

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

COSMAN MORTGAGE CAPITAL CORPORATION

Applicant

- and -

LARSON PROPERTIES PARTNERSHIP CORP.

Respondent

**MOTION RECORD
(returnable June 14, 2024)**

June 4, 2024

AIRD & BERLIS LLP

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in its capacity as court-appointed receiver of
the lands and premises registered in the name
of Larson Properties Partnership Corp.*

TO: SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

COSMAN MORTGAGE CAPITAL CORPORATION

Applicant

- and -

LARSON PROPERTIES PARTNERSHIP CORP.

Respondent

NOTICE OF MOTION

Ira Smith Trustee & Receiver Inc., in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of the lands and premises registered in the name of Larson Properties Partnership Corp. (the “**Respondent**”) will make a Motion to a Judge on Friday, June 14, 2024 at 10:00 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard orally via videoconference.

THE MOTION IS FOR:

- (a) an order, substantially in the form of the draft Approval and Vesting Order (the “**AVO**”) contained at Tab 3 of this Motion Record, among other things:
 - (i) approving the time for service of the Notice of Motion, Motion Record and dispensing with service on any person other than those served;

- (ii) approving the Receiver's engagement of Cushman & Wakefield Waterloo Region Ltd. ("**Cushman**") pursuant to a listing agreement dated November 10, 2023 for the marketing and sale of the Real Property (as defined below);
 - (iii) approving the sale transaction (the "**Transaction**") contemplated in the Agreement of Purchase and Sale (the "**APS**") between the Receiver (in such capacity, the "**Vendor**") and Devcor Capital Inc. (in such capacity, the "**Purchaser**") dated May 8, 2024 and accepted May 15, 2024, and authorizing the Receiver to complete the Transaction; and
 - (iv) upon execution and delivery of a certificate by the Receiver containing confirmation of the closing of the Transaction, vesting in the Purchaser all of the Respondent's right, title, benefit, and interest in and to the property known municipally as 31-33 Market Place, Stratford, Ontario and legally described in **Schedule "A"** hereto (the "**Real Property**") free and clear of and from any and all security interests, liens, executions, levies, charges, or other financial or monetary claims; and
- (b) an order, substantially in the form of the draft Ancillary Relief and Discharge Order ("**Ancillary Relief Order**") contained at Tab 5 of this Motion Record, among other things:
- (i) approving the First Report of the Receiver dated June 4, 2024 (the "**First Report**"), and the actions, conduct, and activities of the Receiver described therein;

- (ii) sealing the Confidential Supplement to the First Report, and each appendix appended thereto, until the closing of the Transaction or further Order of this Court;
 - (iii) approving the fees and disbursements of the Receiver and its counsel, Aird & Berlis LLP, including the estimated fees and disbursements to complete these proceedings;
 - (iv) authorizing and directing the Receiver to make (or cause to be made) a distribution to The Corporation of the City of Stratford in respect of property taxes owing on the Real Property;
 - (v) subject to the Receiver maintaining such reserves as the Receiver deems appropriate for, *inter alia*, the administration of the receivership estate, authorizing and directing the Receiver to distribute to Cosman Mortgage Capital Corporation the net proceeds of the receivership estate, but not to exceed the amount of its secured claim; and
 - (vi) discharging the Receiver upon the filing of a certificate substantially in the form attached as **Schedule “A”** to the Ancillary Relief Order (the “**Receiver’s Discharge Certificate**”) certifying that the Receiver has completed all outstanding receivership matters in connection with its appointment as Receiver in these proceedings; and
- (c) such further and other relief as to this Court may seem just.

THE GROUNDS FOR THE MOTION ARE:

1. Capitalized terms not expressly defined herein are as defined in the First Report.
2. On the application of Cosman Mortgage Capital Corporation (the “**Applicant**”), and pursuant to the Order of Justice Howard dated September 15, 2023, Ira Smith Trustee & Receiver Inc. was appointed as Receiver of the Respondent in respect of the Real Property under section 243(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) and section 101 of the *Courts of Justice Act* (Ontario) (the “**CJA**”).
3. Following its appointment, the Receiver engaged Cushman & Wakefield Waterloo Region Ltd. (“**Cushman**”) to assist with the marketing and sale of the Real Property.
4. The Multiple Listing Service (“**MLS**”) listing went live on December 1, 2023.
5. In total, three offers were submitted from two parties.
6. On May 15, 2024, the Receiver, in its capacity as vendor of the Real Property, accepted the APS with the Purchaser for the Transaction in respect of the Real Property.
7. Pursuant to the APS, the Respondents require Court approval of the APS and the AVO to vest in the Purchaser all of the Respondent’s right, title, and interest in and to the Real Property, free and clear of encumbrances.
8. The Receiver has confidence in the marketing process conducted and supports the Transaction contemplated by the APS.
9. Pursuant to the APS, the closing of the Transaction must be completed by no later than 6:00 p.m. on June 28, 2024.

10. Subject to the closing of the Transaction, and the filing by the Receiver of the Receiver's Discharge Certificate, the administration of the receivership is complete. Accordingly, the Receiver seeks the Ancillary Relief Order discharging it effective upon the filing of the Receiver's Discharge Certificate.

Statutory Regime and Authorities Relied On

11. The provisions of the BIA.

12. Rules 1.04, 2.03, 3.02, 16.08, and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.

13. The inherent, statutory, and equitable jurisdiction of this Court.

14. Such further and other grounds as the lawyers may advise.

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

- (a) The First Report of the Receiver, to be filed;
- (b) Such further and other evidence as the lawyers may advise and this Court may permit.

June 4, 2024

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in its capacity as court-appointed receiver of
the lands and premises registered in the name
of Larson Properties Partnership Corp.*

TO: **SERVICE LIST**

SCHEDULE "A"
LEGAL DESCRIPTION OF REAL PROPERTY

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

**COSMAN MORTGAGE CAPITAL
CORPORATION**
Applicant

and

LARSON PROPERTIES PARTNERSHIP CORP.
Respondent

Court File No. CV-23-00001179-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
LONDON

NOTICE OF MOTION
(RETURNABLE JUNE 14, 2024)

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registered in the name of Larson Properties Partnership Corp.*

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

COSMAN MORTGAGE CAPITAL CORPORATION

Applicant

- and -

LARSON PROPERTIES PARTNERSHIP CORP.

Respondent

**FIRST REPORT OF IRA SMITH TRUSTEE & RECEIVER INC.,
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER**

DATED JUNE 4, 2024

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- T. Affidavit of Brandon Smith sworn June 4, 2024
- U. Affidavit of Ian Aversa sworn June 4, 2024

1.0 INTRODUCTION

1.1 This report (the “**First Report**”) is filed by Ira Smith Trustee & Receiver Inc. (“**ISI**”) in its capacity as Court-appointed Receiver (in such capacity, the “**Receiver**”), pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O 1990, c. C.43, as amended (the “**CJA**”) of the lands and premises registered in the name of Larson Properties Partnership Corp. (the “**Debtor**” or the “**Company**”) 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

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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 “**Real Property**”).

1.2 On application by Cosman Mortgage Capital Corporation (“**Cosman**”), the Honourable Mr. Justice Howard of the Ontario Superior Court of Justice (the “**Court**”) issued an order (the “**Appointment Order**”) dated September 15, 2023 (the “**Appointment Date**”) appointing ISI as Receiver. A copy of the Appointment Order is attached hereto as **Appendix “A”**.

Purpose of this Report

1.3 The purpose of this First Report is to report to this Honourable Court on the administration of the Court-appointed receivership since the Appointment Date, including the marketing and sale process implemented by the Receiver, and in support of the Receiver's motion for the following Orders:

- (a) an Approval and Vesting Order (“**AVO**”), among other things:
 - (i) approving the Receiver's engagement of Cushman & Wakefield Waterloo Region Ltd. (“**Cushman**”) pursuant to a listing agreement dated November 10, 2023 for the marketing and sale of the Real Property;
 - (ii) approving the sale transaction (the “**Transaction**”) contemplated in the Agreement of Purchase and Sale (the “**APS**”) between the Receiver and Devcor Capital Inc. (in such capacity, the “**Purchaser**”) dated May 8, 2024 and accepted May 15, 2024, and authorizing the Receiver to complete the Transaction; and
 - (iii) vesting in the Purchaser all of the Respondent's right, title and interest in and to the Real Property; and
- (b) an ancillary relief and discharge order (the “**Ancillary Relief Order**”), among other things:

- (i) approving the First Report and the activities and conduct of the Receiver described herein;
- (ii) approving the fees and disbursements of the Receiver, as set out in the Affidavit of Brandon Smith sworn June 4, 2024 (the “**ISI Fee Affidavit**”), and the fees and disbursements of the Receiver’s counsel, Aird & Berlis LLP (“**A&B**”), as set out in the Affidavit of Ian Aversa sworn June 4, 2024 (the “**A&B Fee Affidavit**”), including, in both cases, estimates of the Remaining Fees and Disbursements (as defined below);
- (iii) approving the accounting for the receipts and disbursements of the Receiver from the Appointment Date to May 31, 2024;
- (iv) authorizing and directing the Receiver to make one or more distributions to The Corporation of the City of Stratford (the “**City**”) and Cosman;
- (v) sealing the Confidential Supplement to this First Report, and the appendices appended thereto, until the closing of the Transaction, or further order of the Court; and
- (vi) discharging the Receiver upon the filing of a certificate certifying that the Receiver has completed all outstanding receivership matters in connection with its appointment as Receiver in these proceedings (the “**Receiver’s Discharge Certificate**”).

Disclaimer

1.4 In preparing this First Report, the Receiver, where stated, has relied upon information obtained from and discussions with contractors and other third parties (collectively, the “**Information**”). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information and expresses no opinion, or other form of assurance, in respect of the Information. As indicated herein, the Debtor and its principal, Mr. Larson, supplied very limited books and records of the Company. Accordingly, the Receiver had to collect data from third parties and obtain information from securing the Real Property to be able to initially determine the financial position of the Real Property and the Company.

1.5 This First Report is prepared solely for the use of the Court and the stakeholders in these proceedings, for the purpose of assisting the Court in determining whether to grant the relief being sought. It is based on the Receiver’s analysis of the Information provided to it by the management, Directors, staff, and contractors of the Debtor, and other third parties as stated herein, which included unaudited financial statements and internal financial reporting. The Receiver’s procedures did not constitute an audit or financial review engagement of the Debtor’s financial reporting. Where stated, the Receiver has relied upon the Information in reaching the conclusions set out in this First Report.

2.0 BACKGROUND AND OVERVIEW

2.1 The sole asset of the Company under receivership pursuant to the Appointment Order is the Real Property, a commercial building located at 31-33 Market Place in the City of

Stratford, Ontario. Notwithstanding the description of the Real Property in the preamble of the Appointment Order as 31-33 Market Square, Stratford, Ontario, there is no street in Stratford known as “Market Square”. Market Square is an open community space for residents to gather and host special events in the downtown core of Stratford, Ontario. Copies of the relevant parcel register searches are appended hereto as **Appendix “B”**.

2.2 On the Appointment Date the Real Property was occupied by several entities related to the Debtor:

- (a) The Hub Stratford Inc. (the “**Hub**”);
- (b) The Hub Butchery (“**Butchery**”); and
- (c) The Hub Stratford (Patio) (“**Patio**”).

2.3 The Receiver’s review of the available lease documentation suggested that the Hub was the head tenant in a lease between it and the Debtor and each of Butchery and Patio entered into sub leases with the Debtor. The leases indicate that Debtor’s President, Mr. Larson, is also the President of the Hub, Butchery and Patio (collectively the “**Tenants**”). The Tenants collectively operated a bar, restaurant, roof top patio and butcher shop from the first and second floors of the Real Property.

2.4 Following the Receiver’s appointment, the Tenants were unable to continue their business operations at the Real Property, including paying rent to the Receiver, and advised the Receiver that they wished to vacate the Real Property. The Tenants vacated the Real Property on November 18, 2023, at which time, the Receiver obtained vacant possession of the Real Property.

- 2.5 The Real Property consists of a conjoined one and two-storey historic building. The kitchen is located on the first floor, the restaurant and bar spaces are located on the first and second floors, the butcher shop retail space is located on the first floor, and the basement houses mechanical equipment, employee spaces, restrooms and a series of walk-in coolers and prep rooms, which the Tenants used to store beer and prepared food and meat for use at the butcher shop, the restaurant and related food service businesses at other locations. There is an elevator from the basement to the second floor.
- 2.6 Despite there being two PINs and multiple municipal addresses associated with the Real Property, the conjoined buildings share utilities, and mechanical and life safety systems.
- 2.7 The Applicant in these proceedings, Cosman, has an interest in the Real Property by way of first-ranking mortgage, which, by virtue of the *Municipal Act*, 2001, S.O. 2001, c. 25 (the “**Municipal Act**”) is subordinate to the interest of the City for property tax arrears. Bennington Financial Corp. (“**Bennington**”) holds a second-ranking mortgage on the Real Property. A third-ranking mortgage is held by a group of private investors in a syndicated investment for which Olympia Trust Company (“**Olympia**”) acts as trustee. Readers are directed to Section 6.0 for a further discussion on secured parties.

3.0 ACTIVITIES OF THE RECEIVER

Property Manager

- 3.1 In preparation for its appointment as Receiver, ISI retained Wildgust Elite Property Management to act as Property Manager (the “**Property Manager**”). Following the

Appointment Date, the Property Manager met with Mr. Larson, inspected the Real Property, and obtained a key to the premises.

- 3.2 After the Tenants vacated the Real Property, the Property Manager secured the premises, arranged for the changing of the locks and reprogramming of the security systems, inspected and secured the mechanical systems for the winter and, in accordance with the insurer's instructions, arranged for the potable water pipes to be drained, shut off and winterized. The life safety systems and sprinkler remained active.
- 3.3 As the Real Property is located in the heart of downtown Stratford, a municipal by-law requires the immediate clearing of snow from the sidewalk by property owners. Accordingly, the Property Manager arranged for a contractor to fulfill this requirement.
- 3.4 The Property Manager has also been responsible for responding to any alarms at the Real Property and completing a walkthrough every 72 hours as required by the insurer.
- 3.5 On January 4, 2024 an entity related to the Debtor and Tenants forwarded to the Receiver an email indicating that the Debtor was in arrears with respect to payment of license fees for the elevator at the Real Property. The Receiver contacted the Technical Standards & Safety Authority (the "TSSA") the following day to advise of its appointment, that it was not assuming responsibility for the arrears of the Debtor, and that it was not fully aware of the status of the elevator and its license. The Receiver directed the TSSA to contact the Property Manager to arrange for an inspection, if warranted. On March 15, 2024, a representative of the TSSA contacted the Property Manager. The Receiver directed the

Property Manager to request that the TSSA take the elevator out of service in order to remain compliant with the TSSA.

Books and Records

- 3.6 Following the issuance of the Appointment Order, the Receiver spoke with Mr. Larson and established the Receiver's expectation that in his capacity as representative of the Debtor, Mr. Larson would cooperate with the Receiver, provide access to the Property Manager, and provide relevant books and records in relation to the Real Property. Furthermore, as the exact nature of the tenancy of the Real Property was not yet known to the Receiver—other than it was being occupied by an entity related to Mr. Larson and the Debtor—the Receiver advised Mr. Larson that payment of all rent due to the Company as at the Appointment Date and going forward was to be paid to the Receiver.
- 3.7 The contents of the conversation and specific requests for production of documents and access to the Real Property was followed up in a letter from the Receiver to the Debtor's legal counsel. A copy of the letter is annexed here to as **Appendix "C"**.
- 3.8 Over a period of a few weeks, commencing on October 4, 2023, Mr. Larson, or people assisting him, slowly produced to either the Receiver or the Property Manager scant documents relating to leases, utilities and insurance at the Real Property and incomplete and outdated internal financial statements.

Listing for Sale by the Debtor

- 3.9 Mr. Larson advised the Receiver that the Real Property had been listed by the Debtor for sale with Trillium West Real Estate Brokerage Ltd. ("**Trillium**") prior to the Appointment

Date. A copy of the listing agreement was provided to the Receiver on September 20, 2023. Prior to receiving it, the Receiver located the listing online and wrote to Trillium, *inter alia*, advising of its appointment, requesting a copy of the agreement and advising that only the Receiver could accept, negotiate or otherwise deal with any offer to buy the Real Property. A copy of the Receiver's letter to Trillium is attached hereto as **Appendix "D"**. A copy of the listing agreement between the Debtor and Trillium is attached hereto as **Appendix "E"**.

3.10 The Receiver corresponded with Trillium and agreed to maintain status quo with the listing. No offers were presented by Trillium to the Receiver. On October 24, 2023, the Receiver advised Trillium that it was causing the Company to terminate the listing agreement effective immediately. Copies of the Receiver's letter and the termination agreement are attached hereto as **Appendix "F"**.

3.11 The Trillium listing agreement provided that if two parties, Messers. Berger or Crompton, brought forward a purchaser, the listing agreement would terminate. The Receiver requested from Mr. Larson the contact details of these individuals, which were ultimately provided, albeit with reluctance and argument. Both individuals were put on notice of the Appointment Order and were advised that the Receiver is the sole party authorized to deal with the Real Property. Mr. Crompton advised he was not retained by the Company and Mr. Berger did not respond.

Insurance

3.12 The Receiver contacted Western Coast Insurance Services and Western Financial Group Insurance Solutions, the insurance broker and sub-broker who placed the insurance

coverage for the Company on the Real Property. Western Financial Group Insurance Solutions (the “**Broker**”) confirmed that the premium and policy were in good standing and that the Receiver was added as a named insured to the existing policy, provided by Wawanesa Insurance, with various sub-insurers. Attached as **Appendix “G”** is confirmation of insurance coverage.

3.13 On November 17, 2023, the Broker contacted the Receiver to advise that he understood that the Real Property was listed for sale by the Receiver and that he wished to be notified once a sale took place so that coverage could be cancelled. The Receiver advised the Broker that the Real Property was not yet listed by the Receiver but would soon be. The Receiver also advised that the Tenants were in the midst of vacating and vacant possession was expected imminently. The Receiver again canvassed with the Broker the status of payments of the premium and what requirements the insurer had upon vacancy. Vacancy was ultimately confirmed to the Broker.

3.14 The Broker confirmed that the premium remained in good standing as it was largely pre-paid. The Broker also advised that the insurer required walk-throughs every 72 hours (which had been anticipated by the Receiver and arranged with the Property Manager) and that the potable water pipes be drained and shut off, but that the building’s fire sprinklers remain active. The Broker further advised that as a result of the vacancy, the insurer would drop coverage from all perils to, essentially, only fire. As the Receiver required coverage for all perils, specifically third party liability, vandalism, sewer backup, and water damage, it requested that the Broker seek that coverage from either the existing insurer or canvas the marketplace for replacement coverage. The Broker advised the Receiver that the insurer

was prepared to allow existing coverage to remain in place while discussions were underway with the insurer and while sourcing replacement coverage.

- 3.15 On December 27, 2023, the Broker provided the Receiver with a proposal from Agile Underwriting, who was willing to provide broad-form coverage. Coverage was bound January 21, 2024 to coincide with the cancellation of the Debtor's policy. This new coverage was for a term of three months and was renewed for a further term of three months on April 21, 2024. A copy of the confirmation of current coverage is attached here to as **Appendix "H"**. Credit for unearned premium on the Debtor's cancelled coverage was applied by the Broker to the premium for the January 21, 2024 bound coverage.

Tenant Matters

- 3.16 In response to Cosman's application to appoint the Receiver, Mr. Larson swore an affidavit dated August 30, 2023, in which he deposed, *inter alia*, that Exhibit "F" to his affidavit was a true copy of the existing commercial lease between the Debtor, as landlord, and the Hub, as tenant, dated March 21, 2019 (the "**Hub Lease**"). A copy of that Hub Lease is attached hereto as **Appendix "I"**.
- 3.17 Notwithstanding the Receiver's correspondence with Mr. Larson and his counsel, no rent had been received by the Receiver on October 1, 2023. By October 4, 2023, the Receiver and the Property Manager had received little in the way of co-operation from the Debtor and/or the Tenants in terms of production of books and records related to the Real Property. The Receiver began following up with the Debtor and the Tenants regarding production of information and payment of rent. The Receiver received a cheque in the amount of

\$10,000.00 on October 16, 2023 from 1000338135 Ontario Inc., which was to be applied towards the Tenants' rent obligations.

- 3.18 The Receiver wrote to the Hub on October 16, 2023, advising that they were in breach of the Hub Lease and giving them until October 21, 2023 to remedy their default. Attached hereto as **Appendix "J"** is the Receiver's letter to the Hub.
- 3.19 On October 25, 2023, Mr. Larson advised the Receiver that the Tenants' businesses were no longer viable at the Real Property and the Tenants wished to enter into an arrangement to pay interim occupancy rent while ceasing operations and retrieving their assets from the premises. Mr. Larson followed up the conversation with an email proposing his terms, a copy of which is attached hereto as **Appendix "K"**.
- 3.20 The Receiver and the Tenants negotiated terms and entered into an interim occupancy license agreement (the "**Occupancy Agreement**"), which is attached hereto as **Appendix "L"**. The date by which the Tenants were to vacate the premises was extended to 5:00 p.m. on November 18, 2023. Vacant possession was delivered to the Property Manager and the Receiver has had exclusive possession since November 19, 2023. The Property Manager arranged for the locks to be changed, the reprogramming of the alarm system, and the deactivations of access control fobs.

Third Party Assets

- 3.21 Terms 7 and 8 of the Occupancy Agreement required the Tenants to leave the premises in broom-swept condition, provide to the Receiver a listing of all consignment items along with supporting documentation, and return such consignment items to the consignors.

Notwithstanding the terms, the premises were not left in broom-swept condition, no listing of third party assets or supporting documentation was provided, and, on several occasions since the Tenants vacated, representatives of the Tenants or related parties contacted the Receiver to advise of various third party assets they wished to retrieve.

- 3.22 The Receiver was aware that several parties had registrations under the *Ontario Personal Property Security Act*, R.S.O. 1990, c. P.10 (the “PPSA”) against the Debtor’s personal property. A copy of the certified search from the Ontario Personal Property Registration System against the Debtor with a file currency of May 23, 2024 is attached as **Appendix “M”**. Accordingly, the Receiver needed to be very cautious regarding any request to remove any assets from the premises.
- 3.23 The Tenants offered to return to the premises to retrieve the assets and to perform a cleaning. As the Tenants were not able to supply a listing of third party assets, including serial numbers/markings, the name(s) of the legal owners and proof of ownership, the Receiver denied all requests for access and determined that the risks of allowing the Tenants access to perform a cleaning outweighed the benefits.
- 3.24 On multiple separate occasions, the Receiver received requests to retrieve various contents and denied each one as no party was able to identify the specific goods to be retrieved, including serial numbers and markings, the name of the legal owner and proof of ownership.
- 3.25 Bennington is the owner and lessor of various kitchen equipment located at the Real Property. At the outset, Bennington and the Receiver agreed that keeping those assets in

place at no cost to Bennington, instead of removing them, would be mutually beneficial to the parties as: (i) it would eliminate risk of potential damage to the Real Property through the removal process; (ii) it would conserve costs for all parties; and (iii) to the extent that Bennington's assets were of interest to a potential purchaser of the Real Property, they would be available for display and viewing, and a potential purchaser would be able to enter into suitable arrangements with Bennington to acquire such assets. Bennington's agent provided a listing of assets and contact details to the Receiver's real estate agent, which listing was made available to all potential purchasers.

3.26 Ecolab Canada ("**Ecolab**") contacted the Receiver to advise that it wished to retrieve certain of their leased assets from the Real Property, specifically commercial dishwashing and detergent dispensing equipment. Ecolab provide the Receiver with leases bearing serial numbers. The Receiver identified the equipment at the Real Property and advised Ecolab that they may wish to maintain the equipment on-site on the same terms as were agreed to with Bennington. Otherwise, Ecolab was free to contact the Property Manager to arrange the retrieval of their assets on specific terms as set out in an email to Ecolab on November 24, 2023, a copy of which is attached hereto as **Appendix "N"**. As of the date of this First Report, no reply was received and Ecolab's assets remain at the Real Property.

3.27 All contents that were at the Real Property following the Tenants' departure remain there as of the date of this First Report. The Appointment Order only vests in the Receiver the Real Property and no chattels.

Property Tax

- 3.28 Attached as **Appendix “O”** is a copy of a notification of registration of a tax arrears certificate issued by the City, received by the Receiver on December 27, 2023. The Receiver corresponded with the City and informed them of these receivership proceedings and the stay created by the Appointment Order.
- 3.29 The Receiver also corresponded with Cosman’s counsel, who received the same certificate, to address concerns about accruing arrears and interest that would rank ahead of Cosman. As the Receiver did not have sufficient funds or cashflow to address arrears or current property taxes, the Receiver advised that Cosman would need to advance funds under a Receiver’s Certificate if Cosman wished for the property tax arrears to be paid. The Receiver also advised that to borrow sufficient funds, the Receiver would need to seek approval of the Court to increase the borrowing authority. Ultimately, Cosman decided that the Receiver should allow the arrears to accumulate to be paid from the proceeds of sale following closing of a transaction for the purchase and sale of the Real Property.
- 3.30 Attached hereto as **Appendix “P”** is a copy of a current tax certificate as at May 24, 2024 indicating a balance owing of \$179,661.79 to the City. The Receiver believes it appropriate for the balance owing to the City to be paid first from the proceeds of the Transaction.
- 3.31 The Receiver consulted with the Property Manager regarding seeking an abatement of property taxes due to the Real Property’s vacant status. The Property Manager contacted the City and was advised that their program for relief for vacancy is no longer in operation.

Cash flow and borrowings

3.32 As of the date of this First Report, the Receiver has issued three Receiver's Certificates, and has borrowed \$122,010.89 from the Applicant pursuant to the \$200,000.00 borrowing authority provided for in the Appointment Order.

3.33 Readers are directed to section 7.0 below regarding the receipts and disbursements of the Receiver and section 8.0 below regarding the fees and disbursements of the Receiver and its counsel.

4.0 MARKETING AND SALE PROCESS

4.1 The Appointment Order, *inter alia*, granted to the Receiver the power to market the Real Property (as defined above and in the Appointment Order), including advertising and soliciting offers and negotiating terms of sale.

4.2 The Receiver entered into a listing agreement with Cushman. A copy of the listing agreement is attached hereto as **Appendix "Q"**. The Receiver believed that the highest and best realization could be achieved by using a realtor to list and market the Real Property on the Multiple Listing Service ("MLS"). The Receiver engaged Cushman to market the Real Property for sale by listing it on the MLS and perform all other normal marketing activities for such a property, including establishing a website to advertise the Real Property for sale.

4.3 The marketing and sale process allowed the Receiver to: (i) expose the Real Property to all parties looking to purchase such a property; (ii) evaluate all offers received; (iii) provide any final information to the relevant parties that they may need in connection with such

offers; (iv) obtain all necessary approvals from this Honourable Court; and (v) complete the sale contemplated under the Appointment Order.

- 4.4 The Receiver believes that the marketing process allowed the Real Property to be exposed to the market in a fair and transparent way and enabled the Receiver to obtain offers in an efficient manner.
- 4.5 The Receiver's primary point of contact with Cushman was their Senior Vice President, Mr. F. Vrenjak. Mr. Vrenjak met with the Receiver at the Real Property, prepared and assembled all marketing material, and provided monthly reporting to the Receiver.
- 4.6 The MLS listing went live on December 1, 2023. A link to the listing was provided by the Receiver to Cosman, Bennington, counsel for Olympia and counsel to one Olympia investor. Mr. Larson independently was aware of the listing before the link was provided to the Receiver by Cushman. All parties were advised that in the event they or someone known to them had interest in participating in the marketing and sale process, they should contact Mr. Vrenjak at Cushman.
- 4.7 In total, three offers were submitted from two parties. One of the parties submitted two offers, the first of which contained conditions that did not make it commercially reasonable within the context of a receivership. Additional information about the offers received is contained in the Receiver's Confidential Supplement to this First Report. A summary of all offers received through the sale and marketing process and Mr. Vrenjak's discussion of the current market conditions is attached as **Confidential Appendix "A"** to the Confidential Supplement. The Receiver seeks a sealing Order with respect to the

Confidential Supplement and the appendices appended thereto due to the commercially sensitive nature of the information contained therein.

- 4.8 On May 8, 2024, the party that initially submitted the conditional offer submitted a new offer which eliminated the Purchaser's conditions while leaving the Receiver's stated conditions intact. After several rounds of writebacks, the binding APS was mutually accepted on May 15, 2023. The Transaction is conditional on the issuance of the AVO.
- 4.9 A copy of the APS is attached as **Confidential Appendix "B"** to the Confidential Supplement.
- 4.10 Deposit funds from the Purchaser were received by Cushman on May 15, 2024.
- 4.11 The APS was attractive for the following reasons:
- (a) the Sales Process was run in a fair, transparent and even-handed manner. After over five months on the market, the APS was the sole firm offer received, and was the sole offer that did not contain terms and conditions that were, in the Receiver's opinion, either not commercially reasonable or not viable within the context of a receivership. Accordingly, the purchase price contemplated in the APS was the highest received;
 - (b) the Purchaser accepts the Receiver's required terms of sale;
 - (c) the Receiver will have sufficient cash on closing to address all outstanding expenses, professional fees and prior ranking claims, if any; and

- (d) Cosman, which stands to suffer a shortfall, has advised the Receiver that it supports completing the Transaction.

