.51 +/- acres (from Plan 21R-23923)
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Frontages (Est.):	87 River Rd. - 308.55 +/- feet 86 River Rd. - 201.21 +/- feet
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Zoning:	87 River Rd. - M1-33 & H (Hazard Zone) 86 River Rd. - M1-34
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Official Plan:	87 River Rd. – Open Space 86 River Rd. – Industrial Land Use & Residential Land Use
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Occupancy:	Owner occupied (Signal Brewery)
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Parking:	30 +/- spaces (gravel lot)
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Realty Taxes:	\$26,182.82 (2021)
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MPAC Assessed Value:	\$756,500.00 (2016 Assessed Value)
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Easements/ROW:	To be confirmed
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Building Overview

Gross Floor Area:	8,589 +/- sf (main/finished building) 1,000 +/- sf (unfinished storage building)
-------------------	-------------------------------------------------------------------------------------

Construction:	Formerly two separate warehouse-style buildings that have been linked and completely renovated. One-storey masonry construction with new concrete floor, a new roof, as well as new plumbing, electrical and HVAC. The exterior of the building has new doors and windows, and masonry has been repointed and repaired.
---------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

There is a smaller, 1000 +/- sf, stone building with an unimproved interior which is used for storage only.

Heating/AC:	In-floor hot-water (propane) heating system No air-conditioning
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Historically Designated:	To be confirmed
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Washrooms:	Staff, female, male, and accessible washroom facilities.
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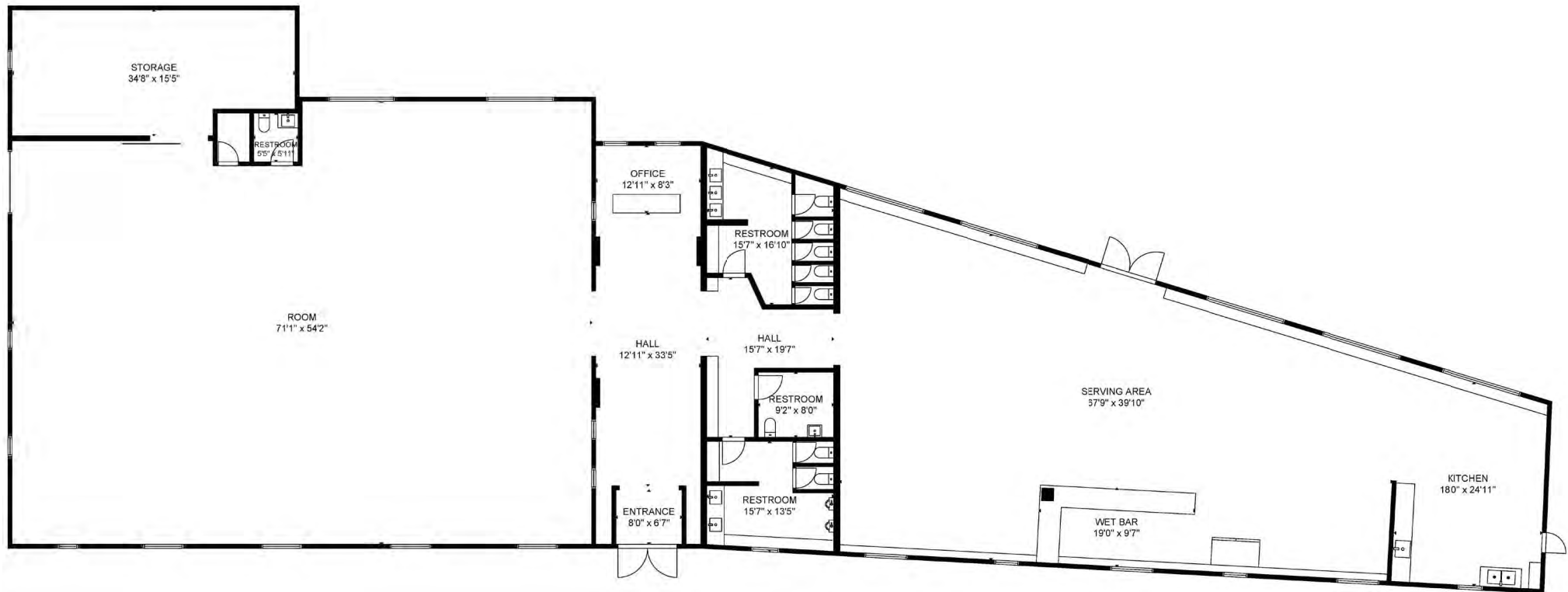
Existing Configuration:	The south end of the building is the manufacturing facility containing brewing tanks, loading area, etc. The middle/linked area houses the main entrance area. The northern section is improved with a large bar, washrooms, kitchen area, and access to the patio area overlooking the Moira River.
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Services	Well and Septic
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Section 2 | Property Overview

Property Overview

Floor Plan



Section 2 | Property Overview

Property Overview

Site Visit Photos – August 25, 2022

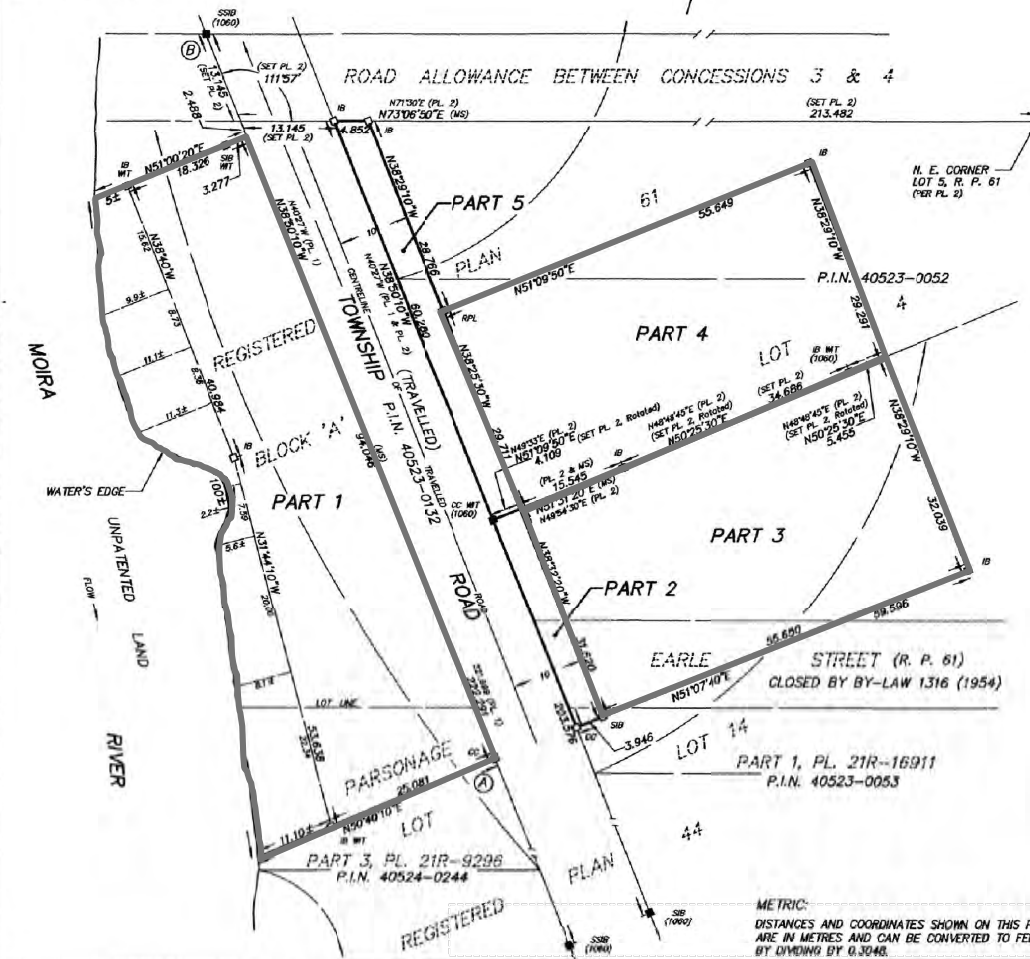


Section 2 | Property Overview

Property Overview

Survey

REGISTERED PART OF GRN
PART of PARSONAGE LOT and PART of LOT 14
REGISTERED PLAN 44
GEOGRAPHIC TOWNSHIP of THURLOW
CITY of BELLEVILLE
COUNTY of HASTINGS
SCALE 1 : 500
W. R. WOLLERMAN, O.L.S.



I REQUIRE THIS PLAN TO BE
DEPOSITED UNDER THE
LAND TITLES ACT.

FEB 11/13
DATE

W. R. WOLLERMAN
W. R. WOLLERMAN

PLAN 21R-23923
RECEIVED AND DEPOSITED

FEBRUARY 11, 2013
DATE

W. R. WOLLERMAN
LAND REGISTRAR FOR
THE LAND TITLES DIVISION OF
HASTINGS (P. 21)

SCHEDULE

PART	DESCRIPTION	PART/P.I.N.	AREA
1	PART OF BLOCK 'A', REGISTERED PLAN 61 & PART OF PARSONAGE LOT, REGISTERED PLAN 44	40524-0244	0.27 ± ha.
2	PART OF LOT 4 & PART OF EARLE STREET (CLOSED BY BY-LAW 1316 (1954))	40523-0053	0.013 ha.
3	REGISTERED PLAN 61 & PART OF LOT 14, REGISTERED PLAN 44	40523-0053	0.177 ha.
4	PART OF LOT 4, REGISTERED PLAN 61	40523-0052	0.165 ha.
5		40523-0052	0.026 ha.

INTEGRATION COORDINATE TABLE

POINT ID	NORTHING	EASTING
A	4898970.801	309302.343
B	4899056.232	309233.563

ALL COORDINATES ARE IN METRES, ARE RELATED TO UTM ZONE 18
(75° WEST LONGITUDE) NAD83 (CSRS) AND HAVE A RELATIVE ACCURACY
FOR THE REQUIREMENTS OF RURAL AREA AT A 95% CONFIDENCE LEVEL.
COORDINATES CAN NOT, IN THEMSELVES, BE USED TO RE-ESTABLISH
CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

NOTE

BEARINGS ARE UTM GRID, DERIVED FROM STATIC GPS OBSERVATIONS
THAT ARE TRANSFERRED TO MONUMENTS A AND B, SHOWN HEREON HAVING
A GRID BEARING OF N38°50'10"W, NAD83 (CSRS) AND ARE REFERRED TO
THE CENTRAL MERIDIAN OF UTM ZONE 18 (75° WEST LONGITUDE).
TO CONVERT GRID BEARINGS TO LOCAL ASTRONOMIC BEARINGS ROTATE
1°37'00" COUNTER-CLOCKWISE.
DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING
BY THE COMBINED SCALE FACTOR OF 1.0000368.
TIES TO WATER'S EDGE ARE PERPENDICULAR TO TRAVERSE LINES
UNLESS OTHERWISE NOTED.

LEGEND (IF APPLICABLE)

SYMBOL	DENOTES	SURVEY MONUMENT	PLANTED FOUND
IB	IRON BAR		
SSB	STANDARD IRON BAR		
RPL	SHORT STANDARD IRON BAR		
CC	ROCK PLUG		
PL	CUT CROSS		
R.P.	REGISTERED PLAN		
MS	MEASURED		
WT	WITNESS		
PL 1	PLAN 21R-9295		
PL 2	PLAN 21R-16911		

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 16th DAY OF JANUARY, 2013.

JANUARY 28, 2013
Date

W. R. WOLLERMAN
W. R. WOLLERMAN
ONTARIO LAND SURVEYOR

W. R. WOLLERMAN SURVEYING INC.
ONTARIO LAND SURVEYOR
P. O. BOX 23982
BELLEVILLE, ONTARIO K8P 5J3 (613) 242-0412

12-3707

Direct Sales Comparison Approach

Generally, our first method of estimating the market value of a property is to carry out the Direct Sales Comparison Approach. This approach makes comparisons of a subject property to similar properties that have recently transacted at arms length on the open market and adjusting for any superior and/or inferior characteristics. This is a challenging exercise for the Property because there are no recent sales of properties, that we have been able to identify, that we would deem to be sufficiently comparable.

As identified above, the Property is zoned for industrial uses under the M1-33 and M1-34 designations, with a site-specific amendment allowing for the current operations of an assembly hall, patio, and retail commercial establishment, in addition to the main brewing/manufacturing permitted use. The Property shouldn't be compared to a typical retail/restaurant site because restaurant does not seem to be a permitted use, and while designated industrial, it has the main building has been renovated and improved far beyond a typical industrial building.

The market for smaller industrial buildings in the 5,000 to 10,000 square-foot range has been strong over the last few years and we expect it will remain resilient. Values for this profile of property have fairly consistently fallen in the range of \$150 to \$200 per square foot of building area. As an example, the following property which is a newer butler-style industrial building sold in Trenton, ON for \$194.44 per square foot.

181 North Murray Street, Trenton



List Price: \$1,015,000.00
Closing Date: September 2021
Type: Industrial
Floors: 1
Lot Size: 108,900 +/- sf

Sale Price: \$1,050,000.00 (**\$194.44 psf**)
Days on Market: 109 +/-
of Units: 1
Gross Floor Area: 5,400 +/- sf
Parking Spaces: Ample

In our opinion the Property's market value is greater than \$194.44 due to the level of improvements that have been undertaken and the site-specific zoning that's been achieved to allow for assembly and retail uses.

We broadened our search widely throughout the Ontario market to try identifying any sales of similar properties/buildings that have been improved specifically for brewery or alike uses. The only match that presented itself is a property located in Cambridge, ON, located at 295 Ainsley Street S. – see below:

295 Ainslie Street South, Cambridge



List Price: \$2,000,000.00

Closing Date: March 2021

Type: Brewery

Floors: 1

Lot Size: 63,625 +/- sf

Sale Price: \$1,800,000.00 (**\$241.77 psf**)

Days on Market: 124 +/-

of Units: 1

Gross Floor Area: 7,445 +/- sf

Parking Spaces: 37 +/- at rear of building

This building is very similar to the Property in size and use, and both have histories of being notable manufacturing facilities within their communities. 295 Ainslie St. S. was home of Galt Knife Company for nearly 100 years before being repurposed as a brewery. The building contains brewery operations as well as an assembly area / tap room; however, it does not have a patio area and is not finished to the quality which the subject Property is. While inferior in build quality, it has a medium-density residential zoning, it has municipal services, and it's located in a larger urban center with a Cambridge population of approximately 140,000, and up to 630,000 if you include the greater Waterloo region. This property was purchased for \$241.77 psf by another brewery operator. It is not clear what amount and value of brewery equipment was included in the sale; however, based on listing photos it is assumed there was less equipment, and was of inferior condition overall. If we apply this per-square-foot price to the Property (9,589 sf x \$241.77 psf), it produces a value of \$2,300,000.00, rounded. In our opinion the market value of the Property together with the business assets is greater than \$2,300,000.00.

We know the Property and the business assets have been on the market (including MLS®) for approximately 200 days. Starting with an asking price of \$4,950,000.00, the price has been reduced four times, and since June 28, 2022 the Property has been listed with an asking price of \$3,450,000.00. Unless there is a qualified prospective buyer who is ready to make an offer now, we believe it would be an appropriate time to reduce the asking price to and “relaunch”

the opportunity with a new marketing campaign. We suggest a list price of \$3,295,000.00. Within this price point there is a value of the real estate and a value of the business assets (equipment, chattels, inventories, vendor and client lists/contracts, goodwill, etc.). We are not privy to what the current value of the business assets are. We have reviewed the financial statements for the operating business, Tankhouse Developments Inc., and based on the information we have available to us it doesn't look like the business has been able to grow into a profitable venture. With this said, our goal as the listing brokerage will be to secure a buyer that can capitalize on the existing infrastructure and equipment which will lead to the highest purchase price, in our opinion.

If the building was not going to be continued as brewery the existing zoning would permit other manufacturing and/or warehousing uses, retail uses, and assembly hall uses, which is defined as purposes such *"as meetings for civic, educational, political, religious or social purposes and shall include a banquet hall, private club or fraternal organization."*

Income Approach

The Income Approach method of valuation takes the perspective of an investor who is interested in purchasing a property for its cashflow potential and overall return on investment. Such an investor will estimate the net operating income that the property can generate net of all expenses and will apply a market capitalization rate in order to establish an estimate of market value. The capitalization rate utilized is generally reached based on market trends/rates for the property type, property-specific risk factors, and investment return expectations. This methodology is typically used by appraisers and lenders to establish market value.

The following approach assumes the Subject Property will be continued to be utilized solely as specialty manufacturing, retail or assembly uses and operated/leased on a net and carefree basis with tenant(s) being responsible for all taxes, insurance and operating expenses of the property. This approach does not account for the value of any brewery equipment.

STEP 1: DETERMINE THE NET OPERATING INCOME

Annual Base Rent – Main Building	\$15.00 psf x 8,589 sf	\$128,835
Annual Base Rent – Storage Building	\$5.00 psf x 1,000 sf	\$5,000
Annual Additional Rent (Estimated)	\$6.00 psf x 9,589 sf	<u>\$57,534</u>
Gross Potential Income		\$191,369
Less: Vacancy & Credit Loss	(5.00% of GPI)	<u>\$9,568</u>
Effective Gross Income		\$181,801
Estimated Operating Expenses	\$6.00 psf x 9,589 sf	<u>\$57,534</u>
Net Operating Income		\$124,267

Income Approach

STEP 2: APPLY A MARKET CAPITALIZATION RATE

Market Capitalization Rate	Net Operating Income	Estimated Market Value
7.00%	\$124,267	\$1,775,243

Based on the Income Approach it is our opinion that the Property's current market value is approximately \$1,775,000.00 (rounded)

This valuation does not include a value for the existing business assets and assumes a purchaser/investor has an immediate use/tenant for the property who can utilize the existing improvements. We have not accounted for holding periods, brokerage fees, tenant inducements, or alterations, all of which prudent investors would most likely budget for in their internal evaluations.

In our opinion the likely buyer profile for this property is an owner-user, not an investor, so we give less weight to the Income Approach.

Conclusion / Recommendation

The Property is unique to the Belleville/Quinte area as it's an industrial site which has been invested in heavily in order to function specifically as a brewery, retail and assembly hall use with a large picturesque patio space.

It is our opinion that the likely buyer for the Property is an owner-user who intends to utilize the existing infrastructure and either grow the existing business or start fresh with their own brewery brand. We have provided some sales data for properties that have sold, as reference points; however, we don't believe sufficient market data (of similar properties) exists in order to conclude with confidence what the current market value of the Property is. The Property has been widely exposed on the market (including on MLS®) for nearly 200 days and the listing price has been reduced four times. The current listing price of \$3,450,000.00 has been in place since June 28, 2022. Our recommendation is to relaunch the listing, utilizing all the marketing efforts detailed herein, with an asking price of:

\$3,295,000.00

The existing business should continue to operate during the marketing period, if possible, and the above asking price would include all assets of the business.

SECTION 3

Marketing Strategy



Overview

The key to a successful marketing campaign is proper preparation of marketing material and a comprehensive strategy. The more information provided to the market, the better the quality of bids received and the shorter the conditional period will be. The total estimated time that we will require from signing of a mandate to introducing the Property the market approximately two (2) weeks. This preparation period will be used to create all marketing materials including **professional photography, virtual tours and floor plans**, define a targeted initial prospects list, create a data room of property details and reports, and set a clear process for arranging property tours.

Marketing Efforts & Exposure

- Offer the Property to the market with the approved asking price.
- Create a full-colour marketing brochure with photos, floor plans, links to virtual tours, and highlights of the Property for distribution and publishing to our website (www.cushmanwakefieldkingston.com).
- Install a For Sale sign on the property in a location to be agreed upon.
- Create a Dropbox data room for sharing of large files such as building plans, environmental reports, deeds, etc. A confidentiality agreement to be collected prior to releasing sensitive information, if any.
- Post the listing to the Multiple Listing Service (MLS®) and cooperate with other brokerages who might be working with potential buyer-clients.
- Send marketing materials to our internal targeted database of buyer prospects and perform regular follow-up calls.
- Inform regional Cushman & Wakefield offices of the opportunity.
- Deploy a dynamic social media and digital marketing campaign. Targeted social media ads and focused content will be created for Facebook, LinkedIn, and Twitter. All content will drive the audience to your personalized property listing on Cushman and Wakefield's Kingston website. A visual email campaign to our prospects database will be followed by a targeted call campaign prioritizing engaged users
- **We would recommend holding review of offers mid-November, 2022 (exact date to be agreed upon) to ensure the Property has been widely and sufficiently marketed to the general public and any interested parties have had the opportunity to tour the facilities.**



Section 2 | Marketing Strategy

Sample Marketing Material

Brochure



For more information, please contact:

Peter Kostoglakis
Broker of Record/President
613-542-2724 ext. 24
peter.kostoglakis@cushwake.com

Scott Belling, B. Comm
Sales Representative
613-542-2724 ext. 33
scott.belling@cushwake.com

Cushman & Wakefield Kingston
78 Brock Street
Kingston, ON K7L 1R9
www.cushmanwakefieldkingston.com

Total Building Area 21,359 +/- sq ft plus basement area of 5,255 +/- sq ft
Lot Area 0.16 +/- acres (6,953 +/- sq ft)

Asking Price
Realty Tax
Possession
Zoning
Official Plan
Parking



FOR SALE

HISTORIC DOWNTOWN REDEVELOPMENT OPPORTUNITY
168 WELLINGTON STREET, KINGSTON

CUSHMAN & WAKEFIELD
Kingston

Website



CUSHMAN & WAKEFIELD Kingston

SERVICES PROPERTIES RESEARCH NEWS ABOUT CAREERS

TOLL FREE 1-800-842-2724

GLOBAL CONNECTIONS
LOCAL FOCUS

Our local focus on commercial real estate means that we set the standard for best practices across our region and around the globe.

CUSHMAN & WAKEFIELD Kingston

SERVICES PROPERTIES RESEARCH NEWS ABOUT CAREERS

TOLL FREE 1-800-842-2724

COMMERCIAL PROPERTY

Map

NEED HELP FINDING A PROPERTY? SIGN UP FOR PROPERTY ALERTS

REFINE YOUR SEARCH

Property Type
☐ Industrial
☐ Commercial
☐ Office
☐ Retail
☐ Multi-Family

Property Type: Industrial
Address: 1000 Highway 100, Kingston, ON
Price: \$1,200,000

Property Type: Commercial
Address: 1000 Highway 100, Kingston, ON
Price: \$1,200,000

Property Type: Office
Address: 1000 Highway 100, Kingston, ON
Price: \$1,200,000

Signage



CUSHMAN & WAKEFIELD
Kingston

FOR SALE

613 542 2724

cushmanwakefieldkingston.com

Cushman & Wakefield Kingston is a Real Estate Brokerage
incorporated and licensed in the Province of Ontario, Canada

SECTION 4

C&W Sales Team & Relevant Experience



SECTION 4 | C&W SALES TEAM & EXPERIENCE

Recent Transactions

Cushman & Wakefield has an industry wide reputation for helping clients achieve their long-term business goals. We provide advisory and execution services to clients engaged in buying, selling, investing in, financing, or building real estate. As further explained herein, Cushman & Wakefield has extensive experience in the disposition and acquisition of real estate across Ontario. Below are some relevant transactions brokered by the Cushman & Wakefield Kingston sales team:

100 Innovation Drive



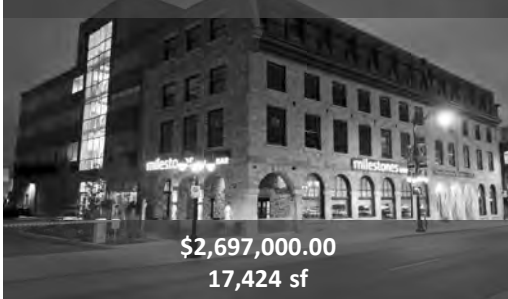
90 Johnson Street



299 Concession Street



27 Princess Street



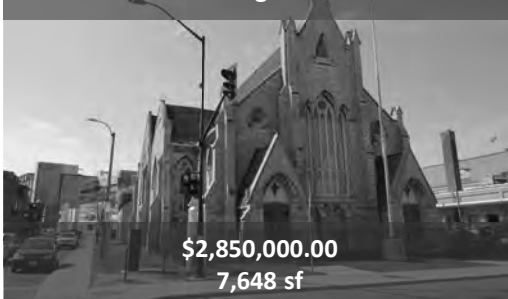
1000 Gardiners Road



516 O'Connor Drive



126 Wellington Street



235 Brock Street



33 Brock Street



**Peter Kostogiannis**

Broker of Record/President
78 Brock Street, Kingston ON K7L 1R9
Direct 613 542 2724 x 24
Mobile 613 329 4880
peter.kostogiannis@cwkingston.com

Professional Expertise

Peter Kostogiannis is Broker of Record/President of Cushman & Wakefield Kingston. A Real Estate Broker in the ICI (Industrial-Commercial-Institutional) sector since 1984, Peter specializes in full-service real estate solutions.

For over 35 years, Peter has demonstrated his versatility in serving his clients in all sectors – retail, development lands, office, industrial, multi-residential and investment sales - facilitating complex deals, and leveraging his in-depth market knowledge and local, national and international contacts on their behalf.

Professional Affiliations

- International Council of Shopping Centers (ICSC)
- Kingston Area Real Estate Board (KAREA)
- Ontario Real Estate Association (OREA)
- Canadian Real Estate Association (CREA)
- Real Estate Council of Ontario (RECO)

Community Leadership

- Corporate Sponsor (in conjunction with the United Way), Push for Change
- President (Past), Kingston Family YMCA
- Board of Directors Member (Past), Greek Orthodox Metropolis of Canada
- President (Past), Canadian Diabetes Association (Kingston)

**Scott Botting, B. Comm**

Broker

78 Brock Street, Kingston ON K7L 1R9

Direct 613 542 2724 x 33

Mobile 613 888 8664

scott.botting@cwkingston.com

Professional Expertise

Scott joined Cushman & Wakefield Kingston in 2008 following graduation from Queen's University with a Bachelor of Commerce (Honours) degree. Since joining the Cushman & Wakefield Kingston team, Scott has developed comprehensive knowledge and experience in the intricacies of selling and leasing retail, office, industrial and investment properties throughout Eastern Ontario.

Scott offers a strong skillset of financial evaluation, modelling and analysis abilities that clients can rely on and benefit from when making important real estate decisions.

Scott focuses his efforts on understanding the needs of his clients and ensures that they receive the most current market information to assist them in making timely and strategic real estate decisions.

