

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

COSMAN MORTGAGE CAPITAL CORPORATION

Applicant

and

LARSON PROPERTIES PARTNERSHIP CORP.

Respondent

APPLICATION UNDER s. 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c B-3;
s. 101, *Courts of Justice Act*, R.S.O. 1990, c. C.43; Rules 1.04, 2.03, 3.02(1), 14.05 (g),
14.05 (3)(g), 16.04 (1) and 38 of the *Rules of Civil Procedure*

APPLICATION RECORD

DEVRY SMITH FRANK *LLP*

Lawyers & Mediators

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Lawyers for the Applicant, Cosman
Mortgage Capital Corporation

TO: **LARSON PROPERTIES PARTNERSHIP
CORP.**

10 Downie Street, Suite 305

Stratford, ON N5A 7K4

TO: **LARSON PROPERTIES PARTNERSHIP
CORP.**

31 Market Place
Stratford, ON N5A 1A4

Email:larson@big3equity.ca
Respondent

TO: **LARSON FINANCIAL SOLUTIONS INC.**

10 Downie Street, Suite 305
Stratford, ON N5A 7K4

LARSON FINANCIAL SOLUTIONS INC.

31 Market Place
Stratford, ON N5A 1A4

Email:larson@big3equity.ca

TO: **THE HUB STRATFORD INC.**

10 Downie Street, Suite 305
Stratford, ON N5A 7K4

THE HUB STRATFORD INC.

31 Market Place
Stratford, ON N5A 1A4

Email:larson@big3equity.ca

TO: **M PLACE HOSPITALITY CORP.**

10 Downie Street, Suite 305
Stratford, ON N5A 7K4

M PLACE HOSPITALITY CORP.

31 Market Place
Stratford, ON N5A 1A4

Email:larson@big3equity.ca

TO: **OLYMPIA TRUST COMPANY**

2200, 125 – Avenue SE
Calgary, AB T2G 0P6

Samantha Johnson
Tel: (403)770-4098
Email johnsons@olympiatruster.com

TO: **BENNINGTON FINANCIAL CORP.**
100- 1465 North Service Road E.
Oakville, ON L6H 1A7

Ivan Lavrence
Tel: (905)618-0469
Email: ivanl@benningtonfinancial.ca

TO: **IRA SMITH TRUSTEE & RECEIVER INC.**
167 Applewood Crescent, Suite 6
Concord, ON L4K 4K7

Brandon Smith
Tel: (905)738-4167 ext. 113
Email: brandon@irasmithinc.com

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TAB 1

CV-23-00001179-0000

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:



COSMAN MORTGAGE CAPITAL CORPORATION

Applicant

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Respondent

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14.05 (3)(g), 16.04 (1) and 38 of the *Rules of Civil Procedure*

NOTICE OF APPLICATION

TO THE RESPONDENTS:

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

THIS APPLICATION will come on for a hearing:

in person

by telephone conference

by video conference

at the following location: 80 Dundas Street, London, Ontario

on **FRIDAY THE 14th DAY OF JULY, 2023**, AT 10:00 a.m. or as soon after that time as the Application can be heard.

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

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but no later than four days before the hearing.

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

Date: June 15th , 2023

Issued by Cara L Middleton Digitally signed by Cara L Middleton
Date: 2023.06.15 15:35:23 -04'00'

Local registrar

Address of court office:

80 Dundas Street
London, Ontario N6A 6A3

TO: **LARSON PROPERTIES PARTNERSHIP
CORP.**

10 Downie Street, Suite 305
Stratford, ON N5A 7K4

**LARSON PROPERTIES PARTNERSHIP
CORP.**

31 Market Place
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Email: larson@big3equity.ca

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167 Applewood Crescent, Suite 6
Concord, ON L4K 4K7

Brandon Smith
Tel: (905)738-4167 ext. 113
Email: brandon@irasmithinc.com

APPLICATION

1. THE APPLICANT MAKES AN APPLICATION FOR ORDERS FOR THE FOLLOWING:

- (a) an order, if necessary, abridging the time for service and/or filing of its application materials herein;
- (b) an order, if necessary, validating service of the notice of application and related materials herein;
- (c) an order substantially in the form of the draft attached as Schedule “A” appointing Ira Smith Trustee & Receiver Inc. (“**Ira Smith Trustee**”), a licensed trustee, as receiver (“**Receiver**”), without security, of the lands and premises registered in the name of Larson Properties Partnership Corp. (“**Larson Properties**” or the “**Borrower**”) municipally known as 31-33 Market Square, Stratford, Ontario and more particularly described as follows:

LT 11 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 10 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 12 PL 87 STRATFORD AS AMENDED BY PL 88 AS IN R252604; S/T & T/W INTEREST IN R252604; EXCEPT RIGHT THEREIN; CITY OF STRATFORD

Being PIN 53117 - 0084 LT

and

PT LT 9 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 10 PL 87 STRATFORD AS AMENDED BY PL 88 AS IN R336998; S/T & T/W INTEREST IN R336998; S/T R336998 ; STRATFORD

Being PIN 53117 - 0085 LT

(collectively, the “**Property**”);

- (d) that the appointment in (c), above, be pursuant to s. 243 of the *Bankruptcy and Insolvency Act* (“**Bankruptcy and Insolvency Act**”) R.S.C. 1985, c B-3; s. 101, *Courts of Justice Act* (“**Courts of Justice Act**”), R.S.O. 1990, c. C.43; Rule 14.05 (g) and Rule 14.05 (3)(g) of the *Rules of Civil Procedure*;

- (e) an order that the receiver may terminate the leases, if any, affecting the Property, including the leases, if any, of Larson Financial Solutions Inc. (“**Larson Financial**”), M Place Hospitality Corp. (“**M Place**”), and The Hub Stratford Inc. (“**The Hub**”, which together with Larson Financial and M Place are collectively referred to as the “**Guarantors**”).
- (f) leave, if necessary to permit the appointment of the receiver and the carrying out of its duties;
- (g) any other orders necessary to give effect to the foregoing;
- (h) if necessary, an order pursuant to s.243(1) of the *Bankruptcy and Insolvency Act*, dispensing with the requirement for the applicant to deliver a notice pursuant to s.244(1) of the *Bankruptcy and Insolvency Act*, prior to bringing the application herein and this Honourable Court’s appointment of the Receiver;
- (i) costs on a full-indemnity basis or to be dealt with on the terms of the form of order attached as Schedule “A”; and
- (j) such further and other relief as counsel may request and to this Honourable Court seems just.

2. THE GROUNDS FOR THE MOTION ARE:

- (a) the applicant (sometimes referred to herein as “**CMCC**”) wishes and is entitled to enforce its security.
- (b) the applicant is an Ontario corporation with its head office at 100-95 Barber Greene Road, Toronto, Ontario
- (c) pursuant to a Commitment Letter dated April 16, 2019 as amended by an Extension Agreement dated June 29, 2020, a forbearance letter agreement dated February 22, 2021, a forbearance letter agreement dated August 23, 2021, an Extension Agreement dated July 3, 2022 and a letter agreement dated May 2, 2023 (together, the “**Commitment Letter**”), Larson Properties is indebted to the Applicant in the

amount of \$2,127,851.83 inclusive of principal and interest as of May 12, 2023 plus legal fees and accruing interest (the “**Loan**”);

- (d) the Loan is in default, *inter alia*, for the Borrower’s failure to pay the monthly payments due thereunder and for its failure to pay the realty taxes due on the Property;
- (e) repayment of the Loan is secured by a Charge/Mortgage of Land (the “**Mortgage**”) and Notice of General Assignment of Rents registered on the Property as Instruments Number PC169038 and PC169039, respectively;
- (f) in addition to the Mortgage, the applicant has a general security agreement (the “**GSA**”) against Larson Properties registered under the personal *Property Security Act* (the “**PPSA**”);
- (g) the Guarantors guaranteed the obligations of the Borrower to CMCC and CMCC holds general security agreements from each of the Guarantors.
- (h) The Guarantors operate their business from the Property. The businesses have never been profitable.
- (i) on April 20, 2023 the Applicant demanded payment of the Loan which is secured by the Mortgage;
- (j) the Applicant also served notice under s. 244 of the *Bankruptcy and Insolvency Act* on April 20, 2023;
- (k) as a result of the default, the applicant is entitled to enforce its security;
- (l) searches show the following registered on title to the Property, subsequent to the applicant’s Mortgage:
 - (i) a mortgage in favour of Olympia Trust Company, and
 - (ii) a mortgage in favour of Bennington Financial Corp.

- (m) the terms of the Mortgage and the GSA entitle the applicant to appoint a receiver.
- (n) a court-appointed receiver pursuant to s. 243 of the *Bankruptcy and Insolvency Act* and s. 101, *Courts of Justice Act* would be best placed to realize on the Property which is subject to the Mortgage, ensure maximize recovery and protect the interests of other creditors and stakeholders;
- (o) this is particularly the case in light of the complexity of the matter, the various commercial interests at issue, including the claims of the subsequent mortgage holders, businesses operating from the Property, and the possibility of a multiplicity of proceedings relating to the Property and Larson Properties;
- (p) Ira Smith Trustee has consented to be Receiver;
- (q) it is just, convenient, and in the general interest of creditors and stakeholders that a receiver be appointed;
- (r) such further and other relief as counsel may advise and this Honourable Court permit.

3. THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

- (a) the affidavit of Jason Cosman, sworn (the "Cosman Affidavit") including its exhibits, one of which is the consent of Ira Smith Trustee to act as receiver;

- (b) such further and other evidence as counsel may advise and this Honourable Court permit.

Date of issue: June , 2023

DEVRY SMITH FRANK *LLP*

Lawyers & Mediators

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Lawyers for the Applicant, Cosman
Mortgage Capital Corporation

COSMAN MORTGAGE CAPITAL
CORPORATION

Applicant
and

LARSON PROPERTIES
PARTNERSHIP CORP.
Respondent

Court File No. CV-23-00001179-0000

ONTARIO

SUPERIOR COURT OF JUSTICE
IN THE MATTER OF AN APPLICATION UNDER
SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c.B-3, AS
AMENDED,

AND SECTION 101 OF THE *COURTS OF
JUSTICE ACT*, R.S.O 1990, c.C43, AS AMENDED
Proceeding commenced at
LONDON

NOTICE OF APPLICATION

DEVRY SMITH FRANK LLP

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Lawyers for the Applicant

TAB 2

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

COSMAN MORTGAGE CAPITAL CORPORATION

Applicant

and

LARSON PROPERTIES PARTNERSHIP CORP.

Respondent

APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O, 1990, c.c43, AS AMENDED

AFFIDAVIT OF JASON COSMAN

I, JASON COSMAN, of the City of Toronto in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the President of Cosman Mortgage Capital Corporation (“**CMCC**”), the applicant herein and as such have knowledge of what is set out in this affidavit. To the extent that anything below is not within my personal knowledge, it constitutes information derived from the sources identified. I believe such information to be true.
2. The applicant, CMCC, is an Ontario corporation with its head office located at 100-95 Barber Greene Road, Toronto.
3. Larson Properties Partnership Corp. (“**Larson Properties**” or the “**Borrower**”) is a corporation incorporated pursuant to the laws of the Province of Ontario. Attached and marked **Exhibit “A”** is a corporate profile report for Larson Properties. It is the registered

owner of the property municipally know as 31-33 Market Place, Stratford, Ontario (the “**Property**”) and more particularly described as follows:

LT 11 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 10 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 12 PL 87 STRATFORD AS AMENDED BY PL 88 AS IN R252604; S/T & T/W INTEREST IN R252604; EXCEPT RIGHT THEREIN; CITY OF STRATFORD

Being PIN 53117 - 0084 LT

and

PT LT 9 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 10 PL 87 STRATFORD AS AMENDED BY PL 88 AS IN R336998; S/T & T/W INTEREST IN R336998; S/T R336998 ; STRATFORD

Being PIN 53117 - 0085 LT

4. Pursuant to a commitment letter dated April 16, 2019 as amended by an Extension Agreement dated June 29, 2020, a forbearance letter agreement dated February 22, 2021, a forbearance letter agreement dated August 23, 2021, an Extension Agreement dated July 3, 2022, and a letter agreement dated May 2, 2023 (together, the “**Commitment Letter**”), CMCC agreed to provide certain credit facilities to Larson Properties consisting of a loan in the original principal amount of \$2,400,000 (the “**Loan**”);
5. Attached hereto and marked as exhibits are the following
 - a. marked as **Exhibit “B”** is the commitment letter dated April 16, 2019;
 - b. marked as **Exhibit “C”** is the Extension Agreement dated June 29, 2020;
 - c. marked as **Exhibit “D”** is the forbearance letter agreement dated February 22, 2021;
 - d. marked as **Exhibit “E”** is the forbearance letter agreement dated August 23, 2021,
 - e. marked as **Exhibit “F”** is the Extension Agreement dated July 3, 2022; and
 - f. marked as **Exhibit “G”** is the letter agreement dated May 2, 2023.

The letter agreement dated May 2, 2023 incorrectly refers to the August 23 2021 letter agreement as dated August 12, 2023 and the July 3, 2022 Extension Agreement as dated February 22, 2022.

6. Pursuant to the Commitment Letter, the Loan was advanced in a single advance.
7. As security for Larson Properties' indebtedness to CMCC, Larson Properties granted to CMCC a Charge/Mortgage of Land over the Property, which was registered June 14, 2019 in the Land Registry Office for the Land Titles Division of Perth (No. 44) as Instrument No. PC169038 and Notice of General Assignment of Rents registered on the Property as Instrument No. PC169039. (collectively the "**Mortgage**"). Attached hereto and marked as **Exhibit "H"** and **Exhibit "I"** are true copies of the Mortgage registered as Instrument No. PC169038 and the Notice of General Assignment of Rents registered as Instrument No. and PC169039.
8. The Commitment Letter originally provided for a collateral second mortgage in the amount of \$1,000,000 on 13 residential lots on Daly and Worsley Streets, Stratford, ON municipally known as 40, 48, 50, 60, 66 and 72-74 Daly Avenue, Stratford ON, (the "**Lots Property**"). The Lots Properties were since sold and the collateral mortgage over the Lots Property discharged. A portion of the proceeds of the Lots Property was applied to reduce the Loan.
9. In addition to the Mortgage, CMCC holds a general security agreement against Larson Properties (the "**Larson GSA**"). Attached hereto and marked as **Exhibit "J"** is a true copy of the Larson GSA. Attached hereto and marked as **Exhibit "K"** is a true copy of of the *Personal Property Security Act* ("**PPSA**") report against Larson Properties which confirms its perfection.
10. As additional security for the Loan, CMCC holds the Guarantee of Larson Financial Solutions Inc. ("**Larson Financial**"), M Place Hospitality Corp. ("**M Place**"), The Hub Stratford Inc., ("**The Hub**", which together with Larson Financial and M Place are collectively referred to as the "**Guarantors**"), and Kevin Larson.

11. The Guarantors, like the Borrower, are controlled by Kevin Larson. Attached and marked as **Exhibit "L"**, **Exhibit "M"** and **Exhibit "N"** are corporate profile reports for Larson Financial, M Place and the Hub, respectively.
12. CMCC holds general security agreements against Larson Financial (the "**Larson financial GSA**"), M Place (the "**M Place GSA**") and the Hub (the "**Hub GSA**"). Attached hereto and marked as **Exhibit "O"**, **Exhibit "P"** and **Exhibit "Q"** are a true copy of the Larson Financial GSA, the M Place GSA and the Hub GSA, respectively. Attached hereto and marked as **Exhibit "R"**, **Exhibit "S"** and **Exhibit "T"** are true copies of the PPSA report against Larson Financial, M Place, the Hub, respectively which confirms their perfection.
13. Larson Properties is in default under the terms of the Commitment Letter and the Mortgage in that,
 - a. It has missed bi-monthly payments, with the last regular payment having been made October of 2022. Since October of 2022, it has paid \$8,500 on November 16th, 2022 and \$8,500 on November 21st, 2022 which were applied to the payment arrears, \$3,000 on April 14th, 2023 and \$3,000 on April 26th, 2023 which were applied to the Insurance Premiums as defined in the Commitment;
 - b. It is in arrears of payment of the realty taxes on the Real Property (Attached hereto and marked as **Exhibit "U"** is a tax Certificate for the Property);
 - c. It has failed to pay the Extension Fee provided in the Extension Agreement dated February 22, 2022, having paid only \$11,186 of the \$38,760 owing in that regard.
14. Larson Properties was in default in that it failed to pay its insurance premiums such that the insurance over the Property was cancelled. The insurance broker refused to issue a new insurance policy until all amounts owing to it were paid by Larson Properties. Moreover, the insurance broker notified all of the other insurance brokers of the payment arrears such that no other insurance broker would agree to issue an insurance policy for the Property.
15. CMCC and Larson Properties entered into the letter agreement dated May 2, 2023 to provide that CMCC would advance \$46,135.01 to Larson Properties' insurance broker to

pay the arrears of insurance premiums owing by Larson Properties and a portion of the premium for the new insurance policy over the Property. As indicated in the letter agreement dated May 2, 2023, the amount so advanced by CMCC was to be secured by the Mortgage and other security held by CMCC.

16. On April 20, 2023, CMCC demanded payment of the Loan. Attached hereto and marked as **Exhibit "V"** is a true copy of the demand sent to Larson Properties and the Guarantors.
17. The applicant also served notices under s. 244 of the *Bankruptcy and Insolvency Act* on April 20, 2023 to Larson Properties and the Guarantors. Attached hereto and marked as **Exhibit "W"** is a true copy of the s.244 notice to Larson Properties. Attached hereto and marked as **Exhibit "X"** is a true copy of the s.244 notice to the Guarantors.
18. As indicated in the demands and notices, at April 20, 2023, Larson Properties was indebted to CMCC as at that date in the amount of \$2,074,419.05 made up as follows:

(a) Principal balance after October 16, 2022 payment	\$1,938,000.00
(b) Interest October 16 to March 31, 2023	\$88,825.00
(c) Interest March 31, 2023 to April 20, 2023 (20 days x \$530.96/day)	10,691.20
(d) Administrative fees - Demand Letter	423.75
(e) Administrative fees – Missed payments (12 x \$375.00 + 13% HST)	5,085.00
(f) Monitoring fee (5 months @ \$500.00/month + 13% HST)	2,825.00
(g) Administrative fees – Notice of Insurance Arrears (\$375.00 + 13% HST)	423.75
(h) Administrative fees, fail provide payment of realty taxes (\$175.00 + 13% HST)	197.75
(i) Administrative fees – Inspection Fee (\$375.00 + 13% HST)	423.75
(j) Less Amount paid April 14, 2023	(3,000.00)
(k) Unpaid portion of Extension Fee	27,574.00
(l) Legal Fees incurred	<u>2,949.85</u>
Total Due	\$2,074,419.05

19. Since then, CMCC advanced funds to pay the insurance premiums, incurred additional legal costs and incurred the cost of an insurance consultant to deal with the cancelled insurance. The amount owing to CMCC as at May 12, 2023, excluding legal costs, is as follows:

(a) Principal balance after October 16, 2022 payment	\$1,938,000.00
(b) Interest October 16 to March 31, 2023	\$88,825.00
(c) Interest March 31, 2023 to May 12, 2023 (42 days x \$530.96/day)	22,300.32
(d) Administrative fees - Demand Letter	423.75
(e) Administrative fees – Missed payments (12 x \$375.00 + 13% HST)	5,085.00

(f) Monitoring fee (5 months @ \$500.00/month + 13% HST)	2,825.00
(g) Administrative fees – Notice of Insurance Arrears (\$375.00 + 13% HST)	423.75
(h) Administrative fees, fail provide payment of realty taxes (\$175.00 + 13% HST)	197.75
(i) Administrative fees – Inspection Fee (\$375.00 + 13% HST)	423.75
(j) Less Amount paid April 14, 2023	(3,000.00)
(k) Less Amount paid April 26, 2023	(3,000.00)
(l) Paid to RISC Inc. re insurance consultant	1,638.50
(m) Unpaid portion of Extension Fee	27,574.00
(n) Insurance Premiums paid	<u>46,135.01</u>
Total Due	\$2,127,851.83

20. A search of title to the Property shows the following registered on title to the Property, subsequent to CMCC's Mortgage:
- a. a mortgage in favour of Olympia Trust Company (Instruments No. PC169081 and PC169765), copies of which are attached as **Exhibit "Y"**
 - b. a mortgage in favour of Bennington Financial Corp. (Instrument No. PC169528) a copy of which is attached as **Exhibit "Z"**
- Attached hereto and marked as **Exhibit "AA"** is a true copy of the parcel register of the Property dated May 9, 2023.
21. An execution search was completed by our lawyers. A true copy of the writ certificate dated May 9, 2023 is attached to this my affidavit and marked as **Exhibit "BB"**. As indicated, there is one writ registered in favour of Feltz Design Build Ltd., a copy of which is attached as **Exhibit "CC"**.
22. The Property is a three-story building in downtown Stratford, close to the Avon Theater in the Stratford town square. The M Place and The Hub operate a restaurant pub, bakery and a butchery from the Property. I do not believe Larson Financial operates from the Property, but it may have used some of the office space at the Property. That office space was destroyed by the fire, discussed below. I have never seen a lease for the property between the Borrower and the Guarantors and do not know if one or any exists.
23. Of particular concern is that there was a fire at the Property in November of 2022. It has impacted the operation of the Guarantors' business, which where still not fully recovered from the effects of the COVID pandemic lockdowns. I understand that the Guarantors had and have business interruption insurance, which has paid them a total of approximately

\$130,000 since the fire. I do not know how the proceeds of the insurance have been spent. Kevin Larson promised me that he would pay some of those funds to the Loan, but he never did.

24. The insurance company continues to conduct work on the Property to repair the fire damage but there is still work to be done. Attached as **Exhibit "DD"** is an email from Kevin Larson to me dated May 9, 2023 forwarding an email of that date from the insurance adjuster, Derek Wylie, setting out the status of the repair work and what is still to be done.
25. Kevin Larson advised me that The Hub and M Place's businesses on the Property have never been profitable. Kevin Larson has refused to provide us with financial statements for the Guarantors despite my requests. However, during the course of the insurance audit for the purposes of The Hub and M Place's business interruption claim following the fire, a forensic accountant hired by the insurance company showed that from December 2021 to November 2022 The Hub and M Place lost over \$1 Million dollars. Attached as **Exhibit "EE"** are the Schedules to the draft of the forensic audit report. I have not been provided with the final report.
26. A few days ago, Kevin Larson advised me that he is trying to rent out the first floor of the Property to an arms-length tenant.
27. In the present Application, CMCC wishes to have Ira Smith Trustee & Receiver Inc. ("Ira Smith Trustee") appointed as regular receiver pursuant to section 243 of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*. A court-appointed receiver would be best placed to realize on the Property which is subject to the Mortgage, to ensure maximize recovery and protect the interests of CMCC and other creditors and stakeholders. This is particularly the case in light of the complexity of the matter, the various commercial interests at issue.
28. The Applicant requests that this Court appoint Ira Smith Trustee as receiver of the Property, as this will assist Ira Smith Trustee in carrying out its duties. Ira Smith Trustee has consented to act as court-appointed receiver and being appointed a receiver by the Court.

A true copy of its consent in that regard is attached to this affidavit and marked as **Exhibit "FF"**.

SWORN before me by videoconference by Jason Cosman at the City of Toronto, in the Province of Ontario, on May 18, 2023 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*



A Commissioner for taking affidavits.



JASON COSMAN

This is Exhibit “A” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023



A Commissioner for Taking Affidavits



Profile Report

LARSON PROPERTIES PARTNERSHIP CORP. as of May 17, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	LARSON PROPERTIES PARTNERSHIP CORP.
Ontario Corporation Number (OCN)	1983562
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Amalgamation	May 07, 2018
Registered or Head Office Address	21 Market Place, Stratford, Ontario, Canada, N5A 1A4

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

V. Quintanilla W.

Director/Registrar

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

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	KEVIN LARSON
Address for Service	21 Market Place, Stratford, Ontario, Canada, N5A 1A4
Resident Canadian	Yes
Date Began	May 07, 2018

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Director/Registrar

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Active Officer(s)

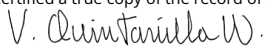
Name JASON GELINK
Position Vice-President
Address for Service 21 Market Place, Stratford, Ontario, Canada, N5A 1A4
Date Began August 01, 2022

Name KEVIN LARSON
Position President
Address for Service 21 Market Place, Stratford, Ontario, Canada, N5A 1A4
Date Began May 07, 2018

Name KEVIN LARSON
Position Secretary
Address for Service 21 Market Place, Stratford, Ontario, Canada, N5A 1A4
Date Began May 07, 2018

Name KEVIN LARSON
Position Treasurer
Address for Service 21 Market Place, Stratford, Ontario, Canada, N5A 1A4
Date Began May 07, 2018

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



Director/Registrar

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Corporate Name History

Name

LARSON PROPERTIES PARTNERSHIP CORP.

Effective Date

May 07, 2018

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V. Quintanilla W.

Director/Registrar

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Amalgamating Corporations

Corporation Name
Ontario Corporation Number

DAMLAR INC.
2471896

Corporation Name
Ontario Corporation Number

LARSON HOLDINGS INC.
2344687

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

V. Quintanilla W.

Director/Registrar

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Active Business Names

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

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

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

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

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V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: Kevin LARSON	September 07, 2022
CIA - Notice of Change PAF: Kevin LARSON	June 03, 2022
CIA - Notice of Change PAF: TANIA AMORIM - OTHER	July 02, 2019
CIA - Notice of Change PAF: TANIA AMORIM - OTHER	April 11, 2019
BCA - Articles of Amendment	April 08, 2019
BCA - Articles of Amendment	June 18, 2018
CIA - Initial Return PAF: CRISTIAN MORALES - OTHER	June 11, 2018
BCA - Articles of Amalgamation	May 07, 2018

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

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

V. Quintanilla W.

Director/Registrar

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This is Exhibit “B” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a series of loops and a final downward stroke.

A Commissioner for Taking Affidavits

COSMAN MORTGAGE CAPITAL CORPORATION

1606-111 Elizabeth Street
Toronto, Ontario M5G 1P7

April 16, 2019

Larson Properties Partnership Corp.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Dear Mr. Larson:

Re: Cosman Mortgage Capital Corporation (the “Lender”) \$2,400,000.00 first mortgage loan to Larson Properties Partnership Corp. (the “Borrower”) secured by a first Charge on the real property municipally known 27-33 Market Place, Stratford, ON being PINs 53117-0084 (LT) and and 53117-0084 (LT) (the “Market Property”) and a collateral second mortgage on 13 Residential Lots on Daly and Worsley Streets, Stratford, ON which includes without limiting the generality of the forgoing 40, 48, 50, 60, 66 and 72-74 Daly Avenue, Stratford ON being PIN 53140-0127 (LT), (the “Lots Property”, which together with the Market Property are referred to as the “Properties” and each a “Property”).

We hereby offer you a \$2,400,000.00 loan (the “Loan”), subject to the terms and conditions set out below.

I. GENERAL TERMS

Lender: Cosman Mortgage Capital Corporation
1606-111 Elizabeth Street
Toronto, Ontario M5G 1P7

Borrower: Larson Properties Partnership Corp.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Corporate Guarantors: Larson Financial Solutions Inc.
The Hub Stratford Inc.
M Place Hospitality Corp.
(together, the “Corporate Guarantors”)

Personal Guarantors: Kevin Larson
(the “Personal Guarantor”, which together with the Corporate Guarantors are referred to as the “Guarantors” and each a “Guarantor”)

Purpose of Loan: The Loan shall be advanced by the Lender to the Borrower to be used by the Borrower to pay and discharge existing encumbrances on the Properties.

Loan Amount: Two Million Four Hundred Thousand Canadian Dollars (\$2,400,000 Cdn), (the "Loan Amount") to be advanced in a single advance on the Advance Date, less the Broker Fee and those deductions set out herein. For the purposes of the Loan, "Indebtedness" shall mean the Loan Amount together with all of the Borrower's indebtedness, liabilities and obligations to the Lender in connection with the Loan, including without limitation, all principal, interest, Fees (as listed in **Schedule "A"** hereto) and all costs, fees and expenses incurred by the Lender in respect of the Loan.

Advance Date: April 25th, 2019 or such other date as the Loan is advanced (the "Advance Date")

Term: Subject to the terms hereof, the period (the "Term") commencing on the Advance Date and terminating twelve months from the Interest Adjustment Date as defined below (the "Maturity Date") and, subject to the terms hereof, any outstanding balance of the Indebtedness shall become payable on the Maturity Date.

Interest Adjustment Date: The first day of the month following the Advance Date

First Payment Date: The first day of the month following the Interest Adjustment Date (herein "First Payment Date")

Mortgage Payment: \$20,000.00 per month (herein "Mortgage Payment")

Loan Advance: The Loan shall be advanced in a single advance on the Advance Date (net of the Broker Fee and all other deductions therefrom referenced herein). Interest from the Advance Date to the Interest Adjustment Date will be payable at the time of the Loan Advance, and will be deducted from the Loan Advance.

Interest Rate: Interest on the outstanding principal balance of the Loan (together with any other amounts which may be owed by the Borrower to the Lender from time to time), and on all overdue interest, shall accrue and be calculated before, as well as after maturity, default or judgment at the rate of 10.00% per annum, calculated and payable monthly, interest only, on the first day of each and every month during the Term of the Loan, commencing on the First Payment Date.

The Borrower shall on or before the Loan Advance, provide the Lender with a completed Pre-Authorized Authorization Form for Mortgage Payments on Cosman Mortgage Capital Corporation's standard form authorizing the withdrawal by Cosman Mortgage Capital Corporation from the Borrower's account of Mortgage Payments due and payable on the 1st day of each and every month commencing on the First Payment Date.

Prepayment:

The Loan is closed for repayment, provided however, in the six months immediately prior to the maturity of the Charges, and provided that an Event of Default (as hereinafter defined) has not occurred, the Borrower may obtain a discharge of the Charges upon repayment of all of the Indebtedness then outstanding, together with a bonus of three (3) months' interest on the amount so prepaid (the "**Prepayment Charge**").

Partial Discharges:

Provided that:

- (a) an Event of Default, as hereinafter defined has not occurred, and
- (b) the Borrower has paid the Lender not less than \$200,000.00 (the "**Partial Discharge Payment**"), in reduction of the Loan,

the Lots Mortgage shall be discharged six weeks following the last of the date (i) that all construction underway at the Market Property is completed to the Lender's satisfaction in its sole discretion, (ii) that each of the businesses contemplated to be operated from the Market Property, being a restaurant on the second floor, a restaurant and butchery on the ground floor and a bakery on the lower floor, are open for business and fully operational to the Lender's satisfaction in its sole discretion, (iii) the closing of any open permits; and (iv) all lien periods have expired and that there are no preserved or perfected liens outstanding (six weeks following the last of such date being referred to as the "**Lots Charge Discharge Date**"). For clarity, the Partial Discharge Payment shall not be subject to the Prepayment Charge, provided it is paid on or about the Lots Charge Discharge Date in satisfaction of the conditions to discharging the Lots Mortgage.

If any of the 13 parcels of land comprising the Lots Property is sold (the "**Sold Lot**") prior to the Lots Charge Discharge Date, the Lender shall agree to provide a partial discharge of the Lots Charge over the Sold Lot, provided that (i) such discharge complies with the provisions of section 50 of the *Planning Act* (Ontario) (to be obtained at the Borrower's cost) (ii) the gross sale proceeds of sale from such Sold Lot (such funds being referred to as the "**Sold Lot**")

Proceeds”) shall be an amount not less than 90% of the amount stipulated in Schedule “B” hereto across from the description of the applicable Sold Lot, and (iii) the net Sold Lot Proceeds after paying only such amount as is required by the holder of the Lots First Mortgage to discharge the Lots First Mortgage from the Sold Lot (such net amount being referred to herein as the “**Net Sold Lot Proceeds**”) are paid to the Lender’s solicitor in trust without any payment towards any encumbrance ranking subsequent to the Lots Charge. The Net Sold Lot Proceeds shall be held in trust and not be deemed to be in payment of the Indebtedness, but rather shall continue to stand as security for the Loan, to be released to the Borrower on the Lots Charge Discharge Date. The Net Sold Lots Proceeds shall bear no interest and shall not reduce the monthly payments required to be paid by the Borrower.

**The Sold Lots
Proceeds Held in Trust**

Notwithstanding anything herein to the contrary, on the occurrence of an Event of Default as hereinafter defined, or if an event of default occurs under the Security, the Sold Lots Proceeds may be paid to and retained by the Lender, at its option, to be applied towards the Indebtedness.

In holding and dealing with the Sold Lots Proceeds pursuant to this Commitment, the Lender’s solicitors are not bound in any way by any agreement other than this Commitment, and the Lender’s solicitors shall not be considered to assume any duty, liability or responsibility other than to hold the Sold Lots Proceeds in accordance with the provisions of this Commitment and to pay the Sold Lots Proceeds to the person becoming entitled thereto in accordance with the terms of this Commitment. In the event of a dispute between the parties as to entitlement to the Sold Lots Proceeds, the Lender’s solicitors may, in their discretion, pay Sold Lots Proceeds in dispute into the Ontario Superior Court, whereupon the Lender’s solicitors shall have no further obligations relating to or the Sold Lots Proceeds. The Lender’s solicitors will not, under any circumstances, be required to verify or determine the validity of any notice or other document whatsoever delivered to the Lender’s solicitors and the Lender’s solicitors are hereby relieved of any liability or responsibility for any loss or damage which may arise as the result of the acceptance by the Lender’s solicitors of any such notice or other document in good faith.

Permitted Encumbrances: The Lender consents to the following encumbrances on the Properties:

- a. On the Lots Property, a first mortgage in favour of Keith Samitt Limited at an interest rate no more than 10% per annum with a balance of no more than \$2,300,000 (the “**Lots First Mortgage**”);
- b. On the Lots Property, a third mortgage in favour of Olympia Trust at an interest rate of no more than 6.75% per annum with a balance of no more than \$697,210 (the “**Lots Third Mortgage**”);
- c. On the Market Property, a second mortgage in favour of Olympia Trust at an interest rate of no more than 5.5% per annum with a balance of no more than \$150,000 (the “**Market Second Mortgage**”)
- d. On the Market Property, a third mortgage in favour of Olympia Trust at an interest rate of no more than 6.5% per annum with a balance of no more than \$1,000,000 (the “**Market Third Mortgage**”)

(collectively referred to herein as the “**Existing Charges**”)

Security:

As security for the Indebtedness, the Borrower and Guarantors shall execute and deliver the following security (the “**Security**”) to the Lender, in the Lender’s form:

- a. a first Charge (the “**Market Charge**”) from the Borrower in the principal sum of \$2,400,000.00 to be registered against title to the Market Property;
- b. a collateral second Charge (the “**Lots Charge**”, which together with the Market Charge are referred to as the “**Charges**”) from the Borrower in the principal sum of \$1,100,000 to be registered against title to the Lots Property
- c. a general assignment of rents and leases to be registered against title to the Market Property, the security interest thereunder to be to be perfected by registration of a financing statement under the PPSA;
- d. a general assignment of rents to be registered against title to the Lots Property, the security interest thereunder to be to be perfected by registration of a financing statement under the *Personal Property Security Act* (Ontario) (the “**PPSA**”)PPSA;

- e. and a guarantee (the “Guarantee”) by the Personal Guarantor and Corporate Guarantors of all of the obligations of the Borrowers to the Lender, which Guarantee shall include an assignment and postponement of indebtedness of the Borrowers to the Guarantors; such assignment and postponement to be perfected by registration of a financing statement under the PPSA;
- f. a general security agreement (the “GSA”) from the Borrower in favour of the Lender creating a fixed and floating charge in first position over all of the present and after acquired assets, property and undertaking of the Borrower, the security interests created by the GSA to be perfected by the registration of a financing statement against the Borrower pursuant to the PPSA;
- g. a general security agreement (the “GSA”) from the Corporate Guarantors in favour of the Lender creating a fixed and floating charge in first position (or such other position as the Lender may in its discretion accept) over all of the present and after acquired assets, property and undertaking of each Corporate Guarantor, the security interests created by the GSA to be perfected by the registration of a financing statement against the Corporate Guarantors pursuant to the PPSA);
- h. Tenant acknowledgements as required by the Lender
- i. a Certificate of a senior officer of the Borrower in respect of corporate matters;
- j. a Certificate of a senior officer of each of the Corporate Guarantors in respect of corporate matters;
- k. a certified copy of a resolution from each of the Borrower and the Corporate Guarantors respecting this Commitment and the transactions contemplated herein;
- l. Letter of opinion from the solicitor for the Borrower and the Corporate Guarantors as to such matters and in such form as the Lender’s solicitor may require including, without limitation, with respect to the usual corporate matters and enforceability of this letter and the Security addressed to the Lender and its solicitor;
- m. a postponement agreement with the lender holding the Lots Third Mortgage;

- n. a postponement agreement with the lender holding the Market Second Mortgage
- o. a postponement agreement with the lender holding the Market Third Mortgage
- p. a statutory declaration of the Borrower in respect of the *Construction Lien Act* (Ontario) (the “CLA”) and other matters relating to the Market Property and the Borrower;
- q. a statutory declaration of the Borrower in respect of the CLA and other matters relating to the Lots Property and the Borrower;
- r. a covenant of the Borrower and Guarantors regarding environmental matters; and
- s. an assignment of insurance from the Borrower appropriate to the Risks involved, with loss payable to the Lender as its interest may appear for both the Market Property and the Lots Property; and
- t. such further and other security, certificates, statutory declarations or ancillary documents reasonably requested by the Lender’s solicitor.

Broker Fee:

In connection with, and in consideration for the Loan, the Borrower shall pay a broker fee of \$60,000.00 to Cosman Mortgage Capital Corporation and a \$48,000 broker fee to Mark’s and Associates Mortgage Brokers Inc. (the “Broker Fees”), which Broker Fees shall be deemed to be earned upon the execution of this Commitment by the Borrower which amounts shall be paid as a condition to the advance of the Loan on the Advance Date, and shall be deducted from the Loan Advance to the Borrower.

Renewal Fee:

The Borrower acknowledges that should it wish to renew or otherwise extend the term of the Loan and the Lender agrees to renew or otherwise extend the term of the Loan, the Borrower shall be required to pay a renewal fee to equal to 1.25% of the principal balance outstanding thereunder at the Maturity Date to Cosman Mortgage Capital Corporation (the “Renewal Fee”). The Borrower acknowledges that nothing herein imposes any obligation on the Lender to renew or otherwise extend the term of the Loan, nor does

anything herein imposes any obligation on the Lender to limit its renewal fee for any subsequent renewal or extension Loan.

Additional Fees: If the Loan is not repaid on the maturity date thereof, then the Lender may at its option charge an additional Fee equivalent to three (3) months' interest on the principal balance of the Loan Amount.

Administrative Fees: The Borrower and Guarantors shall be responsible for those additional administrative and other fees (the "Fees") relating to the Loan set out in **Schedule "A"**. By initialing below, the Borrower and Guarantors acknowledge that (i) they have reviewed these Fees, and (ii) such Fees reasonably represent and are intended to compensate the Lender for its time, effort and expense that the Lender will incur in connection with the matters described in **Schedule "A"**.

<i>KL</i>	<i>KL</i>			
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Borrower and Guarantors to initial above

Lender's Solicitor: The Lender's solicitor shall be Oren H. Chaimovitch of Devry Smith Frank LLP, Barristers and Solicitors (the "Lender's Solicitor"), who shall prepare all of the Security for review by the Borrower and its counsel. All of the fees and disbursements of the Lender's Solicitor shall be for the account of the Borrower, shall be paid to the Lender's solicitor at the time of the Loan Advance, and can be deducted from the any part of the Loan, or the Sold Lot Proceeds otherwise payable to the Borrower.

Compliance: If (i) the Borrower or any Guarantor is unwilling or unable for any reason whatsoever, to fulfil or comply with any of the terms and conditions set forth in this Commitment, (ii) the Borrower or any Guarantor refuses to sign the Security prepared by the Lender's Solicitor, (iii) the Borrower fails to accept the funds to be advanced, (iv) any information supplied by the Borrower to the Lender is found to be incorrect in any material respect, or (v) the Borrower or any Guarantor becomes bankrupt or otherwise subject to any bankruptcy or insolvency proceedings prior to the Advance Date; then the Lender may, at its option, cancel this Commitment, in which case the Lender shall be entitled to the Broker Fee and its costs incurred to date (inclusive of all legal fees and disbursements) as liquidated damages, and not as penalty or payment of any costs described in this Commitment.

Borrower's Counsel: The Borrower shall retain counsel in respect of the execution and the delivery of the Loan and Security documents.

Borrower and Guarantors'

Acknowledgment:

The Borrower and Guarantors each acknowledges and agrees with the Lender that after an Event of Default, the Lender may (without limitation to all of its other rights hereunder and under the Security) enforce its rights in respect of such default by paying to any previous encumbrancer the amount required to obtain an assignment or discharge of such encumbrance, in which case all amounts so paid will bear interest at the rate set out applicable to the Loan.

II. CONDITIONS OF CLOSING:

The obligation of the Lender to advance the Loan to the Borrower on the Advance Date shall be subject to satisfaction of each of the following conditions on or before the Advance Date, any of which may be waived by the Lender, in its sole and unfettered discretion:

- a. **Encumbrances against the Properties.** There shall be no encumbrances against the Properties, save and except for those encumbrances set out in **Permitted Encumbrances** hereto.
- b. **Existing Charges.** The Borrower shall have provided the Lender with a mortgage statement for information purposes for the charge registered in favour of the Existing Charges, which shall be in good standing. If the said Existing Charges are not in good standing, the Borrower shall provide the Lender with a statement from the Existing Charges including the amount required to bring the said mortgage into good standing and such amount shall be paid to the Existing Charges as a condition to the advance of the Loan on the Advance Date, and shall be deducted from the Loan Advance to the Borrower.
- c. **Executions.** There shall be no outstanding executions affecting the Properties as at the Advance Date.
- d. **Title Insurance.** The Lender's solicitor shall have obtained a lender's title insurance policy for the Charges, which title insurance policy shall name the Lender as the insured thereon.
- e. **Property Taxes.** The Borrower shall have provided the Lender with evidence that property taxes for the Market Property and the Lots Property to have been paid to the Advance Date, or alternatively, the Borrower shall have provided the Lender with a direction in which all tax arrears against the Properties are paid from the Loan Advance directly to the applicable municipality or governmental authority.
- f. **Value of the Market Property.** The Lender shall receive from Valco Real Estate Appraisers and Consultants a satisfactory appraisal of the Market Property confirming a value of \$4,600,000. Such Appraisal report must be addressed to the Lender or assigned to the Lender via a Letter of Transmittal.

- g. **Environmental of the Market Property:** The Lender shall receive from Pinchin Environmental an Environmental Site Assessment of the Market Property. Such report must be addressed to the Lender or assigned to the Lender via a Letter of Transmittal
- h. **Value of the Lots Property.** The Lender shall receive from Valco Real Estate Appraisers and Consultants a satisfactory appraisal of the Market Property confirming a value of \$4,600,000 as of July 10th, 2018. Such Appraisal report must be addressed to the Lender or assigned to the Lender via a Letter of Transmittal. In addition, the Lender must be satisfied that the as-is value of the Lots Property today is \$4,810,000.
- i. **Environmental of the Market Property:** The Lender shall receive from a Lender Approved Environmental Engineer an Environmental Site Assessment of the Market Property. Such report must be addressed to the Lender or assigned to the Lender via a Letter of Transmittal.
- j. **Constructions at the Market Property:** The construction on the restaurant on the second floor of the Market Property and the bakery on the first floor of the Market Property shall be completed to the Lender's satisfaction in its sole discretion and the said restaurant and bakery shall have opened for business.
- k. **Construction Liens.** No notice shall have been received by the Lender of any claim for a lien against any of the Properties pursuant to the provisions of the CLA which remains unpaid, unless the amount thereof has been paid into a court of competent jurisdiction, pursuant to the said Act.
- l. **Insurance.** The Borrower shall have provided the Lender with evidence of fire insurance for the Properties, with the Lender listed as a loss payee thereon.
- m. **No Event of Default.** There shall be no event or condition with respect to the Borrower or any of the Properties which has occurred or continuing which would constitute an "Event of Default" under Section IV below.
- n. **Execution of the Lender's Security and Ancillary Documentation.** The Borrower shall have executed and delivered to the Lender, the Loan and Security documentation prepared by the Lender's Solicitor in accordance with this Commitment.

III. REPRESENTATIONS, WARRANTIES & COVENANTS OF THE BORROWER

To induce the Lender to enter into this Commitment, the Borrower covenants and agrees to and with the Lender (which covenants shall continue until the Loan is terminated and all Indebtedness is paid in full) that:

- a. all amounts that may rank in priority to the Security are paid in full and on time, and evidence of same shall be provided to the Lender upon request, including (without limitation) property taxes in respect of the Properties, for which (if requested by the

Lender) evidence of full payment of each instalment shall be provided to the Lender by not later than ten days after each such instalment is due and payable;

- b. the Borrower shall punctually pay all sums of money due to the Lender under this Commitment and the Loan, at the times and places and in the manner provided for herein, and perform all of the covenants and obligations under this Commitment and the Security; and
- c. the Borrower shall not encumber the Properties without the Lender's prior written consent, which consent may be withheld by the Lender in its sole and unfettered discretion.

The Borrower hereby represents and warrant that the Properties are registered in the name of and beneficially owned by the Borrower, and that title to the Properties is not held by the Borrower as trustee or nominee of any other party or in any capacity other than the registered and beneficial owner thereof.

IV. RELEASE OF INFORMATION

Notwithstanding the provisions of any applicable laws regarding privacy or other matters, the Borrower hereby:

- a. authorize the Lender to request, on their behalf, at any time or from time to time, information regarding any prior or other encumbrance affecting the Properties, or any other real or personal property of the Borrower, including (without limitation) a statement of indebtedness for any such encumbrance;
- b. authorize the Lender to provide to any other encumbrancer or party with an interest in any property of the Borrower information regarding the Loan and/or the Security, including (without limitation) a statement of indebtedness for the Loan; and
- c. covenant and agree to execute at any time or from time to time, all such further authorizations or consents as may be reasonably required by the Lender in respect of the foregoing.
- d. The Borrower consent to Cosman Mortgage Capital Corporation using photos of the Properties and very broad outline of the mortgage (Interest Rate, name of city/town, Term, Loan Amount) for their promotional materials. This includes but not limited to posting the aforementioned details on cosmanmortgage.ca, e-mail marketing and brochures.

V. EVENTS OF DEFAULT

In addition to the events of default set out in the Security documents, the occurrence of any one of the following events shall constitute an event of default under this Commitment, the Loan and the Security (collectively, including any event of default(s) set out in any of the Security documents, "Events of Default" and individually an "Event of Default"), in any which case, in addition to

any other rights of the Lender hereunder or under the Security, the Indebtedness, together with accrued interest thereon shall, at the option of the Lender, become immediately due and payable:

- a. the non-payment by the Borrower of any amount due hereunder, whether by acceleration or otherwise;
- b. the breach or failure of due performance by the Borrower of any of the non-financial covenants or obligations provided for herein or under the Security, including (without limitation) the obligations to confirm each instalment payment of property taxes for the Properties;
- c. the failure of the Borrower to pay any amount which may rank in priority to the Charges;
- d. if any representation or warranty made in this Commitment proves to have been incorrect in any aspect when made or furnished;
- e. if the Borrower encumbers or permits any other encumbrance on any of the Properties;
- f. if the Borrower commits an event of default under the Lots First Mortgage, or if any party commences enforcement proceedings against any of the Borrower or any of the Properties;
- g. if the Borrower makes an assignment for the benefit of creditors or commits any act of bankruptcy as defined in the *Bankruptcy and Insolvency Act (Canada)* or any successor of it, or becomes bankrupt or insolvent or takes the benefit of any legislation now or hereafter in force for bankrupt or insolvent debtors;
- h. if an order is made for the winding up or liquidation of the Borrower or a Guarantor, or the Borrower or a Guarantor voluntarily commences winding up procedures for liquidation;
- i. an order or appointment is made for a receiver or a receiver and manager of any of the Borrower's or a Guarantor's assets or any part of them; or
- j. a claim (threatened or actual) is made by any party against any of the Properties or the Lender pursuant to the CLA.

In the event that three (3) Events of Default occur in any twelve month period during the Term or any extension thereof, regardless of whether any such Events of Default have been cured by the Borrower or the Guarantors or otherwise, the Lender shall at any time after the occurrence of the third such Event of Default, be entitled to enforce its Security and seek all remedies set out therein, as if any such Event of Default is then subsisting.

In addition, all fees, disbursements and expenses incurred by the Lender in connection with the Loan (including, without limitation legal fees and disbursements, appraisal fees and receiver fees and disbursements), whether incurred before, after or during an Event of Default shall form part of the Indebtedness, bear interest at the rate provided above and be subject to and secured by the Security.

VI. CONTRACT MATTERS

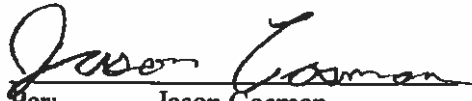
- a. This Commitment shall be governed by and construed under the laws of the Province of Ontario, and the laws of Canada applicable therein.
- b. Time shall be of the essence in respect of this Commitment.
- c. All of the terms, conditions, covenants and Events of Default shall apply to each Borrower, if more than one. In that regard, if the Borrower or a Guarantor commits an Event of Default, the other Borrower shall be deemed to have committed an Event of Default.
- d. This Commitment shall be binding on the Borrower and the Guarantors, and their successors and assigns.
- e. No term or condition of this Commitment or any of the Security may be waived or varied orally or by any course of conduct of the Lender. Any amendment to this Commitment or the Security must be in writing and signed by the Lender.
- f. No waiver by the Lender of its rights or remedies hereunder shall be considered a waiver of any other or subsequent right of or remedy of the Lender, no delay or omission in the exercise or enforcement by the Lender of any right or remedy of the Lender and no exercise or the enforcement of such right or remedy shall be held to exhaust any right or remedy of the Lender.
- g. The provisions and conditions of this Commitment shall survive the execution and registration of the Security and there shall be no merger therein. However, should there arise any inconsistencies between this Commitment and the Security, then the terms of this Commitment shall govern. In the event that there is no inconsistency or conflict between the terms of the Security and this Commitment then the Lender shall have the rights given to the Lender under all the said documents.
- h. The Borrower and Guarantors shall promptly cure any defect or defects in the execution and delivery of this Commitment, the Security or any other document arising here from and the Borrower and Guarantors shall, from time to time, promptly execute and deliver to the Lender, at the request of the Lender, any additional or other documents, agreements, mortgage amending agreements and instruments in compliance with or to effect better the covenants of the Borrower and Guarantors hereunder.
- i. This Commitment may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Commitment, a party hereto may send a copy of its original signature on the execution page hereof to the other parties by facsimile transmission or by electronic means, and such transmission shall constitute delivery of an executed copy of this Commitment to the receiving party.

If the Commitment is not accepted by April 19th, 2019, this Commitment shall automatically expire. In addition, this Commitment will automatically expire on May 16, 2019 at the option of

the Lender unless the applicable conditions herein have been met and the Loan has been advanced by the Lender. Please signify your acceptance of this Commitment by executing, dating and delivering this Commitment where indicated.

Yours very truly,

COSMAN MORTGAGE CAPITAL CORPORATION

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


Per: Jason Cosman
President

I have authority to bind the Corporation


ACKNOWLEDGMENT

We hereby accept the above terms and conditions this 16 day of April, 2019


Larson Properties Partnership Corp.

By: 
Kevin Larson
President
"I have authority to bind the Corporation"

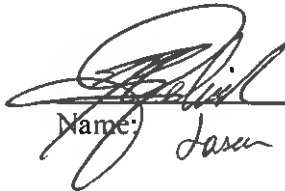
M Place Hospitality Corp.

By: 
Kevin Larson
President
"I have authority to bind the Corporation"


The Hub Stratford Inc.

By: 
Kevin Larson
President
"I have authority to bind the Corporation"

Witness:


Name: Jason Beluk.

)
)
)
)
)
)
)


Kevin Larson
"in my personal capacity as Guarantor"

SCHEDULE "A"

ADDITIONAL FEES


In addition to, and without limiting, all other charges and fees that the Lender is permitted to charge to the Borrower under this Commitment, pursuant to the Security or at law, the Lender shall be entitled to charge the following fees in respect of the Loan, and the Borrower shall be obligated to pay such fees to the Lender:

1. In the event of a late or missed payment, or a dishonored cheque, a fee of \$375.00 in each case.
2. In the event that the Lender is required to deal with any cancellation, notice of cancellation or premium payment; is required to place insurance on any charged property; or otherwise must act in response to any noncompliance by the Borrower with the Borrower's insurance requirements in respect of the Loan; an insurance default fee of \$375.00.
3. For each month (or part thereof) during which Borrower is not in compliance with the Borrower's insurance requirements in respect of the Loan, an insurance maintenance fee of \$500.00.
4. For each proceeding or action instituted, including (without limitation) the issuance of a notice of sale under mortgage issued by the Lender or any other encumbrancer or mortgagee of any charged property, in addition to all applicable legal fees, a fee of \$500.00 for each charged property.
5. For each demand letter issued by the Lender, a fee of \$375.00.
6. For each day in which the Lender is in possession of a charged property, a fee of \$100.00 per day for each charged property.
7. For any attendance or inspection of any charged property necessitated by request of the Borrower or an Event of Default, attendance/inspection fee of \$375.00.
8. For any partial discharges the Lender shall charge an administration fee equal to \$375.00.
9. For any payment by the Lender made in order for the Lender to protect its Security or to maintain its rights in respect of the Loan, including (without limitation) any payment of real property taxes, insurance premiums, condominium expenses, or principal or interest payments on any prior encumbrance, a processing fee of \$375.00 in respect of each such payment.
10. For any statement of indebtedness (for either information or discharge purposes) prepared and provided by Lender to any party, a fee of \$250.00.

11. For each month (or part thereof) during which an Event of Default shall occur that has not been cured within ten days of the occurrence, a monitoring fee of \$500.00.
12. In the event of any failure by the Borrower to provide evidence to the Lender of payments of real property taxes or payment on any encumbrance that ranks prior to the Security within ten (10) days following a request by the Lender for such information, where the Lender has requested for such evidence or the Borrower is required to give such evidence, in accordance with the Commitment or the Security, a fee of \$500.00 for each such occurrence.
13. A fee equivalent to three (3) months interest should the Lender commence or respond to legal action commenced due to default under this Commitment or the Security.

NOTE:

The Lender reserves the right to (i) charge reasonable fees for other administrative services that may be required in connection with the administration of a loan and security as compensation for the Lender's reasonable time and attention in dealing with such matters; and (ii) amend its fees from time to time.

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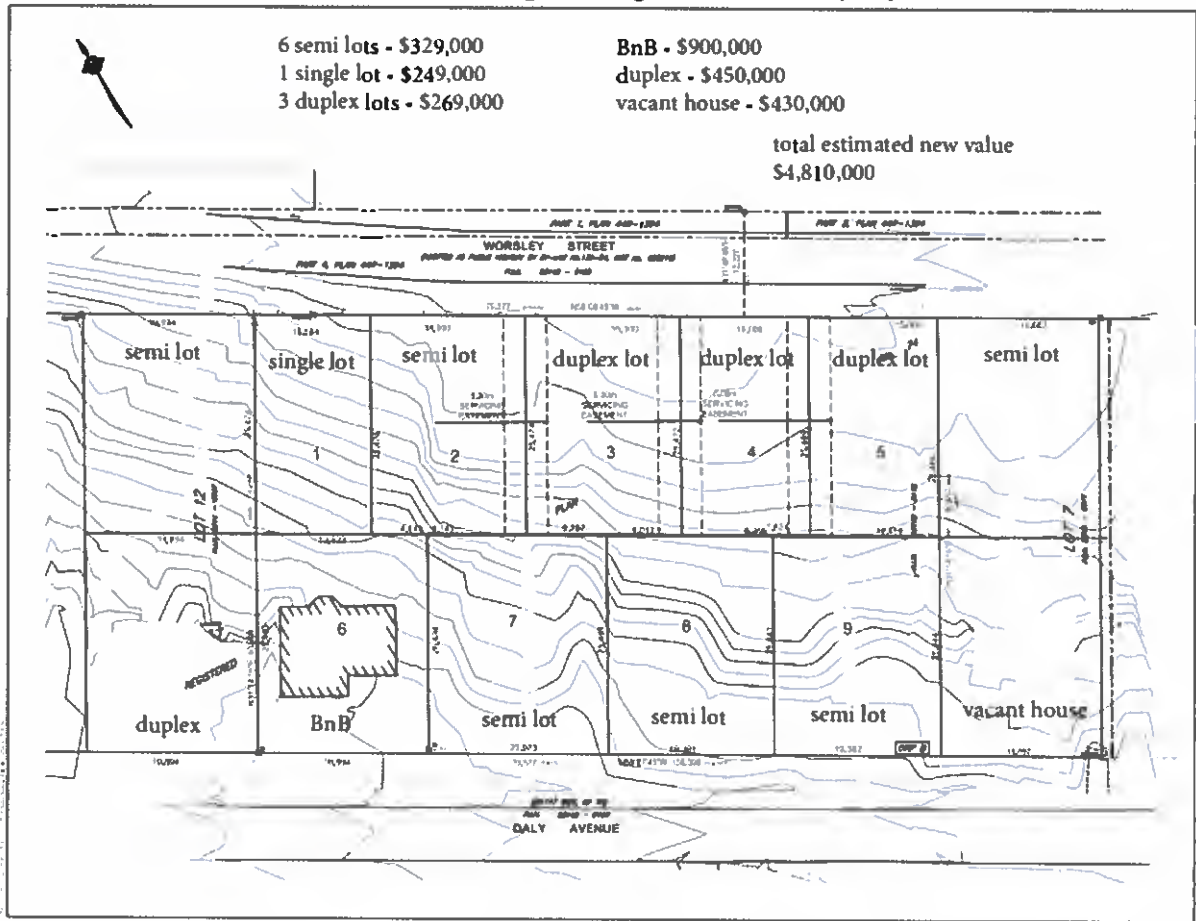
Borrower and Guarantors to Initial

SCHEDULE "B"

CHART OF MINIMUM SOLD LOT PROCEEDS

LOT TYPE	MINIMUM SOLD LOT PROCEEDS
Single Lot	\$249,000.00
Semi Lot	\$329,000.00
Duplex Lot	\$269,000.00
BnB	\$900,000.00
40 Daly (Vacant House)	\$430,000.00
72-74 Daly (duplex)	\$450,000.00

Each lot type being shown on the following drawing of the Lots Property:



This is Exhibit “C” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like mark that starts with a small loop and ends with a horizontal stroke.

A Commissioner for Taking Affidavits

COSMAN MORTGAGE CAPITAL CORPORATION

Suite 400 – 7050 Weston Road,
Woodbridge, ON L4L 8G7

June 29, 2020

Larson Properties Partnership Corp.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Larson Financial Solutions Inc.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

The Hub Stratford Inc.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

M Place Hospitality Corp.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Kevin Larson
c/o 10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Dear Sirs:

Re: Cosman Mortgage Capital Corporation (the “Lender”) \$2,400,000.00 first mortgage loan to Larson Properties Partnership Corp. (the “Borrower”) and guaranteed by Larson Financial Solutions Inc., The Hub Stratford Inc., M Place Hospitality Corp. and Kevin Larson (collectively, the “Guarantors”) and secured by a first Charge on the real property municipally known 27-33 Market Place, Stratford, ON being PINs 53117-0084 (LT) and 53117-0084 (LT) (the “Market Property”) and a collateral second mortgage on 13 Residential Lots on Daly and Worsley Streets, Stratford, ON which includes without limiting the generality of the forgoing 40, 48, 50, 60, 66 and 72-74 Daly Avenue, Stratford ON being PIN 53140-0127 (LT), (the “Lots Property”, which together with the Market Property are referred to as the “Properties” and each a “Property”).

Reference is made to a commitment letter from the Lender to the Borrower dated April 16, 2019 and accepted by the Borrower and Guarantors April 16, 2019 (the “Loan Agreement”).

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

As you are aware, Events of Default have occurred and are continuing. These Events of Default include (the “**Existing Defaults**”):

- (a) a claim has been made against the Market Property and against the Lender pursuant to the Construction Lien Act by Brad Baker Plumbing, Heating & Electrical Inc.;
- (b) a claim has been made against the Market Property and against the Lender pursuant to the Construction Lien Act by Feltz Design Build Ltd.;
- (c) you are in arrears of your payments of interest in the amount of \$30,000.00 (the “**Interest Arrears**”);

The Loan matures on July 1, 2020 (the “**Maturity Date**”) and, subject to the terms hereof, will have a principal balance outstanding as of that date of \$2,400,000.00. As well, the Interest Arrears remain owing to the Lender, certain Fees are payable as a result of the Existing Defaults and remain owing to the Lender, and the Lender has incurred legal fees that remain owing to the Lender. Notwithstanding that the Existing Defaults continue, the Lender is prepared to offer to you a one (1) year extension with a maturity date of July 1, 2020 (the “**New Maturity Date**”) upon the terms set out herein.

The extension of the Loan is subject to the following terms, conditions and covenants:

1. The Borrower and the Guarantors hereby acknowledge and confirm that:
 - a. the Existing Defaults continue as set forth above;
 - b. nothing contained herein shall constitute a waiver of the Existing Defaults, or of any of the Lender’s rights or remedies against the Borrower and the Guarantors in respect of the Existing Defaults and the Lender shall have the right to pursue all of its rights and remedies in connection therewith including, without limitation, the enforcement of the Security;
 - c. nothing contained herein shall constitute a waiver of the Interest Arrears, the Fees or the legal fees incurred or payable by the Borrower as a result of the Existing Defaults;
2. The Borrower and the Guarantors shall provide to the Lender prior to July 3, 2020 (the “**Acceptance Date**”) with the following:
 - a. Evidence that the realty taxes on the Properties have been paid in full. In that regard, please provide us with up to date realty tax statements in respect of the Properties issued by the local municipalities;
 - b. Evidence that all insurance delivered in connection with the Security continues to be in full force and effect. Please provide us with an up to date certificate of

insurance in respect of the Properties from your insurance company in that regard, which shows that the Lender is noted as an additional loss payee and mortgagee in respect of each of the Properties;

- c. Evidence that all prior charges/mortgages registered against title to the Properties as contemplated by the Loan Agreement are in good standing. In that regard, please provide us with mortgage statements from the Keith Sammitt showing that mortgage held by them on the Lots Property are up to date and in good standing;
3. No further Event of Default occurs between the date of this letter and the Acceptance Fee;
4. The Borrower shall pay an extension fee (the “**Extension Fee**”) in the amount of \$44,000.00 to Cosman Mortgage Capital Corporation, which Extension Fee shall be deemed to have been earned by the Lender upon acceptance of this letter agreement by the Borrower. The Extension Fee shall be payable in 8 monthly installment of \$5,000.00 each commencing July 1, 2020 and payable on the first day of each month thereafter, and a final installment of \$4,000.00 payable on March 1, 2021, provided that the full balance of the Extension Fee shall become immediately due and payable (a) if there is a default under the terms of the agreement formed by this letter, (b) if there is a further Event of Default, or (c) as condition to any discharge or partial discharge of any of the Charges;
5. The Loan is closed for repayment until the New Maturity Date. Notwithstanding, provided that a further Event of Default has not occurred and after January 1, 2021, the Borrower may prepay all of the Indebtedness prior to the New Maturity Date upon payment to the Lender of a bonus of three (3) months’ interest on the amount so prepaid..
6. The Borrower and the Guarantors shall pay the Lender by the Acceptance Date the amount of \$1,200.00 in respect of legal fees incurred by the Lender in preparing this agreement;
7. The monthly payments will continue to be withdrawn monthly via Pre-Authorized Debit administrated by the Lender. The Borrower and the Guarantors further authorize the Lender to withdraw any Fees payable and to become payable and any legal fees payable by the Borrower via the Pre-Authorized Debit administrated by the Lender.

By executing a copy of the agreement formed by this letter, you also confirm that you are bound by the terms of the Loan Agreement as modified herein and the amounts owing to the Lender in connection with the Loan are owing in full without set-off or deduction and all Security remains in full force and effect and continues to constitute a valid and binding obligation of the issuers thereof.

All other terms and conditions of the Loan Agreement and the Security remain in full force and effect, unamended (save only as contemplated by this letter) and time shall continue to be of the essence.

You confirm your agreement that if we choose to register evidence of this renewal on title to the Property and/or under the *Personal Property Security Act* (Ontario), you authorize our legal counsel to electronically sign and to register evidence of the same.

This offer is open for acceptance until 5:00 p.m. (EST) on the Acceptance Date, after which it shall be deemed to have been automatically withdrawn and the Lender shall be entitled to avail itself of all of its rights and remedies as contemplated by the Loan Agreement.

Yours very truly,

COSMAN MORTGAGE CAPITAL CORPORATION

Per: Jason Cosman

Name: Jason Cosman

Title: ASO

I have authority to bind the Corporation


(Acceptance follows on next page)

ACKNOWLEDGMENT

Jun 29, 2020


We hereby accept the above terms and conditions this _____ day of June, 2020

Larson Properties Partnership Corp.

By: 


Kevin Larson
President
I have authority to bind the Corporation

M Place Hospitality Corp.

By: 


Kevin Larson
President
I have authority to bind the Corporation

Larson Financial Solutions Inc.

By: 


Kevin Larson
President
I have authority to bind the Corporation

The Hub Stratford Inc.

By: 

Kevin Larson
President
I have authority to bind the Corporation

Witness:)
)
)
_____)
Name:)
)



Kevin Larson
in my personal capacity as Guarantor






Larson Extension Agreement

Final Audit Report

2020-06-29

Created:	2020-06-29
By:	Jason Cosman (jason@cosmanmortgage.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-CFZ23vOd-1C6vpGSrGgxt4scrTpB7kd

"Larson Extension Agreement" History

-  Document created by Jason Cosman (jason@cosmanmortgage.ca)
2020-06-29 - 3:04:13 PM GMT- IP address: 99.228.72.66
-  Document emailed to Kevin Larson (kevin.larson@larsonfinancial.ca) for signature
2020-06-29 - 3:04:54 PM GMT
-  Email viewed by Kevin Larson (kevin.larson@larsonfinancial.ca)
2020-06-29 - 3:05:38 PM GMT- IP address: 66.102.6.146
-  Document e-signed by Kevin Larson (kevin.larson@larsonfinancial.ca)
Signature Date: 2020-06-29 - 7:07:30 PM GMT - Time Source: server- IP address: 99.254.208.13
-  Signed document emailed to Jason Cosman (jason@cosmanmortgage.ca) and Kevin Larson (kevin.larson@larsonfinancial.ca)
2020-06-29 - 7:07:30 PM GMT

This is Exhibit “**D**” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like mark that starts with a small loop and ends with a short horizontal stroke.