5.0 APPRAISAL OF THE PROPERTY

- 5.1 The Receiver retained Colliers International Realty Advisors Inc. (“**Colliers**”) to perform an appraisal of the Real Property. A copy of the appraisal obtained by the Receiver dated November 6, 2023, opining on the appraisal value of the Real Property as at October 20, 2023, is attached as **Confidential Appendix “C”** to the Confidential Supplement.

6.0 VALIDITY OF MORTGAGE SECURITY

- 6.1 The Receiver obtained a written opinion (the “**Security Opinion**”) from A&B (defined above), its independent legal counsel, with respect to the validity and enforceability of Cosman’s security.
- 6.2 Subject to qualifications and assumptions customary in rendering security opinions of this nature, the Security Opinion confirms that:
 - (a) the mortgage registered against title to the Real Property constitutes a valid and enforceable mortgage in favour of Cosman; and
 - (b) the security interest created by the General Security Agreement (“**GSA**”) granted by the Debtor in favour of Cosman, dated June 11, 2019, has been properly perfected under the PPSA and (to the extent required) would rank in priority to the interest of a trustee in bankruptcy in the assets, properties and undertakings of the Debtor, which are described in the GSA and are located in the Province of

Ontario, or, in the case of accounts, where the party obligated to pay an account is a resident of the Province of Ontario.

- 6.3 Subject to the Receiver's Charge and the Receiver's Borrowings Charge, the Receiver is not aware of the existence of any claims which rank in priority to the security held by Cosman, by statute or otherwise, other than the City's claim for property tax arrears pursuant to the *Municipal Act*. The relevant parcel registers for the Real Property are attached as Appendix B to this First Report, and the PPSA search for the Debtor is attached as Appendix M to this First Report.
- 6.4 Canada Revenue Agency has advised the Receiver in writing that it does not have a trust claim over the property of the Debtor.
- 6.5 Attached as **Appendix "R"** is a copy of a payout statement from Cosman as at May 31, 2024 indicating the amount of \$2,228,614.88 on that date, with a per diem rate of \$530.96 thereafter.
- 6.6 Following the closing of the Transaction, the Receiver believes it is appropriate to pay the arrears of property taxes owing to City, including interest and applicable penalties, and then make one or more interim distributions to Cosman. The interim distributions will be in an amount set by the Receiver, less a holdback that will provide a sufficient reserve to pay the remaining outstanding costs, including the final fees and disbursements of the Receiver and its legal counsel (the "**Holdback**").
- 6.7 Once all final amounts have been paid by the Receiver, it proposes to make a final distribution of the remaining Holdback to Cosman. For greater clarity, the payments to

Cosman are to be applied by them such that all liability owed by the Receiver to Cosman for any of its borrowings under the Receiver's Certificates, together with interest thereupon, is extinguished. As Cosman will suffer a shortfall, there will be no proceeds from the sale of the Real Property to remit any funds on account of the claims of Bennington and any other party subordinate to Cosman.

7.0 RECEIVER'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

7.1 Attached as **Appendix "S"** is the Receiver's Statement of Receipts and Disbursements for the period September 15, 2023 to May 31, 2024. As described therein, the Receiver holds \$12,995.73 as of May 31, 2024.

8.0 PROFESSIONAL FEES AND DISBURSEMENTS

8.1 The Receiver is seeking the approval of its fees and disbursements and those of its legal counsel, A&B.

8.2 As set out in the ISI Fee Affidavit, for the period June 27, 2023 to May 31, 2024, ISI, in its capacity as Receiver, has incurred fees of \$33,070.00 and disbursements of \$313.40, plus HST of \$4,339.84, for a total of \$37,723.24.

8.3 The ISI Fee Affidavit is appended hereto as **Appendix "T"**. The fees charged by ISI are at its usual rates and are consistent with rates charged by comparable firms in the market for work of this nature. The work performed by the Receiver as described in the ISI Fee Affidavit was undertaken in furtherance of the receivership proceedings.

- 8.4 As set out in the A&B Fee Affidavit, for the period June 26, 2023 to May 31, 2024, A&B, in its capacity as legal counsel to the Receiver, has incurred fees of \$91,027.00 and disbursements of \$1,149.51, plus HST of \$11,905.40, for a total of \$104,081.91.
- 8.5 The A&B Fee Affidavit is appended hereto as **Appendix “U”**. The fees charged by A&B are at its usual rates and are consistent with rates charged by comparable firms in the market for work of this nature.
- 8.6 The Receiver has reviewed the fees charged by A&B and confirms that the work performed by A&B as described in the A&B Fee Affidavit was requested by the Receiver and was undertaken in furtherance of the receivership proceedings.
- 8.7 On the assumption that there are no delays, disputes, or unforeseen developments in connection with these proceedings, the Receiver and its counsel have estimated fees and disbursements for professional services that have been or will be provided (the **“Remaining Fees and Disbursements”**), as follows:
- (a) ISI – for the period June 1, 2024 to the date of the discharge of the Receiver, \$20,000.00 plus HST and disbursements; and
 - (b) A&B – for the period June 1, 2024 to the date of the discharge of the Receiver, \$45,000.00 plus HST and disbursements.
- 8.8 The above estimates take into consideration the reasonable professional and legal fees and disbursements incurred to prepare for and participate in the June 14, 2024 court hearing, close the Transaction and complete the remaining matters up to the date of the discharge of the Receiver. If the actual Remaining Fees and Disbursements are less than the above

estimates, no further Court approval of fees and disbursements is required. If the actual Remaining Fees and Disbursements exceed the above estimates, the Receiver will seek the consent of Cosman to pay same without further Order of the Court.

9.0 OTHER MATTERS

9.1 As the Receiver's appointment was limited to the Real Property but not all or substantially all of the assets, properties and undertakings. For example, the Receiver's appointment does not cover the chattels, inventory, accounts receivable or other property of the Company, including other real property owned by the Company. Accordingly, the Receiver has not filed reports as would be required by ss. 245 and 246 of the BIA.

9.2 The Receiver maintains a webpage dedicated to the Receivership on its website, accessible at http://www.irasmithinc.com/case_studies/Larson/index.html.

9.3 Following the closing of the Transaction to the Purchaser, the Receiver's remaining duties will be to:

- (a) do all things as may be required by the APS to convey the Real Property to the Purchaser;
- (b) cancel the insurance coverage over the Real Property and receive any refund of unearned premium;
- (c) collect the sales proceeds from the Transaction;
- (d) make distributions to the City and Cosman as described at paragraphs 6.6 and 6.7;
and

(e) pay all final professional fees and outstanding accounts for services rendered to the Receiver.

9.4 The Receiver respectfully recommends to this Honourable Court that, after the completion of all matters required to wind up the receivership, the Receiver shall file a Certificate with this Honourable Court, substantially in the form attached to the draft Ancillary Relief Order, and upon such filing, the Receiver shall be discharged and the receivership administration will terminate.

10.0 CONCLUSION AND RECOMMENDATIONS

10.1 For the reasons set out in this First Report, the Receiver respectfully requests that this Honourable Court grant the AVO and the Ancillary Relief Order sought.

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All of which is respectfully submitted at London, Ontario this 4th day of June, 2024.

IRA SMITH TRUSTEE & RECEIVER INC.

solely in its capacity as Court-Appointed Receiver
of the lands and premises registered in the name of
Larson Properties Partnership Corp. municipally known
as 31-33 Market Square, Stratford, Ontario

Per:



Senior Vice-President

APPENDIX A



Court File No. CV-23-00001179-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

THE HONOURABLE)	FRIDAY, THE 15th
)	
JUSTICE J. PAUL R. HOWARD)	DAY OF SEPTEMBER, 2023

COSMAN MORTGAGE CAPITAL CORPORATION

Applicant

- and -

LARSON PROPERTIES PARTNERSHIP CORP.

Respondent

ORDER
(appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “CJA”) appointing Ira Smith Trustee & Receiver Inc. as receiver (in such capacity, the “Receiver”) without security, of the lands and premises registered in the name of Larson Properties Partnership Corp. (the “Debtor”) 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 “**Real Property**”),

was heard this day by judicial videoconference.

ON READING the affidavit of Jason Cosman sworn May 18, 2023 and the exhibits thereto, the Supplementary Affidavit of Jason Cosman sworn August 4, 2023 and the exhibit thereto, and on hearing the submissions of counsel for the Applicant and such other counsel as were present, and on hearing the submissions of the Respondent, appearing in person, and on reading the consent of Ira Smith Trustee & Receiver Inc. to act as the Receiver,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Ira Smith Trustee & Receiver Inc. is hereby appointed Receiver, without security, of the Real Property, including all proceeds therefrom (together with the Real Property, the “Property”).

RECEIVER’S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to cause the Debtor to cease to carry on all or any part of the Debtor's business in respect of or out of the Property and to cause the Debtor to cease to perform any contracts of the Debtor; in respect of the Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor in respect of the Property and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor in respect of the Property except for any amount owing to the Debtor in respect of an insurance claim relating to Insurance Policy No. C3400642-1 and resulting from a loss at the Property on December 6, 2022 (the "Insurance Claim");

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) except for the Insurance Claim, to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000, all before applicable taxes; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

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

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person except, for clarity, the Receiver shall not be authorized or empowered to take any actions or steps in relation to the Insurance Claim and nothing herein prevents the Debtor from prosecuting, continuing to prosecute or compromising the Insurance Claim.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA or in respect of

any obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.¹

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

19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and

charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

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

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

GENERAL

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

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

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

make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

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

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

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

32. THIS COURT ORDERS that this Order is effective from today's date and is enforceable without the need for entry and filing.



~~XXXXXXXXXX~~

jprh

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Ira Smith Trustee & Receiver Inc. , the receiver (the "Receiver") of the assets, undertakings and properties of LARSON PROPERTIES PARTNERSHIP CORP. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 14th day of July, 2023 (the "Order") made in an action having Court file number CV-23-00001179-0000 has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

Ira Smith Trustee & Receiver Inc. , solely in its capacity
as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

APPENDIX B

LAND
REGISTRY
OFFICE #44

53117-0084 (LT)

PAGE 1 OF 6
PREPARED FOR Kimberly01
ON 2024/05/30 AT 17:16:31

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

PROPERTY 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

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 AND DELETED INSTRUMENTS SINCE 1999/05/21 **</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>						
R89312	1959/08/07	LEASE		*** COMPLETELY DELETED ***	TATULIS, JOHN	
R91013	1959/12/23	NOTICE		*** COMPLETELY DELETED ***		
REMARKS: CONDITIONAL SALE						
R93507	1960/07/18	LEASE		*** COMPLETELY DELETED ***	TATULIS, JOHN	
R134589	1968/05/17	LEASE		*** COMPLETELY DELETED ***	MCKEOUGH, FELIX J. LINTZERIS, ANGELO	
R134590	1968/05/17	ASSIGNMENT LEASE		*** COMPLETELY DELETED ***		

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

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
R143146	1969/09/05	LEASE		*** COMPLETELY DELETED ***	TATULIS, BESSIE LINTZERIS, ANGELOS CHRONOPOLOS, CHRIS	
R229275	1980/06/25	NOTICE OF LEASE		*** COMPLETELY DELETED ***	329250 ONTARIO LIMITED KARAMOUNTZOS, SAM CASTRENIS, GEORGE COB DRAMA RESTAURANT	
R252604	1984/02/13	TRANSFER		*** COMPLETELY DELETED ***	552853 ONTARIO INC.	
	<i>REMARKS: AMENDED BY R327213</i>					
R371717	1997/06/24	CHARGE		*** COMPLETELY DELETED ***	NATIONAL TRUST COMPANY	
R371718	1997/06/24	ASSIGNMENT GENERAL		*** COMPLETELY DELETED ***		
	<i>REMARKS: LEASES & RENTS, R371717</i>					
LT9880	2000/03/24	APL CH NAME OWNER		*** COMPLETELY DELETED *** SAMUEL'S INC.	ROYAL CORP.	
PC2235	2003/05/07	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** NATIONAL TRUST COMPANY	SCOTIA MORTGAGE CORPORATION	
	<i>REMARKS: R371717</i>					
PC2236	2003/05/07	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** NATIONAL TRUST COMPANY	SCOTIA MORTGAGE CORPORATION	
	<i>REMARKS: R371718</i>					
PC10287	2004/01/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** SCOTIA MORTGAGE CORPORATION		
	<i>REMARKS: RE: R371717</i>					
PC59882	2008/04/25	TRANSFER		*** COMPLETELY DELETED *** ROYAL CORP.	2161247 ONTARIO INC. TFT NO.1 LP	
	<i>REMARKS: LIMITED PARTNERSHIP</i>					

LAND
REGISTRY
OFFICE #44

53117-0084 (LT)

PREPARED FOR Kimberly01
ON 2024/05/30 AT 17:16:31

* 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
CORRECTIONS: 'TRANSFEREE: TFT NO.1 LP' ADDED ON 2008/05/15 BY ANN LAPIER.						
PC59883	2008/04/25	APL (GENERAL)		ROYAL CORP.		C
REMARKS: DELETE R89312, R93507, R134589, R134590, R143146, R229275						
PC59884	2008/04/25	TRANS PARTNERSHIP		*** COMPLETELY DELETED *** 2161247 ONTARIO INC. TFT NO. 1 LP	BASRAN-SONS INC.	
REMARKS: PLANNING ACT STATEMENTS						
PC59885	2008/04/25	CHARGE		*** COMPLETELY DELETED *** BASRAN-SONS INC.	BANK OF MONTREAL	
PC59886	2008/04/25	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** BASRAN-SONS INC.	BANK OF MONTREAL	
REMARKS: PC59885						
PC65637	2008/10/21	APL (GENERAL)		*** COMPLETELY DELETED *** ROYAL CORP.		
REMARKS: DELETE R91013						
PC126269	2015/03/27	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** GREAT NORTHERN INSULATION CONTRACTING LTD.		
PC126690	2015/04/13	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** FORMAN ELECTRIC LTD.		
PC127912	2015/05/29	CERTIFICATE		*** COMPLETELY DELETED *** FORMAN ELECTRIC LTD.	BASRAN-SONS INC.	
REMARKS: PC126690, CERTIFICATE OF ACTION						
PC128758	2015/06/29	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** PARR MECHANICAL PLUMBING AND HEATING		
PC129370	2015/07/21	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** SMITH-PEAT ROOFING & SHEET METAL LTD.		
PC130351	2015/08/25	CERTIFICATE		*** COMPLETELY DELETED *** SMITH-PEAT ROOFING & SHEET METAL LTD.		
REMARKS: PC129370						
PC130386	2015/08/27	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** PARR MECHANICAL PLUMBING AND HEATING		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
PC130768	2015/09/09	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** GREAT NORTHERN INSULATION CONTRACTING LTD.		
PC131479	2015/10/05	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** SMITH-PEAT ROOFING & SHEET METAL LTD.		
PC142527	2016/11/21	TRANSFER	\$1,960,000	BASRAN-SONS INC.	LARSON HOLDINGS INC.	C
PC142528	2016/11/21	CHARGE		*** COMPLETELY DELETED *** LARSON HOLDINGS INC.	FIRST SOURCE FINANCIAL MANAGEMENT INC.	
PC142529	2016/11/21	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** LARSON HOLDINGS INC.	FIRST SOURCE FINANCIAL MANAGEMENT INC.	
PC142530	2016/11/21	CHARGE		*** COMPLETELY DELETED *** LARSON HOLDINGS INC. LARSON, KEVIN GARY	BASRAN-SONS INC.	
PC144012	2017/01/13	CHARGE		*** COMPLETELY DELETED *** LARSON HOLDINGS INC.	OLYMPIA TRUST COMPANY	
PC144013	2017/01/13	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** LARSON HOLDINGS INC.	OLYMPIA TRUST COMPANY	
PC144353	2017/01/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
PC144486	2017/02/01	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	LARSON HOLDINGS INC.	
PC148068	2017/06/15	CHARGE		*** COMPLETELY DELETED *** LARSON HOLDINGS INC.	OLYMPIA TRUST COMPANY	
PC148491	2017/06/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<i>REMARKS: PC144012.</i>						
PC149795	2017/08/10	CHARGE		*** COMPLETELY DELETED *** LARSON HOLDINGS INC.	OLYMPIA TRUST COMPANY	
PC151661	2017/10/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY		
<i>REMARKS: PC148068.</i>						
PC157437	2018/05/09	APL CH NAME OWNER		LARSON HOLDINGS INC.	LARSON PROPERTIES PARTNERSHIP CORP.	C
PC159201	2018/07/11	CHARGE		*** COMPLETELY DELETED *** LARSON PROPERTIES PARTNERSHIP CORP.	CARDINAL INVESTMENTS	
PC160810	2018/08/31	DISCH OF CHARGE		*** COMPLETELY DELETED *** CARDINAL INVESTMENTS		
<i>REMARKS: PC159201.</i>						
PC162065	2018/10/10	NOTICE		*** COMPLETELY DELETED *** LARSON PROPERTIES PARTNERSHIP CORPORATION	BASRAN-SONS INC.	
<i>REMARKS: PC142530</i>						
PC168971	2019/06/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** BASRAN-SONS INC.		
<i>REMARKS: PC142530.</i>						
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
<i>REMARKS: PC169038</i>						
PC169049	2019/06/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY		
<i>REMARKS: PC149795.</i>						
PC169081	2019/06/17	CHARGE	\$1,629,140	LARSON PROPERTIES PARTNERSHIP CORP.	OLYMPIA TRUST COMPANY	C
PC169090	2019/06/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRST SOURCE FINANCIAL MANAGEMENT INC.		
<i>REMARKS: PC142528.</i>						
PC169528	2019/06/28	CHARGE	\$350,000	LARSON PROPERTIES PARTNERSHIP CORP.	BENNINGTON FINANCIAL CORP.	C

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REGISTRY
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53117-0084 (LT)

PREPARED FOR Kimberly01
ON 2024/05/30 AT 17:16:31

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PC169529	2019/06/28	POSTPONEMENT <i>REMARKS: PC169081 TO PC169528</i>		OLYMPIA TRUST COMPANY	BENNINGTON FINANCIAL CORP.	C
PC169765	2019/07/09	NOTICE <i>REMARKS: PC169081</i>	\$1	LARSON PROPERTIES PARTNERSHIP CORP.	OLYMPIA TRUST COMPANY	C
PC172041	2019/09/26	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** FELTZ DESIGN BUILD LTD.		
PC172933	2019/10/21	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** BRAD BAKER PLUMBING, HEATING & ELECTRICAL INC.		
PC175806	2020/01/16	CERTIFICATE <i>REMARKS: PC172933</i>		*** COMPLETELY DELETED *** BRAD BAKER PLUMBING, HEATING & ELECTRICAL INC.		
PC176102	2020/01/24	CERTIFICATE <i>REMARKS: PC172041</i>		*** COMPLETELY DELETED *** FELTZ DESIGN BUILD LTD.		
PC199613	2022/01/27	APL DEL CONST LIEN <i>REMARKS: PC172933.</i>		*** COMPLETELY DELETED *** LARSON PROPERTIES PARTNERSHIP CORP. LARSON, KEVIN GARY		
PC199614	2022/01/27	APL AMEND ORDER <i>REMARKS: PC172041 & PC176102.</i>		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	LARSON PROPERTIES PARTNERSHIP CORP. LARSON, KEVIN GARY	
PC217133	2023/09/18	APL COURT ORDER <i>REMARKS: APPOINTING RECEIVER</i>		ONTARIO SUPERIOR COURT OF JUSTICE	IRA SMITH TRUSTEE & RECEIVER INC.	C
PC218664	2023/11/17	CERTIFICATE <i>REMARKS: TAX ARREARS</i>	\$64,006	THE CORPORATION OF THE CITY OF STRATFORD		C

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 AND DELETED INSTRUMENTS SINCE 1999/05/21 **</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>						
R336998	1993/06/23	TRANSFER		*** COMPLETELY DELETED ***	260568 HOLDINGS LIMITED	
R337364	1993/06/30	NOTICE OF LEASE		*** COMPLETELY DELETED ***	477256 ONTARIO LIMITED	
R346723	1994/07/08	NOTICE OF LEASE		*** COMPLETELY DELETED ***	477256 ONTARIO LIMITED	
R363379	1996/07/30	CHARGE		*** COMPLETELY DELETED ***	ROYAL BANK OF CANADA	
LT5454	1999/09/01	APL (GENERAL)		*** COMPLETELY DELETED *** 260568 HOLDINGS LIMITED		
<p>REMARKS: R337364 & 346273</p>						

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD	
LT5455	1999/09/01	TRANSFER		*** COMPLETELY DELETED *** 260568 HOLDINGS LIMITED	1358749 ONTARIO LIMITED		
LT5456	1999/09/01	CHARGE		*** COMPLETELY DELETED *** 1358749 ONTARIO LIMITED	LAURENTIAN TRUST OF CANADA INC.		
LT5457	1999/09/01	NOTICE		*** COMPLETELY DELETED *** 1358749 ONTARIO LIMITED	LAURENTIAN TRUST OF CANADA INC.		
		<i>REMARKS: LT5456-RENTS</i>					
LT5458	1999/09/01	CHARGE		*** COMPLETELY DELETED *** 1358749 ONTARIO LIMITED	260568 HOLDINGS LIMITED		
LT5596	1999/09/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA			
		<i>REMARKS: RE: R363379</i>					
LT9399	2000/03/02	CHARGE		*** COMPLETELY DELETED *** 1358749 ONTARIO LIMITED	LAURENTIAN TRUST OF CANADA INC.		
LT14091	2000/09/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** 260568 HOLDINGS LIMITED			
		<i>REMARKS: RE: LT5458</i>					
LT14092	2000/09/15	CHARGE		*** COMPLETELY DELETED *** 1358749 ONTARIO LIMITED	SCOTT, DUNCAN SCOTT, JOY		
LT17980	2001/03/16	CHARGE		*** COMPLETELY DELETED *** 1358749 ONTARIO LIMITED	B2B TRUST MACDOUGALD, ALLAN MACDOUGALD, NOREEN		
LT17981	2001/03/16	POSTPONEMENT		*** COMPLETELY DELETED *** SCOTT, DUNCAN SCOTT, JOY	B2B TRUST MACDOUGALD, ALLAN MACDOUGALD, NOREEN		
		<i>REMARKS: LT14092 TO LT17980</i>					
LT18452	2001/04/05	CHARGE		*** COMPLETELY DELETED *** 1358749 ONTARIO LIMITED	B2B TRUST		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LT20584	2001/06/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** LAURENTIAN TRUST OF CANADA INC.		
	REMARKS: RE: LT9399					
LT24394	2001/11/14	CHARGE		*** COMPLETELY DELETED *** 1358749 ONTARIO LIMITED	BOSCH, LISA JANE	
LT24395	2001/11/14	POSTPONEMENT		*** COMPLETELY DELETED *** SCOTT, DUNCAN SCOTT, JOY	BOSCH, LISA JANE	
	REMARKS: LT14092, LT24394					
LT24396	2001/11/14	POSTPONEMENT		*** COMPLETELY DELETED *** MACDOUGALD, ALLAN MACDOUGALD, NOREEN B2B TRUST	BOSCH, LISA JANE	
	REMARKS: LT17980, LT24394					
LT24397	2001/11/14	POSTPONEMENT		*** COMPLETELY DELETED *** B2B TRUST	BOSCH, LISA JANE	
	REMARKS: LT18452, LT24394					
LT24693	2001/11/26	CHARGE		*** COMPLETELY DELETED *** 1358749 ONTARIO LIMITED	B2B TRUST	
LT25047	2001/12/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** LAURENTIAN TRUST OF CANADA INC.		
	REMARKS: RE: LT5456					
PC10025	2004/01/09	CHARGE		*** COMPLETELY DELETED *** 1358749 ONTARIO LIMITED	LARRY GARDINER LIVESTOCK LIMITED	
PC35709	2006/03/16	CERT TAX ARREARS		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF STRATFORD	1358749 ONTARIO LIMITED	
PC38379	2006/06/02	LIEN		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE		
PC44642	2006/12/07	DISCHARGE INTEREST		*** COMPLETELY DELETED ***	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE	
	REMARKS: RE: PC38379 DELETE PC38379					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
PC45187	2006/12/28	TRANS POWER SALE		*** COMPLETELY DELETED *** B2B TRUST	2113984 ONTARIO LIMITED	
	<i>REMARKS: LT24693</i>					
PC45445	2007/01/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** B2B TRUST		
	<i>REMARKS: RE: LT18452</i>					
PC46905	2007/03/07	CHARGE		*** COMPLETELY DELETED *** 2113984 ONTARIO LIMITED	FIRST NATIONAL FINANCIAL GP CORPORATION	
PC46906	2007/03/07	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2113984 ONTARIO LIMITED	FIRST NATIONAL FINANCIAL GP CORPORATION	
	<i>REMARKS: PC46905</i>					
PC46907	2007/03/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** BOSCH, LISA JANE		
	<i>REMARKS: RE: LT24394</i>					
PC46908	2007/03/07	POSTPONEMENT		*** COMPLETELY DELETED *** SCOTT, DUNCAN SCOTT, JOY	FIRST NATIONAL FINANCIAL GP CORPORATION	
	<i>REMARKS: LT14092 TO PC46905</i>					
PC47684	2007/04/04	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF STRATFORD		
	<i>REMARKS: PC35709</i>					
PC56214	2007/12/11	POSTPONEMENT		*** COMPLETELY DELETED *** B2B TRUST MACDOUGALD, ALLAN MACDOUGALD, NOREEN	FIRST NATIONAL FINANCIAL GP CORPORATION	
	<i>REMARKS: LT17980 TO PC46905</i>					
PC56215	2007/12/11	CHARGE		*** COMPLETELY DELETED *** 2113984 ONTARIO LIMITED	B2B TRUST	
PC103882	2012/09/25	TRANS POWER SALE		*** COMPLETELY DELETED *** FIRST NATIONAL FINANCIAL GP CORPORATION	BAYER, CATHERINE	
	<i>REMARKS: PC46905.</i>					
PC103883	2012/09/25	CHARGE		*** COMPLETELY DELETED ***		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
PC103884	2012/09/25	CHARGE		BAYER, CATHERINE *** COMPLETELY DELETED *** BAYER, CATHERINE	WAYPAM INC. CARNEGIE, PAUL	
PC113422	2013/10/28	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** WAYPAM INC.	HUBBARD, WILLIAM	
		REMARKS: PC103883.				
PC113471	2013/10/29	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** HUBBARD, WILLIAM	OLYMPIA TRUST COMPANY	
		REMARKS: PC113422.				
PC123026	2014/11/17	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY	WAYPAM INC.	
		REMARKS: PC103883. PC113422 & PC113471				
PC128318	2015/06/12	CHARGE		*** COMPLETELY DELETED *** BAYER, CATHERINE	MELLISH, TOM	
PC128327	2015/06/12	POSTPONEMENT		*** COMPLETELY DELETED *** CARNEGIE, PAUL	MELLISH, TOM	
		REMARKS: PC103884 TO PC128318				
PC132392	2015/11/05	TRANSFER	\$515,000	BAYER, CATHERINE	DAMLAR INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
PC132393	2015/11/05	CHARGE		*** COMPLETELY DELETED *** DAMLAR INC.	CANADIAN IMPERIAL BANK OF COMMECE	
PC132394	2015/11/05	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** DAMLAR INC.	CANADIAN IMPERIAL BANK OF COMMERCE	
		REMARKS: PC132393.				
PC132395	2015/11/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** WAYPAM INC.		
		REMARKS: PC103883.				
PC132396	2015/11/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** MELLISH, TOM		
		REMARKS: PC128318.				
PC132397	2015/11/05	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

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				CARNEGIE, PAUL		
PC137487	2016/06/01	CHARGE		*** COMPLETELY DELETED *** DAMLAR INC.	OLYMPIA TRUST COMPANY	
PC157438	2018/05/09	APL CH NAME OWNER		DAMLAR INC.	LARSON PROPERTIES PARTNERSHIP CORP.	C
PC159201	2018/07/11	CHARGE		*** COMPLETELY DELETED *** LARSON PROPERTIES PARTNERSHIP CORP.	CARDINAL INVESTMENTS	
PC160810	2018/08/31	DISCH OF CHARGE		*** COMPLETELY DELETED *** CARDINAL INVESTMENTS		
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
PC169050	2019/06/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY		
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
PC169765	2019/07/09	NOTICE	\$1	LARSON PROPERTIES PARTNERSHIP CORP.	OLYMPIA TRUST COMPANY	C
PC171019	2019/08/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMECE		
PC172041	2019/09/26	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** FELTZ DESIGN BUILD LTD.		
PC172933	2019/10/21	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** BRAD BAKER PLUMBING, HEATING & ELECTRICAL INC.		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PC175806	2020/01/16	CERTIFICATE		*** COMPLETELY DELETED *** BRAD BAKER PLUMBING, HEATING & ELECTRICAL INC.		
		<i>REMARKS: PC172933</i>				
PC176102	2020/01/24	CERTIFICATE		*** COMPLETELY DELETED *** FELTZ DESIGN BUILD LTD.		
		<i>REMARKS: PC172041</i>				
PC199613	2022/01/27	APL DEL CONST LIEN		*** COMPLETELY DELETED *** LARSON PROPERTIES PARTNERSHIP CORP. LARSON, KEVIN GARY		
		<i>REMARKS: PC172933.</i>				
PC199614	2022/01/27	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	LARSON PROPERTIES PARTNERSHIP CORP. LARSON, KEVIN GARY	
		<i>REMARKS: PC172041 & PC176102.</i>				
PC217133	2023/09/18	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	IRA SMITH TRUSTEE & RECEIVER INC.	C
		<i>REMARKS: APPOINTING RECEIVER</i>				
PC218664	2023/11/17	CERTIFICATE	\$64,006	THE CORPORATION OF THE CITY OF STRATFORD		C
		<i>REMARKS: TAX ARREARS</i>				

APPENDIX C

Licensed Insolvency Trustee

Brandon Smith

Phone: 905.738.4167 ext. 113

Email: brandon@irasmithinc.com

September 15, 2023

VIA EMAIL dms@kwlaw.net

Larson Properties Partnership Corp.
c/o Duncan, Linton LLP
Barristers & Solicitors
45 Erb Street East
Waterloo, ON N2J 1L7

Attn: Mr. David M. Steele

Dear Mr. Steele,

**Larson Properties Partnership Corp. (the “Company”)
31-33 Market Square, Stratford, Ontario (the “Real Property”)**

As you are aware, on September 15, 2023, on consent, by Order of the Ontario Superior Court of Justice, Ira Smith Trustee & Receiver Inc. was appointed the Receiver of the Real Property registered in the name of the Company (the “Receiver”). We are presently awaiting receipt of the issued and entered Appointment Order and the court’s endorsement. A copy of each will be provided once issued.