Professional Affiliations

- Kingston Area Real Estate Board (KAREA)
- Ontario Real Estate Association (OREA)
- Canadian Real Estate Association (CREA)
- Real Estate Council of Ontario (RECO)

Community Leadership

- Downtown Development Committee, Downtown Kingston! Business Improvement Association

SECTION 5

Compensation Structure



Compensation Structure

Assignment:	Advisory and Disposition Services
Mandate:	MLS® Listing – Property sold on an “as is where is” basis without any representations or warranties.
Term of Engagement:	6 Months
Success Fee:	<p>3.00% of the sale price of the Property, plus HST, if sold by the listing agent.</p> <p>4.00% of the sale price of the Property, plus HST, if sold by a co-operating broker outside of the listing team as defined herein.</p> <p>Payable on successful completion of a transaction.</p>
Marketing Costs:	Direct marketing costs including brochures, website postings and digital marketing, creation of a virtual tour, photos, and floor plans, signage, and MLS® postings shall be borne solely by the listing team.

Peter Kostogiannis, Broker of Record
President
T: 613 542 2724 x 24
E: peter.kostogiannis@cwkingston.com

Scott Botting, B. Comm
Broker
T: 613 542 2724 x 33
E: scott.botting@cwkingston.com

Cushman & Wakefield Kingston,
Brokerage
78 Brock Street
Kingston, ON
K7L 1R9
(613) 542-2724



5



Listing Agreement - Commercial

Seller Representation Agreement

Authority to Offer for Sale

This is a Multiple Listing Service® Agreement



OR

This Listing is Exclusive

EXCLUSIVE:



BETWEEN:

BROKERAGE: Cushman & Wakefield Kingston

(the "Listing Brokerage") Tel. No. 613 542 2724

SELLER: MRP LTD. court appointed Receiver of Tankhouse Developments Inc.

(the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as 86-87 River Road

Corbyville, ON K0K 1V0

(the "Property")

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

commencing at 12:01 a.m. on the 21st day of September, 2022

until 11:59 p.m. on the 20th day of March, 2023 (the "Listing Period"),

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

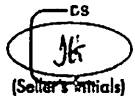


to offer the Property for sale at a price of:

Three Million Two Hundred Ninety-Five Thousand Dollars (\$CDN) 3,295,000.00

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

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



1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):

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

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

of 4.00 % of the sale price of the Property or 3.00% if there is no co-operating broker representing

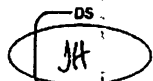
the Buyer.

for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period, as may be acceptable to the Seller.

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):



The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of 1.00 % of the sale price of the Property or

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

the Seller's behalf within 180 days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

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

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

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

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

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

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

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

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

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

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

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

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


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

INITIALS OF LISTING BROKERAGE:

DS
SDB

INITIALS OF SELLER(S):

DS
JA

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

INITIALS OF LISTING BROKERAGE:

DS
SDB

INITIALS OF SELLER(S):

DS
JA

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

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

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

(Does)

(Does Not)

- 13. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 14. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 15. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 16. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time.
- 17. SCHEDULE(S)** and data form attached hereto form(s) part of this Agreement.

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

Scott Botting 19-Sep-2022 Scott Botting
(Authorized to bind the Listing Brokerage) (Date) (Name of Person Signing)

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

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

MAP LTD. court appointed Receiver of Tankhouse Developments Inc.
(Name of Seller) DocuSigned by:

Per: John Karalovich, for MAP LTD. 19-Sep-2022
(Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)

(Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)

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

(Spouse) (Seal) (Date) (Tel. No.)

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record Scott Botting
(Name of Salesperson/Broker/Broker of Record)
hereby declares that he/she is insured as required by REBBA.

DocuSigned by:
Scott Botting
(Signature of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of 19-Sep-2022

this Agreement on the day of, 20

John Karalovich, for MAP LTD. 19-Sep-2022
(Signature of Seller) (Date)

(Signature of Seller) (Date)

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SIGNAL BREWERY 86-87 RIVER ROAD, CORBYVILLE MARKETING PROPOSAL




**Rogers
& Trainor**
Commercial Realty Inc.
Brokerage

WWW.RTCR.COM


KOSTAS DOULAS

Broker of Record

 kdoulas@rtcr.com

 613-539-4444


 20 Gore Street, Suite 102
Kingston, Ontario K7L 2L1


 613-384-1997


LAURENCE TRAINOR

Broker

 ltrainor@rtcr.com

 613-532-3141

 20 Gore Street, Suite 102
Kingston, Ontario K7L 2L1

 613-384-1997

All information provided is deemed reliable but is not guaranteed and should be independently verified.

SIGNAL BREWERY, 87 RIVER ROAD, CORBYVILLE

INTRODUCTION

Rogers & Trainor Commercial Realty Inc. (RTCR) is pleased to have been provided with the opportunity to assist MNP Ltd. with the sale of the property located at 87 River Road in Corbyville Ontario.

Rogers & Trainor Commercial Realty Inc., Brokerage office is located in Kingston, Ontario.

Rogers & Trainor was founded in 1997 by Marilyn Rogers and Laurence Trainor as a real estate brokerage trading exclusively in commercial real estate.

Our mission is to create value for our clients by combining extensive local knowledge and experience with established national relationships and marketing strategies.

Our team of twelve real estate professionals are dynamic, experienced and dedicated to providing each client with the best solution for their commercial real estate needs.

We approach all of our listings as a team effort and believe in building long-term relationships by employing high ethical standards with the objective of exceeding our clients' expectations.



SIGNAL BREWERY, 87 RIVER ROAD, CORBYVILLE

Purpose of the Marketing Sales Plan (the “MP”)

The purpose of the MP is to:

- Document the MP in clear language of the various components so as to effectively sell the Property,
- Develop a framework to allow the MP to be adapted and provide feedback to MNP Ltd., and, above all, espouse our common objective to sell the Property as efficiently as possible while realizing the maximum value.

The Marketing Plan (the “MP”)

It is our considered opinion that while there are basically two marketing approaches for this Property, namely the more Traditional Approach and a more Time sensitive approach using the Request for Proposals (RFP) by an agreed date. R&T have employed this latter method within the last years very effectively for a number of projects on behalf of such groups as BDC, Queens University, Kingston's Hotel Dieu Hospital, Limestone School Board as well as many private investors. In this approach we use all available media. This method requires a very intensive marketing plan that involves a detailed marketing package that allows interested parties to make a valued assessment of the Property within a defined timeframe, recognising that it is a competitive bid situation.

During this process we provide all qualified parties, after the execution of a Confidentiality Agreement, with as much detailed information as possible that should allow any Buyer to make an informed decision with the minimum of conditions. The marketing of the property has to be national not just provincial and has to reach as many likely interested parties. This approach is recommended for a property that we regard as desirable and in good operational condition.

It is hoped that with the correct marketing that we should attract multiple offers in the shortest time frame. It also represents the fairest method to all parties and hopefully attract the maximum sale value. The MP is a multifaceted plan implemented concurrently.

The MP will also be reviewed on an ongoing basis to determine its effectiveness. This review with MNP Ltd., will also identify changes to the MP if required to achieve our objective.

Our marketing initiatives will help to deliver maximum exposure for the property. A combination of internet (online), Social media, Industry sector databases, Commercial realtor network with which Rogers and Trainor has a close working relationship with most of the national and international commercial real estate brokerages such as, CBRE, Jones Lang Lasalle, Colliers International and Avison Young) investor network both working collaboratively and representing some of their clients in our unique market.

While the sale of Restaurant/Pubs/Hotels etc have historically been difficult especially over the last couple of years we are fortunate to have achieved some success in this type of commercial real estate.



SIGNAL BREWERY, 87 RIVER ROAD, CORBYVILLE

The MP will include under either approach:

- Not less than two (2) 4 ft x 8 ft FOR SALE signs on the property usually located at the front of the property,
- The inclusion of this property on the Rogers & Trainor Commercial Realty Inc. Brokerage's website (www.rtc.com) noting of the availability of this Property complete with but not limited to:

- Aerial photos and Drone video footage,
- Detailed information marketing brochure noting all the salient facts of the property including, municipal services, conceptual building plans / design, zoning and other such pertinent property information including the potential for growth.
- The inclusion of this Property on not only the Kingston and Area Real Estate MLS which automatically allows access to the Ottawa and Toronto Multiple Boards but most effectively onto www.realtor.ca.

This latter site has proved very effective and is viewed Canada wide.



SIGNAL BREWERY, 87 RIVER ROAD, CORBYVILLE

DISSEMINATION OF THIS SALES OPPORTUNITY

- Internet web sites like Loopnet, and
- Target Marketing. This is a very important component of the marketing process and usually the most effective as it is specifically directly to known parties for this type of product.
- Dissemination of the marketing package to local and national commercial brokerages representing developers.
- May include advertising, using such print media as the Globe & Mail and other journals if applicable.

STRATEGY FOR PROPERTY SHOWINGS

All feedback will be shared with MNP Ltd. Positive items identified may be augmented and negative items, if any, will be reviewed with a view to minimize their impact with future showing(s).

FEEDBACK TO MNP LTD.

- The level of interest generated by way of the MP including such sites as the MLS® service and any comments from other real estate brokers who inquired on the property,
- All feedback provided to R&T.
- Any interest generated by way of this Marketing Sales plan and its Target marketing
- Any proposed changes to the MP.

We would suggest that within two (2) weeks of being awarded the listing mandate (information gathering process and preparing detailed packages) that we request offers with minimal or no conditions by no later than five (5) weeks from Notice of the sale being made public. .

MARKETING PLAN TIMELINE

Pre-Marketing Due Diligence and compiling all relative information on the property to include but not be limited to:

- Zoning Approvals
- Surveys and Site Plans
- ESA Reports, any supporting studies and reports such as roof reports etc. if any.
- Site Plans and Proposed Conceptual Designs
- Aerial photos and video
- Draft adds for any print media prepared
- Finalize property brochure

Marketing Period estimated to be Five (5) weeks dependent on timing of obtaining mandate and Seller's availability to respond to offers.

Offer Review will be approx. one (1) weeks maintaining a competitive bid environment and allowing for vetting of offers and the respective buyers. Depending on the number and quality of offers received, at the discretion of the seller a second round of negotiations may be warranted.



SIGNAL BREWERY, 87 RIVER ROAD, CORBYVILLE

MARKETING PLAN

This MP is flexible and collaboratively designed to sell the Property to qualified prospects at market rates supported by the Local Market and in the shortest time possible.

We, at Rogers & Trainor Commercial Realty Ltd, Brokerage, will work closely with you for our common objective.

A Marketing package will be specifically designed for this Property. It will be used to actively market this Property and for Target Marketing.

TERMS & COMPENSATION

Rogers & Trainor Commercial Realty Ltd (RTCR) is pleased to provide Brokerage and Advisory services to MNP Ltd. as per fees noted below:

The total commission payable for this project is Four percent (4%) of the final sale price plus applicable taxes (HST) with a listing mandate of Six (6) months.

This fee would be reduced to 3% if either Kostas Doulas or Laurence Trainor sell the property without the involvement of any other party/agent.

R&T will be solely responsible for any commission payments due to third party agents as a result of this sale should the same be applicable.

I trust the above information is to your satisfaction. Should you have any questions or require anything further please contact us.

Please contact:

Laurence Trainor (Broker)

Telephone: (613) 384-1997 ext. 11

Kostas Doulas (Broker of Record)

Telephone: (613) 384-1997 ext. 17



SIGNAL BREWERY, 87 RIVER ROAD, CORBYVILLE

TANKHOUSE DEVELOPMENTS INC.

Operating as Signal Brewery

86-87 River Road, Corbyville, County of Hastings, Ontario

Subject property contains three (3) parcels:

Parcel 1: 30,817.05 sq ft (0.707 acres) PIN# 405240678. Waterfront

2: 19,019.81 sq ft (0.437 acres) PIN# 405230202

3: 17,749.67 sq ft (0.407 acres) PIN# 405230199

Total site size: 1.551 acres

Area of improvements: 8,589 sqft inclusive of the restaurant and brewery, not including the patio. Restaurant is licensed for 370 people with an additional 300 seats on the patio. (TBC).

Services: Well and Septic, Electric and Gas Cylinders contained on Parcel site 2.

Zoning: General Industrial & MI-34-H Hazard. TBC that the "H" symbol has been satisfied.

MARKET VALUATION:

Based of the above information as provided I have approached market value using two of the three methods to value, namely the Income Approach and Market Sales Data.

Income Approach:

Given the quality of the improvements and based on our experience of recent leases of restaurant/pubs, I would suggest that it is reasonable to assume a fully Net market rental of \$20/sq ft especially when considering the utility of having a large seasonal patio available and all the chattels and fittings.

Therefore, the Gross Annual Revenues based on 8,589 sqft would be expected to net \$171,780.

Without applying any further adjustments for such things as a vacancy/bad debt factor or even management, the NOI would therefore be approx. \$172,000 (rounded).

However, given the nature of the business, its locational value and the time factor to return the business to full operational capacity we would employ a Capitalization Rate {Cap Rate} of no less than 8%.

Since the original listing of this property, the Cap Rates have increased, and trends would suggest that this will continue to increase for 2023/2024.

Therefore, it is our estimate that the market value by this method will be \$2,147,250.

We must factor in the use of the additional land (parcel 2 and 3) that is required to support the operation of the business (parking) and would render an additional value of \$93,000 (MPAC value).

Therefore, the current market value should be \$2,240,250.

MARKET DATA VALUE:

Unfortunately, there are a very limited number of restaurants/pubs (especially with a waterfront component to them) that have sold in recent years. In the last 12 months, we have not been aware of any new sales.

We have used two sales both reasonably applicable to the subject, one that took place in 2022 and the other in Nov 2020.



SIGNAL BREWERY, 87 RIVER ROAD, CORBYVILLE

Sale 1 was in Brockville at 15-19 Broad St., Brockville.

The entire site was 0.47 acres with improvements of 8,198 sq ft. This property operated as a waterfront restaurant and was located in downtown Brockville with full municipal services, adjacent to a municipal parking lot and next to a local tourist attraction (Aquarium) as well as a multi-storey condominium. It recently sold in August 2022 for \$1,715,500 (\$209.25/sq ft).

Sale 2 is on Wolfe Island formerly known as the General Wolfe Hotel.

This property sold in November 23rd 2020 for \$1,250,000 and covered two parcels. The total site area was 78,716.40 sq ft (1.81 acres) with 175 ft of waterfront. The area of the improvements was 15,250 sq ft licensed for a total of 305 people. As part of the sale was a large waterfront lot, fully paved with boat slips available. The main building contained 10 hotel rooms and 2 three bed apartments as well as a fully equipped restaurant and pub. Based on improvements only the property sold for \$81.97 /sq ft.

SUMMARY:

With respect to Sale comp 2, we mentioned it only to demonstrate the difficulty of marketing for this type of product, however Sale comp 1 is more reasonable in my opinion. We should add that this comparable property is in an inferior condition to the Subject but superior in locational value, which still makes it acceptable for market comparison.

The Subject property shows very well and has an attractive patio albeit for seasonal use only; it is located in a low traffic area without the benefit of a sizable residential population to support its operation.

It is very much a destination business best suited to weddings and special events which are limited. It should be noted that the Property has been exposed to the market since September 2022 without a successful sale regardless of there being numerous offers.

With respect to Sale comp 2, we mentioned it only to demonstrate the difficulty of marketing for this type of product, however Sale comp 1 is more reasonable in my opinion. We should add that this comparable property is in an inferior condition to the Subject but superior in locational value, which still makes it acceptable for market comparison.

The Subject property shows very well and has an attractive patio albeit for seasonal use only; it is located in a low traffic area without the benefit of a sizable residential population to support its operation.

It is very much a destination business best suited to weddings and special events which are limited. It should be noted that the Property has been exposed to the market since September 2022 without a successful sale regardless of there being numerous offers.

It is our opinion that to affect a sale will require aggressive pricing and marketing. We pride ourselves on screening all buyers to ensure they are qualified both financially and with the appropriate business experience.

If the Property is not sold in the next 3 months, it may be the Spring of 2024 before another opportunity presents itself or a substantial price reduction will likely be required if a sale is affected in the meantime.



SIGNAL BREWERY, 87 RIVER ROAD, CORBYVILLE

The original concept as we understand it was to create a brewery with an attached pub/restaurant however with very few exceptions very few such operations have been successful, with the cost of distribution being the greatest challenge and getting it into outlets.

The bar/restaurant and patio are very attractive and undoubtedly would be a “draw” for an experienced operator especially given that it is being sold as a turn-key situation. It will however take a few years to build a loyal and strong customer base.

We would therefore suggest that the final sale value will be closer to \$2.3 million with a 5% variance.

Should we be awarded the listing I would suggest a listing price of not more than \$2.4 million with offers possibly being invited on or before a new defined date. A listing at this value might even attract higher offers, however ensuring the Buyer’s ability to purchase will be a priority for us.

We appreciate that this part of the report is based on very limited comparables but we feel sure that the final sale value is reasonably accurate.

Regards,
Laurence

Laurence Trainor
Broker
ltrainor@rtcr.com
Cell: 613-532-3141

Kostas Doulas
Broker of Record
kdoulas@rtcr.com
613-384-1997 ext. 17



7



Form 520

for use in the Province of Ontario

Listing Agreement - Commercial Seller Representation Agreement Authority to Offer for Sale

This is a Multiple Listing Service® Agreement



(Seller's Initials)

OR

This Listing is Exclusive

EXCLUSIVE



(Seller's Initials)

BETWEEN:

BROKERAGE: Rogers & Trainor Commercial Realty Inc., Brokerage

102-20 Gore St

(the "Listing Brokerage") Tel. No. (613) 384-1997

MNP LTD. SOLELY IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF TANKHOUSE DEVELOPMENTS INC.

SELLER: (the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as 86-87 River Road

Corbyville

ON

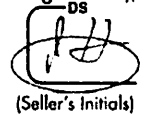
(the "Property")

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

commencing at 12:01 a.m. on the 7 day of July, 2023

until 11:59 p.m. on the 31 day of December, 2023 (the "Listing Period").

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



(Seller's Initials)

to offer the Property for sale at a price of:

Two Million Four Hundred Ninety-Five Thousand

Dollars (\$CDN) 2,495,000.00

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

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



(Seller's Initials)

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):

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

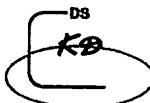
2. COMMISSION: In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission

of 4 % of the sale price of the Property or

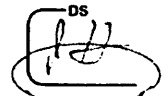
3% of the sale price if Kostas Doulas or Laurence also represent the Buyer

for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period, as may be acceptable to the Seller.

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):



The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of1.5..... % of the sale price of the Property or

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

the Seller's behalf within120..... days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

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

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

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

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

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

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

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

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

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

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

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

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


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

INITIALS OF LISTING BROKERAGE:

DS
KD

INITIALS OF SELLER(S):

DS
[Signature]

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

INITIALS OF LISTING BROKERAGE:

KD

INITIALS OF SELLER(S):

JD



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

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

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

(Does)

(Does Not)

- 13. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 14. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 15. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 16. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time.
- 17. SCHEDULE(S)** and data form attached hereto form(s) part of this Agreement.

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

KOSTAS DOULAS 7/5/2023 *Kostas Doulas*
(Authorized to Sign the Listing Brokerage) (Date) (Name of Person Signing)

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

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:
MNP LTD. SOLELY IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF TANKHOUSE DEVELOPMENTS INC.

DocuSigned by: *[Signature]* 7/6/2023
(Name of Seller) (Seal) (Date) (Tel. No.)
(Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)

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

(Spouse) (Seal) (Date) (Tel. No.)

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record *Kostas Doulas*
(Name of Salesperson/Broker/Broker of Record)
hereby declares that he/she is insured as required by REBBA.
DocuSigned by: *KOSTAS DOULAS*
(Signature of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the 7/6/2023 day of 20

[Signature] 7/6/2023
(Signature of Seller) (Date)

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November 24th, 2022

ACTIVITY UPDATE 86-87 RIVE RD BELLEVILLE, ON

Prepared for:
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CUSHMAN WAKEFIELD KINGSTON, BROKERAGE
78 Brock St Kingston, ON: K7L 1R9
T 613 542 2724 | cushmanwakefieldkingston.com

ACTIVITY UPDATE

Background	
Date	Initiative
September 11 th	Listing proposal prepared
September 19 th	Listing Agreement executed
September 20 th	Marketing flyer approved
September 21 st	Property listed on MLS
September 21 st	First targeted email teaser campaign (407 Recipients)
September 22 nd	Property listed on cushmanwakefieldkingston.com
September 22 nd	Property included in CWK's monthly newsletter (75 Recipients)
September 22 nd	Property marketed on social media (organic)
September 28 th	Teaser LinkedIn Ad Campaign
October 18 th	Property listed on CW Corporate site
October 28 th	Targeted email campaign (401 Recipients)
November 1 st	Full Launch LinkedIn Ad Campaign
November 9 th	Email notice of Standard Agreement of Purchase & Sale
November 21 st	Conveyance of Offers

DIGITAL INSIGHTS

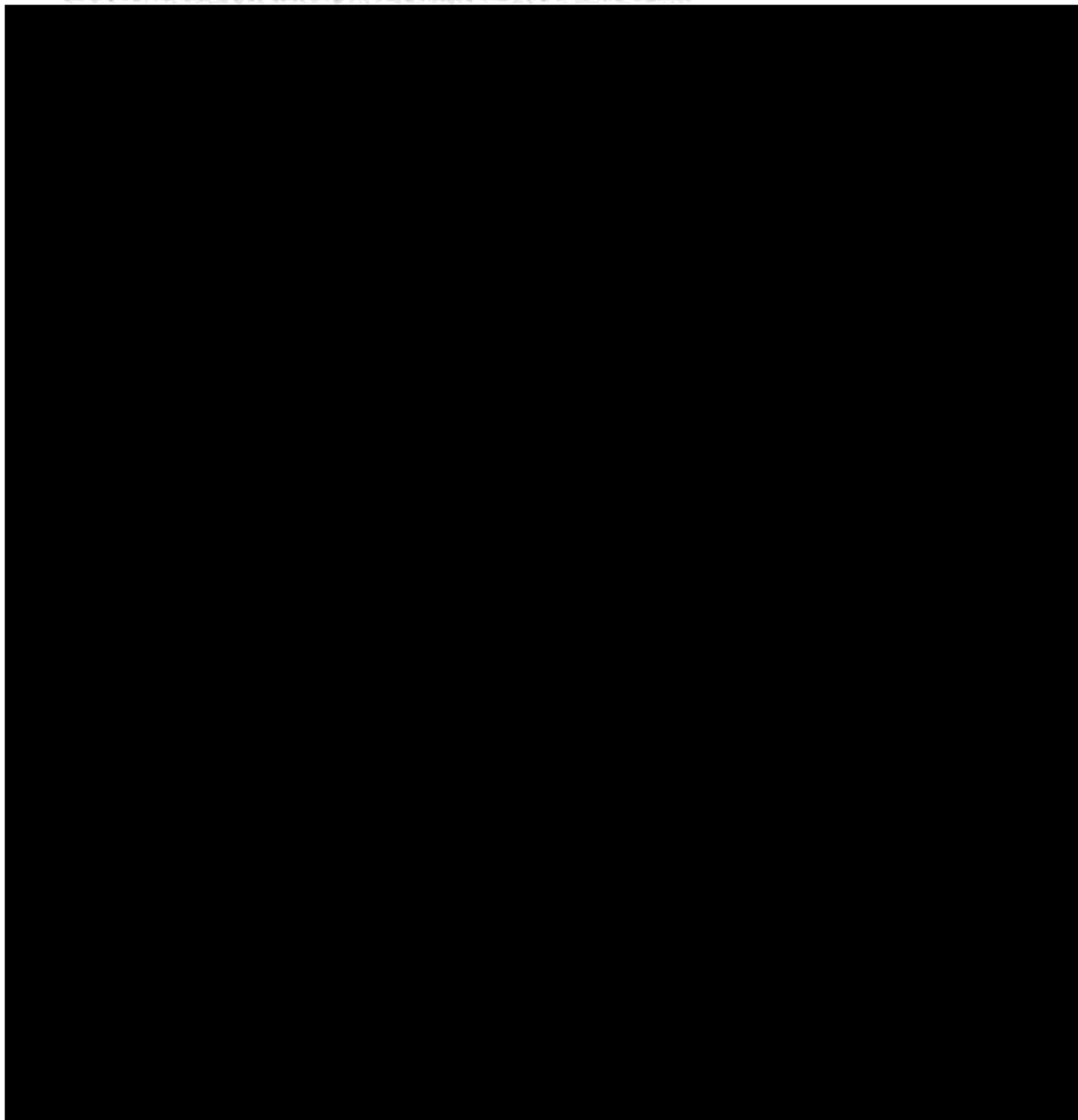
Initiative	Metric	Result
Email Campaign (x3)	Total email opens:	805
	Clicks:	116
E-Flyer	Readers:	751
	Clicks:	17
Organic Social Media (Facebook, Twitter, LinkedIn)	Impressions:	342
	Clicks:	11
Paid LinkedIn ad campaign	Impressions:	24,634
	Clicks:	370
CWK Website	Visitors:	386
MLS	Agent Views:	439
	Consumer Impressions:	109

*All data pulled on November 21st and is subject to change

Total Impressions/Reads/Opens/views:
27,357

Total Clicks:
514

CONFIDENTIALITY AGREEMENTS SIGNED



OFFERS SUBMITTED

Offer Details	Offer #1	Offer #2	Offer #3	Offer #4	Offer #5
Buyer Name (Broker)	[REDACTED]				
Purchase Price	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Buyer's Added Conditions	None	• Vendor to relocate all Purchased Assets from Henry's to the Property. (Closing Condition Sec 4.01(e))	• Added 15 day conditional period to arrange new first mortgage and satisfy themselves with condition of equipment (see 4.01, B.)	None	None
Closing Date	11 th business day following obtaining A&V.O.	20th business day following Vendor notifying Purchaser that A&V.O. has been obtained	11th business day following obtaining A&V.O.	11th business day following obtaining A&V.O.	30th business day following obtaining A&V.O.
Deposit(s)	\$100,000.00 upon acceptance	\$50,000.00 within 72 hours of acceptance	\$100,000.00 upon acceptance	\$100,000.00 upon acceptance	\$100,000.00 within 3 business days of acceptance (interest bearing)
Irrevocable Date	5:00 p.m. on November 25, 2022	5:00 p.m. on November 25, 2022	5:00 p.m. on November 25, 2022	5:00 p.m. on November 25, 2022	5:00 p.m. on November 24, 2022
Notes:	• Vendor to make best efforts to allow the Purchaser use of existing liquor licences	• 4.02(c) - changed timing to obtain A&V.O. from 120 days to 90 days	• 3.02(e) The Vendor will cooperate with the Purchaser in arranging for an orderly transfer of all the Liquor Licenses such that the Purchaser will be able to carry on the business under the Vendor's liquor license until the license is transferred to the Purchaser	• None	• Awaiting a red-lined copy of the APS

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Marketing Report/Activity for the Property located at 86-87 River Road, Corbyville, Belleville. Ontario.

Rogers & Trainor Commercial Realty Inc. was awarded the listing mandate starting July 7th 2023 with an asking price of \$2,495,000.

It should be noted that our projected sale value in our marketing proposal was \$2.3 million.