A Commissioner for Taking Affidavits

COSMAN MORTGAGE CAPITAL CORPORATION

Suite 400 – 7050 Weston Road,
Woodbridge, ON L4L 8G7

February 22, 2021

Larson Properties Partnership Corp.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Larson Financial Solutions Inc.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

The Hub Stratford Inc.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

M Place Hospitality Corp.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Kevin Larson
c/o 10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Dear Sirs:

Re: Cosman Mortgage Capital Corporation (the “Lender”) \$2,400,000.00 first mortgage loan to Larson Properties Partnership Corp. (the “Borrower”) and guaranteed by Larson Financial Solutions Inc., The Hub Stratford Inc., M Place Hospitality Corp. and Kevin Larson (collectively, the “Guarantors”) and secured by a first Charge on the real property municipally known 27-33 Market Place, Stratford, ON (the “Market Property”) and a collateral second mortgage on 13 Residential Lots on Daly and Worsley Streets, Stratford, ON which includes without limiting the generality of the forgoing 40, 48, 50, 60, 66 and 72-74 Daly Avenue, Stratford ON, (the “Lots Property”, which together with the Market Property are referred to as the “Properties” and each a “Property”).

Reference is made to a commitment letter from the Lender to the Borrower dated April 16, 2019 and accepted by the Borrower and Guarantors April 16, 2019 as amended by an Extension Agreement dated June 29, 2020 (the “**Loan Agreement**”). All capitalized terms not otherwise defined in this letter shall have the meaning ascribed to such terms in the Loan Agreement.

As you are also aware, Events of Default have occurred and are continuing. In accordance with discussions with discussions you have had directly with the Lender, we confirm that our client is prepared, subject to the terms hereof, to forebear from enforcing the Security and Charges until

the earlier of July 1, 2021 (the “**Forbearance Deadline**” and the period until the Forbearance Deadline is sometimes referred to as the “**Forbearance Period**”) or the occurrence of a Forbearance Terminating Event, as defined below, on the following basis:

1. You shall pay to the Lender the amount of \$55,000.00 by certified cheque or bank draft made payable to the Lender and delivered to our office by 3 pm February 26, 2021. The first \$24,000.00 of such payment shall be paid to the Lender and applied as a forbearance fee and the balance of \$31,000.00 may be applied by the Lender to the renewal fees, administrative monitoring fees, legal fees and interest referenced below at the Lender’s discretion.
2. You agree, as a condition to the Lender’s forbearance as provided herein, to:
 - a. provide by February 26, 2021 evidence that all insurance delivered in connection with the Properties continues to be in full force and effect and in accordance with the requirements of the Commitment;
 - b. pay the Lender:
 - i. the amount of \$36,000 by March 18, 2021;
 - ii. the amount of \$80,500 by March 31, 2021; and
 - iii. the amount of \$200,000 by April 15, 2021;
 - c. provide by April 15, 2021 evidence that realty taxes are paid up to date on both Properties;
 - d. provide by June 30, 2021 evidence that the first mortgagee on the Lots Property in favour of Keith Samitt is in good standing;
 - e. make bi-monthly payments to the Lender of \$10,000.00 each on the first (1st) and fifteenth (15th) day of each month commencing March 15, 2021; and
 - f. otherwise comply with all of your obligations to the Lender set out herein, in the Commitment and the Security.

Payments to the Lender noted above may be applied to the renewal fees, administrative and monitoring fees, legal fees, interest at the Lender’s discretion and finally to principal once all of the forgoing have been paid.

3. By signing below, you acknowledge and agree that:
 - a. you have received the demand letters issued by Devry Smith Frank LLP and addressed to you including the notices pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*, and the notices pursuant to Section 63(4) of the *Personal Property Security Act*, R.S.O. 1990 (collectively, the “**Demands**”) dated December 21, 2020 and the Notices of Sale. You agree that the issuance of Demands and the Notice of Sale under Mortgage dated January 13, 2021 (collectively, the “**Notices of Sale**”) and you

further acknowledge and agree that the delivery of the Demands and Notices of Sale was proper in all respects and that they have not been withdrawn but remain in and will continue to remain in full force and effect. If a Forbearance Terminating Event, as defined below, occurs, the Lender shall be permitted to use and rely on the Demands and the Notices of Sale and shall not be required to issue a fresh demands for payment, notices pursuant to Section 63(4) of the *Personal Property Security* or Notices of Intention to Enforce Security, or Notices of Sale under Mortgage prior to enforcing its Security.

- b. your Indebtedness to the Lender as at January 13, 2021 owed by you in full as is as set out in the Notice of Sale.
- c. your Indebtedness to the Lender as at March 1, 2021 before the application of the payment of \$31,000.00 referred to in paragraph 1 above will be as follows:

Principal balance	\$2,400,000.00
Interest to March 1, 2021	90,000.00
Administrative fees – Demand letter (375.00 +HST)	423.75
Administrative fees – missed payments (6 x \$375.00 +HST)	2,541.50
Administrative fees – legal action (3 months interest)	60,000.00
Monitoring fee (16 months @ \$500.00/month plus 13% HST)	9,040.00
Legal fees incurred by Robins Appleby (\$26,876.96 less payment received of \$20,000.00)	6,876.96
Fee for issuing Notice of Sale under Mortgage \$500.00 +HST)	565.00
Legal Fees (including HST) (estimated)	21,500.00
Unpaid Renewal Fee	<u>16,500.00</u>
Total	\$2,607,447.21

You hereby waive any right to have any of the Indebtedness waived or the costs included therein assessed.

- d. You have no defences, counterclaims or rights of set off or reduction against the Indebtedness (or to enforcement of the Security) whatsoever and all such defences, counterclaims or set off rights are expressly waived.
- e. the monitoring fee of \$500 plus HST per month shall continue to accrue and shall be payable at the end of the Forbearance Period. You will also be responsible for any additional legal costs that have been incurred or will be incurred.
- f. none of the rights and remedies under the Commitment and/or the Security and none of the existing Events of Default are waived or shall be deemed to be waived by the agreement formed by this letter. However, the Lender will agree to take no further steps in enforcement of its rights and remedies under the Security during the Forbearance Period, provided no further Events of Default or a default of your obligations hereunder occurs. If a further Event of Default does occur or you breach your obligations hereunder, or if the Lender in its discretion believes its Security is in jeopardy (any such event being referred to herein as a “**Forbearance Terminating**”).

Event”) the full amount of the Indebtedness, which includes all fees, costs, interest and other amounts which may be owing to the Lender in accordance with the Commitment and Security, shall immediately become due and payable and the Lender may immediately and without further notice to you exercise any or all of its rights, including enforcing the Security.

- g. there is no right to renew or extend the Loan or Charges after the Forbearance Deadline.
5. All of the Indebtedness, which includes all fees, costs, interest and other amounts which may be owing to the Lender in accordance with the Commitment and Security will be paid in full by the Forbearance Deadline. At that time, any additional legal costs incurred or amounts not paid in accordance with the terms of this letter shall be paid in full. If the full amount of the Indebtedness is not paid by such date, the fee equal to three months’ interest on the principal amount owing under the Loan for your failure to repay the Loan on maturity, which fee is included in the calculation of the Indebtedness above, will be payable. Notwithstanding, the forgoing, provided that there has not been a further Event of Default or a default of your obligations hereunder and the Indebtedness is paid in full by the Forbearance Deadline, the Lender will waive the fee equal to three months’ interest for failure to pay on maturity.
6. The agreement formed by this letter may be executed in counterparts, which counterparts taken together shall evidence an agreement as of the date set out above and transmitted by facsimile, pdf in an email or other electronic means.

The above offer is open for acceptance until February 26, 2021 at 3 pm. We require you to acknowledge acceptance by signing this letter in the space indicated below, and returning it to our office along with the funds required in paragraph 1 and other documents and information required above, by that time.

Yours very truly,

COSMAN MORTGAGE CAPITAL CORPORATION

Per: Jason Cosman
Name: Jason Cosman
Title: ASO
I have authority to bind the Corporation


(Acceptance follows on next page)

ACKNOWLEDGMENT

Feb 22, 2021


We hereby accept the above terms and conditions this _____ day of February, 2021

Larson Properties Partnership Corp.

By: 


Kevin Larson
President
I have authority to bind the Corporation

M Place Hospitality Corp.

By: 


Kevin Larson
President
I have authority to bind the Corporation

Larson Financial Solutions Inc.

By: 


Kevin Larson
President
I have authority to bind the Corporation

The Hub Stratford Inc.

By: 

Kevin Larson
President
I have authority to bind the Corporation

Witness:)
)
)
_____)
Name:)
)



Kevin Larson
in my personal capacity as Guarantor






Larson Forbearance Offer

Final Audit Report

2021-02-22

Created:	2021-02-22
By:	Jason Cosman (jason@cosmanmortgage.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQVUurL1Olv2sQECscuZXPkkBEVNLQn9L

"Larson Forbearance Offer" History

-  Document created by Jason Cosman (jason@cosmanmortgage.ca)
2021-02-22 - 4:55:22 PM GMT- IP address: 174.95.174.229
-  Document emailed to Kevin Larson (kevin.larson@larsonfinancial.ca) for signature
2021-02-22 - 4:56:13 PM GMT
-  Email viewed by Kevin Larson (kevin.larson@larsonfinancial.ca)
2021-02-22 - 4:56:45 PM GMT- IP address: 66.102.6.45
-  Document e-signed by Kevin Larson (kevin.larson@larsonfinancial.ca)
Signature Date: 2021-02-22 - 4:57:08 PM GMT - Time Source: server- IP address: 99.254.209.15
-  Agreement completed.
2021-02-22 - 4:57:08 PM GMT

This is Exhibit “E” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like mark that starts with a horizontal line, curves upwards and to the right, then loops back down and to the left, ending in a small hook.

A Commissioner for Taking Affidavits

COSMAN MORTGAGE CAPITAL CORPORATION

Suite 400 – 7050 Weston Road,
Woodbridge, ON L4L 8G7

August 23, 2021

Larson Properties Partnership Corp.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Larson Financial Solutions Inc.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

The Hub Stratford Inc.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

M Place Hospitality Corp.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Kevin Larson
c/o 10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Dear Sirs:

Re: Cosman Mortgage Capital Corporation (the “Lender”) \$2,400,000.00 first mortgage loan to Larson Properties Partnership Corp. (the “Borrower”) and guaranteed by Larson Financial Solutions Inc., The Hub Stratford Inc., M Place Hospitality Corp. and Kevin Larson (collectively, the “Guarantors”) and secured by a first Charge on the real property municipally known 27-33 Market Place, Stratford, ON (the “Market Property”) and a collateral second mortgage on 13 Residential Lots on Daly and Worsley Streets, Stratford, ON which includes without limiting the generality of the forgoing 40, 48, 50, 60, 66 and 72-74 Daly Avenue, Stratford ON, (the “Lots Property”, which together with the Market Property are referred to as the “Properties” and each a “Property”).

Reference is made to a commitment letter from the Lender to the Borrower dated April 16, 2019 and accepted by the Borrower and Guarantors April 16, 2019 as amended by an Extension Agreement dated June 29, 2020 and forbearance letter agreement dated February 22, 2021 (together, the “**Loan Agreement**”). All capitalized terms not otherwise defined in this letter shall have the meaning ascribed to such terms in the Loan Agreement.

As you are also aware, Events of Default have occurred and are continuing. Without limitation, Events of Default include,

- a) that realty taxes are in arrears for both Properties;
- b) you are in default under the first mortgage over the Lots Property;
- c) there are construction liens registered on the Market Property and ongoing litigation with respect to the Market Property;
- d) you have failed to comply with the terms of the forbearance letter agreement dated February 22, 2021, including, without limitation, failed to pay the balance of the Indebtedness on July 1, 2021 as required in that letter agreement.

In accordance with our discussions, we confirm that we are prepared, subject to the terms hereof, to forebear from enforcing the Security and Charges until the earlier of July 1, 2022 (the “**Forbearance Deadline**” and the period until the Forbearance Deadline is sometimes referred to as the “**Forbearance Period**”) or the occurrence of a Forbearance Terminating Event, as defined below, on the following basis:

1. You shall pay to the Lender a forbearance fee amount of \$46,760.00 (the “**Forbearance Fee**”), which amount shall be added to the Indebtedness;
2. You will make bi-monthly payments to the Lender of \$15,000.00 each on the first (1st) and fifteenth (15th) day of each month commencing July 15, 2021 (we confirm receipt of \$15,000 on each of July 15, 2021, August 1, 2021 and August 15th, 2021). Payments will be applied firstly to interest accrued on the principal balance of the Loan and thereafter may be applied by the Lender to the Forbearance Fee, realty tax arrears, administrative monitoring fees, legal fees, principal or any other amounts as may be payable under the Indebtedness at the Lender’s discretion;
3. From and after the date of this letter noted above, the provision in the Loan Agreement entitled “Partial Discharges” shall be deleted in its entirety and replaced with the following:

“Provided that an Event of Default, as herein defined, has not occurred, if any of the 13 parcels of land comprising the Lots Property is sold (the “**Sold Lot**”), the Lender shall agree to provide a partial discharge of the Lots Charge over the Sold Lot, provided that (i) such discharge complies with the provisions of section 50 of the *Planning Act* (Ontario) (to be obtained at the Borrower’s cost) (ii) the gross sale proceeds of sale from such Sold Lot (such funds being referred to as the “**Sold Lot Proceeds**”) shall be an amount not less than the amount stipulated in Schedule “B” hereto across from the description of the applicable Sold Lot, and (iii) the net Sold Lot Proceeds after paying only such amount as is required by the holder of the Lots First Mortgage to discharge the Lots First Mortgage from the Sold Lot (such net amount being referred to herein as the “**Net Sold Lot Proceeds**”) are paid to the Lender.”

Payment to the Lender of any Net Sold Lot Proceeds are to be applied firstly to interest accrued on the principal balance of the Loan and thereafter may be applied by the Lender to the Forbearance Fee, realty tax arrears, administrative monitoring fees, legal fees, principal or any other amounts as may be payable under the Indebtedness at the Lender's discretion. The payment of the Net Sold Lot Proceeds shall be subject to a prepayment charge on the amount so paid equal to the lesser of (i) interest from the date of payment to the Forbearance Deadline and (ii) three (3) months' interest.

4. You agree, as a condition to the Lender's forbearance as provided herein:
 - a. to provide by August 30, 2021 evidence that all insurance delivered in connection with the Properties continues to be in full force and effect and in accordance with the requirements of the Loan Agreement;
 - b. to otherwise comply with all of your obligations to the Lender set out herein, in the Loan Agreement and the Security.

5. You acknowledge and agree that:
 - a. you continue to agree that the Demands and Notices of Sale (as defined in the forbearance letter agreement dated February 22, 2021) were proper in all respects and that they have not been withdrawn but remain in and will continue to remain in full force and effect and that if a Forbearance Terminating Event, as defined below, occurs, the Lender shall be permitted to use and rely on the Demands and the Notices of Sale and shall not be required to issue a fresh demands for payment, notices pursuant to Section 63(4) of the *Personal Property Security* or Notices of Intention to Enforce Security, or Notices of Sale under Mortgages prior to enforcing its Security.
 - b. your Indebtedness to the Lender as at August 15, 2021 after the application of the payment made on August 16th is as follows:

Principal balance	\$2,338,000.00
Legal fees incurred by Robins Appleby to February 22, 2021 (\$26,876.96 less payment received of \$20,000.00)	\$6,876.96
Legal Fees (including HST) (estimated)	\$5,500.00
Credit for amount held in Trust	<u>(944.74)</u>
Total	\$2,349,432.22

The foregoing amount for Robins Appleby's fees is current only to February 22, 2021. Any costs incurred thereafter are also due and payable and form part of the Indebtedness. You hereby waive any right to have any of the Indebtedness waived or the costs included therein assessed.

- c. You have no defences, counterclaims or rights of set off or reduction against the Indebtedness (or to enforcement of the Security) whatsoever and all such defences, counterclaims or set off rights are expressly waived.

- d. the monitoring fee of \$500 plus HST per month shall continue to accrue and be payable. You will also be responsible for any additional legal costs that have been incurred or will be incurred.
 - e. none of the rights and remedies under the Loan Agreement and/or the Security and none of the existing Events of Default are waived or shall be deemed to be waived by the agreement formed by this letter. However, the Lender will agree to take no further steps in enforcement of its rights and remedies under the Security during the Forbearance Period, provided no further Events of Default or a default of your obligations hereunder occurs. If a further Event of Default does occur or you breach your obligations hereunder, or if the Lender in its discretion believes its Security is in jeopardy (any such event being referred to herein as a “**Forbearance Terminating Event**”) the full amount of the Indebtedness, which includes all fees, costs, interest and other amounts which may be owing to the Lender in accordance with the Loan Agreement and Security, shall immediately become due and payable and the Lender may immediately and without further notice to you exercise any or all of its rights, including enforcing the Security.
 - f. there is no right to renew or extend the Loan or Charges after the Forbearance Deadline.
6. All of the Indebtedness, which includes all fees, costs, interest and other amounts which may be owing to the Lender in accordance with the Loan Agreement, as amended hereby, and Security will be paid in full by the Forbearance Deadline. At that time, any additional legal costs incurred or amounts not paid in accordance with the terms of this letter shall be paid in full. If the full amount of the Indebtedness is not paid by such date, the fee equal to three months’ interest on the principal amount owing under the Loan for your failure to repay the Loan on maturity will be payable.
7. The agreement formed by this letter is supplemental to and shall be read with and be deemed to be part of the Loan Agreement and the Security, which shall be deemed to be amended *mutatis mutandis* as herein provided. Any reference to the Loan Agreement or the Security in any agreements or documents entered into in connection with the Loan Agreement or the Security shall mean the Loan Agreement and the Security as amended hereby and all such agreements and documents are also hereby amended *pro tanto* to give effect to the agreement formed by this letter. All the terms and conditions of the Loan Agreement and the Security, except insofar as the same are amended by the express provisions of the agreement formed by this letter, are confirmed and ratified in all respects, shall survive and shall not merge with or be extinguished by the execution and delivery of the agreement formed by this letter and shall hereafter continue in full force and effect, as amended.
8. The agreement formed by this letter may be executed in counterparts, which counterparts taken together shall evidence an agreement as of the date set out above and transmitted by facsimile, pdf in an email or other electronic means.

The above offer is open for acceptance until August 19, 2021 at 3 pm. We require you to acknowledge acceptance by signing this letter in the space indicated below, and returning it to our office along with the funds required in paragraph 1 and other documents and information required above, by that time.

Yours very truly,

COSMAN MORTGAGE CAPITAL CORPORATION

Per: Jason Cosman

Name: Jason Cosman

Title: ASO

I have authority to bind the Corporation


(Acceptance follows on next page)

ACKNOWLEDGMENT

Aug 24, 2021


We hereby accept the above terms and conditions this _____ day of August, 2021

Larson Properties Partnership Corp.

By: 


Kevin Larson
President
I have authority to bind the Corporation

M Place Hospitality Corp.

By: 


Kevin Larson
President
I have authority to bind the Corporation

Larson Financial Solutions Inc.

By: 


Kevin Larson
President
I have authority to bind the Corporation

The Hub Stratford Inc.

By: 

Kevin Larson
President
I have authority to bind the Corporation

Witness:)
)
)
_____)
Name:)
)



Kevin Larson
in my personal capacity as Guarantor

Larson Extension offer August 23 2021

Final Audit Report

2021-08-24

Created:	2021-08-23
By:	Jason Cosman (jason@cosmanmortgage.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAALNLw0hbYc5wapVZnUxAjiagCPA00scZa

"Larson Extension offer August 23 2021" History

-  Document created by Jason Cosman (jason@cosmanmortgage.ca)
2021-08-23 - 7:22:07 PM GMT- IP address: 184.148.98.121
-  Document emailed to Kevin Larson (kevin.larson@larsonfinancial.ca) for signature
2021-08-23 - 7:23:07 PM GMT
-  Email viewed by Kevin Larson (kevin.larson@larsonfinancial.ca)
2021-08-23 - 7:33:39 PM GMT- IP address: 64.233.172.96
-  Document e-signed by Kevin Larson (kevin.larson@larsonfinancial.ca)
Signature Date: 2021-08-24 - 3:29:46 PM GMT - Time Source: server- IP address: 99.254.208.110
-  Agreement completed.
2021-08-24 - 3:29:46 PM GMT

This is Exhibit “**F**” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like mark that starts with a horizontal line, curves upwards and then downwards, ending in a small hook.

A Commissioner for Taking Affidavits

COSMAN MORTGAGE CAPITAL CORPORATION

Suite 400 – 7050 Weston Road,
Woodbridge, ON L4L 8G7

July 3rd, 2022

Larson Properties Partnership Corp.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Larson Financial Solutions Inc.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

The Hub Stratford Inc.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

M Place Hospitality Corp.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Kevin Larson
c/o 10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Dear Sirs:

Re: Cosman Mortgage Capital Corporation (the “Lender”) \$2,400,000.00 first mortgage loan to Larson Properties Partnership Corp. (the “Borrower”) and guaranteed by Larson Financial Solutions Inc., The Hub Stratford Inc., M Place Hospitality Corp. and Kevin Larson (collectively, the “Guarantors”) and secured by a first Charge on the real property municipally known 27-33 Market Place, Stratford, ON (the “Market Property”).

Reference is made to a commitment letter from the Lender to the Borrower dated April 16, 2019 and accepted by the Borrower and Guarantors April 16, 2019 as amended by an Extension Agreement dated June 29, 2020 and forbearance letter agreement dated February 22, 2021 and a forbearance letter agreement dated August 12th, 2021 (together, the “**Loan Agreement**”). All capitalized terms not otherwise defined in this letter shall have the meaning ascribed to such terms in the Loan Agreement.

The Loan matured on July 1, 2022 (the “**Maturity Date**”) and, subject to the terms hereof, will have a principal balance outstanding as of that date of \$1,938,000.00. In accordance with our discussions, we confirm that we are prepared, subject to the terms hereof, to extend the term of the mortgage until July 1, 2023 (the “**New Maturity Date**”) subject to the following terms and conditions:

1. Evidence to be provided by no later than August 13th, 2021 (the "**Acceptance Date**") that the realty taxes on the Property have been paid in full and are otherwise up to date. In that regard, please provide us with an up to date realty tax statement in respect of the Property issued by the municipality.
2. Evidence to be provided by no later than the Acceptance Date that all insurance delivered in connection with the Security continues to be in full force and effect. Please provide us with a certificate in respect of the Property with confirmation that the Lender is listed as mortgagee and loss payee from your insurance company in that regard;
3. A copy of the latest financial statements of the Borrower.
4. No further Event of Default occurs between the date of this letter and the Acceptance Date;
5. An extension fee in the amount of \$38,760 (the "**Extension Fee**") shall be deemed to have been earned by the Lender upon acceptance of this letter agreement by the Borrowers. CIMCCC is hereby authorized to directly debit the Bank Account in respect of the Renewal Fee in the amount and date as follows:

<u>Date:</u>	<u>Amount:</u>
August 1 st , 2022	\$38,760

(Or such other agreement the Lender shall make with the Borrower in writing)

6. You will continue to make bi-monthly payments to the Lender in respect to the monthly interest payment on each on the first (1st) and fifteenth (16th) day of each month; This letter confirms that you continue to authorize the Lender to debit the Bank Account via pre-authorized debit.

With respect to municipal taxes, school taxes and local improvement rates chargeable against the Property (hereinafter referred to as "**taxes**");

- (a) The Borrower will make tax payments to the Lender (the "**tax payments**") on account of the taxes payable on the Property so that the Lender may pay the taxes when they become due. The tax payments will be made on the same dates that the Borrower's regular Loan payments are to be paid to the Lender and may be withdrawn via the Pre-Authorized Debit administrated by the Lender.
- (b) The tax payment will consist of the estimated annual taxes divided by the number of regular monthly Loan payments the Borrower is required to make annually. The Lender may change the amount of the tax payments the Borrower makes and the frequency of the tax payment from time to time to reflect changes in the annual taxes on the Property or to reflect an amount that exceeds the Lender's estimate of the Borrower's taxes.
- (c) The tax payments should enable the Lender to pay all taxes on or before the due date for the taxes. If the taxes are payable in installments, the tax payments should enable the Lender to pay each and every installment of taxes on or before the date on which the final installment is due.
- (d) The Borrower will send the Lender immediately upon their receipt, all assessment notices, tax bills or tax notices which the Borrower receives.

- (e) the Lender may estimate the taxes for the year. The Lender may revise the estimate from time to time. The Borrower will pay to the Lender on demand any amount by which the actual taxes exceed the Lender's estimate of the taxes or exceed the amount the Lender has accumulated to pay the taxes and failure to do so may result in additional charges, fees or penalties from the taxing authority. At its option, the Lender may increase the tax payments to cover this amount. The Borrower will be responsible for any additional charges, fees or penalties from the taxing authority.
- (f) the Lender will pay the Borrower's taxes from the tax payments the Lender receives from the Borrower as long as no Event of Default has occurred. The Lender is not obliged to make tax payments on the due dates or more often than once a year. If the Borrower has not paid the Lender enough for taxes, the Lender may still pay the taxes. This will create a debit balance in the Borrower's tax account. Any debit balance is immediately payable by the Borrower. Until paid, any debit balance will be added to the Loan and will be a charge against the Property. The Lender is under no obligation to advise the Borrower that a debit balance has been created. the Lender will charge the Borrower interest on the debit balance in the Borrower's tax account at the interest rate provided for in the Loan Agreement until the debit balance is paid to the Lender in full.
- (g) the Lender need not pay the Borrower interest on any credit balance in the Borrower's tax account.
- (h) the Lender may apply the money in the Borrower's tax account towards payment of any amount the Borrower to the Lender that the Borrower fails to pay when it is due.
- (i) the Lender may agree not to require the Borrower to make tax payments through the Lender. If this is the case, the Borrower agrees to pay all taxes directly to the taxing authority when due and to provide the Lender with a copy of a receipt or other acceptable evidence of payment within thirty (30) days after the due date. the Lender may also verify payment of property taxes directly with the taxing authority. Despite the Lender's agreeing not to require the Borrower to make property tax payments through the Lender, the Lender can, on notice, at any time, require the Borrower to make tax payments to the Lender in accordance with this letter agreement on account of the taxes payable so that the Lender may pay the taxes when they become due. The Borrower agrees to execute all necessary documents required by the Lender.
- (j) Whether the taxes are paid through the Lender or by the Borrower, the Borrower will immediately pay the Lender's costs related to and with respect to taxes, including without limitation collecting money for and paying the taxes, amounts charged by the taxing authority for providing information about the taxes, for sending the Lender the Property tax invoices or for accepting property tax payments from the Lender on the Borrower's behalf. The Borrower will pay such costs immediately. Until paid, such costs will be added to the Loan and interest will be charged at the interest rate provided for in the Loan Agreement until they are repaid.

For greater certainty, the term "**Indebtedness**" means all of your Indebtedness, liabilities and obligations owing to the Lender including, without limitation, the principal balance of the Loan together with any other amount which you may owe to the Lender from time to time.

By executing a copy of this letter, you also confirm that all amounts owing to the Lender in connection with the Loan are owing in full and all Security remains in full force and effect and continues to constitute a valid and binding obligation of the issuer thereof.

All other terms and conditions of the Commitment and the Security remain in full force and effect, unamended (save only as contemplated by this letter) and time shall continue to be of the essence.

You confirm your agreement that if we choose to register evidence this renewal on title to the Property and/or under the *Personal Property Security Act* (Ontario), you authorize our legal counsel to electronically sign and to register evidence of the same.

This offer is open for acceptance until 5:00 p.m. (EST) on the Acceptance Date after which it shall be deemed to have been automatically withdrawn and the Lender shall be entitled to avail itself of all of its rights and remedies as contemplated by the Commitment.

Yours very truly,

COSMAN MORTGAGE CAPITAL CORPORATION

Per: Jason Cosman
Name: Jason Cosman
Title: ASO
I have authority to bind the Corporation

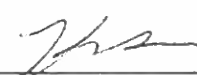
(Acceptance follows on next page)

ACKNOWLEDGMENT


July 4/2022 (KL)

We hereby accept the above terms and conditions this _____ day of August, 2021


Larson Properties Partnership Corp.

By: 
Kevin Larson
President
I have authority to bind the Corporation


M Place Hospitality Corp.

By: 
Kevin Larson
President
I have authority to bind the Corporation


Larson Financial Solutions Inc.

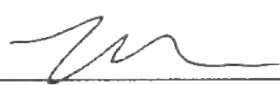
By: 
Kevin Larson
President
I have authority to bind the Corporation

The Hub Stratford Inc.

By: 
Kevin Larson
President
I have authority to bind the Corporation

Witness:


Name: Jason Belink

)
)
)
)
)

Kevin Larson
in my personal capacity as Guarantor

This is Exhibit “G” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like mark that starts with a long horizontal stroke, loops back under, and ends with a small hook.

A Commissioner for Taking Affidavits

COSMAN MORTGAGE CAPITAL CORPORATION

c/o 95 Barber Greene Road, Suite 100,
Toronto, Ontario, Canada M3C 3E9

May 2, 2023

Larson Properties Partnership Corp.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Larson Financial Solutions Inc.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

The Hub Stratford Inc.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

M Place Hospitality Corp.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Kevin Larson
c/o 10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Dear Sirs:

Re: Cosman Mortgage Capital Corporation (the “Lender”) \$2,400,000.00 first mortgage loan to Larson Properties Partnership Corp. (the “Borrower”) and guaranteed by Larson Financial Solutions Inc., The Hub Stratford Inc., M Place Hospitality Corp. and Kevin Larson (collectively, the “Guarantors”) and secured by a first charge (the “Charge”) on the real property municipally known 27-33 Market Place, Stratford, ON (the “Market Property”)

Reference is made to a commitment letter from the Lender to the Borrower dated April 16, 2019 and accepted by the Borrower and Guarantors April 16, 2019 as amended by an Extension Agreement dated June 29, 2020, a forbearance letter agreement dated February 22, 2021, a forbearance letter agreement dated August 12, 2021, and an Extension Agreement dated February 22, 2022 (the “**Loan Agreement**”). All capitalized terms not otherwise defined in this letter shall have the meaning ascribed to such terms in the Loan Agreement.

As you are also aware, Events of Default have occurred and are continuing. Without limitation, Events of Default include,

- a) that realty taxes are in arrears for the Market Property;
- b) you have failed to pay the insurance premiums for the Market Property such that the insurance coverage on the Market Property has been cancelled;
- c) you are in arrears of payment under the Loan;

In accordance with our discussions, we require that you confirm and agree by signing below as follows:

1. The Lender is authorized, requested and directed to pay to Western Coast Insurance Services (“**Western Coast**”) the amount of \$46,135.01 (the “**Insurance Premiums**”), being the amount required by Western Coast to obtain insurance coverage over the Market Property:
2. If the Lender receives any proceeds of insurance related to any loss at or to the Market Property, the Lender is authorized, requested and directed to apply such insurance proceeds firstly towards that part of the Indebtedness comprised of the Insurance Premiums.
3. That:
 - a. the demand letter dated April 20, 2023 issued by the Lender’s lawyers to you, the accompanying Notices of Intention to Enforce Security, and Notices of Sale were proper in all respects, correctly set out your Indebtedness as at the date indicated therein, and that they have not been withdrawn and remain in full force and effect.
 - b. You have no defences, counterclaims or rights of set off or reduction against the Indebtedness (or to enforcement of the Security) whatsoever and all such defences, counterclaims or set off rights are expressly waived.
4. The Insurance Premiums paid by the Lender is a protective disbursement paid by the Lender to protect its security for the Loan and other Indebtedness, shall be repaid to the Lender by the Borrower and Guarantors, shall form part of the Indebtedness as defined in the Loan Agreement, are secured by the Security as defined in the Loan Agreement, and shall accrue interest at the same rate as the Loan.
5. The agreement formed by this letter is made for the exchange of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.
6. The agreement formed by this letter is supplemental to and shall be read with and be deemed to be part of the Loan Agreement and the Security, which shall be deemed to be amended *mutatis mutandis* as herein provided. Any reference to the Loan Agreement or the Security in any agreements or documents entered into in connection with the Loan Agreement or the Security shall mean the Loan Agreement and the Security as amended hereby and all such agreements and documents are also hereby amended *pro tanto* to give effect to the agreement formed by this letter. All the terms and conditions of the Loan Agreement and the Security, except insofar as the same are amended by the express

provisions of the agreement formed by this letter, are confirmed and ratified in all respects, shall survive and shall not merge with or be extinguished by the execution and delivery of the agreement formed by this letter and shall hereafter continue in full force and effect, as amended.

7. The agreement formed by this letter may be executed in counterparts, which counterparts taken together shall evidence an agreement as of the date set out above and transmitted by facsimile, pdf in an email or other electronic means.

We require you to acknowledge acceptance by signing this letter in the space indicated below, and returning it to us by May 5, 2023.

Yours very truly,

COSMAN MORTGAGE CAPITAL CORPORATION

Per: Jason Cosman

Name: Jason Cosman

Title: ASO

I have authority to bind the Corporation

(Acceptance follows on next page)

ACKNOWLEDGMENT

We hereby accept the above terms and conditions this _____ day of May, 2023

Larson Properties Partnership Corp.

By: Kevin Larson
Kevin Larson
President
I have authority to bind the Corporation

M Place Hospitality Corp.

By: Kevin Larson
Kevin Larson
President
I have authority to bind the Corporation

Larson Financial Solutions Inc.

By: Kevin Larson
Kevin Larson
President
I have authority to bind the Corporation

The Hub Stratford Inc.

By: Kevin Larson
Kevin Larson
President
I have authority to bind the Corporation

Witness:)
Jason Gelink)
_____)
Name:)
)

Kevin Larson
_____)
Kevin Larson
in my personal capacity as Guarantor

Signature: Jason Gelink
Jason Gelink (May 2, 2023 10:35 EDT)
Email: jason@big3equity.ca








Cosman - Insurance Advance

Final Audit Report

2023-05-02

Created:	2023-05-02
By:	Kevin Larson (larson@thehubstratford.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAW5xA66hmku4gDGEkD31sR1eH0ScWJXO7

"Cosman - Insurance Advance" History

-  Document created by Kevin Larson (larson@thehubstratford.com)
2023-05-02 - 2:23:09 PM GMT- IP address: 99.254.208.110
-  Document emailed to Jason Gelink - Big3Equity Partners (jason@big3equity.ca) for signature
2023-05-02 - 2:23:39 PM GMT
-  Email sent to Kevin Larson (larson@thehubstratford.com) bounced and could not be delivered
2023-05-02 - 2:23:50 PM GMT
-  Email viewed by Jason Gelink - Big3Equity Partners (jason@big3equity.ca)
2023-05-02 - 2:33:28 PM GMT- IP address: 74.125.215.12
-  Signer Jason Gelink - Big3Equity Partners (jason@big3equity.ca) entered name at signing as Jason Gelink
2023-05-02 - 2:35:02 PM GMT- IP address: 99.254.208.110
-  Document e-signed by Jason Gelink (jason@big3equity.ca)
Signature Date: 2023-05-02 - 2:35:04 PM GMT - Time Source: server- IP address: 99.254.208.110
-  Agreement completed.
2023-05-02 - 2:35:04 PM GMT

This is Exhibit “**H**” referred to in the

Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive letter 'J' or 'C' with a loop at the end.

A Commissioner for Taking Affidavits

Properties

PIN 53117 - 0084 LT *Interest/Estate* Fee Simple
Description LT 11 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 10 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 12 PL 87 STRATFORD AS AMENDED BY PL 88 AS IN R252604; S/T & T/W INTEREST IN R252604; EXCEPT RIGHT THEREIN; CITY OF STRATFORD
Address 31 MARKET PLACE
 STRATFORD

PIN 53117 - 0085 LT *Interest/Estate* Fee Simple
Description PT LT 9 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 10 PL 87 STRATFORD AS AMENDED BY PL 88 AS IN R336998; S/T & T/W INTEREST IN R336998; S/T R336998 ; STRATFORD
Address 33 MARKET PLACE
 STRATFORD

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name LARSON PROPERTIES PARTNERSHIP CORP.
Address for Service 25 Market Place, Stratford, Ontario, N5A
 1A4

I, Kevin Larson, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Chargee(s) *Capacity* *Share*

Name COSMAN MORTGAGE CAPITAL CORPORATION
Address for Service Unit 210 - 2985 Drew Rd, Mississauga, Ontario, L4T 0A7

Provisions

Principal \$2,400,000.00 *Currency* CDN
Calculation Period
Balance Due Date On Demand
Interest Rate 10% per annum
Payments
Interest Adjustment Date
Payment Date On Demand
First Payment Date
Last Payment Date
Standard Charge Terms 200033
Insurance Amount Full insurable value
Guarantor Larson Financial Solutions Inc., The Hub Stratford Inc., M Place Hospitality Corp. and Kevin Larson

Additional Provisions

See Schedules

Signed By

Denitta Norin Antony 100-95 Barber Greene Rd. acting for Signed 2019 06 14
 Toronto Chargor(s)
 M3C 3E9

Tel 416-449-1400
 Fax 416-449-7071

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

Submitted By

DEVRY, SMITH & FRANK 100-95 Barber Greene Rd. 2019 06 14
Toronto
M3C 3E9
Tel 416-449-1400
Fax 416-449-7071

Fees/Taxes/Payment

Statutory Registration Fee \$64.40
Total Paid \$64.40

File Number

Chargee Client File Number : DSF FILE #: COSMMO39

ADDITIONAL CHARGE PROVISIONS

The following additional provisions shall be incorporated in the electronic Charge form to which this schedule is annexed (the “Charge”) between **Larson Properties Partnership Corp.** (the “Chargor”) and **Cosman Mortgage Capital Corporation** (the “Chargee”)

1. PROMISE TO PAY. The Chargor, for value received, hereby acknowledges itself indebted and promises to pay to the Chargee, on demand, all amounts now or hereafter owing by the Chargor to the Chargee up to the maximum principal amount of TWO MILLION FOUR HUNDRED THOUSAND DOLLARS (\$2,400,000.00) in lawful money of Canada, and to pay interest thereon at the rate of interest prescribed in the Commitment (as hereinafter defined) in like money at the same place and to pay interest on overdue interest at the said rate.

2. COLLATERAL SECURITY. This Charge is given by the Chargor to the Chargee as security for the payment and performance of all indebtedness, obligations and liabilities of the Chargor to the Chargee, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed at any time owing by the Chargor to the Chargee or remaining unpaid or performed by the Chargor to the Chargee, whether incurred prior to, at the time of, or subsequent to the execution hereof, and whether otherwise secured or not and whether arising from agreement or dealings between the Chargor and the Chargee and whether incurred by the Chargor on its own behalf or on behalf of others and any unpaid balance thereof, including, without limitation, pursuant to:

2.1. a commitment letter between the Chargor and the Chargee made as of April 16, 2019 (the “**Commitment**”) as such Commitment may be amended, modified, supplemented or replaced from time to time; and

2.2. This Charge.

(collectively the “**Secured Obligations**”).

Notwithstanding any other provision contained herein, the Chargor’s liability hereunder shall be limited to the amount of the Secured Obligations.

3. INTERPRETATION. In this Charge:

3.1. the term “**Charge**” means the Charge to which this schedule is attached, the set of Standard Charge Terms filed as Number 200033 and this schedule, as the same may be amended, modified, supplemented, extended or replaced from time to time;

3.2. the term “**Lands**” or “**lands**” or “**the said lands**” as used herein, and the term “**land**” as used in the set of Standard Charge Terms filed as Number 200033, shall mean the fee simple estate of the Chargor in the lands described in the Charge to which this schedule is attached, and shall include all tenements, hereditaments, appurtenances, buildings and structures now or hereafter erected thereon, and all easements and rights of way now or hereafter appurtenant thereto and any interest therein enjoyed by the Chargor;

3.3. the term “**Person**” means an individual, a partnership, a corporation, a government or any department or agency thereof, a trustee, any unincorporated organization and the heirs, executors, administrators or other legal representatives of an individual, and words importing “Person” have similar meanings; and

3.4. all headings inserted herein are for convenience of reference only and shall not limit or extend the meaning of the terms and provisions hereof.

4. PAYMENT CURRENCY. Unless otherwise expressly provided, the Chargor shall make all payments pursuant hereto in Canadian dollars.

5. DEFAULT. The Chargee may declare the Secured Obligations to be immediately due and payable on an occurrence of a default under the Commitment and all rights and remedies hereunder, in law, in equity or otherwise of the Chargee shall thereupon become enforceable by the Chargee. The Chargee may, by notice to the Chargor, waive any default of the Chargor on such terms and conditions as the Chargee may determine, but no such waiver shall be taken to affect any subsequent default or the rights resulting therefrom.

6. RIGHTS AND REMEDIES. Upon the rights and remedies of the Chargee hereunder becoming enforceable:

6.1. To the extent permitted by law, the Chargee may immediately take possession of the Lands and may, either before or after any entry, and either before or after giving any notice, immediately lease the Lands or any part thereof and/or sell or otherwise dispose of the Lands or any part thereof either as a whole or in separate parcels at public auction or by tender or by private sale at such time or times as the Chargee may determine, and may make such sale, either for cash or credit or part cash and part credit, and with or without advertisement, and with or without a reserve bid, as the Chargee may deem proper, and the Chargee may also rescind or vary any contract of sale that may have been entered into and resell with or under any of the powers conferred hereunder and adjourn any such sale from time to time and may execute and deliver to the purchaser or purchasers of the said Lands or any part thereof good and sufficient deed or deeds for the same, the Chargee being hereby constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deeds, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Chargor and all other persons claiming any interest in the Lands or any part thereof by, from, through or under the Chargor. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by any express notice that any sale or lease is improper and to the extent permitted by law no want of notice or publication shall invalidate any sale or lease hereunder; and/or

6.2. The Chargee may borrow money on the security of the Lands in priority to the security constituted by the Charge for the purpose of maintaining, preserving or protecting the Lands or any part thereof or carrying on all or any part of the business of the Chargor relating to the said land; and/or

6.3. Upon the Chargor receiving notice from the Chargee of the taking of possession of the

Lands or the appointment of a receiver, all the powers, functions, rights and privileges of each of the directors and officers of the Chargor with respect to the said Lands shall, to the extent permitted by law, cease, unless specifically continued by the written consent of the Chargee; however, all other powers, functions, rights and privileges of such directors shall be unaffected by such events; and/or

- 6.4. For greater certainty, the parties hereto agree that in addition to, and not in substitution for, all the rights and remedies of the Chargee at law or contained herein, the Chargee may, upon the rights and remedies of the Chargee hereunder becoming enforceable, subject to the rights of prior encumbrancers, mortgagees and chargees of the said Lands: (i) foreclose all the right, title and interest in the equity of redemption of the Chargor to and in the said Lands; (ii) immediately enter into and take possession of the said Lands free from all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever; and/or
- 6.5. The Chargee or any agent or representative thereof may become purchaser at any sale of any of the Lands whether made under the power of sale herein contained or pursuant to foreclosure or other judicial proceedings; and/or
- 6.6. The Chargor expressly agrees that the rights and remedies of the Chargee hereunder are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by the Chargee of any right or remedy for a default or breach of any term, covenant or condition in this Charge does not waive, alter, affect or prejudice any other right or remedy to which the Chargee may be lawfully entitled for the same default or breach. Any waiver by the Chargee of the strict observance, performance or compliance with any term, covenant or condition of this Charge is not a waiver of any subsequent default and any indulgence by the Chargee with respect to any failure to strictly observe, perform or comply with any term, covenant or condition of this Charge is not a waiver of the entire term, covenant or condition or any subsequent default. No delay or omission of the Chargee to exercise any remedy or right hereunder or at law, in equity or otherwise, shall impair any such remedy or shall be construed to be a waiver of any default hereunder or acquiescence therein.

7. MORTGAGE NOT TO BE VOID. In addition to, and not in substitution for, any other provision of this Charge and notwithstanding Subsection 6(2) of the *Land Registration Reform Act* (Ontario), the parties hereto agree that this Charge shall not be void unless the Chargor shall pay or cause to be paid to the Chargee the Secured Obligations and shall otherwise observe and perform the terms hereof and unless all credit facilities granted in connection with the Secured Obligations shall have been cancelled and terminated.

8. OTHER SECURITY/PAYMENTS RECEIVED. This security is in addition to and not in substitution for any other security now or hereafter held by the Chargee in respect of the Secured Obligations. No rights or remedies of the Chargee pursuant to this Charge and such other security shall be exclusive or dependent upon any other, and the Chargee may from time to time exercise any one or more of such rights or remedies independently or in combination, such remedies being cumulative and not in the alternative.

9. NON-MERGER. Neither the taking of any judgment or the obtaining of any order nor the exercise of any power of seizure or sale shall operate to extinguish the liability of the Chargor to pay the Secured Obligations, nor shall the same operate as a merger of any covenant herein contained or contained in the Commitment or affect the right of the Chargee to interest at the rate herein specified, nor shall the acceptance of any payment or other security constitute or create any novation, and it is further agreed that the taking of a judgment under any covenant herein contained shall not operate as a merger of such covenant or affect the Chargee's right to interest as herein provided.

10. PERSONS DEALING WITH THE CHARGEES OR THE RECEIVER. No person dealing with the Chargee or the receiver or receivers appointed by it or their agents shall be concerned to enquire whether the security constituted hereby has become enforceable or whether the powers which the Chargee or the receiver or receivers appointed by it are purporting to exercise have become exercisable, or whether any monies or obligations remain due under the security hereof, or as to the necessity or expediency of stipulations and conditions subject to which any sale, lease, subletting or any disposition shall be made, or otherwise as to the propriety or regularity of any sale, lease, subletting or disposition, or of any other dealing by the Chargee or its receiver or receivers, with the lands hereby charged or any part thereof, or to see to the application of any monies paid to the Chargee or to its receiver or receivers appointed by it.

11. RESTRICTIVE COVENANTS. The Chargor hereby covenants and agrees with the Chargee that the Chargor shall not enter into or grant, create, assume or suffer to exist any mortgage, charge, assignment, pledge, lien or other security interest or encumbrance of whatever kind or nature, regardless of form and whether consensual or arising by law (statutory or otherwise) that secures the payment of any indebtedness or liability or the observance or performance of any obligations (including any agreement to give any of the foregoing) affecting the land subject to this Charge except as otherwise permitted in accordance with the terms of the Commitment.

12. GENERAL

12.1. The Secured Obligations shall be paid and shall be assignable free from any right of set-off or counterclaim or equities between the Chargor and the Chargee.

12.2. If for any reason whatsoever any term, covenant or condition of this Charge, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition (i) is deemed to be independent of the remainder of this Charge and to be severable and divisible therefrom and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of this Charge or any part thereof; and (ii) continues to be applicable to and enforceable to the fullest extent permitted by law against any Person and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.

12.3. This Charge and all its provisions shall enure to the benefit of the Chargee and its

successors and assigns and shall be binding upon the Chargor and its successors and assigns.

- 12.4. This Charge shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada.
- 12.5. In the event of any conflict or inconsistency between the provisions of this Schedule and those contained in the Standard Charge Terms filed as No. 200033, the relevant provisions of this Schedule shall prevail and be paramount. In the event of any conflict or inconsistency between the provisions of this Charge and the provisions of the Commitment, the provisions of the Commitment shall prevail and be paramount. If any covenant or event of default contained in this Charge is in conflict with or is inconsistent with a provision of the Commitment relating to the same specific matter, such covenant or event of default shall be deemed to be amended to the extent necessary to ensure that it is not in conflict with or inconsistent with the provision of the Commitment relating to the same specific matter.
- 12.6. The Chargor will insure and keep insured the Lands in an amount not less than the full 100% "Replacement Cost" thereof. Each policy of insurance shall be signed by the Insurer or Insurers and the policy shall contain a clause showing loss payable to the Chargee as its interest may appear.

13. ADMINISTRATION FEES

- 13.1. An administration fee of \$375.00 is immediately payable to the Chargee upon each occurrence of the following:
 - (a) the receipt by the Chargee of a notice of insurance arrears, insurance payment or other non-compliance with insurance coverage from the Chargor's insurance provider; and
 - (b) the receipt by the Chargee of a notice of realty tax arrears, realty tax payment or other non-compliance with realty tax payment.
- 13.2. For each month (or part thereof) during which Borrowers are not in compliance with the Borrower's insurance requirement in respect of the Loan, an insurance maintenance fee of \$500.00 to compensate the Lender for its costs associated with a Lender's Risk Insurance Policy.
- 13.3. An administration fee of \$375.00 in each case is immediately payable to the Chargee upon each occurrence of the following:
 - (a) a missed or late payment; and
 - (b) a dishonoured cheque or any returned payment.

- 13.4. An administration fee of \$175.00 is immediately due and payable to the Chargee upon each occurrence of the following:
 - (a) the failure to provide evidence to the Chargee of payments on all amounts that may rank in priority to the Charge within 14 days of such payment becoming due; and
 - (b) the failure to provide evidence to the Chargee of payment of all property taxes and other municipal levies against the Lands within 14 days of such payment becoming due.
- 13.5. In the event that the Chargee makes any payment in order to protect its security position, including but not limited to payment of realty taxes or insurance premiums, it is agreed that such payment shall bear interest at the rate set forth in this Charge and such payment together with interest at such rate shall be added to the amount due under this Charge and secured hereunder with the sum of \$500.00 as a servicing fee.
- 13.6. At any time when the Charge is in default, the Chargee may, acting reasonably, by itself or by its agent view the Lands; an inspection fee of \$375.00 is immediately payable to the Chargee for each such inspection.
- 13.7. For each legal action or default proceeding commenced (in addition to all legal fees and disbursements incurred by the Chargee), or responded to, the Chargor shall pay to the Chargee fee equivalent to three months' interest on the principal balance of the Charge as a servicing fee as a liquidated amount to cover the Chargee's administrative costs with respect to the same. The aforementioned fee shall become part of the principal secured and shall bear interest at the rate set forth in this Charge.
- 13.8. For any payment by the Lender made in order for the Lender to protect its Security or to maintain its rights in respect of the Loan, including (without limitation) any payment of real property taxes, insurance premiums, condominium expenses, or principal or interest payments on any prior encumbrance, a processing fee of \$375.00 is payable in respect of each such payment.
- 13.9. For administration, maintenance and security of the Lands in the Chargee's possession, a service charge of \$100.00 per day is payable in addition to the Chargee's out-of-pocket costs and expenses incurred in connection therewith.
- 13.10. In the event that the Charge is not repaid on the maturity date, then the Chargee may (at its option) charge an additional fee equivalent to three months' interest on the principal balance of the Charge.
- 13.11. In the event that the Chargee issues a Notice of Sale under Mortgage in respect of the Charge, then the Chargee may (at its option) charge an additional fee equivalent to three months' interest on the principal balance of the Charge.
- 13.12. For preparation of each mortgage statement a \$250.00 service charge is payable.

13.13. The Chargee shall have the exclusive right to prepare and execute the Discharge of Mortgage for this Charge/Mortgage of Land. The Chargor shall pay (i) an additional \$250.00 to the Chargee as the fee for the preparation of the said Discharge of Mortgage; and (ii) the costs of the Chargee's solicitor.

13.14. For each month (or part thereof) during which an Event of Default shall occur that has not been cured within ten days of the occurrence, a monitoring fee of \$500.00 is payable.

13.15. For each demand letter issued by the Chargee, a fee of \$375.00 is payable

All fees and service charges as herein provided are intended to compensate the Chargee for the Chargee's administrative costs and shall not be deemed a penalty. The amount of such fees, if not paid, shall be added to the principal amount secured hereunder and shall bear interest at the rate aforesaid and the Chargee shall have the same rights with respect to the collection of same as it does with respect to the collection of principal and interest hereunder or at law.

14. PAYMENTS

Any payment that is made after 1:00 p.m. (Toronto time) on any date shall be deemed, for the purpose of calculation of interest, to have been made and received on the next bank business day.

15. ACTIONS NOT TO BE TAKEN WITHOUT PRIOR WRITTEN CONSENT OF THE CHARGE

Without obtaining the prior written approval of the Chargee (which may be withheld in the sole and unfettered discretion of the Chargee), the Chargor covenants and agrees not to:

- (a) enter into a tenancy agreement in respect of any portion of the Lands prior to or after the registration of the Charge,
- (b) sell or transfer or otherwise dispose of the Lands,
- (c) make or permit to be made any alterations, demolitions, or additions to the Land and the buildings thereon.

Upon the occurrence of: (I) a breach of any of the above covenants or (II) a breach of any of the other terms and covenants of this Charge, the outstanding principal balance under the Charge, together with all accrued but unpaid interest, fees, and expenses of the Chargee shall (at the sole and unfettered discretion of the Chargee) accelerate and become immediately due and payable. The Chargee may in writing at any time or times after the occurrence of any such event waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default. No delay or omission of the Chargee to exercise any right or remedy accruing upon any default shall impair any such right or remedy or constitute a waiver of any such default or an acquiescence thereof.

16. PROPERTY TAX MATTERS

The Chargor shall provide the Chargee with a copy of the interim and final tax bills for the Lands and evidence to the satisfaction of the Chargee in its sole and unfettered discretion that all taxes have been paid in a timely fashion.

17. SEVERABILITY OF ANY INVALID PROVISIONS

If in the event that any covenant, term or provision contained in this Charge is held to be invalid, illegal or unenforceable in whole or in part, then the validity, legality and enforceability of the remaining covenants, provisions and terms shall not be affected or impaired thereby, and all such remaining covenants, provisions and terms shall continue in full force and effect. All covenants, provisions and terms hereof are declared to be separate and distinct covenants, provisions or terms, as the case may be.

18. POST DATED CHEQUES

At the Chargee's request, the Chargor shall provide the Chargee with a completed Pre-Authorized Authorized Debit Form for Mortgage Payments on the Chargee's standard form authorizing the withdrawal by the Chargee from the Chargor's account of monthly interest payments.

The Chargor shall provide the Chargee with 12 post-dated cheques, each in the amount due hereunder payable to the Chargee or as it may direct, such cheques to be dated on the dates of payments due under the Charge.

19. COMPLIANCE WITH APPLICABLE LAWS

The Property shall be in compliance with all applicable laws, including (without limitation) fire codes, provincial or municipal licensing and bylaws and all such other legal requirements as may be necessary applicable.

20. EVENTS OF DEFAULT

Without limiting any of the provisions of this Charge, each of the following events shall be considered events of default hereunder upon the happening of which the whole of the principal sum outstanding and all interest accruing thereon together with the prepayment yield maintenance fee, if any, payable pursuant to the Commitment shall immediately become due and payable at the option of the Chargee exercised by notice in writing to the Chargor:

- (a) Failure by the Chargor or any Guarantor to pay any installment of principal, interest and/or Taxes under this Charge or under any charge or other encumbrance of the Lands, on the date upon which any of the payments for same become due;
- (b) Failure by the Chargor or Guarantor to strictly and fully observe or perform any condition, agreement, covenant, provision or term set out in this Charge, or any other document giving contractual relationship as between them or any of them

and the Chargee, or if it is found at any time that any representation to the Chargee with respect to the loan secured by this Charge or in any way related thereto is incorrect or misleading provided such failure is not cured within fifteen (15) days of the giving of written notice of such failure to the Chargor;

- (c) Default, beyond any applicable cure period, by the Chargor in the observance or performance of any of the covenants, provisos, agreements or conditions contained in any charge or other encumbrance affecting the Lands, whether or not it has priority over this Charge;
- (d) Upon the registration of any construction lien against the Lands which is not discharged or vacated within a period of fourteen (14) days after the date of registration thereof;
- (e) In the event that the Lands are abandoned or there is cessation of all business activities, or any material part thereof, now being conducted upon the Lands by the Chargor or the tenants provided such cessation continues after fourteen (14) days from the giving of written notice of such cessation to the Chargor;
- (f) If the Chargor or any Guarantor commits an act of bankruptcy or becomes insolvent or has a receiver or receiver and manager appointed for it or over any of its assets or if any creditor takes possession of any of its assets or if any execution, distress or other like process is levied or enforced upon the Lands or any part thereof or if any compromise or arrangement with creditors is made by any of them;
- (g) An Event of Default set out in the Standard Charge Terms has occurred.

21. APPOINTMENT OF A RECEIVER

At any time and from time to time when there shall be default under the provisions of this Charge, the Chargee may at such time and from time to time and with or without entering into possession of the Lands appoint in writing any Person, whether an officer or officers or an employee or employees of the Chargee or not, to be a Receiver of the Lands, or any part thereof, and of the rents and profits thereof and with or without security and may from time to time by similar writing remove any such Receiver and appoint another in its place and stead, and in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor. The Chargor hereby irrevocably agrees and consents to the appointment of such Receiver of the Chargee's choice and without limitation whether pursuant to this Charge, the Mortgages Act (Ontario), the Construction Lien Act (Ontario), or the Trustee Act (Ontario) as the Chargee may at its sole option require. Without limitation, the purpose of such appointment shall be the orderly management, administration and/or sale of the Lands or any part thereof and the Chargor hereby consents to a Court Order for the appointment of such Receiver, if the Chargee in its discretion chooses to obtain such order, and on such terms and for such purposes as the Chargee at its sole discretion may require, including, without limitation, the power to manage, charge, pledge, lease and/or sell the Lands and/or to complete or partially complete any construction thereon and to receive advances of monies pursuant to any charges,

pledges and/or loans entered into by the Receiver or the Chargor, and if required by the Chargee, in priority to any existing encumbrances affecting the Lands, including without limitation, charges and construction lien claims.

Upon the appointment of any such Receiver from time to time the following provisions shall apply:

- (h) A Statutory Declaration made by the Chargee or by any authorized representative of the Chargee as to default under the provisions of this Charge shall be conclusive evidence thereof;
- (i) Every such Receiver shall be the irrevocable agent or attorney of the Chargor for the collection of all rents falling due in respect to the Lands, or any part thereof, whether in respect of any tenancies created in priority to this Charge or subsequent thereto and with respect to all responsibility and liability for its acts and omissions;
- (j) The Chargee may from time to time fix the remuneration of every such Receiver which shall be a charge on the Lands, and may be paid out of the income there from or the proceeds of sale thereof;
- (k) The appointment of every such Receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the Receiver in any respect and such appointment or anything which may be done by any such Receiver or the removal of any such Receiver or the termination of any such receivership shall not have the effect of constituting the Chargee a chargee in possession in respect of the Lands or any part thereof;
- (l) The Receiver shall have the power to rent any portion of the Lands for such term and subject to such provisions as it may deem advisable or expedient and shall have the authority to execute any lease of the Lands or any part thereof in the name and on behalf of the Chargor and the Chargor undertakes to ratify and confirm, and hereby ratifies and confirms whatever acts such Receiver may do on the Lands;
- (m) In all instances, the Receiver shall be acting as the attorney or agent of the Chargor;
- (n) Every such Receiver shall have full power to complete any unfinished construction upon the Lands;
- (o) Such Receiver shall have full power to manage, operate, amend, repair, alter or extend the Lands or any part thereof in the name of the Chargor for the purposes of securing the payment of rental from the Lands or any part thereof;
- (p) The Receiver shall have full power to assume control of, manage, operate and carry on the business of the Chargor being conducted at or upon the Lands on the date of this Charge or at any time thereafter;

- (q) The Receiver shall have full power to do all acts and execute all documents which may be considered necessary or advisable in order to protect the Chargee's interest in the Lands including, without limiting the generality of the foregoing, increasing, extending, renewing or amending all charges, mortgages and other encumbrances which may be registered against the Lands from time to time, whether or not any of the same are prior to the interest of the Chargee in the Lands; sale of the Lands; borrowing money on the security of the Lands; applying for and executing all documents in any way related to any re-zoning applications, severance of lands pursuant to the provisions of the Planning Act, as amended, subdivision agreements and development agreements and agreements for the supply or maintenance of utilities or services to the Lands, including grants of lands or easements or rights of way necessary or incidental to any such agreements; executing all grants, documents, instruments and agreements related to compliance with the requirements of any competent governmental authority, whether pursuant to a written agreement or otherwise and applying for and executing all documents in any way related to registration of the Lands as a condominium; completing any application for first registration pursuant to the provisions of the Land Titles Act (Ontario) or pursuant to the Certification of Titles Act (Ontario); and for all and every of the purposes aforesaid it does hereby give and grant unto the Receiver full and absolute power and authority to do and execute all acts, deeds, matters and things necessary to be done as aforesaid in and about the Lands, and to commence, institute and prosecute all actions, suits and other proceedings which may be necessary or expedient in and about the Lands, as fully and effectually to all intents and purposes as it itself could do if personally present and acting therein.
- (r) Such Receiver shall not be liable to the Chargor to account for monies or damages other than cash received by it in respect of the Lands or any part thereof and out of such cash so received every such Receiver shall pay in the following order:
- (i) its remuneration;
 - (ii) all payments made or incurred by the exercise of its powers hereunder;
 - (iii) any payment of interest, principal and other money which may from time to time be or become charged upon the Lands in priority to the monies owing hereunder and all taxes, insurance premiums and every other proper expenditure made or incurred by it in respect of the Lands or any part thereof.

After default which is continuing and expiry of all applicable cure periods, the Chargor hereby irrevocably appoints the Chargee as its attorney to execute such consent or consents and all such documents as may be required in the sole discretion of the Chargee and/or its solicitors so as to give effect to the foregoing provisions and the signature of such attorney shall be valid and binding on the Chargor and all parties dealing with the Chargor, the Chargee and/or the Receiver and/or with respect to the Lands in the same manner as if such documentation was duly executed by the Chargor itself.

This is Exhibit “I” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like mark that starts with a horizontal line, curves upwards and then downwards, ending in a small hook.

A Commissioner for Taking Affidavits

Properties

PIN 53117 - 0084 LT
Description LT 11 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 10 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 12 PL 87 STRATFORD AS AMENDED BY PL 88 AS IN R252604; S/T & T/W INTEREST IN R252604; EXCEPT RIGHT THEREIN; CITY OF STRATFORD
Address 31 MARKET PLACE
 STRATFORD

PIN 53117 - 0085 LT
Description PT LT 9 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 10 PL 87 STRATFORD AS AMENDED BY PL 88 AS IN R336998; S/T & T/W INTEREST IN R336998; S/T R336998 ; STRATFORD
Address 33 MARKET PLACE
 STRATFORD

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name LARSON PROPERTIES PARTNERSHIP CORP.
Address for Service 25 Market Place, Stratford, Ontario, N5A
 1A4

I, Kevin Larson, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
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<i>Name</i>	COSMAN MORTGAGE CAPITAL CORPORATION
<i>Address for Service</i>	Unit 210 - 2985 Drew Rd, Mississauga, Ontario, L4T 0A7

Statements

The applicant applies for the entry of a notice of general assignment of rents.
 This notice may be deleted by the Land Registrar when the registered instrument, PC169038 registered on 2019/06/14 to which this notice relates is deleted
 Schedule: See Schedules

Signed By

Denitta Norin Antony	100-95 Barber Greene Rd. Toronto M3C 3E9	acting for Applicant(s)	Signed	2019 06 14
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Tel 416-449-1400
 Fax 416-449-7071

I have the authority to sign and register the document on behalf of all parties to the document.

Denitta Norin Antony	100-95 Barber Greene Rd. Toronto M3C 3E9	acting for Party To(s)	Signed	2019 06 14
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Tel 416-449-1400
 Fax 416-449-7071

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

DEVRY, SMITH & FRANK	100-95 Barber Greene Rd. Toronto M3C 3E9		2019 06 14
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Tel 416-449-1400
 Fax 416-449-7071

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$64.40
<i>Total Paid</i>	\$64.40

The applicant(s) hereby applies to the Land Registrar.

File Number

Party To Client File Number :

DSF FILE #: COSMMO39

ASSIGNMENT OF LEASES & RENTALS

B E T W E E N :

Larson Properties Partnership Corp.
(hereinafter called the "Assignor")

- and -

Cosman Mortgage Capital Corporation
(herein called the "Assignee")

1. As security for the payment of all obligations, indebtedness and liability of the Assignor to the Assignee under a charge registered the same day as the registration of the electronic instrument to which this agreement is attached as a schedule in the Land Registry Office for the Land Titles Division of Perth (No. 44) as the Instrument Number referred to in the electronic instrument to which this agreement is attached as a schedule (the "Mortgage") and any amendments thereto and extensions thereof given by the Assignor to the Assignee on those lands and premises described in the electronic instrument to which this agreement is attached as a schedule (the "Lands") whether such obligation, indebtedness or liabilities are incurred prior to, at the time of or subsequent to the execution of this Assignment, the Assignor hereby grants, assigns and transfers to the Assignee:

(a) all leases and other agreements permitting the occupation or use of the Lands or any part thereof, in existence at the date of this Assignment and all renewals thereof (all of which leases and other agreements are hereinafter referred to as "Leases") and any guarantee or indemnity of all or any of the obligations under any of the Leases;

(b) all rentals, income, receipts, profits and other moneys payable to the Assignor under the Leases including, without limiting the generality of the foregoing, all rentals, income, subsidies or payments received from any and all sources with respect to the Leases (all of which rentals, income receipts, profits and other moneys are hereinafter referred to as "Rentals").

2. In the event of default under the Mortgage or herein, the Assignee may at its option enter upon the Lands and collect in the name of the Assignor or in its own name as Assignee, the Rentals accrued but unpaid and in arrears as the date of such default, as well as the Rentals thereafter accruing and becoming payable during the period of default. The Assignor shall from time to time forthwith on the Assignee's request, do, make and execute all notices and directions to tenants directing the payment of Rentals to the Assignee and other documents, acts, matters and things, as may be required by the Assignee in order to collect Rentals or otherwise give effect to these presents, and the Assignor hereby constitutes and appoints the Assignee, or any receiver, the true and lawful Attorney of the Assignor irrevocably with power of substitution to do, make and execute all such notices, directions, documents, acts, matters or things with the right to use the name of the Assignor whenever it may be deemed necessary or expedient.