We confirm that our Mr. Brandon Smith and the Company’s Mr. Kevin Larson had an introductory telephone conversation prior to our issuance of this letter and confirm that we advised that in our capacity as Receiver, we are required to take possession of the Real Property.

This includes all books and records of the Company related to the Real Property, including, but not limited to:

- insurance policies;
- appraisals;
- listing agreements for the sale of the Real Property;

- leases (both where the Company is landlord of the Real Property; and lessee for equipment);
- contracts;
- most recent financial statements;
- the past 12 months of bank statements for all accounts;
- and all rents collected and held in the Company's bank accounts.

We also wish to have our property manager attend to inspect the Real Property and obtain alarm codes, security contacts and keys. As advised during our telephone conversation, under separate cover I will introduce Mr. Larson to Messrs. S. Wildgust and L. Hughes of Wildgust Elite Property Management.

Furthermore, we confirm our advice that all rent due and payable to the Company with respect to tenancies or occupancies at the Real Property, as of, or coming due on or after September 15, 2023, must be delivered and paid to the Receiver and no other party.

For your information, our independent legal counsel is Mr. I. Aversa and Ms. M. Lici of Aird & Berlis LLP.

We look forward to your client's immediate cooperation.

Yours truly,

IRA SMITH TRUSTEE & RECEIVER INC.
solely in its capacity as the Court-appointed Receiver of the Real Property
municipally known as 31-33 Market Square, Stratford, Ontario

Per:



Brandon Smith
Senior Vice-President

cc Mr. I Aversa. - iaversa@airdberlis.com
Ms. M. Lici - mlici@airdberlis.com
Mr. K. Larson - larsen@big3equity.ca

APPENDIX D

Licensed Insolvency Trustee

Brandon Smith

Phone: 905.738.4167 ext. 113

Email: brandon@irasmithinc.com

September 20, 2023

VIA EMAIL cwehrle@trilliumwest.com

Trillium West Real Estate Brokerage Ltd.
8-292 Stone Road West
Guelph, ON N1G 3C4

Attn: Mr. Chris Wherle

Dear Mr. Steele,

**Larson Properties Partnership Corp. (the “Company”)
31-33 Market Square, Stratford, Ontario (the “Real Property”)**

We are writing to advise that on September 15, 2023, by Order of the Honorable Mr. Justice Howard of the Ontario Superior Court of Justice (the “Appointment Order”), Ira Smith Trustee & Receiver Inc. was appointed the Receiver of the Real Property registered in the name of the Company (the “Receiver”). We enclose a copy of the Appointment Order for your records.

The Company’s principal, Mr. Kevin Larson, has advised us that he had listed the Real Property for sale prior to our appointment. We are awaiting receipt of several documents we have requested from him, including the listing agreement. A search on Realtor.ca indicates that you are the listing broker.

In accordance with paragraphs 4 through 6 of the Appointment Order:

1. We wish to ascertain if you are in possession of any Property of the Company. For greater clarity the Appointment Order defines Property as the Real Property or any proceeds therefrom, and in our view would extend to any access control devices, keys, fixtures, fittings or appurtenances. Please account to this author as to what if any Property you are in possession of and if none, please so advise.

2. We request that you provide us with a copy of the listing agreement, and any other agreements entered into between you and the Company, with respect to the Real Property so that we may review and determine if we wish to adopt same as Receiver.

Furthermore, the Appointment Order vests the Real Property in us and accordingly only the Receiver, and no other party, the Company or its representatives included, may accept, reject, negotiate or otherwise deal with any offer to sell the Real Property.

As the Appointment Order only gives us the right to market but not sell the Real Property (based on the limitations contained at paragraph 3(k)) at this time, any sale of the Real Property would be subject to a further order of the Court.

For your information, our independent legal counsel is Mr. I. Aversa and Ms. M. Lici of Aird & Berlis LLP. Our property manager is Wildgust Elite Property Management.

We look forward to your cooperation. If you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

IRA SMITH TRUSTEE & RECEIVER INC.
solely in its capacity as the Court-appointed Receiver of the Real Property
municipally known as 31-33 Market Square, Stratford, Ontario

Per:



Brandon Smith
Senior Vice-President

Encl.

cc Ms. H. Guistini - hguistini@trilliumwest.com
Mr. A. Cosereanu - acosereanu@trilliumwest.com
Mr. I Aversa. - iaversa@airdberlis.com
Ms. M. Lici - mlici@airdberlis.com
Mr. K. Larson - larsen@big3equity.ca

APPENDIX E



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

Form 520

for use in the Province of Ontario

This is a Multiple Listing Service® Agreement


DS

(Seller's Initials)

OR

This Listing is Exclusive

EXCLUSIVE

(Seller's Initials)

BETWEEN:


BROKERAGE:

TrilliumWest Real Estate Brokerage Ltd.

8 - 292 STONE ROAD WEST

(the "Listing Brokerage") Tel. No. DS (226) 314-1600

SELLER: LARSON PROPERTIES PARTNERSHIP CORP.


(the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as ~~COOPER DEVELOPMENTS INC~~

31 & 33 Market Pl, Stratford, N5A1A4

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

commencing at 12:01 a.m. on the ~~4~~ day of ~~August~~, 20~~23~~,

until 11:59 p.m. on the 31 day of January, 20~~24~~ (the "Listing Period"),

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

DS

(Seller's Initials)

to offer the Property for sale at a price of: Five Million and Sven Hundred Thousand

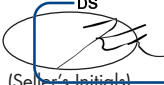
5,700,000

~~Six Million Eight Hundred Ninety Thousand~~

Dollars (\$CDN) ~~6,890,000.00~~

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

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

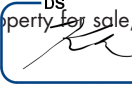
DS

(Seller's Initials)

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

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

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

of 4 % of the sale price of the Property or

DS


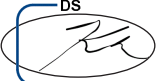
if solicitors (Jason Berger or Bradley Crompton) bring a US buyer this Agreement will be terminated

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

INITIALS OF LISTING BROKERAGE:

DS


INITIALS OF SELLER(S):

DS


The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of ²..... % of the sale price of the Property or out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

the Seller's behalf within ⁶⁰..... days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

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

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

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

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

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

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

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

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

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

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

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

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

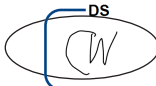
MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade,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

INITIALS OF LISTING BROKERAGE: 

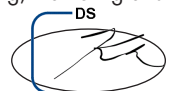
INITIALS OF SELLER(S): 

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

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):




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

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

(Does)

(Does Not)

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

- 13. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
14. CONFLICT OR DISCREPANCY: If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy.
15. ELECTRONIC COMMUNICATION: This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original.
16. ELECTRONIC SIGNATURES: If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the Electronic Commerce Act, 2000, S.O. 2000, c17 as amended from time to time.
17. SCHEDULE(S) and data form attached hereto form(s) part of this Agreement.

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

DocuSigned by: Chris Wehrle 7/27/2023 | 8:13 PM EDT Chris Wehrle
(Authorized to bind the Listing Brokerage) (Date) (Name of Person Signing)

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

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

COOPER DEVELOPMENTS (1) INC.

(Name of Seller) DocuSigned by: DocuSigned by: 7/28/2023 | 4:23 PM PDT 8/24/2023 | 9:12 AM PDT
(Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)
(Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)

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

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

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record Chris Wehrle
(Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by REBBA.

DocuSigned by: Chris Wehrle
(Signature(s) of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

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

this Agreement on the 28th day of July, 2023

DocuSigned by: Chris Wehrle 7/28/2023 | 4:23 PM PDT
(Signature of Seller) (Date)

(Signature of Seller) (Date)

APPENDIX F



167 Applewood Cres. Suite 6, Concord, ON L4K 4K7
Phone: 905.738.4167
Fax: 905.738.9848
irasmithinc.com

Licensed Insolvency Trustee

Brandon Smith

Phone: 905.738.4167 ext. 113

Email: brandon@irasmithinc.com

October 24, 2023

VIA EMAIL cwehrle@trilliumwest.com

Trillium West Real Estate Brokerage Ltd.
8-292 Stone Road West
Guelph, ON N1G 3C4

Attn: Mr. Chris Wherle

Dear Mr. Wherle,

**Larson Properties Partnership Corp. (the “Company”)
31-33 Market Square, Stratford, Ontario (the “Real Property”)**

We are writing further to our letter of September 20, 2023, wherein we advised that on September 15, 2023, by Order of the Honorable Mr. Justice Howard of the Ontario Superior Court of Justice (the “Appointment Order”), Ira Smith Trustee & Receiver Inc. was appointed the Receiver of the Real Property registered in the name of the Company (the “Receiver”). We confirm having previously provided you with a copy of the Appointment Order.


Acting under our authority as Receiver we advise that we are causing the Company to terminate the listing agreement entered into between them as seller and you as broker, effective immediately.

Please confirm acknowledgement and forthwith deliver to us any and all property including keys, and access control items relation to the Real Property, in your possession.

Yours truly,

IRA SMITH TRUSTEE & RECEIVER INC.
solely in its capacity as the Court-appointed Receiver of the Real Property
municipally known as 31-33 Market Square, Stratford, Ontario

Per:


Digitally signed by Brandon Smith
DN: O=Ira Smith Trustee & Receiver Inc.,
CN=Brandon Smith,
E=brandon@irasmithinc.com
Reason: I am the author of this document
Location: VAUGHAN, ONTARIO
Date: 2023.10.24 12:02:11-04'00'
Foxit PhantomPDF Version: 10.1.1

Brandon Smith
Senior Vice-President

cc Ms. H. Guistini - hguistini@trilliumwest.com
Mr. A. Cosereanu - acosereanu@trilliumwest.com
Mr. I Aversa. - iaversa@airdberlis.com
Ms. M. Lici - mlici@airdberlis.com



Form 522

for use in the Province of Ontario

Cancellation of Listing Agreement - Commercial Authority to Offer for Sale

RE: LISTING AGREEMENT - COMMERCIAL AUTHORITY TO OFFER FOR SALE (Agreement) FOR:

PROPERTY ADDRESS: 31 MARKET Place Stratford ON N5A 1A4

BETWEEN:

SELLER: LARSON PROPERTIES PARTNERSHIP CORP.

AND

BROKERAGE: TrilliumWest Real Estate Brokerage Ltd.

MLS® NUMBER(S): 40464121 **L/BR ID. #** KW349

INTERBOARD MLS® NUMBER: **BOARD:**

AGREEMENT EXPIRY DATE: January 31 2024

I hereby request the cancellation of the Agreement for the following reasons:

Seller has gone into receivership. Receiver requested cancellation.

The Seller and the Brokerage, by mutual consent, hereby release each other from the above described Agreement on the following terms:

The Seller releases the Brokerage from any and all liabilities, covenants, obligations and claims arising out of the Agreement.

The Brokerage releases the Seller from any claims of remuneration or compensation with respect to this Agreement, **save and except** that:

If an offer to purchase, obtained from anyone who was introduced to the property from any source whatsoever while the Agreement was in effect or was shown the property while the Agreement was in effect, is agreed to or accepted by the Seller or anyone on behalf of the Seller within the Listing Period or the Holdover Period provided for in the above described Agreement, the Seller agrees to immediately notify the Brokerage of the sale and to pay the Brokerage the commission agreed to in the Agreement.

If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Brokerage agrees to immediately notify the Real Estate Board(s) of the cancellation in accordance with the MLS® Rules and Regulations, provided that this is an MLS® listing.

The cancellation of the Agreement must be approved and signed below by the Broker of Record/Manager of the Brokerage firm.

This Cancellation of Listing Agreement - Commercial shall not take effect unless signed by all parties set out below.

For the purposes of this Cancellation of Listing Agreement - Commercial: "Seller" includes vendor and Real Estate Board(s) includes Real Estate Association(s).

The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

All of the undersigned, hereby acknowledge receipt of a copy of this Cancellation of Listing Agreement - Commercial.

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

PER: 
(Seller)


(Seal)

OCTOBER 25, 2023
(Date)

IRA SMITH TRUSTEE & RECEIVER INC., SOLELY IN ITS CAPACITY AS
RECEIVER OF THE REAL PROPERTY DESCRIBED AT 31-33
MARKET PLACE, STRATFORD, ONTARIO
LARSON PROPERTIES PARTNERSHIP CORP.

(Print Name of Person Signing)

(Seller)


(Seal)

(Date)

(Print Name of Person Signing)

TrilliumWest Real Estate Brokerage Ltd.

(Name of Brokerage)

DocuSigned by:


(Signature of Brokerage's Broker of Record/Manager)

10/25/2023 | 12:53 PM EDT t Knight

(Date)

(Print Name of Person Signing)

APPENDIX G



Commercial Insurance Policy
Endorsement #3

Policy No. LLC022293

Declarations

Effective 9-22-2023

In consideration of the premium specified and compliance with the terms of insurance, the insurers (hereinafter called the Insurer or the Company) agree to indemnify the Insured in accordance with this Policy and the attached forms.

Insured

Larson Properties Partnership Corp & Ira Smith Trustee & Receiver Inc.

Postal Address of Insured

167 Applewood Crescent Suite 6
Concord, Ontario L4K 4K7

Locations and Loss Payees

Per attached Locations and Loss Payees schedule

Insurance Broker

Western Coast Insurance Services
29 Helmcken Road Floor 2, 110-
Victoria, British Columbia V8Z 5G5

Sub-Broker

Western Financial Group (EMP) Main: (204) 942-2555
201-600 Empress Street
Winnipeg, Manitoba R3G 0R5

Period of Coverage (12:01 a.m. standard time at the Postal Address of the Insured)

From **May 3, 2023** to **May 3, 2024**

Effective Date of this Endorsement

September 22, 2023

Purpose of this Endorsement

Adding Named Insured

Form of Business

Corporation

Description of Business Operations

Building Ownership - Occupied by Restaurants

In witness whereof, the Insurer has executed and attested these presents, but this Endorsement shall not be valid unless countersigned by a duly Authorized Representative of the Insurer.

Countersigned _____

Authorized Representative

Countersigned _____

Authorized Representative

September 27, 2023

THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE



Commercial Insurance Policy
Endorsement #3

Policy No. LLC022293

Declarations

Effective 9-22-2023

Summary of Insurance Coverage and Annual Premium

Type of Coverage	Annual Premium	Minimum Retained Coverage Premium
Property	Incl	Nil
Equipment Breakdown	Incl	\$75
Liability	Incl	Nil
Other	Incl	Nil
Total Annual Premium	\$16,136	
Premium Payable (excl. appl. taxes)	\$0	



Commercial Insurance Policy
Subscriber Adjustments

Policy No. LLC022293

Declarations

Effective 9-22-2023

List of Subscribing Companies

Insurer	Proportion Insured	Additional (Returned) Premium	Flat Charge Premium
Property			
The Wawanesa Mutual Insurance Company	55.0%	no change	
Four Points Insurance Company Ltd.	45.0%	no change	
Total Property	100%	no change	
Equipment Breakdown			
Aviva Insurance Company of Canada	100.0%	no change	
Total Equipment Breakdown	100%	no change	
Liability			
The Wawanesa Mutual Insurance Company	100.0%	no change	
Total Liability	100%	no change	
Other			
The Wawanesa Mutual Insurance Company	100.0%	no change	
Total Other	100%	no change	
Total Premium		no change	



Commercial Insurance Policy
Cancellation Request

Policy No. LLC022293

Declarations

Effective 9-22-2023

In consideration of a refund of \$_____ I / we hereby request the cancellation of policy number LLC022293 and any renewal thereof, as from the _____ day of _____, (month, year) and I / we hereby release the insurer from all liability under the said policy including renewal thereof, as from the aforementioned date of cancellation.

Dated at: _____

This _____ day of _____ (month, year).

Insured

Loss Payee

Please State Why The Cancellation is Being Requested:

APPENDIX H

Commercial Insurance Policy
Renewal



Policy No. AUS11695C

Declarations

Effective 2024-04-21

In consideration of the premium specified and compliance with the terms of insurance, the insurers (hereinafter called the Insurer or the Company) agree to indemnify the Insured in accordance with this Policy and the attached forms.

Insured

Ira Smith Trustee & Receiver Inc

Postal Address of Insured

167 Applewood Crescent Suite 6
Concord, Ontario L4K 4K7

Locations and Loss Payees

27, 31 & 33 Market Place, Stratford, Ontario N5A 1A4

The Coverholder

Agile Underwriting Solutions Inc.
941 Wilkinson Avenue, Suite 201
Dartmouth, Nova Scotia B3B 0M9

Main: +1 (877) 343-8224
Web Site: agileuw.ca/

Fax: +1 (877) 432-9822

Sub-Broker

Western Financial Group (Network) Inc. -
Winnipeg (Empress)
600 Empress Street Unit 201
Winnipeg, Manitoba R3G 0R5

Main: (800) 665-8990

Period of Coverage (12:01 a.m. standard time at the Postal Address of the Insured)

From **April 21, 2024** to **July 21, 2024**

Description of Business Operations

Vacant Building

Summary of Insurance Coverage and Term Premium

Type of Coverage	Term Premium	Minimum Retained Coverage Premium
Property	Incl	Nil
Equipment Breakdown	Incl	Nil
Liability	Incl	Nil
Other	Incl	Nil
Fee	Incl	Nil
Total Term Premium	\$8,644	
Premium Payable (excl. appl. taxes)	\$8,644	
Minimum Retained Policy Premium	\$8,644	

In witness whereof, the Insurer has executed and attested these presents, but this Policy shall not be valid unless countersigned by a duly Authorized Representative of the Insurer.

Countersigned _____

Authorized Representative

Countersigned _____

Authorized Representative

April 8, 2024

LM

THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE

Commercial Insurance Policy
Schedule of Insurance



Policy No. AUS11695C

Declarations

Effective 2024-04-21

Form No.	Type of Coverage	Deductible	Co-Insurance	Limit/Amount
Property				
PN1 (7/18)	Building, Equipment and Stock (Named Perils) At Loc 1 (27, 31 & 33 Market Place, Stratford, Ontario)	10,000	80%	
	Building	10,000	80%	4,380,000
PE8 (7/18)	Sewer Backup Endorsement Restricted to locations At Loc 1 (27, 31 & 33 Market Place, Stratford, Ontario)			100,000
	Deductibles At Loc 1 (27, 31 & 33 Market Place, Stratford, Ontario)	5,000		
PE9 (7/18)	Flood Endorsement Restricted to locations At Loc 1 (27, 31 & 33 Market Place, Stratford, Ontario)			4,380,000
	Deductibles At Loc 1 (27, 31 & 33 Market Place, Stratford, Ontario)	25,000		
PE10 (7/18)	Earthquake Shock Endorsement At Loc 1 (27, 31 & 33 Market Place, Stratford, Ontario)			4,380,000
	Annual aggregate limit			4,380,000
	Deductible percentage	5%		
	Deductible minimum amount	100,000		
PE30 (8/04)	Permission to Complete Renovations Extension At Loc 1 (27, 31 & 33 Market Place, Stratford, Ontario)			
UCAI5031	Deletion of Peril Riot, Vandalism & Malicious Acts At Loc 1 (27, 31 & 33 Market Place, Stratford, Ontario)			
UCAI5039C	Vacancy Permit - 72 Hour Inspection Requirement At Loc 1 (27, 31 & 33 Market Place, Stratford, Ontario)			
UCAI5083 (12/15)	Builders Risk Warranty At Loc 1 (27, 31 & 33 Market Place, Stratford, Ontario)			
Equipment Breakdown				
S40000.9(11/10)	Blanket Breakdown Form At Loc 1 (27, 31 & 33 Market Place, Stratford, Ontario)	10,000		4,380,000

Liability

Commercial Insurance Policy
Schedule of Insurance



Policy No. AUS11695C

Declarations

Effective 2024-04-21

Form No.	Type of Coverage	Deductible	Co-Insurance	Limit/Amount
L1a (2/21)	Commercial General Liability (Occurrence Form)			
	Each occurrence limit			2,000,000
	Products-completed operations excluded			
	Personal and Advertising injury limit - Any one person or organization			2,000,000
	Medical payments limit			
	Any one person			2,500
	Each occurrence			10,000
	General aggregate limit			2,000,000
LD3c (7/18)	Combined Deductible Endorsement (Bodily Injury and Property Damage)			
	Per occurrence	2,500		
LR1a (7/18)	Limitation of Coverage to Designated Premises			
Other				
LMA3100	Sanction Limitation and Exclusion Clause			
LMA5018	Microorganism Exclusion (Absolute)			
LMA5022	Law & Jurisdiction			
LMA5028A	Service of Suit Clause (Canada)			
LMA5028B	Service of Suit Clause (Canada)			
LMA5062	Fraudulent Claim Clause			
LMA5096	Several Liability Clause			
LMA5185	Made In Canada Clause			
LMA5185FR	Made In Canada Clause - FR			
LMA5298	Endorsement to the Model Binding Authority Agreement For Canadian Complaints - Full Authority			
LMA5299	Endorsement to the Model Binding Authority Agreement For Canadian Complaints - No Authority			
LMA5393	Communicable Disease Endorsement			
LMA5396	Communicable Disease Exclusion			
LMA5401	Property Cyber and Data Exclusion			
LMA5528	Cyber & Data Exclusion			

Commercial Insurance Policy

Schedule of Insurance



Policy No. AUS11695C

Declarations

Effective 2024-04-21

Form No.	Type of Coverage	Deductible	Co-Insurance	Limit/Amount
LSW1001 (08/94)	Several Liability Clause			
LSW1542F	Lloyd's Underwriters' Policyholders' Complaint Protocol			
LSW1543D	Privacy: Notice Concerning Personal Information			
LSW1543D-16	Privacy: Notice Concerning Personal Information - FR			
LSW1548B	Declaration - English			
LSW1548B-16	Declaration - French			
LSW1548D	Declaration - English			
LSW1550	Identification of Insurer/Action Against Insurer Clause			
LSW1550A	Identification of Insurer/Action Against Insurer			
LSW1565C	Code of Consumer Rights & Responsibilities			
LSW1814	Statutory Conditions (Alberta)			
LSW1814A	Statutory Conditions (Alberta)			
LSW1815	Statutory Conditions (British Columbia)			
LSW1851	Statutory Conditions (Manitoba)			
LSW1861	Statutory Conditions (Saskatchewan)			
NMA0464	War & Civil War Exclusion Clause			
NMA1622	Radioactive Contamination & Explosive Nuclear Assemblies Exclusion Clause			
NMA1978A (04/96)	Nuclear Incident Exclusion Clause			
NMA2340	Seepage & Pollution, Land, Air Water Exclusion & Debris Removal Endorsement			
NMA2802	Electronic Date Recognition Exclusion (EDRE)			
NMA2920	Terrorism Exclusion Endorsement			
NMA2962	Biological or Chemical Materials Exclusion			

Commercial Insurance Policy
Schedule of Insurance



Policy No. AUS11695C

Declarations

Effective 2024-04-21

Form No.	Type of Coverage	Deductible	Co-Insurance	Limit/Amount
O4 (2/01)	Exclusion of Asbestos Related Claims			
O10 (8/04)	Illegal Substance Exclusion			
R1 (12/09)	Additional Agreements and Conditions			
R2 (7/00)	Business Income General Policy Conditions			
R3 (8/04)	Commercial Crime General Conditions and Definitions			
R7 (3/02)	Short Rate Cancellation Table			
R10 (8/04)	Notice to Insureds (Ontario Privacy Act, 1987)			
R16 (3/06)	Cancellation Notice Amendment Number of days: 15			
UCAI5131 (04/24)	Common Exclusions			
UCAI5295 (02/23)	Aviva Amendatory Endorsement			
UCAI5428 (02/23)	Waterborne Property Exclusion			
4095-01-2022	Statutory Conditions (Alberta)			
4096-11-2021	Commercial Property Policy Conditions - Ontario			
4097-05-2015	Statutory Conditions (Manitoba)			
4098-01-2022	Statutory Conditions (BC)			
4099-11-2021	Commercial Property Policy Conditions (applicable to all common law provinces except Alberta, BC, Manitoba and Ontario)			

Fee

Underwriting fee of \$200 in addition to the total premium
200

Term Premium:

\$8,644

Commercial Insurance Policy

Subscribers



Policy No. AUS11695C

Declarations

Effective 2024-04-21

Wherever reference is made to the Insurer or Company, such reference shall be assumed to be made to each of the insurers shown below severally and not jointly. No insurer shall be liable for a greater share of any loss or damage than the Proportion Insured set against its name below.

Schedule of Subscribers

Insurer	Proportion Insured	Premium	Flat Charge Premium	Authorized Representative
Property				
Aviva Insurance Company of Canada under Contract No. Aviva	7.5%	\$602		_____
Echelon General Insurance Company	7.5%	\$603		_____
Four Points Insurance Company Ltd.	5.0%	\$401		_____
Lloyd's Underwriters under Agreement No. AG 10082SS23(05) B174010082SS23	22.5%	\$1,807		_____
Lloyd's Underwriters under Agreement No. AG 10083SS23(03) B174010083SS23	7.5%	\$602		_____
Northbridge General Insurance Corporation under Contract No. Northbridge	15.0%	\$1,204		_____
Sovereign Insurance	17.5%	\$1,405		_____
Temple Insurance	17.5%	\$1,405		_____
Total Property	100.0%	\$8,029		
Equipment Breakdown				
Sovereign Insurance	100.0%	\$165		_____
Liability				
Trisura Guarantee Insurance Company under Contract No. C502912300	100.0%	\$450		_____
Other				
Trisura Guarantee Insurance Company under Contract No. C502912300	100.0%	Incl		_____
Fee				
Agile Underwriting Solutions	100.0%	Incl		_____
Total Policy Premium		\$8,644		

APPENDIX I

**LEASE
AGREEMENT**

31 MARKET PLACE, STRATFORD, ONTARIO

BETWEEN

LARSON PROPERTIES PARTNERSHIP CORP.

(Landlord)

- AND -

THE HUB STRATFORD

(Tenant)

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LEASE

BASIC TERMS

This summary of basic provisions of this Lease is for convenience. If a conflict occurs between this summary and any other provisions of this Lease, the other provisions shall govern.