In accordance with our marketing proposal we installed two signs (4'x8' and 4'x4') on the exterior of the building along with providing a Drone video (attached to the marketing brochure) showing interior and exterior film.

The listing was not only hosted on our website www.rtcr.com but also on the **MLS systems of the Kingston Real Estate Board, Toronto and Ottawa Boards.**

The listing was further included on www.realtor.ca and **Loopnet, another marketing platform for commercial real estate.**

As a result of the marketing on August 16th 2023, an Offer of Purchase and Sale from [REDACTED], was finally accepted in the amount of [REDACTED] % of the asking price and [REDACTED] of our projected sale value) along with a \$100,000 deposit made payable to Soloway Wright LLP, the lawyer's representing the Seller.

We have attached a list of parties that we directly contacted after being awarded the listing mandate for this sale and on a second spreadsheet a list of 10 parties requesting further information with 4 signing Confidentiality Agreements to allow them access to our Data Room.

Unfortunately, only one of these parties finally requesting a showing (the current Buyer).

The property was prior exposed to the market in September 2022 with Rogers & Trainor being awarded to listing in July 2023. The continued interest rate increased over this period and the slowing market all contributed to the final sale value. While the property showed very well, it was possibly over built and its location and size of operation were, in our opinion, contributing factors.

Please let me know if you have any questions.

Regards,

Laurence Trainor, *Broker*
Rogers & Trainor Commercial Realty Inc. Brokerage

Direct Marketing to these Parties

Company	Email	City	Phone
100 Acre Brewing	Info@100acrebrewingco.com	Peterborough	705-243-2444
1000 Island Brewery	owain@1000islandsbrewery.ca	Brockville	613-342-3772
4 Degrees Brewing Company	sales@4degreesbrewing.com	Smiths Falls	613-285-5120
5 Paddles Brewing Company	admin@5paddlesbrewing.ca	Whitby	
555 Brewing Co.	Info@555beer.com	Picton	613.476.5556
All or Nothing Brewhouse	Bottleshop@allornothing.beer	Oshawa	905-337-0133
Ashton Brewing Company	quinn@ashtonbrewingcompany.com	Ashton	3 (ext. 1), Brewery 613-257-4423 (ext. 2)
Avling Brewery	distribution@avling.ca	Toronto	(416) 469-1010
Badlands Brewing Company	badlandsbrewing@gmail.com	Caledon	
Bandit Brewing	info@banditbrewery.ca	Toronto	(647)-348-1002
Bar Hop	681danforth@barhopbar.com	Toronto	416-461-2035
Barley Days Brewery	barleydaysbrewery@gmail.com	Picton	6134767468
Barncat Artisan Ales	barncatales@gmail.com	Cambridge	
Bayfield Brewing Co.	Info@bayfieldbrewingco.com	Bayfield	<u>(519) 525-7880</u>
Beaches Brewing Co.	letstalk@beachesbrewing.com	Toronto	647-492-3224
Bell City Brewing Company	hello@bellcitybrewing.com	Brantford	519-900-6204
Belle River Brewhouse	belleriverbrewery@gmail.com	Belle River	519-715-9553
Belmont Lake Brewery	belmontlakebrewery@gmail.com	Havelock	705-803-3001
Beau's Brewing Co./Halcyon Barrel House	ohyeah@beaus.ca	Vanleak Hill	(866) 585 BEER
Big Rig Brewery	info@bigrikkitchen.com	Kanata	613 591-6262
<u>Black Donnelly's Brewing Co.</u>	info@black-donnellys.com	West Perth	519-229-6336
Block Three Brewing	info@blockthreebrewing.ca	St Jacob's	519-664-1001
Blood Brothers Brewing	retail@bloodbrothersbrewing.com	Toronto	647-628-6062
Bobcaygeon Brewing Co.	info@bobcaygeonbrewing.ca	Peterborough	705-243-7077
<u>Braumeister Brewing Co.</u>	BEER@BRAUMEISTER.CA	Carleton Place	2.2337 or 1.613.680.2337
Broadhead Brewery	greetings@broadheadbeer.com	Orleans	613 830-3944
Burdock Brewery	info@burdockbrewery.com	Toronto	416-546-4033
Calabogie Brewing Co.	NFO@CALABOGIEBREWING.COM	Calabogie	/ (2739), 613-608-BREW (2739)
Cameron's Brewing Company	info@cameronsbrewing.com	Oakville	(905) 849-8282
<u>Caps Off Brewing Co. (Canada)</u>	INFO@CAPSOFFBREWING.COM	St Thomas	519-207-0243
<u>Cartwright Springs Brewery</u>	info@csbeer.ca	Pakenham	613.295.3377
Cold Bear Brewing Company	info@coldbear.ca	Amprior	613-623-6585
<u>Cold Break Brewing</u>	cheers@coldbreak.ca	St Catharines	1 (647) 581 4009
Cold Springs Brewery	coldspringsbrewery@yahoo.com	Cobourg	(416) 720-1041
Conspiracy Theory Brewing Company	info@ctbrewing.ca	Ottawa	(613) 868-1658
Counterpart Brewing	info@counterpartbrewing.com	Niagara Falls	(905) 354-2739
<u>Counterpoint Brewing Company</u>	cheers@counterpointbrewing.ca	Kitchener	226-507-4274
<u>Cured Craft Brewing Co.</u>	info@curedcraftbrewing.com	Leamington	519-419-3822
<u>Dog House Brewing Company</u>	info@doghousebrewingcompany.ca	Petawawa	1-833-356-6379
Dominion City Brewing Co	info@dominioncity.ca	Ottawa	<u>613-688-6207</u>
<u>Eastbound Brewing Co.</u>	info@eastboundbeer.com	Toronto	(416) 901-1299
Evergreen Craft Ales	info@evergreencraftales.com	Ottawa	613-319-3106

Fairweather Brewing	info@fairweatherbrewing.com	Hamilton	905.570.0606
Farmers Creed Beer	farmerscreedbeer@outlook.com	Uxbridge	
Fine Balance Brewing Company	info@finebalancebrewing.ca	Kingston	613-544-6696
Flyby Brewing Company	flybybrewing@gmail.com	Trenton	(613) 965-6888
Focal Brewing Co.	focalbrewingco@gmail.com	Hastings	(416) 428-3977
Folly Brewpub	info@follybrewpub.com	Toronto	(416) 533-7272
Forked River Brewing	store@forkedriverbrewing.com	London	519-913-2337
Ganaraska Brewing	kitchen@ganaraskabeer.com	Port Hope	905.885.9029
Gan Brewing Company	sales@ganbeer.com	Gananoque	613.683.9131
Glory Days Brewing Company	hello@glorydaysbrewing.com	Oshawa	416.873.8985
Good Prospect Brewing Company	info@goodprospects.ca	Ottawa	613.746.7706
Grain and Grit Beer Co	hello@grainandgritbeer.com	Hamilton	905-769-1320
Great Lakes Brewery	brewpub@greatlakesbeer.com	Toronto	416-777-2662
Haio Brewery	info@halobrewery.com	Toronto	
Hapi Beer Company	hapibeercompany@gmail.com	Ottawa	
Haven Brewing Co.	info@havenbrewing.ca	Peterborough	(705) 743-4747
Imperial City Brew House	info@imperialcitybrew.com	Samia	519-491-5191
Indie Alehouse Brewing Co	info@indiealehouse.com	Toronto	(416) 760-9691
Junction Craft	info@junctioncraft.com	Toronto	(416) 766-1616
Kame & Kettle Beer Works	cheers@kameandkettle.ca	Fonthill	289.273.2550
Kent Brewery	info@acclondon.ca	London	
Kichesippi Beer Co.	orders@kbeer.ca	Ottawa	613-728-7845
Kingsville Brewery	info@kingsvillebrewingco.ca	Kingsville	519.712.9404
Laketown Beer Company	beer@bridgemastersbrewing.com	Perth	(613) 201-2337
Left Field Brewery	hello@leftfieldbrewery.ca	Toronto	647.346.5001
Little Beasts Brewing Co.	littlebeastsbrewing.info@gmail.com	Whitby	(905) 723-2337
Longsice Brewery	info@longsice.com	Toronto	(647) 479-2469
Lot 10 Brewing Company	info@lot10brewery.com	Amherstburg	226-773-7755
MacKinnon Brothers Brewing Co.	info@mackinnonbrewing.com	Bath	(613) 777-8277
Merit Brewing	cheers@merithubrewing.ca	Hamilton	905-393-1024
Meyers Creek Brewing Company	info@meyerscreekbrewing.ca	Belleville	613-707-7258
Microbrasserie Cassel	beer@casselbrewery.ca	Casselman	
Muddy York Brewing	contact@muddyyorkbrewing.com	Toronto	(416) 619-7819
Northumberland Hills Brewery	nick@nhb.beer	Cobourg	(289) 435-2004
North Works Brewing Co.	contact@northworksbrewing.com	Cambridge	
Northern Maverick Brewing Co.	restaurant@northernmaverick.ca	Toronto	416-540-4030
Old Credit Brewing Co.	info@oldcreditbrewing.com	Mississauga	905-271-9888
Orleans Brewing Co.	info@OBCbeer.com	Ottawa	613.830.8428
Parsons Brewing Company	info@parsonsbrewing.com	Pictou	613.476.9977
Pepperwood Bistro Brewery & Catering	pepperwood@pepperwood.on.ca	Burlington	(905) 333-6999
Powerhouse Brewing Company (Canada)	contact@powerhousebrewery.beer	London	226.667.4536
Prince Eddy's Brewing Co.	gavin@princeeddys.com	Pictou	613.476.2253
Red Tape Brewery	celebrate@redtapebrewery.com	Toronto	416-690-0007

<u>Ridge Rock Brewing Co.</u>	General Manager: ashley@ridgerock.ca	613-470-2337
River Head Brewing	sales@riverheadbrewing.com	Kingston 613-384-2337
<u>River Run Brew Co.</u>	info@riverrunbrewco.com	Samia
Rouge River Brewing Company	info@rougeariverbrewery.com	Markham 905-209-1236
Royal City Brewing Co.	info@royalcitybrew.ca	Guelph 888-485-2739
Shacklands Brewing	info@shacklands.com	Toronto 416-763-2424
Shilow Beer Co.	info@shilowbeer.com	Ottawa 647-836-6629
Skeleton Park Brewing	becky@skeletonpark.ca	Kingston (613) 417-0375
Slake Brewing	info@slakebrewing.com	Picton 613-919-0995
<u>Small Pony Barrel Works</u>	info@smallponybarrelworks.com	Ottawa
Spark Beer	beer@spark.beer	Ottawa 613-663-9997
Storm Stayed Brewing Company	info@stormstayed.com	London 519-601-7829
<u>The Grist</u>	gm@thegrist.net	St David's 289.296.9199
The Napanee Beer Company	info@napaneebeer.ca	Napanee Toll Free: 1 (844) 738-8766 Local: 1 (613) 409-2337
Third Moon Brewing Co.	LES@THIRDMOONBREWING.CO	Milton 289-862-1114
Town Brewery	info@townbrewery.ca	Whitby (905) 666-3838
<u>Toboggan Brewing Co.</u>	contact@tobogganbrewing.com	London 519-433-2337
<u>Volo Beer</u>	ciao@barvolo.com	Toronto 416-928-0018
Wellington Brewery	mail@wellingtonbrewery.ca	Guelph 137-2337 TF 1-800-576-3853
Whipsnapr Brewing Co.	whipsnaprbrewingco@gmail.com	Ottawa 613-596-9882
Willibald Farm Distillery and Brewery	info@drinkwillibald.com	Ayr (226) 556-9941
Wood Brothers Brewing Company	natasha@woodbrothersbrewing.com	Glen Robertson
<u>Woodhouse Brewing Co.</u>	info@woodhousebrewing.com	Toronto (416) 766-1616

Feedback from Marketing

		Inquiries				
Name	CA?	Company	Telephone	Email	Inquiry Received	Summary
	Signed					
					23/07/2023	Brochure sent: 24/07/2023
	Signed					CA signed, succesful offer
	Signed				14/07/2023	Via Mailchimp ad, CA signed 19/07/2023
	Signed				13/07/2023	Brochure sent: 13/07/2023, CA signed: 18/07/2023
					02/08/2023	
	Signed					CA signed 17/07/2023
	Sent				04/08/2023	CA sent 04/08/2023
					18/07/2023	

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AGREEMENT OF PURCHASE AND SALE

BETWEEN

**MNP LTD. SOLELY IN ITS CAPACITY AS THE
COURT-APPOINTED RECEIVER OF TANKHOUSE
DEVELOPMENTS INC.**

AS VENDOR

- AND -



AS PURCHASER

DATED AS OF THE 2nd DAY OF August, 2023

A handwritten signature in black ink, appearing to be 'SA'.

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated as of the 2nd day of August, 2023.

B E T W E E N:

MNP LTD. solely in its capacity as the Court-Appointed Receiver of Tankhouse Developments Inc. and not in its personal or corporate capacities

(the "Vendor")

- and -

(the "Purchaser")

BACKGROUND:

- A. Pursuant to the order of the Honourable Madam Justice Sally Gomery of the Ontario Superior Court of Justice issued on August 24, 2022 (the "Appointing Order") the Vendor was appointed as the Receiver of all of the assets, undertakings and properties of Tankhouse Developments Inc. (hereinafter the "Company") and it is a provision of the Appointing Order that the Vendor is empowered to sell all or any part of the properties, assets and undertakings of the Company.**
- B. The Vendor wishes to sell, and the Purchaser wishes to purchase, all of the Vendor's and Company's right, title and interest, if any, in and to the Purchased Assets (as defined herein), as provided in this Agreement.**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged by each of the parties hereto, the parties hereby agree with each other as follows:



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ARTICLE 1 INTERPRETATION

1.01 Definitions

In this Agreement the following terms have the following meanings:

"Accounts" means all accounts of every nature and kind and other amounts due, owing or accruing due to the Company, including all accounts receivable.

"Agreement" means this agreement, including all Schedules, as it may be supplemented, amended, restated or replaced from time to time by written agreement between the parties.

"Approval and Vesting Order" has the meaning set forth in Subsection 4.01(a).

"Books and Records" means the books and records of the Company, including those in electronic format and all agreements and software licenses incidental and relating thereto.

"Business" means the restaurant and brewery business carried on by the Company prior to the Closing Date.

"Business Day" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario or any other day on which the principal chartered banks located in the City of Toronto are not open for business during normal banking hours.

"Closing" means the completion of the Transaction.

"Closing Date" means the 11th (eleven) Business Day following the Vendor obtaining the Approval and Vesting Order or such other date as the parties may agree to in writing.

"Company" means Tankhouse Developments Inc.

"Confidential Information" means any information provided to the Purchaser by the Company or by the Vendor as part of the sales process contemplated by this Agreement.

"Contracts" means all contracts for the lease of equipment, the lease of any real property and all contracts for the supply or sale of any service or product.

"Court" means the Ontario Superior Court of Justice.

"Deposit" has the meaning set forth in Subsection 2.05(a).

"Environmental Laws" mean all requirements under or prescribed by common law and all federal, provincial, regional, municipal and local laws, rules, statutes, ordinances, regulations, guidelines, directives, notices and orders from time to time with respect to the discharge, generation, removal, storage or handling of any Hazardous Substances.



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"Equipment" means all machinery, vehicles, equipment, fixtures, furniture and other fixed assets of and owned by the Company used in connection with the Business currently installed and in use at the Premises, excluding Contracts.

"Excluded Assets" mean the property and assets listed at Schedule "B" including Contracts and Accounts.

"Hazardous Substances" means any contaminant, waste ponds, pollutant, dangerous substance, potentially dangerous substances, noxious substance, toxic substance, hazardous waste, flammable material, explosive material, radioactive material, urea-formaldehyde foam insulation, asbestos, PCBs radiation and any other substance, material, effect, or thing declared or defined to be hazardous, toxic, a contaminant, or pollutant, in or pursuant to any Environmental Laws.

"HST" means all goods and service taxes payable under the Harmonized Sales Tax legislation.

"Inventory" means all of the Vendor's and the Company's right, title and interest, if any in the Company's current inventory.

"Person" means an individual, body corporate, sole proprietorship, partnership or trust or unincorporated association, unincorporated syndicate, unincorporated organization, or another entity, and a natural person, acting in his or her individual capacity or in his or her capacity as executor, trustee, administrator or legal representative or governmental authority.

"Premises" means the buildings located on the Real Property.

"Property" means all of the Company's current property, assets and undertaking of every nature and kind whatsoever and wheresoever situate.

"Purchase Price" has the meaning set forth in Section 2.04.

"Purchased Assets" means the Vendor's and the Company's interest, if any, in and to all of the property and assets of every kind and description, and wheresoever situate, of the business of the Company, operated out of the Premises, including the property and assets used in the Business, Inventory, Equipment and Real Property and includes without limitation all of the property and assets listed at Schedule "A" but does not include the Excluded Assets.

"Real Property" means the lands and premises described as PINs 40523-0199 (LT), 40523-0202 (LT) and 40524-0678 (LT) with Land Registry Office #21, including appurtenant easements, all rights of way, licences or rights of occupation, operating licences permits, easements or other similar rights.

"Receiver's Certificate" means a certificate signed by the Vendor, a form of which shall be attached to the Approval and Vesting Order, confirming that all terms and conditions



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under this Agreement have been either satisfied or waived, and that the Transaction has been completed to the satisfaction of the Vendor.

"Tax Authority" means any local, municipal, regional, provincial, territorial, state, federal or other fiscal, customs or excise authority, body or officials anywhere in the world with responsibility for, and legally competent to impose, collect or administer, any form of tax.

"Time of Closing" means 2:00 p.m. on the Closing Date or such other time on the Closing Date as the parties agree in writing.

"Transaction" means the transaction of purchase and sale contemplated by this Agreement.

1.02 Entire Agreement

This Agreement, together with the agreements and other documents to be delivered pursuant to this Agreement, constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no representations, warranties or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement or other agreements and documents delivered pursuant to this Agreement.

1.03 Time of Day

Unless otherwise specified, references to time of day or date mean the local time or date in the City of Ottawa, Province of Ontario.

1.04 Business Day

Whenever any payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, the payment is to be made or action taken on the next Business Day following.

1.05 Governing Law and Attornment

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario. Each of the parties irrevocably submits and attorns to the exclusive jurisdiction of the Court to determine all issues, whether at law or in equity arising from this Agreement. To the extent permitted by applicable law, each of the parties irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the Court or that the subject matter of this Agreement may not be enforced in the Court.

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1.06 Certain Rules of Interpretation

- (a) In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders.
- (b) The division of this Agreement into Articles and Sections, the insertion of headings and the provision of a table of contents and Schedules are for convenience of reference only and do not affect the construction or interpretation of this Agreement. References to an Article, Section, Subsection or Schedule refer to the applicable article, section, subsection or schedule of this Agreement.
- (c) Unless otherwise specified, any reference in this Agreement to any statute includes all regulations made thereunder and refers to such statute as amended, or to any restated or successor legislation of comparable effect.

1.07 Currency

Unless otherwise specified, all statements of or references to dollar amounts in this Agreement are to Canadian currency.

1.08 Schedules

The following is a list of Schedules that form part of this Agreement:

<u>Schedule</u>	<u>Subject Matter</u>	<u>Section Reference</u>
"A"	Purchased Assets	1.01
"B"	Excluded Assets	1.01
"C"	Approval and Vesting Order	4.01(a)

ARTICLE 2 SALE AND PURCHASE AND ASSIGNMENT

2.01 Sale and Purchase of the Purchased Assets

Subject to the terms and conditions of this Agreement, the Vendor will sell to the Purchaser and the Purchaser will purchase from the Vendor, all of the Vendor's and the Company's right, title and interest, if any, in the Purchased Assets on the Closing Date.

2.02 Assignment of Contracts

The Vendor will assign to the Purchaser any of the Company's rights, benefits and interests in and to any Contract to the extent that the Contract can be assigned and subject to the Purchaser agreeing to assume any or all existing Contracts. This Agreement and any document delivered in connection with this Transaction will not constitute an assignment or an attempted assignment of any Contract which is not assignable without the consent of

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a third party if such consent has not been obtained and such assignment or attempted assignment would constitute a breach of such Contract or, in the alternative, if an order of the Court authorizing and approving the assignment of the Contracts to the Purchaser has not been obtained. Purchaser has right to decline assignment of any contract it chooses. Further, and without limiting the foregoing, the Purchaser acknowledges and agrees that:

1. the Property may be subject to Contract(s), including lease(s);
2. the Vendor makes no representation or warranty respecting the accuracy and completeness of any Contract(s), if any including without limitation, (i) the enforceability of same (ii) whether the Contract(s) accurately reflect the correct arrangement with the tenant(s) or lessor(s) (iii) whether there are any ongoing unresolved disputes relating to the provisions of the Contract(s) or any parties' obligations thereunder and (iv) whether any party or parties to the Contract(s) is or are in default of any obligations contained therein;
3. the Vendor shall not be required to make any adjustments to the Purchase Price for current rentals or prepaid rents or security deposits which may have been received by the Vendor or any other party; and
4. the Vendor shall not be required to produce acknowledgments from the lessor(s) respecting the status of the Contract(s), of any.

2.03 Purchaser's Acknowledgments

The Purchaser hereby acknowledges, undertakes and agrees with, and to be subject to, the following:

- a. a. The Purchaser acknowledges that the Vendor is selling the Purchased Assets on an "as is, where is" basis as they exist on the Closing Date without recourse to the Vendor. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor is selling the Purchased Assets pursuant to the Approval and Vesting Order and that the Purchaser has conducted such inspections of the condition of title to the Purchased Assets as it deemed appropriate and has satisfied itself with regard to these matters. The Purchaser further acknowledges that no representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, conditions, quantity or quality, assignability or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of the Vendor to sell them. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act (Ontario)* or similar legislation do not apply to this Transaction and have been waived by the Purchaser and the list of Purchased Assets hereto has been provided for reference purposes only and shall not affect the interpretation of this Agreement.
- b. Subject to the provisions of this agreement, the Vendor has made no representations, warranties, statements or promises (save and except as expressly

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stated herein) and has not agreed to any conditions with respect to the Purchased Assets, express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, all of which are expressly excluded, including: as to the presence or absence of contaminants (as such term is defined pursuant to the *Environmental Protection Act (Ontario)* on, in or about the Purchased Assets; the discharge of contaminants from, on, or in relation to the Purchased Assets; the existence, state, nature, identity, extent or effect of any administrative orders, control orders, stop orders, compliance orders or any other orders, proceedings or actions under the *Environmental Protection Act (Ontario)* or any other applicable law in relation to the Purchased Assets, nor the existence, state, nature, kind, identity, extent or effect of any liability on the Purchaser to fulfill any obligations with respect to the environmental condition or quality of the Purchased Assets. The Purchaser acknowledges that it accepts the Purchased Assets subject to their environmental conditions and any contamination, whether or not such environmental conditions or contamination is known to the Vendor prior to the date hereof, and acknowledges that the Purchaser will have no recourse against the Vendor for any such pre-existing environmental conditions or contaminations.

- c. It is responsible for conducting its own due diligence, searches and investigations of the current and past uses of the Purchased Assets, and it is relying entirely upon its own due diligence, investigations and inspections in entering into this Agreement.
- d. The Vendor makes no representation or warranty of any kind that the present use or future intended use by the Purchaser of the Purchased Assets is or will be lawful or permitted.
- e. It is satisfied with the Purchased Assets and all matters and things connected therewith or in any way related thereto.
- f. It is purchasing the Purchased Assets on an "as is, where is" and "without recourse" basis including, without limitation, outstanding work orders, deficiency notices, compliance, requests, development fees, imposts, lot levies, sewer charges, zoning and building code violations and any outstanding requirements which have been or may be issued by any governmental authority having jurisdiction over the Purchased Assets.
- g. It relies entirely on its own due diligence, judgment, inspection and investigation of the Purchased Assets and acknowledges that any documentation relating to the Purchased Assets obtained from the Vendor has been prepared or collected solely for the convenience of prospective purchasers and is not warranted to be complete or accurate and is not part of this Agreement. Any documents or information provided by the Vendor are being provided to the Purchaser merely as a courtesy and without any representations or warranties whatsoever.



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- h. The Vendor shall have no liability or obligation with respect to the value, state or condition of the Purchased Assets, whether or not the matter is within the knowledge or imputed knowledge of the Vendor, its officers, employees, directors, agents, representations and contractors.
- i. The Vendor has made no representations or warranties with respect to or in any way related to the Purchased Assets, including without limitation, the following: (i) the title, quality, quantity, marketability, zoning, fitness for any purpose, state, condition, encumbrances, description, present or future use, value, location or any other matter or thing whatsoever related to the Purchased Assets, either stated or implied; and (ii) the environmental state of the Purchased Assets, the existence, nature, kind, state or identity of any Hazardous Substances on, under, or about the Property, the existence, state, nature, kind, identity, extent and effect of any administrative order, control order, stop order, compliance order or any other orders, proceedings or actions under the *Environmental Protection Act* (Ontario), or any other statute, regulation, rule or provision of law now in existence, or the state, nature, kind, identity, extent and effect of any liability to fulfill any obligation to compensate any third party for any costs incurred in connection with or damages suffered as a result of any discharge of any Hazardous Substances whether on, under or about the Purchased Assets or elsewhere.
- j. Without limitation, all of the Purchased Assets shall be as they exist on the Closing Date with no adjustments to be allowed to the Purchaser for changes in conditions or qualities from the date hereof to the Closing Date. The Purchaser acknowledges and agrees that the Vendor is not required to inspect the Purchased Assets or any part thereof and the Purchaser shall be deemed, at its own expense to have relied entirely on its own inspection and investigation.
- k. The Purchaser agrees that the Vendor shall not be responsible for any matters relating to encroachments on or to the Real Property, if any, or encroachments of the said property onto adjoining lands, or to remove same, or for any matters relating to any applicable zoning regulations or by-laws in existence now or in the future affecting the Property.
- l. The Purchaser hereby covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, or any other document providing evidence of this Agreement against title to the Real Property. Should the Purchaser be in default of its obligations in this regard, the Vendor may (as agent and attorney of the Purchaser) cause the removal of such notice of this Agreement, caution, certificate of pending litigation or other document providing evidence of this Agreement or any assignment of this Agreement from the title to the Real Property. The Purchaser irrevocably nominates, constitutes and appoints the Vendor as its agent and attorney in fact and in law to cause the removal of such notice of this Agreement, any caution, certificate of pending litigation or any other document or instrument whatsoever from title to the Property.



m. Any information and/or documentation provided by the Vendor to the Purchaser were or are being provided merely as a courtesy and without any representations or warranties whatsoever.

n. The Purchaser will provide the Vendor with all requisite information and materials, including proof respecting financing or source of funds as any time or times within forty-eight (48) hours of any such requests by the Vendor so the Vendor may determine the credit worthiness of the Purchaser or any related parties thereto.