3. The Assignor shall from time to time forthwith on request furnish to the Assignee in writing all books and information requested relating to Rentals and the Assignees shall be entitled from time to time to have access to the Lands an/or other premises occupied by the Assignor in order to inspect such books or information.

4. The Assignee may, in addition to any other rights, appoint by instrument in writing a receiver or receiver-manager in connection with the Rentals and/or Leases and remove or replace such receiver or receiver-manager from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of such receiver or receiver-manager. Where the Assignee is hereinafter in this Assignment referred to, the term shall, where the context permits, include any

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receiver or receiver-manager so appointed and the officers, employees, servants or agents of such receiver or receiver-manager.

5. The Assignee may at its option take over and assume the management, operation and maintenance of the Lands and perform all acts necessary and proper with respect to such management, operation and maintenance and expend such sums out of the income of the Lands as may be needed in connection therewith, in such manner and to the same extent as the Assignor, including the right to effect new Leases, cancel or surrender existing Leases, alter or amend the terms of existing Leases, renew existing Leases or make concessions to tenants and the Assignor hereby releases all claims against the Assignee arising out of such management, operation and maintenance, save and except the liability of the Assignee to account.

6. Nothing herein contained shall have the effect of making the Assignee responsible of the collection of Rentals or any part thereof, or for the performance of any of the obligations or conditions under or in respect of the Leases or any of them to be observed and performed by the Assignor, or to take any action or enforce any remedy against any person with respect to any breach of any of the Leases, and that the Assignee shall not by virtue of this Assignment, or its receipt of the Rentals or any part thereof, become or be deemed a mortgagee in possession. The Assignee shall be liable to account for only such moneys as shall actually come into its hands, less proper collection charges, provided that such moneys may be applied on account of any indebtedness of the Assignor to the Assignee.

7. The Assignor shall be entitled to collect and receive the Rentals as they become due under the Leases unless and until the Assignee gives notice to any tenant, user, occupier, licensee or other party entitled to occupation or use of any part of the Lands under any of the Leases requiring that the Rentals be paid to the Assignee, but nothing in this section shall permit or authorize the Assignor to collect any of the Rentals prior to their due date.

8. None of the rights or remedies of the Assignee under the Mortgage shall be delayed or in any way prejudiced by this Assignment. Notwithstanding any variation of the terms of the Mortgage or any extension of time for payment of the moneys secured by the Mortgage or any part thereof, or any release of part or parts of the premises or any collateral security, the Leases and the Rentals hereby assigned shall continue as collateral security until all moneys secured by the Mortgage have been paid in full.

9. Save as otherwise agreed between the parties in writing, and save as hereinafter set out, this Assignment and the Mortgage collectively constitute the entire agreement between the parties as regards the assignment of Leases and Rentals and the rights and liabilities of the parties and there are no other representations, collateral agreements or conditions in respect of the Leases and Rentals. This Assignment is in addition to and not in substitution for any other agreement between the parties including, without limiting the generality of the foregoing, any agreement creating a security interest in the Leases or Rentals and whether heretofore or hereinafter made, and the terms of such agreement or agreements shall be deemed to be continued unless expressly provided to the contrary in writing and signed by the parties.

10. The rights given the Assignee herein, or otherwise may be exercised cumulatively or in the alternative. Without limitation, the Assignee may collect or attorn rentals without such act being deemed the taking of possession of the Premises.

11. If any term of this Assignment or the application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Assignment or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term of this Assignment shall be separately valid and enforceable to the

fullest extent permitted by law.

12. Any receiver or receiver-manager appointed out of this Assignment or by any Court shall be deemed to be an agent or agents of the Assignor and the Assignor shall be solely responsible for his or its or their acts and for his or its or their remuneration and expenses and the Assignee shall not be in any way responsible for any misconduct or negligence on the part of any such receiver or receiver-manager.

13. In the event that all amounts receivable under the Mortgage are received in full, the Assignor shall be entitled, at its sole expense, to receive a discharge of this Assignment.

14. This Assignment shall be interpreted in accordance with the laws of the Province of Ontario.

15. This Assignment and everything contained herein shall extend to and bind and may be taken advantage of by the respective heirs, executors, administrators, successors and assigns, as the case may be, of each and every of the parties hereto and where there is more than one Assignor or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and where there is more than one Assignor all covenants shall be deemed to be joint and several.

LARSON PROPERTIES PARTNERSHIP CORP.

Per: 

Kevin Larson - President

I have the authority to bind the Corporation.

This is Exhibit “**J**” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive letter 'J' with a long horizontal stroke extending to the right.

A Commissioner for Taking Affidavits

GENERAL SECURITY AGREEMENT

THIS AGREEMENT dated June 11, 2019.

BETWEEN:

LARSON PROPERTIES PARTNERSHIP CORP.
10 Downie Street, Suite 305, Stratford, ON N5A 7K4
(the "Borrower")

AND:

COSMAN MORTGAGE CAPITAL CORPORATION
1606-111 Elizabeth Street, Toronto, ON M5G 1P7
(the "Secured Party")

1. SECURITY INTEREST

1.1 For consideration the Borrower hereby:

- (a) mortgages and charges as a fixed and specific charge, and assigns and transfers to the Secured Party, and grants to the Secured Party a general and continuing security interest in all of the Borrower's present and after acquired personal property including, without limitation:
 - (i) all office, trade, manufacturing and all other equipment and all goods, including, without limitation, machinery, tools, fixtures, computers, furniture, furnishings, chattels, motor vehicles and other tangible personal property that is not Inventory, and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the above (all of which is collectively called the "Equipment");
 - (ii) all inventory, including, without limitation, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, all livestock and their young after conception, all crops and timber, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is collectively called the "Inventory");
 - (iii) all debts, accounts, claims, demands, moneys and choses in action which now are, or which may at any time be, due or owing to or owned by the Borrower and all books, records, documents, papers and electronically recorded data recording,

evidencing or relating to the debts, accounts, claims, demands, moneys and choses in action (all of which is collectively called the "Accounts");

- (iv) all documents of title, chattel paper, instruments, securities and money, and all other personal property, of the Borrower that is not Equipment, Inventory or Accounts;
 - (v) all patents, trade-marks, copyrights, industrial designs, plant breeder's rights, integrated circuit topographies, trade-names, goodwill, confidential information, trade secrets and know-how, including without limitation, environmental technology and bio-technology, software and any registrations and applications for registration of the foregoing and all other intellectual and industrial property of the Borrower (all of which is collectively called the "Intellectual Property");
 - (vi) all the Borrower's contractual rights, licenses and all other choses in action of every kind which now are, or which may at any time be due or owing to or owned by the Borrower, and all other intangible property of the Borrower, that is not Accounts, chattel paper, instruments, documents of title, Intellectual Property, securities or money;
 - (vii) the personal property described in Schedule "A" attached to this Agreement and all additions thereto and replacements thereof; and
 - (viii) all proceeds of every nature and kind arising from the personal property referred to in this Security Agreement;
- (b) grants to the Secured Party a general and continuing security interest and charges by way of a floating charge:
- (i) all of the undertaking and assets of the Borrower, of every nature or kind and wherever situate, whether presently owned or hereafter acquired, and all their proceeds, other than its assets and undertakings that are otherwise validly and effectively subject to the charges and security interests in favour of the Secured Party created pursuant to this Clause 1.1.

1.2 The security interests, mortgages, transfers, assignments, charges, grants and conveyances created pursuant to Clause 1.1 shall be collectively called the "Security Interests", and the property subject to the Security Interests and all property, assets and undertaking charged, assigned or transferred or secured by any instruments supplemental to or in implementation of this Security Agreement are collectively called the "Collateral".

1.3 The schedules, including definitions, form part of this Security Agreement.

2. EXCEPTIONS

2.1 The last day of the term created by any lease or agreement is excepted out of any charge or the Security Interests but the Borrower shall stand possessed of the reversion and shall remain upon trust to assign and dispose of it to any third party as the Secured Party shall direct.

2.2 All the Borrower's consumer goods are excepted out of the Security Interests.

3. ATTACHMENT

The Borrower agrees that the Security Interests attach upon the signing of this Security Agreement (or in the case of after acquired property, upon the date of acquisition), that value has been given, and that the Borrower has (or in the case of after acquired property, will have upon the date of acquisition) rights in the Collateral and the Borrower confirms that there has been no agreement between the Borrower and the Secured Party to postpone the time for attachment of the Security Interests and that it is the Borrower's understanding that the Secured Party intends the Security Interests to attach at the same time.

4. PURCHASE MONEY SECURITY INTEREST

The Borrower acknowledges and agrees that the Security Interests constitute and are intended to create Purchase Money Security Interests in Collateral to the extent that moneys advanced by the Secured Party, including all future advances and re-advances, are used or are to be used, in whole or in part, to purchase or otherwise to acquire rights in Collateral.

5. OBLIGATIONS SECURED

This Security Agreement is in addition to and not in substitution for any other security interest or charge now or in the future held by the Secured Party from the Borrower or from any other person and shall be general and continuing security for the payment and performance of all indebtedness, liabilities and obligations of the Borrower to the Secured Party (including interest thereon), whether incurred prior to, at the time of or after the signing of this Security Agreement including extensions and renewals, and all other liabilities of the Borrower to the Secured Party, present and future, absolute or contingent, joint or several, direct or indirect, matured or not, extended or renewed, wherever and however incurred, including all advances on current or running account, future advances and re-advances of any loans or credit by the Secured Party and the Borrower's obligation and liability under any contract or guarantee now or in the future in existence whereby the Borrower guarantees payment of the debts, liabilities and/or obligations of a third party to the Secured Party, and for the performance of all obligations of the Borrower to the Secured Party, whether or not contained in this Security Agreement (all of which indebtedness, liabilities and obligations are collectively called the "Obligations").

6. REPRESENTATIONS AND WARRANTIES

6.1 The Borrower represents and warrants to the Secured Party that:

- (a) if a corporation, it is a corporation incorporated and organised and validly existing and in good standing under the laws of the jurisdiction of its incorporation; it has the corporate power to own or lease its property and to carry on the business conducted by it; it is qualified as a corporation to carry on the business conducted by it and to own or lease its property and is in good standing under the laws of each jurisdiction in which the nature of its business or the property owned or leased by it makes such qualification necessary; and the execution, delivery and performance of this Security Agreement are within its corporate powers, have been authorised and do not contravene, violate or conflict with any law or the terms and provisions of its constating documents or its by-laws or any shareholders agreement or any other agreement, indenture or undertaking to which the Borrower is a party or by which it is bound;
- (b) if it is a corporation, its name as set forth on page 1 of this Security Agreement is its full, true and correct name as stated in its constating documents and if such name is in English, it does not have or use a French language form of its name or a combined English language and French language form of its name and vice versa, and the Borrower has provided a written memorandum to the Secured Party accurately setting forth all prior names under which the Borrower has operated;
- (c) if it is a partnership, its name as set forth on page 1 is its full, true and correct, and where required or voluntarily registered its registered, name; it is a partnership validly created and organised and validly existing under the laws of the jurisdiction of its creation; it has the power to carry on the business conducted by it; it is qualified as a partnership to carry on the business conducted by it and is in good standing under the laws of each jurisdiction in which the nature of its business makes such qualification necessary; and the execution, delivery and performance of this Agreement are within its powers, have been authorised, and do not contravene, violate or conflict with any law or the terms of its partnership agreement or any other agreement, indenture or undertaking to which the Borrower is a party or by which it is bound, and a complete list of the names, addresses and (if individuals) the dates of birth of the partners of the partnership are set forth on a Schedule attached to this Security Agreement;
- (d) if the Borrower is an individual, that individual's full name and address provided to the Secured Party are the individual's full and correct name and address and the individual's date of birth as described on the individual's birth certificate a true copy of which has been provided to the Secured Party or, if no birth certificate issued from any jurisdiction in Canada exists, as described on the documents provided to the Secured Party is the individual's correct birth date;
- (e) there is no litigation or governmental proceedings commenced or pending against or affecting the Collateral or the Borrower, in which a decision adverse to the Borrower would constitute or result in a material adverse change in the business, operations, properties or assets or in the condition, financial or otherwise, of the Borrower; and

the Borrower agrees to promptly notify the Secured Party of any such future litigation or governmental proceeding;

- (f) it does not have any information or knowledge of any facts relating to its business, operations, property or assets or to its condition, financial or otherwise, which it has not disclosed to the Secured Party in writing and which, if known to the Secured Party, might reasonably be expected to deter the Secured Party from extending credit or advancing funds to the Borrower;
- (g) it has good title and lawfully owns and possesses all presently held Collateral, free from all security interests, charges, encumbrances, liens and claims, save only the Security Interests and the charges or security interests consented to in writing by the Secured Party, and it has not granted any licenses in or of its Intellectual Property other than as disclosed and consented to by the Secured Party;
- (h) to the extent that any of the Collateral includes serial numbered goods and motor vehicles which require serial number registration by virtue of the Act and its regulations including motor vehicles, trailers, manufactured homes, mobile homes, boats, outboard motors for boats or aircraft, the Borrower has given the full and correct serial numbers and any Ministry of Transport designation marks or other relevant licensing authority marks of all such Collateral to the Secured Party;
- (i) the Collateral is and/or will be located at the place(s) described in Schedule "A" and will not be removed from such location(s) without the prior written consent of the Secured Party;
- (j) this Security Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) of the Borrower, if the Borrower is a corporation, or, if the Borrower is a partnership, of the partners of the Borrower, and all other requirements have been fulfilled to authorise and make the execution and delivery of this Security Agreement, and the performance of the Borrower's obligations valid and there is no restriction contained in the constating documents of the Borrower or in any shareholders agreement or partnership agreement which restricts the powers of the authorised signatories of the Borrower to borrow money or give security; and
- (k) the Borrower's place(s) of business and chief executive office have been correctly provided to the Secured Party.

7. COVENANTS OF THE BORROWER

7.1 The Borrower covenants with the Secured Party that while this Security Agreement remains in effect the Borrower will:

- (a) promptly pay and satisfy the Obligations as they become due or are demanded;

- (b) defend the title to the Collateral for the Secured Party's benefit, against the claims and demands of all persons;**
- (c) fully and effectually maintain and ensure that the Security Interests are and continue to be valid and effective;**
- (d) maintain the Collateral in good condition and repair and provide adequate storage facilities to protect the Collateral and not permit the value of the Collateral to be impaired;**
- (e) observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;**
- (f) forthwith pay and satisfy:**
 - (i) all taxes, assessments, rates, duties, levies, government fees, claims and dues lawfully levied, assessed or imposed upon it or the Collateral when due, unless the Borrower shall in good faith contest its obligations so to pay and shall furnish to the Secured Party such security as the Secured Party may require;**
 - (ii) all security interests, charges, encumbrances, liens and claims which rank or could rank in priority to, or on an equal basis with, any of the Security Interests; and**
 - (iii) all fees from time to time chargeable by the Secured Party arising out of any term of the commitment letter between the Secured Party and the Borrower including, without limitation, inspection, administration and returned cheque handling fees;**
- (g) forthwith pay and satisfy all costs, charges, expenses and legal fees and disbursements (on a solicitor and its own client basis) which may be incurred by the Secured Party in connection with granting loans or credit to the Borrower, including for:**
 - (i) inspecting the Collateral;**
 - (ii) negotiating, preparing, perfecting, registering or renewing the registration of this Security Agreement and the Security Interests, any Financing or Financing Change Statement, any modification or amending agreement and other documents relating to the Borrower's obligations, whether or not relating to this Security Agreement;**
 - (iii) complying with any disclosure requirements under the Act;**
 - (iv) investigating title to the Collateral;**

- (v) taking, recovering, keeping possession and disposing of the Collateral;
- (vi) maintaining the Collateral in good repair, storing the Collateral and preparing the Collateral for disposition;
- (vii) any inspection, appraisal, investigation or environmental audit of the Collateral and the cost of any environmental rehabilitation, treatment, removal or repair necessary to protect, preserve or remedy the Collateral including any fine or penalty the Secured Party becomes obligated to pay by reason of any statute, order or direction of competent authority;
- (viii) all other actions and proceedings taken to preserve the Collateral, enforce this Security Agreement and of any other security interest held by the Secured Party as security for the Obligations, protect the Secured Party from liability in connection with the Security Interests or assist the Secured Party in its loan and credit granting or realization of the Security Interest, including any actions under the Bankruptcy and Insolvency Act (Canada) and all remuneration of any Receiver (as defined in Article 15 hereof) or appointed pursuant to the Bankruptcy and Insolvency Act (Canada);
- (ix) any sums the Secured Party pays as fines, or as clean up costs because of contamination of or from your assets. Further, you will indemnify the Secured Party and its employees and agents from any liability or costs incurred including legal defense costs. Your obligation under this paragraph continues even after the Obligations are repaid and this agreement is terminated.
- (h) at the Secured Party's request, execute and deliver further documents and instruments and do all acts as the Secured Party in its absolute discretion requires to confirm, register and perfect, and maintain the registration and perfection of, the Security Interests;
- (i) notify the Secured Party promptly of:
 - (i) any change in the information contained in this Security Agreement relating to the Borrower, its business or the Collateral, including, without limitation, any change of name or address (including any change of trade name, proprietor or partner) and any change in the present location of any Collateral;
 - (ii) the details of any material acquisition of Collateral, including the acquisition of any motor vehicles, trailers, manufactured homes, boats or aircraft;
 - (iii) any material loss or damage to the Collateral;
 - (iv) any material default by any account debtor in the payment or other performance

of its obligations to the Borrower respecting any Accounts;

- (v) any claims against the Borrower including claims in respect of the Intellectual Property or of any actions taken by the Borrower to defend the registration of or the validity of or any infringement of the Intellectual Property;
- (vi) the return to or repossession by the Borrower of Collateral that was disposed of by the Borrower; and
- (vii) all additional places of business and any changes in its place(s) of business or chief executive office;
- (j) prevent the Collateral, other than Inventory sold, leased, or otherwise disposed of as permitted by this Security Agreement, from being or becoming an accession to property not covered by this Security Agreement;
- (k) carry on and conduct its business and undertaking in a proper and businesslike manner so as to preserve and protect the Collateral and the earnings, income, rents, issues and profits of the Collateral, including maintenance of proper and accurate books of account and records;
- (l) permit the Secured Party and its representatives, at all reasonable times, access to the Collateral including all of the Borrower's property, assets and undertakings and to all its books of account and records for the purpose of inspection and the taking of extracts and copies, whether at the Borrower's premises or otherwise, and the Borrower will render all assistance necessary;
- (m) observe and perform all its obligations under:
 - (i) leases, licences, undertakings, and any other agreements to which it is a party;
 - (ii) any statute or regulation, federal, provincial, territorial, or municipal, to which it is subject;
- (n) deliver to the Secured Party from time to time promptly upon request:
 - (i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral to allow the Secured Party to inspect, audit or copy them;
 - (iii) all financial statements prepared by or for the Borrower regarding the Borrower's business;

- (iv) such information concerning the Collateral, the Borrower and the Borrower's business and affairs as the Secured Party may reasonably require;
- (o) with respect to the Intellectual Property, take all necessary steps and initiate all necessary proceedings, to maintain the registration or recording of the Intellectual Property, to defend the Intellectual Property from infringement and to prevent any licensed or permitted user from doing anything that may invalidate or otherwise impair the Intellectual Property;
- (p) with respect to copyright forming part of the Intellectual Property, provide to the Secured Party waivers of the moral rights thereto executed by all contributors or authors of the copyrighted work;
- (q) receive and hold in trust on behalf of and for the benefit of the Secured Party all proceeds from the sale or other disposition of any Collateral;
- (r) consent to the Secured Party contacting and making enquiries of the Borrower's lessors, as well as municipal or other government officials or assessors; and
- (s) observe and perform the additional covenants and agreements set out in any schedules to this Security Agreement.

7.2 Any amounts required to be paid to the Secured Party by the Borrower under this Clause 7 shall be immediately payable with interest at the highest rate borne by any of the Obligations until all amounts have been paid.

7.3 This Security Agreement shall remain in effect until it has been terminated by the Secured Party by notice of termination to the Borrower and all registrations relating to the Security Agreement have been discharged.

8. INSURANCE

8.1 The Borrower covenants that while this Security Agreement is in effect the Borrower shall:

- (a) maintain or cause to be maintained insurance on the Collateral with a reputable insurer, of kinds, for amounts and payable to such person or persons, all as the Secured Party may require, and in particular maintain insurance on the Collateral to its full insurable value against loss or damage by fire and all other risks of damage, including an extended coverage endorsement and in the case of motor vehicles, insurance against theft;
- (b) cause the insurance policy or policies required by this Security Agreement to be assigned to the Secured Party, including a standard mortgage clause or a mortgage endorsement, as the Secured Party may require;

- (c) pay all premiums respecting such insurance, and deliver all policies to the Secured Party, if it so requires.

8.2 If proceeds of any required insurance becomes payable, the Secured Party may, in its absolute discretion, apply these proceeds to the Obligations as the Secured Party sees fit or release any insurance proceeds to the Borrower to repair, replace or rebuild, but any release of insurance proceeds to the Borrower shall not operate as a payment on account of the Obligations or in any way affect this Security Agreement or the Security Interests.

8.3 The Borrower will forthwith, on the happening of loss or damage to the Collateral, notify the Secured Party and furnish to the Secured Party at the Borrower's expense any necessary proof and do any necessary act to enable the Secured Party to obtain payment of the insurance proceeds, but nothing shall limit the Secured Party's right to submit to the insurer a proof of loss on its own behalf.

8.4 The Borrower hereby authorizes and directs the insurer under any required policy of insurance to include the name of the Secured Party as loss payee on any policy of insurance and on any cheque or draft which may be issued respecting a claim settlement under and by virtue of such insurance, and the production by the Secured Party to any insurer of a notarial or certified copy of this Security Agreement (notarized or certified by a notary public or solicitor) shall be the insurer's complete authority for so doing.

8.5 If the Borrower fails to maintain insurance as required, the Secured Party may, but shall not be obliged to, maintain or effect such insurance coverage, or so much insurance coverage as the Secured Party may wish to maintain.

9. OTHER PROHIBITIONS

Without the prior written consent of the Secured Party the Borrower will not:

- (a) create or permit to exist any security interest in, charge, encumbrance or lien over, or claim against any of its property, assets, undertakings including without limitation the Collateral which ranks or could in any event rank in priority to or on an equal basis with any of the Security Interests created by this Security Agreement;
- (b) grant, sell, or otherwise assign any of its chattel paper or any of the Collateral except only Inventory that is disposed of in accordance with Clause 10.2; or
- (c) where the Borrower is a corporation
 - (i) repay or reduce any shareholders loans or other debts due to its shareholders; or
 - (ii) change its name, merge with or amalgamate with any other entity;

10. RESTRICTIONS ON SALE OR DISPOSAL OF COLLATERAL

10.1 Except as provided by this Security Agreement, without the Secured Party's prior written consent the Borrower will not:

- (a) sell, lease, license or otherwise dispose of the Collateral;
- (b) release, surrender or abandon possession of the Collateral; or
- (c) move or transfer the Collateral from the jurisdictions in which the Security Interests have been perfected.

10.2 Provided that the Borrower is not in default under this Security Agreement, the Borrower may lease, sell, license, consign or otherwise deal with items of Inventory only in the ordinary course of its business and for the purposes of carrying on its business.

10.3 Any disposition of any Collateral, excepting sales of Inventory in the ordinary course, shall result in the Borrower holding the proceeds in trust for and on behalf of the Secured Party and subject to the Secured Party's exclusive direction and control. Nothing restricts the Secured Party's rights to attach, seize or otherwise enforce its Security Interests in any Collateral sold or disposed, unless it is sold or disposed with the Secured Party's prior written consent.

11. PERFORMANCE OF OBLIGATIONS

If the Borrower fails to perform its covenants and agreements under this Security Agreement, the Secured Party may, but shall not be obliged to, perform any or all of such covenants and agreements without prejudice to any other rights and remedies of the Secured Party, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and its own client basis) incurred by the Secured Party shall be immediately payable by the Borrower to the Secured Party with interest at the highest rate borne by any of the Obligations and shall be secured by the Security Interests, until all such amounts have been paid.

12. ACCOUNTS

Notwithstanding any other provision of this Security Agreement, the Secured Party may collect, realize, sell or otherwise deal with all or a portion of the Accounts in such manner, upon such terms and conditions and at any time, whether before or after default, as may seem to it advisable, and without notice to the Borrower, except in the case of disposition after default and then subject to the applicable provisions of the Act, if any. All forms of payment received by the Borrower in payment of any Account, or as proceeds, shall be subject to the Security Interests and shall be received and held by the Borrower in trust for the Secured Party.

13. APPROPRIATION OF PAYMENTS

Any and all payments made respecting the Obligations and monies realized from any

Security Interests (including monies collected in accordance with or realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Secured Party sees fit, and the Secured Party may at any time change any appropriation as the Secured Party sees fit.

14. DEFAULT

14.1 Unless waived by the Secured Party, the Borrower shall be in default under this Security Agreement and shall be deemed to be in default under all other agreements between the Borrower and the Secured Party in any of the following events:

- (a) the Borrower defaults, or threatens to default, in payments when due of any of the Obligations; or
- (b) the Borrower is in breach of, or threatens to breach, any term, condition, obligation or covenant made by it to or with the Secured Party, or any representation or warranty of the Borrower to the Secured Party is untrue or ceases to be accurate, whether or not contained in this Security Agreement; or
- (c) the Borrower or a guarantor of the Borrower declares itself to be insolvent or admits in writing its inability to pay its debts generally as they become due, or makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of any provisions for relief under the Bankruptcy and Insolvency Act (Canada), the Companies Creditors' Arrangement Act (Canada) or similar legislation in any jurisdiction, or makes an authorized assignment; or
- (d) a receiver, manager, receiver and manager or receiver-manager of all or a part of the Collateral is appointed; or
- (e) an order is made or a resolution is passed for the winding up of the Borrower or a guarantor of the Borrower; or
- (f) the Borrower or a guarantor of the Borrower ceases or threatens to cease to carry on all or a substantial part of its business or makes or threatens to make a sale of all or substantially all of its assets; or
- (g) distress or execution is levied or issued against all or any part of the Collateral; or
- (h) if the Borrower is a corporation and any member or shareholder:
 - (i) commences an action against the Borrower; or
 - (ii) gives a notice of dissent to the Borrower in accordance with the provisions of any governing legislation; or

- (i) if the Borrower is a corporation and its voting control changes without the Secured Party's prior written consent; or
- (j) the Borrower uses any monies advanced to it by the Secured Party for any purpose other than as agreed upon by the Secured Party; or
- (k) without the Secured Party's prior written consent, the Borrower creates or permits to exist any security interest, charge, encumbrance, lien or claim against any of the Collateral which ranks or could in any event rank in priority to or on an equal basis with any of the Security Interests; or
- (l) the holder of any other security interest, charge, encumbrance, lien or claim against any of the Collateral does anything to enforce or realize on such security interest, charge, encumbrance, lien or claim; or
- (m) the Borrower enters into an amalgamation, a merger or other similar arrangement with any other person without the Secured Party's prior written consent or, if the Borrower is a corporation, it is continued or registered in a different jurisdiction without the Secured Party's prior written consent; or
- (n) the Secured Party on commercially reasonable grounds believes that the prospect of payment or performance of any of the Obligations is impaired or that any of the Collateral is or is about to be placed in jeopardy or removed from the jurisdiction in which this Security Agreement has been registered; or
- (o) the lessor under any lease to the Borrower of any real or personal property takes any steps to or threatens to terminate such lease or otherwise exercise any of its remedies under such lease as a result of any default by the Borrower; or
- (p) the Borrower causes or allows hazardous materials to be brought upon any lands or premises occupied by the Borrower or to be incorporated into any of its assets, or the Borrower causes, permits, or fails to remedy any environmental contamination upon, in or under any of its lands or assets, or fails to comply with any abatement or remediation order given by a responsible authority; or
- (q) any permit, license, certification, quota or order granted to or held by the Borrower is cancelled, revoked or reduced, as the case may be, or any order against the Borrower is enforced, preventing the business of the Borrower from being carried on for more than 5 days or materially adversely changing the condition (financial or otherwise) of the Borrower's business; or
- (r) if an individual, the Borrower dies or is declared incompetent by a court of competent jurisdiction.

15. ENFORCEMENT

15.1 Upon any default under this Security Agreement the Secured Party may declare any or all of the Obligations whether or not payable on demand to become immediately due and payable and the Security Interests will immediately become enforceable. To enforce and realize on the Security Interests the Secured Party may take any action permitted by law or in equity as it may deem expedient and in particular, without limitation, the Secured Party may do any of the following:

- (a)** appoint by instrument a receiver, manager, receiver and manager or receiver-manager (the "Receiver") of all or any part of the Collateral, with or without bond as the Secured Party may determine, and in its absolute discretion remove such Receiver and appoint another in its stead;
- (b)** enter upon any of the Borrower's premises at any time and take possession of the Collateral with power to exclude the Borrower, its agents and its servants, without becoming liable as a mortgagee in possession;
- (c)** preserve, protect and maintain the Collateral and make such replacements and repairs and additions to the Collateral as the Secured Party deems advisable;
- (d)** dispose of all or part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Secured Party may seem reasonable, provided that if any sale, lease or other disposition is on credit the Borrower will not be entitled to be credited with the proceeds of any such sale, lease or other disposition until the monies are actually received;
- (e)** register assignments of the Intellectual Property, and use sell, assign, license or sublicense any of the Intellectual Property; and
- (f)** exercise all of the rights and remedies of a secured party under the Act and any other applicable laws.

15.2 A Receiver appointed pursuant to this Security Agreement insofar as responsibility for its actions is concerned shall be the agent of the Borrower and not of the Secured Party and, to the extent permitted by law or to such lesser extent permitted by its appointment, shall have all the powers of the Secured Party under this Security Agreement, and in addition shall have power to:

- (a)** carry on the Borrower's business and for such purpose from time to time to borrow money either secured or unsecured, and if secured by granting a security interest on the Collateral, such security interest may rank before or on an equal basis with or behind any of the Security Interests and if it does not so specify such security interest shall rank in priority to the Security Interests; and

- (b) make an assignment for the benefit of the Borrower's creditors or a proposal on behalf of the Borrower under the Bankruptcy and Insolvency Act (Canada); and
- (c) commence, continue or defend proceedings in the name of the Receiver or in the name of the Borrower for the purpose of protecting, seizing, collecting, realizing or obtaining possession of or payment for the Collateral; and
- (d) make any arrangement or compromise that the Receiver deems expedient.

15.3 Subject to the claims, if any, of the creditors of the Borrower ranking in priority to this Security Agreement, all amounts realized from the disposition of the Collateral pursuant to this Security Agreement will be applied as the Secured Party, in its absolute discretion and to the full extent permitted by law, may direct as follows:

- (a) in payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and its own client basis) incurred by the Secured Party respecting or incidental to:
 - (i) the exercise by the Secured Party of the rights and powers granted to it by this Security Agreement; and
 - (ii) the appointment of the Receiver and the exercise by the Receiver of the powers granted to it by this Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver;
- (b) in or toward payment to the Secured Party of all principal and other monies (except interest) due in respect of the Obligations;
- (c) in or toward payment to the Secured Party of all interest remaining unpaid respecting the Obligations; and
- (d) in payment to those parties entitled thereto under the Act.

16. GENERAL PROVISIONS PROTECTING THE SECURED PARTY

16.1 To the full extent permitted by law, the Secured Party shall not be liable for any debts contracted by it during enforcement of this Security Agreement, for damages to persons or property or for salaries or non-fulfilment of contracts during any period when the Secured Party shall manage the Collateral upon entry or seizure, nor shall the Secured Party be liable to account as a mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable. The Secured Party shall not be bound to do, observe or perform or to see to the observance or performance by the Borrower of any obligations or covenants imposed upon the Borrower nor shall the Secured Party, in the case of securities, instruments or chattel paper, be obliged to preserve rights against other persons, nor shall the Secured Party be obliged to keep any of the Collateral

identifiable. To the full extent permitted by law, the Borrower waives any provision of law permitted to be waived by it which imposes greater obligations upon the Secured Party than described above.

16.2 Neither the Secured Party nor any Receiver appointed by it shall be liable or accountable for any failure to seize, collect, realize, sell or obtain payments for the Collateral nor shall they be bound to institute proceedings for the purposes of seizing, collecting, realizing or obtaining payment or possession of the Collateral or the preserving of any right of the Secured Party, the Borrower or any other party respecting the Collateral. The Secured Party shall also not be liable for any misconduct, negligence, misfeasance by the Secured Party, the Receiver or any employee or agent of the Secured Party or the Receiver, or for the exercise of the rights and remedies conferred upon the Secured Party or the Receiver by this Security Agreement.

16.3 The Secured Party or any Receiver appointed by it may grant extensions of time and other indulgences, take and give securities, accept compromises, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the debtors of the Borrower, co-obligants, guarantors and others and with the Collateral and other securities as the Secured Party may see fit without liability to the Secured Party and without prejudice to the Secured Party's rights respecting the Obligations or the Secured Party's right to hold and realize the Collateral.

16.4 The Secured Party in its sole discretion may realize upon any other security provided by the Borrower in any order or concurrently with the realization under this Security Agreement whether such security is held by it at the date of this Security Agreement or is provided at any time in the future. No realization or exercise of any power or right under this Security Agreement or under any other security shall prejudice any further realization or exercise until all Obligations have been fully paid and satisfied.

16.5 Any right of the Secured Party and any obligation of the Borrower arising under any other agreements between the Secured Party and the Borrower shall survive the signing, registration and advancement of any money under this Security Agreement, and no merger respecting any such right or obligation shall occur by reason of this Security Agreement. The obligation, if any, of the Borrower to pay legal fees, a commitment fee, a standby fee or administration fees, under the terms of the Secured Party's commitment letter with the Borrower shall survive the signing and registration of this Security Agreement and the Secured Party's advancement of any money to the Borrower and any legal fees, commitment fees, standby fees or administration fees owing by the Borrower shall be secured by the Collateral.

16.6 In the event that the Secured Party registers a notice of assignment of Intellectual Property the Borrower shall be responsible for and shall indemnify the Secured Party against all maintenance and renewal costs in respect thereof, and any costs of initiating or defending litigation, together with all costs, liabilities and damages related thereto.

16.7 Notwithstanding any taking of possession of the Collateral, or any other action which the Secured Party or the Receiver may take, the Borrower now covenants and agrees with the Secured Party that if the money realized upon any disposition of the Collateral is insufficient to pay and

satisfy the whole of the Obligations due to the Secured Party at the time of such disposition, the Borrower shall immediately pay to the Secured Party an amount equal to the deficiency between the amount of the Obligations and the sum of money realized upon the disposition of the Collateral, and the Borrower agrees that the Secured Party may bring action against the Borrower for payment of the deficiency, notwithstanding any defects or irregularities of the Secured Party or the Receiver in enforcing its rights under this Security Agreement.

17. APPOINTMENT OF ATTORNEY

The Borrower hereby irrevocably appoints the Secured Party or the Receiver, as the case may be, with full power of substitution, as the attorney of the Borrower for and in the name of the Borrower to do, make, sign, endorse or execute under seal or otherwise all deeds, documents, transfers, cheques, instruments, demands, assignments, assurances or consents that the Borrower is obliged to sign, endorse or execute and generally to use the name of the Borrower and to do everything necessary or incidental to the exercise of all or any of the powers conferred on the Secured Party, or the Receiver, as the case may be, pursuant to this Security Agreement. This grant and authority shall continue and survive any mental infirmity or legal incapacity of the Borrower subsequent to the execution hereof.

18. CONSOLIDATION

For the purposes of the laws of all jurisdictions in Canada, the doctrine of consolidation applies to this Security Agreement.

19. NO OBLIGATION TO ADVANCE

Neither the preparation and execution of this Security Agreement nor the perfection of the Security Interests or the advance of any monies by the Secured Party shall bind the Secured Party to make any advance or loan or further advance or loan, or extend any time for payment of any indebtedness or liability of the Borrower to the Secured Party.

20. WAIVER

The Secured Party may permit the Borrower to remedy any default without waiving the default so remedied. The Secured Party may from time to time and at any time partially or completely waive any right, benefit or default under this Security Agreement but such waiver shall not be a bar to or a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default under this Security Agreement. No waiver shall be effective unless it is in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of such right or any other right.

21. NOTICE

Notice may be given to either party by prepaid mail or delivered to the party for whom it is intended, at the principal address of such party provided in this Security Agreement or at such other

address as may be given in writing by one party to the other, and any notice if mailed shall be deemed to have been given at the expiration of three business days after mailing and if delivered, on delivery.

22. EXTENSIONS

The Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of security interests, and otherwise deal with the Borrower, the Borrower's account debtors, sureties and others and with the Collateral and other security interests as the Secured Party may see fit without prejudice to the Borrower's liability or the Secured Party's right to hold and realize on the Security Interests.

23. NO MERGER

This Security Agreement shall not create any merger or discharge of any of the Obligations, or any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security interest of any form held or which may be held by the Secured Party now or in the future from the Borrower or from any other person. The taking of a judgement respecting any of the Obligations will not operate as a merger of any of the covenants contained in this Security Agreement.

24. RIGHTS CUMULATIVE

The Secured Party's rights and remedies set out in this Security Agreement, and in any other security agreement held by the Secured Party from the Borrower or any other person to secure payment and performance of the Obligations, are cumulative and no right or remedy contained in this Security Agreement or any other security agreements is intended to be exclusive but each will be in addition to every other right or remedy now or hereafter existing at law, in equity or by statute, or pursuant to any other agreement between the Borrower and the Secured Party that may be in effect from time to time.

25. ASSIGNMENT

The Secured Party may, without notice to the Borrower, at any time assign or transfer, or grant a security interest in, all or any of the Obligations, this Security Agreement and the Security Interests. The Borrower agrees that the assignee, transferee or secured party, as the case may be, shall have all of the Secured Party's rights and remedies under this Security Agreement and the Borrower will not assert as a defence, counterclaim, right of set-off or otherwise any claim which it now has or may acquire in the future against the Secured Party in respect of any claim made or any action commenced by such assignee, transferee or secured party, as the case may be, and will pay the assigned Obligations to the assignee, transferee or secured party, as the case may be, as the said Obligations become due.

26. SATISFACTION AND DISCHARGE

Any partial payment or satisfaction of the Obligations, or any ceasing by the Borrower to be indebted to the Secured Party shall not be a redemption or discharge of this Security Agreement. The Borrower shall be entitled to a release and discharge of this Security Agreement upon full payment and satisfaction of all Obligations, and upon written request by the Borrower and, subject to applicable law, payment to the Secured Party of an administrative fee to be fixed by the Secured Party and payment of all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred by the Secured Party in connection with the Obligations and such release and discharge. The Borrower shall, subject to applicable law, pay an administrative fee, to be fixed by the Secured Party, for the preparation or execution of any full or partial release or discharge by the Secured Party of any security it holds, of the Borrower, or of any guarantor or covenantor with respect to any Obligations.

27. ENVIRONMENT

The Borrower represents and agrees that:

- (a) it operates and will continue to operate in conformity with all applicable environmental laws, regulations, standards, codes, ordinances and other requirements of any jurisdiction in which it carries on business and will ensure its staff is trained as required for that purpose;
- (b) it has an environmental emergency response plan and all officers and employees are familiar with that plan and their duties under it;
- (c) it possesses and will maintain all environmental licences, permits and other governmental approvals as may be necessary to conduct its business and maintain the Collateral;
- (d) there has been no complaint, prosecution, investigation or proceeding, environmental or otherwise, respecting the Borrower's business or assets including without limitation the Collateral;
- (f) it will advise the Secured Party immediately upon becoming aware of any environmental problems relating to its business or the Collateral;
- (g) it will provide the Secured Party with copies of all communications with environmental officials and all environmental studies or assessments prepared for the Borrower and it consents to the Secured Party contacting and making enquiries of environmental officials or assessors;
- (h) it will from time to time when requested by the Secured Party provide to the Secured Party evidence of its full compliance with the Borrower's obligations in this Clause 27.

28. ENUREMENT

This Security Agreement shall enure to the benefit of the Secured Party and its successors and assigns, and shall be binding upon the Borrowers and its heirs, executors, administrators, successors and any assigns permitted by the Secured Party, as the case may be.

29. INTERPRETATION

29.1 In this Security Agreement:

- (a) "Collateral" has the meaning set out in Clause 1 and any reference to the Collateral shall, unless the context otherwise requires, be deemed to be a reference to the Collateral in whole or in part;
- (b) "the Act" means the *Personal Property Security Act* of the province in which the Secured Party is located, as described on page 1 of this Security Agreement, and all regulations under the Act, as amended from time to time.

29.2 Words and expressions used in this Security Agreement that have been defined in the Act shall be interpreted in accordance with their respective meanings given in the Act unless otherwise defined in this Security Agreement or unless the context otherwise requires.

29.3 The invalidity or unenforceability of the whole or any part of any clause of this Security Agreement shall not affect the validity or enforceability of any other clause or the remainder of such clause of this Security Agreement.

29.4 The headings used in this Security Agreement have been inserted for convenience of reference only and shall not define, limit, alter or enlarge the meaning of any provision of this Security Agreement.

29.5 This Security Agreement shall be governed by the laws of the province referred to in subclause 29.1(b). For enforcement purposes, the Borrower hereby attorns to the jurisdiction of the courts and laws of any province, state, territory or country in which the Secured Party enforces its rights and remedies hereunder.

30. COPY OF AGREEMENT AND FINANCING STATEMENT

The Borrower:

- (a) acknowledges receiving a copy of this Security Agreement; and
- (b) if the Act so permits, waives all rights to receive from the Secured Party a copy of any financing statement or financing change statement filed, or any verification statement or other document received at any time respecting this Security Agreement.

31. TIME

Time shall in all respects be of the essence.

32. INDEPENDENT ADVICE

The Borrower acknowledges having received, or having had the opportunity to receive, independent legal and accounting advice respecting this Security Agreement and its effect.

33. THE COMMITMENT LETTER

The Secured Party has extended an offer of financing or a commitment letter to the Borrower relating to the loan facilities secured by this Security Agreement. The Borrower acknowledges and agrees that in the event of any discrepancy between any term of this Security Agreement and any term of the commitment letter, the terms of the commitment letter shall apply and take precedence over the terms of this Security Agreement.

IN WITNESS WHEREOF the Borrower has hereunto set his hand and seal or has affixed its corporate seal duly attested by the hand(s) of its proper officer(s) in that behalf, on the day and year first above written.

**LARSON PROPERTIES PARTNERSHIP
CORP.**

Per: 
Kevin Larson – President

I have the authority to bind the Corporation.

SCHEDULE "A"

Subclause 1.1(a):

1. the following specific items, even though they may be included within the descriptions of Collateral (insert description by item or kind):

2. the following serial numbered goods:

Serial	No.	(motor	Year	Make &/Model
		vehicles, trailers, etc.)		

3. Location(s) of the Collateral:

27-33 Market Place, Stratford, ON
40, 48, 50, 60, 66 and 72-74 Daly Avenue, Stratford ON
10 Downie Street, Suite 305, Stratford, ON

This is Exhibit “**K**” referred to in the

Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like mark that starts with a horizontal line, curves upwards and then downwards, ending in a small hook.

A Commissioner for Taking Affidavits

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 12/10/2020
File Currency Date: 12/08/2020
Family(ies): 3
Page(s): 75

SEARCH : Business Debtor : LARSON PROPERTIES PARTNERSHIP CORP.

Report Type: PPSA VERO

Transaction ID: 22984478

The attached report has been created based on the data received by Cyberbahn from the Province of Ontario, Ministry of Government Services.
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THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA.
A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
IN RESPECT OF THE FOLLOWING:

Note: Viewing of this report is optimized in landscape mode.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

SEARCH : Business Debtor : LARSON PROPERTIES PARTNERSHIP CORP.

RUN NUMBER : 344
RUN DATE : 2020/12/09
ID : 20201209103129.35

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

REPORT : PSSR060
PAGE : 1

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 08DEC 2020

ENQUIRY NUMBER 20201209103129.35 CONTAINS 75 PAGE(S), 3 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

TRANSACTIONID=22984478

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RUN NUMBER : 344
 RUN DATE : 2020/12/09
 ID : 20201209103129.35
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
 FILE CURRENCY : 08DEC 2020

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 MINISTRY OF GOVERNMENT SERVICES
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 752301675

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20190613 1717 1590 8848	P PPSA	5

02 DEBTOR
 03 NAME BUSINESS NAME LARSON PROPERTIES PARTNERSHIP CORP.
 04 ADDRESS 25 MARKET PLACE STRATFORD ONTARIO CORPORATION NO. N5A 1A4
 05 DEBTOR
 06 NAME BUSINESS NAME
 07 ADDRESS
 08 SECURED PARTY / LIEN CLAIMANT COSMAN MORTGAGE CAPITAL CORPORATION
 09 ADDRESS UNIT 210 - 2985 DREW ROAD MISSISSAUGA ON L4T 0A7
 COLLATERAL CLASSIFICATION

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

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING AGENT DEVRY, SMITH & FRANK LLP
 17 ADDRESS 100-95 BARBER GREENE ROAD TORONTO ON M3C 3E9
 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 344
 RUN DATE : 2020/12/09
 ID : 20201209103129.35
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
 FILE CURRENCY : 08DEC 2020

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 751488633

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	35		20190523 1038 1901 7059	P PPSA	05

02 DEBTOR
 03 NAME BUSINESS NAME LARSON PROPERTIES PARTNERSHIP CORP.
 04 ADDRESS 27 MARKET PL STRATFORD ONTARIO CORPORATION NO. ON N5A 1A4
 05 DEBTOR DATE OF BIRTH 23FEB1987 FIRST GIVEN NAME KEVIN INITIAL G SURNAME LARSON
 06 NAME BUSINESS NAME
 07 ADDRESS 11 DALY AVE STRATFORD ONTARIO CORPORATION NO. ON N5A 1B7
 08 SECURED PARTY / LIEN CLAIMANT EQUIREX, A DIVISION OF BENNINGTON FINANCIAL CORP.
 09 ADDRESS 101-1465 NORTH SERVICE RD E OAKVILLE ON L6H 1A7
 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		X		X		22MAY2024	

10 YEAR MAKE MODEL V.I.N.
 11 MOTOR
 12 VEHICLE
 13 GENERAL PURSUANT TO LEASE AGREEMENT 20002096, ALL PRESENT AND FUTURE
 14 COLLATERAL EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 20002096 TOGETHER WITH ALL
 15 DESCRIPTION ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
 16 REGISTERING ESC CORPORATE SERVICES LTD.
 17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4
 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 344
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 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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01	002	35		20190523 1038 1901 7059		

02 DEBTOR
 03 NAME BUSINESS NAME M PLACE HOSPITALITY CORP.
 04 ADDRESS 305-10 DOWNIE ST. FESTIVAL SQ STRATFORD ONTARIO CORPORATION NO.
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON N5A 7K4

05 DEBTOR
 06 NAME BUSINESS NAME BARD STEAKHOUSE, THE HUB
 07 ADDRESS 305-10 DOWNIE ST. FESTIVAL SQ STRATFORD ONTARIO CORPORATION NO.
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON N5A 7K4

08 SECURED PARTY /
 LIEN CLAIMANT

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE,
 14 COLLATERAL ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
 15 DESCRIPTION DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,
 16 REGISTERING
 17 AGENT ADDRESS

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

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	003	35		20190523 1038 1901 7059		

01 DATE OF BIRTH 003 FIRST GIVEN NAME KEVIN INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME COOPER DEVELOPMENTS (1) INC.

03

04 ADDRESS 31 MARKET PL STRATFORD ONTARIO CORPORATION NO. ON N5A 1A4

05 DEBTOR DATE OF BIRTH 23FEB1987 FIRST GIVEN NAME KEVIN INITIAL SURNAME KEVIN LARSON

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS 11 DALY AVE STRATFORD ONTARIO CORPORATION NO. ON N5A 1B7

08 SECURED PARTY / LIEN CLAIMANT

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

12 GENERAL EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS,

13 COLLATERAL ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF

14 DESCRIPTION TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY

15 REGISTERING AGENT

16

17 ADDRESS

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

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RUN NUMBER : 344
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01	004	35		20190523 1038 1901 7059		

02 DEBTOR
03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR

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

15 DESCRIPTION THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 5 HVE

16 REGISTERING AGENT

17 ADDRESS

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

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RUN NUMBER : 344
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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02 DEBTOR
03 NAME BUSINESS NAME
04 ADDRESS
05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 COLLATERAL CLASSIFICATION
10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE
13 GENERAL TRUCK 9 STATION SMOKER ASSY C/W 4 CASTER WHEELS 1 20" FIXED DEAD
14 COLLATERAL SQUEEGEE GREEN 1 SMALL UTILITY BRUSH RED MEDIUM BRISTLE 1 SHORT
15 DESCRIPTION HANDLE BRUSH STIFF GREEN 1 51" ULTRA HYGIENE HANDLE PP RED 1 LOBBY
16 REGISTERING AGENT
17 ADDRESS

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

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01	006	35		20190523 1038 1901 7059		

02 DEBTOR
03 NAME BUSINESS NAME
04 ADDRESS
05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 COLLATERAL CLASSIFICATION
10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE
13 GENERAL DUSTPAN W/ BROOM GREEN 1 2KN WHITE TAP SCABBARD 1 ROAST TIER HORN
14 COLLATERAL S/S MEDIUM 1 FDICK BRINE TESTER 0-25% SALOMETER 1 BUTCHER TWINE
15 DESCRIPTION DISPENSER 2 10" CIMITER CURVED 1 51" ALUM HDL GREEN SLEEVE 1 SMALL
16 REGISTERING AGENT
17 ADDRESS

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

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02 DEBTOR
03 NAME BUSINESS NAME
04 ADDRESS
05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 COLLATERAL CLASSIFICATION
10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE
13 GENERAL UTILITY BRUSH GREEN MEDIUM BRISTLE 1 LONG HANDLE BRUSH GREEN 1
14 COLLATERAL WALL/FLOOR WASH BRUSH GREEN 4 BULLY BOOT SIZE 10 BLUE 1 SCABBARD
15 DESCRIPTION CHAIN BELT 1 JET NET 16/3 STITCH POLY 50 METRE 1 POLYBAG SEALER
16 REGISTERING AGENT
17 ADDRESS

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

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	008	35		20190523 1038 1901 7059		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME

03 BUSINESS NAME

04 ADDRESS

05 DEBTOR NAME BUSINESS NAME

06 BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL (USES TAPE-U) 10 TWINE #6R (1260 FT/ROLL) 1 SHARPENER PORTABLE

14 COLLATERAL COUNTERTOP 1 51" ALUM HDL RED SLEEVE 4 SCOOP SMALL 1 MINI BENCH

15 DESCRIPTION SCRAPER GREEN 1 TUBE/VALVE BRUSH STIFF RED 1 LOBBY DUSTPAN W/ BROOM

16 REGISTERING AGENT

17 ADDRESS

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

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RUN NUMBER : 344
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	009	35		20190523 1038 1901 7059		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME

03 BUSINESS NAME

04 ADDRESS

05 DEBTOR NAME BUSINESS NAME

06 BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL RED 1 GLOVE WILCO REGULAR CUFF BLUE LARGE 10 GOWN XL XLONG ELAST

14 COLLATERAL CUTT 4MIL WHITE 1 #7 PRO PUMP C/W SINGLE NDLE 1 TWINE RED/WHITE

15 DESCRIPTION 3PLY 1 KG SPOOL 1750 M 3 8" BREAKING KNIFE CURVED 1 20" FIXED HEAD

16 REGISTERING AGENT

17 ADDRESS

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

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RUN NUMBER : 344
RUN DATE : 2020/12/09
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TYPE OF SEARCH : BUSINESS DEBTOR
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	010	35		20190523 1038 1901 7059		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

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

11 MOTOR

12 VEHICLE

13 GENERAL SQUEEGEE RED 4 SCOOP LARGE 1 MINI BENCH SCRAPER RED 1 LONG HANDLE

14 COLLATERAL BRUSH RED 1 51" ULTRA HYGIENE HANDLE PP GREEN 4 BOOT BEKINA P230

15 DESCRIPTION BLUE SIZE 11 10 18" VR SLEEVES WHITE 4MIL 1 JET NET 22/3 STITCH

16 REGISTERING

17 AGENT ADDRESS

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

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RUN NUMBER : 344
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01	011	35		20190523 1038 1901 7059		

02 DEBTOR
03 NAME BUSINESS NAME
04 ADDRESS
05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 COLLATERAL CLASSIFICATION
10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11 YEAR MAKE MODEL V.I.N.
12 VEHICLE
13 GENERAL POLY 50 METRE 2 TAPE RED PVC 6 6" BONING KNIFE STR STIFF EXTRA WIDE
14 COLLATERAL 1 12" DICKORON STEEL SAPP CUT OVAL RED HANDLE 1 PRO SMOKER 'N
15 DESCRIPTION ROASTER 320T-HVE, E-SERIES VERTICAL SMOKER C/W MAX500 DIGITAL CONTROL
16 REGISTERING AGENT
17 ADDRESS

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

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RUN NUMBER : 344
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01	012	35		20190523 1038 1901 7059		

02 DEBTOR
 03 NAME BUSINESS NAME
 04 ADDRESS
 05 DEBTOR
 06 NAME BUSINESS NAME
 07 ADDRESS
 08 SECURED PARTY / LIEN CLAIMANT
 09 COLLATERAL CLASSIFICATION
 10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
 11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE
 13 GENERAL WITH IMAX DATA CONVERTER, SG300 PELLET SMOKE GENERATOR WITH 16GA
 14 COLLATERAL STAINLESS CONNECTING PIPE TO SMOKEHOUSE, ROOF MOUNTED POWER EXHAUST
 15 DESCRIPTION SYSTEM, (2) 6-STATION STAINLESS STEEL PRODUCT TRUCK, (12) STAINLESS
 16 REGISTERING AGENT
 17 ADDRESS

ONTARIO CORPORATION NO.
 ONTARIO CORPORATION NO.

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

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RUN NUMBER : 344
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01	013	35		20190523 1038 1901 7059		

02 DEBTOR
03 NAME BUSINESS NAME
04 ADDRESS
05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 COLLATERAL CLASSIFICATION
10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE
13 GENERAL STEEL SCREENS AND (60) STAINLESS STEEL V-SHAPED STICKS 1 EPOXY WIRE
14 COLLATERAL SHELVING UNIT 8 PLASTIC SHELF LINER 36 X 18" 6 CAMBRO FOOD STORAGE
15 DESCRIPTION CONTAINER LID - 22 QUARTZ 1 FIRE EXTINGUISHER 3 PVC APRON 36
16 REGISTERING AGENT
17 ADDRESS

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

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02 DEBTOR
 03 NAME BUSINESS NAME
 04 ADDRESS
 05 DEBTOR
 06 NAME BUSINESS NAME
 07 ADDRESS
 08 SECURED PARTY / LIEN CLAIMANT
 09 COLLATERAL CLASSIFICATION
 10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
 11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.
 12 GENERAL DESCRIPTION
 13 CAMBRO FOOD STORAGE CONTAINER LID - 2 AND 4 QUARTZ 4 CROSS-STACK TUB
 14 RED 1 BAG TAPER 3/8" CAPACITY 18 CAMBRO FOOD STORAGE CONTAINERS -
 15 2 QUARTZ 1 WIRE BASKET SHELVING 2 ADDITIONAL EPOXY WIRE SHELVES 36
 16 REGISTERING AGENT
 17 ADDRESS

ONTARIO CORPORATION NO.
 ONTARIO CORPORATION NO.

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

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03 NAME BUSINESS NAME
04 ADDRESS
05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 COLLATERAL CLASSIFICATION
10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE
13 GENERAL X 18" ZINC 6 CAMBRO FOOD STORAGE CONTAINERS - 8 QUARTZ 6 CAMBRO
14 COLLATERAL FOOD STORAGE CONTAINER LID - 8 QUARTZ 1 ADVANCE FLOOR CLEANING
15 DESCRIPTION MACHINE 1 TEMPERATURE GUN 4 ULINE THIN TRASH CAN 1 SANITIZING
16 REGISTERING
17 AGENT ADDRESS

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

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04 ADDRESS
05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 COLLATERAL CLASSIFICATION
10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.
12 GENERAL DESCRIPTION
13 RUBBERMAID SCOOP - PLASTIC 1 ULINE THIN TRASH CAN BLUE 1 CHROME
14 FOOTBATH MAT 2 ALL PURPOSE ACRYLIC DISPENSER - MULTI-COMPARTMENT 3
15 WIRE SHELVES - 36 X 18" PART OF KIT 1 36 X 18 WIRE BASKET 3/CT PART
16 REGISTERING AGENT
17 ADDRESS

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

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02 DEBTOR
03 NAME BUSINESS NAME
04 ADDRESS
05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 COLLATERAL CLASSIFICATION
10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.
12 GENERAL OF KIT 2 CASTERS FOR OPEN WIRE SHELVING UNIT - SET OF 4 12 CAMBRO
14 COLLATERAL FOOD STORAGE CONTAINERS - 12 QUARTZ 1 POLY BRUSH 3 ULINE FIRST AID
15 DESCRIPTION KIT 18 CAMBRO FOOD STORAGE CONTAINERS - 4 QUARTZ 4 CROSS-STACK TUB
16 REGISTERING AGENT
17 ADDRESS

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

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02 DEBTOR
 03 NAME BUSINESS NAME
 04 ADDRESS
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 ONTARIO CORPORATION NO.

05 DEBTOR
 06 NAME BUSINESS NAME
 07 ADDRESS
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 ONTARIO CORPORATION NO.

08 SECURED PARTY /
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 09 ADDRESS

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

11 YEAR MAKE MODEL V.I.N.
 12 MOTOR VEHICLE
 13 GENERAL BLUE 2 RUBBERMAID WET FLOOR SIGN 1 POLY TUBING DISPENSER 1 ULINE
 14 COLLATERAL SERVICE CART 2 ZINC EPOXY WIRE POSTS WITH FEET - 63" PART OF KIT 1
 15 DESCRIPTION 3M 5300 CLEANING PAD 6 NEMESIS SAFETY GLASSES 2 ULINE 2-IN-1 TAPE
 16 REGISTERING AGENT
 17 ADDRESS

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

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02 DEBTOR
03 NAME BUSINESS NAME
04 ADDRESS
05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 COLLATERAL CLASSIFICATION
10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.
12 GENERAL DISPENSER 6 CAMBRO FOOD STORAGE CONTAINERS - 22 QUARTZ 2 DYMO
14 COLLATERAL DESCRIPTION POSTAL SCALE 1 ULINE STANDARD TILT TRUCK - 1/2 CUBIC YARD, GRAY 7
15 ULINE THIN TRASH CAN BLACK 2 POST FOR CHROME WIRE SHELVING - 63"
16 REGISTERING AGENT
17 ADDRESS

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

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01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME

03 BUSINESS NAME

04 ADDRESS

05 DEBTOR NAME BUSINESS NAME

06 BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL PART OF KIT 1 RITMULLER GRAND PIANO 5'3" 7 PIANO HEATERS 4 ST.

14 COLLATERAL TROPEZ 35" SQUARE COUNTER TABLE 22 ST. TROPEZ COUNTER CHAIR 2 72"

15 DESCRIPTION RECTANGULAR DINING TABLE/ 1.625 UMBRELLA HOLE 10 ADDY DINING SIDE

16 REGISTERING AGENT

17 ADDRESS

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

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01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME

03 BUSINESS NAME

04 ADDRESS

05 DEBTOR NAME BUSINESS NAME

06 BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

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

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

12 GENERAL DESCRIPTION

13 CHAIR 1 HARVEST BAR TABLE 8 SWIVEL BAR STOOL 1 ST. TROPEZ 28" SQ

14 COUNTER TABLE 2 CONDAIR B500 UV AUTOMATIC FILL HUMIDIFIER 1 BR01 &

15 BR02 COOLER/FREEZER COMBO 1 BR03 FRESH COOLER BOX 1 BR04 PRODUCTION

16 REGISTERING AGENT

17 ADDRESS

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

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02 DEBTOR
03 NAME BUSINESS NAME
04 ADDRESS
05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 COLLATERAL CLASSIFICATION
10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.
12 GENERAL PLANT COOLER BOX 1 BR05 AGING ROOM COOLER BOX 1 BR06 PROCESSING
14 COLLATERAL COOLER BOX 1 BR07 PRODUCTION PLANT COOLER BOX 10 SQUIRREL MAG SWIPE
15 DESCRIPTION CARDS 1 WORKSTATION 10LXSSD 1 DELL OPTIPLEX 7060 MICRO WINDOWS 10
16 REGISTERING AGENT
17 ADDRESS

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01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME

03 BUSINESS NAME

04 ADDRESS

05 DEBTOR NAME BUSINESS NAME

06 BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL W/ ESET 2 6710U SCALE W/ POST DISPLAY BUNDLE 2 EPSON TM-P20 MOBILE

14 COLLATERAL PRINTER 2 EPSON TM-U220B SERIAL IMPACT PRINTER W/ CUTTER 5 APC UPS

15 DESCRIPTION 350VA BK350 1 EPSON TM-T88VI THERMAL PRINTER 4 HONEYWELL HYPERION

16 REGISTERING AGENT

17 ADDRESS

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

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02 DEBTOR
03 NAME BUSINESS NAME
04 ADDRESS
05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 COLLATERAL CLASSIFICATION
10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE
13 GENERAL 1300G BARCODE READER KIT 2 APG PRINTER DRIVEN CASH DRAWER VASARIO
14 COLLATERAL DUAL MEDIA SLOT 1616 1 APC UPS 1000VA BR1000MS (HOST/MONITOR) 6
15 DESCRIPTION BROWNE MIXING BOWL 1.5 QT S/S 6 BROWNE MIXING BOWL 13 QT S/S 6
16 REGISTERING AGENT
17 ADDRESS

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

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01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME

03 BUSINESS NAME

04 ADDRESS

05 DEBTOR NAME BUSINESS NAME

06 BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
	YEAR MAKE			MODEL		V.I.N.		

11 MOTOR VEHICLE

12 GENERAL DESCRIPTION

13 BROWNE MIXING BOWL 5 QT S/S 6 VOLLRATH BUS BIN LID WHITE 6

14 RUBBERMAID FG334992WHT BUS BIN 15X20X5 WHITE 6 BROWNE TONG 9" S/S 4

15 BROWNE FRENCH WHIP 12" 1 KITCHENAID 4KP26M1XGC STAND MIXER PRO 600

16 REGISTERING AGENT

17 ADDRESS

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

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01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME

03 BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR NAME BUSINESS NAME

06 BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
	YEAR MAKE			MODEL		V.I.N.		

11 MOTOR VEHICLE

12 GENERAL DESCRIPTION

13 CINNAMON 2 VOLLRATH CUTTING BOARD WHITE 2 VOLLRATH CUTTING BOARD

14 RED 1 VOLLRATH CUTTING BOARD GREEN 1 BUNN-O-MATIC ESPRESSO MACHINE

15 CLEAN TAB 1 RABCO COFFEE BRUSH 1 BBC COFFEE EQUIPMENT CLEANER 4

16 REGISTERING AGENT

17 ADDRESS

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

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03 NAME BUSINESS NAME
04 ADDRESS
05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 COLLATERAL CLASSIFICATION
10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE
13 GENERAL RABCO BUN PAN 18 X 26 ALUMINUM 4 RABCO BUN PAN 13 X 18 ALUMINUM 4
14 COLLATERAL RABCO BUN PAN 15 X 21 ALUMINUM 2 LIBBEY BELGIAN BEER GLASS 13OZ 1
15 DESCRIPTION LIBBEY BELGIAN BEER GLASS 16OZ 2 BROWNE CUTTING BOARD 18 X 24 PVC 6
16 REGISTERING AGENT
17 ADDRESS

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

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02 DEBTOR
03 NAME BUSINESS NAME
04 ADDRESS
05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 COLLATERAL CLASSIFICATION
10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11 YEAR MAKE MODEL V.I.N.
12 VEHICLE
13 GENERAL RUBBERMAID RCP-2020793 BIN INGREDIENT 124LB MOBILE 1 MVP KSM-42
14 COLLATERAL REFRIGERATED MERCHANDISER 1 TRUE TSSU-60-16-HC SANDWICH/SALAD
15 DESCRIPTION PREPARATION REFRIGERATOR 2 MVP KGF-23 FREEZER MERCHANDISER 3
16 REGISTERING AGENT
17 ADDRESS

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

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01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME

03 BUSINESS NAME

04 ADDRESS

05 DEBTOR NAME BUSINESS NAME

06 BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL GARLAND GF14 GAS FLOOR FRYER 2 TRIMEN FRYER SPLASH STAINLESS 4 1 5"

14 COLLATERAL PASTRY BRUSH NAT BRISTLES 4 3" PASTRY BRUSH NAT BRISTLES 12

15 DESCRIPTION PULLMAN PAN 4X12" 3 STRAP 1 COVER FOR 4 X 12" PULLMAN PAN 12 MUFFIN

16 REGISTERING AGENT

17 ADDRESS

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

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02 DEBTOR NAME BUSINESS NAME

03 BUSINESS NAME

04 ADDRESS

05 DEBTOR NAME BUSINESS NAME

06 BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL PAN 12-ON 2-3/4" 22GA ALUMINUM STEEL 6 PAN FLAN FLUTED 2" X 1

14 COLLATERAL REMOVABLE 6 ROUND LAYER CAKE PANS 8 X 2 GLAZED 6 ROUND LAYER CAKE

15 DESCRIPTION PANS 10 X 2 GLAZED 1 ADJUSTABLE DOUGH DIVIDER 6-ROW 12 PROOFING

16 REGISTERING AGENT

17 ADDRESS

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

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RUN NUMBER : 344
RUN DATE : 2020/12/09
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 08DEC 2020

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
751488633

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	031	35		20190523 1038 1901 7059		

02 DEBTOR
03 NAME BUSINESS NAME
04 ADDRESS
05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 COLLATERAL CLASSIFICATION
10 CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

YEAR MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE		
12 GENERAL	BASKET 22CM ROUND 1KG	12 PROOFING BASKET 25X16 OVAL 1 KG
13 COLLATERAL	100% LINEN 36" X 26"	4 SCORING BLADES (LAMES) INDIVIDUAL 4 PLASTIC
14 DESCRIPTION	BENCH/DOUGH SCRAPER	4 DOUGH SCRAPER WHITE HANDLE 12 18X26X9" H
15 REGISTERING AGENT		
16		
17	ADDRESS	

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

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RUN NUMBER : 344
RUN DATE : 2020/12/09
ID : 20201209103129.35
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 08DEC 2020

PROVINCE OF ONTARIO
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
751488633

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	032	35		20190523 1038 1901 7059		

02 DEBTOR
03 NAME BUSINESS NAME
04 ADDRESS
05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 COLLATERAL CLASSIFICATION
10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11 YEAR MAKE MODEL V.I.N.
12 VEHICLE
13 GENERAL DOUGH BOX 1 LID DOUGH BOX 1 SMALL-WARE AS PER QUOTE# ORD013097
14 COLLATERAL DATED APR 9,2019 2 DIGI CANADA 63934 SM5300B, LINERLESS W/
15 DESCRIPTION AUTO-CUTTER 15KG 1 KPC2000-06A DIGI SCALE 1 ESCALI M-SERIES NSF
16 REGISTERING AGENT
17 ADDRESS

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

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RUN NUMBER : 344
 RUN DATE : 2020/12/09
 ID : 20201209103129.35
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
 FILE CURRENCY : 08DEC 2020

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
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	033	35		20190523 1038 1901 7059		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME

03 BUSINESS NAME

04 ADDRESS

05 DEBTOR NAME BUSINESS NAME

06 BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL SCALE 6 CUTTING BOARD 2 MAGNETIC 12" WOOD KNIFE BAR 3 GLOVE

14 COLLATERAL DISPENSER 100 MEAT HOOK 2 DUNNAGE SLOTTED 1 CAM SQUARE CONTAINER 1

15 DESCRIPTION KWS-CY-150 BARREL SCALE 150KG 11 METRO MAX 4 21" X 42" STARTER KIT

16 REGISTERING AGENT

17 ADDRESS

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

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RUN NUMBER : 344
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	034	35		20190523 1038 1901 7059		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME

03 BUSINESS NAME

04 ADDRESS

05 DEBTOR NAME BUSINESS NAME

06 BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL 4 SHELF 2 PIE SERVER PLASTIC HANDLE 4 PASTRY BAG HD PLASTIC/CANVAS

14 COLLATERAL 1 TIP SET 27 PIECE 1 CHOPPER 38" EASY 1 MEASURING SPOON 2 S/S

15 DESCRIPTION MEASURING CUP SET 2 MEASURING CUP 2 BOUNCER MEASURING CUP 4 SLAB,

16 REGISTERING AGENT

17 ADDRESS

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

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	035	35		20190523 1038 1901 7059		

02 DEBTOR
03 NAME BUSINESS NAME
04 ADDRESS
05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 COLLATERAL CLASSIFICATION
10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.
12 GENERAL RUBIS 4 # AF20024266 2 GLASS, EP 6MM RUBIS 4 # AF200024048
13 COLLATERAL DESCRIPTION
14 REGISTERING AGENT
15 ADDRESS

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

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RUN NUMBER : 344
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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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01	001	35		20190704 1517 1902 0949			
21	RECORD FILE NUMBER	751488633					
	REFERENCED					RENEWAL YEARS	CORRECT PERIOD
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT				
		FIRST GIVEN NAME	INITIAL SURNAME				
23	REFERENCE						
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	LARSON PROPERTIES PARTNERSHIP CORP.				
25	OTHER CHANGE						
26	REASON/ DESCRIPTION	AMEND GENERAL COLLATERAL					
27							
28							
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME				
05	DEBTOR/ TRANSFEREE	BUSINESS NAME					
03/							
06							ONTARIO CORPORATION NO.
04/07	ADDRESS						
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
08							
09	ADDRESS						
	COLLATERAL CLASSIFICATION						
	CONSUMER GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE	
10	YEAR MAKE	MODEL	V.I.N.				
11	MOTOR VEHICLE						
12	GENERAL COLLATERAL	PURSUANT TO LEASE AGREEMENT 20002096, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 20002096 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,					
13							
14	DESCRIPTION						
15	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	ESC CORPORATE SERVICES LTD. 201-1325 POLSON DRIVE	VERNON		BC	V1T 8H2

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

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21	RECORD FILE NUMBER	751488633			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.
 04/07 ADDRESS

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.			