- 1. LANDLORD:** LARSON PROPERTIES PARTNERSHIP CORP.
- 2. LANDLORD'S ADDRESS:** 27-31 Market Place, Stratford, Ontario N5A 1A4
- 3. TENANT:** THE HUB STRATFORD
- 4. TENANT'S ADDRESS:** The Leased Premises.
- 5. LEASED PREMISES:** The Lands and the whole of the building (including the entire ground floor, second floor and basement (the "Building") located on the Lands municipally known as 27-31-33 Market Place, Stratford, Ontario, together with all other structures, buildings, improvements and Facilities located thereon and therein including, without limitation, the foundation, the roof, interior and exterior walls, stairs, columns, beams, floor and ceiling slabs and all structural components, base building systems and equipment of the Building.
- 6. LEASABLE AREA:** Approximately sixteen thousand, seven hundred and seventeen (16,717) square feet (being four thousand, one hundred and fifty-four (4,154) square feet on the ground floor of the Building, four thousand, one hundred and sixty-four (4,164) square feet on the second floor of the Building, and four thousand, one hundred and ninety-nine (4,199) square feet on the basement level) and the adjacent building at 33 Marketplace of forty two hundred (4,200) square feet .
- 7. TERM:** Eight (8) years, commencing on TBD (the "Commencement Date") and expiring on TBD
- 8. OPTIONS TO EXTEND:** Two (2) option(s) to extend the Term for five (5) years each (Section 13.1).
- 9. BASIC RENT:** The Tenant will pay Basic Rent to the Landlord in equal consecutive monthly installments each in advance on the first day of each calendar month during the Term in the following amounts:

Period	Annual Basic Rent	Monthly Basic Rent
2019-2020	363,792	30,316.00
2020-2021	363,792	30,316.00
2021-2022	363,792	30,316.00
2022-2023	363,792	30,316.00
2023-2024	389,258	32,439.00
2024-2025	389,258	32,439.00
2025-2026	389,258	32,439.00
2026-2027	389,258	32,439.00

- 10. ADDITIONAL RENT:** The Tenant will pay Additional Rent to the Landlord in equal consecutive monthly installments each in advance on the first day of each calendar month during the Term in the following amounts set in the summary below:
- Leasehold Improvement Loan: \$10,198.34 commencing April 1, 2019 for 5 years, or until loan agreement is paid in full, through Olympia Trust that Larson Properties Partnership has allowed as a collateral on the building at 31-33 Marketplace, Stratford, ON, N5A 1A4.
- Equipment Loan: \$12,986.87 commencing June 1, 2019 for 5 years, or until loan agreement is paid in full, through Equirex Equipment that Larson Properties Partnership has allowed as a collateral on the building at 31-33 Marketplace, Stratford, ON, N5A 1A4. This is in relation to the fixtured freezer/coolers installed by The HUB Stratford Inc. during the renovations in 2019.
- Property Taxes – bill will be distributed to tenants on an ongoing basis. See attached lease for information.
- Insurance – property, liability and building risk insurance must be in good standing. Copies will be made available upon our request. See attached lease for information.
- 11. PRE-PAID RENT:** N/A
- 12. SPECIAL PROVISIONS:** Section 13.1 Option to Extend; and
Section 13.2 Fixturing Period

THIS LEASE is dated the March of 21, 2019 and is made between

LARSON PROPERTIES PARTNERSHIP CORP.

(the "Landlord")

- and -

THE HUB STRATFORD

(the "Tenant")

ARTICLE 1
GRANT

Section 1.1 - The Leased Premises

The Landlord leases to the Tenant, and the Tenant leases from the Landlord, the Leased Premises, to have and to hold for the Term, unless sooner terminated.

Section 1.2 - Acceptance of Leased Premises

The Tenant acknowledges and agrees that it is accepting possession of the Leased Premises in an "as is" condition as of the Possession Date (as that term is defined below) and that the Landlord has no responsibility or liability for making any renovations, alterations or improvements in or to the Leased Premises. Taking possession of or occupation of all or any part of the Leased Premises by the Tenant or any of its contractors or subcontractors shall be conclusive evidence of the acceptance by the Tenant of the condition and state of repair of the Leased Premises.

For the purposes of this Lease, the term "Possession Date" means the date on which the Landlord notifies the Tenant in writing to take possession of the Leased Premises, which date is estimated to occur on or about March 21, 2019.

Section 1.3 - Quiet Enjoyment

If the Tenant performs its obligations under this Lease, it may hold and use the Leased Premises without interference by the Landlord or any other Person claiming by, through or under the Landlord, subject to the terms of this Lease.

ARTICLE 2
RENT

Section 2.1 - Basic Rent

The Tenant will pay to the Landlord, without demand or any deduction, abatement or set-off the amounts calculated in accordance with Paragraph 9 of the Basic Terms, in equal consecutive monthly installments, on the Commencement Date, and thereafter on the first day of every month in the Term.

Section 2.2 - Additional Rent

(1) **Realty Taxes and Business Taxes**

(a) The Tenant will pay to the Landlord, all Realty Taxes levied, rated, charged or assessed against the Leased Premises. Realty Taxes will be paid by the Tenant (i) on the basis of a separate Realty Tax bill rendered by any taxing Authority or (ii) if there is not a separate Realty Tax bill for the Leased Premises, on the basis of an allocation by the Landlord acting reasonably between the Leased Premises and any adjoining lands and premises owned by the Landlord, if any, having regard, among other things, to the various uses of the lands and premises, the cost of construction of same, the relationship of the location and area of each of the individual premises on the lands and the relative values and assessment principles most recently used by the relevant taxing Authorities with respect to the calculation of Realty Taxes.

(b) The Tenant will promptly pay, as Additional Rent, all Business Taxes for the Leased Premises: (1) to the relevant taxing authorities; or (2) if imposed on the Landlord, to the Landlord or as the Landlord directs.

(c) The Tenant will: (i) on the Landlord's request, promptly deliver to the Landlord notices of any assessments or bills for Realty Taxes, receipts for any payments of Business Taxes or other assessments received by the Tenant relating to the Leased Premises, and any other information relating to Realty Taxes and Business Taxes reasonably requested by the Landlord; and (ii) at least ten (10) days before the last date for filing appeals, deliver to the Landlord notice of any appeal the Tenant intends to institute with respect to Realty Taxes payable by the Tenant. The Tenant may, at its sole cost, appeal, and (to the extent permitted by law and only if neither the Landlord nor the Leased Premises is detrimentally affected) withhold payment of the amounts under appeal, provided the Tenant (A) delivers to the Landlord whatever security for payment the Landlord reasonably requires, (B) promptly and diligently prosecutes the appeal, (C) keeps the Landlord informed on all aspects of it, (D) is liable for any penalties or interest imposed by any taxing Authority, and (E) no proceedings for enforcement of a lien or other charge in respect of any deferred payment or compliance are taken. The Tenant will indemnify and protect the Landlord from all increases in Realty Taxes and Business Taxes arising directly or indirectly out of an appeal by the Tenant.

(2) Operating Costs and Utilities

(i) The Tenant will pay to the Landlord all Operating Costs for the Leased Premises.

(ii) The Tenant will be solely responsible for all Utilities with respect to the Leased Premises, which Utilities shall be separately metered and billed directly to the Tenant and paid directly by the Tenant to the applicable utility suppliers before delinquency. The Tenant will deliver to the Landlord on or before the 15th day of January, April, July and October of each Lease Year of the Term, and any renewal thereof, receipts for payment of all Utilities, all bills for Utilities relating to the Leased Premises and any other information relating to Utilities reasonably requested by the Landlord.

(3) Payment of Additional Rent

(i) The Landlord may estimate any amounts of which the Tenant is to pay on account of Realty Taxes, Business Taxes and Operating Costs under this Lease, at the commencement of each fiscal year for the Leased Premises (or calendar year in the case of Realty Taxes or Business Taxes), or fraction of a fiscal year within the Term, and the Tenant will pay to the Landlord the estimated amounts in equal monthly installments in advance throughout the period for which the estimate is made. The Landlord may periodically revise its estimates and notify the Tenant of the revised estimates, and the Tenant's monthly payments will be adjusted accordingly.

(ii) All related lease hold and equipment leases are to be paid directly by the tenant. Larson Properties will be forced to collect these funds if the tenant does not make these monthly payments and they will be added as additional rent items. Adjustments will occur shortly after fiscal year end.

(iii) Neither party may claim a re-adjustment of any amounts of which the Tenant is to pay under this Lease, based upon an error of estimation, determination or calculation, after one (1) year has passed since the delivery of any statement of actual costs by the Landlord.

Section 2.3 - Post-dated Cheques

The Tenant will deliver to the Landlord, at the beginning of each Lease Year, a series of monthly post-dated cheques for the Lease Year for the total of the monthly payments of Basic Rent and any Additional Rent that is payable monthly under this Lease.

Section 2.4 - Overdue Rent

If the Tenant defaults in paying Rent, the unpaid Rent bears interest at the Stipulated Rate from the due date to the date of payment.

Section 2.5 - Payment of Rent Generally

Rent is payable in Canadian funds without any deduction, abatement or set-off. Rent payable to the Landlord will be paid to it at its head office or at any other place which the Landlord designates in writing. Rent for any fractional month at the beginning or end of the Term will be pro-rated on a daily basis using a period of 365 days.

Section 2.6 - Pre-Paid Rent – Intentionally Deleted

Section 2.7- Deposit – Intentionally Deleted

ARTICLE 3
USE OF THE LEASED PREMISES

Section 3.1 - Use

The Tenant shall use the Leased Premises solely for the purposes of a restaurant and bar and for no other purpose.

The Landlord makes no representations or warranty as to the zoning of the Leased Premises.

Section 3.2 - Prohibited Activities

No part of the Leased Premises will be used for any activity which directly or indirectly involves the preparation, production, generation, storage, removal or disposal of any Hazardous Substances.

At no time shall the Leased Premises be used for any of the following activities, businesses or methods of doing business:

- (a) an auction, fire, bulk, "going out of business", closing-out, or other similar sale (other than a bulk sale to an assignee or sublessee approved by the Landlord);
- (b) retail or wholesale merchandising (except for the retail sale and wholesale of beer and merchandise associated with the Tenant's business, the sale of which shall be ancillary to the Tenant's principal use set out in Section 3.1 of this Lease);
- (c) unethical or deceptive advertising or practices;
- (d) residential purposes or sleeping apartments of any kind; or
- (e) any unlawful purpose.

Section 3.2A – Conduct of Business

The Tenant will, throughout the Term and any extension or renewal thereof, conduct continuously, actively and diligently, fully fixtured, stocked and staffed and generally in a reputable and first class manner, the business set out in Section 3.1 in the whole of the Leased Premises. In the conduct of the Tenant's business, the Tenant will:

- (a) conduct its business in the Leased Premises during the hours established by the Tenant (based on typical business hours for the use set out in Section 3.1) and at no other time but the Tenant is not required to carry on business when prohibited by a governmental law or by law regulating the hours of business.
- (b) discourage (i) loitering in the Leased Premises or the exterior elements of the Leased Premises, and (ii) those invitees on the Leased Premises that may pose a threat or danger to the customers of the Leased Premises or surrounding buildings or that may tend to or do intimidate such customers or that may be involved in causing security problems in the Leased Premises and the Tenant shall take all steps necessary to remove such Persons from the Leased Premises;
- (c) not carry on any business activity or display any merchandise other than within the enclosed boundaries of the Leased Premises;
- (d) not use the Leased Premises for a purpose which may be dangerous, which may make void or voidable any policy of insurance with respect thereto, or which will be a nuisance including the making or permitting of any improper or unusually loud noise in the Leased Premises;

- (e) before occupying the Leased Premises, obtain any license or permit required by municipal by-laws or by government statutes and regulations necessary for the use and occupation of the Leased Premises and maintain in force during the Term (and any extension or renewal thereof) all such necessary licenses and permits; and
- (f) comply at its own expense with all municipal, federal, provincial, sanitary, fire and safety laws, regulations and requirements pertaining to the operation and use of the Leased Premises, the condition of leasehold improvements, fixtures, furniture, equipment and signs installed by the Tenant therein and the making by the Tenant of any repairs, changes or improvements therein.

Section 3.3 - Compliance with and Observance of Law

The Tenant will promptly comply with all governmental requirements from time to time in effect relating to its ability to enter into and comply with this Lease or which pertain to the Leased Premises, the Tenant's use of the Leased Premises, the conduct of business on the Leased Premises, or the doing of any Alterations or work in the Leased Premises.

Section 3.4 - Signs

(a) The Tenant will not display any Signs on the exterior of the Leased Premises without the prior written approval of the Landlord, which will not be unreasonably withheld. If the Landlord, acting reasonably, objects to a Sign in the interior of any buildings or structures that is visible from the exterior, the Tenant will immediately remove it. At the expiration or earlier termination of the Term the Tenant shall upon the Landlord's request remove the whole or any part of any Signs located on the Leased Premises at the Tenant's expense and shall promptly repair all damage caused by any such removal. The Tenant's obligation to observe this covenant shall survive the expiration of the Term or earlier termination of this Lease.

(b) All Signs which the Tenant constructs on or in the Leased Premises shall be constructed and maintained in good repair at the Tenant's expense and the Tenant shall pay the cost of any electricity consumed in illuminating the same.

Section 3.5 - Pest Control

In order to maintain satisfactory pest control in the Leased Premises, the Tenant shall, at its sole cost and expense, engage for the Leased Premises to be serviced by a qualified pest extermination contractor at reasonable intervals (unless there is an immediate problem in which case the Tenant shall attend to it immediately and resolve it to the Landlord's reasonable satisfaction). In the event that the Landlord reasonably determines that the Tenant is not fulfilling its duties herein, then the Landlord may, upon five (5) days' written notice during which time the Tenant has failed to remedy the default or has failed to satisfy the Landlord (acting reasonably) that it has taken all reasonable steps to prevent any further breach of the same nature under this Section 3.5), engage its own pest extermination contractor on the Tenant's behalf without incurring any liability in respect thereof and the Tenant will pay to the Landlord the cost of the Landlord's pest extermination contractor, plus an Administration Fee.

Section 3.6 - Nuisance, Interference, Waste

The Tenant shall not cause or allow any act or thing which constitutes a nuisance or which is offensive to the Landlord or other occupants of the surrounding buildings or which interferes with the operation of any Facilities. The Tenant shall keep the Leased Premises free of debris and other items that might attract rodents or vermin and free of anything of a dangerous, noxious or offensive nature or which could create a fire, environmental, health or other hazard or undue vibration, heat or noise.

ARTICLE 4

TENANT'S INSURANCE, RELEASE AND INDEMNITY

Section 4.1 - Tenant's Insurance

(a) Throughout the Term and any period when it is in possession of the Leased Premises, the Tenant will maintain the following insurance:

- (i) "all risks" (including flood and earthquake but excluding excavations and footings) property insurance in an amount not less than the full replacement cost of all buildings, structures and improvements on the Lands and all property of every description and kind, owned by the Tenant, or for which the

Tenant is legally liable, or installed by or on behalf of the Tenant, and which is located within or upon the Leased Premises (including, without limitation, stock-in-trade, furniture, fittings, installations, Alterations, additions, Facilities and anything in the nature of a leasehold improvement in the Leased Premises);

- (ii) when applicable, broad form boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount not less than the replacement cost of all leasehold improvements and of all boilers, pressure vessels, air-conditioning equipment and electrical equipment in or serving the Leased Premises, owned or operated by the Tenant or by others (except the Landlord) on behalf of the Tenant;
- (iii) business interruption insurance in an amount that will reimburse the Tenant for a period of at least twelve (12) months for direct or indirect loss of earnings attributable to all perils insured against under Sections 4.1(a)(i) and (ii) and other perils commonly insured against by prudent tenants, or attributable to prevention of access to the Leased Premises as a result of those perils;
- (iv) public liability and property damage insurance including personal injury liability, contractual liability, non-owned automobile liability, contingent employers' liability, and owners' and contractors' protective insurance coverage, with respect to the Leased Premises and the Tenant's use of the Leased Premises, on an occurrence basis, with coverage including the activities and operations conducted: (A) by the Tenant and any other Person on the Leased Premises; (B) by the Tenant and any other Person performing work on behalf of the Tenant; and (C) by the Tenant and those for whom the Tenant is in law responsible in any other part of the Leased Premises. These policies will be written on a comprehensive basis with inclusive limits of at least five million dollars (\$5,000,000.00) for each occurrence for bodily injury for any one or more Persons or property damage (but the Landlord, acting reasonably, or a Mortgagee, may require higher limits from time to time);
- (v) tenant's legal liability insurance for the full replacement cost of all buildings, structures and improvements on the Lands and all other property for which the Tenant is legally liable, including loss of their use;
- (vi) standard owner's form automobile insurance providing third party liability insurance with Two Million Dollars (\$2,000,000.00) inclusive limits of coverage, and accident benefits insurance, covering all licensed vehicles owned or operated by or on behalf of the Tenant; and
- (vii) any other form of insurance with whatever limits the Tenant, the Landlord, acting reasonably, or a Mortgagee requires from time to time, in form, amounts and for risks against which a prudent tenant under similar circumstances would insure.

(b) Each policy of insurance will name, as insureds, the Tenant and include as additional insureds, the Landlord and the Released Persons, each as their respective interests may appear. The policies specified under Sections 4.1(a)(i), (ii), (iii) and (vii) (if applicable) will contain the standard mortgage clause required by each Mortgagee. The policies specified under Section 4.1(a)(iv) will contain a severability of interests clause and cross liability clauses. If there is a dispute as to the amount of the full replacement cost, the decision of the Landlord's professional insurance appraiser will be conclusive.

(c) The policies specified under Sections 4.1(a)(i), (ii), (iii) and (vii) (if applicable) will contain a waiver of any subrogation rights which the Tenant's insurers may have against the Released Persons and those for whom any of them is in law responsible, whether or not any loss or damage is caused or contributed to by the negligence of any of them.

(d) All policies will: (i) be taken out with insurers acceptable to the Landlord; (ii) be in a form reasonably satisfactory to the Landlord; (iii) be non-contributing with, and apply only as primary and not excess to any other insurance available to any of the Released Persons; (iv) not be invalidated as respects the interests of any of the Released Persons by reason of any breach or violation of warranties, representations, declarations or conditions contained in the policies; and (v) contain an undertaking by the insurers to notify the Landlord and each Mortgagee in writing not less than thirty (30) days before any material change, cancellation or termination.

(e) Prior to taking possession of the Leased Premises and on every policy renewal date, the Tenant will deliver certificates of insurance on the Landlord's standard form, executed by the Tenant's insurers or their authorized representatives, evidencing that the required insurance is in force, or, if requested by the Landlord or a Mortgagee, the Tenant will promptly deliver other appropriate evidence of the required insurance. No review or approval of any insurance policy or certificate by the Landlord will in any way alter the Landlord's rights under this Lease.

(f) The Tenant will comply promptly with the loss prevention recommendations of the Landlord's insurers, pertaining to the Leased Premises. If the occupancy of the Leased Premises, the conduct of business in the Leased Premises, or anything done or omitted by the Tenant results in an increase in premiums for any insurance carried by the Landlord, the Tenant will pay the increase to the Landlord on demand. However, if the Tenant at all times carries on the business required under Section 3.1 in accordance with the terms of this Lease, it will not be liable for increases in insurance premiums under this Section 4.1(f). In determining whether the Tenant is responsible for increased premiums and the amount for which the Tenant is responsible, a schedule issued by the organization that computes the insurance rate on the Property, showing the components of the rate, will be conclusive evidence of the items that make up the rate.

(g) The Tenant will not allow or cause anything to occur that results in the cancellation or threatened cancellation or a reduction of coverage under any of the Landlord's insurance policies on the Leased Premises or any part of it, but this will not prohibit the Tenant from carrying on the business required under Section 3.1 in accordance with the terms of this Lease.

Section 4.2 - Release

Despite anything to the contrary, none of the Released Persons is liable for: (a) any death or injury arising from any occurrence in, near or relating to all or any part of the Leased Premises; or (b) damage to or loss of (or loss of use of) property of the Tenant or of others wherever located, however caused, and even if the death, injury, damage or loss results from the negligence of the Released Persons or those for whom they are legally responsible, any failure in the supply of any services, systems or Utilities, the existence of any Hazardous Substances anywhere or the exercise by the Landlord of any of its rights under this Lease.

Section 4.3 - Indemnity

The Tenant will indemnify and protect the Released Persons from all losses or claims in connection with loss of life, personal injury, damage to property or anything else arising from a default of any of the Tenant's obligations under this Lease, or from any occurrence in or relating to the Leased Premises, or from the occupancy or use by the Tenant of all or any part of the Leased Premises, or occasioned wholly or in part by an act or omission of the Tenant or those for whom the Tenant is legally responsible or by anyone permitted to be on the Leased Premises by the Tenant.

ARTICLE 5 **MAINTENANCE OF AND ALTERATIONS TO LEASED PREMISES**

Section 5.1 - Maintenance of the Leased Premises

(a) At all times during the Term and any renewal thereof, the Tenant will keep the Leased Premises in a good state of repair and in a clean and sanitary condition and will, at its own expense, promptly carry out all maintenance, repairs and replacements to the Leased Premises, the buildings, structures and other improvements from time to time thereon and all machinery and other Facilities therein, thereon or used in connection therewith, or any part thereof (whether or not any repairs, replacements, rebuilding or reconstruction are major or commonly known as a repair, replacement, rebuilding or reconstruction of a capital nature or are, exterior or interior, structural or non-structural), and will repair, replace, rebuild and reconstruct the same, or any part thereof, to the same extent as a prudent owner would do; and without limiting in any way the generality of the foregoing, will maintain, repair, replace, rebuild and reconstruct the buildings, structures, erections, roofs, foundations and appurtenances, entrances, glass windows, plumbing, heating, ventilating and air conditioning systems, and electrical systems, water, sewer and gas connections, wiring, pipes, drains and mains attributable to the Leased Premises and which serve the Leased Premises, interior and exterior Signs and all other machinery, and Facilities belonging to or connected with the Leased Premises or any part thereof, or used in the operation of the buildings thereon, provided that the Tenant shall not be obligated to repair reasonable wear and tear; if it is not inconsistent with the Leased Premises being kept in a good condition and state of repair as a prudent owner would keep them.

(b) Without limiting the generality of Section 4.1, the Tenant will, at all times, comply with and conform promptly to all the requirements of every applicable regulation, order and requirement of the board of health, police department, fire department, municipal and other governmental Authorities having jurisdiction, the Insurance Advisory Organization of Canada, or any Person or body having similar functions, and liability or fire insurance company by which the Tenant may be insured at such time with respect to the Leased Premises, whether or not such order or requirement be of a kind now existing or within the contemplation of the parties hereto or imposed subsequent hereto, and in so doing the Tenant will make, in accordance with the provisions of this Lease, any necessary Alterations, repairs, additions or deletions in or on or to the Leased Premises, or any part thereof, and any machinery or other Facility in, on, upon or used in connection with or appurtenant to the Leased Premises, or any part thereof, and whether or not such Alteration, repair, addition or deletion be structural or required on account of any particular use to which the Leased Premises, and the buildings or any part thereof is being put by the Tenant or its permitted Transferees pursuant to this Lease.

(c) For greater certainty, but without limiting the generality of any other provision of this Lease, the Tenant shall be responsible for insuring, operating, cleaning, administering, managing, supervising, maintaining, repairing and replacing the Leased Premises, including without limitation:

- (i) costs of Utilities and supplies and the cost of heating, ventilating and air-conditioning the Leased Premises, including all costs in connection with the heating, ventilating and air conditioning system and any outside maintenance contracts;
- (ii) costs of any Facilities added to the Leased Premises;
- (iii) costs of environmental inspections or audits of the Leased Premises and of any clean-up or removal of Hazardous Substances from the Leased Premises; and
- (iv) costs of the maintenance, cleaning and operating equipment, utility meters and all other Facilities.

(d) If required by the Landlord or any governmental agency the Tenant will remove from the Leased Premises any Hazardous Substances which are located, stored or incorporated in or on any part of the Leased Premises which the Tenant or those for whom the Tenant is in law responsible brings onto or generates from the Leased Premises or which the Tenant or those for whom the Tenant is in law responsible suffers or permits to be brought onto or generated from the Leased Premises at any time and for whatever reason (but this shall not imply any authority to bring onto or generate from the Leased Premises any Hazardous Substances which are otherwise prohibited by this Lease). The foregoing obligation to remove Hazardous Substances will survive the expiration of the Term or earlier termination of this Lease.

Section 5.2 - Alterations to the Leased Premises

(a) The Tenant will not make any Alterations to the Leased Premises without the Landlord's prior written approval, which will not be unreasonably withheld if: (i) the Alterations will equal or exceed the then current standard for the Leased Premises; (ii) adequate plans and specification and cost estimates are produced; (iii) the Tenant has obtained all requisite governmental approvals; and (iv) the Alterations will not weaken or endanger the structure of any buildings or improvements or decrease the value of the Leased Premises.

(b) All Alterations will be performed: (i) by competent workers pursuant to a written contract (and the Tenant agrees, upon the Landlord's request, to produce to the Landlord an executed copy of any such contract); (ii) in a good and skilful manner; (iii) in accordance with plans and specifications approved by the Landlord; (iv) in accordance with the Landlord's reasonable requirements; (v) with such indemnification against liens, costs, damages and expenses as the Landlord reasonably requires; (vi) with evidence that the Tenant has obtained those supplementary insurance coverages (for example builder's risk insurance) reasonably required by the Landlord; and (vii) at the sole cost of the Tenant.

(c) The Landlord may require that any Alterations to the Leased Premises be reviewed or supervised by an independent professional or consultant at the Tenant's cost; provided that such services are performed at competitive rates. The Tenant will pay to the Landlord, on demand, the Landlord's cost of reviewing or supervising the Alterations, including architectural and engineering consultants' fees, plus an Administration Fee.

Section 5.3 - Repair Where the Tenant is at Fault

In the event of default by the Tenant under any of the provisions of Article 5 hereof, the Landlord shall, unless the nature of the default shall endanger any part of the Leased Premises and in which event (except in the case of an emergency) reasonable written notice shall be given by the Landlord to the Tenant, give written notice to the Tenant requiring the Tenant to repair such default within fifteen (15) days thereafter, and if the Tenant fails to remedy such default within the aforesaid fifteen (15) day period, or such longer period as may be reasonably necessary having regard to the nature of the default complained of (provided the Tenant commences to remedy such default within such fifteen (15) day period and thereafter diligently proceeds to remedy such default), the Landlord may take such steps as it may reasonably deem necessary under the circumstances to remedy such default, and the Tenant will forthwith upon the Landlord's demand, pay the cost of remedying such default (including any legal fees), plus an Administration Fee, as Additional Rent, with interest at the Stipulated Rate from the date of such demand by the Landlord to the date of payment thereof by the Tenant.

Section 5.4 - Removal of Alterations and Restoration of Leased Premises

All Alterations which are not the Tenant's trade fixtures are leasehold improvements and regardless of who affixed or installed them, are the property of the Landlord on affixation or installation, without compensation to the Tenant; however, despite the fact that the Alterations become the property of the Landlord immediately upon affixation, the Tenant shall be entitled to depreciate the Alterations in accordance with the Income Tax Act of Canada. The Tenant will not remove any leasehold improvements in or upon the Leased Premises at any time except (i) in accordance with Section 5.2 or (ii) at the expiry or earlier termination of this Lease, when the Tenant will remove at its own expense those leasehold improvements installed by or on behalf of the Tenant that the Landlord requires it to remove. The Tenant will also remove its trade fixtures at the expiry or earlier termination of the Lease. The Tenant will repair any damage caused to any part of the Leased Premises by any such removal. If the Tenant does not remove its trade fixtures at the expiry or earlier termination of the Term, they will at the Landlord's option, become the property of the Landlord. At the expiry or termination of this Lease, the Tenant will: (a) leave the Leased Premises in the condition in which they are required to be kept during the Term; (b) deliver all keys for all buildings, structures and improvements to the Landlord at the place then fixed for the payment of Rent; and (c) give to the Landlord the combinations of any locks, safes, and vaults on the Leased Premises. The following are considered to be leasehold improvements in any buildings and structures and not trade fixtures: (i) heating, ventilating and air-conditioning Facilities; (ii) affixed floor coverings; (iii) light fixtures; (iv) the exterior facade, windows or doors; (v) internal stairways, escalators or elevators; and (vi) anything else that would not normally be considered a trade fixture.

Section 5.5 - Secured Claims

The Tenant will ensure that no Secured Claim is registered or filed against: (a) the Leased Premises or any part of it; (b) the Landlord's or Mortgagee's interest in the Leased Premises or any part of it; or (c) the Tenant's interest in the Leased Premises or any of the leasehold improvements in the Leased Premises; by any Person claiming by, through, under, or against the Tenant or its contractors or subcontractors. If a Secured Claim is registered or filed and the Tenant fails to promptly discharge it after receipt of notice from the Landlord, the Landlord may discharge the Secured Claim or notice of it by paying the amount claimed to be due into court (together with whatever additional amounts are required to be paid into court to obtain its removal) or directly to the holder of the Secured Claim and the Tenant will pay to the Landlord on demand all costs (including legal fees) incurred by the Landlord in connection with the Secured Claim, plus an Administration Fee.

Section 5.6 - Overloading

The Tenant will not: (a) install equipment that overloads the capacity of any utility, electrical or mechanical Facilities in or serving the Leased Premises; (b) bring into the Leased Premises any utility, electrical or mechanical Facilities or service not approved by the Landlord in advance; or (c) bring anything upon the Leased Premises that might damage them or overload the floors.