2.04 Purchase Price

Subject to adjustment in accordance with Section 2.06, the purchase price (the "Purchase Price") for the Purchased Assets is \$1,000,000.00 (One Million Dollars).

2.05 Payment and Allocation of Purchase Price

The Purchase Price, shall be payable as follows:

(a) the sum of \$100,000.00 (one hundred thousand dollars) to be paid to the Vendor and held as a deposit (the "Deposit") upon execution of this Agreement by the parties; and

(b) the balance of the Purchase Price to be paid to the Vendor on the Closing Date, subject to any adjustments referred to herein.

All amounts payable to the Vendor either by way of deposit or otherwise shall be paid to the Vendor's lawyer by way of wire transfer through a major Canadian bank listed in Schedule I to the *Bank Act* (Canada). Other than as expressly set out herein, the Purchase Price shall be subject to post closing adjustment in favour of the Purchaser.

shall provide to the Vendor a final allocation of the Purchase Price between Assets within three (3) Business Days of execution of this Agreement. In cases where the parties do not agree on the allocation, they can each allocate as they see fit and such allocation shall remain in place as conclusive.

2.06 Adjustments

The Purchase Price for the Real Property shall be adjusted as of the Closing Date in respect of taxes, flat/fixed water and sewer rates and charges, utility deposits, if any, and all other items usually adjusted with respect to properties similar to the Real Property that are not except for rent and any matters related to the Contract(s), if any. Such adjustments shall be provided where appropriate for the relevant period on the basis of the actual number of days elapsed during such period to the Closing Date.

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apportioned to the Purchaser. There shall be no adjustment in respect of (a) prepaid rents, or, (b) rent or other moneys payable to the Vendor under the Contract(s), if any, in respect of periods prior to the Closing which remain unpaid as at Closing.

2.07 Taxes

The Purchaser will pay upon Closing, in addition to the Purchase Price, all applicable federal and provincial taxes applicable in connection with the purchase and sale of the Purchased Assets including, without limitation, HST. Alternatively, where applicable, the Purchaser will have the option to furnish the Vendor with appropriate elections or exemptions certificates. The Purchaser and the Vendor shall jointly execute and the Purchaser shall file the election forms referred to above with the proper Tax Authority.

The Purchaser agrees to indemnify and save the Vendor harmless from and against all claims and demands for payment of all applicable taxes including penalties and interest and any liability or costs incurred as a result of any failure by the Purchaser to pay such taxes when due.

2.08 Employees

There are no employees being assumed by the Purchaser. The Receiver will terminate all employees on Closing and the Purchaser will need to make appropriate offers to former employees.

2.09 Protection of Purchased Assets

The Vendor shall preserve and protect the Purchased Assets, including by using commercially reasonable efforts to maintain property and casualty insurance policies in respect of the Purchased Assets with coverage consistent with that currently in force, until Closing.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.01 Purchaser's Representations

The Purchaser represents and warrants to the Vendor that:

- (a) if applicable, the Purchaser is a corporation duly incorporated, organized and subsisting under the laws of Ontario;
- (b) if applicable, the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the transactions contemplated have been duly authorized by all necessary corporate action on the part of the Purchaser;



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- (c) it is not a non-Canadian for the purpose of the *Investment Canada Act* (Canada) and it is not a non-resident of Canada with the meaning of the *Income Tax Act* (Canada).

3.02 Vendor's Representations


The Vendor represents and warrants to the Purchaser that:

- (a) if applicable, and subject to the Appointing Order and approval of the Court it has the authority to enter into this Agreement and to sell and convey its and the Company' right title and interest, if any, in and to the Purchased Assets to the Purchaser in the manner contemplated by this Agreement;
- (b) if applicable, it is not a non-resident of Canada within the meaning of that term as used in the *Income Tax Act* (Canada);
- (c) it has been appointed Receiver of the Company pursuant to the Appointing Order; and
- (d) except pursuant to this Agreement and/or the Appointing Order, it has done no act to dispose of or have any lien created or placed on any of the Purchased Assets, except as provided for in the Appointing Order.

ARTICLE 4 CONDITIONS

4.01 Conditions of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Closing Date:

- (a) the Vendor shall have obtained on or before the Closing Date an order of the Court approving the sale of the Purchased Assets to the Purchaser and an order vesting all of the right, title and interest of the Company and the Vendor, if any, in and to the Purchased Assets, free and clear of all liens, charges, mortgages, security interests, writs, executions or any other claims in the form attached at Schedule "C" (the "Approval and Vesting Order");
 - (b) the Approval and Vesting Order shall not have been stayed, varied or vacated and no order shall have been issued to restrain or prohibit completion of the Transaction;
 - (c) the representations and warranties of the Vendor contained in this Agreement will be true as of the Closing Date with the same effect as though made on and as of that date; and
 - (d) the Vendor will have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date
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The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition may be waived by the Purchaser in whole or in part. Any such waiver will be binding on the Purchaser only if made in writing.

4.02 Conditions of the Vendor

The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Closing Date:

- (a) all representations and warranties of the Purchaser contained in this Agreement will be true as of the Closing Date with the same effect as though made on and as of that date;
- (b) the Purchaser will have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date;
- (c) the Vendor shall have obtained the Approval and Vesting Order with 120 days of acceptance of this Agreement;
- (d) the Approval and Vesting Order shall not have been stayed, varied or vacated and no order shall have been issued to restrain or prohibit completion of the Transaction; and
- (e) at the Closing Time, no order shall have been issued by a court of competent jurisdiction which remains in effect and no action or proceeding shall have been instigated which remains pending before any court of competent jurisdiction, to prevent or otherwise affect the purchase and sale of the Purchased Assets or any portion thereof pursuant to this Agreement.

The foregoing conditions are for the exclusive benefit of the Vendor. Any condition may be waived by the Vendor in whole or in part. Any such waiver will be binding on the Vendor only if made in writing.

4.03 Non-Satisfaction of Conditions

If any condition set out in this Article is not satisfied or performed prior to the time specified therefore, a party for whose benefit the condition is inserted may in writing:

- (a) waive compliance with the condition in whole or in part in its sole discretion by written notice to the other party and without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part; or
- (b) elect, on written notice to the other party, to terminate this Agreement before Closing.



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ARTICLE 5 CLOSING

5.01 Closing

The completion of the Transaction will take place at the offices of the Vendor in Ottawa, Ontario on the Closing Date or as otherwise determined by mutual agreement of the parties in writing once the Vendor has obtained the Approval and Vesting Order.

In the event that by the Closing Date (i) appeal proceedings of the Approval and Vesting Order have been commenced, (ii) any issue is raised with respect to this Agreement which the Vendor determines impairs the ability of the Vendor to complete this Agreement, or (iii) an injunction or other court order is obtained or sought preventing the Vendor from completing this Agreement which the Vendor is unable or unwilling to remove, the Vendor shall have the option of either: (i) terminating this agreement; or (ii) subject to the following paragraph of this article 5.01, extending the Closing Date for a period or periods of time to allow additional time in order for all matters enumerated above to be obtained or otherwise resolved, in either case, by notice in writing to the Purchaser or to the Purchaser's solicitors. If the Vendor is unable or unwilling to resolve any issue enumerated above before the expiration of the extension period or periods provided for in this article 5.01, the Vendor may terminate this Agreement by notice in writing to the Purchaser or to the Purchaser's solicitors. Upon a termination of this Agreement by the Vendor under this article 5.01, this Agreement shall be null and void and neither the Vendor nor the Purchaser shall have any further liability or obligation to the other provided the Deposit shall be returned to the Purchaser without deduction (except for those liabilities and obligations herein expressly stated to survive termination) and neither shall be liable for any costs, expenses, loss or damages as a result of such termination.

If, through no fault of the Purchaser, the Closing has not occurred by the date which is 120 Days after the date of execution and delivery and acceptance of this Agreement by both parties, then this Agreement will be null and void and neither party shall be liable to the other for any costs or damages as a result of this Agreement becoming null and void, provided that the Deposit shall be returned to the Purchaser without deduction.

Notwithstanding anything to the contrary contained in this Agreement, if at any time or times prior to the Closing Date, the Vendor is unable to complete this Agreement as a result of any action taken by an encumbrancer, any action taken by the present registered owner, the refusal by the present registered owner, to take any action, the exercise of any right by the present registered owner or other party which is not terminated upon acceptance of this Agreement, a certificate of pending litigation is registered against the Property, a court judgment or order is made, or, if the Purchaser submits valid title requisition which the Vendor is unable or unwilling to satisfy prior to Closing, or if the sale of the Property is restrained at any time by a court of competent jurisdiction, the Vendor may, in its sole and unfettered discretion, elect by written notice to the Purchaser, to terminate this Agreement, whereupon the Deposit without interest shall be returned to the Purchaser, and neither party shall have any further rights or liabilities hereunder.



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The obligation of the Vendor to complete the Agreement is subject to the satisfaction of the following terms and conditions on or prior to the Closing Date, which conditions are for the sole benefit of the Vendor and which may be waived by the Vendor in its sole discretion:

- a) the representations and warranties of the Purchaser herein being true and accurate as of the Closing Date;
- b) no action or proceeding at law or in equity shall be pending or threatened by any person, firm, government, government authority, regulatory body or agency to enjoin, restrict or prohibit the purchase and sale of the Property;
- c) the Property shall not have been removed from the control of the Vendor by any means or process;
- d) no party shall take any action to redeem the Property; and
- e) the Court shall have granted Approval and Vesting Order.

5.02 Purchaser's Deliveries on Closing

At or before the Time of Closing, the Purchaser will execute and deliver to the Vendor the following, each of which will be in form and substance satisfactory to the Vendor:

- (a) the balance of the Purchase Price in accordance with Subsection 2.05;
- (b) a certificate dated as at the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date;
- (c) a certificate dated as at the Closing Date, confirming that each of the conditions precedent in Section 4.01 have been fulfilled, performed or waived as of the Closing Date;
- (d) furnish the Vendor with evidence of the Purchaser's sales tax registration numbers and sales tax exemption certificates including, without limitation evidence of the Purchaser's Harmonized Sales Tax registration number under the Excise Tax Act (Canada); and,
- (e) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

5.03 Vendor's Deliveries on Closing

At or before the Time of Closing, the Vendor will execute and deliver to the Purchaser the following, each of which will be in form and substance satisfactory to the Purchaser, acting reasonably:



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- (a) a certificate dated as at the Closing Date, confirming that all of the representations and warranties of the Vendor contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;
- (b) a certificate dated as at the Closing Date confirming that each of the conditions precedent in Section 4.02 of this Agreement have been fulfilled, performed or waived as of the Closing Date;
- (c) a true copy of the issued Approval and Vesting Order and a true copy of the Receiver's Certificate contemplated thereby; and
- (d) such further and other documentation as is referred in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

5.04 Purchaser's Further Acknowledgements

The Purchaser acknowledges that the Vendor is selling the right, title and interest, if any, of the Company in and to the Purchased Assets pursuant to the Vendor's powers as may be authorized pursuant to the Appointing Order and the Approval and Vesting Order. The Purchaser agrees to purchase and accept the right, title and interest of the Company, if any, in and to the Purchased Assets pursuant to and in accordance with the terms of this Agreement.

The Purchaser shall be satisfied, acting reasonably, with the service list in respect of the Receiver's application for the Approval and Vesting Order. If the Purchaser shall not have indicated its acceptance of, or provided comments in respect of, the Receiver's proposed service list within two (2) business days of the Purchaser's receipt of such list, the Purchaser shall be deemed to have approved such list.

The Purchaser acknowledges that the Purchaser has had an opportunity to obtain independent advice including, without limitation, independent real estate, accounting and legal advice, prior to the execution of this agreement of purchase and sale, together with all schedules thereto.

The Purchaser agrees that no agreement for the purchase and sale of the Property shall result from this offer unless this offer has been accepted by the Vendor and the Approval and Vesting Order has been obtained from the Court.

The Purchaser hereby acknowledges and agrees that the sale of the Property is by, and subject to, approval of the Court. The Vendor shall, forthwith after waiver of the Purchaser's Conditions, or after the acceptance by the Vendor of the offer if there are no Purchaser Conditions, bring a motion to the Court for the Approval and Vesting Order. The Vendor shall diligently pursue such motion on notice to the Purchaser and shall promptly notify the Purchaser of the disposition thereof. The Purchaser, at its own expense, shall promptly provide to the Vendor all such information and assistance within the Purchaser's power as the Vendor may reasonably require to obtain the Approval and Vesting Order. If the Court shall not have granted the Approval and Vesting Order within 120 days of the



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acceptance of this offer, the Agreement shall automatically be terminated, unless the parties otherwise agree in writing. If the Agreement is terminated under any provision of this Section, the Deposit and any interest earned thereon shall be returned to the Purchaser and neither party shall have any further rights or liabilities hereunder.

The Vendor is entering into the Agreement solely in its capacity as the Court-appointed receiver, without security, of the Property and all of the assets and undertakings of the Debtor acquired for or used in relation to the Debtor's operations at the Property, and not in its personal, corporate or any other capacity. Any claim against the Receiver shall be subject to the Appointment Order and limited to and only enforceable against the assets, undertakings and properties then held by or available to it in its said capacity and shall not apply to its personal property and/or assets held by it in any other capacity. The Vendor shall have no personal or corporate liability of any kind, whether in contract or in tort or otherwise. The term "Vendor" as used in this Agreement shall have no inference or reference to the present registered owner of the Property.

Upon Closing, title to the Real Property shall be good and free from all restrictions, charges, liens, claims and encumbrances, except as otherwise specifically provided in this Agreement, and save and except for:

- a) any reservations, restrictions, rights of way, easements or covenants that run with the land;
- b) any registered agreements with a municipality, region or supplier of utility service including, without limitations, electricity, water, sewage, gas, telephone or cable television or other telecommunication services;
- c) all laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Property;
- d) any minor easements for the supply of utility services or other services to the Lands or Buildings, of any, or adjacent properties;
- e) encroachments disclosed by any error or omission in existing surveys of the Lands or neighboring properties and any title defects, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Lands and survey of the Lands and survey matters generally;
- f) the exceptions and qualifications set forth in the *Registry Act* (Ontario) or the *Land Titles Act* (Ontario), or amendments thereto;
- g) any reservation(s) contained in the original grant from Crown;
- h) the Lease(s), if any, and the right of any tenant, occupant, lessee or license to remove fixed equipment or other fixtures;
- i) subsection 44(1) of the *Land Titles Act* (Ontario) except paragraphs 11 and 14;



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- j) provincial succession duties and escheats or forfeiture to the Crown;
- k) the rights of any person who would, but for the *Land Titles Act* (Ontario) be entitled to the Lands or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention;
- l) any lease to which subsection 70(2) of the *Registry Act* (Ontario) applies; and
- m) those registrations set out in the Approval and Vesting Order.

The Purchaser shall assume, at its cost, complete responsibility for compliance with all municipal, provincial and federal laws insofar as the same apply to the Property and the use thereof by the Purchaser. It shall be the Purchaser's sole responsibility to obtain, and pay the cost of obtaining any consents, permits, licenses or other authorizations necessary or desirable for the transfer to the Purchaser of the Vendor's right, title and interest, if any, in the Property.

5.05 Possession of Purchased Assets

The Purchaser will take possession of the Purchased Assets where situate at the Time of Closing. The Purchaser acknowledges that the Vendor has no obligation to deliver physical possession of the Purchased Assets to the Purchaser. In no event will the Purchased Assets be sold, assigned, transferred or set over to the Purchaser until the Purchaser has satisfied all delivery requirements outlined in Section 5.02.

5.06 Risk

The Purchased Assets will be and remain at the risk of the Vendor until the time of Closing and at the risk of the Purchaser from and after the time of Closing. If, prior to the time of Closing, the Purchased Assets are substantially damaged or destroyed by fire or other casualty, then, at its option, the Purchaser may decline to complete the Transaction. Such option will be exercised within 10 days after notification to the Purchaser by the Vendor of the occurrence of damage or destruction, in which event this Agreement will be terminated automatically without any other compensation other than the return of the Deposit without interest. If the Purchaser does not exercise such option, it will complete the Transaction and will be entitled to an assignment of the proceeds of insurance referable to such damage or destruction. Where any damage or destruction is not substantial, the Purchaser will complete the Transaction and will be entitled to an assignment of the proceeds of insurance referable to such damage or destruction provided that such damage or destruction is insured or, otherwise, to an agreed abatement. The Purchaser agrees that all other insurance maintained by the Vendor shall be cancelled on the Closing Date and that the Purchaser shall be responsible for placing its own insurance thereafter.



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5.07 Termination

If either the Vendor or the Purchaser validly terminates this Agreement pursuant to the provisions of Section 4.03 or 5.01:

- (a) all of the obligations of both the Vendor and the Purchaser pursuant to this Agreement will be at an end;
- (b) neither party will have any right to specific performance or other remedy against, or any right to recover damages or expenses from, the other; and
- (c) the Deposit will be returned, without interest thereon, to the Purchaser.

5.08 Breach by Purchaser

If the Purchaser fails to comply with the terms of this Agreement, the Vendor may by notice to the Purchaser elect to treat this Agreement as having been repudiated by the Purchaser. In that event, the Deposit and any other payments made by the Purchaser as at the date of breach will be forfeited to the Vendor on account of its liquidated damages, and the Purchased Assets may be resold by the Vendor.

ARTICLE 6 POST-CLOSING

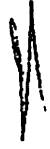
6.01 Storage and Access to Books and Records

The Purchaser shall store and safeguard the books and records of the Company, if any, and the Business for a period of at least six (6) months following Closing in a commercially reasonable manner and shall provide the Vendor with access to such books and records as the Vendor may, at any reasonable time or times during business hours, require. In particular, the Vendor shall have access, during the aforementioned period and at reasonable time or times during business hours, to such books and records for any technical audit or financial reviews required to be conducted by the Canada Revenue Agency. Following this six (6) month period, the Purchaser shall be entitled to deal with the books and records of the Company in its sole and unfettered discretion.

ARTICLE 7 GENERAL

7.01 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered by the Vendor or the Purchaser in connection with this Transaction or this Agreement, including any letters of intent or expressions of interest, the provisions of this Agreement will prevail to the extent of such conflict or inconsistency.



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7.02 Receiver's Capacity

The Vendor shall act solely in its capacity as receiver of the Company and will have no personal or corporate liability under this Agreement.

7.03 Confidentiality

All information provided to the Purchaser by the Company or by the Vendor in connection with the Transaction will be considered Confidential Information. Any publicity relating to the Transaction and the manner of releasing any information regarding the Transaction will be mutually agreed upon by the Vendor and the Purchaser, both parties acting reasonably.

The Purchaser agrees that all information and documents supplied by the Vendor or anyone on its behalf to the Purchaser or anyone on the Purchaser's behalf (including but not limited to information in the schedules hereto) shall, unless and until Closing occurs, be received and kept by the Purchaser and anyone acting on the Purchaser's behalf on a confidential basis and shall not without the Vendor's prior written consent be disclosed to any third party. If for any reason Closing does not occur, all such documents shall forthwith be returned intact to the Vendor and no copies or details thereof shall be retained by the Purchaser or anyone acting on its behalf. The Purchaser further agrees that the Purchaser shall keep the terms of this Agreement confidential and shall not disclose the same to anyone except the Purchaser's solicitors, agents or lenders acting in connection herewith and then only on the basis that such persons also keep such terms confidential as aforesaid.

7.04 Costs and Expenses

Except as otherwise specified in this Agreement, all costs and expenses (including the fees and disbursements of accountants, legal counsel and other professional advisers) incurred in connection with this Agreement and the completion of the transactions contemplated by this Agreement are to be paid by the party incurring those costs and expenses.

7.05 Time of Essence

Time is of the essence in all respects of this Agreement.

7.06 Notices

Any communication must be in writing and either:

- (a) personally delivered; or
- (b) sent by facsimile, electronic mail or similar method of recorded communication.

Any communication must be sent to the intended recipient at its address as follows:

MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa, Ontario K1Z 1G3

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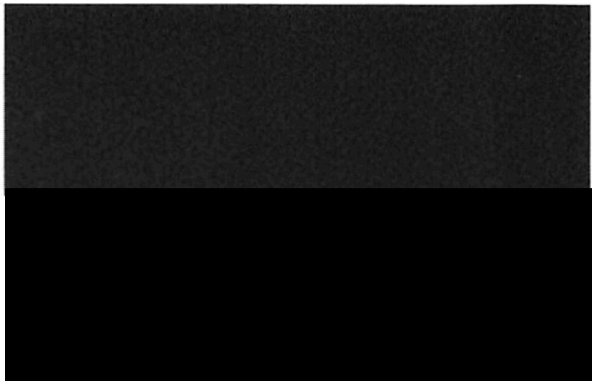
Attention: John Haralovich
Fax: 613-726-9009
E-Mail: john.haralovich@mnp.ca

with a copy to:

Soloway Wright
Ottawa, Ontario
Attention: Andre Ducasse
Fax: 613.238-8507
E-Mail: aducasse@solowaywright.com

with a copy to:

[Purchaser and Purchaser's counsel]



or at such other address as any party may from time to time advise the other by communication given in accordance with this Section 7.06. Any communication delivered to the party to whom it is addressed will be deemed to have been given and received on the day it is so delivered at that party's address, provided that if that day is not a Business Day then the communication will be deemed to have been given and received on the next Business Day. Any communication transmitted by facsimile or other form of recorded communication will be deemed to have been given and received on the day on which it was transmitted (but if the communication is transmitted on a day which is not a Business Day or after 5:00pm (local time of the recipient), the communication will be deemed to have been received on the next Business Day).

7.07 Further Assurances

Each party shall, at the requesting party's cost, execute and deliver such further agreements and documents and provide such further assurances as may be reasonably required by the other party to give effect to this Agreement and, without limiting the generality of the foregoing, shall do or cause to be done all acts and things, execute and deliver or cause to

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be executed and delivered all agreements and documents and provide such assurances, undertakings and information as may be required from time to time by all regulatory or governmental bodies.

7.08 Amendment and Waiver

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does such waiver constitute a continuing waiver unless otherwise expressly provided.

7.09 Assignment and Enurement

Neither this Agreement nor any right or obligation hereunder may be assigned by the Purchaser without the prior consent of the Vendor, which consent may be unreasonably withheld.

7.10 Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction by a Court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement; or the legality, validity or enforceability of that provision in any other jurisdiction.


7.11 Counterparts and Facsimile or Electronic Signature

This Agreement may be executed and delivered by the parties in one or more counterparts, each of which when so executed and delivered will be an original and such counterparts will together constitute one and the same instrument. Delivery of this Agreement by facsimile or electronic transmission constitutes valid and effective delivery.

7.12 Receiver's Liability

MNP Ltd. is signing this Agreement in its capacity as court-appointed receiver of the property, assets and undertakings of the Company, and the Purchaser acknowledges and agrees that MNP Ltd. its solicitors, agents, directors, officers and employees, shall have no personal liability under, as a result of, or in connection with any obligations of the Company (and anyone for whom it is in law responsible) under this Agreement. The Purchaser shall have no recourse in respect of this Agreement against any property or assets except for an unsecured claim against the Company' property, assets and undertakings.

The Purchaser shall indemnify and save harmless the Vendor and its directors, officers, representatives, employees and agents (collectively, the "Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, notices, judgments, suits, claims, demands, costs, expenses or disbursements of any kind or nature whatsoever which



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may be imposed on, incurred by or asserted against the Indemnitees or any of them arising out of or in connection with the operations of the Purchaser on the Purchased Assets or any order, notice, directive, or requirement under, or breaches, violations or non-compliance with any Environmental Laws after the Closing Date or as a result of the disposal, storage, release or threat of release or spill on or about the Purchased Assets of any Hazardous Substance after the Closing Date. The obligation of the Purchaser hereunder shall survive the Closing Date.

The Purchaser shall indemnify the Vendor and save harmless the Indemnitees from and against any and all liabilities, obligations, losses, damages, penalties, notices, judgments, suits, claims, demands, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Indemnitees or any of them arising out of or in connection with the failure of the Purchaser to pay any taxes, duties, fees and like charges exigible in connection with the Agreement. It shall be the Purchaser's sole responsibility to obtain, and pay the cost of obtaining, any consents, permits, licenses or other authorizations necessary or desirable for the transfer to the Purchaser of the Purchased Assets.

The Purchaser agrees to release and discharge the Vendor together with its directors, officers, employees, agents and representatives from every claim of any kind that the Purchaser may make, suffer, sustain or incur in regard to any Hazardous Substance relating to the Purchased Assets. The Purchaser further agrees that the Purchaser will not, directly or indirectly, attempt to compel the Vendor to clean up or remove or pay for the cleanup or removal of any Hazardous Substance, remediate any condition or matter in, on, under or in the vicinity of the Property or seek an abatement in the Purchase Price or damages in connection with any Hazardous Substance. This provision shall not expire with, or be terminated or extinguished by or merged in the Closing of the transaction of purchase and sale, contemplated by this Agreement, and shall survive the termination of this Agreement for any reason or cause whatsoever and the closing of this transaction.

7.13 Binding Agreement

This Agreement when accepted, shall constitute a binding agreement of purchase and sale subject to its terms. It is agreed that there is no representation, warranty, collateral agreement or condition affecting the Agreement or the Property supported hereby other than as expressed herein in writing.

7.14 Non-Merger

The provisions of this Agreement (including, without limitation, the presentations and warranties of the Purchaser), shall survive Closing and shall not merge in the Approval and Vesting Order or in any other documents delivered hereunder.



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7.15 *Contra Proferentum* Rule

This Agreement and all Schedules thereto have been drafted with the equal participation of all the parties hereto and the parties hereto hereby acknowledge and agree that the *contra proferentum* rule has no application.

7.16 Legal Advice

The parties also acknowledge and agree that they have received independent legal advice with respect to the terms and provisions of this Agreement. They further agree and acknowledge that they have freely elected to enter into this Agreement without any duress and that they have not been induced to enter into this Agreement.

7.17 Irrevocability

Purchaser

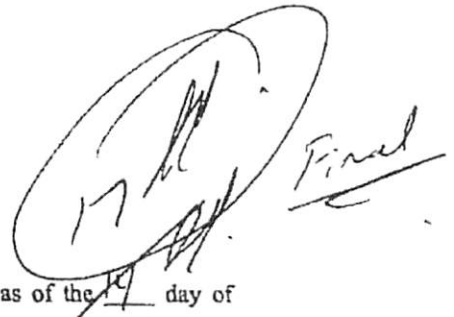
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This Agreement shall be irrevocable by the _____ until 5:00 pm on the 16 day of August, 2023, at which time if not accepted, this Agreement shall be null and void.

(SIGNATURE PAGE TO FOLLOW)




(SIGNATURE PAGE)



Each of the parties has executed and delivered this Agreement, as of the 19 day of August, 2023.