11 MOTOR VEHICLE
 12 GENERAL ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE,
 14 COLLATERAL ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
 15 DESCRIPTION DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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21	RECORD FILE NUMBER	751488633			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

28
 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

06
 04/07 ADDRESS ONTARIO CORPORATION NO.

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS,
 14 COLLATERAL ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF
 15 DESCRIPTION TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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RUN NUMBER : 344
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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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01	004	35		20190704 1517 1902 0949	
21	RECORD FILE NUMBER	751488633			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE	
24	DEBTOR/ BUSINESS NAME	
	TRANSFEROR	
25	OTHER CHANGE	
26	REASON/	
27	DESCRIPTION	

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/			
05	DEBTOR/		
03/	TRANSFEEE BUSINESS NAME		
06			
04/07	ADDRESS		
29	ASSIGNOR		
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		
08			
09	ADDRESS		

ONTARIO CORPORATION NO.

CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10			
	YEAR MAKE	MODEL	V.I.N.

GENERAL	INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR
11	
12	VEHICLE
13	COLLATERAL COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF
14	DESCRIPTION THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 5 HVE TRUCK
15	REGISTERING AGENT OR
16	SECURED PARTY/ ADDRESS
17	LIEN CLAIMANT

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

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RUN NUMBER : 344
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21	RECORD FILE NUMBER	751488633			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE		
24 DEBTOR/ TRANSFEROR		
25 OTHER CHANGE		
26 REASON/		
27 DESCRIPTION		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/			
05 DEBTOR/			
03/ TRANSFEREE	BUSINESS NAME		
06			
04/07	ADDRESS		
29 ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		
08			
09	ADDRESS		

ONTARIO CORPORATION NO.

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10								
11	YEAR	MAKE		MODEL		V.I.N.		
12	MOTOR VEHICLE							
13	GENERAL	9	STATION SMOKER ASSY C/W 4	CASTER WHEELS 1 20" FIXED DEAD SQUEEGEE				
14	COLLATERAL	GREEN 1	SMALL UTILITY BRUSH RED MEDIUM BRISTLE 1	SHORT HANDLE BRUSH				
15	DESCRIPTION	STIFF GREEN 1	51" ULTRA HYGIENE HANDLE PP RED 1	LOBBY DUSTPAN W/				
16	REGISTERING AGENT OR							
17	SECURED PARTY/	ADDRESS						
	LIEN CLAIMANT							

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

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RUN NUMBER : 344
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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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21	RECORD FILE NUMBER	751488633			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

28
 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

06
 04/07 ADDRESS ONTARIO CORPORATION NO.

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL BROOM GREEN 1 2KN WHITE TAP SCABBARD 1 ROAST TIER HORN S/S MEDIUM 1
 14 COLLATERAL FDICK BRINE TESTER 0-25% SALOMETER 1 BUTCHER TWINE DISPENSER 2 10"
 15 DESCRIPTION CIMITER CURVED 1 51" ALUM HDL GREEN SLEEVE 1 SMALL UTILITY BRUSH
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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RUN NUMBER : 344
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21	RECORD FILE NUMBER	751488633			
	REFERENCED				
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FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE		
24 DEBTOR/ TRANSFEROR		
25 OTHER CHANGE		
26 REASON/		
27 DESCRIPTION		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/			
05 DEBTOR/			
03/ TRANSFEREE	BUSINESS NAME		
06			
04/07	ADDRESS		
29 ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		
08			
09	ADDRESS		

ONTARIO CORPORATION NO.

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10							
11	YEAR	MAKE		MODEL		V.I.N.	
12	MOTOR VEHICLE						
13	GENERAL	GREEN MEDIUM BRISTLE 1	LONG HANDLE BRUSH GREEN 1	WALL/FLOOR WASH			
14	COLLATERAL	BRUSH GREEN 4	BULLY BOOT SIZE 10 BLUE 1	SCABBARD CHAIN BELT 1	JET NET		
15	DESCRIPTION	16/3 STITCH POLY 50	METRE 1 POLYBAG SEALER (USES TAPE-U)	10	TWINE		
16	REGISTERING AGENT OR						
17	SECURED PARTY/	ADDRESS					
	LIEN CLAIMANT						

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

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21	RECORD FILE NUMBER	751488633			
	REFERENCED				
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22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

28
 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

06
 04/07 ADDRESS ONTARIO CORPORATION NO.

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL #6R (1260 FT/ROLL) 1 SHARPENER PORTABLE COUNTERTOP 1 51" ALUM HDL RED
 14 COLLATERAL SLEEVE 4 SCOOP SMALL 1 MINI BENCH SCRAPER GREEN 1 TUBE/VALVE BRUSH
 15 DESCRIPTION STIFF RED 1 LOBBY DUSTPAN W/ BROOM RED 1 GLOVE WILCO REGULAR CUFF
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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21	RECORD FILE NUMBER	751488633			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME
 06 ONTARIO CORPORATION NO.

04/07 ADDRESS
 29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL BLUE LARGE 10 GOWN XL XLONG ELAST CUTT 4MIL WHITE 1 #7 PRO PUMP C/W
 14 COLLATERAL SINGLE NDLE 1 TWINE RED/WHITE 3PLY 1 KG SPOOL 1750 M 3 8" BREAKING
 15 DESCRIPTION KNIFE CURVED 1 20" FIXED HEAD SQUEEGEE RED 4 SCOOP LARGE 1 MINI BENCH
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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RUN NUMBER : 344
 RUN DATE : 2020/12/09
 ID : 20201209103129.35
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
 FILE CURRENCY : 08DEC 2020

PROVINCE OF ONTARIO
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22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.
 04/07 ADDRESS

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL SCRAPER RED 1 LONG HANDLE BRUSH RED 1 51" ULTRA HYGIENE HANDLE PP
 14 COLLATERAL GREEN 4 BOOT BEKINA P230 BLUE SIZE 11 10 18" VR SLEEVES WHITE 4MIL 1
 15 DESCRIPTION JET NET 22/3 STITCH POLY 50 METRE 2 TAPE RED PVC 6 6" BONING KNIFE
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

CONTINUED... 48

RUN NUMBER : 344
 RUN DATE : 2020/12/09
 ID : 20201209103129.35
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
 FILE CURRENCY : 08DEC 2020

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	REFERENCED				
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FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE	
24	DEBTOR/ BUSINESS NAME	
	TRANSFEROR	
25	OTHER CHANGE	
26	REASON/	
27	DESCRIPTION	

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/			
05	DEBTOR/		
03/	TRANSFeree BUSINESS NAME		
06			
04/07	ADDRESS		
29	ASSIGNOR		
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		
08			
09	ADDRESS		

ONTARIO CORPORATION NO.

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10							
11	MOTOR						
12	VEHICLE						
13	GENERAL	STR STIFF EXTRA WIDE 1 12"	DICKORON	STEEL SAPP CUT OVAL RED HANDLE 1			
14	COLLATERAL	PRO SMOKER 'N ROASTER 320T-HVE,	E-SERIES	VERTICAL SMOKER C/W MAX500			
15	DESCRIPTION	DIGITAL CONTROL WITH IMAX DATA CONVERTER,	SG300	PELLET SMOKE			
16	REGISTERING AGENT OR						
17	SECURED PARTY/	ADDRESS					
	LIEN CLAIMANT						

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

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	REFERENCED				
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22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
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 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

28
 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
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06
 04/07 ADDRESS ONTARIO CORPORATION NO.

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
 12 GENERAL GENERATOR WITH 16GA STAINLESS CONNECTING PIPE TO SMOKEHOUSE, ROOF
 14 COLLATERAL MOUNTED POWER EXHAUST SYSTEM, (2) 6-STATION STAINLESS STEEL PRODUCT
 15 DESCRIPTION TRUCK, (12) STAINLESS STEEL SCREENS AND (60) STAINLESS STEEL V-SHAPED
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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RUN NUMBER : 344
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22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
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 27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
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06 ADDRESS ONTARIO CORPORATION NO.

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08 ADDRESS

09 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
 12 GENERAL STICKS 1 EPOXY WIRE SHELVING UNIT 8 PLASTIC SHELF LINER 36 X 18" 6
 14 COLLATERAL CAMBRO FOOD STORAGE CONTAINER LID - 22 QUARTZ 1 FIRE EXTINGUISHER 3
 15 DESCRIPTION PVC APRON 36 CAMBRO FOOD STORAGE CONTAINER LID - 2 AND 4 QUARTZ 4
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
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 27 DESCRIPTION

28
 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

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06
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29 ASSIGNOR
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COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL CROSS-STACK TUB RED 1 BAG TAPER 3/8" CAPACITY 18 CAMBRO FOOD STORAGE
 14 COLLATERAL CONTAINERS - 2 QUARTZ 1 WIRE BASKET SHELVING 2 ADDITIONAL EPOXY WIRE
 15 DESCRIPTION SHELVES 36 X 18" ZINC 6 CAMBRO FOOD STORAGE CONTAINERS - 8 QUARTZ 6
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
 TRANSFEROR
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 26 REASON/
 27 DESCRIPTION

28
 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

06
 04/07 ADDRESS ONTARIO CORPORATION NO.

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL CAMBRO FOOD STORAGE CONTAINER LID - 8 QUARTZ 1 ADVANCE FLOOR CLEANING
 14 COLLATERAL MACHINE 1 TEMPERATURE GUN 4 ULINE THIN TRASH CAN 1 SANITIZING
 15 DESCRIPTION FOOTBATH MAT 2 ALL PURPOSE ACRYLIC DISPENSER - MULTI-COMPARTMENT 3
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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RUN NUMBER : 344
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	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
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 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

28
 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

06
 04/07 ADDRESS ONTARIO CORPORATION NO.

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL RUBBERMAID SCOOP - PLASTIC 1 ULINE THIN TRASH CAN BLUE 1 CHROME WIRE
 14 COLLATERAL SHELVES - 36 X 18" PART OF KIT 1 36 X 18 WIRE BASKET 3/CT PART OF KIT
 15 DESCRIPTION 2 CASTERS FOR OPEN WIRE SHELVING UNIT - SET OF 4 12 CAMBRO FOOD
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

CONTINUED... 54

RUN NUMBER : 344
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 TYPE OF SEARCH : BUSINESS DEBTOR
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	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.
 04/07 ADDRESS

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
 12 GENERAL STORAGE CONTAINERS - 12 QUARTZ 1 POLY BRUSH 3 ULINE FIRST AID KIT 18
 14 COLLATERAL CAMBRO FOOD STORAGE CONTAINERS - 4 QUARTZ 4 CROSS-STACK TUB BLUE 2
 15 DESCRIPTION RUBBERMAID WET FLOOR SIGN 1 POLY TUBING DISPENSER 1 ULINE SERVICE
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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RUN NUMBER : 344
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 TYPE OF SEARCH : BUSINESS DEBTOR
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	REFERENCED				
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22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
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 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

28
 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

06
 04/07 ADDRESS ONTARIO CORPORATION NO.

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL CART 2 ZINC EPOXY WIRE POSTS WITH FEET - 63" PART OF KIT 1 3M 5300
 14 COLLATERAL CLEANING PAD 6 NEMESIS SAFETY GLASSES 2 ULINE 2-IN-1 TAPE DISPENSER 6
 15 DESCRIPTION CAMBRO FOOD STORAGE CONTAINERS - 22 QUARTZ 2 DYMO POSTAL SCALE 1
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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RUN NUMBER : 344
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21	RECORD FILE NUMBER	751488633			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
 TRANSFEROR
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 26 REASON/
 27 DESCRIPTION

28
 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

06
 04/07 ADDRESS ONTARIO CORPORATION NO.

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL ULINE STANDARD TILT TRUCK - 1/2 CUBIC YARD, GRAY 7 ULINE THIN TRASH
 14 COLLATERAL CAN BLACK 2 POST FOR CHROME WIRE SHELVING - 63" PART OF KIT 1
 15 DESCRIPTION RITMULLER GRAND PIANO 5'3" 7 PIANO HEATERS 4 ST. TROPEZ 35" SQUARE
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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RUN NUMBER : 344
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21	RECORD FILE NUMBER	751488633			
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29 ASSIGNOR
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 09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
 12 GENERAL COUNTER TABLE 22 ST. TROPEZ COUNTER CHAIR 2 72" RECTANGULAR DINING
 13 COLLATERAL TABLEW/ 1.625 UMBRELLA HOLE 10 ADDY DINING SIDE CHAIR 1 HARVEST BAR
 14 DESCRIPTION TABLE 8 SWIVEL BAR STOOL 1 ST. TROPEZ 28" SQ COUNTER TABLE 2 CONDAIR
 15 REGISTERING AGENT OR
 16 SECURED PARTY/
 17 LIEN CLAIMANT ADDRESS

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

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COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL B500 UV AUTOMATIC FILL HUMIDIFIER 1 BR01 & BR02 COOLER/FREEZER COMBO
 14 COLLATERAL 1 BR03 FRESH COOLER BOX 1 BR04 PRODUCTION PLANT COOLER BOX 1 BR05
 15 DESCRIPTION AGING ROOM COOLER BOX 1 BR06 PROCESSING COOLER BOX 1 BR07 PRODUCTION
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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RUN NUMBER : 344
 RUN DATE : 2020/12/09
 ID : 20201209103129.35
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
 FILE CURRENCY : 08DEC 2020

PROVINCE OF ONTARIO
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01	022	35		20190704 1517 1902 0949	
21	FILE NUMBER	751488633			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

06 ADDRESS ONTARIO CORPORATION NO.

04/07 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

09 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
 12 GENERAL PLANT COOLER BOX 10 SQUIRREL MAG SWIPE CARDS 1 WORKSTATION 10LXSSD 1
 14 COLLATERAL DELL OPTIPLEX 7060 MICRO WINDOWS 10 W/ ESET 2 6710U SCALE W/ POST
 15 DESCRIPTION DISPLAY BUNDLE 2 EPSON TM-P20 MOBILE PRINTER 2 EPSON TM-U220B SERIAL
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

CONTINUED... 60

RUN NUMBER : 344
 RUN DATE : 2020/12/09
 ID : 20201209103129.35
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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21	RECORD FILE NUMBER	751488633			
	REFERENCED				
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22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
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 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

28
 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

06
 04/07 ADDRESS ONTARIO CORPORATION NO.

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL IMPACT PRINTER W/ CUTTER 5 APC UPS 350VA BK350 1 EPSON TM-T88VI
 14 COLLATERAL THERMAL PRINTER 4 HONEYWELL HYPERION 1300G BARCODE READER KIT 2 APG
 15 DESCRIPTION PRINTER DRIVEN CASH DRAWER VASARIO DUAL MEDIA SLOT 1616 1 APC UPS
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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RUN NUMBER : 344
 RUN DATE : 2020/12/09
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 TYPE OF SEARCH : BUSINESS DEBTOR
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01	024	35		20190704 1517 1902 0949	
21	RECORD FILE NUMBER	751488633			
	REFERENCED				
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FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE	
24	DEBTOR/ BUSINESS NAME	
	TRANSFEROR	
25	OTHER CHANGE	
26	REASON/	
27	DESCRIPTION	

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/			
05	DEBTOR/		
03/	TRANSFeree BUSINESS NAME		
06			
04/07	ADDRESS		
29	ASSIGNOR		
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		
08			
09	ADDRESS		

ONTARIO CORPORATION NO.

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10								
11	MOTOR							
12	VEHICLE							
13	GENERAL	1000VA	BR1000MS (HOST/MONITOR)	6 BROWNE MIXING BOWL	1.5 QT S/S	6		
14	COLLATERAL	BROWNE MIXING BOWL	13 QT S/S	6 BROWNE MIXING BOWL	5 QT S/S	6 VOLLRATH		
15	DESCRIPTION	BUS BIN LID	WHITE 6 RUBBERMAID	FG334992WHT	BUS BIN	15X20X5	WHITE	6
16	REGISTERING AGENT OR							
17	SECURED PARTY/	ADDRESS						
	LIEN CLAIMANT							

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

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RUN NUMBER : 344
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21	FILE NUMBER	751488633			
REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

06 ADDRESS ONTARIO CORPORATION NO.

04/07 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

09 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
 12 GENERAL BROWNE TONG 9" S/S 4 BROWNE FRENCH WHIP 12" 1 KITCHENAID 4KP26M1XGC
 14 COLLATERAL STAND MIXER PRO 600 CINNAMON 2 VOLLRATH CUTTING BOARD WHITE 2
 15 DESCRIPTION VOLLRATH CUTTING BOARD RED 1 VOLLRATH CUTTING BOARD GREEN 1
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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RUN NUMBER : 344
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 TYPE OF SEARCH : BUSINESS DEBTOR
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21	RECORD FILE NUMBER	751488633			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
 TRANSFEROR
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 26 REASON/
 27 DESCRIPTION

28
 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

06
 04/07 ADDRESS ONTARIO CORPORATION NO.

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
 12 GENERAL BUNN-O-MATIC ESPRESSO MACHINE CLEAN TAB 1 RABCO COFFEE BRUSH 1 BBC
 14 COLLATERAL COFFEE EQUIPMENT CLEANER 4 RABCO BUN PAN 18 X 26 ALUMINUM 4 RABCO BUN
 15 DESCRIPTION PAN 13 X 18 ALUMINUM 4 RABCO BUN PAN 15 X 21 ALUMINUM 2 LIBBEY
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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RUN NUMBER : 344
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21	RECORD FILE NUMBER	751488633			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

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 TRANSFEROR
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 27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
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06 ONTARIO CORPORATION NO.
 04/07 ADDRESS

29 ASSIGNOR
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08
 09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL BELGIAN BEER GLASS 13OZ 1 LIBBEY BELGIAN BEER GLASS 16OZ 2 BROWNE
 14 COLLATERAL CUTTING BOARD 18 X 24 PVC 6 RUBBERMAID RCP-2020793 BIN INGREDIENT
 15 DESCRIPTION 124LB MOBILE 1 MVP KSM-42 REFRIGERATED MERCHANDISER 1 TRUE
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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RUN NUMBER : 344
 RUN DATE : 2020/12/09
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01	028	35		20190704 1517 1902 0949	
21	FILE NUMBER	751488633			
REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

FIRST GIVEN NAME	INITIAL	SURNAME
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23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02/
 05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

06
 04/07 ADDRESS ONTARIO CORPORATION NO.

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR	MAKE	MODEL	V.I.N.
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11 MOTOR
 12 VEHICLE
 13 GENERAL TSSU-60-16-HC SANDWICH/SALAD PREPARATION REFRIGERATOR 2 MVP KGF-23
 14 COLLATERAL FREEZER MERCHANDISER 3 GARLAND GF14 GAS FLOOR FRYER 2 TRIMEN FRYER
 15 DESCRIPTION SPLASH STAINLESS 4 1 5" PASTRY BRUSH NAT BRISTLES 4 3" PASTRY BRUSH
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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RUN NUMBER : 344
 RUN DATE : 2020/12/09
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 TYPE OF SEARCH : BUSINESS DEBTOR
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01	029	35		20190704 1517 1902 0949	
21	FILE NUMBER	751488633			
REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

28
 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

06
 04/07 ADDRESS ONTARIO CORPORATION NO.

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL NAT BRISTLES 12 PULLMAN PAN 4X12" 3 STRAP 1 COVER FOR 4 X 12" PULLMAN
 14 COLLATERAL PAN 12 MUFFIN PAN 12-ON 2-3/4" 22GA ALUMINUM STEEL 6 PAN FLAN FLUTED
 15 DESCRIPTION 2" X 1 REMOVABLE 6 ROUND LAYER CAKE PANS 8 X 2 GLAZED 6 ROUND LAYER
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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RUN NUMBER : 344
 RUN DATE : 2020/12/09
 ID : 20201209103129.35
 TYPE OF SEARCH : BUSINESS DEBTOR
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01	030	35		20190704 1517 1902 0949	
21	RECORD FILE NUMBER	751488633			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.
 04/07 ADDRESS

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

09 COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
 12 GENERAL CAKE PANS 10 X 2 GLAZED 1 ADJUSTABLE DOUGH DIVIDER 6-ROW 12 PROOFING
 14 COLLATERAL BASKET 22CM ROUND 1KG 12 PROOFING BASKET 25X16 OVAL 1 KG 4 COUCHE
 15 DESCRIPTION 100% LINEN 36" X 26" 4 SCORING BLADES (LAMES) INDIVIDUAL 4 PLASTIC
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

CONTINUED... 68

RUN NUMBER : 344
RUN DATE : 2020/12/09
ID : 20201209103129.35
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 08DEC 2020

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01	031	35		20190704 1517 1902 0949	
21	RECORD FILE NUMBER	751488633			
REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS
09

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL BENCH/DOUGH SCRAPER 4 DOUGH SCRAPER WHITE HANDLE 12 18X26X9" H DOUGH
14 COLLATERAL BOX 1 LID DOUGH BOX 1 SMALL-WARE AS PER QUOTE# ORD013097 DATED APR
15 DESCRIPTION 9,2019 2 DIGI CANADA 63934 SM5300B, LINERLESS W/ AUTO-CUTTER 15KG 1
16 REGISTERING AGENT OR
17 SECURED PARTY/ ADDRESS
LIEN CLAIMANT

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

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RUN NUMBER : 344
 RUN DATE : 2020/12/09
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21	RECORD FILE NUMBER	751488633			
	REFERENCED				
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22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

28
 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

06
 04/07 ADDRESS ONTARIO CORPORATION NO.

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL KPC2000-06A DIGI SCALE 1 ESCALI M-SERIES NSF SCALE 6 CUTTING BOARD 2
 14 COLLATERAL MAGNETIC 12" WOOD KNIFE BAR 3 GLOVE DISPENSER 100 MEAT HOOK 2 DUNNAGE
 15 DESCRIPTION SLOTTED 1 CAM SQUARE CONTAINER 1 KWS-CY-150 BARREL SCALE 150KG 11
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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RUN NUMBER : 344
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COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL METRO MAX 4 21" X 42" STARTER KIT 4 SHELF 2 PIE SERVER PLASTIC HANDLE
 14 COLLATERAL 4 PASTRY BAG HD PLASTIC/CANVAS 1 TIP SET 27 PIECE 1 CHOPPER 38" EASY
 15 DESCRIPTION 1 MEASURING SPOON 2 S/S MEASURING CUP SET 2 MEASURING CUP 2 BOUNCER
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

CONTINUED... 71

RUN NUMBER : 344
 RUN DATE : 2020/12/09
 ID : 20201209103129.35
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
 FILE CURRENCY : 08DEC 2020

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

REPORT : PSSR060
 PAGE : 71

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	034	35		20190704 1517 1902 0949	
21	RECORD FILE NUMBER	751488633			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

28
 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
 03/ TRANSFEREE BUSINESS NAME

06
 04/07 ADDRESS ONTARIO CORPORATION NO.

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL MEASURING CUP 2 SLAB, RUBIS 4 # AF20024266 2 GLASS, EP 6MM RUBIS 4 #
 14 COLLATERAL AF200024048 , 1 CUSTOM SC30 SAUSAGE STUFFER 1 NELLA 16643 PASTA
 15 DESCRIPTION MACHINE EXTRUDER 1 CUSTON DIES 1 NELLA 13153 MEAT MIXER 1 NELLA 11400
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

CONTINUED... 72

RUN NUMBER : 344
 RUN DATE : 2020/12/09
 ID : 20201209103129.35
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
 FILE CURRENCY : 08DEC 2020

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

REPORT : PSSR060
 PAGE : 72

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	035	35		20190704 1517 1902 0949	
21	RECORD FILE NUMBER	751488633			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE	
24	DEBTOR/ BUSINESS NAME	
	TRANSFEROR	
25	OTHER CHANGE	
26	REASON/	
27	DESCRIPTION	

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/			
05	DEBTOR/		
03/	TRANSFeree BUSINESS NAME		
06			
04/07	ADDRESS		
29	ASSIGNOR		
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		
08			
09	ADDRESS		

ONTARIO CORPORATION NO.

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10								
11	MOTOR							
12	VEHICLE							
13	GENERAL	CHEESE CUTTER 1 NELLA	10060	CHEESE CUTTER PARTS 1 NELLA	MUSSO	ZARA		
14	COLLATERAL	5050 FLOOR	STANDING	ICE CREAM MAKER				
15	DESCRIPTION							
16	REGISTERING AGENT OR							
17	SECURED PARTY/	ADDRESS						
	LIEN CLAIMANT							

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

CONTINUED... 73

RUN NUMBER : 344
 RUN DATE : 2020/12/09
 ID : 20201209103129.35
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
 FILE CURRENCY : 08DEC 2020

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

REPORT : PSSR060
 PAGE : 73

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20201209 1548 1901 0801	
21	RECORD FILE NUMBER	751488633			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	01	
		FIRST GIVEN NAME	INITIAL	SURNAME	
23	REFERENCE				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	LARSON PROPERTIES PARTNERSHIP CORP.		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.			
17	SECURED PARTY/	ADDRESS	201-1325 POLSON DRIVE	VERNON	BC V1T 8H2
	LIEN CLAIMANT				

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

CONTINUED... 74

RUN NUMBER : 344
 RUN DATE : 2020/12/09
 ID : 20201209103129.35
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
 FILE CURRENCY : 08DEC 2020

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

REPORT : PSSR060
 PAGE : 74

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 746614719

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20181206 1403 1462 6329	P PPSA	5

01 DATE OF BIRTH 01
 FIRST GIVEN NAME
 INITIAL SURNAME

02 DEBTOR
 03 NAME BUSINESS NAME LARSON PROPERTIES PARTNERSHIP CORPORATION
 ADDRESS 27 - 31 MARKET PLACE STRATFORD ONTARIO CORPORATION NO. N5A1A4
 ON

04 DATE OF BIRTH 23FEB1987
 FIRST GIVEN NAME KEVIN INITIAL G SURNAME LARSON
 05 DEBTOR
 06 NAME BUSINESS NAME

07 ADDRESS 11 DALY AVENUE STRATFORD ONTARIO CORPORATION NO. N5A1B7
 08 SECURED PARTY / WS LEASING LTD
 LIEN CLAIMANT

09 ADDRESS 1900 - 13450 102 AVENUE SURREY BC V3T5Y1
 COLLATERAL CLASSIFICATION

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

10 YEAR MAKE 2019 JAGUAR MODEL F-PACE PORTFOLIO V.I.N. SADCN2GXXKA391141

11 MOTOR VEHICLE
 12 GENERAL
 13 COLLATERAL
 14 DESCRIPTION
 15 REGISTERING AGENT WS LEASING LTD
 16 ADDRESS 1900 - 13450 102 AVENUE SURREY BC V3T5Y1

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

CONTINUED... 75

RUN NUMBER : 344
RUN DATE : 2020/12/09
ID : 20201209103129.35
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 08DEC 2020

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

REPORT : PSSR060
PAGE : 75

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
752301675	20190613 1717 1590 8848			
751488633	20190523 1038 1901 7059	20190704 1517 1902 0949	20201209 1548 1901 0801	
746614719	20181206 1403 1462 6329			

5 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

This is Exhibit “L” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive letter 'J' or 'C' with a small arrow-like flourish at the end.

A Commissioner for Taking Affidavits

Request ID: 022988469
Transaction ID: 71529868
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/04/23
Time Report Produced: 09:59:25
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2287087	LARSON FINANCIAL SOLUTIONS INC.	2011/06/01
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
804 ONTARIO STREET		NOT APPLICABLE
Suite # 3		New Amal. Number
STRATFORD		NOT APPLICABLE
ONTARIO		Notice Date
CANADA N5A 3K1		NOT APPLICABLE
Mailing Address		Letter Date
NOT AVAILABLE		NOT APPLICABLE
		Revival Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
	Number of Directors	Date Commenced
	Minimum	in Ontario
	Maximum	
	00001	NOT APPLICABLE
	00005	
Activity Classification		Date Ceased
NOT AVAILABLE		in Ontario
		NOT APPLICABLE

Request ID: 022988469
Transaction ID: 71529868
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/04/23
Time Report Produced: 09:59:25
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

2287087

Corporation Name

LARSON FINANCIAL SOLUTIONS INC.

Corporate Name History

LARSON FINANCIAL SOLUTIONS INC.

Effective Date

2011/06/01

Current Business Name(s) Exist:

YES

Expired Business Name(s) Exist:

NO

**Administrator:
Name (Individual / Corporation)**

KEVIN
G.
LARSON

Address

459 ERIE STREET

Suite # 6
STRATFORD
ONTARIO
CANADA N5A 2N3

Date Began

2011/06/01

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 022988469
Transaction ID: 71529868
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/04/23
Time Report Produced: 09:59:25
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

2287087

Corporation Name

LARSON FINANCIAL SOLUTIONS INC.

Administrator:

Name (Individual / Corporation)

KEVIN
G.
LARSON

Address

459 ERIE STREET

Suite # 6
STRATFORD
ONTARIO
CANADA N5A 2N3

Date Began

2011/06/01

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

KEVIN
G.
LARSON

Address

11 DALY AVENUE

STRATFORD
ONTARIO
CANADA N5A 1B7

Date Began

2012/06/01

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 022988469
Transaction ID: 71529868
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/04/23
Time Report Produced: 09:59:25
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

2287087

Corporation Name

LARSON FINANCIAL SOLUTIONS INC.

Administrator:

Name (Individual / Corporation)

KEVIN
G
LARSON

Address

11 DALY AVENUE

STRATFORD
ONTARIO
CANADA N5A 1B7

Date Began

2012/06/01

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

KEVIN
G
LARSON

Address

11 DALY AVENUE

STRATFORD
ONTARIO
CANADA N5A 1B7

Date Began

2012/06/01

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 022988469
Transaction ID: 71529868
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/04/23
Time Report Produced: 09:59:25
Page: 5

CORPORATION PROFILE REPORT

Ontario Corp Number

2287087

Corporation Name

LARSON FINANCIAL SOLUTIONS INC.

Administrator:

Name (Individual / Corporation)

KEVIN
G.
LARSON

Address

459 ERIE STREET

Suite # 6
STRATFORD
ONTARIO
CANADA N5A 2N3

Date Began

2013/03/20

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 022988469
Transaction ID: 71529868
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/04/23
Time Report Produced: 09:59:25
Page: 6

CORPORATION PROFILE REPORT

Ontario Corp Number

2287087

Corporation Name

LARSON FINANCIAL SOLUTIONS INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2017	1C	2018/08/12 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

This is Exhibit “M” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive letter 'J' that loops back to the right.

A Commissioner for Taking Affidavits

Request ID: 022988474
Transaction ID: 71529879
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/04/23
Time Report Produced: 09:59:35
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date		
2402759	M PLACE HOSPITALITY CORP.	2014/01/10		
		Jurisdiction		
		ONTARIO		
Corporation Type	Corporation Status	Former Jurisdiction		
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE		
Registered Office Address		Date Amalgamated	Amalgamation Ind.	
MR. KEVIN LARSON 10 DOWNIE STREET FESTIVAL SQUARE Suite # 305 STRATFORD ONTARIO CANADA N5A 7K4		NOT APPLICABLE	NOT APPLICABLE	
		New Amal. Number	Notice Date	
		NOT APPLICABLE	NOT APPLICABLE	
			Letter Date	
			NOT APPLICABLE	
Mailing Address		Revival Date	Continuation Date	
MR. KEVIN LARSON 10 DOWNIE STREET FESTIVAL SQUARE Suite # 305 STRATFORD ONTARIO CANADA N5A 7K4		NOT APPLICABLE	NOT APPLICABLE	
		Transferred Out Date	Cancel/Inactive Date	
		NOT APPLICABLE	NOT APPLICABLE	
		EP Licence Eff.Date	EP Licence Term.Date	
		NOT APPLICABLE	NOT APPLICABLE	
	Number of Directors	Date Commenced	Date Ceased	
	Minimum	in Ontario	in Ontario	
	00001	00010	NOT APPLICABLE	NOT APPLICABLE
Activity Classification				
NOT AVAILABLE				

Request ID: 022988474
Transaction ID: 71529879
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/04/23
Time Report Produced: 09:59:35
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

2402759

Corporation Name

M PLACE HOSPITALITY CORP.

Corporate Name History

M PLACE HOSPITALITY CORP.

Effective Date

2018/12/21

BARD'S ON MARKETPLACE INC.

2014/01/10

Current Business Name(s) Exist:

YES

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

SHERRI

HISLOP

Address

36 MOORE ST.

STRATFORD
ONTARIO
CANADA N4Z 1J5

Date Began

2014/01/10

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 022988474
Transaction ID: 71529879
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/04/23
Time Report Produced: 09:59:35
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

2402759

Corporation Name

M PLACE HOSPITALITY CORP.

Administrator:

Name (Individual / Corporation)

SHERRI
HISLOP

Address

36 MOORE ST.

STRATFORD
ONTARIO
CANADA N4Z 1J5

Date Began

2014/01/10

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Administrator:

Name (Individual / Corporation)

KEVIN
GARY
LARSON

Address

11 DALY AVE

STRATFORD
ONTARIO
CANADA N5A 1B7

Date Began

2014/01/10

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 022988474
Transaction ID: 71529879
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/04/23
Time Report Produced: 09:59:35
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

2402759

Corporation Name

M PLACE HOSPITALITY CORP.

Administrator:

Name (Individual / Corporation)

KEVIN
LARSON

Address

11 DALY AVENUE

STRATFORD
ONTARIO
CANADA N5A 1B7

Date Began

2014/01/10

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

KEVIN
LARSON

Address

11 DALY AVENUE

STRATFORD
ONTARIO
CANADA N5A 1B7

Date Began

2014/01/10

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 022988474
Transaction ID: 71529879
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/04/23
Time Report Produced: 09:59:35
Page: 5

CORPORATION PROFILE REPORT

Ontario Corp Number

2402759

Corporation Name

M PLACE HOSPITALITY CORP.

Administrator:

Name (Individual / Corporation)

KEVIN
LARSON

Address

11 DALY AVENUE

STRATFORD
ONTARIO
CANADA N5A 1B7

Date Began

2014/01/10

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

KEVIN
LARSON

Address

48-50 DALY STREET

STRATFORD
ONTARIO
CANADA N5A 1B8

Date Began

2014/10/14

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 022988474
Transaction ID: 71529879
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/04/23
Time Report Produced: 09:59:35
Page: 6

CORPORATION PROFILE REPORT

Ontario Corp Number

2402759

Corporation Name

M PLACE HOSPITALITY CORP.

Administrator:

Name (Individual / Corporation)

KEVIN

LARSON

Address

11 DALY AVENUE

STRATFORD
ONTARIO
CANADA N5A 1B7

Date Began

2014/10/14

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Request ID: 022988474
Transaction ID: 71529879
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/04/23
Time Report Produced: 09:59:35
Page: 7

CORPORATION PROFILE REPORT

Ontario Corp Number

2402759

Corporation Name

M PLACE HOSPITALITY CORP.

Last Document Recorded

Act/Code	Description	Form	Date
BCA	ARTICLES OF AMENDMENT	3	2018/12/21

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

This is Exhibit “N” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like mark that starts with a horizontal line, curves upwards and to the right, then loops back down and to the left, ending in a small hook.

A Commissioner for Taking Affidavits

Request ID: 022988472
Transaction ID: 71529875
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/04/23
Time Report Produced: 09:59:30
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2672434	THE HUB STRATFORD INC.	2018/12/21
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
31 MARKETPLACE		NOT APPLICABLE
Suite # 27		Amalgamation Ind.
STRATFORD		NOT APPLICABLE
ONTARIO		New Amal. Number
CANADA N5A 1A4		NOT APPLICABLE
		Notice Date
		NOT APPLICABLE
Mailing Address		Letter Date
NOT AVAILABLE		NOT APPLICABLE
		Revival Date
		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE
Activity Classification	Number of Directors	
NOT AVAILABLE	Minimum	
	00001	
	Maximum	
	00010	

Request ID: 022988472
Transaction ID: 71529875
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/04/23
Time Report Produced: 09:59:30
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

2672434

Corporation Name

THE HUB STRATFORD INC.

Corporate Name History

THE HUB STRATFORD INC.

Effective Date

2018/12/21

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

**Administrator:
Name (Individual / Corporation)**

EDWARD
DARANYI

Address

31 MARKETPLACE
Suite # 27
STRATFORD
ONTARIO
CANADA N5A 1A4

Date Began

2018/12/21

First Director

YES

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 022988472
Transaction ID: 71529875
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/04/23
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CORPORATION PROFILE REPORT

Ontario Corp Number

2672434

Corporation Name

THE HUB STRATFORD INC.

Administrator:

Name (Individual / Corporation)

STACEY

LARSON

Address

31 MARKETPLACE

Suite # 27
STRATFORD
ONTARIO
CANADA N5A 1A4

Date Began

2018/12/21

First Director

YES

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 022988472
Transaction ID: 71529875
Category ID: UN/E

Province of Ontario
Ministry of Government Services

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Last Document Recorded

Act/Code	Description	Form	Date
BCA	ARTICLES OF INCORPORATION	1	2018/12/21 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

This is Exhibit “O” referred to in the

Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like scribble that starts with a small loop on the left and ends with a small arrowhead pointing to the right.

A Commissioner for Taking Affidavits

GENERAL SECURITY AGREEMENT

THIS AGREEMENT dated June 11, 2019.

BETWEEN:

LARSON FINANCIAL SOLUTIONS INC.
804 Ontario Street, Suite 3, Stratford, ON N5A 3K1
(the "Debtor")

AND:

COSMAN MORTGAGE CAPITAL CORPORATION
1606-111 Elizabeth Street, Toronto, ON M5G 1P7
(the "Secured Party")

1. SECURITY INTEREST

1.1 For consideration the Debtor hereby:

- (a) mortgages and charges as a fixed and specific charge, and assigns and transfers to the Secured Party, and grants to the Secured Party a general and continuing security interest in all of the Debtor's present and after acquired personal property including, without limitation:
 - (i) all office, trade, manufacturing and all other equipment and all goods, including, without limitation, machinery, tools, fixtures, computers, furniture, furnishings, chattels, motor vehicles and other tangible personal property that is not Inventory, and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the above (all of which is collectively called the "Equipment");
 - (ii) all inventory, including, without limitation, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, all livestock and their young after conception, all crops and timber, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is collectively called the "Inventory");
 - (iii) all debts, accounts, claims, demands, moneys and choses in action which now are, or which may at any time be, due or owing to or owned by the Debtor and all books, records, documents, papers and electronically recorded data recording,

evidencing or relating to the debts, accounts, claims, demands, moneys and choses in action (all of which is collectively called the "Accounts");

- (iv) all documents of title, chattel paper, instruments, securities and money, and all other personal property, of the Debtor that is not Equipment, Inventory or Accounts;
 - (v) all patents, trade-marks, copyrights, industrial designs, plant breeder's rights, integrated circuit topographies, trade-names, goodwill, confidential information, trade secrets and know-how, including without limitation, environmental technology and bio-technology, software and any registrations and applications for registration of the foregoing and all other intellectual and industrial property of the Debtor (all of which is collectively called the "Intellectual Property");
 - (vi) all the Debtor's contractual rights, licenses and all other choses in action of every kind which now are, or which may at any time be due or owing to or owned by the Debtor, and all other intangible property of the Debtor, that is not Accounts, chattel paper, instruments, documents of title, Intellectual Property, securities or money;
 - (vii) the personal property described in Schedule "A" attached to this Agreement and all additions thereto and replacements thereof; and
 - (viii) all proceeds of every nature and kind arising from the personal property referred to in this Security Agreement;
- (b) grants to the Secured Party a general and continuing security interest and charges by way of a floating charge:
- (i) all of the undertaking and assets of the Debtor, of every nature or kind and wherever situate, whether presently owned or hereafter acquired, and all their proceeds, other than its assets and undertakings that are otherwise validly and effectively subject to the charges and security interests in favour of the Secured Party created pursuant to this Clause 1.1.

1.2 The security interests, mortgages, transfers, assignments, charges, grants and conveyances created pursuant to Clause 1.1 shall be collectively called the "Security Interests", and the property subject to the Security Interests and all property, assets and undertaking charged, assigned or transferred or secured by any instruments supplemental to or in implementation of this Security Agreement are collectively called the "Collateral".

1.3 The schedules, including definitions, form part of this Security Agreement.

2. EXCEPTIONS

2.1 The last day of the term created by any lease or agreement is excepted out of any charge or the Security Interests but the Debtor shall stand possessed of the reversion and shall remain upon trust to assign and dispose of it to any third party as the Secured Party shall direct.

2.2 All the Debtor's consumer goods are excepted out of the Security Interests.

3. ATTACHMENT

The Debtor agrees that the Security Interests attach upon the signing of this Security Agreement (or in the case of after acquired property, upon the date of acquisition), that value has been given, and that the Debtor has (or in the case of after acquired property, will have upon the date of acquisition) rights in the Collateral and the Debtor confirms that there has been no agreement between the Debtor and the Secured Party to postpone the time for attachment of the Security Interests and that it is the Debtor's understanding that the Secured Party intends the Security Interests to attach at the same time.

4. PURCHASE MONEY SECURITY INTEREST

The Debtor acknowledges and agrees that the Security Interests constitute and are intended to create Purchase Money Security Interests in Collateral to the extent that moneys advanced by the Secured Party, including all future advances and re-advances, are used or are to be used, in whole or in part, to purchase or otherwise to acquire rights in Collateral.

5. OBLIGATIONS SECURED

This Security Agreement is in addition to and not in substitution for any other security interest or charge now or in the future held by the Secured Party from the Debtor or from any other person and shall be general and continuing security for the payment and performance of all indebtedness, liabilities and obligations of the Debtor to the Secured Party (including interest thereon), whether incurred prior to, at the time of or after the signing of this Security Agreement including extensions and renewals, and all other liabilities of the Debtor to the Secured Party, present and future, absolute or contingent, joint or several, direct or indirect, matured or not, extended or renewed, wherever and however incurred, including all advances on current or running account, future advances and re-advances of any loans or credit by the Secured Party and the Debtor's obligation and liability under any contract or guarantee now or in the future in existence whereby the Debtor guarantees payment of the debts, liabilities and/or obligations of a third party to the Secured Party, and for the performance of all obligations of the Debtor to the Secured Party, whether or not contained in this Security Agreement (all of which indebtedness, liabilities and obligations are collectively called the "Obligations").

6. REPRESENTATIONS AND WARRANTIES

6.1 The Debtor represents and warrants to the Secured Party that:

- (a) if a corporation, it is a corporation incorporated and organised and validly existing and in good standing under the laws of the jurisdiction of its incorporation; it has the corporate power to own or lease its property and to carry on the business conducted by it; it is qualified as a corporation to carry on the business conducted by it and to own or lease its property and is in good standing under the laws of each jurisdiction in which the nature of its business or the property owned or leased by it makes such qualification necessary; and the execution, delivery and performance of this Security Agreement are within its corporate powers, have been authorised and do not contravene, violate or conflict with any law or the terms and provisions of its constating documents or its by-laws or any shareholders agreement or any other agreement, indenture or undertaking to which the Debtor is a party or by which it is bound;
- (b) if it is a corporation, its name as set forth on page 1 of this Security Agreement is its full, true and correct name as stated in its constating documents and if such name is in English, it does not have or use a French language form of its name or a combined English language and French language form of its name and vice versa, and the Debtor has provided a written memorandum to the Secured Party accurately setting forth all prior names under which the Debtor has operated;
- (c) if it is a partnership, its name as set forth on page 1 is its full, true and correct, and where required or voluntarily registered its registered, name; it is a partnership validly created and organised and validly existing under the laws of the jurisdiction of its creation; it has the power to carry on the business conducted by it; it is qualified as a partnership to carry on the business conducted by it and is in good standing under the laws of each jurisdiction in which the nature of its business makes such qualification necessary; and the execution, delivery and performance of this Agreement are within its powers, have been authorised, and do not contravene, violate or conflict with any law or the terms of its partnership agreement or any other agreement, indenture or undertaking to which the Debtor is a party or by which it is bound, and a complete list of the names, addresses and (if individuals) the dates of birth of the partners of the partnership are set forth on a Schedule attached to this Security Agreement;
- (d) if the Debtor is an individual, that individual's full name and address provided to the Secured Party are the individual's full and correct name and address and the individual's date of birth as described on the individual's birth certificate a true copy of which has been provided to the Secured Party or, if no birth certificate issued from any jurisdiction in Canada exists, as described on the documents provided to the Secured Party is the individual's correct birth date;
- (e) there is no litigation or governmental proceedings commenced or pending against or affecting the Collateral or the Debtor, in which a decision adverse to the Debtor would constitute or result in a material adverse change in the business, operations, properties or assets or in the condition, financial or otherwise, of the Debtor; and the Debtor

agrees to promptly notify the Secured Party of any such future litigation or governmental proceeding;

- (f) it does not have any information or knowledge of any facts relating to its business, operations, property or assets or to its condition, financial or otherwise, which it has not disclosed to the Secured Party in writing and which, if known to the Secured Party, might reasonably be expected to deter the Secured Party from extending credit or advancing funds to the Debtor;
- (g) it has good title and lawfully owns and possesses all presently held Collateral, free from all security interests, charges, encumbrances, liens and claims, save only the Security Interests and the charges or security interests consented to in writing by the Secured Party, and it has not granted any licenses in or of its Intellectual Property other than as disclosed and consented to by the Secured Party;
- (h) to the extent that any of the Collateral includes serial numbered goods and motor vehicles which require serial number registration by virtue of the Act and its regulations including motor vehicles, trailers, manufactured homes, mobile homes, boats, outboard motors for boats or aircraft, the Debtor has given the full and correct serial numbers and any Ministry of Transport designation marks or other relevant licensing authority marks of all such Collateral to the Secured Party;
- (i) the Collateral is and/or will be located at the place(s) described in Schedule "A" and will not be removed from such location(s) without the prior written consent of the Secured Party;
- (j) this Security Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) of the Debtor, if the Debtor is a corporation, or, if the Debtor is a partnership, of the partners of the Debtor, and all other requirements have been fulfilled to authorise and make the execution and delivery of this Security Agreement, and the performance of the Debtor's obligations valid and there is no restriction contained in the constating documents of the Debtor or in any shareholders agreement or partnership agreement which restricts the powers of the authorised signatories of the Debtor to borrow money or give security; and
- (k) the Debtor's place(s) of business and chief executive office have been correctly provided to the Secured Party.

7. COVENANTS OF THE DEBTOR

7.1 The Debtor covenants with the Secured Party that while this Security Agreement remains in effect the Debtor will:

- (a) promptly pay and satisfy the Obligations as they become due or are demanded;

- (b) defend the title to the Collateral for the Secured Party's benefit, against the claims and demands of all persons;**
- (c) fully and effectually maintain and ensure that the Security Interests are and continue to be valid and effective;**
- (d) maintain the Collateral in good condition and repair and provide adequate storage facilities to protect the Collateral and not permit the value of the Collateral to be impaired;**
- (e) observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;**
- (f) forthwith pay and satisfy:**
 - (i) all taxes, assessments, rates, duties, levies, government fees, claims and dues lawfully levied, assessed or imposed upon it or the Collateral when due, unless the Debtor shall in good faith contest its obligations so to pay and shall furnish to the Secured Party such security as the Secured Party may require;**
 - (ii) all security interests, charges, encumbrances, liens and claims which rank or could rank in priority to, or on an equal basis with, any of the Security Interests; and**
 - (iii) all fees from time to time chargeable by the Secured Party arising out of any term of the commitment letter between the Secured Party and the Debtor including, without limitation, inspection, administration and returned cheque handling fees;**
- (g) forthwith pay and satisfy all costs, charges, expenses and legal fees and disbursements (on a solicitor and its own client basis) which may be incurred by the Secured Party in connection with granting loans or credit to the Debtor, including for:**
 - (i) inspecting the Collateral;**
 - (ii) negotiating, preparing, perfecting, registering or renewing the registration of this Security Agreement and the Security Interests, any Financing or Financing Change Statement, any modification or amending agreement and other documents relating to the Debtor's obligations, whether or not relating to this Security Agreement;**
 - (iii) complying with any disclosure requirements under the Act;**
 - (iv) investigating title to the Collateral;**

- (v) taking, recovering, keeping possession and disposing of the Collateral;
- (vi) maintaining the Collateral in good repair, storing the Collateral and preparing the Collateral for disposition;
- (vii) any inspection, appraisal, investigation or environmental audit of the Collateral and the cost of any environmental rehabilitation, treatment, removal or repair necessary to protect, preserve or remedy the Collateral including any fine or penalty the Secured Party becomes obligated to pay by reason of any statute, order or direction of competent authority;
- (viii) all other actions and proceedings taken to preserve the Collateral, enforce this Security Agreement and of any other security interest held by the Secured Party as security for the Obligations, protect the Secured Party from liability in connection with the Security Interests or assist the Secured Party in its loan and credit granting or realization of the Security Interest, including any actions under the Bankruptcy and Insolvency Act (Canada) and all remuneration of any Receiver (as defined in Article 15 hereof) or appointed pursuant to the Bankruptcy and Insolvency Act (Canada);
- (ix) any sums the Secured Party pays as fines, or as clean up costs because of contamination of or from your assets. Further, you will indemnify the Secured Party and its employees and agents from any liability or costs incurred including legal defense costs. Your obligation under this paragraph continues even after the Obligations are repaid and this agreement is terminated.
- (h) at the Secured Party's request, execute and deliver further documents and instruments and do all acts as the Secured Party in its absolute discretion requires to confirm, register and perfect, and maintain the registration and perfection of, the Security Interests;
- (i) notify the Secured Party promptly of:
 - (i) any change in the information contained in this Security Agreement relating to the Debtor, its business or the Collateral, including, without limitation, any change of name or address (including any change of trade name, proprietor or partner) and any change in the present location of any Collateral;
 - (ii) the details of any material acquisition of Collateral, including the acquisition of any motor vehicles, trailers, manufactured homes, boats or aircraft;
 - (iii) any material loss or damage to the Collateral;
 - (iv) any material default by any account debtor in the payment or other performance

of its obligations to the Debtor respecting any Accounts;

- (v) any claims against the Debtor including claims in respect of the Intellectual Property or of any actions taken by the Debtor to defend the registration of or the validity of or any infringement of the Intellectual Property;
- (vi) the return to or repossession by the Debtor of Collateral that was disposed of by the Debtor; and
- (vii) all additional places of business and any changes in its place(s) of business or chief executive office;
- (j) prevent the Collateral, other than Inventory sold, leased, or otherwise disposed of as permitted by this Security Agreement, from being or becoming an accession to property not covered by this Security Agreement;
- (k) carry on and conduct its business and undertaking in a proper and businesslike manner so as to preserve and protect the Collateral and the earnings, income, rents, issues and profits of the Collateral, including maintenance of proper and accurate books of account and records;
- (l) permit the Secured Party and its representatives, at all reasonable times, access to the Collateral including all of the Debtor's property, assets and undertakings and to all its books of account and records for the purpose of inspection and the taking of extracts and copies, whether at the Debtor's premises or otherwise, and the Debtor will render all assistance necessary;
- (m) observe and perform all its obligations under:
 - (i) leases, licences, undertakings, and any other agreements to which it is a party;
 - (ii) any statute or regulation, federal, provincial, territorial, or municipal, to which it is subject;
- (n) deliver to the Secured Party from time to time promptly upon request:
 - (i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral to allow the Secured Party to inspect, audit or copy them;
 - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;

- (iv) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Secured Party may reasonably require;
- (o) with respect to the Intellectual Property, take all necessary steps and initiate all necessary proceedings, to maintain the registration or recording of the Intellectual Property, to defend the Intellectual Property from infringement and to prevent any licensed or permitted user from doing anything that may invalidate or otherwise impair the Intellectual Property;
- (p) with respect to copyright forming part of the Intellectual Property, provide to the Secured Party waivers of the moral rights thereto executed by all contributors or authors of the copyrighted work;
- (q) receive and hold in trust on behalf of and for the benefit of the Secured Party all proceeds from the sale or other disposition of any Collateral;
- (r) consent to the Secured Party contacting and making enquiries of the Debtor's lessors, as well as municipal or other government officials or assessors; and
- (s) observe and perform the additional covenants and agreements set out in any schedules to this Security Agreement.

7.2 Any amounts required to be paid to the Secured Party by the Debtor under this Clause 7 shall be immediately payable with interest at the highest rate borne by any of the Obligations until all amounts have been paid.

7.3 This Security Agreement shall remain in effect until it has been terminated by the Secured Party by notice of termination to the Debtor and all registrations relating to the Security Agreement have been discharged.

8. INSURANCE

8.1 The Debtor covenants that while this Security Agreement is in effect the Debtor shall:

- (a) maintain or cause to be maintained insurance on the Collateral with a reputable insurer, of kinds, for amounts and payable to such person or persons, all as the Secured Party may require, and in particular maintain insurance on the Collateral to its full insurable value against loss or damage by fire and all other risks of damage, including an extended coverage endorsement and in the case of motor vehicles, insurance against theft;
- (b) cause the insurance policy or policies required by this Security Agreement to be assigned to the Secured Party, including a standard mortgage clause or a mortgage endorsement, as the Secured Party may require;

- (c) pay all premiums respecting such insurance, and deliver all policies to the Secured Party, if it so requires.

8.2 If proceeds of any required insurance becomes payable, the Secured Party may, in its absolute discretion, apply these proceeds to the Obligations as the Secured Party sees fit or release any insurance proceeds to the Debtor to repair, replace or rebuild, but any release of insurance proceeds to the Debtor shall not operate as a payment on account of the Obligations or in any way affect this Security Agreement or the Security Interests.

8.3 The Debtor will forthwith, on the happening of loss or damage to the Collateral, notify the Secured Party and furnish to the Secured Party at the Debtor's expense any necessary proof and do any necessary act to enable the Secured Party to obtain payment of the insurance proceeds, but nothing shall limit the Secured Party's right to submit to the insurer a proof of loss on its own behalf.

8.4 The Debtor hereby authorizes and directs the insurer under any required policy of insurance to include the name of the Secured Party as loss payee on any policy of insurance and on any cheque or draft which may be issued respecting a claim settlement under and by virtue of such insurance, and the production by the Secured Party to any insurer of a notarial or certified copy of this Security Agreement (notarized or certified by a notary public or solicitor) shall be the insurer's complete authority for so doing.

8.5 If the Debtor fails to maintain insurance as required, the Secured Party may, but shall not be obliged to, maintain or effect such insurance coverage, or so much insurance coverage as the Secured Party may wish to maintain.

9. OTHER PROHIBITIONS

Without the prior written consent of the Secured Party the Debtor will not:

- (a) create or permit to exist any security interest in, charge, encumbrance or lien over, or claim against any of its property, assets, undertakings including without limitation the Collateral which ranks or could in any event rank in priority to or on an equal basis with any of the Security Interests created by this Security Agreement;
- (b) grant, sell, or otherwise assign any of its chattel paper or any of the Collateral except only Inventory that is disposed of in accordance with Clause 10.2; or
- (c) where the Debtor is a corporation
 - (i) repay or reduce any shareholders loans or other debts due to its shareholders; or
 - (ii) change its name, merge with or amalgamate with any other entity;

10. RESTRICTIONS ON SALE OR DISPOSAL OF COLLATERAL

10.1 Except as provided by this Security Agreement, without the Secured Party's prior written consent the Debtor will not:

- (a) sell, lease, license or otherwise dispose of the Collateral;
- (b) release, surrender or abandon possession of the Collateral; or
- (c) move or transfer the Collateral from the jurisdictions in which the Security Interests have been perfected.

10.2 Provided that the Debtor is not in default under this Security Agreement, the Debtor may lease, sell, license, consign or otherwise deal with items of Inventory only in the ordinary course of its business and for the purposes of carrying on its business.

10.3 Any disposition of any Collateral, excepting sales of Inventory in the ordinary course, shall result in the Debtor holding the proceeds in trust for and on behalf of the Secured Party and subject to the Secured Party's exclusive direction and control. Nothing restricts the Secured Party's rights to attach, seize or otherwise enforce its Security Interests in any Collateral sold or disposed, unless it is sold or disposed with the Secured Party's prior written consent.

11. PERFORMANCE OF OBLIGATIONS

If the Debtor fails to perform its covenants and agreements under this Security Agreement, the Secured Party may, but shall not be obliged to, perform any or all of such covenants and agreements without prejudice to any other rights and remedies of the Secured Party, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and its own client basis) incurred by the Secured Party shall be immediately payable by the Debtor to the Secured Party with interest at the highest rate borne by any of the Obligations and shall be secured by the Security Interests, until all such amounts have been paid.

12. ACCOUNTS

Notwithstanding any other provision of this Security Agreement, the Secured Party may collect, realize, sell or otherwise deal with all or a portion of the Accounts in such manner, upon such terms and conditions and at any time, whether before or after default, as may seem to it advisable, and without notice to the Debtor, except in the case of disposition after default and then subject to the applicable provisions of the Act, if any. All forms of payment received by the Debtor in payment of any Account, or as proceeds, shall be subject to the Security Interests and shall be received and held by the Debtor in trust for the Secured Party.

13. APPROPRIATION OF PAYMENTS

Any and all payments made respecting the Obligations and monies realized from any

Security Interests (including monies collected in accordance with or realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Secured Party sees fit, and the Secured Party may at any time change any appropriation as the Secured Party sees fit.

14. DEFAULT

14.1 Unless waived by the Secured Party, the Debtor shall be in default under this Security Agreement and shall be deemed to be in default under all other agreements between the Debtor and the Secured Party in any of the following events:

- (a) the Debtor defaults, or threatens to default, in payments when due of any of the Obligations; or
- (b) the Debtor is in breach of, or threatens to breach, any term, condition, obligation or covenant made by it to or with the Secured Party, or any representation or warranty of the Debtor to the Secured Party is untrue or ceases to be accurate, whether or not contained in this Security Agreement; or
- (c) the Debtor or a guarantor of the Debtor declares itself to be insolvent or admits in writing its inability to pay its debts generally as they become due, or makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of any provisions for relief under the Bankruptcy and Insolvency Act (Canada), the Companies Creditors' Arrangement Act (Canada) or similar legislation in any jurisdiction, or makes an authorized assignment; or
- (d) a receiver, manager, receiver and manager or receiver-manager of all or a part of the Collateral is appointed; or
- (e) an order is made or a resolution is passed for the winding up of the Debtor or a guarantor of the Debtor; or
- (f) the Debtor or a guarantor of the Debtor ceases or threatens to cease to carry on all or a substantial part of its business or makes or threatens to make a sale of all or substantially all of its assets; or
- (g) distress or execution is levied or issued against all or any part of the Collateral; or
- (h) if the Debtor is a corporation and any member or shareholder:
 - (i) commences an action against the Debtor; or
 - (ii) gives a notice of dissent to the Debtor in accordance with the provisions of any governing legislation; or

- (i) if the Debtor is a corporation and its voting control changes without the Secured Party's prior written consent; or
- (j) the Debtor uses any monies advanced to it by the Secured Party for any purpose other than as agreed upon by the Secured Party; or
- (k) without the Secured Party's prior written consent, the Debtor creates or permits to exist any security interest, charge, encumbrance, lien or claim against any of the Collateral which ranks or could in any event rank in priority to or on an equal basis with any of the Security Interests; or
- (l) the holder of any other security interest, charge, encumbrance, lien or claim against any of the Collateral does anything to enforce or realize on such security interest, charge, encumbrance, lien or claim; or
- (m) the Debtor enters into an amalgamation, a merger or other similar arrangement with any other person without the Secured Party's prior written consent or, if the Debtor is a corporation, it is continued or registered in a different jurisdiction without the Secured Party's prior written consent; or
- (n) the Secured Party on commercially reasonable grounds believes that the prospect of payment or performance of any of the Obligations is impaired or that any of the Collateral is or is about to be placed in jeopardy or removed from the jurisdiction in which this Security Agreement has been registered; or
- (o) the lessor under any lease to the Debtor of any real or personal property takes any steps to or threatens to terminate such lease or otherwise exercise any of its remedies under such lease as a result of any default by the Debtor; or
- (p) the Debtor causes or allows hazardous materials to be brought upon any lands or premises occupied by the Debtor or to be incorporated into any of its assets, or the Debtor causes, permits, or fails to remedy any environmental contamination upon, in or under any of its lands or assets, or fails to comply with any abatement or remediation order given by a responsible authority; or
- (q) any permit, license, certification, quota or order granted to or held by the Debtor is cancelled, revoked or reduced, as the case may be, or any order against the Debtor is enforced, preventing the business of the Debtor from being carried on for more than 5 days or materially adversely changing the condition (financial or otherwise) of the Debtor's business; or
- (r) if an individual, the Debtor dies or is declared incompetent by a court of competent jurisdiction.

15. ENFORCEMENT

15.1 Upon any default under this Security Agreement the Secured Party may declare any or all of the Obligations whether or not payable on demand to become immediately due and payable and the Security Interests will immediately become enforceable. To enforce and realize on the Security Interests the Secured Party may take any action permitted by law or in equity as it may deem expedient and in particular, without limitation, the Secured Party may do any of the following:

- (a)** appoint by instrument a receiver, manager, receiver and manager or receiver-manager (the "Receiver") of all or any part of the Collateral, with or without bond as the Secured Party may determine, and in its absolute discretion remove such Receiver and appoint another in its stead;
- (b)** enter upon any of the Debtor's premises at any time and take possession of the Collateral with power to exclude the Debtor, its agents and its servants, without becoming liable as a mortgagee in possession;
- (c)** preserve, protect and maintain the Collateral and make such replacements and repairs and additions to the Collateral as the Secured Party deems advisable;
- (d)** dispose of all or part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Secured Party may seem reasonable, provided that if any sale, lease or other disposition is on credit the Debtor will not be entitled to be credited with the proceeds of any such sale, lease or other disposition until the monies are actually received;
- (e)** register assignments of the Intellectual Property, and use sell, assign, license or sublicense any of the Intellectual Property; and
- (f)** exercise all of the rights and remedies of a secured party under the Act and any other applicable laws.