Section 5.7 - HVAC System

(a) The Tenant shall be responsible for all maintenance, repairs and replacements to the HVAC System including fuel, operating labour and supplies general repairs and maintenance and replacements (including those occasioned by every day wear and tear) required to operate and maintain the HVAC System.

(b) The Tenant shall obtain, at its own expense, the Tenant's own maintenance and service contract with respect to the HVAC System, in a form and with a reputable maintenance company approved by the Landlord, under which contract such maintenance company shall fully service, repair, maintain and replace the HVAC System in accordance with the terms of this Lease. Such maintenance contract shall at all times be kept in good standing by the Tenant and, upon request, evidence of the good standing of such contract shall be given by the Tenant to the Landlord. The Landlord shall also be supplied with a copy of the maintenance contract and any renewal or replacement thereof.

(c) The Landlord may, upon twenty-four (24) hours prior notice to the Tenant (except in the case of emergency, real or apprehended), elect to retain the services of a maintenance company to service, repair, maintain and replace the HVAC System on the Tenant's behalf, if: (i) the Tenant fails to engage the maintenance contractor referred to above; or (ii) in the Landlord's reasonable determination, the frequency of scheduled preventative maintenance is insufficient or the HVAC System (or any part or component thereof) is not being repaired and/or maintained to the standard described above in the preceding paragraph. In such event, the Tenant will pay all costs incurred in connection therewith directly to the maintenance company or, at the Landlord's option, to the Landlord as Additional Rent.

ARTICLE 6 **LANDLORD'S ENTRY**

Section 6.1 - Landlord's Right of Entry

(a) It is not a re-entry or a breach of quiet enjoyment if the Landlord enters the Leased Premises at reasonable times during business hours after at least forty-eight (48) hours prior written notice (but if the Landlord determines there is an emergency, no notice is required): (i) to examine them including an examination to ensure that there are no Hazardous Substances present and that there are appropriate safeguards in place to avoid the existence of any Hazardous Substances; (ii) to make permitted or required repairs, alterations, improvements or additions to the Leased Premises (including the pipes, conduits, wiring, ducts, columns and other installations in the Leased Premises) or adjacent property; or (iii) to excavate land adjacent to or subjacent to the Leased Premises; in each case (to the extent reasonably possible in the circumstances) without unreasonably interfering with the Tenant's business operations in the Leased Premises, and the Landlord may take material into and on the Leased Premises for those purposes. Rent will not abate or be reduced while the repairs, alterations, improvements or additions are being made. The Landlord will take reasonable steps to minimize any interruption of business resulting from any entry.

(b) The Landlord may enter the Leased Premises at reasonable times upon at least forty-eight (48) hours prior written notice to show them to prospective purchasers, or mortgagees, and during the last twelve (12) months before the Term or any renewal thereof expires, to tenants, in all cases without unreasonably interfering with the Tenant's business operations. During the twelve (12) months before the Term or any renewal thereof expires, the Landlord may display reasonably sized and located "For Rent" or "For Sale" notices on the Leased Premises, provided such sign or notice shall be placed at such place so as not to interfere with the business being carried on by the Tenant or any Transferee on the Leased Premises.

ARTICLE 7 **DAMAGE AND DESTRUCTION AND EXPROPRIATION**

Section 7.1 - Damage to the Leased Premises

If the Leased Premises are at any time destroyed or damaged (including, without limitation, smoke and water damage) as a result of fire, the elements, accident or other casualty, the Tenant shall forthwith commence diligently and thereafter proceed diligently and as expeditiously as possible and in a good and skilful manner to repair, replace or rebuild the Leased Premises (including all buildings, structures and improvements) to or in the same condition as it existed immediately prior to the damage or destruction (and, in any event, to or in the state of repair required pursuant to the provisions of this Lease) and there shall be no abatement of Rent or other charges payable by the Tenant pursuant to this Lease.

Section 7.2 - Expropriation of the Leased Premises

The Landlord and the Tenant will co-operate with each other if there is an expropriation of all or part of the Leased Premises, so that each may receive the maximum award to which it is legally entitled. To the extent, however, that any structure, buildings,

improvements, Facilities and/or Lands are expropriated, the full proceeds (excluding any value attributable to trade fixtures or goodwill) that are paid or awarded will belong solely to the Landlord and the Tenant will assign to the Landlord any rights that it may have or acquire in respect of the proceeds or awards and will execute the documents that the Landlord reasonably requires in order to give effect to this intention.

ARTICLE 8 **TRANSFERS**

Section 8.1 - Transfer Conditions

(a) No Transfer will take place without the consent of the Landlord, which will not be unreasonably withheld, except that despite anything to the contrary in this Lease or any applicable law:

- (i) the Landlord may unreasonably withhold its consent to a Transfer by exercising its termination right set out in Section 8.1(b);
- (ii) the Landlord may refuse to consent to a Transfer if:
 - (A) the Transferee (1) does not have a history of successful business operation, (2) does not have a good credit rating and a substantial net worth, or (3) is not able to finance the Transfer and its operations in the Leased Premises in a manner that will enable the Transferee to carry on business successfully in the Leased Premises throughout the Term without a material risk of defaulting under this Lease;
 - (B) the Transfer is a mortgage, charge, debenture (floating or otherwise) of this Lease or all or any part of the Leased Premises (including any leasehold improvements); or
 - (C) the Landlord does not receive sufficient information from the Tenant or the Transferee to permit a determination of the above matters.

This Section 8.1 does not apply to a Transfer that occurs on the death of the Transferor, or a Transfer described in paragraph (c) of the definition of Transfer, where the Tenant occupies all of the Leased Premises and is either (i) a Public Corporation, or (ii) a subsidiary body corporate (as currently defined under the Canada Business Corporations Act) of a Public Corporation and the shares of the Public Corporation (and not the Tenant or any of its affiliates) are transferred or issued. The Tenant will nevertheless notify the Landlord if any exempt Transfers take place. However, if after any exempt Transfer occurs, the Tenant fails to satisfy the Landlord (acting reasonably) that there will be continuity or improvement of the Tenant's business practices and policies that existed before the Transfer, the Landlord may, at any time until sixty (60) days after the Transfer takes place, notify the Tenant of its dissatisfaction, and a default of this Section 8.1 will be considered to have occurred as of the date of the Landlord's notice.

(b) If the Tenant intends to effect a Transfer, then the Tenant will give prior written notice to the Landlord of such intent, specifying the proposed Transferee and providing additional information including, without limitation, a copy of a bona fide written offer with respect to the proposed Transfer which the Tenant is prepared to accept, subject to compliance with the provisions of this Lease and which must disclose any and all monetary payments or other consideration made or to be made by the proposed Transferee as consideration for such Transfer, and any other information concerning the financial or business status of the Transferee that the Landlord requires. The Landlord will, within thirty (30) days after having received notice and all necessary information, notify the Tenant in writing either that (i) it consents or does not consent to the Transfer, or (ii) it elects to cancel this Lease in preference to giving consent, but the Landlord's failure to respond within that thirty (30) day period will not be construed as a consent by the Landlord nor will it entitle the Tenant to damages. If the request for consent is to a sublease or parting with possession of a portion (but not all) of the Leased Premises, the Landlord's election to cancel this Lease shall apply only with respect to such portion and in such event the Tenant shall, at its sole expense, arrange for the partitioning of the Leased Premises so as to separate the portion being Transferred from the remainder of the Leased Premises. If the Landlord elects to cancel this Lease, the Tenant will notify the Landlord in writing within seven (7) days thereafter of the Tenant's intention either to refrain from the Transfer or to accept the cancellation of this Lease. If the Tenant fails to deliver its notice within the seven (7) day period, this Lease will be terminated upon the date stipulated by the Landlord in its notice of cancellation, to be not less than (30) days and not more than one hundred and twenty (120) days after delivery of the Landlord's notice of cancellation. If the Tenant

advises the Landlord within the seven (7) day period that it intends to refrain from the Transfer, then the Landlord's election to cancel this Lease will be void.

Section 8.2 - Transfer Conditions

The following conditions apply to Transfers and to consents given by the Landlord:

- (a) the Landlord's consent is not a waiver of the requirement for consent to subsequent Transfers;
- (b) once the Landlord's consent is given, the Transfer must take place within sixty (60) days or the consent will expire and the Transfer may not take place unless the Tenant again complies with Article 8;
- (c) the Transferor will remain jointly and severally liable with the Transferee for the fulfillment of the Tenant's obligations under this Lease and will indemnify the Landlord against the Transferee's failure to perform the Tenant's obligations after the Transfer, and execute a separate agreement to that effect on the Landlord's standard form;
- (d) the Transferee will execute an agreement directly with the Landlord agreeing to be bound by this Lease as Tenant;
- (e) in the case of a sublease, the Transferee shall waive any rights it may have under any legal or equitable rule of law or under the *Commercial Tenancies Act* (Ontario), as amended from time to time, or any other applicable legislation, to apply to a court or to otherwise elect to (i) retain the unexpired Term of this Lease or the unexpired sublease term, (ii) obtain any right to enter into any lease or other agreement directly with the Landlord for the Leased Premises or the subleased premises, or (iii) otherwise remain in possession of any portion of the subleased premises or the Leased Premises, in any case where this Lease is terminated, surrendered or otherwise cancelled, including a disclaimer of this Lease by a trustee in bankruptcy of the Tenant. The Tenant and the Transferee shall execute any agreement required by the Landlord to give effect to the foregoing terms;
- (f) the Landlord may apply amounts collected from the Transferee to any unpaid Rent;
- (g) unless the Transfer is a sublease, the Transferor will have no rights to enforce the Landlord's obligations under the Lease or to use or occupy the Leased Premises after the Transfer;
- (h) the Transferee shall be entitled to the benefits of and shall be subject to all of the Tenant's obligations in respect of any adjustments on account of Additional Rent (as determined pursuant to Section 3.05), and the Landlord shall have no liability to account to the Transferor in respect thereof;
- (i) the Transferor will not be entitled to obtain a Transfer back without obtaining the Landlord's consent under Article 8 in the same way as for any other Transfer;
- (j) any documents relating to a Transfer or the Landlord's consent will be prepared by the Landlord, or it's solicitor, and the Tenant will pay the Landlord's costs and expenses on account thereof;
- (k) if this Lease is repudiated, disaffirmed, disclaimed, surrendered (except with the consent of the Landlord) or terminated by a Transferee, by any trustee in bankruptcy of a Transferee, or by a court representative, the original Tenant named in this Lease or any Transferee (except the bankrupt or insolvent Transferee) will be considered, upon notice, to have entered into a lease (the "Remainder Period Lease") with the Landlord, containing the same terms and conditions as this Lease (the commencement date of the Remainder Period Lease will be the date of the repudiation, disaffirmation, disclaimer, surrender or termination and the expiration date of the Remainder Period Lease will be the date on which this Lease would have expired had the repudiation, disaffirmation, disclaimer, surrender or termination not occurred); and
- (l) for any Transfer where the Tenant receives a rent (in any form) from the Transferee which is greater than the Rent payable under this Lease, the Tenant will pay the excess to the Landlord (in addition to the Rent payable under this Lease).

Section 8.3 - Additional Terms Respecting Transfers

- (a) Acceptance by the Landlord of Rent or other payments by a Transferee is not, (i) a waiver of the requirement for the Landlord to consent to the Transfer, (ii) the acceptance of

the Transferee as Tenant, or (iii) a release of the Tenant from its obligations under this Lease.

(b) If, in the Tenant's opinion, the Landlord unreasonably withholds its consent to a Transfer where the Landlord is not permitted to do so, the Tenant's only remedy will be to seek a court order requiring the Landlord to give its consent, but the Landlord will not be liable for any losses or expenses of the Tenant or any proposed Transferee arising out of the Landlord unreasonably withholding its consent.

(c) No part of the Leased Premises or this Lease will be listed or advertised by the Tenant or any other Person for the purpose of a Transfer.

ARTICLE 9 **LANDLORD'S SALE OR FINANCING OF LEASED PREMISES**

Section 9.1 - Sale by the Landlord

If the Landlord transfers or disposes of all or any part of the Leased Premises or the Landlord's interest under this Lease, then to the extent that the transferee or disposses agrees with the Landlord to assume its obligations under this Lease, the Landlord will be released from them.

Section 9.2 - Subordination and Attornment

This Lease and all subleases and any other Transfers are subordinate to every existing and future mortgage, charge, trust deed, financing, refinancing or collateral financing against the Leased Premises and to the instruments of, as well as the charge or lien resulting from any of them and any renewals or extensions of or advances under them (collectively, "encumbrances"). The Tenant will, on request, attorn to and recognize as landlord the holder of any such encumbrance, or any transferee or disposses of the Leased Premises or of an ownership or equity interest in the Leased Premises. The Tenant will, within fifteen (15) days after request, sign and deliver any reasonable document confirming the subordination or the attornment. The form and content of the document will be determined by the party requesting it.

Section 9.3 - Status Statement

Within fifteen (15) days after request, the Tenant will sign and deliver to the Landlord or anyone with or proposing to take an interest in all or part of the Leased Premises, a status statement or certificate, stating that this Lease is in full force and effect, any modifications to this Lease, the commencement and expiry dates of this Lease, the date to which Rent has been paid, the amount of any prepaid Rent or deposits held by the Landlord, whether there is any existing default and the particulars, and any other information reasonably required by the party requesting it and to which the Tenant has no reasonable objection. In addition, if requested by the Landlord, the Tenant shall deliver to the Landlord on the first day of the second Lease Year, and on the anniversary date of each Lease Year thereafter, its financial statements prepared by an independent and qualified chartered accountant.

Section 9.4 - Attorney

The Tenant irrevocably appoints the Landlord as the Tenant's attorney with full power and authority to sign and deliver in the name of the Tenant any documents or certificates requested under Section 9.2 or 9.3 which the Tenant fails to sign and deliver within fifteen (15) days after the request is made.

ARTICLE 10 **DEFAULT**

Section 10.1 - Right to Re-enter

(a) If an Event of Default occurs, (i) the full amount of the current month's and the next three (3) months' installments of Rent (calculated according to Section 10.1(b)) will immediately be due and payable, and (ii) the Landlord may re-enter and re-possess the Leased Premises. If the Landlord re-enters, at the Landlord's option, this Lease and all of the Tenant's rights under it will terminate without any liability to the Landlord for loss or damage, and without prejudice to the Landlord's right to recover any arrears of Rent and damages for any previous breach by the Tenant of this Lease. On such a termination, the Tenant will promptly (and in any case within ten (10) days after written notice requiring it to do so) remove all of its property from the Leased Premises, or the Landlord may at any time remove all or part of the property from the Leased Premises and store it in a public

warehouse or elsewhere at the cost of the Tenant. Despite anything to the contrary, in such event the Landlord will not be responsible for loss or damage to any of the Tenant's property regardless of how the loss or damage is caused, even if by negligence. If the Tenant fails to remove its property as required, or if it fails to pay the Landlord's costs of removal and storage within ten (10) days after written notice specifying those costs, the Tenant will be considered to have abandoned its property and the Landlord will be entitled to retain or to sell or dispose of it for the Landlord's own benefit. Despite any termination for an Event of Default, the Landlord may sue the Tenant for damages, including loss of future Rent as a result of this Lease being prematurely terminated and the cost of recovering the Leased Premises.

(b) If the Landlord terminates this Lease for an Event of Default, then for the purpose of calculating future Rent, the annual Rent will be considered to be equal to: the aggregate of the annual Basic Rent and Additional Rent payable under this Lease over the balance of the Term, assuming a five percent (5%) annual increase in Additional Rent year over year for the remainder of the Term.

Section 10.2 - Re-entry Without Termination

No re-entry or taking possession of the Leased Premises by the Landlord will be considered an election to terminate this Lease unless a written notice of such intention is given to the Tenant. If the Landlord re-enters or takes possession of the Leased Premises, it may either terminate this Lease or make any necessary alterations and repairs in order to relet all or any part of the Leased Premises, for a term (which may extend beyond the Term), at a rental rate which the Landlord deems suitable and satisfactory and on any other terms the Landlord in its sole discretion considers advisable including, without limitation, any use and purpose which it may deem appropriate and in connection with any such lease, the Landlord may make such changes in the character of the improvements, buildings and structures located on the Leased Premises as the Landlord may determine to be appropriate or helpful in effecting such lease. However, in no event shall the Landlord be under any obligation to re-let the Leased Premises in whole or in part for any purpose which the Landlord may regard injurious to the Leased Premises or to any tenant which the Landlord, in the exercise of reasonable discretion, shall deem to be objectionable. The Landlord shall have the right (as the agent of the Tenant) to take possession of any furniture or other property on the Leased Premises and sell the same at public or private sale on not less than ten (10) days' prior written notice given by the Landlord to the Tenant and apply the proceeds of such sale and any rent derived from the reletting of the Leased Premises on account of the Rent due under this Lease. All Rent received by the Landlord from each reletting will be applied first to any indebtedness other than Rent due; second, to any costs of reletting including brokerage and legal fees (on a solicitor and client basis) and the costs of the required alterations and repairs; third, to any arrears of Rent; and any residue will be held by the Landlord and applied against future Rent as it becomes due. If rent received from the reletting for any month is less than the Rent to have been paid by the Tenant for that month, the Tenant will pay the deficiency monthly in advance on the first day of each month. If the Landlord relets without terminating, it may nevertheless subsequently terminate the Lease for the previous Event of Default.

Section 10.3 - Distress Waivers

Despite the *Commercial Tenancies Act* (Ontario) or any other legislation or law: (a) none of the inventory, furniture, equipment or other property at any time owned by the Tenant is exempt from distress; and (b) no lack of compliance with any requirement concerning the day of the week, time of day or night, method of entry, giving of notice, appraising of goods, or anything else, will render any distress unlawful where the Tenant owes arrears of Rent at the time of the distress.

Section 10.4 - Fraudulent Removal of Goods

Removal by the Tenant of its goods outside the ordinary course of its business either during or after business hours shall be deemed to be a fraudulent or clandestine act thereby enabling the Landlord to avail itself of all remedies at law including, but not limited to, the Landlord's rights to follow the Tenant's goods and to recover more than the value of the goods so removed.

Section 10.5 - Landlord May Cure the Tenant's Default

If the Tenant defaults in the payment of money that it is required under this Lease to pay to a third party, the Landlord may, after fifteen (15) days' notice to the Tenant, pay all or part of the amount payable. If the Tenant otherwise defaults under this Lease, the Landlord may give the Tenant at least twenty-one (21) days' prior notice (except that forty-eight (48) hours' notice will suffice for a default under Section 4.1, and no notice of any

default will be required in an emergency) and if the Tenant does not, within such period, commence diligently and thereafter proceed diligently to cure the default, the Landlord may perform or cause to be performed all or part of what the Tenant failed to perform and may enter the Leased Premises and do those things that the Landlord considers necessary for that purpose. The Tenant will pay to the Landlord on demand, the Landlord's expenses incurred under this Section 10.5, plus an Administration Fee.

Section 10.6 - Application of Money

The Landlord may apply amounts received from or due to the Tenant against amounts due and payable under this Lease, even if otherwise requested by the Tenant, unless the Tenant can satisfactorily demonstrate to the Landlord, acting reasonably, that an amount is in fact not due and payable.

Section 10.7 - Remedies Generally

The remedies under this Lease are cumulative and may be exercised independently or in combination with others. No remedy is exclusive or dependent on any other remedy. The specifying or use of a remedy under this Lease does not limit rights to use other remedies available at law generally.

Section 10.8 - Expenses

If legal proceedings are brought for recovery of possession of the Leased Premises, for the recovery of Rent or Sales Taxes, or because of an Event of Default, the Tenant will pay to the Landlord its expenses, including its legal fees (on a solicitor and client basis).

ARTICLE 11 **INTENT AND INTERPRETATION**

Section 11.1 - Net Lease

(a) This Lease is a completely net lease to the Landlord. The Landlord is not responsible for any costs relating to the Leased Premises, or its use, occupancy or contents, or the business carried on in it, and the Tenant will pay all charges, impositions, costs and expenses relating to the Leased Premises except for the income taxes of the Landlord and mortgage payments (if any) to be paid in respect of any mortgage of the Landlord on the Leased Premises. Without limiting the generality of the foregoing, it is declared and agreed that the Tenant is solely responsible for the condition, operation, maintenance and management of the Leased Premises, the buildings and other improvements thereon in accordance with the requirements of this Lease, and the Landlord shall not be liable for damages to or any charges in connection with the Leased Premises or any property of the Tenant or any other Person at any time upon the Leased Premises on any account or for any reason whatsoever.

(b) The Tenant will pay Sales Taxes on Rent and any other Sales Taxes imposed by the applicable legislation on the Tenant in respect of this Lease, in the manner and at the times directed by the applicable legislation. This Sales Taxes is not consideration for the rental of space or the provision of any service by the Landlord under this Lease, but will be considered to be Rent and the Landlord will have all of the same remedies and rights of recovery for it as it has for non-payment of Rent.

Section 11.2 - Landlord and Representatives to Act Reasonably and in Good Faith

In making a determination, designation, calculation, estimate, conversion, or allocation or in granting any consent or approval under this Lease, the Landlord will act reasonably and in good faith, subject to the specific provisions of this Lease. Each accountant, architect, engineer, surveyor or other professional Person employed or retained by the Landlord will act in accordance with the applicable principles and standards of the Person's profession.

Section 11.3 - Entire Agreement and General Interpretation

This Lease includes any Schedules and riders attached to it. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties concerning this Lease, the Leased Premises, or any other related matter, except those that are set out in this Lease. No alteration, amendment, change or addition to this Lease is binding upon the Landlord or the Tenant unless it is in writing and signed by the Tenant and the Landlord. No electronic communications between the parties will have the effect of creating or altering any legal obligations of the parties. Each obligation under this Lease is a covenant. The Basic Terms, captions, section numbers, article numbers and

Table of Contents do not define, limit, construe or describe the scope or intent of the sections or articles. The use of the neuter singular pronoun to refer to the Landlord or the Tenant is a proper reference even though the Landlord or the Tenant is an individual, a partnership, a corporation or a group of two or more individuals, partnerships or corporations. The grammatical changes needed to make the provisions of this Lease apply in the plural sense when there is more than one Landlord or Tenant and to corporations, associations, partnerships or individuals, males or females, are implied. Wherever the word "including" is used it is intended to mean "including but not limited to", and "includes" has a corresponding meaning. This Lease will be governed by the laws of Canada and the Province. Time is of the essence of this Lease.

Section 11.4 - Severability

If a part of this Lease or the application of it is unenforceable or illegal to any extent, the part: (a) is independent of and severable from the remainder of this Lease, and its unenforceability or illegality does not affect the remainder of this Lease; and (b) continues to be enforceable to the fullest extent permitted by law, except to the extent it is unenforceable or illegal. No part of this Lease will be enforced against a Person, if, or to the extent that by doing so, the Person is made to breach a law, rule, regulation or enactment.

ARTICLE 12 **MISCELLANEOUS**

Section 12.1 - Overholding - No Tacit Renewal

If the Tenant remains in possession of the Leased Premises after the expiry or earlier termination of the Term, there is no tacit renewal of this Lease despite anything to the contrary, and the Tenant will occupy the Leased Premises as a month to month tenant. The monthly Basic Rent, payable in advance on the first day of each month, will be equal to the total of: (a) twice the monthly amount of Basic Rent for the last month of the Term; and (b) one-twelfth (1/12th) of the amount of Additional Rent payable by the Tenant in the last full twelve (12) month Lease Year. All of the other provisions of this Lease will apply as far as they can to a monthly tenancy, with any necessary modifications being assumed.

Section 12.2 - Successors

This Lease applies to the successors and assigns of the Landlord and, if Article 8 is complied with, the heirs, executors, administrators and permitted successors and permitted assigns of the Tenant. If there is more than one Tenant, they are individually and collectively liable under this Lease.

Section 12.3 - Waiver

The waiver by the Landlord or the Tenant of a default under this Lease is not a waiver of any subsequent default. The Landlord's acceptance of Rent after a default is not a waiver of any preceding default under this Lease even if the Landlord knows of the preceding default at the time of acceptance of the Rent. No obligation or term of this Lease will be considered to have been waived by the Landlord or the Tenant unless the waiver is in writing. The Tenant waives any statutory or other rights in respect of abatement, set-off or compensation in its favour that may now or in the future exist in connection with Rent.

Section 12.4 - Force Majeure

Despite anything to the contrary, if the Landlord or the Tenant is, in good faith, prevented from doing anything required by this Lease because of Force Majeure, the doing of the thing is excused for the period of the Force Majeure and the party prevented will do what was prevented within the required period after the Force Majeure, but this does not excuse either party from payment of amounts they are required to pay at the times specified in this Lease.

Section 12.5 - Notices

Notices, demands, consents or requests under this Lease will be in writing and will be delivered in person or sent by registered mail postage prepaid and addressed: (a) if to the Landlord, at the address specified in Paragraph 2 of the Basic Terms, or to such other Person at any other address that the Landlord designates by written notice; and (b) if to the Tenant, at the Leased Premises, or, at the Landlord's option, to the Tenant's head office address specified in Paragraph 4 of the Basic Terms.

A notice, demand, consent or request will be considered to have been given or made on the day that it is delivered, or, if mailed, three (3) days after the date of mailing. Either

party may give notice to the other of a change of the address set out above and the address specified in the notice will then apply. If the postal service is or is expected to be interrupted, any notice, demand, consent or request will only be delivered in person. If there is more than one Tenant, it will suffice if the Landlord delivers or mails a notice, demand, consent or request to only one of them. Any electronic communications between the parties shall not be considered sufficient as notice under this Lease.

Section 12.6 - Registration

The Tenant will not allow or cause this Lease or any assignment or sublease or other document evidencing an interest of the Tenant in this Lease to be registered except that, at the Tenant's request, if the Tenant pays the Landlord's reasonable expenses, the Tenant may register a notice of lease against title to the Leased Premises lands, describing the parties, the Term, and the other minimum information required under the applicable legislation, but the form must first be approved by the Landlord.

Section 12.7 - Rules and Regulations

The Tenant will comply with the Rules and Regulations. However, the Tenant will not be responsible for complying with any Rules and Regulations in addition to those contained in Schedule "D", unless notice of them is first given to the Tenant.

Section 12.8 - Brokerage Commission

Since the Landlord has not employed or retained a broker for this Lease or anything related to it, the Tenant will indemnify and hold the Landlord harmless from claims for commission with respect to this Lease or any matter related to it.

Section 12.9 - Planning Act

It is an express condition of this Lease that the provisions of Section 50 of the *Planning Act* (Ontario), as amended, be complied with if applicable in law. Until any necessary consent to this Lease is obtained, the Term (including any renewals thereof) and the Tenant's rights and entitlement granted by this Lease are deemed to extend for a period only of twenty-one (21) years less one (1) day from the Commencement Date of the Term. The Tenant shall apply diligently to prosecute this application for such consent forthwith upon the execution of the Lease by both the Landlord and the Tenant and the Tenant shall be responsible for all costs, expenses, taxes and levies imposed, charged or levied as a result of such application and in order to obtain such consent. The Tenant shall keep the Landlord informed, from time to time, of its progress in obtaining such consent and the Landlord shall cooperate with the Tenant in regard to such application. Notwithstanding the foregoing provisions of this Section 12.9, the Landlord reserves the right at any time to apply for such consent in lieu of the Tenant (at the Tenant's expense) and the Tenant's application is hereby made subject to any application in which the Landlord intends to make.

ARTICLE 13 **SPECIAL PROVISIONS**

Section 13.1 – Option to Extend

So long as:

- (i) all outstanding Lease related agreements have been executed by the Tenant and the Landlord, including, without limitation, this Lease in a form acceptable to the Landlord;
- (ii) the Tenant has paid all Rent when due and punctually observed and performed the terms, covenants and conditions contained in this Lease throughout the Term to the applicable date;
- (iii) the Tenant is THE HUB STRATFORD. and is itself in physical occupancy of the whole of the Leased Premises and is carrying on business therefrom and has not at any time sublet all or part of the Leased Premises or assigned this Lease;
- (iv) there has not been a change in control of the Tenant, except where the change in control occurs as a result of trading in the shares of the Tenant listed on a recognized stock exchange in Canada or the United States;

- (v) no Secured Claim affects the Leased Premises or any of the lands on which the Leased Premises is constructed and no claim under workplace safety and insurance legislation has been made, in connection with anything done by or on behalf of the Tenant; and
- (vi) THE HUB STRATFORD. is not in default at the time it exercises its within right to extend the Term of this Lease,

then the Tenant shall have the right to extend the Term of this Lease as it pertains to the Leased Premises collectively for two (2) further periods of five (5) years each (each referred to as an "Extended Term") upon giving the Landlord not more than twelve (12) months' and not less than six (6) months' written notice prior to the expiry of the initial Term or the then expiring Extended Term, as the case may be, upon the same terms and conditions as this Lease except for the following:

- (a) there shall be no further option after the second option to extend;
- (b) the annual Basic Rent payable by the Tenant for each Lease Year of the Extended Terms shall be equal to the Basic Rent payable by the Tenant for the immediately preceding Lease Year increased, on a cumulative basis, by 3.5%. (By way of example, for the first Lease Year of the first Extended Term the Basic Rent payable by the Tenant shall be the annual amount of \$\$\$\$ [\$\$\$\$ x 1.035] and during the second Lease Year of the first Extended Term the Basic Rent payable by the Tenant shall be the annual amount of \$\$\$\$ [\$\$\$\$ x 1.035]);
- (c) there shall be no fixturing period, rent free period, tenant inducement or allowance or subsidy and no Landlord's work to be performed (the Tenant accepting the Leased Premises in its "as is where is" condition); and
- (d) prior to each Extended Term, the Tenant shall execute the Landlord's standard form of extension agreement prepared by the Landlord at the Tenant's expense.