MNP LTD., in its capacity as the court
appointed Receiver of 2192314 Ontario Inc.
and not in its personal or corporate
capacities

Per:


John P. Haralovich, CPA, CA, CIRP, LIT
Senior Vice President
I have authority to bind the Receiver



I have authority to bind the Purchaser



SCHEDULE "A"

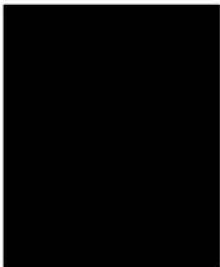
PURCHASED ASSETS

Plus as per the attached list

A handwritten signature or set of initials, possibly 'JH', located in the bottom right corner of the page.

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SPECIAL SERVICES COMPANY - 86 RIVER ROAD, COFFEEVILLE, OR, 97113	
Report Number: 00-29-42 / Effective Date: August 19th, 2023	
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ITEM		QTY	DESCRIPTION
75	1		CAN & HEAD CANNING LINE, (18) CAN PEA BARS, BARK COOKING & BAKING SYSTEM, GATE COOKER, FILL, POLISHING, LOADING TABLE AND OFF LOAD NOTE: TAGGED PROPERTY OF OTHERS - LEASED
76	1		ELECTRIC PUMP CAB, AC MOTOR SPEED CONTROLLER, AMPCO PUMP DRIVE
77	1		BEER BARREL, 100 WASH-100, 2 HEAD CAPACITY
78	1		TOP LOAD CHEST FREEZERS
79	1		CURTIS WALL-WH COOLER MODEL WIC, SAN (30000000)
80	1		WORMHOLE FRONT LOAD ICE MAKER
81	1		SCOTT'S BELLFLOWER 30 DRAIN PALLET
82	1		ASBESTOS REMOVAL, FUTURE, BAKINGHOUSE (EQUIPMENT, SHELVING, STORAGE UNITS, ETC.)
83	1		ASBESTOS REMOVAL CONTAINERS TYPE POLY-PROP
			TOTAL FAIR MARKET



11

SCHEDULE "B"

EXCLUDED ASSETS

- All of the Company's Accounts and Contracts
- Assets owned by third parties
- Personal assets of owners, who will be required to provide sufficient proof of ownership
- Equipment rented by the Company, including but not limited to (2) dishwashers, propane tank, canning line, various kegs, Touch Bistro, security system, telephone lines, internet, linens, 112k transformer

M

SCHEDULE "C"

APPROVAL AND VESTING ORDER

(balance of page intentionally blank; form of Order to follow)

A handwritten signature, possibly reading "M", is located in the lower right quadrant of the page.

1

1

RECEIVER CERTIFICATE

CERTIFICATE 1

AMOUNTS \$60,000.00

1. THIS IS TO CERTIFY that MNP LTD. the receiver (the "Receiver") of all of the assets, undertakings and properties of Tankhouse Developments Inc. (the "Debtor"), acquired for, or used in relation to the Property appointed by Order of the Ontario Superior Court of Justice (the "Court") dated August 24, 2022 (the "Order") made in an action having Court file number CV-22-00089649-000L, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$60,000.00 being part of the total principal sum of \$60,000.00 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 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 700 Silver Seven Road, Suite 100, Kanata, ON, K2V 1C3.
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 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 8th day of May 2023.

MNP LTD.
Court Appointed Receiver of
Tankhouse Developments Inc.

By: 

Name: John Haralovich, CPA, CA, CMA, CIRP, LIT
Title: Senior Vice President
Debtor/Firm: MNP LTD.

12



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of: Ontario
Division No.: 11 - Kingston
Court No.: 33-2983557
Estate No.: 33-2983557

In the Matter of the Bankruptcy of

Tankhouse Developments Inc.

Debtor

MNP LTD / MNP LTÉE

Licensed Insolvency Trustee

Ordinary Administration

Date and time of bankruptcy:	September 07, 2023, 08:49	Security:	\$0.00
Date of trustee appointment:	September 07, 2023		
Meeting of creditors:	September 27, 2023, 10:00 1600 Carling Avenue, Suite 800 Ottawa, Ontario Canada,		
Chair:	Trustee		

CERTIFICATE OF APPOINTMENT - Section 49 of the Act, Rule 85

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- the aforementioned debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: October 10, 2023, 08:11

E-File/Dépôt Electronique

Official Receiver

Place Bell Canada, 160 Elgin Street, 11th Floor, Suite B-100, Ottawa, Ontario, Canada, K2P2P7, (877)376-9902

Canada

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Balances and Charges are as at October 10, 2023

87 River Rd 100-040-04502			
Order of Application of Future Payment	P & I	Admin	Levy
Penalty and Interest	13,562.98		
2021 Interim Bill Installment 1			6,361.93
2021 Admin x2 April & May		6.00	
2021 Interim Bill Installment 2			6,360.00
2021 Admin x1 June		3.00	
2021 Final Bill Installment 1			6,037.02
2021 Admin		3.00	
2021 Final Bill Installment 2			6,037.00
2021 Admin x2 Nov. & Dec.		6.00	
2022 Admin x1 Jan.		3.00	
2022 Interim Bill Installment 1			6,199.98
2022 Admin x1 Mar.		3.00	
2022 Interim Bill Installment 2			6,198.00
2022 Admin x1 May		3.00	
2022 Final Bill Installment 1			6,302.02
2022 Admin x2 July & Aug.		6.00	
2022 Final Bill Installment 2			6,301.00
2022 Admin x1 Oct.		3.00	
2023 Interim Bill Installment 1			6,250.50
2023 Interim Bill Installment 2			6,250.00
2023 Final Bill Installment 1			6,606.18
2023 Final Bill Installment 2			6,605.00
Subtotal	13,562.98	36.00	75,508.63
Total			89,107.61

Combined Breakdown		
P & I	Admin	Levy
14,329.56	-	-
-	-	6,751.75
-	12.00	-
-	-	6,748.00
-	6.00	-
-	-	6,342.05
-	6.00	-
-	-	6,341.00
-	12.00	-
-	6.00	-
-	-	6,547.41
-	6.00	-
-	-	6,544.00
-	6.00	-
-	-	6,654.25
-	12.00	-
-	-	6,653.00
-	6.00	-
-	-	6,600.33
-	-	6,599.00
-	-	6,974.47
-	-	6,973.00
14,329.56	72.00	79,728.26
Total		94,129.82

86 River Rd 100-040-04410			
Order of Application of Future Payment	P & I	Admin	Levy
Penalty and Interest	766.58		
2021 Interim Bill Installment 1			389.82
2021 Admin x2 April & May		6.00	
2021 Interim Bill Installment 2			388.00
2021 Admin x1 June		3.00	
2021 Final Bill Installment 1			305.03
2021 Admin		3.00	
2021 Final Bill Installment 2			304.00
2021 Admin x2 Nov. & Dec.		6.00	
2022 Admin x1 Jan.		3.00	
2022 Interim Bill Installment 1			347.43
2022 Admin x1 Mar.		3.00	
2022 Interim Bill Installment 2			346.00
2022 Admin x1 May		3.00	
2022 Final Bill Installment 1			352.23
2022 Admin x2 July & Aug.		6.00	
2022 Final Bill Installment 2			352.00
2022 Admin x1 Oct.		3.00	
2023 Interim Bill Installment 1			349.83
2023 Interim Bill Installment 2			349.00
2023 Final Bill Installment 1			368.29
2023 Final Bill Installment 2			368.00
Subtotal	766.58	36.00	4,219.63
Total			5,022.21

14



Canada Revenue
Agency

Agence du revenu
du Canada

Tax Centre
Scarborough ON M1P 4Y3

June 20, 2023

TANKHOUSE DEVELOPMENTS INC.
C/O MNP LTD.
800 - 1600 CARLING AVE
OTTAWA ON K1Z 1G3

Account Number
82547 7706 RT0001

Dear Sir or Madam:

Subject: TANKHOUSE DEVELOPMENTS INC.

We understand that you have been appointed receiver or receiver-manager (receiver) for the above GST/HST registrant. Currently, the registrant owes goods and services tax / harmonized sales tax (GST/HST) of \$301,938.09.

Period outstanding	GST/HST payable	Penalty & interest	Total
2019-10-31	31,515.84	6,624.74	38,140.58
2020-01-31	24,486.00	4,706.83	29,192.83
2020-04-30	10,538.49	1,970.29	12,508.78
2020-07-31	22,937.10	4,328.67	27,265.77
2020-10-31	19,170.82	3,113.54	22,284.36
2021-04-30	5,702.54	763.02	6,465.56
2021-07-31	28,521.74	3,411.36	31,933.10
2021-10-31	52,203.52	5,519.80	57,723.32
2022-01-31	6,125.88	564.73	6,690.61
2022-04-30	0.00	43.56	43.56
2022-07-31	39,239.30	2,479.84	41,719.14
2022-08-24	26,411.87	1,558.61	27,970.48
TOTAL	\$ 266,853.10	\$35,084.99	\$301,938.09

Under the Excise Tax Act, \$266,853.10 of the above totals represents property of the Crown held in trust and does not form part of TANKHOUSE DEVELOPMENTS INC.'s property, business, or estate. This is the case whether or not those funds are kept separate and apart from the registrant's own money or from the estate's assets.

.../2

Canada

National Insolvency Office
200 Town Centre Court
Scarborough ON M1P 4Y3

Local: 647-327-8306
Toll Free: 1-833-540-3352
Fax: 416-562-8607
Web site: canada.ca/taxes

- 2 -

Acct No: 82547 7706 RT0001

You must pay the Receiver General for Canada \$266,853.10 out of the realization of any property subject to the trust created by subsection 222(3) of the Act before paying any other creditor. Please send us your payment right away. If this is not possible, please tell us when you will make the payment. Also, please tell us when you will pay the remaining balance of \$35,084.99.

Please note, on July 18, 2022 Canada Revenue Agency registered a lien on title on PIN: 405230199, 405230202, 405240678, Instrument #: HT315308, known municipality as: 87 River Road and 86 River Road in the City of Corbyville, Province of Ontario, R0X 1V0. The value of the lien as of today's day is \$232,204.91 and applies to GST/HST owing for periods ending 2019-10-31 through 2021-11-01. Interest will continue to accrue on this balance until payment in full is received.

As a receiver, you must collect and remit the registrant's GST/HST for the period you are acting as a receiver. You also must file the registrant's returns for any periods ending while you were acting as receiver. This includes any returns the registrant did not file for a period ending in or immediately before the fiscal year you became receiver.

For more information or clarification, please call us at 647-327-8306.

Yours truly,



Richard Moon-Wan
Complex Case Officer

15



Ministry of Finance
Insolvency Unit
33 King St W
PO Box 627
Oshawa ON L1H 8H5

Sept 26 2022

MNF LTD.
800-1600 CARLING AVE
OTTAWA ON K1Z 1G3

186796

Issue Date 21-Sep-2022
Business No. 825477706
Reference No. L0021493696

Proof of Claim

Beer and Wine Tax: 825477706TB0001

Re: Receivership of TANKHOUSE DEVELOPMENTS INC..

Attached is our Proof of Claim and Statement of Account in support thereof for \$15,145.45.

Please forward all notices and correspondence regarding this claim to me at the above address.

If you have any questions please contact me at the toll free number below, extension 18672.

Sherrie Carey
S. Carey
Insolvency Officer

The Bankruptcy and Insolvency Act

PROOF OF CLAIM

(Section 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1), and paragraphs 51(1)(e) and 66.14(b) of the Act)

All notices or correspondence regarding this claim must be forwarded to the following address:
email to InsolvencyUnit@ontario.ca, or address to the Ministry of Finance, Insolvency Unit, 33 King St W, PO Box 627, Oshawa ON L1H 8H5

In the matter of the Receivership of TANKHOUSE DEVELOPMENTS INC. of HAVELOCK, and the claim of Her Majesty the Queen in Right of Ontario as represented by the Minister of Finance creditor.

I, S. Carey of the City/Town of Oshawa in the Province of Ontario, do hereby certify:

1. That I am the duly authorized agent for Her Majesty the Queen in the Right of Ontario as represented herein by the Minister of Finance.
2. That I have knowledge of all the circumstances connected with the claim referred to below.
3. That the debtor was, at the date of the Receivership, namely August 24, 2022, and still is indebted to the creditor in the sum of \$15,145.45, as specified in the statement of account attached and marked "Schedule A" after deducting any counterclaims to which the debtor is entitled.
4. A. ☒ UNSECURED CLAIM of \$1,931.88
That in respect of this debt, I do not hold any assets of the debtor as security and
☒ Regarding the amount of \$1,931.88, I do not claim a right to a priority.
☐ Regarding the amount of \$, I claim a right to a priority under section 136 of the Act.
(Set out on an attached sheet details to support priority claim.)
- B. ☐ CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE
That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which follows:
- C. ☒ SECURED CLAIM of \$13,213.57.
That in respect of this debt, I hold assets of the debtor valued at \$13,213.57 as security, particulars of which are as follows:
SECURITY DETAILS - PPSA LIEN
- D. ☐ CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST of \$0.00
That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$.
- E. ☐ CLAIM BY WAGE EARNER OF \$ _____
That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____
That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____
- F. ☐ CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN
OF \$ _____
That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____
That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____

Page 2 of PROOF OF CLAIM

RE: TANKHOUSE DEVELOPMENTS INC.

G. () CLAIM AGAINST DIRECTOR OF \$

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows: N/A

H. () CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

5. That, to the best of my knowledge, the creditor is not related to the debtor within the meaning of section 4 of the Act, and has not dealt with the debtor in a non-arm's length manner.
6. That the following are the payments that I have received from, the credits that I have allowed to, and transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within 12 months) immediately before the date of the initial bankruptcy event within the meaning of subsection 2(1) of the Act.

Dated at OSHAWA, ONTARIO, this 21st day of September, 2022.



Witness



Creditor

Note: If an affidavit is attached, it must have been sworn to before a person qualified to take affidavits.

Warnings: A trustee may, pursuant to subsection 128(3) of the *Bankruptcy and Insolvency Act*, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the *Bankruptcy and Insolvency Act* provides severe penalties for making any false claim, proof, declaration or statement of account.

**STATEMENT OF ACCOUNT
SCHEDULE "A"****Statement of Liability as at August 24, 2022**

Re: TANKHOUSE DEVELOPMENTS INC.

Beer and Wine Tax
825477706TB0001

Tax payable as at: 24-Aug-2022 \$15,145.45



Ontario

Ministry of Finance
Insolvency Unit
33 King St W
PO Box 627
Oshawa ON L1H 9H5

MNE LTD,
1600 CARLING AVE UNIT 800
OTTAWA ON K1L 1G3

(0000)

Issue Date 01-Nov-2022
Business No. 825477706

Deemed Trust Claim

Subsection 33(2) & (3) of the Alcohol, Cannabis and Gaming Regulation and Public Protection Act, 1996

Beer and Wine Tax: 825477706TB0001

Re: TANKHOUSE DEVELOPMENTS INC.
Deemed Trust Liability \$15,215.15

It is our understanding that you or your client has seized the assets of the above debtor. Subsection 33(2) & (3) of the *Alcohol, Cannabis and Gaming Regulation and Public Protection Act, 1996* (hereinafter referred to as "the Act") is applicable to your actions.

Under Subsection 33(2) & (3) of the Act, the property of the above debtor is deemed to be beneficially owned by Her Majesty the Queen in right of Ontario, despite any security interest. The proceeds of the sale of such property, less the costs of taking possession, are to be paid to the Minister of Finance in priority to all other interests. These interests include, but are not limited to, all mortgages, lease arrears, debentures, real property liens, chattel mortgages, general security agreements, and conditional sales contracts.

Since we were unable to obtain the beer and wine tax figures for the period(s): N/A

We submit a Deemed Trust Claim of \$15,215.11, which must be paid in priority to all other interests.

Upon completion of the liquidation of the debtor's assets, please forward a cheque in the amount of \$15,215.11 to cover the period 31-Dec-2019 to 31-Aug-2022, made payable to the Minister of Finance. We will issue the Clearance Certificate upon receipt of the funds.

Under the Act, you are required to obtain a Minister's Certificate prior to disposing of the assets or disbursing the proceeds of sale of the debtor's assets. Failure to obtain this certificate will result in you or your client being held personally liable for the taxes, penalties and interest owing.

If you or your client becomes aware of a bankruptcy for the debtor, kindly advise our office.

If further information is required, please contact Ms. Carey at 437-236-2778 or email sherrise.carey@ontario.ca.



Ministry of Finance
Insolvency Unit
33 King St. W.
PO Box 627
Oshawa, ON L1H 6H5

NRP LTD.,
1600 CARLING AVE UNIT 800
OTTAWA ON K1Z 1G3

(NRP)

Issue Date 01-Nov-2022

Business No. 825477706

Deemed Trust Claim

Subsection 33(2) & (3) of the *Alcohol, Cannabis and Gaming Regulation and Public Protection Act, 1996*

Beer and Wine Tax: 825477706TB0001

Re: TANKHOUSE DEVELOPMENTS INC.
Deemed Trust Liability \$15,215.15

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Since we were unable to obtain the beer and wine tax figures for the period(s): N/A

We submit a Deemed Trust Claim of \$15,215.11, which must be paid in priority to all other interests.

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If you or your client becomes aware of a bankruptcy for the debtor, kindly advise our office,

If further information is required please contact Ms. Carey at 437-236-2778 or email sherrise.carey@ontario.ca.

16



Canada Revenue
Agency

Agence du revenu
du Canada

Tax Centre
Hamilton ON L8R 3P7

Nov 3/2022
SD

October 27, 2022

TANKHOUSE DEVELOPMENTS INC.
C/O MNP LTD.
800 - 1500 CARLING AVE
OTTAWA ON K1Z 1G3

Account Number
82547 7706 RP0001

Dear John Haralovich:

Subject: TANKHOUSE DEVELOPMENTS INC. sometime carrying on business
as SIGNAL BREWERY
Account number: 82547 7706 RP0001

We were told that you have been appointed as receiver for the
above-named. There is a debt owed to the Canada Revenue Agency for
source deductions amounting to \$1,947.59 for income tax and Canada
Pension Plan (CPP) contributions, as well as employment insurance
(EI) premiums.

Details of the debt are as follows:

Tax deductions:	\$1,404.87
CPP:	\$0.00
EI:	\$0.00
Penalties and interest:	\$543.84
Total:	\$1,948.71

Further to the Income Tax Act, the Canada Pension Plan, and the
Employment Insurance Act, the following amounts, which are
included in the above totals, are trust funds and form no part of
the property, business, or estate of TANKHOUSE DEVELOPMENTS INC.
sometime carrying on business as SIGNAL BREWERY in receivership.

Federal income tax:	\$0.00
Provincial income tax:	\$0.00
CPP employee part:	\$0.00
EI employee part:	\$0.00
Total:	\$0.00

Payment for the total amount of this trust, namely \$0.00, must be
made to the Receiver General for Canada out of the realization of
any property that is subject to these statutory trusts in priority

.../2

Canada

National Insolvency Office
55 Bay Street North
Hamilton ON L8R 3P7

Local :
Fax :
Web site :

416-997-1102
416-954-6411
canada.ca/taxes

to all other creditors.

Please let us know when payment of this trust amount and the remaining balance of \$1,948.71 will be made.

This letter also serves as notice that should payment be made for any amount described in subsection 153(1) of the Income Tax Act for periods before or after your appointment, you must withhold tax deductions and remit payments in accordance with that subsection and sections 101 and 108 of the Income Tax Regulations.

Also, see section 5 of the Employment Insurance Act and section 8 of the Canada Pension Plan Regulations.

For more information or clarification, please call me at 416-997-1102.

Yours truly,



ISSUED ON BEHALF OF

Kamila Figaszewska
Complex Case Officer

17



Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #21

40523-0199 (LT)

PAGE 1 OF 3
PREPARED FOR AndreiD
ON 2022/06/27 AT 11:27:46

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

PROPERTY DESCRIPTION: PT LT 4 PL 61 THURLOW; PT 4 21R23923; BELLEVILLE ; COUNTY OF HASTINGS

PROPERTY REMARKS: PLANNING ACT CONSENT IN DOCUMENT HT138914.

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

DIVISION FROM 40523-0032

PIN CREATION DATE:

2013/05/08

OWNERS' NAMES

TANKHOUSE DEVELOPMENTS INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2013/05/08 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2004/07/26 **						
21R4100	1978/08/29	PLAN REFERENCE				C
21R9296	1986/06/19	PLAN REFERENCE				C
QR514087	1995/05/01	AGREEMENT		*** DELETED AGAINST THIS PROPERTY ***	TOWNSHIP OF THURLOW	
QR548568	1997/10/29	NOTICE				C
REMARKS: AIRPORT ZONING REGULATIONS						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1997/10/28' TO '1997/10/29' ON 2004/07/19 BY LAND REGISTRAR # 2.						
QR606772	2002/03/19	CHARGE		*** DELETED AGAINST THIS PROPERTY ***	SENIOR CAPITAL CORPORATION LTD.	
HT56170	2010/05/13	NOTICE OF LEASE		*** DELETED AGAINST THIS PROPERTY ***	CPK INTERIOR PRODUCTS INC.	
1382921 ONTARIO INC.						
21R23923	2013/02/11	PLAN REFERENCE				C

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



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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #21

40523-0199 (LT)

PAGE 2 OF 3
PREPARED FOR Andre101
ON 2022/06/27 AT 11:27:46

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HT138010	2013/04/09	APL (GENERAL)		*** DELETED AGAINST THIS PROPERTY *** 1382921 ONTARIO INC.	CPK INTERIOR PRODUCTS INC.	
		REMARKS: AMENDS LEASE HT96170				
HT138796	2013/04/30	DISCH OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** SENIOR CAPITAL CORPORATION LTD.		
		REMARKS: QR606772, PTS 1,4&5 21R23923				
HT138914	2013/04/30	TRANSFER	\$1	1382922 ONTARIO INC. 1382921 ONTARIO INC.	TANKHOUSE DEVELOPMENTS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
HT138915	2013/04/30	CHARGE		*** DELETED AGAINST THIS PROPERTY *** TANKHOUSE DEVELOPMENTS INC.	1382922 ONTARIO INC.	
HT138916	2013/04/30	NO OPTION PURCHASE		*** DELETED AGAINST THIS PROPERTY *** TANKHOUSE DEVELOPMENTS INC.	1382922 ONTARIO INC. 1382921 ONTARIO INC.	
		REMARKS: EXPIRY 2112/04/30				
HT146464	2013/09/26	APL (GENERAL)		*** COMPLETELY DELETED *** CPK INTERIOR PRODUCTS INC.		
		REMARKS: DELETE HT86170				
HT146465	2013/09/26	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF BELLEVILLE		
		REMARKS: DELETE QR514087				
HT145558	2013/09/27	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF BELLEVILLE		
		REMARKS: TO DELETE QR514086				
HT165559	2014/12/16	NOTICE		*** COMPLETELY DELETED *** TANKHOUSE DEVELOPMENTS INC.	1382922 ONTARIO INC.	
		REMARKS: HT138915				
HT183192	2016/01/06	NOTICE		*** COMPLETELY DELETED *** TANKHOUSE DEVELOPMENTS INC.	1382922 ONTARIO INC.	
		REMARKS: HT138915				
HT183323	2016/01/08	CHARGE		*** COMPLETELY DELETED *** TANKHOUSE DEVELOPMENTS INC.	GUZAR, RANDY	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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LAND
REGISTRY
OFFICE #21

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

40523-0199 (LT)

PAGE 3 OF 3
PREPARED FOR Andre101
ON 2022/06/27 AT 11:27:46

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HT183327	2016/01/08	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** TANKHOUSE DEVELOPMENTS INC.	GUZAR, RANDY	
		REMARKS: HT183323,				
HT201955	2017/01/10	CHARGE	\$1,500,000	TANKHOUSE DEVELOPMENTS INC.	BUSINESS DEVELOPMENT BANK OF CANADA	C
HT201987	2017/01/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** GUZAR, RANDY		
		REMARKS: HT183323,				
HT202008	2017/01/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1382922 ONTARIO INC.		
		REMARKS: HT138915,				
HT202009	2017/01/10	APL (GENERAL)		*** COMPLETELY DELETED *** 1382922 ONTARIO INC.		
		REMARKS: DELETE INSTRUMENT HT138916				
HT202010	2017/01/10	APL (GENERAL)		*** COMPLETELY DELETED *** TANKHOUSE DEVELOPMENTS INC.		
		REMARKS: DELETE HT138010				
HT202106	2017/01/12	NOTICE	\$2	THE CORPORATION OF THE CITY OF BELLEVILLE		C
HT285652	2021/04/28	CHARGE	\$300,000	TANKHOUSE DEVELOPMENTS INC.	FARM CREDIT CANADA	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #21

40523-0202 (LT)

PAGE 1 OF 3
PREPARED FOR Andre101
ON 2022/06/27 AT 11:29:19

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

PROPERTY DESCRIPTION: PT LT 14 PL 44 THURLOW; PT LT 4 PL 61 THURLOW; PT EARLE STREET PL 61 THURLOW CLOSED BY RBL208, PT 3 21R23923; BELLEVILLE ; COUNTY OF HASTINGS

PROPERTY REMARKS: PLANNING ACT CONSENT IN DOCUMENT HT138914.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 40523-0053

PIN CREATION DATE:
2013/05/08

OWNERS' NAMES
TANKHOUSE DEVELOPMENTS INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2013/05/08 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2004/07/26 **						
21R9296	1985/06/19	PLAN REFERENCE				C
21R16911	1995/04/20	PLAN REFERENCE				C
QR514086	1995/05/01	AGREEMENT		*** DELETED AGAINST THIS PROPERTY ***	TOWNSHIP OF THURLOW	
QR514087	1995/05/01	AGREEMENT		*** DELETED AGAINST THIS PROPERTY ***	TOWNSHIP OF THURLOW	
QR548568	1997/10/29	NOTICE				C
REMARKS: AIRPORT ZONING REGULATIONS						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1997/10/28' TO '1997/10/29' ON 2004/07/19 BY LAND REGISTRAR # 2.						
21R23923	2013/02/11	PLAN REFERENCE				C
HT138914	2013/04/30	TRANSFER	51	1382922 ONTARIO INC. 1382921 ONTARIO INC.	TANKHOUSE DEVELOPMENTS INC.	C
REMARKS: PLANNING ACT STATEMENTS.						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
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40523-0202 (LT)