15.2 A Receiver appointed pursuant to this Security Agreement insofar as responsibility for its actions is concerned shall be the agent of the Debtor and not of the Secured Party and, to the extent permitted by law or to such lesser extent permitted by its appointment, shall have all the powers of the Secured Party under this Security Agreement, and in addition shall have power to:

- (a)** carry on the Debtor's business and for such purpose from time to time to borrow money either secured or unsecured, and if secured by granting a security interest on the Collateral, such security interest may rank before or on an equal basis with or behind any of the Security Interests and if it does not so specify such security interest shall rank in priority to the Security Interests; and

- (b) make an assignment for the benefit of the Debtor's creditors or a proposal on behalf of the Debtor under the Bankruptcy and Insolvency Act (Canada); and
- (c) commence, continue or defend proceedings in the name of the Receiver or in the name of the Debtor for the purpose of protecting, seizing, collecting, realizing or obtaining possession of or payment for the Collateral; and
- (d) make any arrangement or compromise that the Receiver deems expedient.

15.3 Subject to the claims, if any, of the creditors of the Debtor ranking in priority to this Security Agreement, all amounts realized from the disposition of the Collateral pursuant to this Security Agreement will be applied as the Secured Party, in its absolute discretion and to the full extent permitted by law, may direct as follows:

- (a) in payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and its own client basis) incurred by the Secured Party respecting or incidental to:
 - (i) the exercise by the Secured Party of the rights and powers granted to it by this Security Agreement; and
 - (ii) the appointment of the Receiver and the exercise by the Receiver of the powers granted to it by this Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver;
- (b) in or toward payment to the Secured Party of all principal and other monies (except interest) due in respect of the Obligations;
- (c) in or toward payment to the Secured Party of all interest remaining unpaid respecting the Obligations; and
- (d) in payment to those parties entitled thereto under the Act.

16. GENERAL PROVISIONS PROTECTING THE SECURED PARTY

16.1 To the full extent permitted by law, the Secured Party shall not be liable for any debts contracted by it during enforcement of this Security Agreement, for damages to persons or property or for salaries or non-fulfilment of contracts during any period when the Secured Party shall manage the Collateral upon entry or seizure, nor shall the Secured Party be liable to account as a mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable. The Secured Party shall not be bound to do, observe or perform or to see to the observance or performance by the Debtor of any obligations or covenants imposed upon the Debtor nor shall the Secured Party, in the case of securities, instruments or chattel paper, be obliged to preserve rights against other persons, nor shall the Secured Party be obliged to keep any of the Collateral

identifiable. To the full extent permitted by law, the Debtor waives any provision of law permitted to be waived by it which imposes greater obligations upon the Secured Party than described above.

16.2 Neither the Secured Party nor any Receiver appointed by it shall be liable or accountable for any failure to seize, collect, realize, sell or obtain payments for the Collateral nor shall they be bound to institute proceedings for the purposes of seizing, collecting, realizing or obtaining payment or possession of the Collateral or the preserving of any right of the Secured Party, the Debtor or any other party respecting the Collateral. The Secured Party shall also not be liable for any misconduct, negligence, misfeasance by the Secured Party, the Receiver or any employee or agent of the Secured Party or the Receiver, or for the exercise of the rights and remedies conferred upon the Secured Party or the Receiver by this Security Agreement.

16.3 The Secured Party or any Receiver appointed by it may grant extensions of time and other indulgences, take and give securities, accept compromises, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the debtors of the Debtor, co-obligants, guarantors and others and with the Collateral and other securities as the Secured Party may see fit without liability to the Secured Party and without prejudice to the Secured Party's rights respecting the Obligations or the Secured Party's right to hold and realize the Collateral.

16.4 The Secured Party in its sole discretion may realize upon any other security provided by the Debtor in any order or concurrently with the realization under this Security Agreement whether such security is held by it at the date of this Security Agreement or is provided at any time in the future. No realization or exercise of any power or right under this Security Agreement or under any other security shall prejudice any further realization or exercise until all Obligations have been fully paid and satisfied.

16.5 Any right of the Secured Party and any obligation of the Debtor arising under any other agreements between the Secured Party and the Debtor shall survive the signing, registration and advancement of any money under this Security Agreement, and no merger respecting any such right or obligation shall occur by reason of this Security Agreement. The obligation, if any, of the Debtor to pay legal fees, a commitment fee, a standby fee or administration fees, under the terms of the Secured Party's commitment letter with the Debtor shall survive the signing and registration of this Security Agreement and the Secured Party's advancement of any money to the Debtor and any legal fees, commitment fees, standby fees or administration fees owing by the Debtor shall be secured by the Collateral.

16.6 In the event that the Secured Party registers a notice of assignment of Intellectual Property the Debtor shall be responsible for and shall indemnify the Secured Party against all maintenance and renewal costs in respect thereof, and any costs of initiating or defending litigation, together with all costs, liabilities and damages related thereto.

16.7 Notwithstanding any taking of possession of the Collateral, or any other action which the Secured Party or the Receiver may take, the Debtor now covenants and agrees with the Secured Party that if the money realized upon any disposition of the Collateral is insufficient to pay and satisfy the whole of the Obligations due to the Secured Party at the time of such disposition, the

Debtor shall immediately pay to the Secured Party an amount equal to the deficiency between the amount of the Obligations and the sum of money realized upon the disposition of the Collateral, and the Debtor agrees that the Secured Party may bring action against the Debtor for payment of the deficiency, notwithstanding any defects or irregularities of the Secured Party or the Receiver in enforcing its rights under this Security Agreement.

17. APPOINTMENT OF ATTORNEY

The Debtor hereby irrevocably appoints the Secured Party or the Receiver, as the case may be, with full power of substitution, as the attorney of the Debtor for and in the name of the Debtor to do, make, sign, endorse or execute under seal or otherwise all deeds, documents, transfers, cheques, instruments, demands, assignments, assurances or consents that the Debtor is obliged to sign, endorse or execute and generally to use the name of the Debtor and to do everything necessary or incidental to the exercise of all or any of the powers conferred on the Secured Party, or the Receiver, as the case may be, pursuant to this Security Agreement. This grant and authority shall continue and survive any mental infirmity or legal incapacity of the Debtor subsequent to the execution hereof.

18. CONSOLIDATION

For the purposes of the laws of all jurisdictions in Canada, the doctrine of consolidation applies to this Security Agreement.

19. NO OBLIGATION TO ADVANCE

Neither the preparation and execution of this Security Agreement nor the perfection of the Security Interests or the advance of any monies by the Secured Party shall bind the Secured Party to make any advance or loan or further advance or loan, or extend any time for payment of any indebtedness or liability of the Debtor to the Secured Party.

20. WAIVER

The Secured Party may permit the Debtor to remedy any default without waiving the default so remedied. The Secured Party may from time to time and at any time partially or completely waive any right, benefit or default under this Security Agreement but such waiver shall not be a bar to or a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default under this Security Agreement. No waiver shall be effective unless it is in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of such right or any other right.

21. NOTICE

Notice may be given to either party by prepaid mail or delivered to the party for whom it is intended, at the principal address of such party provided in this Security Agreement or at such other address as may be given in writing by one party to the other, and any notice if mailed shall be

deemed to have been given at the expiration of three business days after mailing and if delivered, on delivery.

22. EXTENSIONS

The Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of security interests, and otherwise deal with the Debtor, the Debtor's account debtors, sureties and others and with the Collateral and other security interests as the Secured Party may see fit without prejudice to the Debtor's liability or the Secured Party's right to hold and realize on the Security Interests.

23. NO MERGER

This Security Agreement shall not create any merger or discharge of any of the Obligations, or any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security interest of any form held or which may be held by the Secured Party now or in the future from the Debtor or from any other person. The taking of a judgement respecting any of the Obligations will not operate as a merger of any of the covenants contained in this Security Agreement.

24. RIGHTS CUMULATIVE

The Secured Party's rights and remedies set out in this Security Agreement, and in any other security agreement held by the Secured Party from the Debtor or any other person to secure payment and performance of the Obligations, are cumulative and no right or remedy contained in this Security Agreement or any other security agreements is intended to be exclusive but each will be in addition to every other right or remedy now or hereafter existing at law, in equity or by statute, or pursuant to any other agreement between the Debtor and the Secured Party that may be in effect from time to time.

25. ASSIGNMENT

The Secured Party may, without notice to the Debtor, at any time assign or transfer, or grant a security interest in, all or any of the Obligations, this Security Agreement and the Security Interests. The Debtor agrees that the assignee, transferee or secured party, as the case may be, shall have all of the Secured Party's rights and remedies under this Security Agreement and the Debtor will not assert as a defence, counterclaim, right of set-off or otherwise any claim which it now has or may acquire in the future against the Secured Party in respect of any claim made or any action commenced by such assignee, transferee or secured party, as the case may be, and will pay the assigned Obligations to the assignee, transferee or secured party, as the case may be, as the said Obligations become due.

26. SATISFACTION AND DISCHARGE

Any partial payment or satisfaction of the Obligations, or any ceasing by the Debtor to be indebted to the Secured Party shall not be a redemption or discharge of this Security Agreement. The Debtor shall be entitled to a release and discharge of this Security Agreement upon full payment and satisfaction of all Obligations, and upon written request by the Debtor and, subject to applicable law, payment to the Secured Party of an administrative fee to be fixed by the Secured Party and payment of all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred by the Secured Party in connection with the Obligations and such release and discharge. The Debtor shall, subject to applicable law, pay an administrative fee, to be fixed by the Secured Party, for the preparation or execution of any full or partial release or discharge by the Secured Party of any security it holds, of the Debtor, or of any guarantor or covenantor with respect to any Obligations.

27. ENVIRONMENT

The Debtor represents and agrees that:

- (a) it operates and will continue to operate in conformity with all applicable environmental laws, regulations, standards, codes, ordinances and other requirements of any jurisdiction in which it carries on business and will ensure its staff is trained as required for that purpose;
- (b) it has an environmental emergency response plan and all officers and employees are familiar with that plan and their duties under it;
- (c) it possesses and will maintain all environmental licences, permits and other governmental approvals as may be necessary to conduct its business and maintain the Collateral;
- (d) there has been no complaint, prosecution, investigation or proceeding, environmental or otherwise, respecting the Debtor's business or assets including without limitation the Collateral;
- (f) it will advise the Secured Party immediately upon becoming aware of any environmental problems relating to its business or the Collateral;
- (g) it will provide the Secured Party with copies of all communications with environmental officials and all environmental studies or assessments prepared for the Debtor and it consents to the Secured Party contacting and making enquiries of environmental officials or assessors;
- (h) it will from time to time when requested by the Secured Party provide to the Secured Party evidence of its full compliance with the Debtor's obligations in this Clause 27.

28. ENUREMENT

This Security Agreement shall enure to the benefit of the Secured Party and its successors and assigns, and shall be binding upon the Debtors and its heirs, executors, administrators, successors and any assigns permitted by the Secured Party, as the case may be.

29. INTERPRETATION

29.1 In this Security Agreement:

- (a) "Collateral" has the meaning set out in Clause 1 and any reference to the Collateral shall, unless the context otherwise requires, be deemed to be a reference to the Collateral in whole or in part;
- (b) "the Act" means the *Personal Property Security Act* of the province in which the Secured Party is located, as described on page 1 of this Security Agreement, and all regulations under the Act, as amended from time to time.

29.2 Words and expressions used in this Security Agreement that have been defined in the Act shall be interpreted in accordance with their respective meanings given in the Act unless otherwise defined in this Security Agreement or unless the context otherwise requires.

29.3 The invalidity or unenforceability of the whole or any part of any clause of this Security Agreement shall not affect the validity or enforceability of any other clause or the remainder of such clause of this Security Agreement.

29.4 The headings used in this Security Agreement have been inserted for convenience of reference only and shall not define, limit, alter or enlarge the meaning of any provision of this Security Agreement.

29.5 This Security Agreement shall be governed by the laws of the province referred to in subclause 29.1(b). For enforcement purposes, the Debtor hereby attorns to the jurisdiction of the courts and laws of any province, state, territory or country in which the Secured Party enforces its rights and remedies hereunder.

30. COPY OF AGREEMENT AND FINANCING STATEMENT

The Debtor:

- (a) acknowledges receiving a copy of this Security Agreement; and
- (b) if the Act so permits, waives all rights to receive from the Secured Party a copy of any financing statement or financing change statement filed, or any verification statement or other document received at any time respecting this Security Agreement.

31. TIME

Time shall in all respects be of the essence.

32. INDEPENDENT ADVICE

The Debtor acknowledges having received, or having had the opportunity to receive, independent legal and accounting advice respecting this Security Agreement and its effect.

33. THE COMMITMENT LETTER

The Secured Party has extended an offer of financing or a commitment letter to the Debtor relating to the loan facilities secured by this Security Agreement. The Debtor acknowledges and agrees that in the event of any discrepancy between any term of this Security Agreement and any term of the commitment letter, the terms of the commitment letter shall apply and take precedence over the terms of this Security Agreement.

IN WITNESS WHEREOF the Debtor has hereunto set his hand and seal or has affixed its corporate seal duly attested by the hand(s) of its proper officer(s) in that behalf, on the day and year first above written.

**LARSON FINANCIAL SOLUTIONS
INC.**

Per: 

Kevin Larson – President

I have the authority to bind the Corporation.

SCHEDULE "A"

Subclause 1.1(a):

1. the following specific items, even though they may be included within the descriptions of Collateral (insert description by item or kind):

2. the following serial numbered goods:

Serial No. (motor vehicles, trailers, etc.)	Year	Make &/Model
--	-------------	-------------------------

3. Location(s) of the Collateral:

27-33 Market Place, Stratford, ON
40, 48, 50, 60, 66 and 72-74 Daly Avenue, Stratford ON
804 Ontario Street, Suite 3, Stratford, ON

This is Exhibit “**P**” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like mark that starts with a horizontal line, loops back, and ends with a small arrowhead pointing to the right.

A Commissioner for Taking Affidavits

GENERAL SECURITY AGREEMENT

THIS AGREEMENT dated June 11, 2019.

BETWEEN:

M PLACE HOSPITALITY CORP.
10 Downie Street, Suite 305, Stratford, ON N5A 7K4
(the "Debtor")

AND:

COSMAN MORTGAGE CAPITAL CORPORATION
1606-111 Elizabeth Street, Toronto, ON M5G 1P7
(the "Secured Party")

1. SECURITY INTEREST

1.1 For consideration the Debtor hereby:

- (a) mortgages and charges as a fixed and specific charge, and assigns and transfers to the Secured Party, and grants to the Secured Party a general and continuing security interest in all of the Debtor's present and after acquired personal property including, without limitation:
 - (i) all office, trade, manufacturing and all other equipment and all goods, including, without limitation, machinery, tools, fixtures, computers, furniture, furnishings, chattels, motor vehicles and other tangible personal property that is not Inventory, and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the above (all of which is collectively called the "Equipment");
 - (ii) all inventory, including, without limitation, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, all livestock and their young after conception, all crops and timber, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is collectively called the "Inventory");
 - (iii) all debts, accounts, claims, demands, moneys and choses in action which now are, or which may at any time be, due or owing to or owned by the Debtor and all books, records, documents, papers and electronically recorded data recording,

evidencing or relating to the debts, accounts, claims, demands, moneys and choses in action (all of which is collectively called the "Accounts");

- (iv) all documents of title, chattel paper, instruments, securities and money, and all other personal property, of the Debtor that is not Equipment, Inventory or Accounts;
 - (v) all patents, trade-marks, copyrights, industrial designs, plant breeder's rights, integrated circuit topographies, trade-names, goodwill, confidential information, trade secrets and know-how, including without limitation, environmental technology and bio-technology, software and any registrations and applications for registration of the foregoing and all other intellectual and industrial property of the Debtor (all of which is collectively called the "Intellectual Property");
 - (vi) all the Debtor's contractual rights, licenses and all other choses in action of every kind which now are, or which may at any time be due or owing to or owned by the Debtor, and all other intangible property of the Debtor, that is not Accounts, chattel paper, instruments, documents of title, Intellectual Property, securities or money;
 - (vii) the personal property described in Schedule "A" attached to this Agreement and all additions thereto and replacements thereof; and
 - (viii) all proceeds of every nature and kind arising from the personal property referred to in this Security Agreement;
- (b) grants to the Secured Party a general and continuing security interest and charges by way of a floating charge:
- (i) all of the undertaking and assets of the Debtor, of every nature or kind and wherever situate, whether presently owned or hereafter acquired, and all their proceeds, other than its assets and undertakings that are otherwise validly and effectively subject to the charges and security interests in favour of the Secured Party created pursuant to this Clause 1.1.

1.2 The security interests, mortgages, transfers, assignments, charges, grants and conveyances created pursuant to Clause 1.1 shall be collectively called the "Security Interests", and the property subject to the Security Interests and all property, assets and undertaking charged, assigned or transferred or secured by any instruments supplemental to or in implementation of this Security Agreement are collectively called the "Collateral".

1.3 The schedules, including definitions, form part of this Security Agreement.

2. EXCEPTIONS

2.1 The last day of the term created by any lease or agreement is excepted out of any charge or the Security Interests but the Debtor shall stand possessed of the reversion and shall remain upon trust to assign and dispose of it to any third party as the Secured Party shall direct.

2.2 All the Debtor's consumer goods are excepted out of the Security Interests.

3. ATTACHMENT

The Debtor agrees that the Security Interests attach upon the signing of this Security Agreement (or in the case of after acquired property, upon the date of acquisition), that value has been given, and that the Debtor has (or in the case of after acquired property, will have upon the date of acquisition) rights in the Collateral and the Debtor confirms that there has been no agreement between the Debtor and the Secured Party to postpone the time for attachment of the Security Interests and that it is the Debtor's understanding that the Secured Party intends the Security Interests to attach at the same time.

4. PURCHASE MONEY SECURITY INTEREST

The Debtor acknowledges and agrees that the Security Interests constitute and are intended to create Purchase Money Security Interests in Collateral to the extent that moneys advanced by the Secured Party, including all future advances and re-advances, are used or are to be used, in whole or in part, to purchase or otherwise to acquire rights in Collateral.

5. OBLIGATIONS SECURED

This Security Agreement is in addition to and not in substitution for any other security interest or charge now or in the future held by the Secured Party from the Debtor or from any other person and shall be general and continuing security for the payment and performance of all indebtedness, liabilities and obligations of the Debtor to the Secured Party (including interest thereon), whether incurred prior to, at the time of or after the signing of this Security Agreement including extensions and renewals, and all other liabilities of the Debtor to the Secured Party, present and future, absolute or contingent, joint or several, direct or indirect, matured or not, extended or renewed, wherever and however incurred, including all advances on current or running account, future advances and re-advances of any loans or credit by the Secured Party and the Debtor's obligation and liability under any contract or guarantee now or in the future in existence whereby the Debtor guarantees payment of the debts, liabilities and/or obligations of a third party to the Secured Party, and for the performance of all obligations of the Debtor to the Secured Party, whether or not contained in this Security Agreement (all of which indebtedness, liabilities and obligations are collectively called the "Obligations").

6. REPRESENTATIONS AND WARRANTIES

6.1 The Debtor represents and warrants to the Secured Party that:

- (a) if a corporation, it is a corporation incorporated and organised and validly existing and in good standing under the laws of the jurisdiction of its incorporation; it has the corporate power to own or lease its property and to carry on the business conducted by it; it is qualified as a corporation to carry on the business conducted by it and to own or lease its property and is in good standing under the laws of each jurisdiction in which the nature of its business or the property owned or leased by it makes such qualification necessary; and the execution, delivery and performance of this Security Agreement are within its corporate powers, have been authorised and do not contravene, violate or conflict with any law or the terms and provisions of its constating documents or its by-laws or any shareholders agreement or any other agreement, indenture or undertaking to which the Debtor is a party or by which it is bound;
- (b) if it is a corporation, its name as set forth on page 1 of this Security Agreement is its full, true and correct name as stated in its constating documents and if such name is in English, it does not have or use a French language form of its name or a combined English language and French language form of its name and vice versa, and the Debtor has provided a written memorandum to the Secured Party accurately setting forth all prior names under which the Debtor has operated;
- (c) if it is a partnership, its name as set forth on page 1 is its full, true and correct, and where required or voluntarily registered its registered, name; it is a partnership validly created and organised and validly existing under the laws of the jurisdiction of its creation; it has the power to carry on the business conducted by it; it is qualified as a partnership to carry on the business conducted by it and is in good standing under the laws of each jurisdiction in which the nature of its business makes such qualification necessary; and the execution, delivery and performance of this Agreement are within its powers, have been authorised, and do not contravene, violate or conflict with any law or the terms of its partnership agreement or any other agreement, indenture or undertaking to which the Debtor is a party or by which it is bound, and a complete list of the names, addresses and (if individuals) the dates of birth of the partners of the partnership are set forth on a Schedule attached to this Security Agreement;
- (d) if the Debtor is an individual, that individual's full name and address provided to the Secured Party are the individual's full and correct name and address and the individual's date of birth as described on the individual's birth certificate a true copy of which has been provided to the Secured Party or, if no birth certificate issued from any jurisdiction in Canada exists, as described on the documents provided to the Secured Party is the individual's correct birth date;
- (e) there is no litigation or governmental proceedings commenced or pending against or affecting the Collateral or the Debtor, in which a decision adverse to the Debtor would constitute or result in a material adverse change in the business, operations, properties or assets or in the condition, financial or otherwise, of the Debtor; and the Debtor

agrees to promptly notify the Secured Party of any such future litigation or governmental proceeding;

- (f) it does not have any information or knowledge of any facts relating to its business, operations, property or assets or to its condition, financial or otherwise, which it has not disclosed to the Secured Party in writing and which, if known to the Secured Party, might reasonably be expected to deter the Secured Party from extending credit or advancing funds to the Debtor;
- (g) it has good title and lawfully owns and possesses all presently held Collateral, free from all security interests, charges, encumbrances, liens and claims, save only the Security Interests and the charges or security interests consented to in writing by the Secured Party, and it has not granted any licenses in or of its Intellectual Property other than as disclosed and consented to by the Secured Party;
- (h) to the extent that any of the Collateral includes serial numbered goods and motor vehicles which require serial number registration by virtue of the Act and its regulations including motor vehicles, trailers, manufactured homes, mobile homes, boats, outboard motors for boats or aircraft, the Debtor has given the full and correct serial numbers and any Ministry of Transport designation marks or other relevant licensing authority marks of all such Collateral to the Secured Party;
- (i) the Collateral is and/or will be located at the place(s) described in Schedule "A" and will not be removed from such location(s) without the prior written consent of the Secured Party;
- (j) this Security Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) of the Debtor, if the Debtor is a corporation, or, if the Debtor is a partnership, of the partners of the Debtor, and all other requirements have been fulfilled to authorise and make the execution and delivery of this Security Agreement, and the performance of the Debtor's obligations valid and there is no restriction contained in the constating documents of the Debtor or in any shareholders agreement or partnership agreement which restricts the powers of the authorised signatories of the Debtor to borrow money or give security; and
- (k) the Debtor's place(s) of business and chief executive office have been correctly provided to the Secured Party.

7. COVENANTS OF THE DEBTOR

7.1 The Debtor covenants with the Secured Party that while this Security Agreement remains in effect the Debtor will:

- (a) promptly pay and satisfy the Obligations as they become due or are demanded;

- (b) defend the title to the Collateral for the Secured Party's benefit, against the claims and demands of all persons;**
- (c) fully and effectually maintain and ensure that the Security Interests are and continue to be valid and effective;**
- (d) maintain the Collateral in good condition and repair and provide adequate storage facilities to protect the Collateral and not permit the value of the Collateral to be impaired;**
- (e) observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;**
- (f) forthwith pay and satisfy:**
 - (i) all taxes, assessments, rates, duties, levies, government fees, claims and dues lawfully levied, assessed or imposed upon it or the Collateral when due, unless the Debtor shall in good faith contest its obligations so to pay and shall furnish to the Secured Party such security as the Secured Party may require;**
 - (ii) all security interests, charges, encumbrances, liens and claims which rank or could rank in priority to, or on an equal basis with, any of the Security Interests; and**
 - (iii) all fees from time to time chargeable by the Secured Party arising out of any term of the commitment letter between the Secured Party and the Debtor including, without limitation, inspection, administration and returned cheque handling fees;**
- (g) forthwith pay and satisfy all costs, charges, expenses and legal fees and disbursements (on a solicitor and its own client basis) which may be incurred by the Secured Party in connection with granting loans or credit to the Debtor, including for:**
 - (i) inspecting the Collateral;**
 - (ii) negotiating, preparing, perfecting, registering or renewing the registration of this Security Agreement and the Security Interests, any Financing or Financing Change Statement, any modification or amending agreement and other documents relating to the Debtor's obligations, whether or not relating to this Security Agreement;**
 - (iii) complying with any disclosure requirements under the Act;**
 - (iv) investigating title to the Collateral;**

- (v) taking, recovering, keeping possession and disposing of the Collateral;
- (vi) maintaining the Collateral in good repair, storing the Collateral and preparing the Collateral for disposition;
- (vii) any inspection, appraisal, investigation or environmental audit of the Collateral and the cost of any environmental rehabilitation, treatment, removal or repair necessary to protect, preserve or remedy the Collateral including any fine or penalty the Secured Party becomes obligated to pay by reason of any statute, order or direction of competent authority;
- (viii) all other actions and proceedings taken to preserve the Collateral, enforce this Security Agreement and of any other security interest held by the Secured Party as security for the Obligations, protect the Secured Party from liability in connection with the Security Interests or assist the Secured Party in its loan and credit granting or realization of the Security Interest, including any actions under the Bankruptcy and Insolvency Act (Canada) and all remuneration of any Receiver (as defined in Article 15 hereof) or appointed pursuant to the Bankruptcy and Insolvency Act (Canada);
- (ix) any sums the Secured Party pays as fines, or as clean up costs because of contamination of or from your assets. Further, you will indemnify the Secured Party and its employees and agents from any liability or costs incurred including legal defense costs. Your obligation under this paragraph continues even after the Obligations are repaid and this agreement is terminated.
- (h) at the Secured Party's request, execute and deliver further documents and instruments and do all acts as the Secured Party in its absolute discretion requires to confirm, register and perfect, and maintain the registration and perfection of, the Security Interests;
- (i) notify the Secured Party promptly of:
 - (i) any change in the information contained in this Security Agreement relating to the Debtor, its business or the Collateral, including, without limitation, any change of name or address (including any change of trade name, proprietor or partner) and any change in the present location of any Collateral;
 - (ii) the details of any material acquisition of Collateral, including the acquisition of any motor vehicles, trailers, manufactured homes, boats or aircraft;
 - (iii) any material loss or damage to the Collateral;
 - (iv) any material default by any account debtor in the payment or other performance

of its obligations to the Debtor respecting any Accounts;

- (v) any claims against the Debtor including claims in respect of the Intellectual Property or of any actions taken by the Debtor to defend the registration of or the validity of or any infringement of the Intellectual Property;
- (vi) the return to or repossession by the Debtor of Collateral that was disposed of by the Debtor; and
- (vii) all additional places of business and any changes in its place(s) of business or chief executive office;
- (j) prevent the Collateral, other than Inventory sold, leased, or otherwise disposed of as permitted by this Security Agreement, from being or becoming an accession to property not covered by this Security Agreement;
- (k) carry on and conduct its business and undertaking in a proper and businesslike manner so as to preserve and protect the Collateral and the earnings, income, rents, issues and profits of the Collateral, including maintenance of proper and accurate books of account and records;
- (l) permit the Secured Party and its representatives, at all reasonable times, access to the Collateral including all of the Debtor's property, assets and undertakings and to all its books of account and records for the purpose of inspection and the taking of extracts and copies, whether at the Debtor's premises or otherwise, and the Debtor will render all assistance necessary;
- (m) observe and perform all its obligations under:
 - (i) leases, licences, undertakings, and any other agreements to which it is a party;
 - (ii) any statute or regulation, federal, provincial, territorial, or municipal, to which it is subject;
- (n) deliver to the Secured Party from time to time promptly upon request:
 - (i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral to allow the Secured Party to inspect, audit or copy them;
 - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;

- (iv) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Secured Party may reasonably require;
- (o) with respect to the Intellectual Property, take all necessary steps and initiate all necessary proceedings, to maintain the registration or recording of the Intellectual Property, to defend the Intellectual Property from infringement and to prevent any licensed or permitted user from doing anything that may invalidate or otherwise impair the Intellectual Property;
- (p) with respect to copyright forming part of the Intellectual Property, provide to the Secured Party waivers of the moral rights thereto executed by all contributors or authors of the copyrighted work;
- (q) receive and hold in trust on behalf of and for the benefit of the Secured Party all proceeds from the sale or other disposition of any Collateral;
- (r) consent to the Secured Party contacting and making enquiries of the Debtor's lessors, as well as municipal or other government officials or assessors; and
- (s) observe and perform the additional covenants and agreements set out in any schedules to this Security Agreement.

7.2 Any amounts required to be paid to the Secured Party by the Debtor under this Clause 7 shall be immediately payable with interest at the highest rate borne by any of the Obligations until all amounts have been paid.

7.3 This Security Agreement shall remain in effect until it has been terminated by the Secured Party by notice of termination to the Debtor and all registrations relating to the Security Agreement have been discharged.

8. INSURANCE

8.1 The Debtor covenants that while this Security Agreement is in effect the Debtor shall:

- (a) maintain or cause to be maintained insurance on the Collateral with a reputable insurer, of kinds, for amounts and payable to such person or persons, all as the Secured Party may require, and in particular maintain insurance on the Collateral to its full insurable value against loss or damage by fire and all other risks of damage, including an extended coverage endorsement and in the case of motor vehicles, insurance against theft;
- (b) cause the insurance policy or policies required by this Security Agreement to be assigned to the Secured Party, including a standard mortgage clause or a mortgage endorsement, as the Secured Party may require;

- (c) pay all premiums respecting such insurance, and deliver all policies to the Secured Party, if it so requires.

8.2 If proceeds of any required insurance becomes payable, the Secured Party may, in its absolute discretion, apply these proceeds to the Obligations as the Secured Party sees fit or release any insurance proceeds to the Debtor to repair, replace or rebuild, but any release of insurance proceeds to the Debtor shall not operate as a payment on account of the Obligations or in any way affect this Security Agreement or the Security Interests.

8.3 The Debtor will forthwith, on the happening of loss or damage to the Collateral, notify the Secured Party and furnish to the Secured Party at the Debtor's expense any necessary proof and do any necessary act to enable the Secured Party to obtain payment of the insurance proceeds, but nothing shall limit the Secured Party's right to submit to the insurer a proof of loss on its own behalf.

8.4 The Debtor hereby authorizes and directs the insurer under any required policy of insurance to include the name of the Secured Party as loss payee on any policy of insurance and on any cheque or draft which may be issued respecting a claim settlement under and by virtue of such insurance, and the production by the Secured Party to any insurer of a notarial or certified copy of this Security Agreement (notarized or certified by a notary public or solicitor) shall be the insurer's complete authority for so doing.

8.5 If the Debtor fails to maintain insurance as required, the Secured Party may, but shall not be obliged to, maintain or effect such insurance coverage, or so much insurance coverage as the Secured Party may wish to maintain.

9. OTHER PROHIBITIONS

Without the prior written consent of the Secured Party the Debtor will not:

- (a) create or permit to exist any security interest in, charge, encumbrance or lien over, or claim against any of its property, assets, undertakings including without limitation the Collateral which ranks or could in any event rank in priority to or on an equal basis with any of the Security Interests created by this Security Agreement;
- (b) grant, sell, or otherwise assign any of its chattel paper or any of the Collateral except only Inventory that is disposed of in accordance with Clause 10.2; or
- (c) where the Debtor is a corporation
 - (i) repay or reduce any shareholders loans or other debts due to its shareholders; or
 - (ii) change its name, merge with or amalgamate with any other entity;

10. RESTRICTIONS ON SALE OR DISPOSAL OF COLLATERAL

10.1 Except as provided by this Security Agreement, without the Secured Party's prior written consent the Debtor will not:

- (a) sell, lease, license or otherwise dispose of the Collateral;
- (b) release, surrender or abandon possession of the Collateral; or
- (c) move or transfer the Collateral from the jurisdictions in which the Security Interests have been perfected.

10.2 Provided that the Debtor is not in default under this Security Agreement, the Debtor may lease, sell, license, consign or otherwise deal with items of Inventory only in the ordinary course of its business and for the purposes of carrying on its business.

10.3 Any disposition of any Collateral, excepting sales of Inventory in the ordinary course, shall result in the Debtor holding the proceeds in trust for and on behalf of the Secured Party and subject to the Secured Party's exclusive direction and control. Nothing restricts the Secured Party's rights to attach, seize or otherwise enforce its Security Interests in any Collateral sold or disposed, unless it is sold or disposed with the Secured Party's prior written consent.

11. PERFORMANCE OF OBLIGATIONS

If the Debtor fails to perform its covenants and agreements under this Security Agreement, the Secured Party may, but shall not be obliged to, perform any or all of such covenants and agreements without prejudice to any other rights and remedies of the Secured Party, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and its own client basis) incurred by the Secured Party shall be immediately payable by the Debtor to the Secured Party with interest at the highest rate borne by any of the Obligations and shall be secured by the Security Interests, until all such amounts have been paid.

12. ACCOUNTS

Notwithstanding any other provision of this Security Agreement, the Secured Party may collect, realize, sell or otherwise deal with all or a portion of the Accounts in such manner, upon such terms and conditions and at any time, whether before or after default, as may seem to it advisable, and without notice to the Debtor, except in the case of disposition after default and then subject to the applicable provisions of the Act, if any. All forms of payment received by the Debtor in payment of any Account, or as proceeds, shall be subject to the Security Interests and shall be received and held by the Debtor in trust for the Secured Party.

13. APPROPRIATION OF PAYMENTS

Any and all payments made respecting the Obligations and monies realized from any

Security Interests (including monies collected in accordance with or realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Secured Party sees fit, and the Secured Party may at any time change any appropriation as the Secured Party sees fit.

14. DEFAULT

14.1 Unless waived by the Secured Party, the Debtor shall be in default under this Security Agreement and shall be deemed to be in default under all other agreements between the Debtor and the Secured Party in any of the following events:

- (a) the Debtor defaults, or threatens to default, in payments when due of any of the Obligations; or
- (b) the Debtor is in breach of, or threatens to breach, any term, condition, obligation or covenant made by it to or with the Secured Party, or any representation or warranty of the Debtor to the Secured Party is untrue or ceases to be accurate, whether or not contained in this Security Agreement; or
- (c) the Debtor or a guarantor of the Debtor declares itself to be insolvent or admits in writing its inability to pay its debts generally as they become due, or makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of any provisions for relief under the Bankruptcy and Insolvency Act (Canada), the Companies Creditors' Arrangement Act (Canada) or similar legislation in any jurisdiction, or makes an authorized assignment; or
- (d) a receiver, manager, receiver and manager or receiver-manager of all or a part of the Collateral is appointed; or
- (e) an order is made or a resolution is passed for the winding up of the Debtor or a guarantor of the Debtor; or
- (f) the Debtor or a guarantor of the Debtor ceases or threatens to cease to carry on all or a substantial part of its business or makes or threatens to make a sale of all or substantially all of its assets; or
- (g) distress or execution is levied or issued against all or any part of the Collateral; or
- (h) if the Debtor is a corporation and any member or shareholder:
 - (i) commences an action against the Debtor; or
 - (ii) gives a notice of dissent to the Debtor in accordance with the provisions of any governing legislation; or

- (i) if the Debtor is a corporation and its voting control changes without the Secured Party's prior written consent; or
- (j) the Debtor uses any monies advanced to it by the Secured Party for any purpose other than as agreed upon by the Secured Party; or
- (k) without the Secured Party's prior written consent, the Debtor creates or permits to exist any security interest, charge, encumbrance, lien or claim against any of the Collateral which ranks or could in any event rank in priority to or on an equal basis with any of the Security Interests; or
- (l) the holder of any other security interest, charge, encumbrance, lien or claim against any of the Collateral does anything to enforce or realize on such security interest, charge, encumbrance, lien or claim; or
- (m) the Debtor enters into an amalgamation, a merger or other similar arrangement with any other person without the Secured Party's prior written consent or, if the Debtor is a corporation, it is continued or registered in a different jurisdiction without the Secured Party's prior written consent; or
- (n) the Secured Party on commercially reasonable grounds believes that the prospect of payment or performance of any of the Obligations is impaired or that any of the Collateral is or is about to be placed in jeopardy or removed from the jurisdiction in which this Security Agreement has been registered; or
- (o) the lessor under any lease to the Debtor of any real or personal property takes any steps to or threatens to terminate such lease or otherwise exercise any of its remedies under such lease as a result of any default by the Debtor; or
- (p) the Debtor causes or allows hazardous materials to be brought upon any lands or premises occupied by the Debtor or to be incorporated into any of its assets, or the Debtor causes, permits, or fails to remedy any environmental contamination upon, in or under any of its lands or assets, or fails to comply with any abatement or remediation order given by a responsible authority; or
- (q) any permit, license, certification, quota or order granted to or held by the Debtor is cancelled, revoked or reduced, as the case may be, or any order against the Debtor is enforced, preventing the business of the Debtor from being carried on for more than 5 days or materially adversely changing the condition (financial or otherwise) of the Debtor's business; or
- (r) if an individual, the Debtor dies or is declared incompetent by a court of competent jurisdiction.

15. ENFORCEMENT

15.1 Upon any default under this Security Agreement the Secured Party may declare any or all of the Obligations whether or not payable on demand to become immediately due and payable and the Security Interests will immediately become enforceable. To enforce and realize on the Security Interests the Secured Party may take any action permitted by law or in equity as it may deem expedient and in particular, without limitation, the Secured Party may do any of the following:

- (a)** appoint by instrument a receiver, manager, receiver and manager or receiver-manager (the "Receiver") of all or any part of the Collateral, with or without bond as the Secured Party may determine, and in its absolute discretion remove such Receiver and appoint another in its stead;
- (b)** enter upon any of the Debtor's premises at any time and take possession of the Collateral with power to exclude the Debtor, its agents and its servants, without becoming liable as a mortgagee in possession;
- (c)** preserve, protect and maintain the Collateral and make such replacements and repairs and additions to the Collateral as the Secured Party deems advisable;
- (d)** dispose of all or part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Secured Party may seem reasonable, provided that if any sale, lease or other disposition is on credit the Debtor will not be entitled to be credited with the proceeds of any such sale, lease or other disposition until the monies are actually received;
- (e)** register assignments of the Intellectual Property, and use sell, assign, license or sub-license any of the Intellectual Property; and
- (f)** exercise all of the rights and remedies of a secured party under the Act and any other applicable laws.

15.2 A Receiver appointed pursuant to this Security Agreement insofar as responsibility for its actions is concerned shall be the agent of the Debtor and not of the Secured Party and, to the extent permitted by law or to such lesser extent permitted by its appointment, shall have all the powers of the Secured Party under this Security Agreement, and in addition shall have power to:

- (a)** carry on the Debtor's business and for such purpose from time to time to borrow money either secured or unsecured, and if secured by granting a security interest on the Collateral, such security interest may rank before or on an equal basis with or behind any of the Security Interests and if it does not so specify such security interest shall rank in priority to the Security Interests; and

- (b) make an assignment for the benefit of the Debtor's creditors or a proposal on behalf of the Debtor under the Bankruptcy and Insolvency Act (Canada); and
- (c) commence, continue or defend proceedings in the name of the Receiver or in the name of the Debtor for the purpose of protecting, seizing, collecting, realizing or obtaining possession of or payment for the Collateral; and
- (d) make any arrangement or compromise that the Receiver deems expedient.

15.3 Subject to the claims, if any, of the creditors of the Debtor ranking in priority to this Security Agreement, all amounts realized from the disposition of the Collateral pursuant to this Security Agreement will be applied as the Secured Party, in its absolute discretion and to the full extent permitted by law, may direct as follows:

- (a) in payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and its own client basis) incurred by the Secured Party respecting or incidental to:
 - (i) the exercise by the Secured Party of the rights and powers granted to it by this Security Agreement; and
 - (ii) the appointment of the Receiver and the exercise by the Receiver of the powers granted to it by this Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver;
- (b) in or toward payment to the Secured Party of all principal and other monies (except interest) due in respect of the Obligations;
- (c) in or toward payment to the Secured Party of all interest remaining unpaid respecting the Obligations; and
- (d) in payment to those parties entitled thereto under the Act.

16. GENERAL PROVISIONS PROTECTING THE SECURED PARTY

16.1 To the full extent permitted by law, the Secured Party shall not be liable for any debts contracted by it during enforcement of this Security Agreement, for damages to persons or property or for salaries or non-fulfilment of contracts during any period when the Secured Party shall manage the Collateral upon entry or seizure, nor shall the Secured Party be liable to account as a mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable. The Secured Party shall not be bound to do, observe or perform or to see to the observance or performance by the Debtor of any obligations or covenants imposed upon the Debtor nor shall the Secured Party, in the case of securities, instruments or chattel paper, be obliged to preserve rights against other persons, nor shall the Secured Party be obliged to keep any of the Collateral

identifiable. To the full extent permitted by law, the Debtor waives any provision of law permitted to be waived by it which imposes greater obligations upon the Secured Party than described above.

16.2 Neither the Secured Party nor any Receiver appointed by it shall be liable or accountable for any failure to seize, collect, realize, sell or obtain payments for the Collateral nor shall they be bound to institute proceedings for the purposes of seizing, collecting, realizing or obtaining payment or possession of the Collateral or the preserving of any right of the Secured Party, the Debtor or any other party respecting the Collateral. The Secured Party shall also not be liable for any misconduct, negligence, misfeasance by the Secured Party, the Receiver or any employee or agent of the Secured Party or the Receiver, or for the exercise of the rights and remedies conferred upon the Secured Party or the Receiver by this Security Agreement.

16.3 The Secured Party or any Receiver appointed by it may grant extensions of time and other indulgences, take and give securities, accept compromises, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the debtors of the Debtor, co-obligants, guarantors and others and with the Collateral and other securities as the Secured Party may see fit without liability to the Secured Party and without prejudice to the Secured Party's rights respecting the Obligations or the Secured Party's right to hold and realize the Collateral.

16.4 The Secured Party in its sole discretion may realize upon any other security provided by the Debtor in any order or concurrently with the realization under this Security Agreement whether such security is held by it at the date of this Security Agreement or is provided at any time in the future. No realization or exercise of any power or right under this Security Agreement or under any other security shall prejudice any further realization or exercise until all Obligations have been fully paid and satisfied.

16.5 Any right of the Secured Party and any obligation of the Debtor arising under any other agreements between the Secured Party and the Debtor shall survive the signing, registration and advancement of any money under this Security Agreement, and no merger respecting any such right or obligation shall occur by reason of this Security Agreement. The obligation, if any, of the Debtor to pay legal fees, a commitment fee, a standby fee or administration fees, under the terms of the Secured Party's commitment letter with the Debtor shall survive the signing and registration of this Security Agreement and the Secured Party's advancement of any money to the Debtor and any legal fees, commitment fees, standby fees or administration fees owing by the Debtor shall be secured by the Collateral.

16.6 In the event that the Secured Party registers a notice of assignment of Intellectual Property the Debtor shall be responsible for and shall indemnify the Secured Party against all maintenance and renewal costs in respect thereof, and any costs of initiating or defending litigation, together with all costs, liabilities and damages related thereto.

16.7 Notwithstanding any taking of possession of the Collateral, or any other action which the Secured Party or the Receiver may take, the Debtor now covenants and agrees with the Secured Party that if the money realized upon any disposition of the Collateral is insufficient to pay and satisfy the whole of the Obligations due to the Secured Party at the time of such disposition, the

Debtor shall immediately pay to the Secured Party an amount equal to the deficiency between the amount of the Obligations and the sum of money realized upon the disposition of the Collateral, and the Debtor agrees that the Secured Party may bring action against the Debtor for payment of the deficiency, notwithstanding any defects or irregularities of the Secured Party or the Receiver in enforcing its rights under this Security Agreement.

17. APPOINTMENT OF ATTORNEY

The Debtor hereby irrevocably appoints the Secured Party or the Receiver, as the case may be, with full power of substitution, as the attorney of the Debtor for and in the name of the Debtor to do, make, sign, endorse or execute under seal or otherwise all deeds, documents, transfers, cheques, instruments, demands, assignments, assurances or consents that the Debtor is obliged to sign, endorse or execute and generally to use the name of the Debtor and to do everything necessary or incidental to the exercise of all or any of the powers conferred on the Secured Party, or the Receiver, as the case may be, pursuant to this Security Agreement. This grant and authority shall continue and survive any mental infirmity or legal incapacity of the Debtor subsequent to the execution hereof.

18. CONSOLIDATION

For the purposes of the laws of all jurisdictions in Canada, the doctrine of consolidation applies to this Security Agreement.

19. NO OBLIGATION TO ADVANCE

Neither the preparation and execution of this Security Agreement nor the perfection of the Security Interests or the advance of any monies by the Secured Party shall bind the Secured Party to make any advance or loan or further advance or loan, or extend any time for payment of any indebtedness or liability of the Debtor to the Secured Party.

20. WAIVER

The Secured Party may permit the Debtor to remedy any default without waiving the default so remedied. The Secured Party may from time to time and at any time partially or completely waive any right, benefit or default under this Security Agreement but such waiver shall not be a bar to a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default under this Security Agreement. No waiver shall be effective unless it is in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of such right or any other right.

21. NOTICE

Notice may be given to either party by prepaid mail or delivered to the party for whom it is intended, at the principal address of such party provided in this Security Agreement or at such other address as may be given in writing by one party to the other, and any notice if mailed shall be

deemed to have been given at the expiration of three business days after mailing and if delivered, on delivery.

22. EXTENSIONS

The Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of security interests, and otherwise deal with the Debtor, the Debtor's account debtors, sureties and others and with the Collateral and other security interests as the Secured Party may see fit without prejudice to the Debtor's liability or the Secured Party's right to hold and realize on the Security Interests.

23. NO MERGER

This Security Agreement shall not create any merger or discharge of any of the Obligations, or any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security interest of any form held or which may be held by the Secured Party now or in the future from the Debtor or from any other person. The taking of a judgement respecting any of the Obligations will not operate as a merger of any of the covenants contained in this Security Agreement.

24. RIGHTS CUMULATIVE

The Secured Party's rights and remedies set out in this Security Agreement, and in any other security agreement held by the Secured Party from the Debtor or any other person to secure payment and performance of the Obligations, are cumulative and no right or remedy contained in this Security Agreement or any other security agreements is intended to be exclusive but each will be in addition to every other right or remedy now or hereafter existing at law, in equity or by statute, or pursuant to any other agreement between the Debtor and the Secured Party that may be in effect from time to time.

25. ASSIGNMENT

The Secured Party may, without notice to the Debtor, at any time assign or transfer, or grant a security interest in, all or any of the Obligations, this Security Agreement and the Security Interests. The Debtor agrees that the assignee, transferee or secured party, as the case may be, shall have all of the Secured Party's rights and remedies under this Security Agreement and the Debtor will not assert as a defence, counterclaim, right of set-off or otherwise any claim which it now has or may acquire in the future against the Secured Party in respect of any claim made or any action commenced by such assignee, transferee or secured party, as the case may be, and will pay the assigned Obligations to the assignee, transferee or secured party, as the case may be, as the said Obligations become due.

26. SATISFACTION AND DISCHARGE

Any partial payment or satisfaction of the Obligations, or any ceasing by the Debtor to be indebted to the Secured Party shall not be a redemption or discharge of this Security Agreement. The Debtor shall be entitled to a release and discharge of this Security Agreement upon full payment and satisfaction of all Obligations, and upon written request by the Debtor and, subject to applicable law, payment to the Secured Party of an administrative fee to be fixed by the Secured Party and payment of all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred by the Secured Party in connection with the Obligations and such release and discharge. The Debtor shall, subject to applicable law, pay an administrative fee, to be fixed by the Secured Party, for the preparation or execution of any full or partial release or discharge by the Secured Party of any security it holds, of the Debtor, or of any guarantor or covenantor with respect to any Obligations.

27. ENVIRONMENT

The Debtor represents and agrees that:

- (a) it operates and will continue to operate in conformity with all applicable environmental laws, regulations, standards, codes, ordinances and other requirements of any jurisdiction in which it carries on business and will ensure its staff is trained as required for that purpose;
- (b) it has an environmental emergency response plan and all officers and employees are familiar with that plan and their duties under it;
- (c) it possesses and will maintain all environmental licences, permits and other governmental approvals as may be necessary to conduct its business and maintain the Collateral;
- (d) there has been no complaint, prosecution, investigation or proceeding, environmental or otherwise, respecting the Debtor's business or assets including without limitation the Collateral;
- (f) it will advise the Secured Party immediately upon becoming aware of any environmental problems relating to its business or the Collateral;
- (g) it will provide the Secured Party with copies of all communications with environmental officials and all environmental studies or assessments prepared for the Debtor and it consents to the Secured Party contacting and making enquiries of environmental officials or assessors;
- (h) it will from time to time when requested by the Secured Party provide to the Secured Party evidence of its full compliance with the Debtor's obligations in this Clause 27.

28. ENUREMENT

This Security Agreement shall enure to the benefit of the Secured Party and its successors and assigns, and shall be binding upon the Debtors and its heirs, executors, administrators, successors and any assigns permitted by the Secured Party, as the case may be.

29. INTERPRETATION

29.1 In this Security Agreement:

- (a) "Collateral" has the meaning set out in Clause 1 and any reference to the Collateral shall, unless the context otherwise requires, be deemed to be a reference to the Collateral in whole or in part;
- (b) "the Act" means the *Personal Property Security Act* of the province in which the Secured Party is located, as described on page 1 of this Security Agreement, and all regulations under the Act, as amended from time to time.

29.2 Words and expressions used in this Security Agreement that have been defined in the Act shall be interpreted in accordance with their respective meanings given in the Act unless otherwise defined in this Security Agreement or unless the context otherwise requires.

29.3 The invalidity or unenforceability of the whole or any part of any clause of this Security Agreement shall not affect the validity or enforceability of any other clause or the remainder of such clause of this Security Agreement.

29.4 The headings used in this Security Agreement have been inserted for convenience of reference only and shall not define, limit, alter or enlarge the meaning of any provision of this Security Agreement.

29.5 This Security Agreement shall be governed by the laws of the province referred to in subclause 29.1(b). For enforcement purposes, the Debtor hereby attorns to the jurisdiction of the courts and laws of any province, state, territory or country in which the Secured Party enforces its rights and remedies hereunder.

30. COPY OF AGREEMENT AND FINANCING STATEMENT

The Debtor:

- (a) acknowledges receiving a copy of this Security Agreement; and
- (b) if the Act so permits, waives all rights to receive from the Secured Party a copy of any financing statement or financing change statement filed, or any verification statement or other document received at any time respecting this Security Agreement.

31. TIME

Time shall in all respects be of the essence.

32. INDEPENDENT ADVICE

The Debtor acknowledges having received, or having had the opportunity to receive, independent legal and accounting advice respecting this Security Agreement and its effect.

33. THE COMMITMENT LETTER

The Secured Party has extended an offer of financing or a commitment letter to the Debtor relating to the loan facilities secured by this Security Agreement. The Debtor acknowledges and agrees that in the event of any discrepancy between any term of this Security Agreement and any term of the commitment letter, the terms of the commitment letter shall apply and take precedence over the terms of this Security Agreement.

IN WITNESS WHEREOF the Debtor has hereunto set his hand and seal or has affixed its corporate seal duly attested by the hand(s) of its proper officer(s) in that behalf, on the day and year first above written.

M PLACE HOSPITALITY CORP.

Per: 

Kevin Larson – President

I have the authority to bind the Corporation.

SCHEDULE "A"

Subclause 1.1(a):

1. the following specific items, even though they may be included within the descriptions of Collateral (insert description by item or kind):

2. the following serial numbered goods:

Serial No. (motor vehicles, trailers, etc.)	Year	Make &/Model
--	-------------	-------------------------

3. Location(s) of the Collateral:

27-33 Market Place, Stratford, ON
40, 48, 50, 60, 66 and 72-74 Daly Avenue, Stratford ON
10 Downie Street, Suite 305, Stratford, ON

This is Exhibit “Q” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like mark that starts with a small loop and ends with a short horizontal stroke.

A Commissioner for Taking Affidavits

GENERAL SECURITY AGREEMENT

THIS AGREEMENT dated June 11, 2019.

BETWEEN:

THE HUB STRATFORD INC.
27-31 Market Place, Stratford, ON N5A 1A4
(the "Debtor")

AND:

COSMAN MORTGAGE CAPITAL CORPORATION
1606-111 Elizabeth Street, Toronto, ON M5G 1P7
(the "Secured Party")

1. SECURITY INTEREST

1.1 For consideration the Debtor hereby:

- (a) mortgages and charges as a fixed and specific charge, and assigns and transfers to the Secured Party, and grants to the Secured Party a general and continuing security interest in all of the Debtor's present and after acquired personal property including, without limitation:
 - (i) all office, trade, manufacturing and all other equipment and all goods, including, without limitation, machinery, tools, fixtures, computers, furniture, furnishings, chattels, motor vehicles and other tangible personal property that is not Inventory, and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the above (all of which is collectively called the "Equipment");
 - (ii) all inventory, including, without limitation, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, all livestock and their young after conception, all crops and timber, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is collectively called the "Inventory");
 - (iii) all debts, accounts, claims, demands, moneys and choses in action which now are, or which may at any time be, due or owing to or owned by the Debtor and all books, records, documents, papers and electronically recorded data recording,

evidencing or relating to the debts, accounts, claims, demands, moneys and choses in action (all of which is collectively called the "Accounts");

- (iv) all documents of title, chattel paper, instruments, securities and money, and all other personal property, of the Debtor that is not Equipment, Inventory or Accounts;
 - (v) all patents, trade-marks, copyrights, industrial designs, plant breeder's rights, integrated circuit topographies, trade-names, goodwill, confidential information, trade secrets and know-how, including without limitation, environmental technology and bio-technology, software and any registrations and applications for registration of the foregoing and all other intellectual and industrial property of the Debtor (all of which is collectively called the "Intellectual Property");
 - (vi) all the Debtor's contractual rights, licenses and all other choses in action of every kind which now are, or which may at any time be due or owing to or owned by the Debtor, and all other intangible property of the Debtor, that is not Accounts, chattel paper, instruments, documents of title, Intellectual Property, securities or money;
 - (vii) the personal property described in Schedule "A" attached to this Agreement and all additions thereto and replacements thereof; and
 - (viii) all proceeds of every nature and kind arising from the personal property referred to in this Security Agreement;
- (b) grants to the Secured Party a general and continuing security interest and charges by way of a floating charge:
- (i) all of the undertaking and assets of the Debtor, of every nature or kind and wherever situate, whether presently owned or hereafter acquired, and all their proceeds, other than its assets and undertakings that are otherwise validly and effectively subject to the charges and security interests in favour of the Secured Party created pursuant to this Clause 1.1.

1.2 The security interests, mortgages, transfers, assignments, charges, grants and conveyances created pursuant to Clause 1.1 shall be collectively called the "Security Interests", and the property subject to the Security Interests and all property, assets and undertaking charged, assigned or transferred or secured by any instruments supplemental to or in implementation of this Security Agreement are collectively called the "Collateral".

1.3 The schedules, including definitions, form part of this Security Agreement.

2. EXCEPTIONS

2.1 The last day of the term created by any lease or agreement is excepted out of any charge or the Security Interests but the Debtor shall stand possessed of the reversion and shall remain upon trust to assign and dispose of it to any third party as the Secured Party shall direct.

2.2 All the Debtor's consumer goods are excepted out of the Security Interests.

3. ATTACHMENT

The Debtor agrees that the Security Interests attach upon the signing of this Security Agreement (or in the case of after acquired property, upon the date of acquisition), that value has been given, and that the Debtor has (or in the case of after acquired property, will have upon the date of acquisition) rights in the Collateral and the Debtor confirms that there has been no agreement between the Debtor and the Secured Party to postpone the time for attachment of the Security Interests and that it is the Debtor's understanding that the Secured Party intends the Security Interests to attach at the same time.

4. PURCHASE MONEY SECURITY INTEREST

The Debtor acknowledges and agrees that the Security Interests constitute and are intended to create Purchase Money Security Interests in Collateral to the extent that moneys advanced by the Secured Party, including all future advances and re-advances, are used or are to be used, in whole or in part, to purchase or otherwise to acquire rights in Collateral.

5. OBLIGATIONS SECURED

This Security Agreement is in addition to and not in substitution for any other security interest or charge now or in the future held by the Secured Party from the Debtor or from any other person and shall be general and continuing security for the payment and performance of all indebtedness, liabilities and obligations of the Debtor to the Secured Party (including interest thereon), whether incurred prior to, at the time of or after the signing of this Security Agreement including extensions and renewals, and all other liabilities of the Debtor to the Secured Party, present and future, absolute or contingent, joint or several, direct or indirect, matured or not, extended or renewed, wherever and however incurred, including all advances on current or running account, future advances and re-advances of any loans or credit by the Secured Party and the Debtor's obligation and liability under any contract or guarantee now or in the future in existence whereby the Debtor guarantees payment of the debts, liabilities and/or obligations of a third party to the Secured Party, and for the performance of all obligations of the Debtor to the Secured Party, whether or not contained in this Security Agreement (all of which indebtedness, liabilities and obligations are collectively called the "Obligations").

6. REPRESENTATIONS AND WARRANTIES

6.1 The Debtor represents and warrants to the Secured Party that:

- (a) if a corporation, it is a corporation incorporated and organised and validly existing and in good standing under the laws of the jurisdiction of its incorporation; it has the corporate power to own or lease its property and to carry on the business conducted by it; it is qualified as a corporation to carry on the business conducted by it and to own or lease its property and is in good standing under the laws of each jurisdiction in which the nature of its business or the property owned or leased by it makes such qualification necessary; and the execution, delivery and performance of this Security Agreement are within its corporate powers, have been authorised and do not contravene, violate or conflict with any law or the terms and provisions of its constating documents or its by-laws or any shareholders agreement or any other agreement, indenture or undertaking to which the Debtor is a party or by which it is bound;
- (b) if it is a corporation, its name as set forth on page 1 of this Security Agreement is its full, true and correct name as stated in its constating documents and if such name is in English, it does not have or use a French language form of its name or a combined English language and French language form of its name and vice versa, and the Debtor has provided a written memorandum to the Secured Party accurately setting forth all prior names under which the Debtor has operated;
- (c) if it is a partnership, its name as set forth on page 1 is its full, true and correct, and where required or voluntarily registered its registered, name; it is a partnership validly created and organised and validly existing under the laws of the jurisdiction of its creation; it has the power to carry on the business conducted by it; it is qualified as a partnership to carry on the business conducted by it and is in good standing under the laws of each jurisdiction in which the nature of its business makes such qualification necessary; and the execution, delivery and performance of this Agreement are within its powers, have been authorised, and do not contravene, violate or conflict with any law or the terms of its partnership agreement or any other agreement, indenture or undertaking to which the Debtor is a party or by which it is bound, and a complete list of the names, addresses and (if individuals) the dates of birth of the partners of the partnership are set forth on a Schedule attached to this Security Agreement;
- (d) if the Debtor is an individual, that individual's full name and address provided to the Secured Party are the individual's full and correct name and address and the individual's date of birth as described on the individual's birth certificate a true copy of which has been provided to the Secured Party or, if no birth certificate issued from any jurisdiction in Canada exists, as described on the documents provided to the Secured Party is the individual's correct birth date;
- (e) there is no litigation or governmental proceedings commenced or pending against or affecting the Collateral or the Debtor, in which a decision adverse to the Debtor would constitute or result in a material adverse change in the business, operations, properties or assets or in the condition, financial or otherwise, of the Debtor; and the Debtor

agrees to promptly notify the Secured Party of any such future litigation or governmental proceeding;

- (f) it does not have any information or knowledge of any facts relating to its business, operations, property or assets or to its condition, financial or otherwise, which it has not disclosed to the Secured Party in writing and which, if known to the Secured Party, might reasonably be expected to deter the Secured Party from extending credit or advancing funds to the Debtor;
- (g) it has good title and lawfully owns and possesses all presently held Collateral, free from all security interests, charges, encumbrances, liens and claims, save only the Security Interests and the charges or security interests consented to in writing by the Secured Party, and it has not granted any licenses in or of its Intellectual Property other than as disclosed and consented to by the Secured Party;
- (h) to the extent that any of the Collateral includes serial numbered goods and motor vehicles which require serial number registration by virtue of the Act and its regulations including motor vehicles, trailers, manufactured homes, mobile homes, boats, outboard motors for boats or aircraft, the Debtor has given the full and correct serial numbers and any Ministry of Transport designation marks or other relevant licensing authority marks of all such Collateral to the Secured Party;
- (i) the Collateral is and/or will be located at the place(s) described in Schedule "A" and will not be removed from such location(s) without the prior written consent of the Secured Party;
- (j) this Security Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) of the Debtor, if the Debtor is a corporation, or, if the Debtor is a partnership, of the partners of the Debtor, and all other requirements have been fulfilled to authorise and make the execution and delivery of this Security Agreement, and the performance of the Debtor's obligations valid and there is no restriction contained in the constating documents of the Debtor or in any shareholders agreement or partnership agreement which restricts the powers of the authorised signatories of the Debtor to borrow money or give security; and
- (k) the Debtor's place(s) of business and chief executive office have been correctly provided to the Secured Party.

7. COVENANTS OF THE DEBTOR

7.1 The Debtor covenants with the Secured Party that while this Security Agreement remains in effect the Debtor will:

- (a) promptly pay and satisfy the Obligations as they become due or are demanded;

- (b) defend the title to the Collateral for the Secured Party's benefit, against the claims and demands of all persons;**
- (c) fully and effectually maintain and ensure that the Security Interests are and continue to be valid and effective;**
- (d) maintain the Collateral in good condition and repair and provide adequate storage facilities to protect the Collateral and not permit the value of the Collateral to be impaired;**
- (e) observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;**
- (f) forthwith pay and satisfy:**
 - (i) all taxes, assessments, rates, duties, levies, government fees, claims and dues lawfully levied, assessed or imposed upon it or the Collateral when due, unless the Debtor shall in good faith contest its obligations so to pay and shall furnish to the Secured Party such security as the Secured Party may require;**
 - (ii) all security interests, charges, encumbrances, liens and claims which rank or could rank in priority to, or on an equal basis with, any of the Security Interests; and**
 - (iii) all fees from time to time chargeable by the Secured Party arising out of any term of the commitment letter between the Secured Party and the Debtor including, without limitation, inspection, administration and returned cheque handling fees;**
- (g) forthwith pay and satisfy all costs, charges, expenses and legal fees and disbursements (on a solicitor and its own client basis) which may be incurred by the Secured Party in connection with granting loans or credit to the Debtor, including for:**
 - (i) inspecting the Collateral;**
 - (ii) negotiating, preparing, perfecting, registering or renewing the registration of this Security Agreement and the Security Interests, any Financing or Financing Change Statement, any modification or amending agreement and other documents relating to the Debtor's obligations, whether or not relating to this Security Agreement;**
 - (iii) complying with any disclosure requirements under the Act;**
 - (iv) investigating title to the Collateral;**

- (v) taking, recovering, keeping possession and disposing of the Collateral;
 - (vi) maintaining the Collateral in good repair, storing the Collateral and preparing the Collateral for disposition;
 - (vii) any inspection, appraisal, investigation or environmental audit of the Collateral and the cost of any environmental rehabilitation, treatment, removal or repair necessary to protect, preserve or remedy the Collateral including any fine or penalty the Secured Party becomes obligated to pay by reason of any statute, order or direction of competent authority;
 - (viii) all other actions and proceedings taken to preserve the Collateral, enforce this Security Agreement and of any other security interest held by the Secured Party as security for the Obligations, protect the Secured Party from liability in connection with the Security Interests or assist the Secured Party in its loan and credit granting or realization of the Security Interest, including any actions under the Bankruptcy and Insolvency Act (Canada) and all remuneration of any Receiver (as defined in Article 15 hereof) or appointed pursuant to the Bankruptcy and Insolvency Act (Canada);
 - (ix) any sums the Secured Party pays as fines, or as clean up costs because of contamination of or from your assets. Further, you will indemnify the Secured Party and its employees and agents from any liability or costs incurred including legal defense costs. Your obligation under this paragraph continues even after the Obligations are repaid and this agreement is terminated.
- (h) at the Secured Party's request, execute and deliver further documents and instruments and do all acts as the Secured Party in its absolute discretion requires to confirm, register and perfect, and maintain the registration and perfection of, the Security Interests;
- (i) notify the Secured Party promptly of:
- (i) any change in the information contained in this Security Agreement relating to the Debtor, its business or the Collateral, including, without limitation, any change of name or address (including any change of trade name, proprietor or partner) and any change in the present location of any Collateral;
 - (ii) the details of any material acquisition of Collateral, including the acquisition of any motor vehicles, trailers, manufactured homes, boats or aircraft;
 - (iii) any material loss or damage to the Collateral;
 - (iv) any material default by any account debtor in the payment or other performance

of its obligations to the Debtor respecting any Accounts;

- (v) any claims against the Debtor including claims in respect of the Intellectual Property or of any actions taken by the Debtor to defend the registration of or the validity of or any infringement of the Intellectual Property;
 - (vi) the return to or repossession by the Debtor of Collateral that was disposed of by the Debtor; and
 - (vii) all additional places of business and any changes in its place(s) of business or chief executive office;
- (j) prevent the Collateral, other than Inventory sold, leased, or otherwise disposed of as permitted by this Security Agreement, from being or becoming an accession to property not covered by this Security Agreement;
 - (k) carry on and conduct its business and undertaking in a proper and businesslike manner so as to preserve and protect the Collateral and the earnings, income, rents, issues and profits of the Collateral, including maintenance of proper and accurate books of account and records;
 - (l) permit the Secured Party and its representatives, at all reasonable times, access to the Collateral including all of the Debtor's property, assets and undertakings and to all its books of account and records for the purpose of inspection and the taking of extracts and copies, whether at the Debtor's premises or otherwise, and the Debtor will render all assistance necessary;
 - (m) observe and perform all its obligations under:
 - (i) leases, licences, undertakings, and any other agreements to which it is a party;
 - (ii) any statute or regulation, federal, provincial, territorial, or municipal, to which it is subject;
 - (n) deliver to the Secured Party from time to time promptly upon request:
 - (i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral to allow the Secured Party to inspect, audit or copy them;
 - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;

- (iv) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Secured Party may reasonably require;
- (o) with respect to the Intellectual Property, take all necessary steps and initiate all necessary proceedings, to maintain the registration or recording of the Intellectual Property, to defend the Intellectual Property from infringement and to prevent any licensed or permitted user from doing anything that may invalidate or otherwise impair the Intellectual Property;
- (p) with respect to copyright forming part of the Intellectual Property, provide to the Secured Party waivers of the moral rights thereto executed by all contributors or authors of the copyrighted work;
- (q) receive and hold in trust on behalf of and for the benefit of the Secured Party all proceeds from the sale or other disposition of any Collateral;
- (r) consent to the Secured Party contacting and making enquiries of the Debtor's lessors, as well as municipal or other government officials or assessors; and
- (s) observe and perform the additional covenants and agreements set out in any schedules to this Security Agreement.