If the Tenant fails to exercise its option to extend at the time and in the manner set out in this Section 13.1, such option to extend shall be null and void and of no further force and effect.

[Balance of this page is left intentionally blank]

Section 13.2 – Fixturing Period - Intentionally Deleted

THE PARTIES HAVE SIGNED BELOW to indicate their agreement.

LARSON PROPERTIES PARTNERSHIP CORP.
(Landlord)

Per: _____
Name: KEVIN LARSON
Title: President

Per: _____
Name: JANE BEAN
Title: ADMIN

I/We have authority to bind the corporation.

THE HUB STRATFORD.
(Tenant)

Per: _____
Name: STACEY LARSON
Title: MANAGER

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

SCHEDULE "A"

DEFINITIONS

"Additional Rent": all amounts payable by the Tenant under this Lease other than Basic Rent. Additional Rent accrues daily.

"Administration Fee": fifteen percent (15%) of the amounts to which the fee is applied.

"Alterations": any repairs, alterations, replacements, decorations, improvements, construction, additions and structures made to the Leased Premises at any time during the Term or any renewal thereof.

"Architect": any independent licensed architect, engineer or land surveyor chosen by the Landlord.

"Authorities" or "Authority" means all governmental or quasi-governmental authorities, bodies, agencies, departments, whether federal, provincial or municipal having or claiming jurisdiction over the Leased Premises.

"Basic Rent": the amounts payable under Section 2.1.

"Basic Terms": the terms set out at the beginning of this Lease.

"Building": has the meaning set out in Paragraph 5 of the Basic Terms.

"Business Taxes": the taxes, license fees and other charges for the Tenant's improvements, equipment and facilities in any part of the Leased Premises, the business carried on in the Leased Premises, the use, occupancy or ownership of any part of the Leased Premises by the Tenant or its subtenants or licensees, or the Landlord, and any substitute taxes and other charges whether imposed against the Landlord or the Tenant.

"Event of Default": whenever:

(a) any Rent is not paid when due and the non-payment continues for five (5) days after notice to the Tenant;

(b) any of the Tenant's obligations under this Lease are breached (other than a breach specified in paragraph (c)) and (i) the breach is not remedied within ten (10) days after notice to the Tenant specifying particulars of the breach, or (ii) if ten (10) days is not a reasonable time to remedy the breach, the Tenant has not commenced diligently to remedy the breach within the ten (10) day period or is not proceeding diligently to remedy the breach within a reasonable time; or

(c) any of the following events occurs:

- (i) the Tenant, or a Person carrying on business in a part of the Leased Premises, becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with its creditors;
- (ii) a receiver or manager is appointed for all or a part of the property of the Tenant, or of another Person carrying on business in the Leased Premises, or of an Indemnifier;
- (iii) steps are taken for the dissolution, winding up or other termination of the Tenant's existence or for the liquidation of their respective assets, except as part of a bona fide corporate reorganization permitted by this Lease;
- (iv) the Tenant makes or attempts to make a bulk sale of assets regardless of where they are situated (except for a bulk sale made to a Transferee as part of a permitted Transfer);
- (v) property is removed from the Leased Premises so that there does not remain sufficient property on the Leased Premises available for distraint, free and clear of any lien, charge or other encumbrance ranking ahead of the Landlord's right of distress, to satisfy the Rent due or accruing for at least six (6) months;
- (vi) the Tenant abandons or attempts to abandon the Leased Premises, except as may be specifically permitted under this Lease;
- (vii) the Tenant effects or attempts to effect a Transfer that is not permitted under this Lease; or
- (viii) this Lease or any of the Tenant's assets on the Leased Premises are taken or seized under a writ of execution, an assignment, charge or other security instrument.

"Facilities": areas, facilities, Utilities, improvements, equipment, fixtures and installations located in or upon the Leased Premises.

"Force Majeure": a strike, labour trouble, inability to get materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or any other similar reason, that is not the fault of the party asserting it. Force Majeure does not include inability to obtain funds.

"Hazardous Substances": any hazardous or toxic substances or materials including any products of waste, asbestos, urea formaldehyde foam insulation, radon gas and PCB's, or any other contaminant or pollutant, including any substance from time to time defined as a contaminant or pollutant or as a hazardous or toxic substance or material under any environmental law.

"Landlord": the party named in Paragraph 1 of the Basic Terms and its authorized representatives.

"Lands": the lands described in Schedule "C", and any easements, rights and appurtenances thereto, as they may be altered from time to time.

"Leasable Area": the leasable area of the building situated on the Leased Premises, which leasable area is set out under Paragraph 6 of the Basic Terms.

"Leased Premises" means the Lands and the Building (including all levels of the Building below grade and above grade).

"Lease Year": a period of twelve (12) consecutive full calendar months. The first Lease Year starts on the Commencement Date. The last Lease Year will end at the end of the Term.

"Mortgagee": a creditor that holds all or part of the Leased Premises as security, but a creditor, chargee or security holder of Tenant is not a Mortgagee.

"Operating Costs": the total amounts incurred by or on behalf of the Landlord in owning, insuring, operating, cleaning, administering, managing, supervising, maintaining, repairing and replacing the Leased Premises.

"Person": any person, firm, partnership, corporation or other legal entity, including any combination of them.

"Prime Rate": the annual rate of interest from time to time publicly quoted by the Toronto-Dominion Bank as its reference rate of interest (commonly known as its "prime rate") for determining rates of interest chargeable in Toronto on Canadian dollar demand loans to commercial customers.

"Province": the Province of Ontario.

"Public Corporation": a corporation whose shares are traded and listed on a recognized stock exchange in Canada or the United States.

"Realty Taxes": the total of: (a) all real property taxes or charges (including local improvement taxes) from time to time imposed in respect of all or any part of the Leased Premises by a taxing Authority, whether federal, provincial, municipal or otherwise, and any other amounts that may be imposed instead of or in addition to them, whether against the Landlord or the Tenant and whether or not similar, in existence at the Commencement Date, or within the contemplation of the parties; and (b) all consulting, appraisal, legal and other costs reasonably incurred in attempting to minimize or reduce those amounts. Realty Taxes do not include corporate, income, profits or excess profits taxes assessed upon the income of the Landlord except those that may be imposed instead of or (so long as they are based on real property) in addition to the taxes and charges described above.

"Released Persons": the Landlord and any Mortgagee, and each of their respective directors, officers, employees (while in the ordinary course of their employment) and agents. In connection with any release or other exculpatory language or an indemnity in favour of the Released Persons, the Landlord is the agent or trustee of and for the benefit of the Mortgagee and all of the directors, officers, employees and agents mentioned above.

"Rent": Basic Rent and Additional Rent.

"Rules and Regulations": the rules and regulations passed and revised by the Landlord from time to time.

"Sales Taxes": harmonized sales tax, goods and services taxes, value-added taxes, multi-stage taxes, business transfer taxes or other similar taxes however they are characterized.

"Secured Claim": a construction or other lien or claim, a fixed or floating charge, mortgage, security interest, debenture or other encumbrance, or a notice of any of them.

"Sign": any sign, advertisement, picture, notice, lettering or decoration.

"Stipulated Rate": the annual rate of interest that is the lesser of (a) the Prime Rate plus three (3) percentage points and (b) the maximum rate permitted by law.

"Tenant": the party named as Tenant in Paragraph 3 of the Basic Terms. "Tenant" includes, where the context allows, the officers, directors, employees, agents, invitees, and licensees of the Tenant, and those over whom the Tenant may reasonably be expected to have control.

"Term": the period set out in Paragraph 7 and 8 of the Basic Terms.

"Transfer": (a) an assignment, sale, conveyance, sublease, licensing or other disposition, or a mortgage, charge or debenture (floating or otherwise) or other encumbrance of this Lease or any interest in it or all or any part of the Leased Premises (whether by operation of law or otherwise), or of any interest in a partnership that is a Tenant under this Lease; (b) a parting with or sharing of possession of all or part of the Leased Premises (including further subleases by subtenants and assignments of subleases); (c) a transfer or issue by sale, subscription, assignment, bequest, inheritance, operation of law or other disposition, of all or part of the shares of the Tenant or any of its affiliates (as currently defined under the

Canada Business Corporations Act) which results in a change in the effective voting control of the Tenant; or (d) a merger, amalgamation or other similar corporate reorganization involving the Tenant. "Transferor" and "Transferee" have corresponding meanings.

"Utilities": water, hydro, gas, power, telephone and any other utilities used or consumed in the Leased Premises.

SCHEDULE "B"

LEGAL DESCRIPTION

PIN: 53117-0084 (LT)

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; STRATFORD.

SCHEDULE "C"

RULES AND REGULATIONS

The Tenant will at its expense:

- (A) keep the inside and outside of the Leased Premises clean;
- (B) promptly replace any cracked or broken window glass of the Leased Premises;
- (C) keep the Leased Premises free of pests; and
- (D) have garbage removed from the Leased Premises on a regular basis, and until removed, keep garbage in ratproof containers within the interior of the Leased Premises.

The Tenant will not:

- (1) commit or permit waste upon or damage to the Leased Premises or any nuisance or other act that disturbs the quiet enjoyment of tenants or occupants of adjoining property;
- (2) do anything that may damage the Leased Premises nor permit odours, vapours, steam, water, vibrations, noises or other undesirable effects to come from the Leased Premises;
- (3) permit accumulations of garbage, trash, rubbish or other refuse within or outside the Leased Premises; and
- (4) use any part of the Leased Premise for lodging, sleeping or any illegal purposes.

APPENDIX J

Licensed Insolvency Trustee

Ira Smith

Phone: 905.738.4167 ext. 111
Email: ira@irasmithinc.com

October 16, 2023

VIA REGISTERED MAIL AND EMAIL larsen@big3equity.ca

The Hub Stratford Inc.
27-31 Market Place
Stratford, ON N5A 1A4

Attention: Mr. K. Larson

Dear Sirs

**27-31 Market Place, Stratford, ON NSA 1A4 (the “Real Property”)
NOTICE OF DEFAULT UNDER COMMERCIAL LEASE**

As you are aware, on September 15, 2023, on consent, by Order of the Ontario Superior Court of Justice, Ira Smith Trustee & Receiver Inc. was appointed the Receiver of the Real Property registered in the name of Larson Properties Partnership Corp. (the “Receiver”). We are currently in the process of obtaining information regarding the Real Property and your tenancy.

At this time, we are writing to address a matter of significant concern regarding your tenancy at the Real Property. This letter serves as formal notice of your default under the terms and conditions of the Commercial Lease Agreement between Larson Properties Partnership Corp. as Landlord and The Hub Stratford as Tenant dated March 21, 2019 (the “Commercial Lease Agreement”). The Commercial Lease Agreement we are relying upon was included as Exhibit “F” to the Affidavit of Kevin Larson, sworn August 30, 2023. In that sworn Affidavit, Mr. Larson deposed that it is a true copy of the existing lease.

As stipulated in the Commercial Lease Agreement, you are obligated to pay to us as Receiver, standing in the shoes of the Landlord, by the 1st of every month the following:

1. Monthly Basic Rent in the amount of \$32,439.00.
2. Leasehold Improvement Loan in the amount of \$10,198.34.
3. Equipment Loan in the amount of \$12,986.87.
4. Realty Taxes.

Unfortunately, you have failed to fulfill this essential obligation for at least the month of October 2023. We confirm receipt of the 1000338135 Ontario Inc. cheque no. 36820 dated October 16, 2023 in the amount of \$10,000.00. Today we have deposited that cheque on account of the October 2023 rent. Our cashing of the cheque, should it clear your bank, is not a waiver of your default or your other obligations under the Commercial Lease Agreement or of any of our rights as Receiver.

This non-payment of rent is an Event of Default under the Commercial Lease Agreement. To remedy this situation and avoid further legal action, you are hereby provided with a grace period of five (5) days from the date of this letter to pay the above-noted amounts directly to us, plus interest at the Stipulated Rate (as defined in the Commercial Lease Agreement) from the due date to the date of payment. **Payment to any other party will not relieve you of your liability.**

If you fail to comply with this notice and do not cure the default by the specified date of October 21, 2023, we will be left with no choice but to avail ourselves of all of our rights, including the termination of the Commercial Lease Agreement, re-enter and re-possess the Real Property, and seek all other relief available to the Landlord.

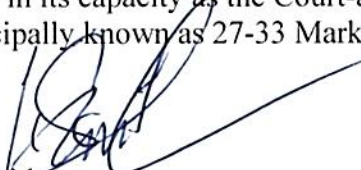
For greater certainty, this letter does not relieve you as Tenant of all of your other responsibilities under the Commercial Lease Agreement. It also is without prejudice to our rights to raise other Events of Default as they are learned of.

It is our sincere hope that we can avoid any further legal action and maintain a positive Landlord-Tenant relationship. We strongly urge you to take immediate action to rectify this default.

Yours truly

IRA SMITH TRUSTEE & RECEIVER INC.
solely in its capacity as the Court-appointed Receiver of the Real Property
municipally known as 27-33 Market Square, Stratford, Ontario

Per:


Ira Smith
President

Mr. J. Gelink - jason@big3equity.ca
Mr. D. M. Steele - dms@kwlaw.net
Mr. O. Chaimovitch - oren.chaimovitch@devrylaw.ca
Ms. M. Lici - mlici@airdberlis.com
Mr. I. Aversa - iaversa@airdberlis.com
Mr. I. Lavrence - ivanl@benningtonfinancial.ca
E. & O.E.

APPENDIX K

Brandon Smith

From: Kevin Gary Larson <larson@big3equity.ca>
Sent: October 25, 2023 3:13 PM
To: Brandon Smith; Ira Smith
Subject: 31 Market PI - Proposal

Hello to you both,

My proposal, at this moment, is to vacant the premise, with operational shut down on November 13th and completion of removal of items, etc on November 15th at 5pm. I feel this would be of the best benefit for the building to be sold.

To allow for this smooth transaction to happen, I would like to offer \$3,700 NET per week, on Mondays starting this Monday as a good will gesture until our departure. I am able to justify this based on the sales that the tenancy is currently experience, unrelated to any insurance proceeds. IF in fact we receive significant funds before this date I will arrange a call to discuss alternative solutions or a longer plan, however I understand the hands are tied for obvious reasons.

This would allow us to properly assist with the layoff of the staff, movement of items unrelated to any leases and also remove perishable foods, etc. This would also allow us to communicate with Bennington on items they would like out vs staying in place for the future buyer.

I would also like to be able, if possible, to assist on the sale of the building, if required as I know much of the inner workings. I understand that you have hired a new real estate agency and if I am in need of any explanations I would like to help if possible.

I understand this is the best solution to sell the building, as the tenancy in place cannot justify the building at this time.

Please advise when able,

Thank you.

Kevin Larson

APPENDIX L



IRA SMITH
TRUSTEE & RECEIVER INC.

STARTING OVER, STARTING NOW

167 Applewood Cres. Suite 6, Concord, ON L4K 4K7
Phone: 905.738.4167
Fax: 905.738.9848
irasmithinc.com

Licensed Insolvency Trustee

Ira Smith

Phone: 905.738.4167 ext. 111

Email: ira@irasmithinc.com

October 27, 2023

VIA EMAIL larson@big3equity.ca

The Hub Stratford Inc.
27-31 Market Place
Stratford, ON N5A 1A4

Attention: Kevin Larson

The Hub Stratford (Patio)
33 Market Place
Stratford, ON N5A 1A4

Attention: Mr. K. Larson

The Hub Butchery
33 Market Place
Stratford, ON N5A 1A4

Attention: Kevin Larson

Dear Sir:

Re: Lease Agreement (the "Head Lease") dated March 21, 2019 between Larson Properties Partnership Corp., as landlord ("Larson"), and The Hub Stratford Inc., as tenant (the "Head Tenant")

SubLease Agreement dated March 21, 2019 between Larson as sub lessor, and The Hub Stratford (Patio) ("Patio"), as sublessee (the "Patio Sublease")

SubLease Agreement dated March 21, 2019 between Larson, as sub lessor, and The Hub Butchery ("Butchery"), as sublessee (the "Butchery Sublease")

27-31 Market Place, Stratford, ON, N5A 1A4 (the "Premises")

As you know, following an application commenced by Cosman Mortgage Capital Corporation (the "**Applicant**"), and pursuant to an Order of the Ontario Superior Court of Justice dated September 15, 2023, Ira Smith Trustee & Receiver Inc. was appointed as receiver (in such capacity, the "**Receiver**") of the Premises which is legally and beneficially owned by Larson.

We refer to the Receiver's letter to the Head Tenant dated October 16, 2023, a copy of which is appended as Schedule "A" (the "**Termination Letter**"), and your recent communications with the Receiver on October 25, 2023.

The Receiver confirms that pursuant to the Termination Letter, the Receiver has the right to terminate and has terminated the Head Lease effective at the close of business on October 21, 2023. Accordingly, neither the Head Tenant nor Patio and Butchery (each a "**Subtenant**" and collectively, the "**Subtenants**") have any right to use or occupy the Premises.

Notwithstanding such termination, the purpose of this letter is to set out the terms and conditions up upon which the Receiver is prepared to grant to the Head Tenant and the Subtenants a limited license (the "**License**") to use and occupy the Premises up to 5:00 p.m. on November 15, 2023, at which time they must be vacated, which terms and conditions are as follows:

1. **Acknowledgements.** The Tenant and the Subtenants acknowledge, confirm and agree that:
 - a. The Tenant has defaulted under the Lease, and the Receiver has not waived any such defaults;
 - b. The Receiver has terminated the Head Lease;
 - c. None of the Head Tenant nor the Subtenants has any right to use or occupy the Tenants otherwise in accordance with the terms hereof;
 - d. Neither the Head Tenant nor the Subtenants have any claim of any nature or kind whatsoever against the Applicant, the Receiver and/or the Receiver's legal counsel (collectively, the "**Receiver Parties**"), including, without limitation, claims for damages, contribution or indemnity, expenses, accounts, liens, taxes, recoveries, and obligations whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise (collectively, "**Claims**");
 - e. The Head Tenant and the Subtenants are hereby estopped from bringing any Claims against any of the Receiver Parties save and except for any breach of the Receiver's obligations hereunder.
2. **Grant of License.** Subject at all times to the terms and conditions set forth herein, the Receiver hereby grants to the Head Tenant and the Subtenants only a license to use and occupy the Premises to carry on their respective businesses in accordance with past practices.
3. **License Fee and Payment.** In consideration for the grant of the License as provided herein, the Head Tenant and the Subtenants jointly and severally agree to pay to the Receiver a license fee (the "**License Fee**") in the amount of ~~\$11,200 plus~~ **\$11,100.00** HST by bank draft, cash or certified cheque as follows:

including

- W
- a. The sum of \$3,700 ~~plus HST~~ on by no later than noon on October 30, 2023;
 - b. The sum of \$3,700 ~~plus HST~~ on by no later than noon on November 6, 2023; and
 - c. The sum of \$3,700 ~~plus HST~~ on by no later than noon on Friday, November 10, 2023.

Payment of the License Fee shall be made by direct deposit at any branch of The Toronto-Dominion Bank into the into the Receiver's trust bank account detailed in Schedule "B" appended to this letter.

Damage to Premises/Fixtures and Furnishings. The Head Tenant and the Subtenants shall be jointly and severally liable for:

- d. Keeping the Premises and fixtures and furnishings located thereon in good working order;
 - e. Keeping the Premises clean, tidy and free from all garbage and debris;
 - f. All damage caused to the Premises and/or the fixtures and furnishings located thereon caused by them or any of their employees, agents and/or invitees.
4. **Insurance.** From the date of this letter and until the Termination Date, the Head Tenant and Subtenants shall maintain, in full force and effect, liability insurance satisfactory to the Receiver in respect of the Premises satisfactory to the Receiver. Upon request, the Head Tenant and the Subtenants shall provide evidence of such insurance to the Receiver.
5. **Fixtures.** The Head Tenant and Subtenants shall not remove and shall ensure that none of their employees, agents or invitees remove any furniture or fixtures from the Premises without the Receiver's prior written permission.
6. **Termination of License.** The License shall terminate immediately and without any notice to the Head Tenant or the Subtenants on the earlier of (the "**Termination Date**"):
- a. 5:00 p.m. on November 15, 2023; and
 - b. Default by the Head Tenant or either of the Subtenants of their obligations set forth herein,
7. **Surrender of Premises.**
- a. The Head Tenant and Subtenants shall surrender and vacate the Premises to the Receiver or its agent on the Termination Date and return all keys to the Premises to the Receiver.
 - b. Upon vacating the Premises, the Tenant and Subtenants shall remove, at their sole cost and expense, all perishables, liquor, garbage and debris and leave the Premises in a clean and broom-swept condition in the same condition as the Premises was received by the Head Tenant and the Subtenants.

8. **Consignment Items.** The Head Tenant and the Subtenants shall immediately provide to the Receiver a list of consignment items located at the Premises together with all supporting documentation. The Head Tenant and the Subtenants shall take such steps as may be necessary or required to return such consignment items to consignors on the Termination Date.
9. **Access to the Premises.** The Head Tenant and the Subtenants shall provide access to the Premises to the Receiver and its agents for the purposes of ensuring that the Head Tenant and the Subtenants are complying with their obligations hereunder, for general inspection purposes or for showings to real estate agents, appraisers and potential purchasers.

If you are in agreement with the terms set forth above, kindly sign and return a duplicate counterpart of this letter to the Receiver prior to 10:00 a.m. on October 30, 2023.

Yours truly,
**Ira Smith Trustee & Receiver Inc., solely in its capacity
as Court-appointed Receiver of Property registered
in the name of Larson Properties Partnership Corp.,
and not in its personal or corporate capacity**

By: _____

ACCEPTED AND AGREED by the undersigned this 30 day of October, 2023.

THE HUB STRATFORD INC.

By: _____
Kevin Larson, Authorized Signing Officer

THE HUB BUTCHERY

By: _____
Kevin Larson, Authorized Signing Officer

THE HUB STRATFORD (PATIO)

By: _____
Kevin Larson, Authorized Signing Officer

Enc.



Licensed Insolvency Trustee

Ira Smith
Phone: 905.738.4167 ext. 111
Email: ira@irasmithinc.com

October 16, 2023

VIA REGISTERED MAIL AND EMAIL larsen@big3equity.ca

The Hub Stratford Inc.
27-31 Market Place
Stratford, ON N5A 1A4

Attention: Mr. K. Larson

Dear Sirs

27-31 Market Place, Stratford, ON NSA 1A4 (the "Real Property")
NOTICE OF DEFAULT UNDER COMMERCIAL LEASE

As you are aware, on September 15, 2023, on consent, by Order of the Ontario Superior Court of Justice, Ira Smith Trustee & Receiver Inc. was appointed the Receiver of the Real Property registered in the name of Larson Properties Partnership Corp. (the "Receiver"). We are currently in the process of obtaining information regarding the Real Property and your tenancy.

At this time, we are writing to address a matter of significant concern regarding your tenancy at the Real Property. This letter serves as formal notice of your default under the terms and conditions of the Commercial Lease Agreement between Larson Properties Partnership Corp. as Landlord and The Hub Stratford as Tenant dated March 21, 2019 (the "Commercial Lease Agreement"). The Commercial Lease Agreement we are relying upon was included as Exhibit "F" to the Affidavit of Kevin Larson, sworn August 30, 2023. In that sworn Affidavit, Mr. Larson deposed that it is a true copy of the existing lease.

As stipulated in the Commercial Lease Agreement, you are obligated to pay to us as Receiver, standing in the shoes of the Landlord, by the 1st of every month the following:

1. Monthly Basic Rent in the amount of \$32,439.00.
2. Leasehold Improvement Loan in the amount of \$10,198.34.
3. Equipment Loan in the amount of \$12,986.87.
4. Realty Taxes.

Unfortunately, you have failed to fulfill this essential obligation for at least the month of October 2023. We confirm receipt of the 1000338135 Ontario Inc. cheque no. 36820 dated October 16, 2023 in the amount of \$10,000.00. Today we have deposited that cheque on account of the October 2023 rent. Our cashing of the cheque, should it clear your bank, is not a waiver of your default or your other obligations under the Commercial Lease Agreement or of any of our rights as Receiver.

This non-payment of rent is an Event of Default under the Commercial Lease Agreement. To remedy this situation and avoid further legal action, you are hereby provided with a grace period of five (5) days from the date of this letter to pay the above-noted amounts directly to us, plus interest at the Stipulated Rate (as defined in the Commercial Lease Agreement) from the due date to the date of payment. **Payment to any other party will not relieve you of your liability.**

If you fail to comply with this notice and do not cure the default by the specified date of October 21, 2023, we will be left with no choice but to avail ourselves of all of our rights, including the termination of the Commercial Lease Agreement, re-enter and re-possess the Real Property, and seek all other relief available to the Landlord.

For greater certainty, this letter does not relieve you as Tenant of all of your other responsibilities under the Commercial Lease Agreement. It also is without prejudice to our rights to raise other Events of Default as they are learned of.

It is our sincere hope that we can avoid any further legal action and maintain a positive Landlord-Tenant relationship. We strongly urge you to take immediate action to rectify this default.

Yours truly

IRA SMITH TRUSTEE & RECEIVER INC.
solely in its capacity as the Court-appointed Receiver of the Real Property
municipally known as 27-33 Market Square, Stratford, Ontario

Per:

Ira Smith
President

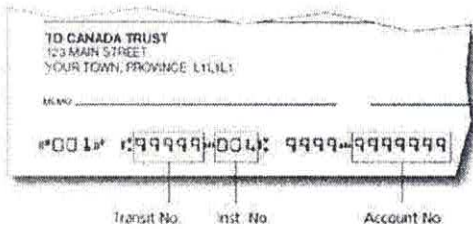
Mr. J. Gelink - jason@big3equity.ca
Mr. D. M. Steele - dms@kwlaw.net
Mr. O. Chaimovitch - oren.chaimovitch@devrylaw.ca
Ms. M. Lici - mlici@airdberlis.com
Mr. I. Aversa - iaversa@airdberlis.com
Mr. I. Lavrence - ivanl@benningtonfinancial.ca
E. & O.E.



TD Canada Trust

Info Sheet

How to Set up Direct Deposits or Pre-Authorized Debits



Customer Name

IRA SMITH TRUSTEE & RECEIVER INC.

Transit No.

1 0 2 5 2

Inst. No.

0 0 4

Account No.

5 3 0 0 1 4 3

APPENDIX M

RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(5283)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.

FILE CURRENCY : 22MAY 2024

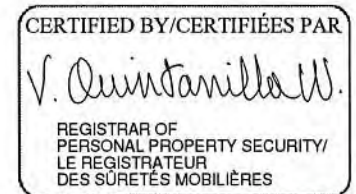
ENQUIRY NUMBER 20240523080804.51 CONTAINS 123 PAGE(S), 5 FAMILY(IES).

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.

AIRD & BERLIS LLP
ATTN: SHANNON MORRIS
HOLD FOR PICK UP
TORONTO ON M5J2T9

CONTINUED...

2



(crf)6 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(5284)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
502288164

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	10		20240129 1534 1793 0923	P PPSA	10

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME LARSON PROPERTIES PARTNERSHIP CORP.

04 ADDRESS 21 MARKET PLACE STRATFORD ONTARIO CORPORATION NO. ON N5A1A4

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT NORTH KEGS CORPORATION

09 ADDRESS 4060 RIDGEWAY DRIVE, UNIT 12 MISSISSAUGA ON L5L5X9

COLLATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10							X	63960			X

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

13 GENERAL NORTH KEGS AGREES TO LEASE TO THE LESSEE, AND THE LESSEE AGREES TO
14 COLLATERAL LEASE FROM NORTH KEGS, THE KEGS
15 DESCRIPTION (INDIVIDUALLY CALLED A KEG AND COLLECTIVELY CALLED THE KEGS)

16 REGISTERING NORTH KEGS CORPORATION
17 AGENT

ADDRESS 4060 RIDGEWAY DRIVE, UNIT 12-14 MISSISSAUGA ON L5L5X9

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

CONTINUED...