PAGE 2 OF 3
PREPARED FOR Andrei01
ON 2022/06/27 AT 11:29:19

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HT138915	2013/04/30	CHARGE		*** DELETED AGAINST THIS PROPERTY *** TANKHOUSE DEVELOPMENTS INC.	1382922 ONTARIO INC.	
HT138916	2013/04/30	NO OPTION PURCHASE		*** DELETED AGAINST THIS PROPERTY *** TANKHOUSE DEVELOPMENTS INC.	1382922 ONTARIO INC. 1382921 ONTARIO INC.	
	REMARKS: EXPIRY	2112/04/30				
HT146465	2013/09/26	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF BELLEVILLE		
	REMARKS: DELETE	QR514087				
HT146568	2013/09/27	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF BELLEVILLE		
	REMARKS: TO DELETE	QR514086				
HT165559	2014/12/16	NOTICE		*** COMPLETELY DELETED *** TANKHOUSE DEVELOPMENTS INC.	1382922 ONTARIO INC.	
	REMARKS: HT138915					
HT183192	2016/01/06	NOTICE		*** COMPLETELY DELETED *** TANKHOUSE DEVELOPMENTS INC.	1382922 ONTARIO INC.	
	REMARKS: HT138915					
HT183323	2016/01/08	CHARGE		*** COMPLETELY DELETED *** TANKHOUSE DEVELOPMENTS INC.	GUZAR, RANDY	
HT183327	2016/01/08	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** TANKHOUSE DEVELOPMENTS INC.	GUZAR, RANDY	
	REMARKS: HT183323.					
HT201955	2017/01/10	CHARGE	\$1,500,000	TANKHOUSE DEVELOPMENTS INC.	BUSINESS DEVELOPMENT BANK OF CANADA	C.
HT201987	2017/01/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** GUZAR, RANDY		
	REMARKS: HT183323.					
HT202008	2017/01/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1382922 ONTARIO INC.		
	REMARKS: HT138915.					
HT202009	2017/01/10	APL (GENERAL)		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #21

40523-0202 (LT)

PAGE 3 OF 3
PREPARED FOR Andrei01
ON 2022/06/27 AT 11:29:19

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: DELETE INSTRUMENT HT138916		1382922 ONTARIO INC.		
HT202106	2017/01/12	NOTICE	52	THE CORPORATION OF THE CITY OF BELLEVILLE		C
HT218548	2017/11/03	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** 348461 ONTARIO LIMITED		
HT220881	2017/12/18	CERTIFICATE		*** COMPLETELY DELETED *** 348461 ONTARIO LTD.		
		REMARKS: HT218548 DELETED BY HT222677				
HT222677	2018/01/29	APL DEL CONST LIEN		*** COMPLETELY DELETED *** 348461 ONTARIO LIMITED		
		REMARKS: HT218548.				
HT285652	2021/04/28	CHARGE	5300,000	TANKHOUSE DEVELOPMENTS INC.	FARM CREDIT CANADA	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #21

40524-0678 (LT)

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

PAGE 1 OF 3
PREPARED FOR Andre101
ON 2022/06/27 AT 11:28:36

PROPERTY DESCRIPTION: FT BLK A PL 61 THURLOW; FT PARSONAGE LT PL 44 THURLOW; PT 1 21R23923; BELLEVILLE; COUNTY OF HASTINGS

PROPERTY REMARKS: PLANNING ACT CONSENT IN DOCUMENT HT138906.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 40524-0244

PIN CREATION DATE:
2013/05/08

OWNERS' NAMES
TANKHOUSE DEVELOPMENTS INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2013/05/08 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2004/07/26 **						
21R4061	1978/08/10	PLAN REFERENCE			TOWNSHIP OF THURLOW	C
21R9296	1986/06/19	PLAN REFERENCE				C
21R14443	1991/05/30	PLAN REFERENCE				C
QR514086	1995/05/01	AGREEMENT				C
QR548568	1997/10/29	NOTICE			SENIOR CAPITAL CORPORATION LTD.	C
REMARKS: AIRPORT ZONING REGULATIONS						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1997/10/28' TO '1997/10/29' ON 2004/07/19 BY LAND REGISTRAR # 2.						
QR606772	2002/03/19	CHARGE		*** DELETED AGAINST THIS PROPERTY ***		
HT135855	2013/02/06	LR'S ORDER		LAND REGISTRAR, HASTINGS (LRD2)		C
REMARKS: AMENDS THUMBNAIL TO INCLUDE PARSONAGE LT PL 44						
21R23923	2013/02/11	PLAN REFERENCE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
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OFFICE #21

40524-0678 (LT)

PAGE 2 OF 3
PREPARED FOR Andrei01
ON 2022/06/27 AT 11:28:36

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HT138796	2013/04/30	DISCH OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** SENIOR CAPITAL CORPORATION LTD.		
		REMARKS: Q606772. PTS 1,465 21R23923				
HT138906	2013/04/30	TRANSFER	5175,000	1382922 ONTARIO INC.	TANKHOUSE DEVELOPMENTS INC.	C
HT138915	2013/04/30	CHARGE		*** DELETED AGAINST THIS PROPERTY *** TANKHOUSE DEVELOPMENTS INC.	1382922 ONTARIO INC.	
HT165559	2014/12/16	NOTICE		*** COMPLETELY DELETED *** TANKHOUSE DEVELOPMENTS INC.	1382922 ONTARIO INC.	
		REMARKS: HT138915				
HT183192	2016/01/06	NOTICE		*** COMPLETELY DELETED *** TANKHOUSE DEVELOPMENTS INC.	1382922 ONTARIO INC.	
		REMARKS: HT138915				
HT183323	2016/01/08	CHARGE		*** COMPLETELY DELETED *** TANKHOUSE DEVELOPMENTS INC.	GUZAR, RANDY	
HT183327	2016/01/08	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** TANKHOUSE DEVELOPMENTS INC.	GUZAR, RANDY	
		REMARKS: HT183323.				
HT201955	2017/01/10	CHARGE	51,500,000	TANKHOUSE DEVELOPMENTS INC.	BUSINESS DEVELOPMENT BANK OF CANADA	C
HT201987	2017/01/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** GUZAR, RANDY		
		REMARKS: HT183323.				
HT202008	2017/01/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1382922 ONTARIO INC.		
		REMARKS: HT138915.				
HT202106	2017/01/12	NOTICE	\$2	THE CORPORATION OF THE CITY OF BELLEVILLE		C
HT210014	2017/06/23	CHARGE	5250,000	TANKHOUSE DEVELOPMENTS INC.	TRENVAL BUSINESS DEVELOPMENT CORPORATION	C
HT218548	2017/11/03	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** 348461 ONTARIO LIMITED		
HT220881	2017/12/18	CERTIFICATE		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #21

40524-0678 (LT)

PAGE 3 OF 3
PREPARED FOR Andrei01
ON 2022/05/27 AT 11:29:36

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HT222677	2018/01/29	APL DEL CONST LIEN		348461 ONTARIO LTD. *** COMPLETELY DELETED *** 348461 ONTARIO LIMITED		
HT285652	2021/04/28	CHARGE	\$300,000	TANKHOUSE DEVELOPMENTS INC.	FARM CREDIT CANADA	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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Liens : 7 Pages : 25

Searched :06SEP2023 00:04 PM
 Printed :06SEP2023 00:05 PM

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
 CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:01:35
 ACCOUNT : 009233-0001 FAMILY : 1 OF 7 ENQUIRY PAGE : 1 OF 25
 FILE CURRENCY : 05SEP 2023
 SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 723353193 EXPIRY DATE : 13DEC 2048 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20161213 1341 9161 0698 REG TYP: P PPSA REG PERIOD: 01
 02 IND DOB : IND NAME:
 03 BUS NAME: TANKHOUSE DEVELOPMENTS INC.

OCN :
 04 ADDRESS : SUITE 31, 271 FRONT STREET
 CITY : BELLEVILLE PROV: ON POSTAL CODE: K8N 2Z6
 05 IND DOB : IND NAME:
 06 BUS NAME: SIGNAL BREWING AND DISTILLING

DCN :
 07 ADDRESS : SUITE 31, 271 FRONT STREET
 CITY : BELLEVILLE PROV: ON POSTAL CODE: K8N 2Z6
 08 SECURED PARTY/LIEN CLAIMANT :

BUSINESS DEVELOPMENT BANK OF CANADA
 09 ADDRESS : 201-1000 GARDINERS ROAD, BOX 265
 CITY : KINGSTON PROV: ON POSTAL CODE: K8N 2Z6
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X
 YEAR MAKE MODEL V.I.N.

11
 12
 GENERAL COLLATERAL DESCRIPTION
 13 GENERAL SECURITY AGREEMENT
 14
 15

16 AGENT: ROBERT MARTIN - HARDTMAN & MARTIN
 17 ADDRESS : 202-11 PRINCESS ST, PO BOX 879
 CITY : KINGSTON PROV: ON POSTAL CODE: K7L 4X8

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 12:01:38
ACCOUNT : 009233-0001 FAMILY : 1 OF 7 ENQUIRY PAGE : 2 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

FILE NUMBER 723353193

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20170110 0841 9161 0707
21 REFERENCE FILE NUMBER : 723353193
22 AMEND PAGE: NO PAGE: CHANGE: 8 RENEWAL REN YEARS: 22 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: TANKHOUSE DEVELOPMENTS INC.

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFeree:

03/06 BUS NAME/TRFEE:

DCN:

04/07 ADDRESS:

CITY:

PROV:

POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :

PROV :

POSTAL CODE :

CONS.

MV

DATE OF

NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER

INCL

AMOUNT

MATURITY OR

MAT DATE

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16 NAME : ROBERT MARTIN - HARDTMAN & MARTIN

17 ADDRESS : 202-11 PRINCESS ST, PO BOX 079

CITY : KINGSTON

PROV : ON

POSTAL CODE : K7L 4X8

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 12:01:41
ACCOUNT : 009233-0001 FAMILY : 1 OF 7 ENQUIRY PAGE : 3 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

FILE NUMBER 723353193

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20171221 1039 2611 3297
21 REFERENCE FILE NUMBER : 723353193
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 09 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: TANKHOUSE DEVELOPMENTS INC.

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFeree:

03/06 BUS NAME/TRFEE:

DCN:

04/07 ADDRESS:

CITY:

PROV:

POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :

PROV :

POSTAL CODE :

CONS.

MV

DATE OF

NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER

INCL

AMOUNT

MATURITY OR

MAT DATE

10

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16 NAME : BDC LEGAL - CD (110556-02)

17 ADDRESS : 121 KING STREET WEST, 1200

CITY : TORONTO

PROV : ON

POSTAL CODE : M5H 3T9

P55ME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:01:44
ACCOUNT : 009233-0001 FAMILY : 2 OF 7 ENQUIRY PAGE : 4 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 730906479 EXPIRY DATE : 15AUG 2028 STATUS :
01 CAUTION FILING : PAGE : 01 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20170815 1706 1462 4439 REG TYP: P PPSA REG PERIOD: 11
02 IND DOB : IND NAME:
03 BUS NAME: TANKHOUSE DEVELOPMENTS INC OCN : 002322059

04 ADDRESS : 87 RIVER ROAD
CITY : CORBYVILLE PROV: ON POSTAL CODE: K0K1V8
05 IND DOB : IND NAME:
06 BUS NAME: CLOTHBUILDERS HOLDINGS INC OCN : 002072007

07 ADDRESS : 271 FRONT STREET
CITY : BELLEVILLE PROV: ON POSTAL CODE: K8N2Z6
08 SECURED PARTY/LIEN CLAIMANT :
TRENVAL BUSINESS DEVELOPMENT CORPORATION
09 ADDRESS : 2848 WALLBRIDGE-LOYALIST RD., PO BOX 610
CITY : BELLEVILLE PROV: ON POSTAL CODE: K8N5B3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X 250000 X
YEAR MAKE MODEL V.I.N.

11
12
GENERAL COLLATERAL DESCRIPTION
13 PROMISSORY NOTE AND GENERAL SECURITY AGREEMENT - A SECURITY INTEREST
14 IN ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, EXCEPT CONSUMER
15 GOODS.
16 AGENT: TRENVAL BUSINESS DEVELOPMENT CORPORATION
17 ADDRESS : 2848 WALLBRIDGE/LOYALIST RD., PO BOX 610
CITY : BELLEVILLE PROV: ON POSTAL CODE: K8N4Z5

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:01:48
ACCOUNT : 009233-0001 FAMILY : 2 OF 7 ENQUIRY PAGE : 5 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 730906479 EXPIRY DATE : 15AUG 2028 STATUS :
01 CAUTION FILING : PAGE : 02 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20170815 1706 1462 4439 REG TYP: P PPSA REG PERIOD: 11
02 IND DOB : 30DEC1962 IND NAME: RICHARD G COURNEYEA
03 BUS NAME:

OCN :
04 ADDRESS : 271 FRONT STREET SUITE 31
CITY : BELLEVILLE PROV: ON POSTAL CODE: K8N2Z6
05 IND DOB : 02SEP1967 IND NAME: SEAN A HIBBERT
06 BUS NAME:

OCN :
07 ADDRESS : 278 RIVER ROAD - RR1
CITY : CORBYVILLE PROV: ON POSTAL CODE: K8K1V8
08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY, EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.

11
12
13 GENERAL COLLATERAL DESCRIPTION
14
15

16 AGENT: TRENVAL BUSINESS DEVELOPMENT CORPORATION
17 ADDRESS : 2848 WALLBRIDGE/LOYALIST RD., PO BOX 610
CITY : BELLEVILLE PROV: ON POSTAL CODE: K8N4Z5

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 1C REGISTRATION ~ SCREEN 1 12:01:51
ACCOUNT : 009233-0001 FAMILY : 3 OF 7 ENQUIRY PAGE : 6 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 735583995 EXPIRY DATE : 11JAN 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20180111 1007 5098 8171 REG TYP: P PPSA REG PERIOD: 06
02 IND DOB : IND NAME:
03 BUS NAME: TANKHOUSE DEVELOPMENTS INC.

OCN :
04 ADDRESS : 7-79 RIVER ROAD
CITY : CORBYVILLE PROV: ON POSTAL CODE: K0K 1V0
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
FARM CREDIT CANADA

09 ADDRESS : SUITE 200 - 1133 ST-GEORGE BLVD
CITY : MONCTON PROV: NB POSTAL CODE: E1E 4E1
CONS. MV DATE OF OR NO FIXED
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X
YEAR MAKE MODEL V.I.N.

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12
GENERAL COLLATERAL DESCRIPTION
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16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:01:54
ACCOUNT : 009233-0001 FAMILY : 4 OF 7 ENQUIRY PAGE : 7 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 735584085 EXPIRY DATE : 11JAN 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20180111 1009 5098 8172 REG TYP: P PPSA REG PERIOD: 06
02 IND DOB : IND NAME:
03 BUS NAME: TANKHOUSE DEVELOPMENTS INC.

OCN :

04 ADDRESS : 7-79 RIVER ROAD
 CITY : CORBYVILLE PROV: ON POSTAL CODE: K9K 1V8
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :

07 ADDRESS :
 CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
 FARM CREDIT CANADA

09 ADDRESS : SUITE 200 - 1133 ST-GEORGE BLVD
 CITY : MONCTON PROV: NB POSTAL CODE: E1E 4E1
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
 YEAR MAKE MODEL V.I.N.

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12
GENERAL COLLATERAL DESCRIPTION

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16 AGENT:
17 ADDRESS :
 CITY : PROV: POSTAL CODE:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:01:58
ACCOUNT : 000233-0001 FAMILY : 5 OF 7 ENQUIRY PAGE : 8 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 735585678 EXPIRY DATE : 11JAN 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20180111 1059 5098 8173 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME:
03 BUS NAME: TANKHOUSE DEVELOPMENTS INC.

DCN :
04 ADDRESS : 7-79 RIVER ROAD
CITY : CORBYVILLE PROV: ON POSTAL CODE: K0K 1V6
05 IND DOB : IND NAME:
06 BUS NAME:

DCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
FARM CREDIT CANADA

09 ADDRESS : SUITE 200 - 1133 ST-GEORGE BLVD
CITY : MONCTON PROV: NB POSTAL CODE: E1E 4E1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCT'S OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:02:01
ACCOUNT : 009233-0001 FAMILY : 6 OF 7 ENQUIRY PAGE : 9 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 761116464 EXPIRY DATE : 20MAR 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 10 MV SCHEDULE ATTACHED :
REG NUM : 20200320 1651 1793 8645 REG TYP: P PPSA REG PERIOD: 4
02 IND DOB : IND NAME:
03 BUS NAME: TANKHOUSE DEVELOPMENTS INC.

OCN : 2322059

04 ADDRESS : 86 RIVER ROAD
CITY : CORBYVILLE PROV: ON POSTAL CODE: K0K1V0
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
NORTH KEGS CORP

09 ADDRESS : 216-2222 S SHERIDAN WAY
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5J2M4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY: EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X 60711 X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 [SIGNAL BREWERY]

14

15 NORTH KEGS AGREES TO LEASE TO THE LESSEE, AND THE LESSEE AGREES TO

16 AGENT: NORTH KEGS CORPORATION

17 ADDRESS : 216-2222 S SHERIDAN WAY

CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5J2M4

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:02:07
ACCOUNT : 009233-0001 FAMILY : 6 OF 7 ENQUIRY PAGE : 11 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 761116464 EXPIRY DATE : 20MAR 2024 STATUS :
01 CAUTION FILING : PAGE : 003 OF 10 MV SCHEDULE ATTACHED :
REG NUM : 20200320 1651 1793 8645 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GODDS INVTRY, EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 SUBSTANTIALLY IN THE FORM ATTACHED HERETO AS EXHIBIT A, A SCHEDULE,

14 OR SUCH OTHER FORM AS THE PARTIES MAY AGREE. EACH LEASE OF KEYS

15 DESCRIBED IN A SCHEDULE, A LEASE, SHALL INCORPORATE ALL OF THE TERMS

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:02:09
ACCOUNT : 009233-0001 FAMILY : 6 OF 7 ENQUIRY PAGE : 12 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 761116464 EXPIRY DATE : 20MAR 2024 STATUS :
01 CAUTION FILING : PAGE : 004 OF 10 MV SCHEDULE ATTACHED :
REG NUM : 28200320 1651 1793 8645 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

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12

GENERAL COLLATERAL DESCRIPTION

13 AND CONDITIONS OF THIS MASTER AGREEMENT, SHALL CONTAIN SUCH

14 ADDITIONAL TERMS AS THE LESSEE AND NORTH KEYS SHALL AGREE UPON, AND

15 SHALL CONSTITUTE AN AGREEMENT SEPARATE AND DISTINCT FROM THIS MASTER

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY IC REGISTRATION - SCREEN 1 12:02:12
ACCOUNT : 009233-0001 FAMILY : 6 OF 7 ENQUIRY PAGE : 13 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 761116464 EXPIRY DATE : 20MAR 2024 STATUS :
01 CAUTION FILING : PAGE : 005 OF 10 MV SCHEDULE ATTACHED :
REG NUM : 20200320 1651 1793 0645 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY, EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

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12

GENERAL COLLATERAL DESCRIPTION

13 AGREEMENT AND ANY OTHER LEASE. IN THE EVENT OF A CONFLICT BETWEEN

14 THE PROVISIONS OF THIS MASTER AGREEMENT AND ANY LEASE, THE

15 PROVISIONS OF THE LEASE SHALL PREVAIL WITH RESPECT TO THAT LEASE.

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:02:15
ACCOUNT : 009233-0001 FAMILY : 6 OF 7 ENQUIRY PAGE : 14 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 761116464 EXPIRY DATE : 20MAR 2024 STATUS :
01 CAUTION FILING : PAGE : 006 OF 10 MV SCHEDULE ATTACHED :
REG NUM : 20200320 1651 1793 8645 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:
03 BUS NAME:

OCN :

04 ADDRESS :
CITY : PROV: POSTAL CODE:

05 IND DOB : IND NAME:
06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY, EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

11
12

GENERAL COLLATERAL DESCRIPTION

13 1.2 IT IS EXPRESSLY UNDERSTOOD THAT THE KEYS ARE, AND SHALL AT ALL
14 TIMES REMAIN, PERSONAL PROPERTY OF NORTH KEYS. THE LESSEE SHALL HAVE
15 NO RIGHT, TITLE OR INTEREST IN THE KEYS EXCEPT AS EXPRESSLY PROVIDED
16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY IC REGISTRATION - SCREEN 1 12:02:22
ACCOUNT : 009233-0001 FAMILY : 6 OF 7 ENQUIRY PAGE : 16 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 761116464 EXPIRY DATE : 20MAR 2024 STATUS :
01 CAUTION FILING : PAGE : 008 OF 10 MV SCHEDULE ATTACHED :
REG NUM : 20200320 1651 1793 8645 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY, EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

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12

GENERAL COLLATERAL DESCRIPTION

13

14 FRANKE BLEFA STAINLESS STEEL KEYS, MANUFACTURED IN GERMANY WITH

15 SANKE D VALVE

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:02:24
ACCOUNT : 009233-0001 FAMILY : 6 OF 7 ENQUIRY PAGE : 17 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 761116464 EXPIRY DATE : 20MAR 2024 STATUS :
01 CAUTION FILING : PAGE : 009 OF 10 MV SCHEDULE ATTACHED :
REG NUM : 20200320 1651 1793 8645 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 294 X 301

14

15 THIELMANN STAINLESS STEEL KEGS WITH SANKE D VALVE

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:02:27
ACCOUNT : 009233-0001 FAMILY : 6 OF 7 ENQUIRY PAGE : 18 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 761116464 EXPIRY DATE : 20MAR 2024 STATUS :
01 CAUTION FILING : PAGE : 010 OF 10 MV SCHEDULE ATTACHED :
REG NUM : 20200320 1651 1793 8645 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:
03 BUS NAME:

OCN :

04 ADDRESS :
CITY : PROV: POSTAL CODE:

05 IND DOB : IND NAME:
06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 294 X 30L

14

15

16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:02:30
ACCOUNT : 009233-0001 FAMILY : 7 OF 7 ENQUIRY PAGE : 19 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC.

00 FILE NUMBER : 765671436 EXPIRY DATE : 11SEP 2026 STATUS :
01 CAUTION FILING : PAGE : 01 OF 007 MV SCHEDULE ATTACHED :
REG NUM : 20200911 1404 1462 6016 REG TYP: P PPSA REG PERIOD: 6
02 IND DOB : IND NAME:
03 BUS NAME: TANKHOUSE DEVELOPMENTS INC.

OCN :

04 ADDRESS : 87 RIVER ROAD
CITY : CORBYVILLE PROV: ON POSTAL CODE: K0K1V0
05 IND DOB : IND NAME:
06 BUS NAME: SIGNAL BREWING COMPANY

OCN :

07 ADDRESS : 87 RIVER ROAD
CITY : CORBYVILLE PROV: ON POSTAL CODE: K0K1V0
08 SECURED PARTY/LIEN CLAIMANT :
CLE CAPITAL INC.

09 ADDRESS : 3390 SOUTH SERVICE ROAD, SUITE 301
CITY : BURLINGTON PROV: ON POSTAL CODE: L7N3J5
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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

11

12

GENERAL COLLATERAL DESCRIPTION

13 VARIOUS MACHINE TOOLING AND CANNING EQUIPMENT AS MORE FULLY
14 DESCRIBED IN CLE CAPITAL INC LEASE 363715

15

16 AGENT: PPSA CANADA INC. - (7017)

17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303
CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:02:34
ACCOUNT : 009233-0001 FAMILY : 7 OF 7 ENQUIRY PAGE : 20 OF 25
FILE CURRENCY : 055EP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 765671436 EXPIRY DATE : 11SEP 2026 STATUS :
01 CAUTION FILING : PAGE : 02 OF 007 MV SCHEDULE ATTACHED :
REG NUM : 20200911 1404 1462 6016 REG TYP: P PPSA REG PERIOD: 6

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 THE PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL

14 ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS,

15 APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR

16 AGENT: PPSA CANADA INC. - (7017)

17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303

CITY : TORONTO

PROV: ON

POSTAL CODE: M2N6Y8

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:02:37
ACCOUNT : 009233-0001 FAMILY : 7 OF 7 ENQUIRY PAGE : 21 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : 80 : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 765671436 EXPIRY DATE : 11SEP 2026 STATUS :
01 CAUTION FILING : PAGE : 03 OF 007 MV SCHEDULE ATTACHED :
REG NUM : 20200911 1404 1462 6016 REG TYP: P PPSA REG PERIOD: 6

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS,

MV

DATE OF OR NO FIXED

GOODS INVTRY, EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 KIND FURNISHED IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND

14 ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE

15 "EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE

16 AGENT: PPSA CANADA INC. - (7017)

17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303

CITY : TORONTO

PROV: ON

POSTAL CODE: M2N6Y8

P55ME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:02:39
ACCOUNT : 009233-0001 FAMILY : 7 OF 7 ENQUIRY PAGE : 22 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 765671436 EXPIRY DATE : 11SEP 2026 STATUS :
01 CAUTION FILING : PAGE : 04 OF 007 MV SCHEDULE ATTACHED :
REG NUM : 20200911 1404 1462 6016 REG TYP: P PPSA REG PERIOD: 6

02 IND DOB : IND NAME:
03 BUS NAME:

OCN :

04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

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12

GENERAL COLLATERAL DESCRIPTION

13 RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED
14 COLLATERAL")

15 (I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE

16 AGENT: PPSA CANADA INC. - (7017)

17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303

CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:02:43
ACCOUNT : 009233-0001 FAMILY : 7 OF 7 ENQUIRY PAGE : 23 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 765671436 EXPIRY DATE : 11SEP 2026 STATUS :
01 CAUTION FILING : PAGE : 05 OF 007 MV SCHEDULE ATTACHED :
REG NUM : 20200911 1404 1462 6016 REG TYP: P PPSA REG PERIOD: 6

02 IND DOB : IND NAME:
03 BUS NAME:

OCN :

04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY, EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL
14 (II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION
15 OF THE EQUIPMENT
16 AGENT: PPSA CANADA INC. - (7017)
17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303
CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8

P55ME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:02:46
ACCOUNT : 009233-0001 FAMILY : 7 OF 7 ENQUIRY PAGE : 24 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BQ : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 765671436 EXPIRY DATE : 11SEP 2026 STATUS :
01 CAUTION FILING : PAGE : 06 OF 007 MV SCHEDULE ATTACHED :
REG NUM : 20200911 1404 1462 6016 REG TYP: P PPSA REG PERIOD: 6

02 IND DOB : IND NAME:
03 BUS NAME:

OCN :

04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY: EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

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12

GENERAL COLLATERAL DESCRIPTION

13 (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR
14 DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND
15 (IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL,
16 AGENT: PPSA CANADA INC. - (7017)

17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303
CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/06/2023
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:02:50
ACCOUNT : 009233-0001 FAMILY : 7 OF 7 ENQUIRY PAGE : 25 OF 25
FILE CURRENCY : 05SEP 2023
SEARCH : BD : TANKHOUSE DEVELOPMENTS INC

00 FILE NUMBER : 765671436 EXPIRY DATE : 11SEP 2026 STATUS :
01 CAUTION FILING : PAGE : 07 OF 007 MV SCHEDULE ATTACHED :
REG NUM : 20200911 1404 1462 6016 REG TYP: P PPSA REG PERIOD: 6

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL

14 PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY.

15

16 AGENT: PPSA CANADA INC. - (7017)

17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303

CITY : TORONTO

PROV: ON

POSTAL CODE: M2N6Y8

END OF REPORT

19



August 25, 2023

John Haralovich, CIRP, LIT, CPA, CA, CMA
MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa ON K1Z 1G3
(the "Receiver")

**Subject: Confirmation of Prepayment Amounts—Loan number 110556-01 and 110556-02
Tankhouse Developments Inc. (the "debtor")**

As requested, Business Development Bank of Canada ("BDC") has calculated the prepayment figures for the above mentioned loan, as at August 31, 2023, to be¹:

	Loan 01	Loan 02
Principal	\$1,199,950.00	\$195,533.99
Interest up to and including August 31, 2023	\$ 284,012.59	\$ 48,615.69
Fee	\$ 1,500.00	\$ 700.00
Protective Disbursements	\$ 101,017.93	\$ 0.00
Interest on Protective Disbursements	\$ 6,301.61	\$ 0.00
Prepayment Indemnity	\$ 0.00	\$ 0.00
Interest Differential ²	\$ 0.00	\$ 0.00
Total	\$1,592,782.13	\$244,849.68
Current Per Diem (subject to change) ³	\$ 416.75	\$ 68.36
Current Interest rate – floating base +1.00 %	10.30%	10.30%

The breakdowns of Protective Disbursements noted above are as follows:

Legal fees	\$ 41,017.93
Receiver's Certificate	\$ 60,000.00
Total	\$101,017.93

Since this loan is on a floating interest rate, please contact this office one day prior to the date of payout and request the exact amount of accrued interest and Prepayment Indemnity required to

¹ The above calculations are based on the assumption that all regularly scheduled payments due prior to the payout date are paid in full. It is your responsibility to ensure that this is the case.