7.2 Any amounts required to be paid to the Secured Party by the Debtor under this Clause 7 shall be immediately payable with interest at the highest rate borne by any of the Obligations until all amounts have been paid.

7.3 This Security Agreement shall remain in effect until it has been terminated by the Secured Party by notice of termination to the Debtor and all registrations relating to the Security Agreement have been discharged.

8. INSURANCE

8.1 The Debtor covenants that while this Security Agreement is in effect the Debtor shall:

- (a) maintain or cause to be maintained insurance on the Collateral with a reputable insurer, of kinds, for amounts and payable to such person or persons, all as the Secured Party may require, and in particular maintain insurance on the Collateral to its full insurable value against loss or damage by fire and all other risks of damage, including an extended coverage endorsement and in the case of motor vehicles, insurance against theft;
- (b) cause the insurance policy or policies required by this Security Agreement to be assigned to the Secured Party, including a standard mortgage clause or a mortgage endorsement, as the Secured Party may require;

- (c) pay all premiums respecting such insurance, and deliver all policies to the Secured Party, if it so requires.

8.2 If proceeds of any required insurance becomes payable, the Secured Party may, in its absolute discretion, apply these proceeds to the Obligations as the Secured Party sees fit or release any insurance proceeds to the Debtor to repair, replace or rebuild, but any release of insurance proceeds to the Debtor shall not operate as a payment on account of the Obligations or in any way affect this Security Agreement or the Security Interests.

8.3 The Debtor will forthwith, on the happening of loss or damage to the Collateral, notify the Secured Party and furnish to the Secured Party at the Debtor's expense any necessary proof and do any necessary act to enable the Secured Party to obtain payment of the insurance proceeds, but nothing shall limit the Secured Party's right to submit to the insurer a proof of loss on its own behalf.

8.4 The Debtor hereby authorizes and directs the insurer under any required policy of insurance to include the name of the Secured Party as loss payee on any policy of insurance and on any cheque or draft which may be issued respecting a claim settlement under and by virtue of such insurance, and the production by the Secured Party to any insurer of a notarial or certified copy of this Security Agreement (notarized or certified by a notary public or solicitor) shall be the insurer's complete authority for so doing.

8.5 If the Debtor fails to maintain insurance as required, the Secured Party may, but shall not be obliged to, maintain or effect such insurance coverage, or so much insurance coverage as the Secured Party may wish to maintain.

9. OTHER PROHIBITIONS

Without the prior written consent of the Secured Party the Debtor will not:

- (a) create or permit to exist any security interest in, charge, encumbrance or lien over, or claim against any of its property, assets, undertakings including without limitation the Collateral which ranks or could in any event rank in priority to or on an equal basis with any of the Security Interests created by this Security Agreement;
- (b) grant, sell, or otherwise assign any of its chattel paper or any of the Collateral except only Inventory that is disposed of in accordance with Clause 10.2; or
- (c) where the Debtor is a corporation
 - (i) repay or reduce any shareholders loans or other debts due to its shareholders; or
 - (ii) change its name, merge with or amalgamate with any other entity;

10. RESTRICTIONS ON SALE OR DISPOSAL OF COLLATERAL

10.1 Except as provided by this Security Agreement, without the Secured Party's prior written consent the Debtor will not:

- (a) sell, lease, license or otherwise dispose of the Collateral;
- (b) release, surrender or abandon possession of the Collateral; or
- (c) move or transfer the Collateral from the jurisdictions in which the Security Interests have been perfected.

10.2 Provided that the Debtor is not in default under this Security Agreement, the Debtor may lease, sell, license, consign or otherwise deal with items of Inventory only in the ordinary course of its business and for the purposes of carrying on its business.

10.3 Any disposition of any Collateral, excepting sales of Inventory in the ordinary course, shall result in the Debtor holding the proceeds in trust for and on behalf of the Secured Party and subject to the Secured Party's exclusive direction and control. Nothing restricts the Secured Party's rights to attach, seize or otherwise enforce its Security Interests in any Collateral sold or disposed, unless it is sold or disposed with the Secured Party's prior written consent.

11. PERFORMANCE OF OBLIGATIONS

If the Debtor fails to perform its covenants and agreements under this Security Agreement, the Secured Party may, but shall not be obliged to, perform any or all of such covenants and agreements without prejudice to any other rights and remedies of the Secured Party, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and its own client basis) incurred by the Secured Party shall be immediately payable by the Debtor to the Secured Party with interest at the highest rate borne by any of the Obligations and shall be secured by the Security Interests, until all such amounts have been paid.

12. ACCOUNTS

Notwithstanding any other provision of this Security Agreement, the Secured Party may collect, realize, sell or otherwise deal with all or a portion of the Accounts in such manner, upon such terms and conditions and at any time, whether before or after default, as may seem to it advisable, and without notice to the Debtor, except in the case of disposition after default and then subject to the applicable provisions of the Act, if any. All forms of payment received by the Debtor in payment of any Account, or as proceeds, shall be subject to the Security Interests and shall be received and held by the Debtor in trust for the Secured Party.

13. APPROPRIATION OF PAYMENTS

Any and all payments made respecting the Obligations and monies realized from any

Security Interests (including monies collected in accordance with or realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Secured Party sees fit, and the Secured Party may at any time change any appropriation as the Secured Party sees fit.

14. DEFAULT

14.1 Unless waived by the Secured Party, the Debtor shall be in default under this Security Agreement and shall be deemed to be in default under all other agreements between the Debtor and the Secured Party in any of the following events:

- (a) the Debtor defaults, or threatens to default, in payments when due of any of the Obligations; or
- (b) the Debtor is in breach of, or threatens to breach, any term, condition, obligation or covenant made by it to or with the Secured Party, or any representation or warranty of the Debtor to the Secured Party is untrue or ceases to be accurate, whether or not contained in this Security Agreement; or
- (c) the Debtor or a guarantor of the Debtor declares itself to be insolvent or admits in writing its inability to pay its debts generally as they become due, or makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of any provisions for relief under the Bankruptcy and Insolvency Act (Canada), the Companies Creditors' Arrangement Act (Canada) or similar legislation in any jurisdiction, or makes an authorized assignment; or
- (d) a receiver, manager, receiver and manager or receiver-manager of all or a part of the Collateral is appointed; or
- (e) an order is made or a resolution is passed for the winding up of the Debtor or a guarantor of the Debtor; or
- (f) the Debtor or a guarantor of the Debtor ceases or threatens to cease to carry on all or a substantial part of its business or makes or threatens to make a sale of all or substantially all of its assets; or
- (g) distress or execution is levied or issued against all or any part of the Collateral; or
- (h) if the Debtor is a corporation and any member or shareholder:
 - (i) commences an action against the Debtor; or
 - (ii) gives a notice of dissent to the Debtor in accordance with the provisions of any governing legislation; or

- (i) if the Debtor is a corporation and its voting control changes without the Secured Party's prior written consent; or
- (j) the Debtor uses any monies advanced to it by the Secured Party for any purpose other than as agreed upon by the Secured Party; or
- (k) without the Secured Party's prior written consent, the Debtor creates or permits to exist any security interest, charge, encumbrance, lien or claim against any of the Collateral which ranks or could in any event rank in priority to or on an equal basis with any of the Security Interests; or
- (l) the holder of any other security interest, charge, encumbrance, lien or claim against any of the Collateral does anything to enforce or realize on such security interest, charge, encumbrance, lien or claim; or
- (m) the Debtor enters into an amalgamation, a merger or other similar arrangement with any other person without the Secured Party's prior written consent or, if the Debtor is a corporation, it is continued or registered in a different jurisdiction without the Secured Party's prior written consent; or
- (n) the Secured Party on commercially reasonable grounds believes that the prospect of payment or performance of any of the Obligations is impaired or that any of the Collateral is or is about to be placed in jeopardy or removed from the jurisdiction in which this Security Agreement has been registered; or
- (o) the lessor under any lease to the Debtor of any real or personal property takes any steps to or threatens to terminate such lease or otherwise exercise any of its remedies under such lease as a result of any default by the Debtor; or
- (p) the Debtor causes or allows hazardous materials to be brought upon any lands or premises occupied by the Debtor or to be incorporated into any of its assets, or the Debtor causes, permits, or fails to remedy any environmental contamination upon, in or under any of its lands or assets, or fails to comply with any abatement or remediation order given by a responsible authority; or
- (q) any permit, license, certification, quota or order granted to or held by the Debtor is cancelled, revoked or reduced, as the case may be, or any order against the Debtor is enforced, preventing the business of the Debtor from being carried on for more than 5 days or materially adversely changing the condition (financial or otherwise) of the Debtor's business; or
- (r) if an individual, the Debtor dies or is declared incompetent by a court of competent jurisdiction.

15. ENFORCEMENT

15.1 Upon any default under this Security Agreement the Secured Party may declare any or all of the Obligations whether or not payable on demand to become immediately due and payable and the Security Interests will immediately become enforceable. To enforce and realize on the Security Interests the Secured Party may take any action permitted by law or in equity as it may deem expedient and in particular, without limitation, the Secured Party may do any of the following:

- (a)** appoint by instrument a receiver, manager, receiver and manager or receiver-manager (the "Receiver") of all or any part of the Collateral, with or without bond as the Secured Party may determine, and in its absolute discretion remove such Receiver and appoint another in its stead;
- (b)** enter upon any of the Debtor's premises at any time and take possession of the Collateral with power to exclude the Debtor, its agents and its servants, without becoming liable as a mortgagee in possession;
- (c)** preserve, protect and maintain the Collateral and make such replacements and repairs and additions to the Collateral as the Secured Party deems advisable;
- (d)** dispose of all or part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Secured Party may seem reasonable, provided that if any sale, lease or other disposition is on credit the Debtor will not be entitled to be credited with the proceeds of any such sale, lease or other disposition until the monies are actually received;
- (e)** register assignments of the Intellectual Property, and use sell, assign, license or sublicense any of the Intellectual Property; and
- (f)** exercise all of the rights and remedies of a secured party under the Act and any other applicable laws.

15.2 A Receiver appointed pursuant to this Security Agreement insofar as responsibility for its actions is concerned shall be the agent of the Debtor and not of the Secured Party and, to the extent permitted by law or to such lesser extent permitted by its appointment, shall have all the powers of the Secured Party under this Security Agreement, and in addition shall have power to:

- (a)** carry on the Debtor's business and for such purpose from time to time to borrow money either secured or unsecured, and if secured by granting a security interest on the Collateral, such security interest may rank before or on an equal basis with or behind any of the Security Interests and if it does not so specify such security interest shall rank in priority to the Security Interests; and

- (b) make an assignment for the benefit of the Debtor's creditors or a proposal on behalf of the Debtor under the Bankruptcy and Insolvency Act (Canada); and
- (c) commence, continue or defend proceedings in the name of the Receiver or in the name of the Debtor for the purpose of protecting, seizing, collecting, realizing or obtaining possession of or payment for the Collateral; and
- (d) make any arrangement or compromise that the Receiver deems expedient.

15.3 Subject to the claims, if any, of the creditors of the Debtor ranking in priority to this Security Agreement, all amounts realized from the disposition of the Collateral pursuant to this Security Agreement will be applied as the Secured Party, in its absolute discretion and to the full extent permitted by law, may direct as follows:

- (a) in payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and its own client basis) incurred by the Secured Party respecting or incidental to:
 - (i) the exercise by the Secured Party of the rights and powers granted to it by this Security Agreement; and
 - (ii) the appointment of the Receiver and the exercise by the Receiver of the powers granted to it by this Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver;
- (b) in or toward payment to the Secured Party of all principal and other monies (except interest) due in respect of the Obligations;
- (c) in or toward payment to the Secured Party of all interest remaining unpaid respecting the Obligations; and
- (d) in payment to those parties entitled thereto under the Act.

16. GENERAL PROVISIONS PROTECTING THE SECURED PARTY

16.1 To the full extent permitted by law, the Secured Party shall not be liable for any debts contracted by it during enforcement of this Security Agreement, for damages to persons or property or for salaries or non-fulfilment of contracts during any period when the Secured Party shall manage the Collateral upon entry or seizure, nor shall the Secured Party be liable to account as a mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable. The Secured Party shall not be bound to do, observe or perform or to see to the observance or performance by the Debtor of any obligations or covenants imposed upon the Debtor nor shall the Secured Party, in the case of securities, instruments or chattel paper, be obliged to preserve rights against other persons, nor shall the Secured Party be obliged to keep any of the Collateral

identifiable. To the full extent permitted by law, the Debtor waives any provision of law permitted to be waived by it which imposes greater obligations upon the Secured Party than described above.

16.2 Neither the Secured Party nor any Receiver appointed by it shall be liable or accountable for any failure to seize, collect, realize, sell or obtain payments for the Collateral nor shall they be bound to institute proceedings for the purposes of seizing, collecting, realizing or obtaining payment or possession of the Collateral or the preserving of any right of the Secured Party, the Debtor or any other party respecting the Collateral. The Secured Party shall also not be liable for any misconduct, negligence, misfeasance by the Secured Party, the Receiver or any employee or agent of the Secured Party or the Receiver, or for the exercise of the rights and remedies conferred upon the Secured Party or the Receiver by this Security Agreement.

16.3 The Secured Party or any Receiver appointed by it may grant extensions of time and other indulgences, take and give securities, accept compromises, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the debtors of the Debtor, co-obligants, guarantors and others and with the Collateral and other securities as the Secured Party may see fit without liability to the Secured Party and without prejudice to the Secured Party's rights respecting the Obligations or the Secured Party's right to hold and realize the Collateral.

16.4 The Secured Party in its sole discretion may realize upon any other security provided by the Debtor in any order or concurrently with the realization under this Security Agreement whether such security is held by it at the date of this Security Agreement or is provided at any time in the future. No realization or exercise of any power or right under this Security Agreement or under any other security shall prejudice any further realization or exercise until all Obligations have been fully paid and satisfied.

16.5 Any right of the Secured Party and any obligation of the Debtor arising under any other agreements between the Secured Party and the Debtor shall survive the signing, registration and advancement of any money under this Security Agreement, and no merger respecting any such right or obligation shall occur by reason of this Security Agreement. The obligation, if any, of the Debtor to pay legal fees, a commitment fee, a standby fee or administration fees, under the terms of the Secured Party's commitment letter with the Debtor shall survive the signing and registration of this Security Agreement and the Secured Party's advancement of any money to the Debtor and any legal fees, commitment fees, standby fees or administration fees owing by the Debtor shall be secured by the Collateral.

16.6 In the event that the Secured Party registers a notice of assignment of Intellectual Property the Debtor shall be responsible for and shall indemnify the Secured Party against all maintenance and renewal costs in respect thereof, and any costs of initiating or defending litigation, together with all costs, liabilities and damages related thereto.

16.7 Notwithstanding any taking of possession of the Collateral, or any other action which the Secured Party or the Receiver may take, the Debtor now covenants and agrees with the Secured Party that if the money realized upon any disposition of the Collateral is insufficient to pay and satisfy the whole of the Obligations due to the Secured Party at the time of such disposition, the

Debtor shall immediately pay to the Secured Party an amount equal to the deficiency between the amount of the Obligations and the sum of money realized upon the disposition of the Collateral, and the Debtor agrees that the Secured Party may bring action against the Debtor for payment of the deficiency, notwithstanding any defects or irregularities of the Secured Party or the Receiver in enforcing its rights under this Security Agreement.

17. APPOINTMENT OF ATTORNEY

The Debtor hereby irrevocably appoints the Secured Party or the Receiver, as the case may be, with full power of substitution, as the attorney of the Debtor for and in the name of the Debtor to do, make, sign, endorse or execute under seal or otherwise all deeds, documents, transfers, cheques, instruments, demands, assignments, assurances or consents that the Debtor is obliged to sign, endorse or execute and generally to use the name of the Debtor and to do everything necessary or incidental to the exercise of all or any of the powers conferred on the Secured Party, or the Receiver, as the case may be, pursuant to this Security Agreement. This grant and authority shall continue and survive any mental infirmity or legal incapacity of the Debtor subsequent to the execution hereof.

18. CONSOLIDATION

For the purposes of the laws of all jurisdictions in Canada, the doctrine of consolidation applies to this Security Agreement.

19. NO OBLIGATION TO ADVANCE

Neither the preparation and execution of this Security Agreement nor the perfection of the Security Interests or the advance of any monies by the Secured Party shall bind the Secured Party to make any advance or loan or further advance or loan, or extend any time for payment of any indebtedness or liability of the Debtor to the Secured Party.

20. WAIVER

The Secured Party may permit the Debtor to remedy any default without waiving the default so remedied. The Secured Party may from time to time and at any time partially or completely waive any right, benefit or default under this Security Agreement but such waiver shall not be a bar to or a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default under this Security Agreement. No waiver shall be effective unless it is in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of such right or any other right.

21. NOTICE

Notice may be given to either party by prepaid mail or delivered to the party for whom it is intended, at the principal address of such party provided in this Security Agreement or at such other address as may be given in writing by one party to the other, and any notice if mailed shall be

deemed to have been given at the expiration of three business days after mailing and if delivered, on delivery.

22. EXTENSIONS

The Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of security interests, and otherwise deal with the Debtor, the Debtor's account debtors, sureties and others and with the Collateral and other security interests as the Secured Party may see fit without prejudice to the Debtor's liability or the Secured Party's right to hold and realize on the Security Interests.

23. NO MERGER

This Security Agreement shall not create any merger or discharge of any of the Obligations, or any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security interest of any form held or which may be held by the Secured Party now or in the future from the Debtor or from any other person. The taking of a judgement respecting any of the Obligations will not operate as a merger of any of the covenants contained in this Security Agreement.

24. RIGHTS CUMULATIVE

The Secured Party's rights and remedies set out in this Security Agreement, and in any other security agreement held by the Secured Party from the Debtor or any other person to secure payment and performance of the Obligations, are cumulative and no right or remedy contained in this Security Agreement or any other security agreements is intended to be exclusive but each will be in addition to every other right or remedy now or hereafter existing at law, in equity or by statute, or pursuant to any other agreement between the Debtor and the Secured Party that may be in effect from time to time.

25. ASSIGNMENT

The Secured Party may, without notice to the Debtor, at any time assign or transfer, or grant a security interest in, all or any of the Obligations, this Security Agreement and the Security Interests. The Debtor agrees that the assignee, transferee or secured party, as the case may be, shall have all of the Secured Party's rights and remedies under this Security Agreement and the Debtor will not assert as a defence, counterclaim, right of set-off or otherwise any claim which it now has or may acquire in the future against the Secured Party in respect of any claim made or any action commenced by such assignee, transferee or secured party, as the case may be, and will pay the assigned Obligations to the assignee, transferee or secured party, as the case may be, as the said Obligations become due.

26. SATISFACTION AND DISCHARGE

Any partial payment or satisfaction of the Obligations, or any ceasing by the Debtor to be indebted to the Secured Party shall not be a redemption or discharge of this Security Agreement. The Debtor shall be entitled to a release and discharge of this Security Agreement upon full payment and satisfaction of all Obligations, and upon written request by the Debtor and, subject to applicable law, payment to the Secured Party of an administrative fee to be fixed by the Secured Party and payment of all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred by the Secured Party in connection with the Obligations and such release and discharge. The Debtor shall, subject to applicable law, pay an administrative fee, to be fixed by the Secured Party, for the preparation or execution of any full or partial release or discharge by the Secured Party of any security it holds, of the Debtor, or of any guarantor or covenantor with respect to any Obligations.

27. ENVIRONMENT

The Debtor represents and agrees that:

- (a) it operates and will continue to operate in conformity with all applicable environmental laws, regulations, standards, codes, ordinances and other requirements of any jurisdiction in which it carries on business and will ensure its staff is trained as required for that purpose;
- (b) it has an environmental emergency response plan and all officers and employees are familiar with that plan and their duties under it;
- (c) it possesses and will maintain all environmental licences, permits and other governmental approvals as may be necessary to conduct its business and maintain the Collateral;
- (d) there has been no complaint, prosecution, investigation or proceeding, environmental or otherwise, respecting the Debtor's business or assets including without limitation the Collateral;
- (f) it will advise the Secured Party immediately upon becoming aware of any environmental problems relating to its business or the Collateral;
- (g) it will provide the Secured Party with copies of all communications with environmental officials and all environmental studies or assessments prepared for the Debtor and it consents to the Secured Party contacting and making enquiries of environmental officials or assessors;
- (h) it will from time to time when requested by the Secured Party provide to the Secured Party evidence of its full compliance with the Debtor's obligations in this Clause 27.

28. ENUREMENT

This Security Agreement shall enure to the benefit of the Secured Party and its successors and assigns, and shall be binding upon the Debtors and its heirs, executors, administrators, successors and any assigns permitted by the Secured Party, as the case may be.

29. INTERPRETATION

29.1 In this Security Agreement:

- (a) "Collateral" has the meaning set out in Clause 1 and any reference to the Collateral shall, unless the context otherwise requires, be deemed to be a reference to the Collateral in whole or in part;
- (b) "the Act" means the *Personal Property Security Act* of the province in which the Secured Party is located, as described on page 1 of this Security Agreement, and all regulations under the Act, as amended from time to time.

29.2 Words and expressions used in this Security Agreement that have been defined in the Act shall be interpreted in accordance with their respective meanings given in the Act unless otherwise defined in this Security Agreement or unless the context otherwise requires.

29.3 The invalidity or unenforceability of the whole or any part of any clause of this Security Agreement shall not affect the validity or enforceability of any other clause or the remainder of such clause of this Security Agreement.

29.4 The headings used in this Security Agreement have been inserted for convenience of reference only and shall not define, limit, alter or enlarge the meaning of any provision of this Security Agreement.

29.5 This Security Agreement shall be governed by the laws of the province referred to in subclause 29.1(b). For enforcement purposes, the Debtor hereby attorns to the jurisdiction of the courts and laws of any province, state, territory or country in which the Secured Party enforces its rights and remedies hereunder.

30. COPY OF AGREEMENT AND FINANCING STATEMENT

The Debtor:

- (a) acknowledges receiving a copy of this Security Agreement; and
- (b) if the Act so permits, waives all rights to receive from the Secured Party a copy of any financing statement or financing change statement filed, or any verification statement or other document received at any time respecting this Security Agreement.

31. TIME

Time shall in all respects be of the essence.

32. INDEPENDENT ADVICE

The Debtor acknowledges having received, or having had the opportunity to receive, independent legal and accounting advice respecting this Security Agreement and its effect.

33. THE COMMITMENT LETTER

The Secured Party has extended an offer of financing or a commitment letter to the Debtor relating to the loan facilities secured by this Security Agreement. The Debtor acknowledges and agrees that in the event of any discrepancy between any term of this Security Agreement and any term of the commitment letter, the terms of the commitment letter shall apply and take precedence over the terms of this Security Agreement.

IN WITNESS WHEREOF the Debtor has hereunto set his hand and seal or has affixed its corporate seal duly attested by the hand(s) of its proper officer(s) in that behalf, on the day and year first above written.

THE HUB STRATFORD INC.

Per:  _____
Kevin Larson – President

I have the authority to bind the Corporation.

SCHEDULE "A"

Subclause 1.1(a):

1. the following specific items, even though they may be included within the descriptions of Collateral (insert description by item or kind):

2. the following serial numbered goods:

Serial No.	(motor vehicles, trailers, etc.)	Year	Make &/Model
-------------------	---	-------------	-------------------------

3. Location(s) of the Collateral:

27-33 Market Place, Stratford, ON
40, 48, 50, 60, 66 and 72-74 Daly Avenue, Stratford ON
27-31 Market Place, Stratford, ON

This is Exhibit “**R**” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like mark that starts with a horizontal line, curves upwards and to the right, then loops back down and to the left, ending in a small hook.

A Commissioner for Taking Affidavits



PERSONAL PROPERTY SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Devry, Smith & Frank LLP - Tracey Mason
Reference : COSMO003
Docket : COSMO003
Search ID : 916906
Date Processed : 4/19/2023 2:59:58 PM
Report Type : PPSA Electronic Response
Search Conducted on : LARSON FINANCIAL SOLUTIONS
Search Type : Business Debtor

DISCLAIMER :

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: LARSON FINANCIAL SOLUTIONS

FILE CURRENCY: April 18, 2023

RESPONSE CONTAINS: APPROXIMATELY 2 FAMILIES and 3 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: LARSON FINANCIAL SOLUTIONS

FILE CURRENCY: April 18, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 2 ENQUIRY PAGE : 1 OF 3

SEARCH : BD : LARSON FINANCIAL SOLUTIONS

00 FILE NUMBER : 739285506 EXPIRY DATE : 27MAR 2023 STATUS : D DISCHARGED
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20180511 1434 1530 6529 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: LARSON FINANCIAL SOLUTIONS INC.
OCN :
04 ADDRESS : 342 ERIE ST SUITE 107
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 2N4
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
THE TORONTO-DOMINION BANK - 00542
09 ADDRESS : 41 DOWNIE STREET
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 1W7
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X X X
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: D+H LIMITED PARTNERSHIP

17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE

CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: LARSON FINANCIAL SOLUTIONS

FILE CURRENCY: April 18, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 2 ENQUIRY PAGE : 2 OF 3

SEARCH : BD : LARSON FINANCIAL SOLUTIONS

FILE NUMBER 739285506

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20230327 1046 1529 1403

21 REFERENCE FILE NUMBER : 739285506

22 AMEND PAGE: NO PAGE: X CHANGE: C DISCHRG REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: LARSON FINANCIAL SOLUTIONS INC.

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

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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12

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: LARSON FINANCIAL SOLUTIONS

FILE CURRENCY: April 18, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 2 ENQUIRY PAGE : 3 OF 3

SEARCH : BD : LARSON FINANCIAL SOLUTIONS

00 FILE NUMBER : 752301765 EXPIRY DATE : 13JUN 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20190613 1728 1590 8851 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: LARSON FINANCIAL SOLUTIONS INC.
OCN :
04 ADDRESS : 25 MARKET PLACE
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 1A4
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
COSMAN MORTGAGE CAPITAL CORPORATION
09 ADDRESS : UNIT 210 - 2985 DREW ROAD
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4T 0A7
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.

11
12

GENERAL COLLATERAL DESCRIPTION

13
14
15

16 AGENT: DEVRY, SMITH & FRANK LLP
17 ADDRESS : 100-95 BARBER GREENE ROAD
CITY : TORONTO PROV: ON POSTAL CODE: M3C 3E9
LAST SCREEN

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

This is Exhibit “S” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like mark that starts with a horizontal line, curves upwards and to the right, then loops back down and to the left, ending in a small hook.

A Commissioner for Taking Affidavits

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



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

Prepared for : Devry, Smith & Frank LLP - Tracey Mason
Reference : COSMO003
Docket : COSMO003
Search ID : 917046
Date Processed : 20 Apr 2023
Report Type : PPSA Electronic Response
Search Conducted on : M PLACE HOSPITALITY CORP.
Search Type : Business Debtor

DISCLAIMER :

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

RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420094244.11

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

REPORT : PSSR060
PAGE : 1

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
FILE CURRENCY : 19APR 2023

ENQUIRY NUMBER 20230420094244.11 CONTAINS 85 PAGE(S), 5 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

DEVRY, SMITH & FRANK LLP - TRACEY MASON
95 BARBER GREENE ROAD
TORONTO ON M3C 3E9

CONTINUED... 2

RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420094244.11

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

REPORT : PSSR060
PAGE : 2

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
FILE CURRENCY : 19APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 771873525

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 001 20210426 1043 1031 4548 P PPSA 05

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME M PLACE HOSPITALITY CORP.

ONTARIO CORPORATION NO.

04 ADDRESS 31 MARKET PL SRATFORD ON N5A 1A4

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

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT HER MAJESTY IN RIGHT OF ONTARIO REPRESENTED BY THE MINISTER OF FINANCE

09 ADDRESS 300-1400 BLAIR TOWERS PLACE OTTAWA ON K1J 9B8

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X X X 30686 26APR2026

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT MINISTRY OF FINANCE, AM & COLLECTIONS BRANCH (EHT) BN#823083035

17 ADDRESS 300-1400 BLAIR TOWERS PLACE (365/187) OTTAWA ON K1J 9B8

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

CONTINUED... 3

RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420094244.11

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

REPORT : PSSR060
PAGE : 3

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
FILE CURRENCY : 19APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
753174702

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 2 20190709 1615 6005 2413 P PPSA 05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME M PLACE HOSPITALITY CORP.

04 ADDRESS 27 MARKET PLACE STRATFORD ONTARIO CORPORATION NO.
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON N5A 1A4

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME THE HUB STRATFORD

07 ADDRESS 27 MARKET PLACE STRATFORD ONTARIO CORPORATION NO.
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON N5A 1A4

08 SECURED PARTY / CWB NATIONAL LEASING INC.
LIEN CLAIMANT

09 ADDRESS 1525 BUFFALO PLACE (2925377) WINNIPEG MB R3T 1L9
COLLATERAL CLASSIFICATION

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE
13 GENERAL ALL REFRIGERATED DISPLAY CASE WITH RELATED COMPONENTS OF EVERY NATURE
14 COLLATERAL OR KIND DESCRIBED IN AGREEMENT NUMBER 2925377, BETWEEN THE SECURED
15 DESCRIPTION PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL
16 REGISTERING
AGENT

17 ADDRESS

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

RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420094244.11

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

REPORT : PSSR060
PAGE : 4

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
FILE CURRENCY : 19APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 753174702

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 2 20190709 1615 6005 2413

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND

14 COLLATERAL DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED...

RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420094244.11

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

REPORT : PSSR060
PAGE : 5

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
FILE CURRENCY : 19APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 752301783

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

01 001 1 20190613 1729 1590 8853 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME M PLACE HOSPITALITY CORP.

ONTARIO CORPORATION NO.

04 ADDRESS 25 MARKET PLACE STRATFORD ON N5A 1A4

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / COSMAN MORTGAGE CAPITAL CORPORATION
LIEN CLAIMANT

09 ADDRESS UNIT 210 - 2985 DREW ROAD MISSISSAUGA ON L4T 0A7

COLLATERAL CLASSIFICATION

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

10 X X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT DEVRY, SMITH & FRANK LLP

17 ADDRESS 100-95 BARBER GREENE ROAD TORONTO ON M3C 3E9

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

CONTINUED... 6

RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420094244.11

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

REPORT : PSSR060
PAGE : 6

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
FILE CURRENCY : 19APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
751488633

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 35 20190523 1038 1901 7059 P PPSA 05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME LARSON PROPERTIES PARTNERSHIP CORP.

04 ADDRESS 27 MARKET PL STRATFORD ONTARIO CORPORATION NO.
ON N5A 1A4

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
23FEB1987 KEVIN G LARSON

06 NAME BUSINESS NAME

07 ADDRESS 11 DALY AVE STRATFORD ONTARIO CORPORATION NO.
ON N5A 1B7

08 SECURED PARTY / EQUIREX, A DIVISION OF BENNINGTON FINANCIAL CORP.
LIEN CLAIMANT

09 ADDRESS 101-1465 NORTH SERVICE RD E OAKVILLE ON L6H 1A7
COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X 22MAY2024

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE
13 GENERAL PURSUANT TO LEASE AGREEMENT 20002096, ALL PRESENT AND FUTURE
14 COLLATERAL EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 20002096 TOGETHER WITH ALL
15 DESCRIPTION ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
16 REGISTERING ESC CORPORATE SERVICES LTD.
AGENT

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420094244.11

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

REPORT : PSSR060
PAGE : 7

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
FILE CURRENCY : 19APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 751488633

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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01 002 35 20190523 1038 1901 7059

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME M PLACE HOSPITALITY CORP.

ONTARIO CORPORATION NO.

04 ADDRESS 305-10 DOWNIE ST. FESTIVAL SQ STRATFORD ON N5A 7K4

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME BARD STEAKHOUSE, THE HUB

ONTARIO CORPORATION NO.

07 ADDRESS 305-10 DOWNIE ST. FESTIVAL SQ STRATFORD ON N5A 7K4

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE,

14 COLLATERAL ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

15 DESCRIPTION DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,

16 REGISTERING

AGENT

17 ADDRESS

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

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RUN NUMBER : 110
RUN DATE : 2023/04/20
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PROVINCE OF ONTARIO
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REPORT : PSSR060
PAGE : 8

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
FILE CURRENCY : 19APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 751488633

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

01 003 35 20190523 1038 1901 7059

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME COOPER DEVELOPMENTS (1) INC.

ONTARIO CORPORATION NO.

04 ADDRESS 31 MARKET PL STRATFORD ON N5A 1A4

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 23FEB1987 KEVIN LARSON

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 11 DALY AVE STRATFORD ON N5A 1B7

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS,

14 COLLATERAL ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF

15 DESCRIPTION TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY

16 REGISTERING

AGENT

17 ADDRESS

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

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RUN NUMBER : 110
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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00 751488633

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 004 35 20190523 1038 1901 7059

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR
14 COLLATERAL COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF
15 DESCRIPTION THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 5 HVE

16 REGISTERING
AGENT

17 ADDRESS

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

CONTINUED... 10

RUN NUMBER : 110
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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00 751488633

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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01 005 35 20190523 1038 1901 7059

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL TRUCK 9 STATION SMOKER ASSY C/W 4 CASTER WHEELS 1 20" FIXED DEAD

14 COLLATERAL SQUEEGEE GREEN 1 SMALL UTILITY BRUSH RED MEDIUM BRISTLE 1 SHORT

15 DESCRIPTION HANDLE BRUSH STIFF GREEN 1 51" ULTRA HYGIENE HANDLE PP RED 1 LOBBY

16 REGISTERING

AGENT

17

ADDRESS

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

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RUN NUMBER : 110
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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01 006 35 20190523 1038 1901 7059

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL DUSTPAN W/ BROOM GREEN 1 2KN WHITE TAP SCABBARD 1 ROAST TIER HORN

14 COLLATERAL S/S MEDIUM 1 FDICK BRINE TESTER 0-25% SALOMETER 1 BUTCHER TWINE

15 DESCRIPTION DISPENSER 2 10" CIMITER CURVED 1 51" ALUM HDL GREEN SLEEVE 1 SMALL

16 REGISTERING

AGENT

17

ADDRESS

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

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12

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PROVINCE OF ONTARIO
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01 007 35 20190523 1038 1901 7059

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL UTILITY BRUSH GREEN MEDIUM BRISTLE 1 LONG HANDLE BRUSH GREEN 1

14 COLLATERAL WALL/FLOOR WASH BRUSH GREEN 4 BULLY BOOT SIZE 10 BLUE 1 SCABBARD

15 DESCRIPTION CHAIN BELT 1 JET NET 16/3 STITCH POLY 50 METRE 1 POLYBAG SEALER

16 REGISTERING

AGENT

17 ADDRESS

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

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PROVINCE OF ONTARIO
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CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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01 008 35 20190523 1038 1901 7059

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL (USES TAPE-U) 10 TWINE #6R (1260 FT/ROLL) 1 SHARPENER PORTABLE

14 COLLATERAL COUNTERTOP 1 51" ALUM HDL RED SLEEVE 4 SCOOP SMALL 1 MINI BENCH

15 DESCRIPTION SCRAPER GREEN 1 TUBE/VALVE BRUSH STIFF RED 1 LOBBY DUSTPAN W/ BROOM

16 REGISTERING

AGENT

17 ADDRESS

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

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RUN NUMBER : 110
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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751488633

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
009 35 20190523 1038 1901 7059

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL RED 1 GLOVE WILCO REGULAR CUFF BLUE LARGE 10 GOWN XL XLONG ELAST

14 COLLATERAL CUTT 4MIL WHITE 1 #7 PRO PUMP C/W SINGLE NDLE 1 TWINE RED/WHITE

15 DESCRIPTION 3PLY 1 KG SPOOL 1750 M 3 8" BREAKING KNIFE CURVED 1 20" FIXED HEAD

16 REGISTERING
AGENT

17 ADDRESS

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

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RUN NUMBER : 110
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PROVINCE OF ONTARIO
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01 010 35 20190523 1038 1901 7059

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL SQUEEGEE RED 4 SCOOP LARGE 1 MINI BENCH SCRAPER RED 1 LONG HANDLE

14 COLLATERAL BRUSH RED 1 51" ULTRA HYGIENE HANDLE PP GREEN 4 BOOT BEKINA P230

15 DESCRIPTION BLUE SIZE 11 10 18" VR SLEEVES WHITE 4MIL 1 JET NET 22/3 STITCH

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 16

RUN NUMBER : 110
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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01 011 35 20190523 1038 1901 7059

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL POLY 50 METRE 2 TAPE RED PVC 6 6" BONING KNIFE STR STIFF EXTRA WIDE

14 COLLATERAL 1 12" DICKORON STEEL SAPP CUT OVAL RED HANDLE 1 PRO SMOKER 'N

15 DESCRIPTION ROASTER 320T-HVE, E-SERIES VERTICAL SMOKER C/W MAX500 DIGITAL CONTROL

16 REGISTERING

AGENT

17

ADDRESS

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

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17

RUN NUMBER : 110
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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01 012 35 20190523 1038 1901 7059

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

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

11 MOTOR

12 VEHICLE

13 GENERAL WITH IMAX DATA CONVERTER, SG300 PELLET SMOKE GENERATOR WITH 16GA

14 COLLATERAL STAINLESS CONNECTING PIPE TO SMOKEHOUSE, ROOF MOUNTED POWER EXHAUST

15 DESCRIPTION SYSTEM, (2) 6-STATION STAINLESS STEEL PRODUCT TRUCK, (12) STAINLESS

16 REGISTERING

AGENT

17 ADDRESS

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

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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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01 013 35 20190523 1038 1901 7059

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL STEEL SCREENS AND (60) STAINLESS STEEL V-SHAPED STICKS 1 EPOXY WIRE

14 COLLATERAL SHELVING UNIT 8 PLASTIC SHELF LINER 36 X 18" 6 CAMBRO FOOD STORAGE

15 DESCRIPTION CONTAINER LID - 22 QUARTZ 1 FIRE EXTINGUISHER 3 PVC APRON 36

16 REGISTERING
AGENT

17 ADDRESS

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

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01 014 35 20190523 1038 1901 7059

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL CAMBRO FOOD STORAGE CONTAINER LID - 2 AND 4 QUARTZ 4 CROSS-STACK TUB

14 COLLATERAL RED 1 BAG TAPER 3/8" CAPACITY 18 CAMBRO FOOD STORAGE CONTAINERS -

15 DESCRIPTION 2 QUARTZ 1 WIRE BASKET SHELVING 2 ADDITIONAL EPOXY WIRE SHELVES 36

16 REGISTERING

AGENT

17

ADDRESS

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

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FILE CURRENCY : 19APR 2023

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00 751488633

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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01 015 35 20190523 1038 1901 7059

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL X 18" ZINC 6 CAMBRO FOOD STORAGE CONTAINERS - 8 QUARTZ 6 CAMBRO

14 COLLATERAL FOOD STORAGE CONTAINER LID - 8 QUARTZ 1 ADVANCE FLOOR CLEANING

15 DESCRIPTION MACHINE 1 TEMPERATURE GUN 4 ULINE THIN TRASH CAN 1 SANITIZING

16 REGISTERING

AGENT

17

ADDRESS

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

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PROVINCE OF ONTARIO
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751488633

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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016 35 20190523 1038 1901 7059

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

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COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL FOOTBATH MAT 2 ALL PURPOSE ACRYLIC DISPENSER - MULTI-COMPARTMENT 3

14 COLLATERAL RUBBERMAID SCOOP - PLASTIC 1 ULINE THIN TRASH CAN BLUE 1 CHROME

15 DESCRIPTION WIRE SHELVES - 36 X 18" PART OF KIT 1 36 X 18 WIRE BASKET 3/CT PART

16 REGISTERING
AGENT

17 ADDRESS

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RUN NUMBER : 110
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01 017 35 20190523 1038 1901 7059

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

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04 ADDRESS

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COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL OF KIT 2 CASTERS FOR OPEN WIRE SHELVING UNIT - SET OF 4 12 CAMBRO

14 COLLATERAL FOOD STORAGE CONTAINERS - 12 QUARTZ 1 POLY BRUSH 3 ULINE FIRST AID

15 DESCRIPTION KIT 18 CAMBRO FOOD STORAGE CONTAINERS - 4 QUARTZ 4 CROSS-STACK TUB

16 REGISTERING

AGENT

17

ADDRESS

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

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RUN NUMBER : 110
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01 018 35 20190523 1038 1901 7059

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03 NAME BUSINESS NAME

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COLLATERAL CLASSIFICATION

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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL BLUE 2 RUBBERMAID WET FLOOR SIGN 1 POLY TUBING DISPENSER 1 ULINE

14 COLLATERAL SERVICE CART 2 ZINC EPOXY WIRE POSTS WITH FEET - 63" PART OF KIT 1

15 DESCRIPTION 3M 5300 CLEANING PAD 6 NEMESIS SAFETY GLASSES 2 ULINE 2-IN-1 TAPE

16 REGISTERING

AGENT

17

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RUN NUMBER : 110
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CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
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YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL DISPENSER 6 CAMBRO FOOD STORAGE CONTAINERS - 22 QUARTZ 2 DYMO

14 COLLATERAL POSTAL SCALE 1 ULINE STANDARD TILT TRUCK - 1/2 CUBIC YARD, GRAY 7

15 DESCRIPTION ULINE THIN TRASH CAN BLACK 2 POST FOR CHROME WIRE SHELVING - 63"

16 REGISTERING

AGENT

17 ADDRESS

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01 020 35 20190523 1038 1901 7059

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09 ADDRESS

COLLATERAL CLASSIFICATION

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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL PART OF KIT 1 RITMULLER GRAND PIANO 5'3" 7 PIANO HEATERS 4 ST.

14 COLLATERAL TROPEZ 35" SQUARE COUNTER TABLE 22 ST. TROPEZ COUNTER CHAIR 2 72"

15 DESCRIPTION RECTANGULAR DINING TABLEW/ 1.625 UMBRELLA HOLE 10 ADDY DINING SIDE

16 REGISTERING

AGENT

17

ADDRESS

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01 021 35 20190523 1038 1901 7059

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

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09 ADDRESS

COLLATERAL CLASSIFICATION

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10

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL CHAIR 1 HARVEST BAR TABLE 8 SWIVEL BAR STOOL 1 ST. TROPEZ 28" SQ

14 COLLATERAL COUNTER TABLE 2 CONDAIR B500 UV AUTOMATIC FILL HUMIDIFIER 1 BR01 &

15 DESCRIPTION BR02 COOLER/FREEZER COMBO 1 BR03 FRESH COOLER BOX 1 BR04 PRODUCTION

16 REGISTERING

AGENT

17 ADDRESS

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

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01 022 35 20190523 1038 1901 7059

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL PLANT COOLER BOX 1 BR05 AGING ROOM COOLER BOX 1 BR06 PROCESSING

14 COLLATERAL COOLER BOX 1 BR07 PRODUCTION PLANT COOLER BOX 10 SQUIRREL MAG SWIPE

15 DESCRIPTION CARDS 1 WORKSTATION 10LXSSD 1 DELL OPTIPLEX 7060 MICRO WINDOWS 10

16 REGISTERING

AGENT

17

ADDRESS

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

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01 023 35 20190523 1038 1901 7059

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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COLLATERAL CLASSIFICATION

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

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL W/ ESET 2 6710U SCALE W/ POST DISPLAY BUNDLE 2 EPSON TM-P20 MOBILE

14 COLLATERAL PRINTER 2 EPSON TM-U220B SERIAL IMPACT PRINTER W/ CUTTER 5 APC UPS

15 DESCRIPTION 350VA BK350 1 EPSON TM-T88VI THERMAL PRINTER 4 HONEYWELL HYPERION

16 REGISTERING

AGENT

17 ADDRESS

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

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PROVINCE OF ONTARIO
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01 024 35 20190523 1038 1901 7059

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL 1300G BARCODE READER KIT 2 APG PRINTER DRIVEN CASH DRAWER VASARIO

14 COLLATERAL DUAL MEDIA SLOT 1616 1 APC UPS 1000VA BR1000MS (HOST/MONITOR) 6

15 DESCRIPTION BROWNE MIXING BOWL 1.5 QT S/S 6 BROWNE MIXING BOWL 13 QT S/S 6

16 REGISTERING

AGENT

17 ADDRESS

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

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PROVINCE OF ONTARIO
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COLLATERAL CLASSIFICATION

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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL BROWNE MIXING BOWL 5 QT S/S 6 VOLLRATH BUS BIN LID WHITE 6

14 COLLATERAL RUBBERMAID FG334992WHT BUS BIN 15X20X5 WHITE 6 BROWNE TONG 9" S/S 4

15 DESCRIPTION BROWNE FRENCH WHIP 12" 1 KITCHENAID 4KP26M1XGC STAND MIXER PRO 600

16 REGISTERING
AGENT

17 ADDRESS

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

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01 026 35 20190523 1038 1901 7059

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COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL CINNAMON 2 VOLLRATH CUTTING BOARD WHITE 2 VOLLRATH CUTTING BOARD

14 COLLATERAL RED 1 VOLLRATH CUTTING BOARD GREEN 1 BUNN-O-MATIC ESPRESSO MACHINE

15 DESCRIPTION CLEAN TAB 1 RABCO COFFEE BRUSH 1 BBC COFFEE EQUIPMENT CLEANER 4

16 REGISTERING
AGENT

17 ADDRESS

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

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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

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10

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL RABCO BUN PAN 18 X 26 ALUMINUM 4 RABCO BUN PAN 13 X 18 ALUMINUM 4

14 COLLATERAL RABCO BUN PAN 15 X 21 ALUMINUM 2 LIBBEY BELGIAN BEER GLASS 13OZ 1

15 DESCRIPTION LIBBEY BELGIAN BEER GLASS 16OZ 2 BROWNE CUTTING BOARD 18 X 24 PVC 6

16 REGISTERING
AGENT

17 ADDRESS

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

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02 DEBTOR

03 NAME BUSINESS NAME

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10

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL RUBBERMAID RCP-2020793 BIN INGREDIENT 124LB MOBILE 1 MVP KSM-42

14 COLLATERAL REFRIGERATED MERCHANDISER 1 TRUE TSSU-60-16-HC SANDWICH/SALAD

15 DESCRIPTION PREPARATION REFRIGERATOR 2 MVP KGF-23 FREEZER MERCHANDISER 3

16 REGISTERING

AGENT

17

ADDRESS

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

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RUN NUMBER : 110
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ID : 20230420094244.11

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

REPORT : PSSR060
PAGE : 34

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
FILE CURRENCY : 19APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 751488633

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 029 35 20190523 1038 1901 7059

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL GARLAND GF14 GAS FLOOR FRYER 2 TRIMEN FRYER SPLASH STAINLESS 4 1 5"

14 COLLATERAL PASTRY BRUSH NAT BRISTLES 4 3" PASTRY BRUSH NAT BRISTLES 12

15 DESCRIPTION PULLMAN PAN 4X12" 3 STRAP 1 COVER FOR 4 X 12" PULLMAN PAN 12 MUFFIN

16 REGISTERING

AGENT

17

ADDRESS

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

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RUN NUMBER : 110
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PROVINCE OF ONTARIO
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ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 35

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
FILE CURRENCY : 19APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 751488633

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 030 35 20190523 1038 1901 7059

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL PAN 12-ON 2-3/4" 22GA ALUMINUM STEEL 6 PAN FLAN FLUTED 2" X 1

14 COLLATERAL REMOVABLE 6 ROUND LAYER CAKE PANS 8 X 2 GLAZED 6 ROUND LAYER CAKE

15 DESCRIPTION PANS 10 X 2 GLAZED 1 ADJUSTABLE DOUGH DIVIDER 6-ROW 12 PROOFING

16 REGISTERING

AGENT

17

ADDRESS

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

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RUN NUMBER : 110
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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00 751488633

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 031 35 20190523 1038 1901 7059

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL BASKET 22CM ROUND 1KG 12 PROOFING BASKET 25X16 OVAL 1 KG 4 COUCHE

14 COLLATERAL 100% LINEN 36" X 26" 4 SCORING BLADES (LAMES) INDIVIDUAL 4 PLASTIC

15 DESCRIPTION BENCH/DOUGH SCRAPER 4 DOUGH SCRAPER WHITE HANDLE 12 18X26X9" H

16 REGISTERING AGENT

17 ADDRESS

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

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RUN NUMBER : 110
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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01 032 35 20190523 1038 1901 7059

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL DOUGH BOX 1 LID DOUGH BOX 1 SMALL-WARE AS PER QUOTE# ORD013097

14 COLLATERAL DATED APR 9,2019 2 DIGI CANADA 63934 SM5300B, LINERLESS W/

15 DESCRIPTION AUTO-CUTTER 15KG 1 KPC2000-06A DIGI SCALE 1 ESCALI M-SERIES NSF

16 REGISTERING

AGENT

17 ADDRESS

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

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RUN NUMBER : 110
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 033 35 20190523 1038 1901 7059

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL SCALE 6 CUTTING BOARD 2 MAGNETIC 12" WOOD KNIFE BAR 3 GLOVE

14 COLLATERAL DISPENSER 100 MEAT HOOK 2 DUNNAGE SLOTTED 1 CAM SQUARE CONTAINER 1

15 DESCRIPTION KWS-CY-150 BARREL SCALE 150KG 11 METRO MAX 4 21" X 42" STARTER KIT

16 REGISTERING

AGENT

17 ADDRESS

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

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PROVINCE OF ONTARIO
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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

01 034 35 20190523 1038 1901 7059

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL 4 SHELF 2 PIE SERVER PLASTIC HANDLE 4 PASTRY BAG HD PLASTIC/CANVAS

14 COLLATERAL 1 TIP SET 27 PIECE 1 CHOPPER 38" EASY 1 MEASURING SPOON 2 S/S

15 DESCRIPTION MEASURING CUP SET 2 MEASURING CUP 2 BOUNCER MEASURING CUP 4 SLAB,

16 REGISTERING

AGENT

17 ADDRESS

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

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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 035 35 20190523 1038 1901 7059

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

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

11 MOTOR

12 VEHICLE

13 GENERAL RUBIS 4 # AF20024266 2 GLASS, EP 6MM RUBIS 4 # AF200024048

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

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

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RUN NUMBER : 110
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	35		20190704 1517 1902 0949	
21	FILE NUMBER	751488633			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

A AMENDMENT
FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME LARSON PROPERTIES PARTNERSHIP CORP.
TRANSFEROR
25 OTHER CHANGE
26 REASON/ AMEND GENERAL COLLATERAL
27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL PURSUANT TO LEASE AGREEMENT 20002096, ALL PRESENT AND FUTURE

14 COLLATERAL EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 20002096 TOGETHER WITH ALL

15 DESCRIPTION ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

16 REGISTERING AGENT OR ESC CORPORATE SERVICES LTD.

17 SECURED PARTY/ ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

LIEN CLAIMANT

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

CONTINUED... 42

RUN NUMBER : 110
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PROVINCE OF ONTARIO
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ENQUIRY SEARCH RESPONSE

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORRECT PERIOD
01	002	35		20190704 1517 1902 0949			
21	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			
24	DEBTOR/ BUSINESS NAME		
25	TRANSFEROR		
26	OTHER CHANGE		
27	REASON/ DESCRIPTION		

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

05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	MATURITY OR	MATURITY DATE
10	YEAR MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE,
14 COLLATERAL ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
15 DESCRIPTION DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,
16 REGISTERING AGENT OR
17 SECURED PARTY/ ADDRESS
LIEN CLAIMANT

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

PROVINCE OF ONTARIO
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 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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01	003	35		20190704 1517 1902 0949			
21	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			
24	DEBTOR/ BUSINESS NAME		
25	TRANSFEROR		
26	OTHER CHANGE		
27	REASON/ DESCRIPTION		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/			
05	DEBTOR/		
03/	TRANSFeree BUSINESS NAME		

ONTARIO CORPORATION NO.

ADDRESS
04/07
29

ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR	MAKE	MODEL	V.I.N.
11			
12			

11 MOTOR VEHICLE
 12 GENERAL EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS,
 13 COLLATERAL ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF
 14 DESCRIPTION TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY
 15 REGISTERING AGENT OR
 16 SECURED PARTY/ ADDRESS
 17 LIEN CLAIMANT

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

PROVINCE OF ONTARIO
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 ENQUIRY SEARCH RESPONSE

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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORRECT PERIOD
01		004	35		20190704 1517 1902 0949			
21	RECORD REFERENCED	FILE NUMBER	751488633					
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		

ONTARIO CORPORATION NO.

04/07	ADDRESS
29	ASSIGNOR
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10								
	YEAR	MAKE		MODEL		V.I.N.		

11	MOTOR	
12	VEHICLE	
13	GENERAL	INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR
14	COLLATERAL	COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF
15	DESCRIPTION	THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 5 HVE TRUCK
16	REGISTERING AGENT OR	
17	SECURED PARTY/	ADDRESS
	LIEN CLAIMANT	

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

PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORRECT PERIOD
01		005	35		20190704 1517 1902 0949			
21	RECORD REFERENCED	FILE NUMBER	751488633					
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		

ONTARIO CORPORATION NO.

	ADDRESS
04/07	
29	ASSIGNOR
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

	ADDRESS
08	
09	

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11				
12				

13	GENERAL	9 STATION SMOKER ASSY C/W 4 CASTER WHEELS 1 20" FIXED DEAD SQUEEGEE
14	COLLATERAL	GREEN 1 SMALL UTILITY BRUSH RED MEDIUM BRISTLE 1 SHORT HANDLE BRUSH
15	DESCRIPTION	STIFF GREEN 1 51" ULTRA HYGIENE HANDLE PP RED 1 LOBBY DUSTPAN W/

	REGISTERING AGENT OR	ADDRESS
16		
17	SECURED PARTY/	
	LIEN CLAIMANT	

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

PROVINCE OF ONTARIO
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	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORRECT PERIOD
01		006	35		20190704 1517 1902 0949			
21	RECORD REFERENCED	FILE NUMBER	751488633					
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		

ONTARIO CORPORATION NO.

04/07	ADDRESS
29	ASSIGNOR
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08	ADDRESS
09	COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11				
12				

13	MOTOR VEHICLE	BROOM GREEN 1 2KN WHITE TAP SCABBARD 1 ROAST TIER HORN S/S MEDIUM 1
14	GENERAL	FDICK BRINE TESTER 0-25% SALOMETER 1 BUTCHER TWINE DISPENSER 2 10"
15	COLLATERAL DESCRIPTION	CIMITER CURVED 1 51" ALUM HDL GREEN SLEEVE 1 SMALL UTILITY BRUSH

16	REGISTERING AGENT OR
17	SECURED PARTY/
	LIEN CLAIMANT
	ADDRESS

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

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PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
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 ENQUIRY SEARCH RESPONSE

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 FILE CURRENCY : 19APR 2023

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01	007	35		20190704 1517 1902 0949			
21	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

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23			
24	BUSINESS NAME		
25	TRANSFEROR		
26	OTHER CHANGE		
27	REASON/ DESCRIPTION		

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05				
03/				

06 BUSINESS NAME

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11				
12				

13 GENERAL GREEN MEDIUM BRISTLE 1 LONG HANDLE BRUSH GREEN 1 WALL/FLOOR WASH
 14 COLLATERAL BRUSH GREEN 4 BULLY BOOT SIZE 10 BLUE 1 SCABBARD CHAIN BELT 1 JET NET
 15 DESCRIPTION 16/3 STITCH POLY 50 METRE 1 POLYBAG SEALER (USES TAPE-U) 10 TWINE

16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

PROVINCE OF ONTARIO
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01	008	35		20190704 1517 1902 0949			
21	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			
24	DEBTOR/ BUSINESS NAME		
25	TRANSFEROR		
26	OTHER CHANGE		
27	REASON/ DESCRIPTION		

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05				
03/				

06 BUSINESS NAME
 07 ADDRESS
 08 ONTARIO CORPORATION NO.

09 ADDRESS
 10 COLLATERAL CLASSIFICATION
 11 CONSUMER
 12 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER

MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO FIXED MATURITY DATE
13		
14		
15		

YEAR	MAKE	MODEL	V.I.N.
11			
12			

13 MOTOR VEHICLE
 14 GENERAL #6R (1260 FT/ROLL) 1 SHARPENER PORTABLE COUNTERTOP 1 51" ALUM HDL RED
 15 COLLATERAL SLEEVE 4 SCOOP SMALL 1 MINI BENCH SCRAPER GREEN 1 TUBE/VALVE BRUSH
 16 DESCRIPTION STIFF RED 1 LOBBY DUSTPAN W/ BROOM RED 1 GLOVE WILCO REGULAR CUFF
 17 REGISTERING AGENT OR
 18 SECURED PARTY/ ADDRESS
 19 LIEN CLAIMANT

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

PROVINCE OF ONTARIO
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01		009	35		20190704 1517 1902 0949			
21	RECORD REFERENCED	FILE NUMBER	751488633					
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		

ONTARIO CORPORATION NO.

04/07	ADDRESS
29	ASSIGNOR
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09	ADDRESS
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COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11				
12				

13	GENERAL	BLUE LARGE 10 GOWN XL XLONG ELAST CUTT 4MIL WHITE 1 #7 PRO PUMP C/W
14	COLLATERAL	SINGLE NDLE 1 TWINE RED/WHITE 3PLY 1 KG SPOOL 1750 M 3 8" BREAKING
15	DESCRIPTION	KNIFE CURVED 1 20" FIXED HEAD SQUEEGEE RED 4 SCOOP LARGE 1 MINI BENCH

16	REGISTERING AGENT OR
17	SECURED PARTY/
	LIEN CLAIMANT
	ADDRESS

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

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01	010	35		20190704 1517 1902 0949			
21	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			
24	DEBTOR/ BUSINESS NAME		
25	TRANSFEROR		
26	OTHER CHANGE		
27	REASON/ DESCRIPTION		

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05				
03/				

06 BUSINESS NAME

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09 ADDRESS

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11				
12				

13 GENERAL SCRAPER RED 1 LONG HANDLE BRUSH RED 1 51" ULTRA HYGIENE HANDLE PP
 14 COLLATERAL GREEN 4 BOOT BEKINA P230 BLUE SIZE 11 10 18" VR SLEEVES WHITE 4MIL 1
 15 DESCRIPTION JET NET 22/3 STITCH POLY 50 METRE 2 TAPE RED PVC 6 6" BONING KNIFE

16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

RUN NUMBER : 110
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PROVINCE OF ONTARIO
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01	011	35		20190704 1517 1902 0949			
21	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

REFERENCE	DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
23	OTHER CHANGE				
24	REASON/ DESCRIPTION				

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05				
03/06				

ASSIGNOR	BUSINESS NAME
04/07	

ONTARIO CORPORATION NO.

ADDRESS
29

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08

ADDRESS
09

COLLATERAL CLASSIFICATION

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

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

GENERAL DESCRIPTION	DESCRIPTION
12	
13	STR STIFF EXTRA WIDE 1 12" DICKORON STEEL SAPP CUT OVAL RED HANDLE 1
14	PRO SMOKER 'N ROASTER 320T-HVE, E-SERIES VERTICAL SMOKER C/W MAX500
15	DIGITAL CONTROL WITH IMAX DATA CONVERTER, SG300 PELLET SMOKE

REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS
16	
17	

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

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PROVINCE OF ONTARIO
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21	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

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23			
24	DEBTOR/ BUSINESS NAME		
25	TRANSFEROR		
26	OTHER CHANGE		
27	REASON/ DESCRIPTION		

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05				
03/				

06 BUSINESS NAME

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09 ADDRESS

COLLATERAL CLASSIFICATION

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

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

12 VEHICLE
13 GENERAL GENERATOR WITH 16GA STAINLESS CONNECTING PIPE TO SMOKEHOUSE, ROOF
14 COLLATERAL MOUNTED POWER EXHAUST SYSTEM, (2) 6-STATION STAINLESS STEEL PRODUCT
15 DESCRIPTION TRUCK, (12) STAINLESS STEEL SCREENS AND (60) STAINLESS STEEL V-SHAPED
16 REGISTERING AGENT OR
17 SECURED PARTY/ ADDRESS
LIEN CLAIMANT

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

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01		013	35		20190704 1517 1902 0949			
21	RECORD REFERENCED	FILE NUMBER	751488633					
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		

ONTARIO CORPORATION NO.

04/07	ADDRESS
29	ASSIGNOR
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08	ADDRESS
09	COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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	YEAR	MAKE	MODEL	V.I.N.
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11	MOTOR			
12	VEHICLE			
13	GENERAL	STICKS 1 EPOXY WIRE SHELVING UNIT 8 PLASTIC SHELF LINER 36 X 18" 6		
14	COLLATERAL	CAMBRO FOOD STORAGE CONTAINER LID - 22 QUARTZ 1 FIRE EXTINGUISHER 3		
15	DESCRIPTION	PVC APRON 36 CAMBRO FOOD STORAGE CONTAINER LID - 2 AND 4 QUARTZ 4		
16	REGISTERING AGENT OR			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS		

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

PROVINCE OF ONTARIO
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01		014	35		20190704 1517 1902 0949			
21	RECORD REFERENCED	FILE NUMBER	751488633					
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		

ONTARIO CORPORATION NO.

04/07	ADDRESS
29	ASSIGNOR
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08	ADDRESS
09	COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	YEAR	MAKE		MODEL	V.I.N.			

11	MOTOR							
12	VEHICLE							
13	GENERAL	CROSS-STACK TUB	RED 1 BAG TAPER 3/8" CAPACITY 18	CAMBRO FOOD STORAGE				
14	COLLATERAL	CONTAINERS - 2 QUARTZ 1 WIRE BASKET	SHELVING 2 ADDITIONAL EPOXY WIRE					
15	DESCRIPTION	SHELVES 36 X 18" ZINC 6	CAMBRO FOOD STORAGE CONTAINERS - 8 QUARTZ 6					
16	REGISTERING AGENT OR							
17	SECURED PARTY/	ADDRESS						
	LIEN CLAIMANT							

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

PROVINCE OF ONTARIO
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21	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			
24	DEBTOR/ BUSINESS NAME		
25	TRANSFEROR		
26	OTHER CHANGE		
27	REASON/ DESCRIPTION		

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05				
03/				

06 BUSINESS NAME

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09 ADDRESS

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11				
12				

13 GENERAL CAMBRO FOOD STORAGE CONTAINER LID - 8 QUARTZ 1 ADVANCE FLOOR CLEANING

14 COLLATERAL MACHINE 1 TEMPERATURE GUN 4 ULINE THIN TRASH CAN 1 SANITIZING

15 DESCRIPTION FOOTBATH MAT 2 ALL PURPOSE ACRYLIC DISPENSER - MULTI-COMPARTMENT 3

16 REGISTERING AGENT OR

17 SECURED PARTY/ ADDRESS

LIEN CLAIMANT

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

PROVINCE OF ONTARIO
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01	016	35		20190704 1517 1902 0949			
21	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			
24	DEBTOR/ BUSINESS NAME		
25	TRANSFEROR		
26	OTHER CHANGE		
27	REASON/ DESCRIPTION		

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05				
03/				

06 BUSINESS NAME

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09 ADDRESS

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11				
12				

13 GENERAL RUBBERMAID SCOOP - PLASTIC 1 ULINE THIN TRASH CAN BLUE 1 CHROME WIRE
 14 COLLATERAL SHELVES - 36 X 18" PART OF KIT 1 36 X 18 WIRE BASKET 3/CT PART OF KIT
 15 DESCRIPTION 2 CASTERS FOR OPEN WIRE SHELVING UNIT - SET OF 4 12 CAMBRO FOOD

16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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01		017	35		20190704 1517 1902 0949			
21	RECORD REFERENCED	FILE NUMBER	751488633					
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		

06					ONTARIO CORPORATION NO.
04/07	ADDRESS				

29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				

09	ADDRESS				
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COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11				
12				

13	GENERAL	STORAGE CONTAINERS - 12 QUARTZ 1 POLY BRUSH 3 ULINE FIRST AID KIT 18
14	COLLATERAL DESCRIPTION	CAMBRO FOOD STORAGE CONTAINERS - 4 QUARTZ 4 CROSS-STACK TUB BLUE 2 RUBBERMAID WET FLOOR SIGN 1 POLY TUBING DISPENSER 1 ULINE SERVICE

16	REGISTERING AGENT OR				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

PROVINCE OF ONTARIO
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21	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
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24	DEBTOR/ BUSINESS NAME		
25	TRANSFEROR		
26	OTHER CHANGE		
27	REASON/ DESCRIPTION		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/			
05	DEBTOR/ BUSINESS NAME		
03/	TRANSFeree		

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR	MAKE	MODEL	V.I.N.
11			
12	MOTOR VEHICLE		
13	GENERAL CART 2 ZINC EPOXY WIRE POSTS WITH FEET - 63" PART OF KIT 1 3M 5300		
14	COLLATERAL CLEANING PAD 6 NEMESIS SAFETY GLASSES 2 ULINE 2-IN-1 TAPE DISPENSER 6		
15	DESCRIPTION CAMBRO FOOD STORAGE CONTAINERS - 22 QUARTZ 2 DYMO POSTAL SCALE 1		
16	REGISTERING AGENT OR		
17	SECURED PARTY/ ADDRESS		
	LIEN CLAIMANT		

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

PROVINCE OF ONTARIO
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 ENQUIRY SEARCH RESPONSE

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 PAGE : 59

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 ID : 20230420094244.11

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
 FILE CURRENCY : 19APR 2023

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01	019	35		20190704 1517 1902 0949			
21	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			
24	DEBTOR/ BUSINESS NAME		
25	TRANSFEROR		
26	OTHER CHANGE		
27	REASON/ DESCRIPTION		

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05				
03/				

06 BUSINESS NAME
 04/07 ADDRESS
 29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
08							
09	ADDRESS						
10	YEAR	MAKE	MODEL	V.I.N.			