3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(5285)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
502288164

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	10		20240129 1534 1793 0923		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL DESCRIBED IN EACH SCHEDULE EXECUTED FROM
14 COLLATERAL TIME-TO-TIME PURSUANT TO THIS MASTER AGREEMENT AND SUBSTANTIALLY IN
15 DESCRIPTION THE FORM ATTACHED HERETO AS

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(5286)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
502288164

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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003 10 20240129 1534 1793 0923

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL EXHIBIT A (A SCHEDULE) OR SUCH OTHER FORM AS THE PARTIES MAY AGREE.

14 COLLATERAL EACH LEASE OF KEYS DESCRIBED IN A

15 DESCRIPTION SCHEDULE (A LEASE) SHALL INCORPORATE ALL OF THE TERMS AND CONDITIONS

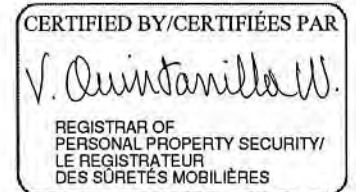
16 REGISTERING
AGENT

17 ADDRESS

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

CONTINUED...

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(crj1fv 05/2022)



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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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(5287)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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00 FILE NUMBER
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	004	10		20240129 1534 1793 0923		

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

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL OF THIS MASTER AGREEMENT, SHALL
14 COLLATERAL CONTAIN SUCH ADDITIONAL TERMS AS THE LESSEE AND NORTH KEYS SHALL
15 DESCRIPTION AGREE UPON, AND SHALL CONSTITUTE

16 REGISTERING AGENT

ADDRESS

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
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PROVINCE OF ONTARIO
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ENQUIRY RESPONSE
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	005	10		20240129 1534 1793 0923		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR 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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11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL AN AGREEMENT SEPARATE AND DISTINCT FROM THIS MASTER AGREEMENT AND
14 COLLATERAL ANY OTHER LEASE. IN THE EVENT OF
15 DESCRIPTION A CONFLICT BETWEEN THE PROVISIONS OF THIS MASTER AGREEMENT AND ANY

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED...

7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
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PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

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TYPE OF SEARCH : BUSINESS DEBTOR
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FILE CURRENCY : 22MAY 2024

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	006	10		20240129 1534 1793 0923		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

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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11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL LEASE, THE PROVISIONS OF THE
14 COLLATERAL LEASE SHALL PREVAIL WITH RESPECT TO THAT LEASE.
15 DESCRIPTION IT IS EXPRESSLY UNDERSTOOD THAT THE KEYS ARE, AND SHALL AT ALL TIMES

16 REGISTERING AGENT ADDRESS

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

CONTINUED...

8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj11v 05/2022)



RUN NUMBER : 144
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ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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(5290)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
502288164

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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007 10 20240129 1534 1793 0923

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT

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 REMAIN, PERSONAL PROPERTY OF
14 COLLATERAL NORTH KEGS. THE LESSEE SHALL HAVE NO RIGHT, TITLE OR INTEREST IN THE
15 DESCRIPTION KEGS EXCEPT AS EXPRESSLY PROVIDED

16 REGISTERING
AGENT

17 ADDRESS

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

CONTINUED...

9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

RUN NUMBER : 144
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PROVINCE OF ONTARIO
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ENQUIRY RESPONSE
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(5291)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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00 FILE NUMBER
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02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR 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 HEREIN. NORTH KEYS MAY APPLY LABELS, PLATES OR OTHER MARKINGS TO THE

14 COLLATERAL KEYS STATING THAT THE KEYS ARE

15 DESCRIPTION OWNED BY NORTH KEYS, AND THE LESSEE SHALL NOT REMOVE THOSE LABELS,

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

10

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(5292)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
502288164

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
009 10 20240129 1534 1793 0923

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

04 ADDRESS

ONTARIO CORPORATION NO.

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

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL PLATES OR OTHER MARKINGS.

14 COLLATERAL
15 DESCRIPTION THIELMANN AND/OR BLEFA KEGS INC. KEGS, SANKEY D VALVES

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

11

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(ej1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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(5293)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
502288164

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
010 10 20240129 1534 1793 0923

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

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT
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
14 COLLATERAL 30L KEGS X 420
15 DESCRIPTION 20L KEGS X 78

16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
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CERTIFICATE

REPORT : PSSR060
PAGE : 12
(5294)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
770318748

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20210304 1402 1462 5898 P PPSA 6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME LARSON PROPERTIES PARTNERSHIP CORP.

04 ADDRESS 25 MARKET PL STRATFORD ONTARIO CORPORATION NO.
ON N5A1A4

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / XEROX CANADA LTD
LIEN CLAIMANT

09 ADDRESS 20 YORK MILLS ROAD, SUITE 500 BOX 700 TORONTO ON M2P2C2

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING PPSA CANADA INC. - (3992)
AGENT ADDRESS 110 SHEPPARD AVE E, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.15

PROVINCE OF ONTARIO
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ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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(5295)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
752301675

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

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME LARSON PROPERTIES PARTNERSHIP CORP.

04 ADDRESS 25 MARKET PLACE STRATFORD ONTARIO CORPORATION NO.
ON N5A 1A4

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / COSMAN MORTGAGE CAPITAL CORPORATION
09 LIEN CLAIMANT

09 ADDRESS UNIT 210 - 2985 DREW ROAD MISSISSAUGA ON L4T 0A7

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING DEVRY, SMITH & FRANK LLP
17 AGENT ADDRESS 100-95 BARBER GREENE ROAD TORONTO ON M3C 3E9

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

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20240417 1047 1590 8938	
21	RECORD REFERENCED	FILE NUMBER	752301675		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS	CORRECT PERIOD
				5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	LARSON PROPERTIES PARTNERSHIP CORP.		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEE	BUSINESS NAME			
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
10	CONSUMER GOODS	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR	NO. FIXED MATURITY DATE	
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION	YEAR MAKE	MODEL	V.I.N.	
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	DEVRY, SMITH & FRANK LLP (JM) 100-95 BARBER GREENE ROAD	TORONTO	ON M3C 3E9

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

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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CERTIFICATE

REPORT : PSSR060
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(5297)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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
06 NAME 23FEB1987 KEVIN G LARSON

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

08 SECURED PARTY / EQUIREX, A DIVISION OF BENNINGTON FINANCIAL CORP.
09 LIEN CLAIMANT

ADDRESS 101-1465 NORTH SERVICE RD E OAKVILLE ON L6H 1A7

10 COLLATERAL CLASSIFICATION 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.
17 AGENT ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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CERTIFICATE

REPORT : PSSR060
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(5298)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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
002 35 20190523 1038 1901 7059

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME M PLACE HOSPITALITY CORP.

04 ADDRESS 305-10 DOWNIE ST. FESTIVAL SQ STRATFORD ONTARIO CORPORATION NO.
ON N5A 7K4

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME BARD STEAKHOUSE, THE HUB

07 ADDRESS 305-10 DOWNIE ST. FESTIVAL SQ STRATFORD ONTARIO CORPORATION NO.
ON N5A 7K4

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL 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. ***

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
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CERTIFICATE

REPORT : PSSR060
PAGE : 17
(5299)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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
003 35 20190523 1038 1901 7059

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME COOPER DEVELOPMENTS (1) INC.

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

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

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

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL 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
17 AGENT ADDRESS

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

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
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ID : 20240523080804.51

PROVINCE OF ONTARIO
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REPORT : PSSR060
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(5300)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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
004 35 20190523 1038 1901 7059

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

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

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

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. ***

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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(5301)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
751488633

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	005	35		20190523 1038 1901 7059		

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION
TRUCK 9 STATION SMOKER ASSY C/W 4 CASTER WHEELS 1 20" FIXED DEAD SQUEEGEE GREEN 1 SMALL UTILITY BRUSH RED MEDIUM BRISTLE 1 SHORT HANDLE BRUSH STIFF GREEN 1 51" ULTRA HYGIENE HANDLE PP RED 1 LOBBY

13

14

15

REGISTERING AGENT

16

ADDRESS

17

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

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTREUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 20
(5302)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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
006 35 20190523 1038 1901 7059

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

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT
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 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. ***

CONTINUED...

21

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 21
(5303)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
751488633

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
007 35 20190523 1038 1901 7059

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

03 DEBTOR NAME BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

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

06 DEBTOR NAME BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT 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.

13 GENERAL UTILITY BRUSH GREEN MEDIUM BRISTLE 1 LONG HANDLE BRUSH GREEN 1
14 COLLATERAL DESCRIPTION WALL/FLOOR WASH BRUSH GREEN 4 BULLY BOOT SIZE 10 BLUE 1 SCABBARD
15 CHAIN BELT 1 JET NET 16/3 STITCH POLY 50 METRE 1 POLYBAG SEALER

16 REGISTERING AGENT ADDRESS

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

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

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RUN NUMBER : 144
RUN DATE : 2024/05/23
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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CERTIFICATE

REPORT : PSSR060
PAGE : 22
(5304)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
751488633

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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02 DEBTOR NAME DATE OF BIRTH BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 DEBTOR NAME ADDRESS

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

06 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 DEBTOR NAME ADDRESS

08 SECURED PARTY / LIEN CLAIMANT ADDRESS

09 SECURED PARTY / LIEN CLAIMANT 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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11 MOTOR VEHICLE 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 REGISTERING AGENT ADDRESS

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

CONTINUED...

23

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 23
(5305)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
751488633

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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009 35 20190523 1038 1901 7059

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

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT
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 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. ***

CONTINUED...

24

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.151

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
PAGE : 24
(5306)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
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DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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		BUSINESS NAME		
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ONTARIO CORPORATION NO.

	ADDRESS
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DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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		BUSINESS NAME		
--	--	---------------	--	--

ONTARIO CORPORATION NO.

	ADDRESS
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	SECURED PARTY / LIEN CLAIMANT
--	-------------------------------

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
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GENERAL	SQUEEGEE RED	4 SCOOP LARGE	1 MINI BENCH SCRAPER RED	1 LONG HANDLE
COLLATERAL DESCRIPTION	BRUSH RED	1 51" ULTRA HYGIENE HANDLE	PP GREEN	4 BOOT BEKINA P230
	BLUE SIZE 11	10 18" VR SLEEVES	WHITE 4MIL	1 JET NET 22/3 STITCH

	REGISTERING AGENT
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	ADDRESS
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
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REPORT : PSSR060
PAGE : 25
(5307)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
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01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT
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 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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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



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PROVINCE OF ONTARIO
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REPORT : PSSR060
PAGE : 26
(5308)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

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

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION		MOTOR VEHICLE		AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNT'S OTHER	MATURITY OR	MATURITY DATE

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL DESCRIPTION WITH IMAX DATA CONVERTER, SG300 PELLET SMOKE GENERATOR WITH 16GA STAINLESS CONNECTING PIPE TO SMOKEHOUSE, ROOF MOUNTED POWER EXHAUST SYSTEM, (2) 6-STATION STAINLESS STEEL PRODUCT TRUCK, (12) STAINLESS

REGISTERING AGENT

ADDRESS

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

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27

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
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PROVINCE OF ONTARIO
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REPORT : PSSR060
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(5309)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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00 FILE NUMBER
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01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT

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 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

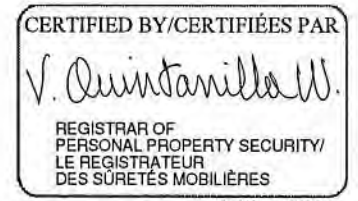
16 REGISTERING
AGENT

17 ADDRESS

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

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(crj1fv 05/2022)

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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 : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT
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 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 SHELVEING 2 ADDITIONAL EPOXY WIRE SHELVES 36

16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 29

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
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PROVINCE OF ONTARIO
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CERTIFICATE

REPORT : PSSR060
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(5311)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR 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. ***

CONTINUED... 30

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
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PROVINCE OF ONTARIO
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REPORT : PSSR060
PAGE : 30
(5312)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

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

05 DEBTOR NAME

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

10

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

CONTINUED...

31

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
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PROVINCE OF ONTARIO
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REPORT : PSSR060
PAGE : 31
(5313)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR 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. ***

CONTINUED... 32

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)



RUN NUMBER : 144
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PROVINCE OF ONTARIO
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CERTIFICATE

REPORT : PSSR060
PAGE : 32
(5314)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

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

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

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

CONTINUED...

33

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
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DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



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PROVINCE OF ONTARIO
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REPORT : PSSR060
PAGE : 33
(5315)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

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

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNT'S OTHER	INCLUDED	MATURITY OR MATURITY DATE

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
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GENERAL COLLATERAL DESCRIPTION	DESCRIPTION
	DISPENSER 6 CAMBRO FOOD STORAGE CONTAINERS - 22 QUARTZ 2 DYMO
	POSTAL SCALE 1 ULINE STANDARD TILT TRUCK - 1/2 CUBIC YARD, GRAY 7
	ULINE THIN TRASH CAN BLACK 2 POST FOR CHROME WIRE SHELVING - 63"

REGISTERING AGENT	ADDRESS
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
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DES SÛRETÉS MOBILIÈRES
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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REPORT : PSSR060
PAGE : 34
(5316)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT

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 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. ***

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

RUN NUMBER : 144
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ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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CERTIFICATE

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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00 FILE NUMBER
751488633

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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021 35 20190523 1038 1901 7059

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

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

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

13 GENERAL 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
17 AGENT ADDRESS

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

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
751488633

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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022 35 20190523 1038 1901 7059

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
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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 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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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
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LIEN CLAIMANT
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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 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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38

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
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DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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024 35 20190523 1038 1901 7059

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
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04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
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08 SECURED PARTY /
09 LIEN CLAIMANT

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 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
17 AGENT

ADDRESS

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

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CERTIFIED BY/CERTIFIÉES PAR
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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11 YEAR MAKE MODEL V.I.N.
12 MOTOR 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 ADDRESS
17

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

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CERTIFIED BY/CERTIFIÉES PAR
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TYPE OF SEARCH : BUSINESS DEBTOR
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026 35 20190523 1038 1901 7059

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

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
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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 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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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

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(5323)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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027 35 20190523 1038 1901 7059

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

04 ADDRESS

ONTARIO CORPORATION NO.

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

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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

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

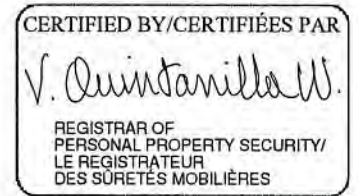
13 GENERAL RABCO BUN PAN 18 X 26 ALUMINUM 4 RABCO BUN PAN 13 X 18 ALUMINUM 4
14 COLLATERAL RABCO BUN PAN 15 X 21 ALUMINUM 2 LIBBEY BELGIAN BEER GLASS 13OZ 1
15 DESCRIPTION LIBBEY BELGIAN BEER GLASS 16OZ 2 BROWNE CUTTING BOARD 18 X 24 PVC 6

16 REGISTERING
17 AGENT ADDRESS

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

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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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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

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

12 MOTOR 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

ADDRESS

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

CONTINUED...

43

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

RUN NUMBER : 144
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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 : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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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

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, ***

CONTINUED...

44

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(erj1fv 05/2022)



RUN NUMBER : 144
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ID : 20240523080804.51

PROVINCE OF ONTARIO
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REPORT : PSSR060
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(5326)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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

04 ADDRESS

ONTARIO CORPORATION NO.

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

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT
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 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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CERTIFIED BY/CERTIFIÉES PAR
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DES SÛRETÉS MOBILIÈRES

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

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

08 SECURED PARTY /
LIEN CLAIMANT

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 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
17 AGENT ADDRESS

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

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CERTIFIED BY/CERTIFIÉES PAR
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PROVINCE OF ONTARIO
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CERTIFICATE

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
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ONTARIO CORPORATION NO.

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ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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 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
17 AGENT ADDRESS

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

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CERTIFIED BY/CERTIFIÉES PAR
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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
033 35 20190523 1038 1901 7059

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

04 ADDRESS

ONTARIO CORPORATION NO.

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

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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 SCALE 6 CUTTING BOARD 2 MAGNETIC 12" WOOD KNIFE BAR 3 GLOVE
14 COLLATERAL DISPENSER 100 MEAT HOOK 2 DUNNAGE SLOTTED 1 CAMSQUARE CONTAINER 1
15 DESCRIPTION KWS-CY-150 BARREL SCALE 150KG 11 METRO MAX 4 21" X 42" STARTER KIT

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 48
(5330)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
751488633

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
034 35 20190523 1038 1901 7059

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

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

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

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 49
(5331)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
751488633

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

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER GOODS MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY NO FIXED MATURITY DATE

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

13 GENERAL DESCRIPTION RUBIS 4 # AF20024266 2 GLASS, EP 6MM RUBIS 4 # AF200024048

16 REGISTERING AGENT ADDRESS

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(orj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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REPORT : PSSR060
PAGE : 50
(5332)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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

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

CONTINUED... 51

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
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DES SÛRETÉS MOBILIÈRES

(erj2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
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PROVINCE OF ONTARIO
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REPORT : PSSR060
PAGE : 51
(5333)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01	002	35		20190704 1517 1902 0949				
21	RECORD REFERENCED	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME			
24	OTHER CHANGE REASON/ DESCRIPTION							
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL SURNAME			
03/06								
04/07		ADDRESS			ONTARIO CORPORATION NO.			
29	ASSIGNOR							
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
09		ADDRESS						
10	COLLATERAL CLASSIFICATION							
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO. FIXED MATURITY DATE
11	MOTOR VEHICLE GENERAL	YEAR	MAKE	MODEL	V.I.N.			
12								
13								
14								
15								
16								
17								

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

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
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DES SÛRETÉS MOBILIÈRES

(orj2fv 05/2022)



RUN NUMBER : 144
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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 : LARSON PROPERTIES PARTNERSHIP 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			
01	003	35		20190704 1517 1902 0949				
21	RECORD REFERENCED	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME						
25	OTHER CHANGE REASON/ DESCRIPTION							
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
03/06	TRANSFEE	BUSINESS NAME						
04/07	ADDRESS				ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
08	ADDRESS							
09	COLLATERAL CLASSIFICATION							
10	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.			
13	GENERAL	EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY						
14	COLLATERAL DESCRIPTION							
15	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS						

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
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PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(orj2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
PAGE : 53
(5335)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	004	35		20190704 1517 1902 0949			
21	RECORD REFERENCED	FILE NUMBER	751488633				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD		
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME		
24							
25	OTHER CHANGE REASON/ DESCRIPTION						
26							
27							
28							
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
03/06							
04/07		ADDRESS			ONTARIO CORPORATION NO.		
29	ASSIGNOR						
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
09		ADDRESS					
10	COLLATERAL CLASSIFICATION						
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.		
12	GENERAL						
13	COLLATERAL DESCRIPTION	INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 5 HVE TRUCK					
14							
15	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS					
16							
17							

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

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(orj2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01	005	35		20190704 1517 1902 0949				
21	RECORD REFERENCED	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME						
25	OTHER CHANGE REASON/ DESCRIPTION							
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
03/06	TRANSFEE	BUSINESS NAME						
04/07	ADDRESS				ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
08	ADDRESS							
09	COLLATERAL CLASSIFICATION							
10	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO. FIXED OR	NO. FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.			
12	GENERAL	9 STATION SMOKER ASSY C/W 4 CASTER WHEELS 1 20" FIXED DEAD SQUEEGEE						
13	COLLATERAL DESCRIPTION	GREEN 1 SMALL UTILITY BRUSH RED MEDIUM BRISTLE 1 SHORT HANDLE BRUSH						
14	DESCRIPTION	STIFF GREEN 1 51" ULTRA HYGIENE HANDLE PP RED 1 LOBBY DUSTPAN W/						
15	REGISTERING AGENT OR							
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS						

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
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REPORT : PSSR060
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(5337)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	006	35		20190704 1517 1902 0949	
21	RECORD FILE NUMBER	751488633			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEE	BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
			INCLUDED	AMOUNT	OR
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
12	GENERAL	BROOM GREEN 1 2KN WHITE TAP SCABBARD 1 ROAST TIER HORN S/S MEDIUM 1			
13	COLLATERAL DESCRIPTION	FDICK BRINE TESTER 0-25% SALOMETER 1 BUTCHER TWINE DISPENSER 2 10"			
14	DESCRIPTION	CIMITER CURVED 1 51" ALUM HDL. GREEN SLEEVE 1 SMALL UTILITY BRUSH			
15	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 56
(5338)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	007	35		20190704 1517 1902 0949	
21	RECORD REFERENCED	FILE NUMBER	751488633		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06		BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO. FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12	GENERAL	GREEN MEDIUM BRISTLE 1 LONG HANDLE BRUSH	GREEN 1 WALL/FLOOR WASH		
13	COLLATERAL DESCRIPTION	BRUSH GREEN 4 BULLY BOOT SIZE 10 BLUE 1 SCABBARD CHAIN BELT 1 JET NET	16/3 STITCH POLY 50 METRE 1 POLYBAG SEALER (USES TAPE-U) 10 TWINE		
14	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 144
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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REPORT : PSSR060
PAGE : 57
(5339)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

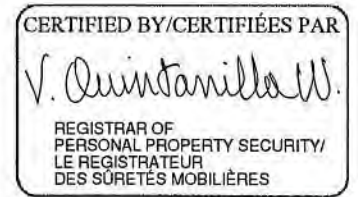
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01	008	35		20190704 1517 1902 0949				
21	RECORD REFERENCED	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME			
24	OTHER CHANGE REASON/ DESCRIPTION							
02/05	DEBTOR/ TRANSFEREE	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME			
03/06								
04/07	ADDRESS				ONTARIO CORPORATION NO.			
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
08								
09	ADDRESS							
10	COLLATERAL CLASSIFICATION							
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO. FIXED OR	FIXED MATURITY DATE
11	MOTOR VEHICLE GENERAL	YEAR	MAKE	MODEL	V.I.N.			
12								
13								
14								
15								
16								
17	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS						

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

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PROVINCE OF ONTARIO
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CERTIFICATE

REPORT : PSSR060
PAGE : 58
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	009	35		20190704 1517 1902 0949			
21	RECORD REFERENCED	FILE NUMBER	751488633				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME					
25	OTHER CHANGE REASON/ DESCRIPTION						
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
03/06	TRANSFEE	BUSINESS NAME					
04/07	ADDRESS				ONTARIO CORPORATION NO.		
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
08	ADDRESS						
09	COLLATERAL CLASSIFICATION						
10	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.		
12	GENERAL	BLUE	LARGE 10 GOWN XL XLONG ELAST CUTT 4MIL WHITE 1 #7 PRO PUMP C/W				
13	COLLATERAL DESCRIPTION	SINGLE NDLE 1	TWINE RED/WHITE 3PLY 1 KG SPOOL 1750 M 3 8" BREAKING				
14	KNIFE CURVED 1 20" FIXED HEAD SQUEEGEE RED 4 SCOOP LARGE 1 MINI BENCH						
15	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS					

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

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 59
(5341)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	010	35		20190704 1517 1902 0949			
21	RECORD REFERENCED	FILE NUMBER	751488633				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME					
25	OTHER CHANGE REASON/ DESCRIPTION						
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
03/06		BUSINESS NAME					
04/07	ADDRESS				ONTARIO CORPORATION NO.		
29	ASSIGNOR						
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
09	ADDRESS						
10	COLLATERAL CLASSIFICATION						
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO. FIXED OR MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.		
12	GENERAL	SCRAPER RED 1 LONG HANDLE BRUSH RED 1 51" ULTRA HYGIENE HANDLE PP					
13	COLLATERAL DESCRIPTION	GREEN 4 BOOT BEKINA P230 BLUE SIZE 11 10 18" VR SLEEVES WHITE 4MIL 1					
14	DESCRIPTION	JET NET 22/3 STITCH POLY 50 METRE 2 TAPE RED PVC 6 6" BONING KNIFE					
15	REGISTERING AGENT OR						
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS					

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

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cri2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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REPORT : PSSR060
PAGE : 60
(5342)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	011	35		20190704 1517 1902 0949			
21	RECORD REFERENCED	FILE NUMBER	751488633				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME					
25	OTHER CHANGE REASON/ DESCRIPTION						
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
03/06	TRANSFEE	BUSINESS NAME					
04/07	ADDRESS				ONTARIO CORPORATION NO.		
29	ASSIGNOR						
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
09	ADDRESS						
10	COLLATERAL CLASSIFICATION						
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO FIXED OR MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.		
13	GENERAL DESCRIPTION	STR STIFF EXTRA WIDE 1 12" DICKORON STEEL SAPP CUT OVAL RED HANDLE 1 PRO SMOKER 'N ROASTER 320T-HVE, E-SERIES VERTICAL SMOKER C/W MAX500 DIGITAL CONTROL WITH IMAX DATA CONVERTER, SG300 PELLET SMOKE					
16	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS					

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

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2tv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
PAGE : 61
(5343)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01	012	35		20190704 1517 1902 0949				
21	RECORD REFERENCED	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME						
25	OTHER CHANGE REASON/ DESCRIPTION							
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
03/06	TRANSFEE	BUSINESS NAME						
04/07	ADDRESS				ONTARIO CORPORATION NO.			
29	ASSIGNOR							
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
09	ADDRESS							
10	COLLATERAL CLASSIFICATION							
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO. FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.			
12	GENERAL	GENERATOR WITH 16GA STAINLESS CONNECTING PIPE TO SMOKEHOUSE, ROOF MOUNTED POWER EXHAUST SYSTEM, (2) 6-STATION STAINLESS STEEL PRODUCT TRUCK, (12) STAINLESS STEEL SCREENS AND (60) STAINLESS STEEL V-SHAPED						
13	COLLATERAL DESCRIPTION							
14	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS						

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

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CERTIFIED BY/CERTIFIÉES PAR
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RUN NUMBER : 144
RUN DATE : 2024/05/23
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PROVINCE OF ONTARIO
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REPORT : PSSR060
PAGE : 62
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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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	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME						
25	OTHER CHANGE REASON/ DESCRIPTION							
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
03/06	TRANSFEE	BUSINESS NAME						
04/07	ADDRESS				ONTARIO CORPORATION NO.			
29	ASSIGNOR							
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
09	ADDRESS							
10	COLLATERAL CLASSIFICATION							
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO. FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.			
13	GENERAL	STICKS 1 EPOXY WIRE SHELVING UNIT 8 PLASTIC SHELF LINER 36 X 18" 6						
14	COLLATERAL DESCRIPTION	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. ***

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CERTIFIED BY/CERTIFIÉES PAR
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LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(orig 05/2022)

RUN NUMBER : 144
RUN DATE : 2024/05/23
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
PAGE : 63
(5345)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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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	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEEE	BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO. FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12	GENERAL DESCRIPTION	CROSS-STACK TUB RED 1 BAG TAPER 3/8" CAPACITY 18 CAMBRO FOOD STORAGE CONTAINERS - 2 QUARTZ 1 WIRE BASKET SHELVING 2 ADDITIONAL EPOXY WIRE SHELVES 36 X 18" ZINC 6 CAMBRO FOOD STORAGE CONTAINERS - 8 QUARTZ 6			
13	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
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LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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01	015	35	20190704 1517 1902 0949		
21	RECORD REFERENCED	FILE NUMBER	751488633		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
23				
24				

25 OTHER CHANGE REASON/ DESCRIPTION

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05				
03/06				
04/07				

ONTARIO CORPORATION NO.