² The Prepayment Indemnity is calculated in accordance with the Letter of Offer with different calculations depending on whether the loan is on a floating or fixed interest rate.

³ When issuing payment via bank wire transfer, funds may be received by the beneficiary the same day. When issuing payment via online payment (ePayment) an additional delay of up to 3 days may apply before the beneficiary receives the funds, therefore a per diem interest must be calculated accordingly.



retire the loan. The amounts will be confirmed to you by email. Funds and Per Diem Interest calculated up to and including the date prior to the payout must be received by BDC no later than 12:00 p.m. on the payout date. If the Funds and Per Diem Interest are not received by 12:00 p.m. of the fifth business day from the date of the letter, this payout letter is no longer valid and may not be relied upon. If you are not able to deliver the payout prior to 12:00 p.m. of the fifth business day, please contact this office one day prior to the new date of payout to reconfirm the exact amount of accrued interest, Prepayment Indemnity, and Interest Differential and the new Per Diem Interest required to retire the loan.

Any subsequently produced prepayment figures will render the contents herein null and void.

Provided the payment is honoured including the Per Diem Interest, BDC hereby undertakes to execute and return discharges of all security taken with respect to the above loan(s), upon request. Please forward any draft discharges, where applicable, to this office for execution.

Any release and/or discharge granted by BDC is made on the basis that all source deductions, GST/HST/QST obligations and all other amounts, claims and demands owed by any party to the loan to the Canada Revenue Agency, Revenu Quebec or any other governmental agency that could give rise to a deemed trust claim by such agency in priority to any claim or security held by BDC in relation to the loan (collectively, "Deemed Trust Claims") have been paid in full. To the extent that BDC suffers a loss or is required to pay any amounts to any governmental agency in respect of any Deemed Trust Claims as a result of the failure of any loan party to meet its obligations to such governmental agency, then BDC shall be entitled to claim the full amount of any loss or payment required to be made by it in respect of any Deemed Trust Claim from the loan parties, or any of them, and the discharges shall not operate as a release of the loan parties to such extent.

Yours truly,

Golda D'Souza

Golda D'SOUZA

Senior Account Manager, Special Accounts

T (613) 592-2324

E Golda.D'Souza@bdc.ca

Andy Cheema

Andy Cheema

Senior Account Manager, Special Accounts

T (416) 913-8042

E Andy.Cheema@bdc.ca

20



Loan Payout Statement

To: Harrison Pensa c/o Michael Cassone

Fax number: via email

From: Casey Belanger

Department: Special Credit

Issue date (YYYY-MM-DD): 2023-09-08

Customer name: Tankhouse Developments Inc.

Projected payout date (YYYY-MM-DD): 2023-09-08

Funds	CAD	CAD
Customer number	200782552	200782552
Loan number	665549001	665551001
Interest rate	11.2%	11.2%
Daily interest due after payout date	\$44.89	\$48.34
Term expiry date	2024-10-25	2021-12-29
Principal balance	\$53,968.15	\$0.00
Principal past due	\$67,984.13	\$157,515.11
Accrued interest	\$231.84	\$0.00
Interest past due	\$13,133.32	\$0.00
Unapplied funds / Suspense funds	\$0.00	\$0.00
Fees	\$10,464.55	\$0.00
Insurance	\$0.00	\$0.00
Interest on past due	\$7,822.26	\$24,578.17
Prepayment fees	\$0.00	\$0.00
Total payout amount	\$153,604.25	\$182,093.28

Please note that the above calculations assume that all payments between today's date and the projected date will have been made.

These are projections only. For the final payout amount, please call your Special Credit Account Manager or Special Credit Technician on the day you intend to make the payment.

The prepayment fee calculation is valid for three business-days, including the date of issue.

Note: Payment can be sent to the Special Credit office at 200-309 Legget Drive, Kanata ON K2K 3A3

To ensure your payment is applied correctly, include your customer and loan number with your cheque. Payments made after 3:00 PM will be credited to the account the next business day and will therefore incur additional per diem.

If you have questions about this statement or fees charged to your account, please contact Special Credit at 506-800-1314

If completed by FCC, payouts on Real Property loans will require an electronic discharge fee based on where the security is located:

Province:	Ontario	Manitoba	British Columbia
Fee:	\$85	\$125	\$40

Other borrower(s):

N/A

21



Servicing the Business and Community Development Needs of the Trenval Area
Through Information, Counselling, Financing and Community Strategic Planning

VIA EMAIL

Sept 12, 2023

Michael Cassone,
Harrison Pensa LLP
130 Dufferin Avenue, Suite 1101, London,
Ontario N6A 5R2

Dear Michael,

Re: Trenval Loan to Tankhouse Developments Inc., 0821B-2017 Indebtedness

Please find the following loan details with Trenval.

Loan to Tankhouse Developments disbursed on June 23, 2017, for \$250,000.00 at 6%, with payments scheduled monthly on for the 15th of each consecutive month, interest only until November 15, 2017 followed by agreed upon scheduled payments as per attached statement.

Loan balance as of September 15, 2023, is \$198,524.75, based on the following calculations.

Calculations

The loan balance as at last payment received of \$904.11 on May 15, 2022, was \$183,339.42, statement attached.

<i>Loan balance as of May 15, 2023 is:</i>	<i>\$183,339.42.</i>
<i>Plus, interest to May 15, 2023, based on 6% per annum (\$183,339.42 x 365/365) is:</i>	<i>\$11,000.37.</i>
<i>Total loan payable on May 15, 2023, is:</i>	<i>\$194,339.79.</i>
<i>Plus, interest to Sept. 15, 2023, based on 6% per annum (\$194,339.79 x 131/365) is:</i>	<i>\$4,184.96.</i>
<i>Total loan payable on September 15, 2023, is:</i>	<i>\$198,524.75.</i>

Best regards,

Eileen Brown

Business & Loans Advisor

Enclosure.

CC.

Andre Ducasse, Soloway Wright LLP
John Haralovich, MNP
Amber Darling, Executive Director, Trenval

22



Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880

F: 613.238.8507

www.solowaywright.com

Andre A. Ducasse
Partner

Direct line: 613.782.3225

Email address: aducasse@solowaywright.com

FILE NO: 52064-1012

October 4, 2023

John Haralovich, CIRP, LIT, CPA, CA, CMA, CFE
Senior Vice-President
MNP Ltd.
Licenced Insolvency Trustee
800-1600 Carling Avenue
Ottawa, ON K1Z 1G3

Dear Mr. Haralovich:

Re: In the Matter of the Receivership of Tankhouse Developments Inc. (the "Debtor")

This will confirm your instructions for us to review and provide an opinion to MNP Ltd. in its capacity as the Debtor's Court-appointed receiver (the "Receiver") in respect of the security provided by the Debtor to:

- Business Development Bank of Canada ("BDC");
- Trenval Business Development Corporation ("Trenval");
- Farm Credit Canada ("FCC");
- North Kegs Corp. ("North Kegs"); and
- CLE Capital Inc. ("CLE").

DOCUMENTS REVIEWED

In preparing this opinion, we have reviewed the following documentation:

Ottawa Office	Kingston Office
700 – 427 Laurier Avenue West, Ottawa ON K1R 7Y2	510 – 366 King Street, Kingston ON K7K 6Y3
T: 613.236.0111 1.866.207.5880 F: 613.238.8507	T: 613.544.7334 1.800.263.4257 F: 1.800.263.4213

Receivership and Miscellaneous Documents

1. An uncertified *Personal Property Security Act* ("PPSA") search in respect of the Debtor current to September 13, 2023 (copy enclosed);
2. The corporate profile of the Debtor;
3. Receivership Order issued on August 24, 2022 (the "Receivership Order"); and
4. The parcel registers in respect of the real property owned by the Debtor, being PINs 40529-0199 (the "199 Parcel"), 40523-0202 (the "202 Parcel"), and 40524-0678 (the "678 Parcel"), registered in Land Registry Office #21 (hereinafter collectively referred to as the "Real Property") (copies enclosed).

The BDC Security

1. BDC Letter of Offer of Credit, dated November 29, 2016, and amendments thereto dated December 23, 2016, February 10, November 17 and December 21, 2017, and March 26, 2020;
2. BDC Letter of Offer of Credit, dated December 20, 2017, and amendments thereto dated December 21, 2017 and March 26, 2020;
3. BDC General Security Agreement signed by the Debtor, dated December 14, 2016 (the "BDC GSA"); and
4. Collateral Charge/Mortgage from the Debtor, in the principal sum of \$1,500,000.00, receipted as instrument no. HT201955 on January 10, 2017 over the Real Property (the "BDC Mortgage").

The Trenval Security

1. Trenval Offer to Finance, dated June 1, 2017;
2. Promissory Note, dated June 23, 2017;
3. Trenval General Security Agreement signed by the Debtor, dated June 23, 2017 (the "Trenval GSA"); and
4. Collateral Charge/Mortgage from the Debtor, in the principal sum of \$250,000.00, receipted as instrument no. HT210014 on June 23, 2017 over the 678 Parcel (the "Trenval Mortgage").

The FCC Security

1. FCC Loan Agreements, dated January 8, 2018 bearing loan numbers 0000665551001 and 0000665549001;
2. FCC Security Agreement signed by the Debtor, dated January 9, 2017 (the "First FCC Security Agreement");

3. FCC Security Agreement signed by the Debtor, dated January 9, 2017 (the "Second FCC Security Agreement", and together with the First FCC Security Agreement, the "FCC Security Agreements");
4. Security Postponement Letter signed by FCC and BDC dated January 8, 2018 (the "FCC Security Postponement");
5. Forbearance Agreement dated March 31, 2021; and
6. Collateral Charge/Mortgage from the Debtor, in the principal sum of \$300,000.00, receipted as instrument no. HT285652 on April 28, 2021 over the Real Property (the "FCC Mortgage").

The CLE Security

1. Equipment Lease Agreement dated September 25, 2020 and bearing lease number 363715 (the "CLE Lease").

The North Kegs Security

1. Master Agreement dated April 27, 2018 and schedules attached thereto (the "North Kegs Lease").

ASSUMPTIONS AND QUALIFICATIONS

The opinions and comments herein are subject to the assumptions and qualifications set out in Schedule "A" attached hereto.

THE REAL PROPERTY SECURITY IN RESPECT OF THE DEBTOR

The Debtor provided the following charges with respect to the Real Property and the 678 Parcel:

1. **BDC Mortgage:** Charge/Mortgage of land granted by the Debtor to BDC in the principal amount of \$1,500,000.00 and receipted as instrument No. HT201955 on January 10, 2017 charging title to all three parcels of the Real Property;
2. **FCC Mortgage:** Charge/Mortgage of land granted by the Debtor to FCC in the principal amount of \$300,000.00 and receipted as instrument No. HT285652 on April 28, 2021 charging title to all three parcels of the Real Property.
3. **Trenval Mortgage:** Charge/Mortgage of land granted by the Debtor to Trenval in the principal amount of \$250,000.00 and receipted as instrument No. HT210014 on June 23, 2017 charging title to the 678 Parcel.

We have completed a search in respect of the 199 Parcel which confirms the following encumbrances:

DATE	INSTRUMENT TYPE	INSTRUMENT #	AMOUNT	PARTIES FROM	PARTIES TO
2017/01/10	Charge	HT201955	\$1,500,000	Tankhouse Developments Inc.	Business Development Bank of Canada
2021/04/28	Charge	HT285652	\$300,000	Tankhouse Developments Inc.	Farm Credit Canada
2022/07/18	Lien	HT315308		Her Majesty the Queen in right of Canada as represented by the Minister of National Revenue	
2022/08/30	APL Court Order	HT318116		Ontario Superior Court of Justice	Business Development Bank of Canada

We have also completed a search in respect of the 202 Parcel which confirms the following encumbrances:

DATE	INSTRUMENT TYPE	INSTRUMENT #	AMOUNT	PARTIES FROM	PARTIES TO
2017/01/10	Charge	HT201955	\$1,500,000	Tankhouse Developments Inc.	Business Development Bank of Canada
2021/04/28	Charge	HT285652	\$300,000	Tankhouse Developments Inc.	Farm Credit Canada
2022/07/18	Lien	HT315308		Her Majesty the Queen in right of Canada as represented by the Minister of National Revenue	
2022/08/30	APL Court Order	HT318116		Ontario Superior Court of Justice	Business Development Bank of Canada

We have also completed a search in respect of the 678 Parcel which confirms the following encumbrances:

DATE	INSTRUMENT TYPE	INSTRUMENT #	AMOUNT	PARTIES FROM	PARTIES TO
2017/01/10	Charge	HT201955	\$1,500,000	Tankhouse Developments Inc.	Business Development Bank of Canada

2017/06/23	Charge	HT210014	\$250,000	Tankhouse Developments Inc.	Trenval Business Development Corporation
2021/04/28	Charge	HT285652	\$300,000	Tankhouse Developments Inc.	Farm Credit Canada
2022/07/18	Lien	HT315308		Her Majesty the Queen in right of Canada as represented by the Minister of National Revenue	
2022/08/30	APL Court Order	HT318116		Ontario Superior Court of Justice	Business Development Bank of Canada

THE PERSONAL PROPERTY SECURITY IN RESPECT OF THE DEBTOR

The BDC Security

We have reviewed the BDC GSA and it is enforceable on its face with attachment having occurred pursuant to the agreement and the provisions of the PPSA, and upon funds or credit being advanced by BDC to the Debtor.

The BDC GSA granted BDC a continuing security interest in the present and after acquired personal property of the Debtor, including in, *inter alia*, all equipment, inventory, accounts, money and all proceeds thereof.

A review of the PPSA search results with respect to the Debtor current to September 13, 2023, which are summarized below, confirms that the security interest created by the BDC GSA was perfected by registration pursuant to the PPSA on December 13, 2016.

The Trenval Security

We have reviewed the Trenval GSA and it is enforceable on its face with attachment having occurred pursuant to the agreement and the provisions of the PPSA, and upon funds or credit being advanced by Trenval to the Debtor.

The Trenval GSA granted Trenval a continuing security interest in the present and after acquired personal property of the Debtor, including in, *inter alia*, all equipment, inventory, accounts, money and all proceeds thereof.

A review of the PPSA search results with respect to the Debtor current to September 13, 2023, which are summarized below, confirms that the security interest created by the Trenval GSA was perfected by registration pursuant to the PPSA on August 15, 2017.

The FCC Security

We have reviewed the FCC Security Agreements and they are enforceable on their face with attachment having occurred pursuant to the agreements and the provisions of the PPSA, and upon funds or credit being advanced by FCC to the Debtor.

The FCC Security Agreements granted FCC a continuing security interest in the present and after acquired personal property of the Debtor, including in, *inter alia*, all equipment, inventory, accounts, money, motor vehicles and all proceeds thereof.

A review of the PPSA search results with respect to the Debtor current to September 13, 2023, which are summarized below, confirms that the security interests created by the FCC Security Agreements were perfected by registration pursuant to the PPSA on January 11, 2018.

The North Kegs Security

We have reviewed the North Kegs Lease, which granted North Kegs a continuing security interest in the equipment of the Debtor described in the North Kegs Lease. Further, the North Kegs Lease contains a title retention clause in respect of the said equipment in favour of North Kegs.

A review of the PPSA search results with respect to the Debtor current to September 13, 2023, which are summarized below, confirms that the security interest created by the North Kegs Lease was perfected by registration pursuant to the PPSA on March 20, 2020.

The CLE Security

We have reviewed the CLE Lease, which granted CLE a continuing security interest in the equipment of the Debtor described in the CLE Lease. Further, the CLE Lease contains a title retention clause in respect of the said equipment in favour of CLE.

A review of the PPSA search results with respect to the Debtor current to September 13, 2023, which are summarized below, confirms that the security interest created by the CLE Lease was perfected by registration pursuant to the PPSA on September 11, 2020.

The attached PPSA search results with respect to the Debtor confirm the following PPSA registrations:

DATE (FILE NUMBER)	SECURED CREDITOR	COLLATERAL	DESCRIPTION
December 13, 2016 (723353193) (Renewed January 10,	Business Development Bank of Canada	Inventory, Equipment, Accounts, Other	General Security Agreement

2017 and December 21, 2017)			
August 15, 2017 (730906479)	Trenval Business Development Corporation	Inventory, Equipment, Accounts	Promissory Note and General Security Agreement – a security interest in all present and after-acquired personal property, except consumer goods.
January 11, 2018 (735583995)	Farm Credit Canada	Equipment, Other	
January 11, 2018 (735584085)	Farm Credit Canada	Inventory, Equipment, Accounts, Other, Motor Vehicle	
January 11, 2018 (735585678)	Farm Credit Canada	Inventory, Equipment, Accounts, Other, Motor Vehicle	
March 20, 2020 (761116464)	North Kegs Corp.	Equipment	North Kegs agrees to lease to the Lessee, and the Lessee agrees to lease from North Kegs, the Kegs, individually called a Keg and collectively called the Keg, described in each schedule executed from time to time pursuant to this Master Agreement and substantially in the form attached hereto as Exhibit A, A Schedule, or such other form as the parties may agree. Each Lease of Kegs described in A Schedule, A Lease, shall incorporate all of the terms and conditions of this Master Agreement, shall contain such additional terms as the Lessee and North Kegs shall agree upon, and shall constitute an agreement separate and distinct from this Master Agreement and any other lease. In the event of a conflict between the provisions of this Master Agreement and any lease, the provisions of the lease shall prevail with respect to that lease. 1.2 It is expressly understood that the Kegs are, and shall at all times remain, personal property of North Kegs. The Lessee shall have no right, title, or interest in the Kegs except as expressly provided herein. North Kegs may apply labels, plates or other markings to the Kegs stating that the Kegs are owned by North Kegs, and the Lessee shall not remove those labels, plates, or other markings. Franke

			Blefa Stainless Steel Kegs, manufactured in Germany with Sanke D valve 294 x 30L. Thielmann Stainless Steel Kegs with Sanke D Valve 294 x 30L.
September 11, 2020 (765671436)	CLE Capital Inc.	Equipment, Other	<p>Various machine tooling and canning equipment as more fully described in CLE Capital Inc Lease 363715</p> <p>The personal property described herein, together with all accessories, optional equipment, components, parts, instruments, appurtenances, furnishings and other equipment of whatever nature or kind furnished in connection with any of the foregoing equipment and any replacements and substitutions therefor (collectively, the "Equipment"), as well as all of the Debtor's present and future rights, title and interest in the following (the "Equipment-Related Collateral")</p> <p>(I) Intellectual property and other intangibles relating to the Equipment or Equipment-Related Collateral</p> <p>(II) Any contract for the sale, lease, rental or other disposition of the equipment</p> <p>(III) All insurance claims and proceeds resulting from any loss or damage to the Equipment or the Equipment-Related Collateral and</p> <p>(IV) Any proceeds of the Equipment or the Equipment-Related Collateral, in whatever form it may be, including without limitation, chattel paper, title documents, goods, instruments, or money.</p>

OPINION/SUMMARY

Subject to the qualifications set out above and pursuant to the assumptions and qualifications attached hereto as Schedule "A" we provide the following opinion:

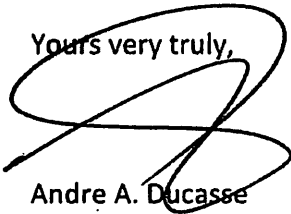
- The Receivership Order expressly entitles the Receiver to deal with and sell the Debtor's assets, including the Real Property;
- The BDC Mortgage is a first in time registered charge on title to the Real Property, and creates a first in time charge as against the Real Property, subject to the various potential interests noted below;

- The FCC Mortgage is a second in time charge on title to the 199 Parcel and the 202 Parcel and a third in time charge on title to the 678 Parcel, and creates a second in time charge as against title to the 199 Parcel and the 202 Parcel, and a third in time charge as against title to the 678 Parcel, subject to the various potential interests noted below;
- The Trenval Mortgage is a second in time charge on title to the 678 Parcel, and creates a second in time charge as against title to the 678 Parcel, subject to the various potential interests noted below;
- The Crown lien registered on title to the Real Property on July 18, 2022 as Instrument No. HT315308 (the "Crown Lien") is a third in time encumbrance on title to the 199 Parcel and the 202 Parcel and a fourth in time encumbrance on title to the 678 Parcel, and creates a third in time encumbrance as against title to the 199 Parcel and the 202 Parcel a fourth in time encumbrance on title to the 678 Parcel;
- The priority of the BDC Mortgage, the FCC Mortgage, the Trenval Mortgage and the Crown Lien may be subject to any unregistered interests, deemed trusts, statutorily created priorities (including realty tax arrears) and charges under the Receivership Order, including the Receiver's Borrowing Charge and the Receiver's Charge thereunder;
- The BDC GSA and PPSA registration create an attached and perfected first in time security interest in the Debtor's personal property, which are enforceable as against the Debtor and the Receiver, subject to the Receiver's Charge and the Receiver's Borrowing Charge under the Receivership Order, and subject to the various potential interests noted below;
- Pursuant to the FCC Security Postponement, BDC agreed to postpone and subordinate its security under the BDC GSA to FCC's security in the same personal property of the Debtor;
- The Trenval GSA and PPSA registration create an attached and perfected second in time security interest in the Debtor's personal property, which are enforceable as against the Debtor and the Receiver, subject to the Receiver's Charge and the Receiver's Borrowing Charge under the Receivership Order, and subject to the various potential interests noted below;
- The FCC Security Agreements and PPSA registrations create an attached and perfected third in time security interest in the Debtor's personal property, which are enforceable as against the Debtor and the Receiver, subject to the Receiver's Charge and the Receiver's Borrowing Charge under the Receivership Order, and subject to the various potential interests noted below;
- The priority of the BDC GSA, the FCC Security Agreements and the Trenval GSA, and their respective PPSA registrations, may be subject to any unregistered interests, deemed trusts, statutorily created priorities and charges under the Receivership Order, including the Receiver's Borrowing Charge and the Receiver's Charge thereunder;
- The North Kegs Lease and PPSA registration create an attached and perfect security interest in the Debtor's assets described in the said lease agreement, which are enforceable as against the Debtor

and the Receiver, subject to the Receiver's Charge and the Receiver's Borrower Charge under the Receivership Order; and

- The CLE Lease and PPSA registration create an attached and perfect security interest in the Debtor's assets described in the said lease agreement, which are enforceable as against the Debtor and the Receiver, subject to the Receiver's Charge and the Receiver's Borrower Charge under the Receivership Order.

Yours very truly,



Andre A. Ducasse
AAD

SCHEDULE "A"

ASSUMPTIONS

A. Authenticity, Accuracy and Capacity

We have assumed the genuineness of all signatures, the legal capacity of any person signing any of the loan and security documents (the "Documents") and the authenticity and completeness of all Documents submitted to us as copies thereof. We have also assumed the accuracy and currency of all filing and registration systems maintained at the public offices where we have searched or inquired and the reliability of all such search results. We have also assumed that the debtors have the requisite capacity to enter into and perform their obligations under each of the Documents and that they were duly executed and delivered.

B. Security Documents, Existence of Debt and Security

We have assumed that none of the Documents has been assigned, released, discharged or otherwise impaired by the lender and there are no agreements (other than the Documents) between the debtors and the lender that are relevant to the matters set out in this letter. We have also assumed that none of the assets charged by the security agreements are property for which conflicts rules provide that charges or security interests in such property are governed by the laws of a jurisdiction other than the Province of Ontario. We have also assumed that:

- (a) value has been given by the lender to the debtors and payment and other obligations remain outstanding by the debtors to the lender;
- (b) the Documents were duly executed and delivered by the debtors, and were issued for valuable consideration and that all of the conditions precedent contained in each of the Documents was satisfied or waived;
- (c) attachment of the security interests constituted by the Documents has occurred within the meaning of the PPSA, and the collateral subject to the security agreements does not include consumer goods (as defined in the PPSA);
- (d) the debtors have an interest in the collateral subject to each of the Documents;
- (e) if any obligation under any of the Documents is to be performed in any jurisdiction outside the Province of Ontario, its performance will not be illegal or unenforceable under the laws of that other jurisdiction;
- (f) we have relied, without verification, upon matters of fact certified by public officials; and
- (g) any security assigned was done so with proper and legal notice to the debtors.

C. Factual Matters

We have assumed that no fact exists, or has existed, which would entitle the debtors to assert or obtain a remedy at law or in equity affecting the validity, legality, binding effect or enforceability of any of the Documents.

D. Entire Agreement

We have assumed that there is no written or oral agreement or other understanding and there is no course of conduct or prior dealing, which would vary the interpretation or application of any term or condition of any of the Documents, and there have been no amendments, restatements, deletions or other modifications to any of the Documents.

E. Choice of Laws

We have assumed that the governing law of each of the Documents is the law of the Province of Ontario.

QUALIFICATIONS

A. Title

We express no opinion concerning title to any property that proposes to be subject to any security constituted by the Documents and such title has been assumed to express the opinion contained herein. We have not conducted

any *Planning Act* (Ontario) searches in respect of adjoining owners or with respect to compliance with the said Act or with respect to any mortgage security's compliance with the said Act.