11 MOTOR VEHICLE
 12 GENERAL ULINE STANDARD TILT TRUCK - 1/2 CUBIC YARD, GRAY 7 ULINE THIN TRASH
 13 COLLATERAL CAN BLACK 2 POST FOR CHROME WIRE SHELVING - 63" PART OF KIT 1
 14 DESCRIPTION RITMULLER GRAND PIANO 5'3" 7 PIANO HEATERS 4 ST. TROPEZ 35" SQUARE
 15 REGISTERING AGENT OR
 16 SECURED PARTY/ ADDRESS
 17 LIEN CLAIMANT

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

PROVINCE OF ONTARIO
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REPORT : PSSR060
 PAGE : 60

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 RUN DATE : 2023/04/20
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TYPE OF SEARCH : BUSINESS DEBTOR
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01	020	35		20190704 1517 1902 0949			
21	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			
24	DEBTOR/ BUSINESS NAME		
25	TRANSFEROR		
26	OTHER CHANGE		
27	REASON/ DESCRIPTION		

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05				
03/				
06				

ONTARIO CORPORATION NO.

ASSIGNOR	ADDRESS
04/07	
29	
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	

ASSIGNOR	ADDRESS
08	
09	
COLLATERAL CLASSIFICATION	

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11				
12				

13 GENERAL COUNTER TABLE 22 ST. TROPEZ COUNTER CHAIR 2 72" RECTANGULAR DINING
 14 COLLATERAL TABLE/ 1.625 UMBRELLA HOLE 10 ADDY DINING SIDE CHAIR 1 HARVEST BAR
 15 DESCRIPTION TABLE 8 SWIVEL BAR STOOL 1 ST. TROPEZ 28" SQ COUNTER TABLE 2 CONDAIR
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

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TYPE OF SEARCH : BUSINESS DEBTOR
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21	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			
24	DEBTOR/ BUSINESS NAME		
25	TRANSFEROR		
26	OTHER CHANGE		
27	REASON/ DESCRIPTION		

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05				
03/				

06 BUSINESS NAME ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09 ADDRESS

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11				
12				

13 GENERAL B500 UV AUTOMATIC FILL HUMIDIFIER 1 BR01 & BR02 COOLER/FREEZER COMBO
 14 COLLATERAL 1 BR03 FRESH COOLER BOX 1 BR04 PRODUCTION PLANT COOLER BOX 1 BR05
 15 DESCRIPTION AGING ROOM COOLER BOX 1 BR06 PROCESSING COOLER BOX 1 BR07 PRODUCTION
 16 REGISTERING AGENT OR

17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

PROVINCE OF ONTARIO
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
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21	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			
24	DEBTOR/ BUSINESS NAME		
	TRANSFEROR		
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/			
05	DEBTOR/		
03/	TRANSFeree BUSINESS NAME		
06			
04/07	ADDRESS		
29	ASSIGNOR		
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		
08			
09	ADDRESS		

ONTARIO CORPORATION NO.

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

YEAR	MAKE	MODEL	V.I.N.
11			
12	MOTOR VEHICLE		
13	GENERAL PLANT COOLER BOX 10 SQUIRREL MAG SWIPE CARDS 1 WORKSTATION 10LXSSD 1		
14	COLLATERAL DELL OPTIPLEX 7060 MICRO WINDOWS 10 W/ ESET 2 6710U SCALE W/ POST		
15	DESCRIPTION DISPLAY BUNDLE 2 EPSON TM-P20 MOBILE PRINTER 2 EPSON TM-U220B SERIAL		
16	REGISTERING AGENT OR		
17	SECURED PARTY/ ADDRESS		
	LIEN CLAIMANT		

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

PROVINCE OF ONTARIO
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21	RECORD REFERENCED	FILE NUMBER	751488633					
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		

ONTARIO CORPORATION NO.

04/07	ADDRESS
29	ASSIGNOR
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09	ADDRESS
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COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11				
12				

13	GENERAL	IMPACT PRINTER W/ CUTTER 5 APC UPS 350VA BK350 1 EPSON TM-T88VI
14	COLLATERAL	THERMAL PRINTER 4 HONEYWELL HYPERION 1300G BARCODE READER KIT 2 APG
15	DESCRIPTION	PRINTER DRIVEN CASH DRAWER VASARIO DUAL MEDIA SLOT 1616 1 APC UPS

16	REGISTERING AGENT OR
17	SECURED PARTY/ ADDRESS
	LIEN CLAIMANT

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

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21	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			
24	DEBTOR/ BUSINESS NAME		
25	TRANSFEROR		
26	OTHER CHANGE		
27	REASON/ DESCRIPTION		

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05				
03/				

06 BUSINESS NAME

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

COLLATERAL CLASSIFICATION

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

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

12 VEHICLE
13 GENERAL 1000VA BR1000MS (HOST/MONITOR) 6 BROWNE MIXING BOWL 1.5 QT S/S 6
14 COLLATERAL BROWNE MIXING BOWL 13 QT S/S 6 BROWNE MIXING BOWL 5 QT S/S 6 VOLLRATH
15 DESCRIPTION BUS BIN LID WHITE 6 RUBBERMAID FG334992WHT BUS BIN 15X20X5 WHITE 6

16 REGISTERING AGENT OR
17 SECURED PARTY/ ADDRESS
LIEN CLAIMANT

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

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21	RECORD REFERENCED	FILE NUMBER	751488633					
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		

ONTARIO CORPORATION NO.

04/07	ADDRESS
29	ASSIGNOR
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08	ADDRESS
09	COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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	YEAR	MAKE	MODEL	V.I.N.
--	------	------	-------	--------

10	MOTOR VEHICLE			
11	GENERAL	BROWNE TONG 9" S/S 4	BROWNE FRENCH WHIP 12" 1	KITCHENAID 4KP26M1XGC
12	COLLATERAL	STAND MIXER PRO 600 CINNAMON 2	VOLLRATH CUTTING BOARD WHITE 2	
13	DESCRIPTION	VOLLRATH CUTTING BOARD RED 1	VOLLRATH CUTTING BOARD GREEN 1	

14	REGISTERING AGENT OR
15	SECURED PARTY/
16	LIEN CLAIMANT
17	ADDRESS

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PROVINCE OF ONTARIO
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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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01	026	35		20190704 1517 1902 0949			
21	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

REFERENCE	DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
23	24	25	26	27	28
23	DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24	OTHER CHANGE				
25	REASON/ DESCRIPTION				

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05				
03/06				
03/06				
04/07	ADDRESS			

ONTARIO CORPORATION NO.

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR	MAKE	MODEL	V.I.N.
11			
12			

11 MOTOR VEHICLE
 12 GENERAL BUNN-O-MATIC ESPRESSO MACHINE CLEAN TAB 1 RABCO COFFEE BRUSH 1 BBC
 13 COLLATERAL COFFEE EQUIPMENT CLEANER 4 RABCO BUN PAN 18 X 26 ALUMINUM 4 RABCO BUN
 14 DESCRIPTION PAN 13 X 18 ALUMINUM 4 RABCO BUN PAN 15 X 21 ALUMINUM 2 LIBBEY
 15 REGISTERING AGENT OR
 16 SECURED PARTY/ ADDRESS
 17 LIEN CLAIMANT

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

RUN NUMBER : 110
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22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

REFERENCE	DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
23	OTHER CHANGE				
24	REASON/ DESCRIPTION				

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05				

ASSIGNOR	BUSINESS NAME
03/06	

ONTARIO CORPORATION NO.

ASSIGNOR	ADDRESS
04/07	

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	ADDRESS
09	

COLLATERAL CLASSIFICATION

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

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

GENERAL DESCRIPTION	DESCRIPTION
12	
13	BELGIAN BEER GLASS 13OZ 1 LIBBEY BELGIAN BEER GLASS 16OZ 2 BROWNE
14	CUTTING BOARD 18 X 24 PVC 6 RUBBERMAID RCP-2020793 BIN INGREDIENT
15	124LB MOBILE 1 MVP KSM-42 REFRIGERATED MERCHANDISER 1 TRUE

REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS
16	
17	

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

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TYPE OF SEARCH : BUSINESS DEBTOR
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21	RECORD REFERENCED	FILE NUMBER	751488633					
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11				
12				

13 GENERAL TSSU-60-16-HC SANDWICH/SALAD PREPARATION REFRIGERATOR 2 MVP KGF-23
 14 COLLATERAL FREEZER MERCHANDISER 3 GARLAND GF14 GAS FLOOR FRYER 2 TRIMEN FRYER
 15 DESCRIPTION SPLASH STAINLESS 4 1 5" PASTRY BRUSH NAT BRISTLES 4 3" PASTRY BRUSH

16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			
24	DEBTOR/ BUSINESS NAME		
25	TRANSFEROR		
26	OTHER CHANGE		
27	REASON/ DESCRIPTION		

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05				
03/				

ADDRESS	ONTARIO CORPORATION NO.
04/07	
29	
ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	

ADDRESS
09

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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YEAR	MAKE	MODEL	V.I.N.
10			
11	MOTOR		
12	VEHICLE		
13	GENERAL	NAT BRISTLES 12 PULLMAN PAN 4X12" 3 STRAP 1 COVER FOR 4 X 12" PULLMAN	
14	COLLATERAL	PAN 12 MUFFIN PAN 12-ON 2-3/4" 22GA ALUMINUM STEEL 6 PAN FLAN FLUTED	
15	DESCRIPTION	2" X 1 REMOVABLE 6 ROUND LAYER CAKE PANS 8 X 2 GLAZED 6 ROUND LAYER	
16	REGISTERING AGENT OR		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	

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

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22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL CAKE PANS 10 X 2 GLAZED 1 ADJUSTABLE DOUGH DIVIDER 6-ROW 12 PROOFING
14 COLLATERAL BASKET 22CM ROUND 1KG 12 PROOFING BASKET 25X16 OVAL 1 KG 4 COUCHE
15 DESCRIPTION 100% LINEN 36" X 26" 4 SCORING BLADES (LAMES) INDIVIDUAL 4 PLASTIC

16 REGISTERING AGENT OR
17 SECURED PARTY/ ADDRESS
LIEN CLAIMANT

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

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

REPORT : PSSR060
 PAGE : 71

RUN NUMBER : 110
 RUN DATE : 2023/04/20
 ID : 20230420094244.11

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
 FILE CURRENCY : 19APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORRECT PERIOD
01	031	35		20190704 1517 1902 0949			
21	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

REFERENCE	DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
23	24	25	26	27	28
23	DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24	OTHER CHANGE				
25	REASON/ DESCRIPTION				

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05	06	07	08	09
02/05	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	BUSINESS NAME			
07	ADDRESS			
08	ASSIGNOR			
09	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			

ONTARIO CORPORATION NO.

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	11	12	13	14	15	16	17	18
10	YEAR	MAKE	MODEL	V.I.N.				

11 MOTOR VEHICLE
 12 GENERAL BENCH/DOUGH SCRAPER 4 DOUGH SCRAPPER WHITE HANDLE 12 18X26X9" H DOUGH
 13 COLLATERAL BOX 1 LID DOUGH BOX 1 SMALL-WARE AS PER QUOTE# ORD013097 DATED APR
 14 DESCRIPTION 9,2019 2 DIGI CANADA 63934 SM5300B, LINERLESS W/ AUTO-CUTTER 15KG 1
 15 REGISTERING AGENT OR
 16 SECURED PARTY/ ADDRESS
 17 LIEN CLAIMANT

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

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
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 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 72

RUN NUMBER : 110
 RUN DATE : 2023/04/20
 ID : 20230420094244.11

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
 FILE CURRENCY : 19APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORRECT PERIOD
01		032	35		20190704 1517 1902 0949			
21	RECORD REFERENCED	FILE NUMBER	751488633					
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	
25	OTHER CHANGE		
26	REASON/ DESCRIPTION		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05	DEBTOR/ TRANSFEREE	BUSINESS NAME		

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE
 13 GENERAL KPC2000-06A DIGI SCALE 1 ESCALI M-SERIES NSF SCALE 6 CUTTING BOARD 2
 14 COLLATERAL MAGNETIC 12" WOOD KNIFE BAR 3 GLOVE DISPENSER 100 MEAT HOOK 2 DUNNAGE
 15 DESCRIPTION SLOTTED 1 CAMSQUARE CONTAINER 1 KWS-CY-150 BARREL SCALE 150KG 11

16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

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

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
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 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 73

RUN NUMBER : 110
 RUN DATE : 2023/04/20
 ID : 20230420094244.11

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
 FILE CURRENCY : 19APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORRECT PERIOD
01	033	35		20190704 1517 1902 0949			
21	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			
24	DEBTOR/ BUSINESS NAME		
25	TRANSFEROR		
26	OTHER CHANGE		
27	REASON/ DESCRIPTION		

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05				
03/				

ADDRESS	ONTARIO CORPORATION NO.
04/07	
29	
ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	

ADDRESS
09

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

YEAR	MAKE	MODEL	V.I.N.
11			
12			

MOTOR VEHICLE DESCRIPTION	GENERAL
13	METRO MAX 4 21" X 42" STARTER KIT 4 SHELF 2 PIE SERVER PLASTIC HANDLE
14	4 PASTRY BAG HD PLASTIC/CANVAS 1 TIP SET 27 PIECE 1 CHOPPER 38" EASY
15	1 MEASURING SPOON 2 S/S MEASURING CUP SET 2 MEASURING CUP 2 BOUNCER
16	REGISTERING AGENT OR
17	SECURED PARTY/ ADDRESS
LIEN CLAIMANT	

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

RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420094244.11

PROVINCE OF ONTARIO
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REPORT : PSSR060
PAGE : 74

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
FILE CURRENCY : 19APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORRECT PERIOD
01	034	35		20190704 1517 1902 0949			
21	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

REFERENCE	DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
23	OTHER CHANGE				
24	REASON/ DESCRIPTION				

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05				
03/06				

ASSIGNOR	ADDRESS	ONTARIO CORPORATION NO.
04/07		
29	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
08								
09								

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
10				
11				
12				
13				
14				
15				
16				
17				

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

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
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 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 75

RUN NUMBER : 110
 RUN DATE : 2023/04/20
 ID : 20230420094244.11

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
 FILE CURRENCY : 19APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORRECT PERIOD
01		035	35		20190704 1517 1902 0949			
21	RECORD REFERENCED	FILE NUMBER	751488633					
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09 ADDRESS

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11				
12				

13 GENERAL CHEESE CUTTER 1 NELLA 10060 CHEESE CUTTER PARTS 1 NELLA MUSSO ZARA
 14 COLLATERAL 5050 FLOOR STANDING ICE CREAM MAKER

15 DESCRIPTION

16 REGISTERING AGENT OR

17 SECURED PARTY/ ADDRESS

LIEN CLAIMANT

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

RUN NUMBER : 110
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PROVINCE OF ONTARIO
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REPORT : PSSR060
PAGE : 76

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
FILE CURRENCY : 19APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20201209 1548 1901 0801	

21	RECORD FILE NUMBER	751488633			
22	REFERENCED			RENEWAL YEARS	CORRECT PERIOD
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	B RENEWAL	01

		FIRST GIVEN NAME	INITIAL	SURNAME
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23 REFERENCE
24 DEBTOR/ BUSINESS NAME LARSON PROPERTIES PARTNERSHIP CORP.
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION

02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.

04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09 ADDRESS
COLLATERAL CLASSIFICATION

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

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

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR ESC CORPORATE SERVICES LTD.
17 SECURED PARTY/ ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2
LIEN CLAIMANT

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

RUN NUMBER : 110
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REPORT : PSSR060
PAGE : 77

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
FILE CURRENCY : 19APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 750152538

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	7		20190415 1417 1901 7101	P PPSA	05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME M PLACE HOSPITALITY CORP.

04 ADDRESS 27 MARKET PL STRATFORD ONTARIO CORPORATION NO. ON N5A 1A4

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME BARD STEAKHOUSE, THE HUB

07 ADDRESS 27 MARKET PL STRATFORD ONTARIO CORPORATION NO. ON N5A 1A4

08 SECURED PARTY / LIEN CLAIMANT BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.

09 ADDRESS 102-1465 NORTH SERVICE RD E OAKVILLE ON L6H 1A7

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
		X		X		14APR2024		

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

13 GENERAL PURSUANT TO LEASE AGREEMENT 50005087, ALL PRESENT AND FUTURE
14 COLLATERAL EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50005087 TOGETHER WITH ALL
15 DESCRIPTION ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
16 REGISTERING ESC CORPORATE SERVICES LTD.
AGENT

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

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

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RUN NUMBER : 110
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PROVINCE OF ONTARIO
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ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
FILE CURRENCY : 19APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 750152538

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 7 20190415 1417 1901 7101

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME THE HUB STRATFORD

04 ADDRESS 27 MARKET PL STRATFORD ONTARIO CORPORATION NO. ON N5A 1A4

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME M PLACE HOSPITALITY CORP.

07 ADDRESS 10 DOWNIE STREET FESTIVAL SQUARE STRATFORD ONTARIO CORPORATION NO. ON N5A 7K4

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE,

14 COLLATERAL ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

15 DESCRIPTION DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,

16 REGISTERING

AGENT

17 ADDRESS

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

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RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420094244.11

PROVINCE OF ONTARIO
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REPORT : PSSR060
PAGE : 79

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
FILE CURRENCY : 19APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 750152538

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 003 7 20190415 1417 1901 7101

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS,

14 COLLATERAL ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF

15 DESCRIPTION TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY

16 REGISTERING

AGENT

17

ADDRESS

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

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RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420094244.11

PROVINCE OF ONTARIO
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
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----------------	----------	----------------	------------------------	---------------------	------------------	---------------------

01 004 7 20190415 1417 1901 7101

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR

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

15 DESCRIPTION THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 1 CUTTING

16 REGISTERING

AGENT

17

ADDRESS

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

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RUN NUMBER : 110
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PROVINCE OF ONTARIO
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
FILE CURRENCY : 19APR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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00 750152538

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

01 005 7 20190415 1417 1901 7101

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL TABLE W/ 1" BOARD, 60 X 30 S/S TOP TABLES, BENTWOOD CHAIRS, ALL S/S

14 COLLATERAL 72 X 24 TABLE, RUBBERMAID 32G BIN, ALL S/S 48 X 24 TABLE, RUBBERMAID

15 DESCRIPTION 32G LIDS, RUBBERMAID WHEEL ASSEMBLY (FOR BINS), VACMASTER PRO380

16 REGISTERING

AGENT

17

ADDRESS

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

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RUN NUMBER : 110
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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FILE NUMBER

00 750152538

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 006 7 20190415 1417 1901 7101

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL SEAL-BAR VACPAC 1 BACK BAR COOLER 1 ELECTRIC TILT KETTLE 1

14 COLLATERAL VACMASTER VP215 CHAMBER VACPAC 1 VACMASTER VP321 CHAMBER VACPAC 1

15 DESCRIPTION ADJUSTABLE BREAD SLICER 1 FULLSIZE DOUBLE CONVECTION OVEN 1

16 REGISTERING

AGENT

17

ADDRESS

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

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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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----------------	----------	----------------	------------------------	---------------------	------------------	---------------------

01 007 7 20190415 1417 1901 7101

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL REVERSABLE DOUGH SHEETER 1 SEMI-AUTO 36 PIECE DIVIDER / ROUNDER 1

14 COLLATERAL HYDRAULIC SAUSAGE STUFFER 1 MIXER W/BOWL, GUARD, 3 ATTACHMENTS 1

15 DESCRIPTION 5HP MEAT GRINDER 1 MEAT SAW W/2 BLADES

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED...

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

REPORT : PSSR060
 PAGE : 84

RUN NUMBER : 110
 RUN DATE : 2023/04/20
 ID : 20230420094244.11

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
 FILE CURRENCY : 19APR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	001	1		20220808 1745 5064 0890	

21 RECORD FILE NUMBER 750152538 REFERENCED

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		B RENEWAL	01	

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE DEBTOR/ BUSINESS NAME M PLACE HOSPITALITY CORP.

24 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

28 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02/ DEBTOR/

03/ TRANSFEREE BUSINESS NAME

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

09 COLLATERAL CLASSIFICATION

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

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

11 MOTOR VEHICLE
 12 GENERAL
 13 COLLATERAL
 14 DESCRIPTION

16 REGISTERING AGENT OR ESC CORPORATE SERVICES LTD. (BENNINGTON)
 17 SECURED PARTY/ ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4
 LIEN CLAIMANT

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

RUN NUMBER : 110
RUN DATE : 2023/04/20
ID : 20230420094244.11
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : M PLACE HOSPITALITY CORP.
FILE CURRENCY : 19APR 2023

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

REPORT : PSSR060
PAGE : 85

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
771873525	20210426 1043 1031 4548			
753174702	20190709 1615 6005 2413			
752301783	20190613 1729 1590 8853			
751488633	20190523 1038 1901 7059	20190704 1517 1902 0949	20201209 1548 1901 0801	
750152538	20190415 1417 1901 7101	20220808 1745 5064 0890		

8 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

This is Exhibit “**T**” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a series of loops and a final downward stroke.

A Commissioner for Taking Affidavits



PERSONAL PROPERTY SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Devry, Smith & Frank LLP - Tracey Mason
Reference : COSMO003
Docket : COSMO003
Search ID : 916907
Date Processed : 4/19/2023 3:01:28 PM
Report Type : PPSA Electronic Response
Search Conducted on : THE HUB STRATFORD INC.
Search Type : Business Debtor

DISCLAIMER :

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE HUB STRATFORD INC.

FILE CURRENCY: April 18, 2023

RESPONSE CONTAINS: APPROXIMATELY 7 FAMILIES and 18 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE HUB STRATFORD INC.

FILE CURRENCY: April 18, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 7 ENQUIRY PAGE : 1 OF 18

SEARCH : BD : THE HUB STRATFORD INC.

00 FILE NUMBER : 750152538 EXPIRY DATE : 15APR 2025 STATUS :
01 CAUTION FILING : PAGE : 001 OF 7 MV SCHEDULE ATTACHED :
REG NUM : 20190415 1417 1901 7101 REG TYP: P PPSA REG PERIOD: 05

02 IND DOB : IND NAME:
03 BUS NAME: M PLACE HOSPITALITY CORP.

OCN :
04 ADDRESS : 27 MARKET PL
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 1A4

05 IND DOB : IND NAME:
06 BUS NAME: BARD STEAKHOUSE, THE HUB
OCN :

07 ADDRESS : 27 MARKET PL
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 1A4

08 SECURED PARTY/LIEN CLAIMANT :
BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.

09 ADDRESS : 102-1465 NORTH SERVICE RD E
CITY : OAKVILLE PROV: ON POSTAL CODE: L6H 1A7

CONS.	MV	DATE OF	OR	NO FIXED			
GOODS INVTRY.	EQUIP	ACCTS	OTHER	INCL	AMOUNT	MATURITY	MAT DATE
10	X		X			14APR2024	

YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 PURSUANT TO LEASE AGREEMENT 50005087, ALL PRESENT AND FUTURE
14 EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50005087 TOGETHER WITH ALL
15 ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
16 AGENT: ESC CORPORATE SERVICES LTD.

17 ADDRESS : 445 KING STREET WEST, SUITE 400
CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE HUB STRATFORD INC.

FILE CURRENCY: April 18, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 7 ENQUIRY PAGE : 2 OF 18

SEARCH : BD : THE HUB STRATFORD INC.

00 FILE NUMBER : 750152538 EXPIRY DATE : 15APR 2025 STATUS :
01 CAUTION FILING : PAGE : 002 OF 7 MV SCHEDULE ATTACHED :
REG NUM : 20190415 1417 1901 7101 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME: THE HUB STRATFORD
OCN :
04 ADDRESS : 27 MARKET PL
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 1A4
05 IND DOB : IND NAME:
06 BUS NAME: M PLACE HOSPITALITY CORP.
OCN :
07 ADDRESS : 10 DOWNIE STREET FESTIVAL SQUARE
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 7K4

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 ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE,
14 ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
15 DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,
16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE HUB STRATFORD INC.

FILE CURRENCY: April 18, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 7 ENQUIRY PAGE : 3 OF 18

SEARCH : BD : THE HUB STRATFORD INC.

00 FILE NUMBER : 750152538 EXPIRY DATE : 15APR 2025 STATUS :
01 CAUTION FILING : PAGE : 003 OF 7 MV SCHEDULE ATTACHED :
REG NUM : 20190415 1417 1901 7101 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 EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS,
14 ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF
15 TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY

16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE HUB STRATFORD INC.

FILE CURRENCY: April 18, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 7 ENQUIRY PAGE : 4 OF 18

SEARCH : BD : THE HUB STRATFORD INC.

00 FILE NUMBER : 750152538 EXPIRY DATE : 15APR 2025 STATUS :
01 CAUTION FILING : PAGE : 004 OF 7 MV SCHEDULE ATTACHED :
REG NUM : 20190415 1417 1901 7101 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 INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR
14 COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF
15 THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 1 CUTTING
16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE HUB STRATFORD INC.

FILE CURRENCY: April 18, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 7 ENQUIRY PAGE : 5 OF 18

SEARCH : BD : THE HUB STRATFORD INC.

00 FILE NUMBER : 750152538 EXPIRY DATE : 15APR 2025 STATUS :
01 CAUTION FILING : PAGE : 005 OF 7 MV SCHEDULE ATTACHED :
REG NUM : 20190415 1417 1901 7101 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 TABLE W/ 1" BOARD, 60 X 30 S/S TOP TABLES, BENTWOOD CHAIRS, ALL S/S
14 72 X 24 TABLE, RUBBERMAID 32G BIN, ALL S/S 48 X 24 TABLE, RUBBERMAID
15 32G LIDS, RUBBERMAID WHEEL ASSEMBLY (FOR BINS), VACMASTER PRO380
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE HUB STRATFORD INC.

FILE CURRENCY: April 18, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 7 ENQUIRY PAGE : 6 OF 18

SEARCH : BD : THE HUB STRATFORD INC.

00 FILE NUMBER : 750152538 EXPIRY DATE : 15APR 2025 STATUS :
01 CAUTION FILING : PAGE : 006 OF 7 MV SCHEDULE ATTACHED :
REG NUM : 20190415 1417 1901 7101 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 SEAL-BAR VACPAC 1 BACK BAR COOLER 1 ELECTRIC TILT KETTLE 1
14 VACMASTER VP215 CHAMBER VACPAC 1 VACMASTER VP321 CHAMBER VACPAC 1
15 ADJUSTABLE BREAD SLICER 1 FULLSIZE DOUBLE CONVECTION OVEN 1
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE HUB STRATFORD INC.

FILE CURRENCY: April 18, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 7 ENQUIRY PAGE : 7 OF 18

SEARCH : BD : THE HUB STRATFORD INC.

00 FILE NUMBER : 750152538 EXPIRY DATE : 15APR 2025 STATUS :
01 CAUTION FILING : PAGE : 007 OF 7 MV SCHEDULE ATTACHED :
REG NUM : 20190415 1417 1901 7101 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 REVERSABLE DOUGH SHEETER 1 SEMI-AUTO 36 PIECE DIVIDER / ROUNDER 1
14 HYDRAULIC SAUSAGE STUFFER 1 MIXER W/BOWL, GUARD, 3 ATTACHMENTS 1
15 5HP MEAT GRINDER 1 MEAT SAW W/2 BLADES

16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE HUB STRATFORD INC.

FILE CURRENCY: April 18, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 7 ENQUIRY PAGE : 8 OF 18

SEARCH : BD : THE HUB STRATFORD INC.

FILE NUMBER 750152538

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20220808 1745 5064 0890

21 REFERENCE FILE NUMBER : 750152538

22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 01 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: M PLACE HOSPITALITY CORP.

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

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

11

12

13

14

15

16 NAME : ESC CORPORATE SERVICES LTD. (BENNINGTON)

17 ADDRESS : 445 KING STREET WEST, SUITE 400

CITY : TORONTO PROV : ON POSTAL CODE : M5V 1K4

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE HUB STRATFORD INC.

FILE CURRENCY: April 18, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 7 ENQUIRY PAGE : 9 OF 18

SEARCH : BD : THE HUB STRATFORD INC.

00 FILE NUMBER : 752301774 EXPIRY DATE : 13JUN 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20190613 1728 1590 8852 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: THE HUB STRATFORD INC.
OCN :
04 ADDRESS : 25 MARKET PLACE
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 1A4
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
COSMAN MORTGAGE CAPITAL CORPORATION
09 ADDRESS : UNIT 210 - 2985 DREW ROAD
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4T 0A7
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.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: DEVRY, SMITH & FRANK LLP

17 ADDRESS : 100-95 BARBER GREENE ROAD

CITY : TORONTO PROV: ON POSTAL CODE: M3C 3E9

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE HUB STRATFORD INC.

FILE CURRENCY: April 18, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 7 ENQUIRY PAGE : 10 OF 18

SEARCH : BD : THE HUB STRATFORD INC.

00 FILE NUMBER : 753174702 EXPIRY DATE : 09JUL 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20190709 1615 6005 2413 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : IND NAME:
03 BUS NAME: M PLACE HOSPITALITY CORP.
OCN :
04 ADDRESS : 27 MARKET PLACE
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 1A4
05 IND DOB : IND NAME:
06 BUS NAME: THE HUB STRATFORD
OCN :
07 ADDRESS : 27 MARKET PLACE
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 1A4

08 SECURED PARTY/LIEN CLAIMANT :
CWB NATIONAL LEASING INC.
09 ADDRESS : 1525 BUFFALO PLACE (2925377)
CITY : WINNIPEG PROV: MB POSTAL CODE: R3T 1L9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 ALL REFRIGERATED DISPLAY CASE WITH RELATED COMPONENTS OF EVERY NATURE
14 OR KIND DESCRIBED IN AGREEMENT NUMBER 2925377, BETWEEN THE SECURED
15 PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE HUB STRATFORD INC.

FILE CURRENCY: April 18, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 7 ENQUIRY PAGE : 11 OF 18

SEARCH : BD : THE HUB STRATFORD INC.

00 FILE NUMBER : 753174702 EXPIRY DATE : 09JUL 2024 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20190709 1615 6005 2413 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 ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND
14 DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

15

16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE HUB STRATFORD INC.

FILE CURRENCY: April 18, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 7 ENQUIRY PAGE : 12 OF 18

SEARCH : BD : THE HUB STRATFORD INC.

00 FILE NUMBER : 780325911 EXPIRY DATE : 10FEB 2025 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220210 1542 1902 4557 REG TYP: P PPSA REG PERIOD: 03
02 IND DOB : IND NAME:
03 BUS NAME: THE HUB STRATFORD INC.
OCN :
04 ADDRESS : 31 MARKET PL
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 1A4
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ON DECK CAPITAL CANADA, INC.
09 ADDRESS : 1100 RENE-LEVESQUE W, SUITE 1825
CITY : MONTREAL PROV: QC POSTAL CODE: H3B 4N4
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 ALL OF THE MOVABLE AND PERSONAL PROPERTY, PRESENT OR FUTURE,
14 CORPOREAL OR INCORPOREAL, OF THE MERCHANT, WHEREVER IT MAY BE.
15

16 AGENT: ESC CORPORATE SERVICES LTD.

17 ADDRESS : 445 KING STREET WEST, SUITE 400

CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE HUB STRATFORD INC.

FILE CURRENCY: April 18, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 7 ENQUIRY PAGE : 13 OF 18

SEARCH : BD : THE HUB STRATFORD INC.

00 FILE NUMBER : 785879667 EXPIRY DATE : 17AUG 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 3 MV SCHEDULE ATTACHED :
REG NUM : 20220817 1147 5064 5363 REG TYP: P PPSA REG PERIOD: 02
02 IND DOB : IND NAME:
03 BUS NAME: THE HUB ROADHOUSE INC.
OCN :
04 ADDRESS : 269 MAIN STREET
CITY : LUCAN PROV: ON POSTAL CODE: N0M 2J0
05 IND DOB : 23FEB1987 IND NAME: KEVIN LARSON
06 BUS NAME:
OCN :
07 ADDRESS : 25 MARKET PLACE
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 1A4

08 SECURED PARTY/LIEN CLAIMANT :
VAULT CREDIT CORPORATION
09 ADDRESS : 41 SCARSDALE ROAD, SUITE 5
CITY : TORONTO PROV: ON POSTAL CODE: M3B 2R2
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 UNIVERSALITY OVER ALL ITS PRESENT AND FUTURE MOVABLE/PERSONAL
14 PROPERTY, BOOKS, ASSETS AND UNDERTAKINGS, BOTH CORPoreal AND
15 INCORPoreal, NOW OWNED OR HEREINAFTER ACQUIRED BY THE BORROWER(S) AND
16 AGENT: ESC CORPORATE SERVICES LTD.
17 ADDRESS : 445 KING STREET WEST, SUITE 400
CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE HUB STRATFORD INC.

FILE CURRENCY: April 18, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 7 ENQUIRY PAGE : 14 OF 18

SEARCH : BD : THE HUB STRATFORD INC.

00 FILE NUMBER : 785879667 EXPIRY DATE : 17AUG 2024 STATUS :
01 CAUTION FILING : PAGE : 002 OF 3 MV SCHEDULE ATTACHED :
REG NUM : 20220817 1147 5064 5363 REG TYP: REG PERIOD:
02 IND DOB : 23FEB1987 IND NAME: KEVIN G LARSON
03 BUS NAME:
OCN :
04 ADDRESS : 3987 ROAD 111
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 6S5
05 IND DOB : IND NAME:
06 BUS NAME: THE HUB STRATFORD INC.
OCN :
07 ADDRESS : 31 MARKET PLACE
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 1A4

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 GUARANTOR(S)
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE HUB STRATFORD INC.

FILE CURRENCY: April 18, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 7 ENQUIRY PAGE : 15 OF 18

SEARCH : BD : THE HUB STRATFORD INC.

00 FILE NUMBER : 785879667 EXPIRY DATE : 17AUG 2024 STATUS :
01 CAUTION FILING : PAGE : 003 OF 3 MV SCHEDULE ATTACHED :
REG NUM : 20220817 1147 5064 5363 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME: THE HUB ON THE DOCKS INC.
OCN :
04 ADDRESS : 25 MARKET PLACE
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 1A4
05 IND DOB : IND NAME:
06 BUS NAME: THE HUB WEST INC.
OCN :
07 ADDRESS : 21 MARKET PLACE
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 1A4

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
14
15

16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE HUB STRATFORD INC.

FILE CURRENCY: April 18, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 6 OF 7 ENQUIRY PAGE : 16 OF 18

SEARCH : BD : THE HUB STRATFORD INC.

00 FILE NUMBER : 789954336 EXPIRY DATE : 13JAN 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230113 1435 1901 5098 REG TYP: P PPSA REG PERIOD: 01
02 IND DOB : IND NAME:
03 BUS NAME: THE HUB STRATFORD INC.
OCN :
04 ADDRESS : 31 MARKET PLACE
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 1A4
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
A & A AUTOMOTIVE INC.
09 ADDRESS : 15 GRIFFITH ROAD
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 6S4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X 9419.11
YEAR MAKE MODEL V.I.N.
11 1967 FORD MUSTANG 7F01C102481
12 1988 GMC P3500 1GDJP32M5J3500989
GENERAL COLLATERAL DESCRIPTION
13 AUTOMOTIVE VEHICLES
14
15
16 AGENT: PETER WILLIAMS
17 ADDRESS : 10-193 NORFOLK STREET
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 3Z1

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE HUB STRATFORD INC.

FILE CURRENCY: April 18, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 6 OF 7 ENQUIRY PAGE : 17 OF 18

SEARCH : BD : THE HUB STRATFORD INC.

FILE NUMBER 789954336

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20230120 1559 1901 5172

21 REFERENCE FILE NUMBER : 789954336

22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: THE HUB STRATFORD INC.

25 OTHER CHANGE:

26 REASON: TYPING ERROR

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

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 X X 9419

11 1967 FORD MUSTANG 7F01C102481

12

13

14

15

16 NAME : PETER WILLIAMS

17 ADDRESS : 10-193 NORFOLK STREET

CITY : STRATFORD PROV : ON POSTAL CODE : N5A 3Z1

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE HUB STRATFORD INC.

FILE CURRENCY: April 18, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 7 OF 7 ENQUIRY PAGE : 18 OF 18

SEARCH : BD : THE HUB STRATFORD INC.

00 FILE NUMBER : 790791534 EXPIRY DATE : 15FEB 2026 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20230215 1541 5064 0397 REG TYP: P PPSA REG PERIOD: 03
02 IND DOB : IND NAME:
03 BUS NAME: THE HUB STRATFORD INC.
OCN :
04 ADDRESS : 33 MARKET PLACE
CITY : STRATFORD PROV: ON POSTAL CODE: N5A 1A4
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
SHOPIFY INC.
09 ADDRESS : 151 O'CONNOR STREET
CITY : OTTAWA PROV: ON POSTAL CODE: K2P 2L8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X 16526 X
YEAR MAKE MODEL V.I.N.

11
12

GENERAL COLLATERAL DESCRIPTION
13 ALL KNOWN ASSETS OF THE DEBTOR.
14
15

16 AGENT: ESC CORPORATE SERVICES LTD. (CSC)
17 ADDRESS : 445 KING STREET W, SUITE 400
CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4
LAST SCREEN

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

This is Exhibit “U” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like mark that starts with a horizontal line, curves upwards and then downwards, ending in a small hook.

A Commissioner for Taking Affidavits



TAX CERTIFICATE

City of Stratford

PO Box 818

Stratford Ontario N5A 6W1

Phone: (519) 271-0250 Fax: (519) 271-4357

Prepared For:

DEVRY SMITH & FRANK LLP
95 BARBER GREENE RD
SUITE 100
TORONTO, ON M3C 3E9

Property Roll Number

3111 050-010-04900-0000

Legal Description

PLAN 88 LOTS 10 AND 11 PT
LOTS 9 AND 12

Assessed Owners

LARSON PROPERTIES PARTNERSHIP CC

31 MARKET PLACE

STRATFORD, ON N5A 1A4

Municipal Address

00031-MARKET PL

Certificate No: 9498
Fee: \$ 60.00
Your File No:

Statement of Current Taxes for 2023

Taxes Levied to Date	Special Charges	Penalty	Amount Paid	Current Taxes Owing
\$ 28,910.20	\$ 0.00	\$ 722.76	\$ 0.00	\$ 29,632.96

Statement of Past Due Taxes

Year	Taxes	Penalty	Past Due Taxes Owing
2022	\$ 57,820.40	\$ 5,822.07	\$ 63,642.47
2021	\$ 3,834.21	\$ 383.44	\$ 4,217.65
2020	\$ 0.00	\$ 0.00	\$ 0.00
2019	\$ 0.00	\$ 0.00	\$ 0.00

Sub-Total of Past Due Taxes: \$ 67,860.12

Total Taxes Owing and Billed at Date of Certification: \$ 97,493.08

Penalty at a rate of 1.25% of unpaid taxes will be added on the 1st day of default and on the 1st day of each calendar month thereafter.

Details of Special Charges - Current Year

By-Law No.	Description	Amount	Expiry Year

Details of Current Year Taxes

Interim	Final
2023-02-24 \$ 14,455.20	
2023-04-26 \$ 14,455.00	

Total Previous Year Taxes Levied

\$ 57,820.40

Comments: SUBJECT TO PENALTIES JUNE 1

Accounts Receivable Balance: \$ 0.00

I hereby certify that, subject to the following qualifications, this statement shows:

- All arrears of taxes returned to this office and due against the property described herein.
- The current amount of taxes levied to date on the real property described herein and the amount of current year's and prior year's taxes owing as at the date of certification.
- That no part of the lands described herein have been sold for taxes and no certificate of tax arrears has been registered against said lands unless specifically identified.

Qualifications

Certified as at: 2023-05-15

Treasurer

- This certificate is subject to additional taxes which may become payable under Sections 33 and 34 of the Assessment Act, R.S.O. 1990.
- This certificate is subject to tax adjustment provisions of Section 39 of the Assessment Act R.S.O. 1999 and Sections 354, 356 and 357 of the Municipal Act, 2001.
- The total taxes shown may include additions to the Tax Collector's roll as authorized by provincial legislation.
- The information on this certificate is based on cheques tendered but not necessarily honoured by the institution upon which they were drawn.

This is Exhibit “V” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive letter 'V' with a small hook at the end.

A Commissioner for Taking Affidavits



DEVRY SMITH FRANK *LLP*
Lawyers & Mediators

aren.chaimovitch@devrylaw.ca
416.446.3342

April 20, 2023

BY REGISTERED AND REGULAR MAIL

Larson Properties Partnership Corp.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Larson Financial Solutions Inc.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

The Hub Stratford Inc.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

M Place Hospitality Corp.
10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Kevin Larson
c/o 10 Downie Street, Suite 305
Stratford, ON N5A 7K4

Dear Sir/Madam:

Re: Cosman Mortgage Capital Corporation (the "Lender") \$2,400,000.00 first mortgage loan to Larson Properties Partnership Corp. (the "Borrower") and guaranteed by Larson Financial Solutions Inc., The Hub Stratford Inc., M Place Hospitality Corp. and Kevin Larson (collectively, the "Guarantors") and secured by a first charge (the "Charge") on the real property municipally known 27-33 Market Place, Stratford, ON (the "Market Property")

As you are aware, we are lawyers for Cosman Mortgage Capital Corporation.

Reference is made to a commitment letter from the Lender to the Borrower dated April 16, 2019 and accepted by the Borrower and Guarantors April 16, 2019 as amended by an Extension Agreement dated June 29, 2020, a forbearance letter agreement dated February 22, 2021, a

forbearance letter agreement dated August 12, 2021, and an Extension Agreement dated February 22, 2022 (the “**Loan Agreement**”). All capitalized terms not otherwise defined in this letter shall have the meaning ascribed to such terms in the Loan Agreement.

The Guarantors guaranteed the obligation of the Borrower to the Lender pursuant to a guarantee dated June 11, 2019.

As you are aware you are in default of the terms of the Loan Agreement and the Security. We therefore demand, on behalf of our client, payment from you within ten (10) days of the date of this letter, the total balance of the Loan and other Indebtedness outstanding, which as at April 20, 2023 consists of the following:

(a) Principal balance after October 16, 2022 payment	\$1,938,000.00
(b) Interest October 16 to March 31, 2023	\$88,825.00
(c) Interest March 31, 2023 to April 20, 2023 (20 days x \$530.96/day)	10,691.20
(d) Administrative fees - Demand Letter	423.75
(e) Administrative fees – Missed payments (12 x \$375.00 + 13% HST)	5,085.00
(f) Monitoring fee (5 months @ \$500.00/month + 13% HST)	2,825.00
(g) Administrative fees – Notice of Insurance Arrears (\$375.00 + 13% HST)	423.75
(h) Administrative fees – Fail to provide payment of realty taxes (\$175.00 + 13% HST)	197.75
(i) Administrative fees – Inspection Fee (\$375.00 + 13% HST)	423.75
(j) Less Amount paid April 14, 2023	(3,000.00)
(k) Legal Fees incurred, including in forwarding this notice (including HST)	<u>2,949.85</u>
Total Due	\$2,046,845.05

E.&O.E.

Interest on the total balance due will continue to accrue at the rate of 10% per annum or \$530.96/day per day and will be payable with the payment of the total balance due.

The Extension Fee in the amount of \$27,574.00 also remains outstanding and is payable in addition to the amount owing as set out above.

If you do not pay the Indebtedness referred to above within the time period indicated above, it is our intention to proceed with enforcement proceedings without further notice to you. Our client reserves the right to pay any or all realty tax arrears and any further payments it deems appropriate, if any, and to add such payment(s) to the principal amount secured by the Charge held by our client.

Enclosed please find our client's Notice of Intention to Enforce Security which is served upon you pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*, as well as notice being provided to you pursuant to Section 63(4) of the *Personal Property Security Act*, R.S.O. 1990, as amended.

Nothing herein, nor any intermediate acts negotiations or otherwise should be interpreted as a waiver of demand, or of any of our clients' rights under the Loan Agreement, the Charge, the Security or otherwise.

Yours very truly,

DEVRY SMITH FRANK *LLP*



Oren Chaimovitch

OC/tm

Encl.

- Notice 63(4) – Larson Properties Partnership Corp.
- NITES – Larson Properties Partnership Corp.
- Notice 63(4) – Larson Financial Solutions Inc.
- NITES – Larson Financial Solutions Inc.
- Notice 63(4) – M Place Hospitality Corp.
- NITES - M Place Hospitality Corp.
- Notice (63(4) – The Hub Stratford Inc.
- NITES – The Hub Stratford Inc.

cc: Cosman Mortgage Capital Corporation

This is Exhibit “W” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like mark that starts with a horizontal line, curves upwards and to the right, then loops back down and to the left, ending in a small hook.

A Commissioner for Taking Affidavits

NOTICE OF INTENTION TO ENFORCE SECURITY
Bankruptcy and Insolvency Act (Canada)
(Subsection 244(1))

TO: Those persons set forth in Schedule "A" annexed hereto (the "Debtors"), each an insolvent person

Take Notice That:

1. COSMAN MORTGAGE CAPITAL CORPORATION ("COSMAN"), a secured creditor, intends to enforce its security on the properties of the above-mentioned insolvent person. The properties are municipally known as 25 Market Place, 31 Market Place and 33 Market Place, Stratford, Ontario and the inventory, equipment, accounts and other collateral of the Debtor specified in the Security described below.
2. The security that is to be enforced is in the form of the following (the "Security"):
 - (a) a General Security Agreement dated June 11, 2019 in respect of which a financing statement was registered under the Personal Property Security Act (Ontario);
 - (b) a Collateral Charge/Mortgage registered in the Land Registry Office for the Land Titles Division of Perth (No. 44) (the "LRO") on June 14, 2019, as Instrument No. PC169038 made by Larson Properties Partnership Corp. as Chargor(s), in favour of COSMAN over the property municipally known as 31 and 33 Market Street, Stratford, Ontario; and
 - (c) a Collateral Charge/Mortgage registered in the Land Registry Office for the Land Titles Division of Perth (No. 44) (the "LRO") on June 14, 2019, as Instrument No. PC169040 made by Larson Properties Partnership Corp. as Chargor(s), in favour of COSMAN over the property municipally known as 25 Market Place, Stratford, Ontario.
3. The total amount of indebtedness secured by the Security is \$2,046,845.05 inclusive of principal and interest to April 20, 2023, plus costs and further interest at the rate of \$530.96 per day.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 15 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario, this 20th day of April, 2023.

COSMAN MORTGAGE CAPITAL
CORPORATION, by its solicitors
DEVRY, SMITH & FRANK LLP
95 Barber Greene Road, Suite 100
Toronto, Ontario M3C 3E9



Per:

OREN CHAIMOVITCH

SCHEDULE "A"

Larson Properties Partnership Corp.
10 Downie Street
Suite 305
Stratford, Ontario
N5A 7K4

This is Exhibit “X” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like mark that starts with a small loop and ends with a short horizontal stroke.

A Commissioner for Taking Affidavits

NOTICE OF INTENTION TO ENFORCE SECURITY
Bankruptcy and Insolvency Act (Canada)
(Subsection 244(1))

TO: Those person(s) set forth in Schedule "A" annexed hereto (the "Debtor"), each an insolvent person

Take Notice That:

1. COSMAN MORTGAGE CAPITAL CORPORATION ("COSMAN"), a secured creditor, intends to enforce its security on the properties of the above-mentioned insolvent person. The property is the inventory, equipment, accounts and other collateral of the Debtor specified in the Security described below.
2. The security that is to be enforced is in the form of the following (the "Security"):
 - (a) a General Security Agreement dated June 11, 2019 in respect of which a financing statement was registered under the Personal Property Security Act (Ontario);
3. The total amount of indebtedness secured by the Security is \$2,046,845.05 inclusive of principal and interest to April 20, 2023, plus costs and further interest at the rate of \$530.96 per day.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 15 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario, this 20th day of April, 2023.

COSMAN MORTGAGE CAPITAL
CORPORATION, by its solicitors
DEVRY, SMITH & FRANK LLP
95 Barber Greene Road, Suite 100
Toronto, Ontario M3C 3E9

Per: _____

OREN CHAIMOVITCH

SCHEDULE "A"

Larson Financial Solutions Inc.
10 Downie Street
Suite 305
Stratford, Ontario
N5A 7K4

NOTICE OF INTENTION TO ENFORCE SECURITY
Bankruptcy and Insolvency Act (Canada)
(Subsection 244(1))

TO: Those person(s) set forth in Schedule "A" annexed hereto (the "Debtor"), each an insolvent person

Take Notice That:

1. COSMAN MORTGAGE CAPITAL CORPORATION ("COSMAN"), a secured creditor, intends to enforce its security on the properties of the above-mentioned insolvent person. The property is the inventory, equipment, accounts and other collateral of the Debtor specified in the Security described below.
2. The security that is to be enforced is in the form of the following (the "Security"):
 - (a) a General Security Agreement dated June 11, 2019 in respect of which a financing statement was registered under the Personal Property Security Act (Ontario);
3. The total amount of indebtedness secured by the Security is \$2,046,845.05 inclusive of principal and interest to April 20, 2023, plus costs and further interest at the rate of \$530.96 per day.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 15 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario, this 20th day of April, 2023.

COSMAN MORTGAGE CAPITAL
CORPORATION, by its solicitors
DEVRY, SMITH & FRANK LLP
95 Barber Greene Road, Suite 100
Toronto, Ontario M3C 3E9

Per: _____

OREN CHAIMOVITCH

SCHEDULE "A"

M Place Hospitality Corp.
10 Downie Street
Suite 305
Stratford, Ontario
N5A 7K4

NOTICE OF INTENTION TO ENFORCE SECURITY
Bankruptcy and Insolvency Act (Canada)
(Subsection 244(1))

TO: Those person(s) set forth in Schedule "A" annexed hereto (the "Debtor"), each an insolvent person

Take Notice That:

1. COSMAN MORTGAGE CAPITAL CORPORATION ("COSMAN"), a secured creditor, intends to enforce its security on the properties of the above-mentioned insolvent person. The property is the inventory, equipment, accounts and other collateral of the Debtor specified in the Security described below.
2. The security that is to be enforced is in the form of the following (the "Security"):
 - (a) a General Security Agreement dated June 11, 2019 in respect of which a financing statement was registered under the Personal Property Security Act (Ontario);
3. The total amount of indebtedness secured by the Security is \$2,046,845.05 inclusive of principal and interest to April 20, 2023, plus costs and further interest at the rate of \$530.96 per day.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 15 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario, this 20th day of April, 2023.

COSMAN MORTGAGE CAPITAL
CORPORATION, by its solicitors
DEVRY, SMITH & FRANK LLP
95 Barber Greene Road, Suite 100
Toronto, Ontario M3C 3E9

Per: _____


OREN CHAIMOVITCH

SCHEDULE "A"

The Hub Stratford Inc.
10 Downie Street
Suite 305
Stratford, Ontario
N5A 7K4

This is Exhibit “Y” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like mark that starts with a horizontal line, curves upwards and to the right, then loops back down and to the left, ending in a small hook.

A Commissioner for Taking Affidavits

Properties

PIN 53117 - 0084 LT *Interest/Estate* Fee Simple
Description LT 11 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 10 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 12 PL 87 STRATFORD AS AMENDED BY PL 88 AS IN R252604; S/T & T/W INTEREST IN R252604; EXCEPT RIGHT THEREIN; CITY OF STRATFORD
Address 31 MARKET PLACE
 STRATFORD

PIN 53117 - 0085 LT *Interest/Estate* Fee Simple
Description PT LT 9 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 10 PL 87 STRATFORD AS AMENDED BY PL 88 AS IN R336998; S/T & T/W INTEREST IN R336998; S/T R336998 ; STRATFORD
Address 33 MARKET PLACE
 STRATFORD

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name LARSON PROPERTIES PARTNERSHIP CORP.
Address for Service 31 Market Place
 Stratford, ON, N5A1A4

I, Kevin Larson, have the authority to bind the corporation.

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

Chargee(s)*Capacity**Share*

Name OLYMPIA TRUST COMPANY
Address for Service 2200, 125 - 9 AVENUE SE
 CALGARY, AB, T2G 0P6

Provisions

Principal \$1,629,140.00 *Currency* CDN
Calculation Period MONTHLY, NOT IN ADVANCE
Balance Due Date 2020/06/22
Interest Rate 7%
Payments \$9,503.32
Interest Adjustment Date 2019 06 13
Payment Date 22ND DAY OF EACH AND EVERY MONTH
First Payment Date 2019 07 22
Last Payment Date 2020 06 22
Standard Charge Terms 200033
Insurance Amount Full insurable value
Guarantor

Signed By

Geoffrey Shawn Rabideau 305 King Street West, 5th Floor acting for Signed 2019 06 17
 Kitchener Chargor(s)
 N2G 1B8

Tel 519-957-1001

Fax 866-772-6765

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

Submitted By

GEOFF S. RABIDEAU 305 King Street West, 5th Floor 2019 06 17
 Kitchener
 N2G 1B8

Tel 519-957-1001

Fax 866-772-6765

Fees/Taxes/Payment

Statutory Registration Fee	\$64.40
Total Paid	\$64.40

Properties

PIN 53117 - 0084 LT
Description LT 11 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 10 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 12 PL 87 STRATFORD AS AMENDED BY PL 88 AS IN R252604; S/T & T/W INTEREST IN R252604; EXCEPT RIGHT THEREIN; CITY OF STRATFORD
Address 31 MARKET PLACE
 STRATFORD

PIN 53117 - 0085 LT
Description PT LT 9 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 10 PL 87 STRATFORD AS AMENDED BY PL 88 AS IN R336998; S/T & T/W INTEREST IN R336998; S/T R336998 ; STRATFORD
Address 33 MARKET PLACE
 STRATFORD

Consideration

Consideration \$1.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name LARSON PROPERTIES PARTNERSHIP CORP.
Address for Service 31 Market Place
 Stratford, ON, N5A 1A4

I, Kevin Larson, have the authority to bind the corporation.

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

Party To(s)*Capacity**Share*

Name OLYMPIA TRUST COMPANY
Address for Service 2200, 125 - 9 AVENUE SE
 CALGARY, AB, T2G 0P6

I, Cora Dumais, Team Leader, have the authority to bind the corporation

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

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, PC169081 registered on 2019/06/17 to which this notice relates is deleted

Schedule: This Notice is being made for the purpose of amending the registered mortgage amount adding an additional amount of \$117,606 to the registered mortgage PC169081. The total registered mortgage amount will be \$1,746,746.00. The monthly payment shall be amended from \$9,503.32 to \$10,189.36.

Signed By

Geoffrey Shawn Rabideau 305 King Street West, 5th Floor acting for Signed 2019 07 09
 Kitchener Applicant(s)
 N2G 1B8

Tel 519-957-1001

Fax 866-772-6765

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

Submitted By

GEOFF S. RABIDEAU 305 King Street West, 5th Floor 2019 07 09
 Kitchener
 N2G 1B8

Tel 519-957-1001

Fax 866-772-6765

The applicant(s) hereby applies to the Land Registrar.

Fees/Taxes/Payment

Statutory Registration Fee	\$64.40
Total Paid	\$64.40

This is Exhibit “Z” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive letter 'J' or similar shape.

A Commissioner for Taking Affidavits

Properties

PIN 53117 - 0084 LT *Interest/Estate* Fee Simple
Description LT 11 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 10 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 12 PL 87 STRATFORD AS AMENDED BY PL 88 AS IN R252604; S/T & T/W INTEREST IN R252604; EXCEPT RIGHT THEREIN; CITY OF STRATFORD
Address 31 MARKET PLACE
 STRATFORD

PIN 53117 - 0085 LT *Interest/Estate* Fee Simple
Description PT LT 9 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 10 PL 87 STRATFORD AS AMENDED BY PL 88 AS IN R336998; S/T & T/W INTEREST IN R336998; S/T R336998 ; STRATFORD
Address 33 MARKET PLACE
 STRATFORD

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name LARSON PROPERTIES PARTNERSHIP CORP.
Address for Service 31 Market Place
 Stratford, ON, N5A 1A4

I, Kevin Larson, have the authority to bind the corporation.

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

Chargee(s)*Capacity**Share*

Name BENNINGTON FINANCIAL CORP.
Address for Service 100 - 1465 North Service Road E.
 Oakville, ON, L6H 1A7

Provisions

Principal \$350,000.00 *Currency* CDN
Calculation Period half-yearly, not in advance
Balance Due Date On Demand
Interest Rate 12%
Payments
Interest Adjustment Date
Payment Date On Demand
First Payment Date
Last Payment Date
Standard Charge Terms
Insurance Amount Full insurable value
Guarantor

Additional Provisions

This charge is given as collateral security by the Chargor for past and future security agreements where the Chargee is the Secured Party of goods and the Chargor or its associated and related companies are the Lessees/Debtors and this Charge guarantees the payment and performance of all past, present and future covenants under the aforesaid security agreements.

Upon successful completion of the mortgage, the Chargee shall provide authorization to the Chargor to discharge the mortgage. All costs associated with processing the discharge are at the expense of the Chargor.

Signed By

Geoffrey Shawn Rabideau 305 King Street West, 5th Floor acting for Signed 2019 06 28
 Kitchener Chargor(s)
 N2G 1B8

Tel 519-957-1001

Fax 866-772-6765

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

Submitted By

GEOFF S. RABIDEAU 305 King Street West, 5th Floor 2019 06 28
Kitchener
N2G 1B8

Tel 519-957-1001
Fax 866-772-6765

Fees/Taxes/Payment

Statutory Registration Fee \$64.40
Total Paid \$64.40

This is Exhibit “AA” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like mark that starts with a horizontal line, curves upwards and to the right, then loops back down and to the left, ending in a small hook.

A Commissioner for Taking Affidavits

PROPERTY DESCRIPTION: PT LT 9 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 10 PL 87 STRATFORD AS AMENDED BY PL 88 AS IN R336998; S/T & T/W INTEREST IN R336998; S/T R336998 ; STRATFORD

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1999/05/25

OWNERS' NAMES

LARSON PROPERTIES PARTNERSHIP CORP.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1999/05/25 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/05/25**</p> <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 * 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 IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION. * * * * *</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES. * * * * *</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1999/05/25 **</p>						
PC132392	2015/11/05	TRANSFER	\$515,000	BAYER, CATHERINE	DAMLAR INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
PC157438	2018/05/09	APL CH NAME OWNER		DAMLAR INC.	LARSON PROPERTIES PARTNERSHIP CORP.	C
PC169038	2019/06/14	CHARGE	\$2,400,000	LARSON PROPERTIES PARTNERSHIP CORP.	COSMAN MORTGAGE CAPITAL CORPORATION	C
PC169039	2019/06/14	NO ASSGN RENT GEN		LARSON PROPERTIES PARTNERSHIP CORP.	COSMAN MORTGAGE CAPITAL CORPORATION	C
REMARKS: PC169038						
PC169081	2019/06/17	CHARGE	\$1,629,140	LARSON PROPERTIES PARTNERSHIP CORP.	OLYMPIA TRUST COMPANY	C
PC169528	2019/06/28	CHARGE	\$350,000	LARSON PROPERTIES PARTNERSHIP CORP.	BENNINGTON FINANCIAL CORP.	C
PC169529	2019/06/28	POSTPONEMENT		OLYMPIA TRUST COMPANY	BENNINGTON FINANCIAL CORP.	C

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

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

LAND
 REGISTRY
 OFFICE #44

53117-0085 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PC169765	2019/07/09	NOTICE	\$1	LARSON PROPERTIES PARTNERSHIP CORP.	OLYMPIA TRUST COMPANY	C
<i>REMARKS: PC169081 TO PC169528</i> <i>REMARKS: PC169081</i>						

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.

This is Exhibit “**BB**” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a single, fluid, cursive stroke that loops back to the start.

A Commissioner for Taking Affidavits

SHERIFF OF/ SHÉRIF DE: COUNTY OF PERTH (STRATFORD)

CERTIFICATE #/ N° DE CERTIFICAT: 47184147-6652690B

DATE OF CERTIFICATE/ DATE DU CERTIFICAT: 2023-MAY-09 / 2023-MAI-09

SHERIFF'S STATEMENT

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

DÉCLARATION DU SHÉRIF

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

NAME SEARCHED / NOM RECHERCHÉ

PERSON OR COMPANY / PERSONNE OU SOCIÉTÉ	NAME OR SURNAME, GIVEN NAME(S) / NOM OU NOM DE FAMILLE, PRÉNOM(S)
COMPANY / SOCIÉTÉ	LARSON PROPERTIES PARTNERSHIP CORP.

SEARCH RESULTS / RÉSULTATS DE LA RECHERCHE

EXECUTION # / N° D'EXÉCUTION FORCÉE	DEBTOR NAME(S) / NOM(S) DU(DES) DÉBITEUR(S)
22-0000071*	LARSON PROPERTIES PARTNERSHIP CORP.

CAUTION TO PARTY REQUESTING SEARCH:

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

AVERTISSEMENT À LA PARTIE QUI DEMANDE LA RECHERCHE :

1. IL INCOMBE À LA PARTIE QUI DEMANDE LA RECHERCHE DE S'ASSURER QUE LE NOM RECHERCHÉ EST EXACT.
2. LES BREFS D'EXÉCUTION FORCÉE, LES ORDONNANCES OU LES CERTIFICATS DE PRIVILÈGE PEUVENT ÊTRE RETIRÉS DU RÉPERTOIRE DU SHÉRIF EN TOUT TEMPS APRÈS CETTE RECHERCHE ET, PAR CONSÉQUENT, ILS PEUVENT NE

AVERTISSEMENT À LA PARTIE QUI DEMANDE LA RECHERCHE :

PAS APPARAÎTRE LORS D'UNE RECHERCHE SUBSÉQUENTE VISANT LE MÊME NOM À CETTE DATE OU À L'AVENIR.

3. LES BREFS D'EXÉCUTION FORCÉE DÉPOSÉS AUPRÈS DU SHÉRIF NE PRENNENT EFFET DANS LE SYSTÈME DE BREFS QUE LE PROCHAIN JOUR OUVRABLE.

CHARGE FOR THIS CERTIFICATE/ FRAIS POUR CE CERTIFICAT: CA\$12.65

SEARCHER REFERENCE/ REFERENCE CONCERNANT L'AUTEUR DE LA DEMANDE: COSMO003

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

This is Exhibit “CC” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a series of loops and a final downward stroke.

A Commissioner for Taking Affidavits

SHERIFF OF / SHÉRIF DE: COUNTY OF PERTH (STRATFORD)

CERTIFICATE # / N° DE CERTIFICAT: 47184150-2001166B

DATE OF CERTIFICATE / DATE DU CERTIFICAT: 2023-MAY-09 / 2023-MAI-09

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

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

SHERIFF'S STATEMENT

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

DÉCLARATION DU SHÉRIF

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

FILE DETAILS / DÉTAILS DU DOSSIER

EXECUTION # / N° D'EXÉCUTION FORCÉE : 22-0000071
ISSUE DATE / DATE DE DÉLIVRANCE : 2022-JUL-15
EXPIRY DATE / DATE D'EXPIRATION : 2028-JUL-14
EFFECTIVE DATE / DATE DE PRISE D'EFFET : 2022-JUL-18
COURT FILE OR REFERENCE # / N° DE DOSSIER DU TRIBUNAL OU DE RÉFÉRENCE : CV-20-00003065-0000
COURT TYPE / TYPE DE TRIBUNAL : SCJ - CIVIL
JURISDICTION / TERRITOIRE DE COMPÉTENCE : STRATFORD

DEBTOR SEARCH NAME(S) / NOM(S) DU(DES) DÉBITEUR(S) RECHERCHÉ(S)		
#	DEBTOR TYPE / TYPE DE DÉBITEUR	DEBTOR NAME(S) / NOM(S) DU(DES) DÉBITEUR(S)
1.	COMPANY / SOCIÉTÉ	LARSON PROPERTIES PARTNERSHIP CORP.
2.	PERSON / PERSONNE	LARSON, KEVIN GARY
3.	PERSON / PERSONNE	LARSON, KEVIN

PARTY DETAILS / COORDONNÉES DES PARTIES

DEFENDANT / DÉFENDEUR		
1.	NAME / NOM :	LARSON PROPERTIES PARTNERSHIP CORP.
2.	NAME / NOM :	LARSON, KEVIN GARY
3.	NAME / NOM :	LARSON, KEVIN

CREDITOR / CRÉANCIER		<input checked="" type="checkbox"/> C/O LAWYER/AGENT / A/S PROCUREUR/AGENT
1.	COMPANY / SOCIÉTÉ :	FELTZ DESIGN BUILD LTD
	ADDRESS / ADRESSE :	C/O COOK, MARHTA A. MARTHA COOK PROFESIONAL CORPORATION 302-10 DOWNIE ST. STRATFORD, ON N5A 7K4 519-275-3888 519-275-3885 MARTHA@COOKLAW.CA

LAWYER/AGENT / PROCUREUR/AGENT		<input type="checkbox"/> SAME AS FIRST CREDITOR / MÊME QUE LE PREMIER CRÉANCIER
NAME / NOM :	COOK, MARHTA A.	
FIRM NAME / NOM DE L'ENTREPRISE :	MARTHA COOK PROFESIONAL CORPORATION	
ADDRESS / ADRESSE :	302-10 DOWNIE ST. STRATFORD, ON N5A 7K4 519-275-3888 519-275-3885 MARTHA@COOKLAW.CA	

JUDGMENT/COST DETAILS / DÉTAILS DU JUGEMENT/DÉPENS				
#	JUDGMENT OR COSTS / JUGEMENT OU DÉPENS	AMOUNT / MONTANT	INTEREST RATE / TAUX D'INTÉRÊT	START DATE / DATE DE DÉBUT
1.	JUDGMENT / JUGEMENT	CAD 18,362.49	4.0000%	2022-MAY-17
	COSTS / DÉPENS	CAD 15,859.14	4.0000%	2022-MAY-17
	AGAINST DEBTORS / CONTRE LES DÉBITEURS	ALL DEBTORS / TOUS LES DÉBITEURS		

FINANCIAL TRANSACTIONS / OPÉRATIONS FINANCIÈRES				
#	FEE OR PAYMENT / FRAIS OU PAIEMENT	TRANSACTION DATE / DATE D'OPÉRATION	AMOUNT / MONTANT	REFERENCE OR NOTES / RÉFÉRENCE OU NOTES
1.	FEE / FRAIS	2022-JUL-15	CAD 50.00	LAWYER'S FEE FOR ISSUANCE
2.	FEE / FRAIS	2022-JUL-15	CAD 73.00	ISSUANCE FEE
3.	FEE / FRAIS	2022-JUL-15	CAD 100.00	FILING FEE

CAUTION:

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

AVERTISSEMENT :

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

CHARGE FOR THIS REPORT / FRAIS POUR CE RAPPORT: CAD 6.90

REQUESTER REFERENCE / REFERENCE CONCERNANT L'AUTEUR(E) DE LA DEMANDE: COSMO003

This is Exhibit “**DD**” referred to in the

Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive letter 'J' or 'C' with a small loop at the end.