B. Enforceability

All opinions that relate to the enforceability of the Documents, including their validity, legality and binding effect are subject to:

- (a) applicable bankruptcy, insolvency, winding up, arrangement, liquidation, fraudulent preference and conveyance, reorganization, moratorium and realization laws and other similar laws at the time affecting the rights and remedies of creditors generally;
- (b) equitable limitations on and defences against the availability of remedies and equitable principles of application to particular proceedings at law or in equity and no opinion is expressed regarding the availability of any equitable remedy (including specific performance and injunction), which remedies are only available at the discretion of a court;
- (c) the power of a court to grant relief from forfeiture, applicable laws regarding the limitation of actions, and the court's powers to stay proceedings and execution of judgments, and the court's discretion to decline to hear any action or give effect to an obligation;
- (d) limitations upon the right of a creditor to receive immediate payment of amounts stated to be payable on demand, and limitations upon the right of a party to enforce a provision based upon a minor or non-substantive default;
- (e) implied obligations requiring good faith, fair-dealing and reasonableness in performance and enforcement of a contract; and
- (f) the fact that a court may require that a debtor be given a reasonable time to repay following a demand for payment and prior to taking any action to enforce any right of repayment or before exercising any of the rights and remedies expressed to be exercisable in any of the Documents.

We express no opinion as to the enforceability of any provision of the Documents:

- (a) that purports to waive all defences which might be available to the grantor thereof;
- (b) that purports to exculpate the holder thereof, its agents or any receiver, manager or receiver-manager appointed by it from liability;
- (c) which provides that amendments or waivers in respect of the Documents that are not in writing will not be effective;
- (d) that requires any party to pay (or to indemnify in respect of) the costs and expenses of another party in connection with judicial proceedings given the Court's discretion to determine by whom and to what extent those costs are to be paid; and
- (e) provisions contained in the Documents that purport to sever any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of that Document may be enforced only in the discretion of a court.

A receiver or receiver and manager appointed pursuant to the provisions of the Documents may, for certain purposes, be treated by a Court as being the agent of the holder thereof and not solely the agent of the grantor thereof, as applicable, and the holder thereof may not be deemed to be acting as the agent and attorney of such grantor in making such appointment, notwithstanding any agreement to the contrary.

C. Security Interests and Registrations

We express no opinion as to whether a security interest may be created in property consisting of a receivable, license, approval, privilege, franchise, permit, lease or agreement, permits, quotas or licenses which are held by or issued to the debtors. We also express no opinion as to any security interest created by the Documents with respect to any property of the debtors that is transformed in such a way that it is not identifiable or traceable or any proceeds that are not identifiable or traceable.

D. Collateral

No opinion is given as to the priority of any security interest created by the Documents, as to whether the grantor of any Document has title to or any right in any collateral or property subject to the Documents, or as to the completeness or accuracy of any description of such collateral. Accordingly, no opinion is given as to the effectiveness of the security as security, where effectiveness depends on title or description of the property to be charged or assigned.

E. Searches

We have only searched against the debtors. Unless expressly stated to the contrary, we have not conducted any land titles or other searches with respect to encumbrances against real property or any interests therein or any statutory lien, Court registry or other searches. Further, unless expressly confirmed herein, we have made no other searches of any public registry or database.

F. Choice of Law

Our advice is limited to the laws of the Province of Ontario and the federal laws of Canada applicable therein.

G. Maintaining Perfection and Priority

We express no opinion with respect to maintaining perfection of any security interest created by any of the Documents. Unless expressly stated to the contrary, no opinion is expressed as to the rank or priority, or as to the effect of perfection or opposability to third parties on the rank or priority, of any security interest, mortgage or charge created by any of the Documents.

Enquiry Result

File Currency: 13SEP 2023

All Pages

Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	723353193	1	7	1	25	13DEC 2048	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
723353193		001	1		20161213 1341 9161 0698	P PPSA	01

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	TANKHOUSE DEVELOPMENTS INC.			
	Address		City	Province Postal Code
	SUITE 31, 271 FRONT STREET		BELLEVILLE	ON K8N 2Z6

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	SIGNAL BREWING AND DISTILLING			
	Address		City	Province Postal Code
	SUITE 31, 271 FRONT STREET		BELLEVILLE	ON K8N 2Z6

Secured Party	Secured Party / Lien Claimant			
	BUSINESS DEVELOPMENT BANK OF CANADA			
	Address		City	Province Postal Code
	201-1000 GARDINERS ROAD, BOX 265		KINGSTON	ON K8N 2Z6

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

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

General Collateral Description	General Collateral Description
	GENERAL SECURITY AGREEMENT

Registering Agent	Registering Agent
	ROBERT MARTIN - HARDTMAN & MARTIN

	Address	City	Province	Postal Code
	202-11 PRINCESS ST, PO BOX 879	KINGSTON	ON	K7L 4X8

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.					
File Currency	13SEP 2023					
File Number	Family	of Families	Page	of Pages		
723353193	1	7	2	25		
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT						
Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under	
	001	1		20170110 0841 9161 0707		
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	723353193			B RENEWAL	22	
Reference Debtor/ Transferor	First Given Name		Initial	Surname		
	Business Debtor Name		TANKHOUSE DEVELOPMENTS INC.			
Other Change	Other Change					
Reason / Description	Reason / Description					
Debtor/ Transferee	Date of Birth	First Given Name		Initial	Surname	
	Business Debtor Name				Ontario Corporation Number	
	Address			City	Province	Postal Code
Assignor Name	Assignor Name					
Secured Party	Secured party, lien claimant, assignee					
	Address			City	Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other Motor Vehicle Included	Amount
					Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make	Model		V.I.N.	
General Collateral Description	General Collateral Description					
Registering Agent	Registering Agent or Secured Party/ Lien Claimant					
	ROBERT MARTIN - HARDTMAN & MARTIN					
	Address			City	Province	Postal

				Code
	202-11 PRINCESS ST, PO BOX 879	KINGSTON	ON	K7L 4X8

CONTINUED

Type of Search	Business Debtor
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.
File Currency	13SEP 2023

File Number	Family	of Families	Page	of Pages
723353193	1	7	3	25

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
	001	1		20171221 1039 2611 3297	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	723353193			B RENEWAL	09	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	TANKHOUSE DEVELOPMENTS INC.		

Other Change	Other Change
--------------	--------------

Reason / Description	Reason / Description
----------------------	----------------------

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

Assignor Name	Assignor Name
---------------	---------------

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

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

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

General Collateral Description	General Collateral Description
--------------------------------	--------------------------------

Registering Agent	Registering Agent or Secured Party/ Lien Claimant		
	BDC LEGAL - CD (110556-02)		
	Address	City	Province Postal

				Code
	121 KING STREET WEST, 1200	TORONTO	ON	M5H 3T9

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
File Number	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
730906479	730906479	2	7	4	25	15AUG 2028	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
730906479		01	002		20170815 1706 1462 4439	P PPSA	11

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	TANKHOUSE DEVELOPMENTS INC			002322059
	Address		City	Province Postal Code
	87 RIVER ROAD		CORBYVILLE	ON K0K1V0

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	CLOTHBUILDERS HOLDINGS INC			002072007
	Address		City	Province Postal Code
	271 FRONT STREET		BELLEVILLE	ON K8N2Z6

Secured Party	Secured Party / Lien Claimant			
	TRENVAL BUSINESS DEVELOPMENT CORPORATION			
	Address		City	Province Postal Code
	284B WALLBRIDGE-LOYALIST RD., PO BOX 610		BELLEVILLE	ON K8N5B3

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X			250000		X

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

General Collateral Description	General Collateral Description
	PROMISSORY NOTE AND GENERAL SECURITY AGREEMENT - A SECURITY INTEREST IN ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, EXCEPT CONSUMER GOODS.

Registering Agent	Registering Agent			
	TRENVAL BUSINESS DEVELOPMENT CORPORATION			
	Address		City	Province Postal Code
	284B WALLBRIDGE/LOYALIST RD., PO BOX 610		BELLEVILLE	ON K8N4Z5

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
730906479	2	7	5	25	15AUG 2028		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
730906479		02	002		20170815 1706 1462 4439	P PPSA	11

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
	30DEC1962	RICHARD	G	COURNEYEA
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code
	271 FRONT STREET SUITE 31	BELLEVILLE	ON	K8N2Z6

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
	02SEP1967	SEAN	A	HIBBERT
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code
	278 RIVER ROAD - RR1	CORBYVILLE	ON	K0K1V0

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

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

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

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	TRENVAL BUSINESS DEVELOPMENT CORPORATION			
	Address	City	Province	Postal Code
	284B WALLBRIDGE/LOYALIST RD., PO BOX 610	BELLEVILLE	ON	K8N4Z5

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
735583995	3	7	6	25	11JAN 2024		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
735583995		001	1		20180111 1007 5098 8171	P PPSA	06

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	TANKHOUSE DEVELOPMENTS INC.			
	Address		City	Province Postal Code
	7-79 RIVER ROAD		CORBYVILLE	ON K0K 1V0

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

Secured Party	Secured Party / Lien Claimant			
	FARM CREDIT CANADA			
	Address		City	Province Postal Code
	SUITE 200 - 1133 ST-GEORGE BLVD		MONCTON	NB E1E 4E1

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

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

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent
Address	City Province Postal Code

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	735584085	4	7	7	25	11JAN 2024	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Cautions Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
735584085		001	1		20180111 1009 5098 8172	P PPSA	06

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	TANKHOUSE DEVELOPMENTS INC.			
	Address		City	Province Postal Code
	7-79 RIVER ROAD		CORBYVILLE	ON K0K 1V0

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

Secured Party	Secured Party / Lien Claimant			
	FARM CREDIT CANADA			
	Address		City	Province Postal Code
	SUITE 200 - 1133 ST-GEORGE BLVD		MONCTON	NB E1E 4E1

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

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

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent
Address	City Province Postal Code

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
735585678	5	7	8	25	11JAN 2028		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
735585678		001	1		20180111 1059 5098 8173	P PPSA	10

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	TANKHOUSE DEVELOPMENTS INC.			
	Address		City	Province Postal Code
	7-79 RIVER ROAD		CORBYVILLE	ON K0K 1V0

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

Secured Party	Secured Party / Lien Claimant			
	FARM CREDIT CANADA			
	Address		City	Province Postal Code
	SUITE 200 - 1133 ST-GEORGE BLVD		MONCTON	NB E1E 4E1

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

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

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent
Address	City Province Postal Code

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
761116464	6	7	9	25	20MAR 2024		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
761116464		001	10		20200320 1651 1793 8645	P PPSA	4

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	TANKHOUSE DEVELOPMENTS INC.			2322059
	Address		City	Province Postal Code
	86 RIVER ROAD		CORBYVILLE	ON K0K1V0

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

Secured Party	Secured Party / Lien Claimant			
	NORTH KEYS CORP			
	Address		City	Province Postal Code
	216-2222 S SHERIDAN WAY		MISSISSAUGA	ON L5J2M4

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X				60711		X

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

General Collateral Description	General Collateral Description
	?SIGNAL BREWERY?
	NORTH KEYS AGREES TO LEASE TO THE LESSEE, AND THE LESSEE AGREES TO

Registering Agent	Registering Agent			
	NORTH KEYS CORPORATION			
	Address		City	Province Postal Code
	216-2222 S SHERIDAN WAY		MISSISSAUGA	ON L5J2M4

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.								
File Currency	13SEP 2023								
File Number	Family	of Families	Page	of Pages	Expiry Date	Status			
761116464	6	7	10	25	20MAR 2024				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
761116464		002	10		20200320 1651 1793 8645				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
Address					City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
Address					City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
Address					City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make	Model			V.I.N.			
General Collateral Description	General Collateral Description LEASE FROM NORTH KEGS, THE KEGS, INDIVIDUALLY CALLED A KEG AND COLLECTIVELY CALLED THE KEG, DESCRIBED IN EACH SCHEDULE EXECUTED FROM TIME TO TIME PURSUANT TO THIS MASTER AGREEMENT AND								
Registering Agent	Registering Agent								
Address					City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
761116464	6	7	11	25	20MAR 2024		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
761116464		003	10		20200320 1651 1793 8645		

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

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

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

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

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

General Collateral Description	General Collateral Description			
SUBSTANTIALLY IN THE FORM ATTACHED HERETO AS EXHIBIT A, A SCHEDULE, OR SUCH OTHER FORM AS THE PARTIES MAY AGREE, EACH LEASE OF KEYS DESCRIBED IN A SCHEDULE, A LEASE, SHALL INCORPORATE ALL OF THE TERMS				

Registering Agent	Registering Agent			
Address			City	Province Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
761116464	6	7	12	25	20MAR 2024		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
761116464		004	10		20200320 1651 1793 8645		

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

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

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

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

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

General Collateral Description	General Collateral Description AND CONDITIONS OF THIS MASTER AGREEMENT, SHALL CONTAIN SUCH ADDITIONAL TERMS AS THE LESSEE AND NORTH KEGS SHALL AGREE UPON, AND SHALL CONSTITUTE AN AGREEMENT SEPARATE AND DISTINCT FROM THIS MASTER			
--------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--	--

Registering Agent	Registering Agent			
Address			City	Province Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	761116464	6	7	13	25	20MAR 2024	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
761116464		005	10		20200320 1651 1793 8645		

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

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

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

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

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

General Collateral Description	General Collateral Description
	AGREEMENT AND ANY OTHER LEASE. IN THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF THIS MASTER AGREEMENT AND ANY LEASE, THE PROVISIONS OF THE LEASE SHALL PREVAIL WITH RESPECT TO THAT LEASE.

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
761116464	6	7	14	25	20MAR 2024		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Cautions Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
761116464		006	10		20200320 1651 1793 8645		

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

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

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

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

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

General Collateral Description	General Collateral Description
	1.2 IT IS EXPRESSLY UNDERSTOOD THAT THE KEYS ARE, AND SHALL AT ALL TIMES REMAIN, PERSONAL PROPERTY OF NORTH KEYS. THE LESSEE SHALL HAVE NO RIGHT, TITLE OR INTEREST IN THE KEYS EXCEPT AS EXPRESSLY PROVIDED

Registering Agent	Registering Agent			
Address			City	Province Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
761116464	6	7	15	25	20MAR 2024		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
761116464		007	10		20200320 1651 1793 8645		

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

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

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

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

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

General Collateral Description	General Collateral Description
	HEREIN. NORTH KEGS MAY APPLY LABELS, PLATES OR OTHER MARKINGS TO THE KEGS STATING THAT THE KEGS ARE OWNED BY NORTH KEGS, AND THE LESSEE SHALL NOT REMOVE THOSE LABELS, PLATES OR OTHER MARKINGS.

Registering Agent	Registering Agent
Address	
City	Province Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
761116464	6	7	16	25	20MAR 2024		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
761116464		008	10		20200320 1651 1793 8645		

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

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

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

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

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

General Collateral Description	General Collateral Description
	FRANKE BLEFA STAINLESS STEEL KEYS, MANUFACTURED IN GERMANY WITH SANKE D VALVE

Registering Agent	Registering Agent			
Address			City	Province Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	761116464	6	7	17	25	20MAR 2024	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Cautions Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
761116464		009	10		20200320 1651 1793 8645		

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

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

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

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

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

General Collateral Description	General Collateral Description
	294 X 30L
	THIELMANN STAINLESS STEEL KEGS WITH SANKE D VALVE

Registering Agent	Registering Agent			
	Address		City	Province Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
761116464	6	7	18	25	20MAR 2024		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
761116464		010	10		20200320 1651 1793 8645		

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

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

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

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

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

General Collateral Description	General Collateral Description
	294 X 30L

Registering Agent	Registering Agent
Address	
City	Province Postal Code

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	765671436	7	7	19	25	11SEP 2026	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
765671436		01	007		20200911 1404 1462 6016	P PPSA	6

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	TANKHOUSE DEVELOPMENTS INC.			
	Address	City	Province	Postal Code
	87 RIVER ROAD	CORBYVILLE	ON	K0K1V0

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	SIGNAL BREWING COMPANY			
	Address	City	Province	Postal Code
	87 RIVER ROAD	CORBYVILLE	ON	K0K1V0

Secured Party	Secured Party / Lien Claimant			
	CLE CAPITAL INC.			
	Address	City	Province	Postal Code
	3390 SOUTH SERVICE ROAD, SUITE 301	BURLINGTON	ON	L7N3J5

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

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

General Collateral Description	General Collateral Description
	VARIOUS MACHINE TOOLING AND CANNING EQUIPMENT AS MORE FULLY DESCRIBED IN CLE CAPITAL INC LEASE 363715

Registering Agent	Registering Agent			
	PPSA CANADA INC. - (7017)			
	Address	City	Province	Postal Code
	110 SHEPPARD AVE EAST, SUITE 303	TORONTO	ON	M2N6Y8

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	765671436	7	7	20	25	11SEP 2026	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
765671436		02	007		20200911 1404 1462 6016	P PPSA	6

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

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

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

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

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

General Collateral Description	General Collateral Description
	THE PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR

Registering Agent	Registering Agent			
	PPSA CANADA INC. - (7017)			
	Address	City	Province	Postal Code
	110 SHEPPARD AVE EAST, SUITE 303	TORONTO	ON	M2N6Y8

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
765671436	7	7	21	25	11SEP 2026		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
765671436		03	007		20200911 1404 1462 6016	P PPSA	6

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

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

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

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

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

General Collateral Description	General Collateral Description
	KIND FURNISHED IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE "EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE

Registering Agent	Registering Agent
	PPSA CANADA INC. - (7017)
Address	City Province Postal Code
110 SHEPPARD AVE EAST, SUITE 303	TORONTO ON M2N6Y8

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.								
File Currency	13SEP 2023								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	765671436	7	7	22	25	11SEP 2026			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
765671436		04	007		20200911 1404 1462 6016	P PPSA	6		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make	Model			V.I.N.			
General Collateral Description	General Collateral Description RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED COLLATERAL") (I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE								
Registering Agent	Registering Agent PPSA CANADA INC. - (7017)								
	Address				City	Province	Postal Code		
	110 SHEPPARD AVE EAST, SUITE 303				TORONTO	ON	M2N6Y8		

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
765671436	7	7	23	25	11SEP 2026		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
765671436		05	007		20200911 1404 1462 6016	P PPSA	6

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

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

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

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

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

General Collateral Description	General Collateral Description
	EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL
	(II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION OF THE EQUIPMENT

Registering Agent	Registering Agent
	PPSA CANADA INC. - (7017)
Address	
110 SHEPPARD AVE EAST, SUITE 303	City Province Postal Code
	TORONTO ON M2N6Y8

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	765671436	7	7	24	25	11SEP 2026	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
765671436		06	007		20200911 1404 1462 6016	P PPSA	6

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

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

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

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
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Motor Vehicle Description	Year	Make	Model	V.I.N.
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General Collateral Description	General Collateral Description (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND (IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL			
--------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--	--

Registering Agent	Registering Agent PPSA CANADA INC. - (7017)			
	Address	City	Province	Postal Code
	110 SHEPPARD AVE EAST, SUITE 303	TORONTO	ON	M2N6Y8

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	TANKHOUSE DEVELOPMENTS INC.						
File Currency	13SEP 2023						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	765671436	7	7	25	25	11SEP 2026	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
765671436		07	007		20200911 1404 1462 6016	P PPSA	6

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

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

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

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

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

General Collateral Description	General Collateral Description
	IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY.

Registering Agent	Registering Agent
	PPSA CANADA INC. - (7017)
	Address
	110 SHEPPARD AVE EAST, SUITE 303
	City
	TORONTO
	Province
	ON
	Postal Code
	M2N6Y8

LAST PAGE

Note: All pages have been returned.

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PROPERTY DESCRIPTION: PT LT 4 PL 61 THURLOW; PT 4 21R23923; BELLEVILLE ; COUNTY OF HASTINGS

PROPERTY REMARKS: PLANNING ACT CONSENT IN DOCUMENT HT138914.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 40523-0052

PIN CREATION DATE:
2013/05/08

OWNERS' NAMES
TANKHOUSE DEVELOPMENTS INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2004/07/26 **						
21R4100	1978/08/29	PLAN REFERENCE				C
21R9296	1986/06/19	PLAN REFERENCE				C
QR548568	1997/10/29	NOTICE				C
REMARKS: AIRPORT ZONING REGULATIONS						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1997/10/28' TO '1997/10/29' ON 2004/07/19 BY LAND REGISTRAR # 2.						
21R23923	2013/02/11	PLAN REFERENCE				C
HT138914	2013/04/30	TRANSFER	\$1	1382922 ONTARIO INC. 1382921 ONTARIO INC.	TANKHOUSE DEVELOPMENTS INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
HT201955	2017/01/10	CHARGE	\$1,500,000	TANKHOUSE DEVELOPMENTS INC.	BUSINESS DEVELOPMENT BANK OF CANADA	C
HT202106	2017/01/12	NOTICE	\$2	THE CORPORATION OF THE CITY OF BELLEVILLE		C
HT285652	2021/04/28	CHARGE	\$300,000	TANKHOUSE DEVELOPMENTS INC.	FARM CREDIT CANADA	C

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



Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #21

40523-0199 (LT)

PAGE 2 OF 2
PREPARED FOR Andrei01
ON 2023/09/14 AT 11:56:20

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HT315308	2022/07/18	LIEN		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C
		REMARKS: INCOME TAX ACT				
HT318116	2022/08/30	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	BUSINESS DEVELOPMENT BANK OF CANADA	C

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

PROPERTY DESCRIPTION: PT LT 14 PL 44 THURLOW; PT LT 4 PL 61 THURLOW; PT EARLE STREET PL 61 THURLOW CLOSED BY RBL208, PT 3 21R23923; BELLEVILLE ; COUNTY OF HASTINGS

PROPERTY REMARKS: PLANNING ACT CONSENT IN DOCUMENT HT138914.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 40523-0053

PIN CREATION DATE:
2013/05/08

OWNERS' NAMES
TANKHOUSE DEVELOPMENTS INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) ** **SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO: ** SUBSECTION 49(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES ** AND ESCHEATS OR FORFEITURE TO THE CROWN. ** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF ** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY ** CONVENTION. ** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES. **DATE OF CONVERSION TO LAND TITLES: 2004/07/26 **						
21R9296	1986/06/19	PLAN REFERENCE				C
21R16911	1995/04/20	PLAN REFERENCE				C
QR548568	1997/10/29	NOTICE				C
REMARKS: AIRPORT ZONING REGULATIONS CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1997/10/28' TO '1997/10/29' ON 2004/07/19 BY LAND REGISTRAR # 2.						
21R23923	2013/02/11	PLAN REFERENCE				C
HT138914	2013/04/30	TRANSFER	\$1	1382922 ONTARIO INC. 1382921 ONTARIO INC.	TANKHOUSE DEVELOPMENTS INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
HT201955	2017/01/10	CHARGE	\$1,500,000	TANKHOUSE DEVELOPMENTS INC.	BUSINESS DEVELOPMENT BANK OF CANADA	C
HT202106	2017/01/12	NOTICE	\$2	THE CORPORATION OF THE CITY OF BELLEVILLE		C
HT283652	2021/04/28	CHARGE	\$300,000	TANKHOUSE DEVELOPMENTS INC.	FARM CREDIT CANADA	C

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HT315308	2022/07/18	LIEN		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C
		REMARKS: INCOME TAX ACT				
HT318116	2022/08/30	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	BUSINESS DEVELOPMENT BANK OF CANADA	C

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PROPERTY DESCRIPTION: PT BLK A PL 61 THURLOW; PT PARSONAGE LT PL 44 THURLOW; PT 1 21R23923; BELLEVILLE; COUNTY OF HASTINGS

PROPERTY REMARKS: PLANNING ACT CONSENT IN DOCUMENT HT138906.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 40524-0244

PIN CREATION DATE:
2013/05/08

OWNERS' NAMES
TANKHOUSE DEVELOPMENTS INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</p> <p>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</p> <p>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</p> <p>** CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2004/07/26 **</p>						
21R4061	1978/08/10	PLAN REFERENCE			TOWNSHIP OF THURLOW	C
21R9296	1986/06/19	PLAN REFERENCE				C
21R14443	1991/05/30	PLAN REFERENCE				C
QR514086	1995/05/01	AGREEMENT				C
QR548568	1997/10/29	NOTICE				C
REMARKS: AIRPORT ZONING REGULATIONS CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1997/10/28' TO '1997/10/29' ON 2004/07/19 BY LAND REGISTRAR # 2.						
HT135855	2013/02/06	LR'S ORDER		LAND REGISTRAR, HASTINGS LRO21		C
REMARKS: AMENDS THUMBNAİL TO INCLUDE PARSONAGE LT PL 44						
21R23923	2013/02/11	PLAN REFERENCE				C
HT138906	2013/04/30	TRANSFER	\$175,000	1382922 ONTARIO INC.	TANKHOUSE DEVELOPMENTS INC.	C

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Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #21

40524-0678 (LT)

PAGE 2 OF 2
PREPARED FOR Andrei01
ON 2023/09/14 AT 11:58:21

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HT201955	2017/01/10	CHARGE	\$1,500,000	TANKHOUSE DEVELOPMENTS INC.	BUSINESS DEVELOPMENT BANK OF CANADA	C
HT202106	2017/01/12	NOTICE	\$2	THE CORPORATION OF THE CITY OF BELLEVILLE		C
HT210014	2017/06/23	CHARGE	\$250,000	TANKHOUSE DEVELOPMENTS INC.	TRENVAL BUSINESS DEVELOPMENT CORPORATION	C
HT285652	2021/04/28	CHARGE	\$300,000	TANKHOUSE DEVELOPMENTS INC.	FARM CREDIT CANADA	C
HT315308	2022/07/18	LIEN		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C
REMARKS: INCOME TAX ACT						
HT318116	2022/08/30	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	BUSINESS DEVELOPMENT BANK OF CANADA	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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**MNP LTD., RECEIVER RE:
TANKHOUSE DEVELOPMENTS INC.
INTERIM STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD AUGUST 25, 2022 TO OCTOBER 16, 2023**

Receipts:		<u>Total</u>
Cash on hand	\$	58,936
Accounts receivable		1,885
Receiver's advance		60,000
Sale of Real Property		-
Cash from operations		321,819
Interest		1,872
		<u>444,512</u>
 Disbursements:		
Filing and license fees		348
HST paid, net of HST collected		36,890
Utilities		42,676
Appraisal fees and expenses		6,900
Repairs and maintenance		10,994
Consulting		29,174
Materials and supplies		161,079
Equipment leases		18,073
Legal fees		20,006
Advance to bankruptcy administration		5,000
Receiver fees and expenses		69,558
		<u>400,698</u>
 Excess of Receipts over Disbursements	 \$	 <u><u>43,814</u></u>

BUSINESS DEVELOPMENT BANK OF CANADA
Applicant

-and-

TANKHOUSE DEVELOPMENTS INC.
Respondent

Court File No. CV-22-00089649-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP
OF TANKHOUSE DEVELOPMENTS INC.
OF THE CITY OF CORBYVILLE, IN THE PROVINCE OF ONTARIO**

PROCEEDING COMMENCED AT OTTAWA

**MOTION RECORD OF THE COURT-APPOINTED RECEIVER,
MNP LTD.
(Receiver's Sales Approval and Interim Distribution Motion)**

SOLOWAY WRIGHT LLP

Lawyers
700-427 Laurier Avenue West
Ottawa, ON K1R 7Y2

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613-236-0111 telephone
613-238-8507 facsimile

Lawyers for the Court-Appointed Receiver, MNP Ltd.