A Commissioner for Taking Affidavits

Tracey Mason

From: Tracey Mason
Sent: May 17, 2023 2:01 PM
To: Tracey Mason
Subject: FW: Work Deficiencies
Attachments: image001.jpg; image001.jpg

AmicusId: 3347568
AmicusStatus: Saved
AmicusFileName: Cosman Mortgage Capital Corporation and Larson Properties Partnership Corp.
AmicusFileIds: 46722
AmicusDealtWith: Yes

----- Forwarded message -----

From: Kevin Gary Larson <larson@big3equity.ca>
Date: Tue, May 9, 2023 at 10:53 AM
Subject: Fwd: Work Deficiencies
To: Jason Gelink - Big3Equity Partners <jason@big3equity.ca>, Jason Cosman <jason@cosmanmortgage.ca>

----- Forwarded message -----

From: Derek Wylie <Derek.Wylie@crawco.ca>
Date: Tue, May 9, 2023, 10:20
Subject: RE: Work Deficiencies
To: Kevin Gary Larson <larson@big3equity.ca>, Joanne Hofstee <jhofstee@echeloninsurance.ca>
Cc: Eric Jones <EJones@jsheld.com>, Steve Vafiades <svafiades@firstonsite.ca>

Good morning everyone,

Please find below a summary of the items discussed in our meeting yesterday.

1. Eric is working on a solution to the step transition at the front entrance.
2. Eric is working on a solution for the issues with the 7 floor plugs. (2 in the office and 5 in the main dining area).
3. If there are any workmanship issues with flooring, Kevin will bring them to Steve's attention. Steve will have the flooring vendor attend to address the issues.
4. This will be addressed when the flooring vendor attends
5. First On Site will deal with the Hub direct for this
6. Eric will be adding this work to the Hubs portion of repairs.

7. First On Site will deal with the Hub direct for this

8. First On Site will deal with the Hub direct for this

9. Duct cleaning will be completed by First On Site and added to their portion of repairs.

10. labour hours in the Hubs portion of repairs account for manipulation. The detach and reset of 2 POS will be added to the Hubs portion. The opening needed to be widened and then repaired in the takeout room in order to facilitate content manipulation. FOS completed tear out and The Hub completed repair of this section. Eric will update the Hub and FOS scope accordingly.

11. Eric will add the containment to FOS portion.

12. HVAC accounted for in number 9.

13. First On Site will deal with the Hub direct for this

14. First On Site will deal with the Hub direct for this

15. This is included in labour hours

16. This has been previously fixed.

17. This has been previously fixed.

18. This will be addressed with duct cleaning

19. This is addressed in number 10.

20. POS addressed in number 10. There is a beer cooling display fridge and fridge in the butchery that need to be inspected. Once inspection is complete we can look at repair options.

21. In a septate email Nancy advised that the plate for the elevator door has not arrived. Steve confirmed that the plate has been ordered.

Kevin, Eric and I reviewed the office and restaurant equipment currently being stored. As we are at the limit of office equipment, we cannot cover the manipulation of the office equipment. There is a restaurant equipment that needs to be moved back. Eric will include 4 people for 2 days of restaurant equipment manipulation in the Hubs portion of repairs.

Kevin will be reviewing any further stock loss as they move back.

Please let me know if you have any questions.

Derek Wylie, CIP

Adjuster

P: 226-680-1563

E: Derek.Wylie@crawlco.ca

W: www.crawfordandcompany.ca

A: 2300 University Ave. E., Suite 200, Waterloo, ON N2K 0A2

Pronouns: He/Him

Crawford & Company (Canada) Inc.

Restoring and enhancing lives, businesses and communities

Error! Filename not specified.

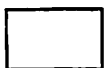
We strive to provide best in class customer service and responsiveness. If you require assistance, please reach out to my manager, Michael McLeod at Michael.McLeod@crawlco.ca

From: Kevin Gary Larson <larson@big3equity.ca>
Sent: Friday, May 5, 2023 11:02 AM
To: Derek Wylie <Derek.Wylie@crawlco.ca>; Joanne Hofstee <jhofstee@echeloninsurance.ca>
Subject: Work Deficiencies

Hello Derek, here is the list that Joanne asked me to prepare.

1. Didn't remove the old subfloor put new the subfloor and flooring over top, All doors then had to be cut down and a very steep transition strip installed at our main door and side doors that is now a tripping hazard.
2. None of the floor plugs were raised up before installing the floor, none would fit after and a longer special screw had to be obtained to secure plugs to the floor
3. Have had glue down a dozen pieces of flooring that are already coming up,

4. didn't put holes in the floor for the butchery gate.
5. Had to fix the flooring on the risers of steps in the back room, that is coming off.
6. Had to float more drywall mud in the back room, where wall damage was not covered by trim.
7. Different coloured caulking was used, White , clear and beige.
8. Didn't replace trim at floor by gate into butcher after floor was installed.
9. Didn't clean Hvac duct work there is a layer of dust on everything after cleaning was done.
10. At time of rip out wouldn't unhook plumbing in the takeout room to remove items from that room for flooring to be laid.
11. Our staff had to remove enough trap barriers around the bar to allow space to serve take out.
12. HVAC has not been cleaned out so dust from the flooring installation is now everywhere.
13. Chose not to replace trim but butted the flooring to the old trim so now the entire floor is higher, creating issues for our benches that were custom built, etc
14. No Quarter round was installed anywhere
15. Did not reset the restaurant so my staff had to do it
16. Workmanship on the trim details is not sound, nothing is level even to the eye far away
17. Transition strip at the butchery is now causing issues for our butchery product to be rolled up.
18. Did not clean the floor after, and now dirt is in the middle of the tile and the floor system
19. Didn't finish the opening they created to the ice cream room.
20. Didn't reset any of the equipment.



Virus-free www.avast.com

This is Exhibit “**EE**” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like mark that starts with a horizontal line, curves upwards and to the right, then loops back down and to the left, ending in a small hook.

A Commissioner for Taking Affidavits

Index of Schedules and Appendix

The Hub Stratford Inc. & M Place Hospitality Inc. & Et Al - Stratford, Ontario

Loss - December 6, 2022

DRAFT & PRELIMINARY

FOR DISCUSSION PURPOSES ONLY

SCHEDULE

- 1 Calculation of Gross Profit Loss
- 2 Analysis of Sales
- 3 Calculation of Gross Profit Rate
- 4 Calculation of Reduction in Insured Standing Charges ("RISC") - Key Payroll
- 5 Summary of Payroll
- 6 Calculation of Collectible Rate

APPENDIX

- A Summary of Profit and Loss Statement

Calculation of Gross Profit Loss

The Hub Stratford Inc. & M Place Hospitality Inc. & Et Al - Stratford, Ontario
Loss - December 6, 2022

DRAFT & PRELIMINARY

FOR DISCUSSION PURPOSES ONLY

Description	Sales - December 6 - 31, 2022			Gross Profit (Note 1)	RISC		Net Loss	Collectible Loss	Comments
	Projected (Sch 2)	Actual (Sch 2)	Shortfall		Operating Expenses (Note 2)	Payroll			
Restaurant Sales	\$ 171,823	\$ 83,867	\$ 87,956	\$ 29,208					Note 3A
Butchery	14,626	11,153	3,473	1,153					Note 3A
Shopify Sales	15,836	2,909	12,927	4,293					Note 3B
Catering & Events Sales	12,256	-	12,256	4,070					Note 3C
Management Fees	42,600	42,600	-	-					Note 3C
Transfer Fees	43,923	23,216	20,706	6,876					Note 3A
Total	\$ 301,062	\$ 163,745	\$ 137,317	\$ 45,600	\$ -	\$ 27,164	\$ 27,164	\$ 18,436	\$ 18,436

Rate (Sch 3 / 6)

33.21%

100.00%

Note: The insured's premises was damaged by a fire on December 6, 2023. The insured continued to operate, however, lost the use of the basement prep area and the majority of the main floor seating area. The insured also lost the use of sound (no music or tv) and, therefore did not have the normal restaurant atmosphere. All catering events were cancelled for the remainder of December. We have been provided with documentation to December 31, 2022 and we recommend that we are provided with updated documentation, a which time our calculations are subject to revision.

Note 1: Management fees and transfer fees are paid by the other locations affiliated with the insured for payroll and administrative costs as well as food prep costs. We are unable to segregate the portion of these costs that relate to these sales departments and therefore, have considered the combined gross profit rate for all departments.

Note 2: As the insured continued to operate at a reduced capacity, we have assumed that all other fixed expenses continued to be incurred.

Note 3: Based on our review of the sales documentation provided and discussions with the insured's representative, we have projected sales as follows:

Note A: We have projected sales for this department for December using the average monthly sales from August to October 2022. We have been advised that December sales are usually higher than sales in the rest of the winter months due to the holiday season. All other winter months will be projected based on March to May 2022 sales.

Note B: We have projected sales for this department (Shopify), which is online retail sales using the average from the 12 months prior to the loss.

Note C: We have projected sales for this department, based on the last month prior to the loss November 2022.

Analysis of Sales

The Hub Stratford Inc. & M Place Hospitality Inc. & Et Al - Stratford, Ontario

Loss - December 6, 2022

DRAFT & PRELIMINARY**FOR DISCUSSION PURPOSES ONLY**

Month	Sales		Comments
	2021/2022 (App A)	2022/2023 (App A)	

Restaurant Sales (Dine-in, Take-out, Xdine)

December	\$ 76,512	\$ 83,867
January	59,411	
February	68,510	
March	102,771	
April	125,284	
May	155,366	
June	180,622	
July	202,548	
August	178,247	
September	176,886	
October	160,335	
November	102,288	

Total	\$ 1,588,779	\$ 83,867
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Avg. Aug - Oct	\$ 171,823	
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Avg. Mar - May	\$ 127,807	
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Butchery Retail

December	\$ -	\$ 11,153
January	-	
February	-	
March	-	
April	-	
May	-	
June	1,014	
July	21,788	
August	16,975	
September	15,116	
October	11,787	
November	8,488	

Total	\$ 75,167	\$ 11,153
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Avg. Aug - Oct	\$ 14,626	
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Analysis of Sales

The Hub Stratford Inc. & M Place Hospitality Inc. & Et Al - Stratford, Ontario

Loss - December 6, 2022

DRAFT & PRELIMINARY**FOR DISCUSSION PURPOSES ONLY**

Month	Sales		Comments
	2021/2022 (App A)	2022/2023 (App A)	

Shopify Sales (On-line sales)

December	\$	10,068	\$	2,909
January		20,396		
February		4,351		
March		17,346		
April		30,733		
May		29,747		
June		23,404		
July		15,724		
August		9,639		
September		12,177		
October		8,769		
November		7,674		

Total	\$	190,028	\$	2,909
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Avg. Dec - Nov	\$	15,836		
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Catering & Events Sales

December	\$	-	\$	-
January		-		
February		4,793		
March		1,438		
April		-		
May		1,823		
June		7,492		
July		7,564		
August		3,059		
September		5,476		
October		9,911		
November		12,256		

Total	\$	53,810	\$	-
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Avg. Aug - Oct	\$	6,148		
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Analysis of Sales

The Hub Stratford Inc. & M Place Hospitality Inc. & Et Al - Stratford, Ontario

Loss - December 6, 2022

DRAFT & PRELIMINARY**FOR DISCUSSION PURPOSES ONLY**

Month	Sales		Comments
	2021/2022 (App A)	2022/2023 (App A)	

Management Fees (Flat Fees to Other Locations)

December	\$ 28,400	\$ 42,600
January	21,600	
February	28,400	
March	28,400	
April	46,700	
May	38,300	
June	42,600	
July	37,300	
August	37,300	
September	42,600	
October	42,600	
November	42,600	

Total	\$ 436,800	\$ 42,600
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Transfer Fees (Food Prep Fees For Other Locations)

December	\$ 7,754	\$ 23,216
January	11,734	
February	14,940	
March	14,303	
April	24,597	
May	38,473	
June	46,998	
July	47,684	
August	51,797	
September	42,788	
October	37,183	
November	25,170	

Total	\$ 363,422	\$ 23,216
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Avg. Aug - Oct	\$ 43,923	
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Analysis of Sales

The Hub Stratford Inc. & M Place Hospitality Inc. & Et Al - Stratford, Ontario

Loss - December 6, 2022

DRAFT & PRELIMINARY**FOR DISCUSSION PURPOSES ONLY**

Month	Sales		Comments
	2021/2022 (App A)	2022/2023 (App A)	

Miscellaneous

December	\$ -	\$ -
January	-	-
February	-	-
March	(56,032)	-
April	(102,663)	-
May	-	-
June	(55,987)	-
July	2	-
August	10	-
September	-	-
October	-	-
November	-	-
Total	<u><u>-\$ 214,670</u></u>	<u><u>\$ -</u></u>

Total

December	\$ 122,734	\$ 163,745
January	113,140	-
February	120,994	-
March	108,226	-
April	124,651	-
May	263,708	-
June	246,143	-
July	332,610	-
August	297,027	-
September	295,043	-
October	270,584	-
November	198,475	-
Total	<u><u>\$ 2,493,336</u></u>	<u><u>\$ 163,745</u></u>

To Sch 1

Avg. Aug - Oct	<u><u>\$ 287,551</u></u>
	To Sch 1

Calculation of Gross Profit Rate

The Hub Stratford Inc. & M Place Hospitality Inc. & Et Al - Stratford, Ontario

Loss - December 6, 2022

DRAFT & PRELIMINARY**FOR DISCUSSION PURPOSES ONLY**

Description	Dec 21-Nov 22		Gross Profit		Comments
	Amount	%	Amount	%	
	(App A)				
Income					
43800 Sales					
43801 The Hub Sales	\$ 1,239,887	45.79%			
43802 Take-out Sales	221,818	8.19%			
43803 xDine Sales	127,073	4.69%			
Total Sales	<u>1,588,779</u>	<u>58.67%</u>			
43975 Butchery Sales					
Food Truck	4,501	0.17%			
43976 Retail Sales	70,666	2.61%			
Total Butchery Sales	<u>75,167</u>	<u>2.78%</u>			
44040 Shopify Sales	190,028	7.02%			
44050 Catering & Events Sales	53,810	1.99%			
44054 Management Fees					
44054-1 Advertising Income	133,800	4.94%			
44054 Management Fees - Other	303,000	11.19%			
Total Management Fees	<u>436,800</u>	<u>16.13%</u>			
45000 Transfers Revenue					
45100 Prep Transfers	162,469	6.00%			
45200 Butchery Transfers	118,293	4.37%			
45300 Heritage Hops Transfers	64,410	2.38%			
45400 Rockwell Lounge Transfers	18,250	0.67%			
Total Transfers Revenue	<u>363,422</u>	<u>13.42%</u>			
Total Income	<u>2,708,005</u>	<u>100.00%</u>	<u>\$ 2,708,005</u>	<u>100.00%</u>	
Cost of Goods Sold					
50100 Restaurant Food Purchases	790,321	29.18%			
50150 Liquor Purchases	21,055	0.78%			
50200 Beer & Draught Purchases	79,034	2.92%			
50250 Wine Purchases	13,761	0.51%			
50300 Market Food Purchases	118	0.00%			
50350 Butchery Food Purchases	398,693	14.72%			
Total Cost of Goods Sold	<u>1,302,982</u>	<u>48.12%</u>			
Gross Profit	<u>1,405,023</u>	<u>51.88%</u>			
Expenses					
60000 Advertising and Promotion					
60001 Marketing - Facebook	86,864	3.21%	86,864	3.21%	
60000 Advertising and Promotion - Other	19,468	0.72%	19,468	0.72%	
Total Advertising and Promotion	<u>106,332</u>	<u>3.93%</u>			
60100 Memberships & Subscriptions	550	0.02%	550	0.02%	
60400 Bank Service Charges					
60401 Service Charges	10,795	0.40%	10,795	0.40%	
60402 Bank Service Charges - Other	25,051	0.93%			Note 1
Total Bank Service Charges	<u>35,847</u>	<u>1.32%</u>			
60450 Beer Fest Expenses	245	0.01%			
60500 Bottle & Keg Deposits	3,780	0.14%			
61000 Business Licenses and Permits	2,895	0.11%	2,895	0.11%	
61700 Computer and Internet Expenses	15,079	0.56%	15,079	0.56%	
62450 Delivery	23,838	0.88%			
62500 Entertainment & Disc Jockey Ser	18,547	0.68%	18,547	0.68%	

Hub Stratford Inc. - Loss

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Subject to limitations presented in comments
which are an integral part of this report.

Calculation of Gross Profit Rate

The Hub Stratford Inc. & M Place Hospitality Inc. & Et Al - Stratford, Ontario

Loss - December 6, 2022

DRAFT & PRELIMINARY**FOR DISCUSSION PURPOSES ONLY**

Description	Dec 21-Nov 22		Gross Profit		Comments
	Amount	%	Amount	%	
	(App A)				
62550 Equipment Rental	47,884	1.77%	47,884	1.77%	
63300 Insurance Expense	95,156	3.51%	95,156	3.51%	
63450 Leased Equipment	175,397	6.48%	175,397	6.48%	
64000 Kitchen Supplies					
Travel	2,097	0.08%			
64001 Cleaning Supplies	21,914	0.81%	21,914	0.81%	
64003 Kitchen Supplies	6,203	0.23%			
64004 Utensils	4,959	0.18%	4,959	0.18%	
64005 First Aid Supplies	189	0.01%	189	0.01%	
64000 Kitchen Supplies - Other	2,809	0.10%			
Total Kitchen Supplies	38,171	1.41%			
64900 Office Supplies	5,233	0.19%	5,233	0.19%	
65500 Butchery Expenses					
65501 Supplies	5,239	0.19%			
65502 Office Supplies	789	0.03%	789	0.03%	
65504 Maintenance	930	0.03%	930	0.03%	
65505 Travel Expense	2,973	0.11%	2,973	0.11%	
65506 Butchery Waste Disposal	795	0.03%			
65500 Butchery Expenses - Other	50	0.00%			
Total Butchery Expenses	10,776	0.40%			
66000 Payroll Expenses					
66002 Hourly Payroll	1,596	0.06%			
66005 WSIB Premiums	471	0.02%	360	0.01%	Note 2
66006 Uncashed Cheques	(9,314)	-0.34%	(7,113)	-0.26%	Note 2
66000 Payroll Expenses - Other	1,385,516	51.16%	1,059,345	39.12%	Note 2
Total Payroll Expenses	1,378,269	50.90%			
66700 Professional Fees					
66701 Legal Fees	2,305	0.09%	2,305	0.09%	
66702 Accounting & Bookkeeping	3,861	0.14%	3,861	0.14%	
66700 Professional Fees	435	0.02%	435	0.02%	
Total Professional Fees	6,601	0.24%			
66800 Promotional Expenses	2,009	0.07%	2,009	0.07%	
66900 Property Tax	57,820	2.14%	57,820	2.14%	
67100 Rent Expense	329,735	12.18%	329,735	12.18%	
67200 Repairs and Maintenance					
67201 Draught Line Cleaning	4,116	0.15%	4,116	0.15%	
67202 Beautification	552	0.02%	552	0.02%	
67203 Fire Inspection/Safety Plan	2,359	0.09%	2,359	0.09%	
67204 Equipment Repairs	25,442	0.94%	25,442	0.94%	
67205 Building Maintenance	9,452	0.35%	9,452	0.35%	
67206 Supplies	4,508	0.17%	4,508	0.17%	
67207 Pest Control	2,563	0.09%	2,563	0.09%	
67209 Security	(322)	-0.01%	(322)	-0.01%	
67210 Automotive	10,933	0.40%	10,933	0.40%	
67211 Cleaning	853	0.03%	853	0.03%	
67200 Repairs and Maintenance - Other	50,475	1.86%	50,475	1.86%	
Total Repairs and Maintenance	110,930	4.10%			
67500 Restaurant Supplies					
67501 Bar Supplies	12,675	0.47%			
67502 Menu Printing	3,210	0.12%	3,210	0.12%	
67503 Decorations	382	0.01%	382	0.01%	
67504 Glassware & Utensils	6,472	0.24%	6,472	0.24%	
67505 Serviettes	3,877	0.14%	3,877	0.14%	

Hub Stratford Inc. - Loss

2023-01-23; 1:41 PM

Subject to limitations presented in comments
which are an integral part of this report.

Calculation of Gross Profit Rate

The Hub Stratford Inc. & M Place Hospitality Inc. & Et Al - Stratford, Ontario

Loss - December 6, 2022

DRAFT & PRELIMINARY**FOR DISCUSSION PURPOSES ONLY**

Description	Dec 21-Nov 22		Gross Profit		Comments
	Amount	%	Amount	%	
	(App A)				
67506 Delivery Products	63,433	2.34%			
67500 Restaurant Supplies - Other	8,230	0.30%			
Total Restaurant Supplies	98,279	3.63%			
67600 General Supplies	78	0.00%	78	0.00%	
68100 Telephone & Cable					
68101 Telephone Expense	5,182	0.19%	5,182	0.19%	
68100 Telephone & Cable - Other	6,016	0.22%	6,016	0.22%	
Total Telephone & Cable	11,198	0.41%			
68500 Uniforms	11,593	0.43%	11,593	0.43%	
68600 Utilities					
68601 Electricity	46,388	1.71%	34,791	1.28%	Note 3
68602 Gas	13,384	0.49%	10,038	0.37%	Note 3
68603 Water	7,865	0.29%	5,899	0.22%	Note 3
68604 Waste Disposal	8,723	0.32%			
Total Utilities	76,360	2.82%			
44055 CEWS Income	(96,361)	-3.56%	(96,361)	-3.56%	
44056 CERS Rent Subsidy	(102,662)	-3.79%	(102,662)	-3.79%	
44057 Grant Income	(15,565)	-0.57%	(15,565)	-0.57%	
44058 Miscellaneous	(82)	0.00%	(82)	0.00%	
Total Expenses	2,447,934	90.40%			
Net Income	\$ (1,042,911)	-38.51%	(1,042,911)	-38.51%	
Gross Profit			\$ 899,269	33.21%	
					To Sch 1

Note 1: We have assumed that this expense has to do with credit card sales and therefore variable.

Note 2: Ordinary payroll is not insured. We have calculated the key payroll percentage on Schedule 5, adjustment detailed as follows:

Description	Amount	Key Adjusted
Rate (Sch 5)		76.37%
Payroll Expenses		
Hourly Payroll	\$ 1,596	
WSIB Premiums	471	\$ 360
Uncashed Cheques	(9,314)	(7,113)
Payroll Expenses - Other	1,385,516	1,059,345

Note 3 Assume 25% variable and 75% fixed.

Calculation of Reduction in Insured Standing Charges ("RISC") - Key Payroll
The Hub Stratford Inc. & M Place Hospitality Inc. & Et Al - Stratford, Ontario
Loss - December 6, 2022

DRAFT & PRELIMINARY
FOR DISCUSSION PURPOSES ONLY

Employee Number	Type	Key / Ordinary	Job Title	Week Ending												Variance		Comments
				Pre-Loss Payroll			Last 3 Pay Periods			Loss Period			Key Payroll			RISC		
				08-Oct-22 (Sch 5.2)	22-Oct-22 (Sch 5.2)	05-Nov-22 (Sch 5.2)	19-Nov-22 (Sch 5.2)	03-Dec-22 (Sch 5.2)	Total	Average	17-Dec-22	31-Dec-22	17-Dec-22	31-Dec-22	17-Dec-22	31-Dec-22	Total	
1	Salary	Key	Revenue Manager	\$ 1,096	\$ 1,686	\$ 1,686	\$ 1,686	\$ 1,686	\$ 1,686	\$ 1,686	\$ 5,057	\$ 1,686	\$ 1,686	\$ -	\$ -			
7	Hourly Wages	Key	Catering Supervisor	1,589	1,258	1,004	1,433	1,389	1,276	3,827	1,276	1,321	1,151	(46)	125			Note 3
17	Hourly Wages	Key	Operations Manager	1,425	1,363	1,411	1,416	637	1,154	3,463	1,154	1,145	1,083	10	71			Note 3
20	Hourly Wages	Key	Head Cook	1,722	1,617	1,465	1,691	1,134	4,289	1,430	1,441	1,166	(11)	264				Note 3
29	Hourly Wages	Key	Head Clerk for Take-Out	646	660	211	588	220	1,019	340	404	197	(64)	142				Note 3
33	Hourly Wages	Key	Prep Team Manager	1,337	1,749	1,771	1,485	1,315	4,571	1,524	1,381	1,694	143	(171)				Note 3
34	Hourly Wages	Key	Manager	1,250	1,535	1,635	1,745	1,470	4,850	1,617	685	110	932	1,507				Note 3
41	Salary	Key	Marketing Manager	2,231	2,231	2,231	2,231	6,692	2,231	2,231	2,231	2,231	-	-				
45	Salary	Key	Retail Butchery Manager	1,923	1,923	1,923	1,923	5,769	1,923	1,923	1,923	1,923	-	-				
46	Salary	Key	Head Butcher	1,962	1,962	1,962	1,962	5,885	1,962	1,962	1,962	1,962	-	-				
47	Salary	Key	Inventory Manager	1,962	1,962	1,962	1,962	5,885	1,962	1,962	1,962	1,962	-	-				
48	Hourly Wages	Key	Supervisor	247	247	247	247	741	247	247	247	247	-	-				
49	Salary	Key	Night Time Manager	2,200	2,200	2,200	2,200	6,600	2,200	2,200	2,200	2,200	-	-				
50	Salary	Key	Catering And Prep Manager	2,308	2,308	2,308	2,308	6,923	2,308	2,308	2,308	2,308	-	-				
51	Salary	Key	Head Cook	2,596	2,596	2,596	2,596	7,788	2,596	2,596	2,596	2,596	-	-				Note 2
52	Salary	Key	Bookkeeper	2,019	1,010	-	-	-	-	-	-	-	-	-	2,596			
53	Salary	Key	Marketing Supervisor	2,000	1,000	-	-	-	-	-	-	-	-	-	-			
54	Salary	Key	Director Of Operations	-	3,577	3,577	3,577	10,731	3,577	3,577	3,577	3,577	-	-	-			
55	Salary	Key	Culinary Director	-	2,885	2,885	2,885	8,654	2,885	2,885	2,885	2,885	-	-	-			
56	Salary	Key	Hr Manager	-	1,000	1,000	1,000	3,000	1,000	1,000	1,000	1,000	-	-	1,000			
57	Salary	Key	Social Media Manager	-	2,000	2,000	2,000	6,000	2,000	2,000	2,000	2,000	-	-	-			
58	Salary	Key	Supply Manager	-	1,808	1,808	1,808	5,423	1,808	1,808	1,808	1,808	-	-	-			
59	Salary	Key	Marketing Director	-	12,885	12,885	12,885	38,654	12,885	12,885	12,885	12,885	-	-	12,885	\$ 12,885	\$ 12,885	\$ 25,769
61	Hourly Wages	Key	Assistant Controller	-	1,661	930	1,700	4,290	1,430	1,430	1,782	1,414	(352)	17				Note 3
62	Salary	Key	Owner	-	-	2,981	2,981	5,962	1,987	1,987	1,987	-	-	1,987	1,987			Note 4
63	Salary	Key	On-site Maintenance Opera	-	-	2,615	2,615	7,845	1,743	1,743	2,092	-	-	(349)	(349)			Note 4
64	Hourly Wages	Key	Kitchen Manager	-	-	-	-	-	-	-	1,375	1,445	(1,375)	(1,445)	1,743	1,395		Note 5
Total				\$ 28,512	\$ 38,574	\$ 50,425	\$ 56,150	\$ 54,727	\$ 161,301	\$ 53,767	\$ 36,412	\$ 34,045	\$ 17,356	\$ 19,722	\$ 12,536	\$ 14,628	\$ 27,164	To Sch 1

Note 1: Employee no.64 has been included on the source document twice, the first entry is for an early pay date, therefore, we have included the amount in the November 19, 2022 pay date.
 Note 2: This employee went on paternity leave, therefore, we have not considered the reduction in our calculations.
 Note 3: We assume this variance is not loss related.
 Note 4: Owner payroll any reduction not considered.
 Note 5: We assumed that this employee was not hired as a result of the incident and therefore, we have not considered the increase in our calculation.

Source: Payroll Reports for weeks ended October 8 to December 31, 2022.



Summary of Payroll
The Hub Stratford Inc. & M Place Hospitality Inc. & Et/Al - Stratford, Ontario
Loss - December 6, 2022
DRAFT & PRELIMINARY
FOR DISCUSSION PURPOSES ONLY

Employee Number	Type	Key / Ordinary	Job Title	Week Ending										Loss Period	
				Pre-Loss Payroll					Last 3 Pay Periods						Loss Period
				08-Oct-22	22-Oct-22	05-Nov-22	19-Nov-22	03-Dec-22	Total	Average	17-Dec-22	31-Dec-22			
1	Salary	Key	Revenue Manager	\$ 1,096	\$ 1,686	\$ 1,686	\$ 1,686	\$ 1,686	\$ 1,686	\$ 5,057	\$ 1,686	\$ 1,686	\$ 1,686	\$ 1,686	
2	Hourly Wages	Ordinary		247	603	299	252	347	898	299	342	423	1,686		
3	Hourly Wages	Ordinary		606	547	552	530	494	1,575	525	180	166	1,686		
4	Hourly Wages	Ordinary		1,515	955	1,416	988	1,330	3,734	1,245	850	1,192	1,686		
5	Hourly Wages	Ordinary		749	512	413	359	301	1,073	358	229	341	1,686		
6	Hourly Wages	Ordinary		350	386	435	444	471	1,283	428	471	525	1,686		
7	Hourly Wages	Key	Catering Supervisor	1,589	1,258	1,004	1,433	1,389	3,827	1,276	1,321	1,151	1,686		
8	Hourly Wages	Ordinary		1,496	1,292	964	1,245	1,069	3,278	1,093	789	499	1,686		
9	Hourly Wages	Ordinary		633	328	-	-	-	-	-	-	-	1,686		
10	Hourly Wages	Ordinary		694	660	798	670	694	2,161	720	304	-	1,686		
11	Hourly Wages	Ordinary		1,059	476	772	839	462	2,073	691	319	682	1,686		
12	Hourly Wages	Ordinary		355	462	579	592	350	1,521	507	197	606	1,686		
13	Hourly Wages	Ordinary		866	983	1,203	1,292	1,180	3,675	1,225	933	-	1,686		
14	Hourly Wages	Ordinary		938	547	188	642	731	1,562	521	714	938	1,686		
15	Hourly Wages	Ordinary		651	588	687	624	287	1,598	533	-	-	1,686		
16	Hourly Wages	Ordinary		498	992	184	-	-	184	61	-	-	1,686		
17	Hourly Wages	Key	Operations Manager	1,425	1,363	1,411	1,416	637	3,463	1,154	1,145	1,083	1,686		
18	Hourly Wages	Ordinary		325	675	645	820	820	2,285	762	810	560	1,686		
19	Hourly Wages	Ordinary		197	-	-	112	-	112	37	108	-	1,686		
20	Hourly Wages	Key	Head Cook	1,722	1,617	1,465	1,691	1,134	4,289	1,430	1,441	1,166	1,686		
21	Hourly Wages	Ordinary		1,368	1,368	594	-	-	594	198	-	-	1,686		
22	Hourly Wages	Ordinary		1,481	1,539	2,160	2,160	1,080	5,400	1,800	2,160	2,160	1,686		
23	Hourly Wages	Ordinary		731	265	-	-	-	-	-	-	-	1,686		
24	Hourly Wages	Ordinary		399	426	359	458	260	1,077	359	215	126	1,686		
25	Hourly Wages	Ordinary		194	333	-	161	65	226	75	-	-	1,686		
26	Hourly Wages	Ordinary		305	265	449	610	117	1,176	392	22	372	1,686		
27	Hourly Wages	Ordinary		466	280	314	200	214	727	242	-	214	1,686		
28	Hourly Wages	Ordinary		1,140	1,400	1,449	1,414	1,194	4,057	1,352	1,099	462	1,686		
29	Hourly Wages	Key	Head Clerk for Take-Out	646	660	211	588	220	1,019	340	404	197	1,686		
30	Hourly Wages	Ordinary		215	494	485	341	269	1,095	365	-	-	1,686		
31	Hourly Wages	Ordinary		516	-	-	-	-	-	-	-	-	1,686		
32	Hourly Wages	Ordinary		404	1,088	974	974	808	2,755	918	841	542	1,686		
33	Hourly Wages	Key	Prep Team Manager	1,337	1,749	1,771	1,485	1,315	4,571	1,524	1,381	1,694	1,686		
34	Hourly Wages	Key	Manager	1,250	1,535	1,635	1,745	1,470	4,850	1,617	685	110	1,686		
35	Hourly Wages	Ordinary		1,007	532	-	-	-	-	-	-	-	1,686		
36	Hourly Wages	Ordinary		456	584	290	423	-	713	238	-	-	1,686		
37	Hourly Wages	Ordinary		381	274	256	175	153	583	194	-	-	1,686		
38	Hourly Wages	Ordinary		1,545	1,060	465	-	-	465	155	-	-	1,686		
39	Hourly Wages	Ordinary		220	-	-	-	-	-	-	-	-	1,686		
40	Hourly Wages	Ordinary		655	664	848	709	646	2,203	734	709	727	1,686		
41	Salary	Key	Marketing Manager	2,231	2,231	2,231	2,231	2,231	6,692	2,231	2,231	2,231	1,686		
42	Stat Pay	Ordinary		52	-	-	-	-	-	-	-	-	1,686		

Note 1



Summary of Payroll
The Hub Stratford Inc. & M Place Hospitality Inc. & Et/Al - Stratford, Ontario
Loss - December 6, 2022
DRAFT & PRELIMINARY
FOR DISCUSSION PURPOSES ONLY

Employee Number	Type	Key / Ordinary	Job Title	Week Ending										Loss Period				
				Pre-Loss Payroll					Last 3 Pay Periods						Loss Period			
				08-Oct-22	22-Oct-22	05-Nov-22	19-Nov-22	03-Dec-22	Total	Average	17-Dec-22	31-Dec-22						
43	Stat Pay	Ordinary		62	-	-	-	-	-	-	-	-	-	-	-	-	-	
44	Hourly Wages	Ordinary		98	-	103	58	-	-	-	162	-	54	-	-	-	-	
45	Salary	Key	Retail Butchery Manager	1,923	1,923	1,923	1,923	1,923	1,923	1,923	5,769	1,923	1,923	1,923	1,923	1,923	1,923	
46	Salary	Key	Head Butcher	1,962	1,962	1,962	1,962	1,962	1,962	1,962	5,885	1,962	1,962	1,962	1,962	1,962	1,962	
47	Salary	Key	Inventory Manager	1,962	1,962	1,962	1,962	1,962	1,962	1,962	5,885	1,962	1,962	1,962	1,962	1,962	1,962	
48	Hourly Wages	Key	Supervisor	247	247	247	247	247	247	247	741	247	247	247	247	247	247	
49	Salary	Key	Night Time Manager	2,200	2,200	2,200	2,200	2,200	2,200	2,200	6,600	2,200	2,200	2,200	2,200	2,200	2,200	
50	Salary	Key	Catering And Prep Manager	2,308	2,308	2,308	2,308	2,308	2,308	2,308	6,923	2,308	2,308	2,308	2,308	2,308	2,308	
51	Salary	Key	Head Cook	2,596	2,596	2,596	2,596	2,596	2,596	2,596	7,788	2,596	2,596	2,596	2,596	2,596	2,596	
52	Salary	Key	Bookkeeper	2,019	1,010	-	-	-	-	-	-	-	-	-	-	-	-	-
53	Salary	Key	Marketing Supervisor	2,000	1,000	-	-	-	-	-	-	-	-	-	-	-	-	-
54	Salary	Key	Director Of Operations	-	3,577	3,577	3,577	3,577	3,577	3,577	10,731	3,577	3,577	3,577	3,577	3,577	3,577	
55	Salary	Key	Culinary Director	-	2,885	2,885	2,885	2,885	2,885	2,885	8,654	2,885	2,885	2,885	2,885	2,885	2,885	
56	Salary	Key	Hr Manager	-	1,000	1,000	1,000	1,000	1,000	1,000	3,000	1,000	1,000	1,000	1,000	1,000	1,000	
57	Salary	Key	Social Media Manager	-	2,000	2,000	2,000	2,000	2,000	2,000	6,000	2,000	2,000	2,000	2,000	2,000	2,000	
58	Salary	Key	Supply Manager	-	1,808	1,808	1,808	1,808	1,808	1,808	5,423	1,808	1,808	1,808	1,808	1,808	1,808	
59	Salary	Key	Marketing Director	-	-	12,885	12,885	12,885	12,885	12,885	38,654	12,885	12,885	12,885	12,885	12,885	12,885	
60	Hourly Wages	Ordinary	Ordinary	-	-	449	808	408	808	408	1,665	555	166	153	153	153	153	
61	Hourly Wages	Key	Assistant Controller	-	-	1,661	930	1,700	930	1,700	4,290	1,430	1,782	1,414	1,414	1,414	1,414	
62	Salary	Key	Owner	-	-	-	2,981	2,981	2,981	2,981	5,962	1,987	1,987	1,987	1,987	1,987	1,987	
63	Salary	Key	On-site Maintenance Operat	-	-	-	2,615	2,615	2,615	2,615	5,230	1,743	1,743	1,743	1,743	1,743	1,743	
64	Hourly Wages	Key	Kitchen Manager	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total				\$ 51,386	\$ 59,152	\$ 68,753	\$ 74,048	\$ 68,408	\$ 211,209	\$ 70,403	\$ 47,870	\$ 44,732	\$ 44,732	\$ 44,732	\$ 44,732	\$ 44,732	\$ 44,732	
Total Key Payroll				\$ 28,512	\$ 38,574	\$ 50,425	\$ 56,150	\$ 54,727	\$ 161,301	\$ 53,767	\$ 35,037	\$ 32,600	\$ 32,600	\$ 32,600	\$ 32,600	\$ 32,600	\$ 32,600	
Key Payroll %				55.49%	65.21%	73.34%	75.83%	80.00%	76.37%	76.37%	73.19%	72.88%	72.88%	72.88%	72.88%	72.88%	72.88%	
				To Sch 4	To Sch 4	To Sch 4	To Sch 4	To Sch 4	To Sch 4	To Sch 4	To Sch 4	To Sch 4	To Sch 4	To Sch 4	To Sch 4	To Sch 4	To Sch 4	

Note 1: Employee no. 70 has been included on the source document twice, the first entry is for an early pay date, therefore, we have included the amount in the November 19, 2022 pay date.

Source: Payroll Reports for weeks ended October 8 to December 31, 2022.



Calculation of Collectible Rate

The Hub Stratford Inc. & M Place Hospitality Inc. & Et Al - Stratford, Ontario

Loss - December 6, 2022

DRAFT & PRELIMINARY**FOR DISCUSSION PURPOSES ONLY**

Description	Sch	Actual Revenue		Projected	Gross Profit	Comments
		2021 / 2022	2022 / 2023	2022 / 2023		
Rate	4				<u>33.21%</u>	Note 1
Restaurant						
December	2	\$ 76,512	\$ 83,867	\$ 83,867	\$ 27,850	
January	2	59,411		127,807	42,442	Note 2
February	2	68,510		127,807	42,442	Note 2
March	2	102,771		127,807	42,442	Note 2
April	2	125,284		127,807	42,442	Note 2
May	2	155,366		155,366	51,593	Note 3
June	2	180,622		180,622	59,981	Note 3
July	2	202,548		202,548	67,262	Note 3
August	2	178,247		178,247	59,192	Note 3
September	2	176,886		176,886	58,740	Note 3
October	2	160,335		160,335	53,244	Note 3
November	2	<u>102,288</u>		<u>102,288</u>	<u>33,968</u>	Note 3
Total		<u>\$ 1,588,779</u>		<u>\$ 1,751,386</u>	<u>\$ 581,597</u>	
Butchery						
December	2	\$ -	\$ 11,153	\$ 11,153	\$ 3,704	
January	2	-		14,626	4,857	Note 4
February	2	-		14,626	4,857	Note 4
March	2	-		14,626	4,857	Note 4
April	2	-		14,626	4,857	Note 4
May	2	-		14,626	4,857	Note 4
June	2	1,014		14,626	4,857	Note 4
July	2	21,788		14,626	4,857	Note 4
August	2	16,975		14,626	4,857	Note 4
September	2	15,116		14,626	4,857	Note 4
October	2	11,787		14,626	4,857	Note 4
November	2	<u>8,488</u>		<u>14,626</u>	<u>4,857</u>	Note 4
Total		<u>\$ 75,167</u>		<u>\$ 172,037</u>	<u>\$ 57,130</u>	
Shopify						
December	2	\$ 10,068	\$ 2,909	\$ 2,909	\$ 966	
January	2	20,396		15,836	5,259	Note 5
February	2	4,351		15,836	5,259	Note 5
March	2	17,346		15,836	5,259	Note 5
April	2	30,733		15,836	5,259	Note 5
May	2	29,747		15,836	5,259	Note 5
June	2	23,404		15,836	5,259	Note 5
July	2	15,724		15,836	5,259	Note 5
August	2	9,639		15,836	5,259	Note 5
September	2	<u>12,177</u>		<u>15,836</u>	<u>5,259</u>	Note 5

Hub Stratford Inc. - Loss

2023-01-23; 1:41 PM

Subject to limitations presented in comments
which are an integral part of this report.

Calculation of Collectible Rate

The Hub Stratford Inc. & M Place Hospitality Inc. & Et Al - Stratford, Ontario

Loss - December 6, 2022

DRAFT & PRELIMINARY**FOR DISCUSSION PURPOSES ONLY**

Description	Sch	Actual Revenue		Projected	Gross Profit	Comments
		2021 / 2022	2022 / 2023	2022 / 2023		
October	2	8,769		15,836	5,259	Note 5
November	2	7,674		15,836	5,259	Note 5
Total		<u>\$ 190,028</u>		<u>\$ 177,101</u>	<u>\$ 58,811</u>	

Catering & Events

December	2	\$ -	\$ -	\$ -	\$ -	
January	2	-		6,148	2,042	Note 4
February	2	4,793		6,148	2,042	Note 4
March	2	1,438		6,148	2,042	Note 4
April	2	-		6,148	2,042	Note 4
May	2	1,823		6,148	2,042	Note 4
June	2	7,492		6,148	2,042	Note 4
July	2	7,564		6,148	2,042	Note 4
August	2	3,059		6,148	2,042	Note 4
September	2	5,476		6,148	2,042	Note 4
October	2	9,911		6,148	2,042	Note 4
November	2	12,256		6,148	2,042	Note 4
Total		<u>\$ 53,810</u>		<u>\$ 67,632</u>	<u>\$ 22,459</u>	

Management Fees

December	2	\$ 28,400	\$ 42,600	\$ 42,600	\$ 14,147	
January	2	21,600		42,600	14,147	Note 6
February	2	28,400		42,600	14,147	Note 6
March	2	28,400		42,600	14,147	Note 6
April	2	46,700		42,600	14,147	Note 6
May	2	38,300		42,600	14,147	Note 6
June	2	42,600		42,600	14,147	Note 6
July	2	37,300		42,600	14,147	Note 6
August	2	37,300		42,600	14,147	Note 6
September	2	42,600		42,600	14,147	Note 6
October	2	42,600		42,600	14,147	Note 6
November	2	42,600		42,600	14,147	Note 6
Total		<u>\$ 436,800</u>		<u>\$ 511,200</u>	<u>\$ 169,758</u>	

Transfer Fees

December	2	\$ 7,754	\$ 23,216	\$ 23,216	\$ 7,710	
January	2	11,734		43,923	14,586	Note 4
February	2	14,940		43,923	14,586	Note 4
March	2	14,303		43,923	14,586	Note 4
April	2	24,597		43,923	14,586	Note 4
May	2	38,473		43,923	14,586	Note 4
June	2	46,998		43,923	14,586	Note 4

Hub Stratford Inc. - Loss

2023-01-23; 1:41 PM

Subject to limitations presented in comments
which are an integral part of this report.

Calculation of Collectible Rate

The Hub Stratford Inc. & M Place Hospitality Inc. & Et Al - Stratford, Ontario

Loss - December 6, 2022

DRAFT & PRELIMINARY**FOR DISCUSSION PURPOSES ONLY**

Description	Sch	Actual Revenue		Projected	Gross Profit	Comments
		2021 / 2022	2022 / 2023	2022 / 2023		
July	2	47,684		43,923	14,586	Note 4
August	2	51,797		43,923	14,586	Note 4
September	2	42,788		43,923	14,586	Note 4
October	2	37,183		43,923	14,586	Note 4
November	2	25,170		43,923	14,586	Note 4
Total		<u>\$ 363,422</u>		<u>\$ 506,365</u>	<u>\$ 168,152</u>	
Total						
December				\$ 163,745	\$ 54,376	
January				250,939	83,331	
February				250,939	83,331	
March				250,939	83,331	
April				250,939	83,331	
May				278,498	92,483	
June				303,755	100,870	
July				325,680	108,151	
August				301,379	100,081	
September				300,019	99,630	
October				283,468	94,133	
November				225,420	74,857	
Total				<u>\$3,185,721</u>	<u>\$ 1,057,907</u>	
Sales Shortfall	2			<u>\$ 137,317</u>	<u>\$ 45,600</u>	
Total				<u>\$3,323,038</u>	<u>\$ 1,103,507</u>	
Insurance In Force						
Rate					<u>100.00%</u>	
Amount					<u>\$ 1,103,507</u>	
Limit					<u>\$ 1,461,000</u>	
Collectible Rate					<u>100.00%</u>	
					<u>To Sch 1</u>	

Note 1: Based on the documentation provided, we have utilized the same gross profit rate for all sales departments.

Note 2: Projected based on the average sales from March to May 2022.

Note 3: Projected equal to the same month in the year prior.

Note 4: Projected based on average sales from August to October 2022.

Note 5: Projected based on average sales from the 12 months prior to the loss.

Calculation of Collectible Rate

The Hub Stratford Inc. & M Place Hospitality Inc. & Et Al - Stratford, Ontario

Loss - December 6, 2022

DRAFT & PRELIMINARY**FOR DISCUSSION PURPOSES ONLY**

Description	Sch	Actual Revenue		Projected	Gross Profit	Comments
		2021 / 2022	2022 / 2023	2022 / 2023		

Note 6: Projected based on the month prior to the loss.

Source: Insurance policy wording and declarations pages

Summary of Profit and Loss Statement
The Hub Stratford Inc. & M Place Hospitality Inc. & E!AI - Stratford, Ontario

Loss - December 6, 2022

DRAFT & PRELIMINARY
FOR DISCUSSION PURPOSES ONLY

Description	2022												Dec 21-Nov 22			
	December	January	February	March	April	May	June	July	August	September	October	November	Total	December		
Income																
43800 Sales																
43801 The Hub Sales	\$ 51,565	\$ 11,516	\$ 35,649	\$ 72,896	\$ 90,771	\$ 124,895	\$ 153,536	\$ 177,226	\$ 154,485	\$ 150,757	\$ 135,592	\$ 80,999	\$ 1,239,887	\$	\$	\$ 62,020
43802 Take-out Sales	11,398	27,568	19,316	19,109	23,254	20,442	19,180	18,377	16,890	16,914	15,281	14,091	221,818			14,501
43803 xDine Sales	13,549	20,327	13,545	10,766	11,288	10,029	7,907	6,944	6,872	9,216	9,462	7,198	127,073			7,346
Total Sales	76,512	59,411	68,510	102,771	125,284	155,366	180,622	202,548	178,247	176,886	160,335	102,288	1,588,779			83,867
43975 Butchery Sales																
Food Truck	-	-	-	-	-	-	-	2,698	1,803	-	-	-	4,501			-
43976 Retail Sales	-	-	-	-	-	-	1,014	19,090	15,172	15,116	11,787	8,488	70,666			11,153
Total Butchery Sales	-	-	-	-	-	-	1,014	21,788	16,975	15,116	11,787	8,488	75,167			11,153
44040 Shopify Sales	10,068	20,396	4,351	17,346	30,733	29,747	23,404	15,724	9,639	12,177	8,769	7,674	190,028			2,909
44050 Catering & Events Sales	-	-	4,793	1,438	-	1,823	7,492	7,564	3,059	5,476	9,911	12,256	53,810			-
44054 Management Fees	8,400	6,600	8,400	8,400	19,200	10,800	12,600	10,800	10,800	12,600	12,600	12,600	133,800			12,600
44054-1/Advertising Income	20,000	15,000	20,000	20,000	27,500	27,500	30,000	26,500	26,500	30,000	30,000	30,000	303,000			30,000
44054 Management Fees - Other	28,400	21,600	28,400	28,400	46,700	38,300	42,600	37,300	37,300	42,600	42,600	42,600	436,800			42,600
Total Management Fees	28,400	21,600	28,400	28,400	46,700	38,300	42,600	37,300	37,300	42,600	42,600	42,600	436,800			42,600
45000 Transfers Revenue																
45100 Prep Transfers	3,680	6,701	6,644	6,757	12,073	20,767	18,559	19,147	22,728	18,202	15,227	11,985	162,469			8,728
45200 Butchery Transfers	1,214	4,180	4,642	3,718	6,828	13,011	18,175	16,901	18,812	14,196	9,749	6,867	118,293			5,986
45300 Heritage Hops Transfers	2,860	853	3,654	3,828	5,697	4,695	7,610	8,012	7,793	6,541	7,882	4,986	64,410			6,438
45400 Rockwell Lounge Transfers	-	-	-	-	-	-	2,653	3,625	2,464	3,850	4,325	1,333	18,250			2,064
Total Transfers Revenue	7,754	11,734	14,940	14,303	24,597	38,473	46,998	47,684	51,797	42,788	37,183	25,170	363,422			23,216
Total Income	122,734	113,140	120,994	164,258	227,314	263,708	302,130	332,608	297,017	295,043	270,584	198,475	2,708,005			163,745
Cost of Goods Sold																
50100 Restaurant Food Purchases	37,784	52,109	30,308	68,740	68,424	118,502	(31,864)	89,901	127,389	108,662	63,677	56,690	790,321			38,020
50150 Liquor Purchases	257	261	273	620	803	2,245	4,366	5,562	2,346	1,547	2,287	489	21,055			1,247
50200 Beer & Draught Purchases	4,521	2,251	5,026	8,567	10,133	8,964	12,152	6,841	9,247	5,872	1,189	4,270	79,034			-
50250 Wine Purchases	-	181	181	313	1,676	3,554	3,075	1,994	2,197	150	440	-	13,761			-
50300 Market Food Purchases	-	-	-	-	55	-	-	-	-	62	-	-	118			-
50350 Butchery Food Purchases	25,806	48,039	28,906	30,219	49,232	65,037	53,961	43,707	20,825	14,948	8,738	9,275	399,693			800
Total Cost of Goods Sold	68,368	102,841	64,694	108,458	130,323	198,301	41,690	148,006	162,005	131,241	76,331	70,724	1,302,982			40,067
Gross Profit	54,367	10,299	56,300	55,800	96,991	65,407	260,440	184,602	135,012	163,802	194,253	127,751	1,405,023			123,678
Expenses																
60000 Advertising and Promotion	9,142	1,300	14,179	10,060	5,062	5,705	7,016	13,523	14,453	5,540	886	-	86,864			-
60001 Marketing - Facebook	(1,673)	2,031	1,728	5,333	2,611	1,433	1,631	1,489	2,675	350	1,015	845	19,468			200
60000 Advertising and Promotion - Other	7,468	3,331	15,907	15,393	7,673	7,138	8,646	15,011	17,128	5,890	1,901	845	106,332			200
Total Advertising and Promotion	-	-	-	400	150	-	-	-	-	-	-	-	550			-
60100 Memberships & Subscriptions	-	-	-	-	-	-	-	-	-	-	-	-	-			-
60400 Bank-Service Charges	-	-	-	-	-	-	-	-	-	-	-	-	-			-



Hub Stratford Inc. - Loss
2023-01-23; 1:39 PM
Subject to limitations presented in comments
which are an integral part of this report.

Summary of Profit and Loss Statement
The Hub Stratford Inc. & M Place Hospitality Inc. & ElAI - Stratford, Ontario
Loss - December 6, 2022

DRAFT & PRELIMINARY
FOR DISCUSSION PURPOSES ONLY

Description	2022												Dec 21-Nov 22	
	December	January	February	March	April	May	June	July	August	September	October	November	Total	2022 December
60401 Service Charges	587	673	465	558	783	669	913	572	1,056	1,523	2,959	35	10,795	-
60402 Bank Service Charges - Other	2,756	2,207	1,480	1,586	2,029	2,164	2,566	3,115	3,618	3,529	-	-	25,051	-
Total Bank Service Charges	3,343	2,881	1,946	2,145	2,811	2,833	3,479	3,687	4,677	5,052	2,959	35	35,847	-
60450 Beer Fest Expenses	-	-	-	-	-	-	-	-	-	245	-	-	245	-
60500 Bottle & Keg Deposits	(190)	(176)	174	818	291	61	1,229	118	229	281	653	291	3,780	10
61000 Business Licenses and Permits	360	-	-	324	548	1,664	-	-	-	-	-	-	2,895	-
61700 Computer and Internet Expenses	2,673	2,124	1,456	1,456	3,206	201	768	384	1,410	788	788	229	15,079	-
62450 Delivery	2,337	6,375	1,586	514	1,074	2,739	2,739	2,559	899	802	333	333	23,838	-
62500 Entertainment & Disc Jockey Ser	-	213	200	200	-	5,630	3,786	2,323	2,886	1,736	1,225	350	18,547	350
62550 Equipment Rental	2,935	1,735	1,735	1,735	1,735	1,764	1,764	1,764	1,787	1,351	-	1,224	47,884	1,780
63300 Insurance Expense	14,303	7,311	7,311	7,311	7,551	488	19,888	11,652	18,940	401	-	-	95,156	-
63450 Leased Equipment	14,942	14,942	14,942	14,942	14,942	14,942	14,942	14,942	14,942	14,942	12,987	12,987	175,397	12,987
64000 Kitchen Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	1,011	1,086	-	-	-	2,097	-
64001 Cleaning Supplies	610	265	636	2,478	2,576	4,328	1,550	2,381	1,314	2,536	1,045	2,195	21,914	2,682
64003 Kitchen Supplies	398	231	375	1,200	983	215	673	907	82	80	700	439	6,203	-
64004 Utensils	-	-	-	-	-	975	2,976	948	10	50	-	-	4,959	-
64005 First Aid Supplies	-	2	-	-	18	-	169	-	-	-	-	-	189	-
64000 Kitchen Supplies - Other	-	-	-	-	-	39	-	931	1,626	20	192	-	2,809	-
Total Kitchen Supplies	1,007	498	1,011	3,679	3,577	5,557	5,369	5,271	4,944	2,688	1,937	2,633	38,171	2,682
64900 Office Supplies	2,558	85	19	97	233	1,076	376	94	233	122	223	117	5,233	95
65500 Butchery Expenses	-	763	-	1,237	960	-	-	10	-	-	1,270	1,000	5,239	-
65501 Supplies	-	-	190	31	143	-	-	311	4	110	-	-	789	-
65502 Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	930	-
65504 Maintenance	185	-	-	-	-	140	-	-	-	-	605	-	2,973	-
65505 Travel Expense	224	137	250	334	198	253	78	158	-	1,342	-	-	795	-
65506 Butchery Waste Disposal	100	85	80	80	100	80	100	90	80	-	-	-	50	-
65500 Butchery Expenses - Other	-	-	-	-	-	50	-	-	-	-	-	-	-	-
Total Butchery Expenses	509	985	521	1,681	1,401	522	178	569	84	110	3,216	1,000	10,776	-
66000 Payroll Expenses	-	-	-	-	-	-	1,596	-	-	-	-	-	1,596	-
66002 Hourly Payroll	-	-	-	-	-	-	471	-	-	-	-	-	471	-
66005 WSIB Premiums	-	-	-	-	-	-	-	-	-	-	-	-	-	-
66006 Uncashed Cheques	(9,633)	-	-	-	-	-	-	-	-	-	319	-	(9,314)	-
66000 Payroll Expenses - Other	70,503	65,437	69,162	76,561	94,553	124,615	200,810	142,580	127,997	132,644	121,936	158,719	1,385,516	175,063
Total Payroll Expenses	60,870	65,437	69,162	76,561	94,553	124,615	202,877	142,580	127,997	132,644	122,255	158,719	1,378,269	175,063
66700 Professional Fees	-	1,656	-	-	649	-	-	-	-	-	-	-	2,305	-
66701 Legal Fees	443	728	-	739	-	458	458	98	-	1,284	-	65	3,861	601
66702 Accounting & Bookkeeping	-	-	-	-	-	435	-	-	-	-	-	-	435	-
66700 Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Summary of Profit and Loss Statement
The Hub Stratford Inc. & M Place Hospitality Inc. & E/Al - Stratford, Ontario
Loss - December 6, 2022
DRAFT & PRELIMINARY
FOR DISCUSSION PURPOSES ONLY

Description	2022												2021		
	December	January	February	March	April	May	June	July	August	September	October	November	Total	December	2021
Total Professional Fees	443	2,384	-	739	649	435	458	98	49	1,284	-	65	6,601	-	601
66800 Promotional Expenses	-	-	-	-	-	-	-	-	-	-	1,759	250	2,009	-	-
66900 Property Tax	4,818	4,818	4,818	4,818	4,818	4,818	4,818	4,818	4,818	4,818	4,818	4,818	57,820	4,818	4,818
67100 Rent Expense	30,316	30,316	30,316	30,316	30,316	30,316	30,516	(3,941)	30,316	30,316	30,316	30,316	329,735	30,316	30,316
67200 Repairs and Maintenance	524	-	1,773	172	-	-	-	-	746	90	811	-	4,116	-	-
67201 Draught Line Cleaning	-	-	-	-	-	-	490	-	-	62	-	-	552	-	-
67202 Beautification	360	-	489	-	-	-	1,050	-	-	-	-	-	2,359	-	-
67203 Fire Inspection/Safety Plan	314	1,334	2,815	3,974	3,376	462	398	2,304	2,043	8,076	345	-	25,442	-	-
67204 Equipment Repairs	291	-	339	1,666	95	508	391	1,401	3,162	1,598	-	-	9,452	368	368
67205 Building Maintenance	1,274	592	294	213	734	467	145	147	140	147	107	395	4,508	-	-
67206 Supplies	-	386	213	193	209	209	308	211	209	209	-	209	2,563	209	209
67207 Pest Control	-	-	-	-	-	-	-	80	-	-	(402)	-	(322)	-	-
67209 Security	1,111	477	617	90	569	367	2,210	1,328	3,965	-	199	-	10,933	-	-
67210 Automotive	-	385	446	-	-	-	-	22	-	-	-	-	853	-	2
67211 Cleaning	1,551	12,352	1,065	2,040	5,042	1,432	1,930	6,974	2,004	2,932	10,636	2,516	50,475	870	870
67200 Repairs and Maintenance - Other	5,425	15,526	8,031	8,349	10,025	3,925	6,922	12,298	12,289	13,135	11,905	3,120	110,930	1,449	1,449
Total Repairs and Maintenance	1,960	578	260	1,386	617	5,096	782	498	367	705	262	164	12,675	206	206
67500 Restaurant Supplies	-	-	318	-	878	-	2,014	-	-	-	-	-	3,210	-	-
67501 Bar Supplies	-	30	-	-	-	-	352	-	-	-	-	-	382	-	-
67502 Menu Printing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
67503 Decorations	-	-	-	510	-	2,305	957	642	957	2,028	8	23	6,472	-	-
67504 Glassware & Utensils	-	-	105	269	750	743	84	748	776	124	278	-	3,877	74	74
67505 Serviettes	1,721	5,151	3,479	6,662	8,043	6,365	5,059	7,843	6,365	2,726	3,254	84	63,433	1,375	1,375
67506 Delivery Products	-	-	-	1,900	-	2,658	1,241	627	112	571	1,037	84	8,230	162	162
67500 Restaurant Supplies - Other	3,681	5,759	4,163	10,660	8,907	18,845	11,009	7,574	10,064	9,792	4,310	3,525	98,279	1,816	1,816
Total Restaurant Supplies	-	-	2	-	-	22	-	-	54	-	-	-	78	-	-
67600 General Supplies	408	254	(69)	956	(69)	1,666	642	598	469	465	(69)	(69)	5,182	(104)	(104)
68100 Telephone & Cable	471	486	502	520	534	481	609	462	409	495	514	531	6,016	553	553
Total Telephone & Cable	879	740	433	1,476	464	2,147	1,252	1,061	878	960	444	462	11,198	449	449
68500 Uniforms	287	277	278	5,087	361	555	953	617	902	797	616	862	11,593	298	298
68600 Utilities	-	4,669	4,735	2,555	3,039	6,537	3,659	4,306	4,975	4,861	4,311	2,741	46,388	3,226	3,226
68601 Electricity	957	1,137	1,354	1,520	1,150	986	2,263	283	1,543	794	794	1,397	13,384	2,071	2,071
68602 Gas	1,325	658	591	(113)	294	747	697	648	685	703	882	748	7,865	666	666
68603 Water	432	318	1,027	621	657	317	351	583	1,250	2,945	222	-	8,723	358	358
68604 Waste Disposal	2,714	6,783	7,708	4,582	5,140	8,587	6,970	5,821	8,453	8,509	6,209	4,885	76,360	6,321	6,321
Total Utilities	-	-	-	(46,676)	(96,361)	-	(55,987)	-	-	-	-	-	(96,361)	-	-
44055 CEWS Income	-	-	-	(9,257)	(6,308)	-	-	-	-	-	-	-	(102,662)	-	-
44056 CERS Rent Subsidy	-	-	-	(100)	6	-	-	2	10	-	-	-	(15,565)	-	-
44057 Grant Income	-	-	-	-	-	-	-	-	-	-	-	-	(82)	-	-
44058 Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Hub Stratford Inc. - Loss
2023-01-23; 1:39 PM
Subject to limitations presented in comments
which are an integral part of this report.



Summary of Profit and Loss Statement
The Hub Stratford Inc. & M Place Hospitality Inc. & E/Al - Stratford, Ontario
Loss - December 6, 2022
DRAFT & PRELIMINARY
FOR DISCUSSION PURPOSES ONLY

Description	2022												Dec 21-Nov 22	
	2021 December	January	February	March	April	May	June	July	August	September	October	November	Total	2022 December
Total Expenses	161,680	172,343	171,719	137,251	97,764	239,411	272,953	229,302	289,500	238,270	210,676	227,066	2,447,934	239,236
Net Income	\$ (107,313)	\$ (162,043)	\$ (115,419)	\$ (81,452)	\$ (773)	\$ (174,004)	\$ (12,514)	\$ (44,700)	\$ (154,488)	\$ (74,468)	\$ (16,422)	\$ (99,315)	\$ (1,042,911)	\$ (115,558)
	To Sch 2	To Sch 2	To Sch 2	To Sch 2	To Sch 2	To Sch 2	To Sch 2	To Sch 2	To Sch 2	To Sch 2	To Sch 2	To Sch 2	To Sch 3	To Sch 2

Source: Financial Statements from December 2021 to December 2022



This is Exhibit “**FF**” referred to in the
Affidavit of **JASON COSMAN**

sworn before me,

this 18th day of May, 2023

A handwritten signature in black ink, consisting of a stylized, cursive-like mark that starts with a horizontal line, curves upwards and to the right, then loops back down and to the left, ending in a small arrowhead pointing to the right.

A Commissioner for Taking Affidavits

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

COSMAN MORTGAGE CAPITAL CORPORATION

Applicant

and

LARSON PROPERTIES PARTNERSHIP CORP.

Respondent

APPLICATION UNDER s. 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c B-3; s. 101, *Courts of Justice Act*, R.S.O. 1990, c. C.43; Rules 1.04, 2.03, 3.02(1), 14.05 (g), 14.05 (3)(g), 16.04 (1) and 38 of the *Rules of Civil Procedure*

CONSENT TO ACT

1. The undersigned, Ira Smith Trustee & Receiver Inc. (“Ira Smith Trustee”), hereby consents to the appointment of Ira Smith Trustee as receiver, without security, of the property registered in the name of Larson Properties Partnership Corp. municipally known as 31-33 Market Square, Stratford, Ontario and more particularly described as follows:

LT 11 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 10 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 12 PL 87 STRATFORD AS AMENDED BY PL 88 AS IN R252604; S/T & T/W INTEREST IN R252604; EXCEPT RIGHT THEREIN; CITY OF STRATFORD

Being PIN 53117 - 0084 LT

and

PT LT 9 PL 87 STRATFORD AS AMENDED BY PL 88; PT LT 10 PL 87 STRATFORD AS AMENDED BY PL 88 AS IN R336998; S/T & T/W INTEREST IN R336998; S/T R336998 ; STRATFORD

Being PIN 53117 - 0085 LT

and any proceeds therefrom (collectively, the “Property”) pursuant to the provisions of subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.O. 1990. c. C.43, s. 101, *Courts of Justice Act*, R.S.O. 1990, c. C.43, and the terms of an order substantially in the form filed in the above proceeding.

DATED at Toronto, Ontario, this 18th day of May, 2023

Ira Smith Trustee & Receiver Inc.

per: 

Ira Smith - President

I have authority to bind the corporation

COSMAN MORTGAGE CAPITAL
CORPORATION

and
Applicant

LARSON PROPERTIES
PARTNERSHIP CORP.

Respondent

Court File No. CV-23-00001179-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
IN THE MATTER OF AN APPLICATION UNDER
SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c.B-3, AS
AMENDED,
AND SECTION 101 OF THE *COURTS OF
JUSTICE ACT*, R.S.O 1990, c.C43, AS AMENDED
Proceeding commenced at
LONDON

APPLICATION RECORD

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