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

09 COLLATERAL CLASSIFICATION

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

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

12 GENERAL DESCRIPTION
13 CAMBRO FOOD STORAGE CONTAINER LID - 8 QUARTZ 1 ADVANCE FLOOR CLEANING MACHINE 1 TEMPERATURE GUN 4 ULINE THIN TRASH CAN 1 SANITIZING FOOTBATH MAT 2 ALL PURPOSE ACRYLIC DISPENSER - MULTI-COMPARTMENT 3

14 REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT ADDRESS

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
PAGE : 65
(5347)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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01	016	35		20190704 1517 1902 0949	
02	FILE NUMBER	751488633			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE	
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
13	GENERAL	RUBBERMAID SCOOP - PLASTIC 1 ULINE THIN TRASH CAN BLUE 1 CHROME WIRE			
14	COLLATERAL DESCRIPTION	SHELVE - 36 X 18" PART OF KIT 1 36 X 18 WIRE BASKET 3/CT PART OF KIT			
15	DESCRIPTION	2 CASTERS FOR OPEN WIRE SHELVE UNIT - SET OF 4 12 CAMBRO FOOD			
16	REGISTERING AGENT OR				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)



RUN NUMBER : 144
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PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
PAGE : 66
(5348)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	017	35	20190704 1517 1902 0949			
21	RECORD REFERENCED	FILE NUMBER	751488633		RENEWAL YEARS	CORRECT PERIOD
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED			
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	
24	OTHER CHANGE REASON/ DESCRIPTION					
02/05	DEBTOR/ TRANSFEREE	BUSINESS NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEEE	BUSINESS NAME				
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	DATE OF MATURITY	NO FIXED MATURITY DATE	
10						
11	MOTOR VEHICLE GENERAL	DESCRIPTION	YEAR MAKE	MODEL	V.I.N.	
12						
13						
14						
15						
16						
17	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS				

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2tv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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REPORT : PSSR060
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(5349)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
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21	RECORD FILE NUMBER	751488633			
22	REFERENCE				
23	DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24	OTHER CHANGE REASON/ DESCRIPTION				
25	DEBTOR/ TRANSFEREE	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
26	DATE OF BIRTH				
27	ADDRESS				ONTARIO CORPORATION NO.
28	ASSIGNOR				
29	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
30	ADDRESS				
31	COLLATERAL CLASSIFICATION				
32	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE	
33	YEAR	MAKE	MODEL	V-I-N.	
34	MOTOR VEHICLE				
35	GENERAL	CART 2 ZINC EPOXY WIRE POSTS WITH FEET - 63" PART OF KIT 1 3M 5300			
36	COLLATERAL DESCRIPTION	CLEANING PAD 6 NEMESIS SAFETY GLASSES 2 ULINE 2-IN-1 TAPE DISPENSER 6			
37	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	CAMBRO FOOD STORAGE CONTAINERS - 22 QUARTZ 2 DYMO POSTAL SCALE 1			
38	ADDRESS				

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

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
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(crj2fv 05/2022)



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PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
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(5350)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
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21	RECORD REFERENCED	FILE NUMBER	751488633				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME					
25	OTHER CHANGE REASON/ DESCRIPTION						
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
03/06	TRANSFEE	BUSINESS NAME					
04/07	ADDRESS				ONTARIO CORPORATION NO.		
29	ASSIGNOR						
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
09	ADDRESS						
10	COLLATERAL CLASSIFICATION						
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO. FIXED OR MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.		
13	GENERAL DESCRIPTION	ULINE STANDARD TILT TRUCK - 1/2 CUBIC YARD, GRAY 7 ULINE THIN TRASH					
14	COLLATERAL DESCRIPTION	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 SECURED PARTY/LIEN CLAIMANT	ADDRESS					

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

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CERTIFIED BY/CERTIFIÉES PAR
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(crj2fv 05/2022)



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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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21	RECORD REFERENCED	FILE NUMBER	751488633		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEE	BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED
					DATE OF MATURITY OR
					NO. FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
13	GENERAL	COUNTER TABLE 22 ST. TROPEZ COUNTER CHAIR 2 72" RECTANGULAR DINING			
14	COLLATERAL DESCRIPTION	TABLEW/ 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/ LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cij2iv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 70
(5352)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	021	35		20190704 1517 1902 0949			
21	RECORD REFERENCED	FILE NUMBER	751488633				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME					
25	OTHER CHANGE REASON/ DESCRIPTION						
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
03/06	TRANSFEE	BUSINESS NAME					
04/07	ADDRESS				ONTARIO CORPORATION NO.		
29	ASSIGNOR						
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
09	ADDRESS						
10	COLLATERAL CLASSIFICATION						
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.		
13	GENERAL	B500 UV AUTOMATIC FILL HUMIDIFIER 1 BR01 & BR02 COOLER/FREEZER COMBO					
14	COLLATERAL DESCRIPTION	1 BR03 FRESH COOLER BOX 1 BR04 PRODUCTION PLANT COOLER BOX 1 BR05 AGING ROOM COOLER BOX 1 BR06 PROCESSING COOLER BOX 1 BR07 PRODUCTION					
16	REGISTERING AGENT OR						
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS					

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cri2lv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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CERTIFICATE

REPORT : PSSR060
PAGE : 71
(5353)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	022	35		20190704 1517 1902 0949	
21	RECORD REFERENCED	FILE NUMBER	751488633		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
23				
24				

25 OTHER CHANGE REASON/ DESCRIPTION

DEBTOR/ TRANSFEREE	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
02/05					
03/06					
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	DATE OF MATURITY	OR	NO. FIXED MATURITY DATE
---------------------------	----------------	-----------	-----------	----------------	------------------------	------------------	----	-------------------------

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11				
12				
13				
14				
15				
16				
17				

GENERAL DESCRIPTION: PLANT COOLER BOX 10 SQUIRREL MAG SWIPE CARDS 1 WORKSTATION 10LXSSD 1 DELL OPTIPLEX 7060 MICRO WINDOWS 10 W/ ESET 2 6710U SCALE W/ POST DISPLAY BUNDLE 2 EPSON TM-P20 MOBILE PRINTER 2 EPSON TM-U220B SERIAL

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

CONTINUED... 72

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REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
PAGE : 72
(5354)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	023	35		20190704 1517 1902 0949			
21	RECORD FILE NUMBER	751488633					
	REFERENCED						
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME					
25	OTHER CHANGE REASON/ DESCRIPTION						
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
03/06	TRANSFEE	BUSINESS NAME					
04/07	ADDRESS				ONTARIO CORPORATION NO.		
29	ASSIGNOR						
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
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 VEHICLE						
13	GENERAL DESCRIPTION	IMPACT PRINTER W/ CUTTER 5 APC UPS 350VA BK350 1 EPSON TM-T88VI					
14	COLLATERAL DESCRIPTION	THERMAL PRINTER 4 HONEYWELL HYPERION 1300G BARCODE READER KIT 2 APC					
15	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	PRINTER DRIVEN CASH DRAWER VASARIO DUAL MEDIA SLOT 1616 1 APC UPS					
17	ADDRESS						

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

CONTINUED...

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LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
PAGE : 73
(5355)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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01	024	35		20190704 1517 1902 0949				
21 RECORD REFERENCED	FILE NUMBER	751488633						
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD			
23 REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME				
24 DEBTOR/ TRANSFEROR	BUSINESS NAME							
25 OTHER CHANGE REASON/ DESCRIPTION								
02/05 DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
03/06	BUSINESS NAME							
04/07	ADDRESS				ONTARIO CORPORATION NO.			
29 ASSIGNOR								
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
09	ADDRESS							
10	COLLATERAL CLASSIFICATION							
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO. FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.			
13	GENERAL DESCRIPTION	1000VA BR1000MS (HOST/MONITOR) 6 BROWNE MIXING BOWL 1.5 QT S/S 6 BROWNE MIXING BOWL 13 QT S/S 6 BROWNE MIXING BOWL 5 QT S/S 6 VOLLRATH BUS BIN LID WHITE 6 RUBBERMAID PG334992WHT BUS BIN 15X20X5 WHITE 6						
17	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS						

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

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V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
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(crj2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
PAGE : 74
(5356)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01	025	35		20190704 1517 1902 0949				
21	RECORD REFERENCED	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME						
25	OTHER CHANGE REASON/ DESCRIPTION							
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
03/06	TRANSFEE	BUSINESS NAME						
04/07	ADDRESS				ONTARIO CORPORATION NO.			
29	ASSIGNOR							
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
09	ADDRESS							
10	COLLATERAL CLASSIFICATION							
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO. FIXED OR	FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.			
13	GENERAL DESCRIPTION	BROWNE TONG 9" S/S 4 BROWNE FRENCH WHIP 12" 1 KITCHENAID 4KP26M1XGC STAND MIXER PRO 600 CINNAMON 2 VOLLRATH CUTTING BOARD WHITE 2 VOLLRATH CUTTING BOARD RED 1 VOLLRATH CUTTING BOARD GREEN 1						
17	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS						

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

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REGISTRAR OF
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LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(or)2fv 05/2022

RUN NUMBER : 144
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 75
(5357)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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01	026	35		20190704 1517 1902 0949	
21	RECORD REFERENCED	FILE NUMBER	751488633		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
23				
24				

25 OTHER CHANGE REASON/ DESCRIPTION

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05				
03/06				
04/07				

ONTARIO CORPORATION NO.

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

09 COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE GENERAL DESCRIPTION	YEAR	MAKE	MODEL	V.I.N.
11				
12				
13				
14				
15				
16				
17				

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 76
(5358)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	027	35		20190704 1517 1902 0949	
21	RECORD REFERENCED	FILE NUMBER	751488633		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEE	BUSINESS NAME			
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
10					DATE OF MATURITY OR NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
12	GENERAL	BELGIAN BEER GLASS 13OZ 1 LIBBEY BELGIAN BEER GLASS 16OZ 2 BROWNE			
13	COLLATERAL DESCRIPTION	CUTTING BOARD 18 X 24 PVC 6 RUBBERMAID RCP-2020793 BIN INGREDIENT			
14		124LB MOBILE 1 MVP KSM-42 REFRIGERATED MERCHANDISER 1 TRUE			
15	REGISTERING AGENT OR				
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			
17					

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

CONTINUED...

77

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)

Ontario 

RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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CERTIFICATE

REPORT : PSSR060
PAGE : 77
(5359)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	028	35		20190704 1517 1902 0949			
21	RECORD REFERENCED	FILE NUMBER	751488633				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME					
25	OTHER CHANGE REASON/ DESCRIPTION						
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
03/06	TRANSFEEE	BUSINESS NAME					
04/07	ADDRESS				ONTARIO CORPORATION NO.		
29	ASSIGNOR						
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
09	ADDRESS						
10	COLLATERAL CLASSIFICATION						
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.		
13	GENERAL DESCRIPTION	TSSU-60-16-HC SANDWICH/SALAD PREPARATION REFRIGERATOR 2 MVP KGF-23					
14	COLLATERAL DESCRIPTION	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 SECURED PARTY/LIEN CLAIMANT	ADDRESS					

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

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
PAGE : 78
(5360)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
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21	RECORD FILE NUMBER	751488633						
22	REFERENCED							
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME						
25	OTHER CHANGE REASON/ DESCRIPTION							
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
03/06	TRANSFEE	BUSINESS NAME						
04/07	ADDRESS				ONTARIO CORPORATION NO.			
29	ASSIGNOR							
08	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								
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.			
12	GENERAL DESCRIPTION	NAT BRISTLES 12 PULLMAN PAN 4X12" 3 STRAP 1 COVER FOR 4 X 12" PULLMAN PAN 12 MUFFIN PAN 12-ON 2-3/4" 22GA ALUMINUM STEEL 6 PAN FLAN FLUTED 2" X 1 REMOVABLE 6 ROUND LAYER CAKE PANS 8 X 2 GLAZED 6 ROUND LAYER						
13	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS						

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

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
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DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
PAGE : 79
(5361)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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01	030	35		20190704 1517 1902 0949	
21	RECORD FILE NUMBER	751488633			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEE	BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED
10					DATE OF MATURITY OR
					NO. FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
13	GENERAL	CAKE PANS 10 X 2 GLAZED 1 ADJUSTABLE DOUGH DIVIDER 6-ROW 12 PROOFING			
14	COLLATERAL DESCRIPTION	BASKET 22CM ROUND 1KG 12 PROOFING BASKET 25X16 OVAL 1 KG 4 COUCHE			
15		100% LINEN 36" X 26" 4 SCORING BLADES (LAMES) INDIVIDUAL 4 PLASTIC			
16	REGISTERING AGENT OR				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

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PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 144
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PROVINCE OF ONTARIO
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REPORT : PSSR060
PAGE : 80
(5362)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01	031	35		20190704 1517 1902 0949				
21	RECORD REFERENCED	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME						
25	OTHER CHANGE REASON/ DESCRIPTION							
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
03/06	TRANSFEE	BUSINESS NAME						
04/07	ADDRESS				ONTARIO CORPORATION NO.			
29	ASSIGNOR							
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
09	ADDRESS							
10	COLLATERAL CLASSIFICATION							
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.			
12	GENERAL	BENCH/DOUGH SCRAPER 4 DOUGH SCRAPER WHITE HANDLE 12 18X26X9" H DOUGH						
13	COLLATERAL DESCRIPTION	BOX 1 LID DOUGH BOX 1 SMALL-WARE AS PER QUOTE# ORD013097 DATED APR 9, 2019 2 DIGI CANADA 63934 SM5300B, LINERLESS W/ AUTO-CUTTER 15KG 1						
14	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS						

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2tv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 81
(5363)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01		032	35	20190704	1517 1902 0949				
21	RECORD REFERENCED	FILE NUMBER	751488633						
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME							
25	OTHER CHANGE REASON/ DESCRIPTION								
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
03/06		BUSINESS NAME							ONTARIO CORPORATION NO.
04/07		ADDRESS							
29	ASSIGNOR								
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
09		ADDRESS							
10	COLLATERAL CLASSIFICATION								
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE	
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.				
13	GENERAL DESCRIPTION	KPC2000-06A DIGI SCALE 1 ESCALI M-SERIES NSF SCALE 6 CUTTING BOARD 2 MAGNETIC 12" WOOD KNIFE BAR 3 GLOVE DISPENSER 100 MEAT HOOK 2 DUNNAGE SLOTTED 1 CAM SQUARE CONTAINER 1 KWS-CY-150 BARREL SCALE 150KG 11							
16	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS							

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(cri2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 82
(5364)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01	033	35		20190704 1517 1902 0949				
21	RECORD REFERENCED	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME						
25	OTHER CHANGE REASON/ DESCRIPTION							
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
03/06	TRANSFEEE	BUSINESS NAME						
04/07	ADDRESS				ONTARIO CORPORATION NO.			
29	ASSIGNOR							
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
09	ADDRESS							
10	COLLATERAL CLASSIFICATION							
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO. FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.			
12	GENERAL	METRO MAX 4 21" X 42" STARTER KIT 4 SHELF 2 PIE SERVER PLASTIC HANDLE						
13	COLLATERAL DESCRIPTION	4 PASTRY BAG HD PLASTIC/CANVAS 1 TIP SET 27 PIECE 1 CHOPPER 38" EASY						
14	DESCRIPTION	1 MEASURING SPOON 2 S/S MEASURING CUP SET 2 MEASURING CUP 2 BOUNCER						
15	REGISTERING AGENT OR							
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS						
17								

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cri2fv 05/2022)

RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 83
(5365)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01	034	35	20190704 1517 1902 0949					
21	RECORD REFERENCED	FILE NUMBER	751488633					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME						
25	OTHER CHANGE REASON/ DESCRIPTION							
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
03/06	TRANSFEE	BUSINESS NAME						
04/07	ADDRESS				ONTARIO CORPORATION NO.			
29	ASSIGNOR							
08	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								
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.			
12	GENERAL	MEASURING CUP 2 SLAB, RUBIS 4 # AF20024266 2 GLASS, EP 6MM RUBIS 4 #						
13	COLLATERAL DESCRIPTION	AF200024048 , 1 CUSTOM SC30 SAUSAGE STUFFER 1 NELLA 16643 PASTA						
14	DESCRIPTION	MACHINE EXTRUDER 1 CUSTON DIES 1 NELLA 13153 MEAT MIXER 1 NELLA 11400						
15	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS						
16								
17								

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

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2hv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 84
(5366)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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 REFERENCED	FILE NUMBER	751488633		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEE	BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED
10					DATE OF MATURITY OR
					NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
13	GENERAL	CHEESE CUTTER 1 NELLA 10060 CHEESE CUTTER PARTS 1 NELLA MUSSO ZARA			
14	COLLATERAL DESCRIPTION	5050 FLOOR STANDING ICE CREAM MAKER			
16	REGISTERING AGENT OR				
17	SECURED PARTY/LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 85
(5367)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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 REFERENCED	FILE NUMBER	751488633						
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	LARSON PROPERTIES PARTNERSHIP CORP.						
25	OTHER CHANGE REASON/ DESCRIPTION								
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
03/06		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									
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR	MAKE	MODEL	V.I.N.				
12									
13									
14									
15									
16	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. ***

CONTINUED... 86

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 86
(5368)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
740836584

01 CAUTION FILING PAGE NO. OF PAGES TOTAL MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
001 12 20180622 1636 1616 5211 P PPSA 06

02 DEBTOR NAME DATE OF BIRTH 28MAY1965 FIRST GIVEN NAME DANIEL INITIAL J SURNAME GRAVER

03 BUSINESS NAME ADDRESS 63 WATER ST STRATFORD ONTARIO CORPORATION NO. ON N5A 3B9

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 BUSINESS NAME HERALD HAUS BREWING COMPANY ADDRESS 21 MARKET PL STRATFORD ONTARIO CORPORATION NO. ON N5A 1A4

08 SECURED PARTY / LIEN CLAIMANT EQUIREX LEASING CORP. ADDRESS 101-1465 NORTH SERVICE RD E OAKVILLE ON L6H 1A7

10 COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
X X 21JUN2024

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

13 GENERAL DESCRIPTION PURSUANT TO LEASE AGREEMENT 20000588, ALL PRESENT AND FUTURE
14 COLLATERAL DESCRIPTION EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 20000588 TOGETHER WITH ALL
15 ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

16 REGISTERING AGENT JCLD ONLINE ADDRESS PO BOX 254, STATION B TORONTO ON M5T 2W1

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

CONTINUED... 87

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTREUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 87
(5369)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
740836584

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	12		20180622 1636 1616 5211		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	28MAY1965	DANIEL	J	GRAVER

02

03

BUSINESS NAME

04

ADDRESS

63 WATER ST

STRATFORD

ONTARIO CORPORATION NO.

ON N5A 3B9

05

06

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

BUSINESS NAME

07

ADDRESS

ONTARIO CORPORATION NO.

08

SECURED PARTY /
LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

10

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

11

12

MOTOR VEHICLE

YEAR MAKE

MODEL

V.I.N.

13

14

15

GENERAL COLLATERAL DESCRIPTION
ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE,
ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,

16

17

REGISTERING AGENT

ADDRESS

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

CONTINUED...

88

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 88
(5370)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
740836584

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 12 20180622 1636 1616 5211

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

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL 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
17 AGENT ADDRESS

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

CONTINUED...

89

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 89
(5371)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
740836584

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
004 12 20180622 1636 1616 5211

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

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT

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 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

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 90
(5372)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
740836584

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
005 12 20180622 1636 1616 5211

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

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT
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 MASTERBREW 30 BBL BRIGHT BEER TANK - CUSTOM SELBT030 1 PORTABLE
14 COLLATERAL CIP/TRANSFER PUMP C/W VFD YPORTABLECART4VFD 1 ICS - AIR COOLED
15 DESCRIPTION PACKAGED GLYCOL CHILLER (84,000 BTU/HR OUTPUT - 10HP ICS 100C -

16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.151

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 91
(5373)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
740836584

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
006 12 20180622 1636 1616 5211

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

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

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

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

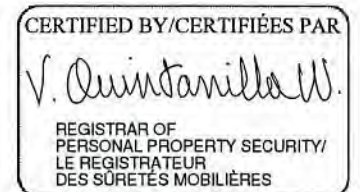
13 GENERAL (10HP) 5 VESSEL MOUNTED TEMPERATURE CONTROLLER YTEMPCONTROLST 1
14 COLLATERAL BREWHOUSE CONTROL PANEL PLC - 2 VESSEL (LT, K/WP) 1 BREWHOUSE
15 DESCRIPTION TRANSFER SYSTEM ZZK BRE-CEL-TRA 1 WORT PUMP - KETTLE/WHIRLPOOL

16 REGISTERING
AGENT
17 ADDRESS

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

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RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.151

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 92
(5374)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
740836584

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	007	12		20180622 1636 1616 5211		

01

02 DEBTOR NAME DATE OF BIRTH BUSINESS NAME 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

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

13 GENERAL YPUMPWORT05TO15 1 WORT PUMP - LAUTER TUN YPUMPWORT05TO15 1 LIQUOR
14 COLLATERAL BLENDING SYSTEM YPMXINGSTATION15030 1 15 BBL PIPING (2 VESSELS)
15 DESCRIPTION YPIP2VSMAN 1 WORT AERATION ASSEMBLY ZZK WORTAERAT 1 15 BBL HEAT

16 REGISTERING AGENT

ADDRESS

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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(5375)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
740836584

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
008 12 20180622 1636 1616 5211

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

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT
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 EXCHANGER COLD LIQUOR/WORT (10 FG LC-150 56 PLATES) XHEXAT10C2056 1
14 COLLATERAL CONTROL PANEL MOUNTING BRACKET YWORKCPANELMOUNT 1 WORK PLATFORM (2
15 DESCRIPTION VESSELS) 1 15 BBL STEAM KETTLE/WHIRLPOOL ZKS015 1 15 BBL LAUTER

16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED... 94

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 94
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
740836584

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
009 12 20180622 1636 1616 5211

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

04 ADDRESS

ONTARIO CORPORATION NO.

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

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL TUN (RAKES, UNDERFLUSH, WCH) ZMTR015 1 COLD LIQUOR PUMP 1
14 COLLATERAL MASTERBREW 30BBL COLD LIQUOR TANK ZCL030.CN 1 HOT LIQUOR PUMP
15 DESCRIPTION YPUMPWORT05TO20 1 MASTERBREW 30BBL HOT LIQUOR TANK ZHL030.CN 1

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(oj1fv 05/2022)

Ontario 

RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
PAGE : 95
(5377)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	010	12		20180622 1636 1616 5211		

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

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

12 VEHICLE

13 GENERAL GRIST HYDRATOR 4" (102 MM) (C/W THERMOMETER) ZGHYDRATOR4 1 350 FLEX

14 COLLATERAL AUGER XAUERFLEX 50 1 FLEX AUGER - UNLOADER, BOOT AND BEARING 1

15 DESCRIPTION 350 FLEX AUGER XAUERFLEX 50 1 POLY GRIST CASE 1 FLEX AUGER -

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(or)1fv 05/2022



RUN NUMBER : 144
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	011	12		20180622 1636 1616 5211		

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

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 UNLOADER, BOOT AND BEARING 1 MALT MILL XMILL2R12LEG 1 WALK-IN
14 COLLATERAL COOLER W/ KEEPRITE CONDENSING UNIT KEZA030H8-T3C C/W KEEPRITE FAN
15 DESCRIPTION UNIT EVAPORATOR KLP423MA-S1 115V 1 TRIAD PACKAGED VERTICAL

16 REGISTERING AGENT ADDRESS

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(ej1fv 05/2022)



RUN NUMBER : 144
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ID : 20240523080804.51

PROVINCE OF ONTARIO
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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00 FILE NUMBER
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01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
012 12 20180622 1636 1616 5211

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

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL FIRE-TUBE STEAM BOILER TRIAD-600-LP 1 KINETICO UP FLOW
14 COLLATERAL DECHLORINATOR 1 EXCALIBER REVERSE OSMOSIS SYSTEM 1 KINETICO CP
15 DESCRIPTION 210S SOFTENER 4 MASTERBREW 30 BBL UNITANK-CUSTOM SELUN030

16 REGISTERING
AGENT
17 ADDRESS

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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01	001	12		20220818 1504 1901 3198				
21	RECORD REFERENCED	FILE NUMBER	740836584					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME DANIEL	INITIAL J	SURNAME GRAVER			
25	OTHER CHANGE REASON/ DESCRIPTION	AMEND GENERAL COLLATERAL AMEND ON MATURITY DATE FROM FIXED MATURITY DATE 2024-06-21 TO FIXED MATURITY DATE 2030-06-21						
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
03/06	TRANSFEE	BUSINESS NAME						
04/07	ADDRESS				ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
08	ADDRESS							
09	COLLATERAL CLASSIFICATION							
10	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO FIXED MATURITY DATE	
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.	21JUN2030		
13	GENERAL COLLATERAL DESCRIPTION	PURSUANT TO LEASE AGREEMENT 20000588 AND 20007205, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 20000588 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS,						
14	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	ESC CORPORATE SERVICES LTD. (BENNINGTON) 445 KING STREET WEST, SUITE 400 TORONTO				ON	M5V 1K4

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

CONTINUED... 99

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(orj2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 99
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	002	12		20220818 1504 1901 319B			
21	RECORD REFERENCED	FILE NUMBER	740836584				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME					
25	OTHER CHANGE REASON/ DESCRIPTION						
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
03/06	TRANSFEE	BUSINESS NAME					
04/07	ADDRESS				ONTARIO CORPORATION NO.		
29	ASSIGNOR						
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
09	ADDRESS						
10	COLLATERAL CLASSIFICATION						
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO. FIXED OR MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.		
13	GENERAL	SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION					
14	COLLATERAL DESCRIPTION						
15	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS					

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

CONTINUED... 100

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(cr)2tv 05/2022



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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CERTIFICATE

REPORT : PSSR060
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(5382)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		003	12	20220818 1504 1901 3198				
21	RECORD REFERENCED	FILE NUMBER	740836584			RENEWAL YEARS	CORRECT PERIOD	
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME						
25	OTHER CHANGE							
26	REASON/							
27	DESCRIPTION							
28								
02/	DEBTOR/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	TRANSFEREE	BUSINESS NAME						
03/								ONTARIO CORPORATION NO.
06		ADDRESS						
04/07								
29	ASSIGNOR							
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
09		ADDRESS						
	COLLATERAL CLASSIFICATION							
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED			
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE		
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.				
12	GENERAL							
13	COLLATERAL							
14	DESCRIPTION							
15	REGISTERING AGENT OR							
16	SECURED PARTY/	ADDRESS						
17	LIEN CLAIMANT							

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

CONTINUED... 101

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(orj2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
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REPORT : PSSR060
PAGE : 101
(5383)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	004	12		20220818 1504 1901 3198	
21	RECORD REFERENCED	FILE NUMBER	740836584		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
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				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE	
10					
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

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

CONTINUED... 102

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2hv 05/2022)

Ontario 

RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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CERTIFICATE

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	005	12		20220818 1504 1901 3198	
21	RECORD REFERENCED	FILE NUMBER	740836584		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL SURNAME
03/06					
04/07		ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09		ADDRESS			
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER	DATE OF MATURITY	NO FIXED MATURITY DATE
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR MAKE	MODEL	V.I.N.	
12					
13					
14					
15					
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS			
17					

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

CONTINUED... 103

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 144
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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01	006	12		20220818 1504 1901 3198			
21	RECORD REFERENCED	FILE NUMBER	740836584				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME					
25	OTHER CHANGE REASON/ DESCRIPTION						
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
03/06		BUSINESS NAME					
04/07		ADDRESS			ONTARIO CORPORATION NO.		
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
08		ADDRESS					
09	COLLATERAL CLASSIFICATION						
10	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO FIXED OR MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.		
12	GENERAL	(10HP) 5 VESSEL MOUNTED TEMPERATURE CONTROLLER YTEMPCONTROLST 1					
13	COLLATERAL DESCRIPTION	BREWHOUSE CONTROL PANEL PLC - 2 VESSEL (LT, K/WP) 1 BREWHOUSE TRANSFER SYSTEM ZZK BRE-CEL-TRA 1 WORT PUMP - KETTLE/WHIRLPOOL					
14	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS					

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

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(orj2lv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 104
(5386)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	007	12		2022081B 1504 1901 3198	
21	RECORD REFERENCED	FILE NUMBER	740836584		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
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				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE
10					
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL	YPUMPWORT05TO15 1	WORT PUMP - LAUTER TUN	YPUMPWORT05TO15 1	LIQUOR
14	COLLATERAL	BLENDING SYSTEM YPMXINGSTATION15030 1	15 BBL PIPING (2 VESSELS)		
15	DESCRIPTION	YPIP2VSMAN 1	WORT AERATION ASSEMBLY ZZK WORTAERAT 1	15 BBL HEAT	
16	REGISTERING AGENT OR				
17	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

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

CONTINUED... 105

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
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(5387)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	008	12		20220818 1504 1901 3198	
21	RECORD REFERENCED	FILE NUMBER	740836584		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEE	BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED
					DATE OF MATURITY OR
					NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
12	GENERAL	EXCHANGER COLD LIQUOR/WORT (10 PG LC-150 56 PLATES) XHEXAT10C2056 1			
13	COLLATERAL	CONTROL PANEL MOUNTING BRACKET YWORKCPANELMOUNT 1 WORK PLATFORM (2			
14	DESCRIPTION	VESSELS) 1 15 BBL STEAM KETTLE/WHIRLPOOL ZKS015 1 15 BBL LAUTER TUN			
15	REGISTERING AGENT OR				
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
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DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)



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PROVINCE OF ONTARIO
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REPORT : PSSR060
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(5388)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01	009	12		20220818 1504 1901 3198				
21	RECORD REFERENCED	FILE NUMBER	740836584					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME						
25	OTHER CHANGE REASON/ DESCRIPTION							
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
03/06	TRANSFEE	BUSINESS NAME						
04/07	ADDRESS				ONTARIO CORPORATION NO.			
29	ASSIGNOR							
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
09	ADDRESS							
10	COLLATERAL CLASSIFICATION							
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.			
13	GENERAL DESCRIPTION	(RAKES, UNDERFLUSH, WCH) ZMTR015 1 COLD LIQUOR PUMP 1 MASTERBREW 30BBL COLD LIQUOR TANK ZCL030.CN 1 HOT LIQUOR PUMP YPUMPWORT05TO20 1 MASTERBREW 30BBL HOT LIQUOR TANK ZHL030.CN 1 GRIST HYDRATOR 4" (102						
17	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS						

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

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
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(crj2fv 05/2022)



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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 : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	010	12		20220818 1504 1901 3198			
21	RECORD REFERENCED	FILE NUMBER	740836584				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME					
25	OTHER CHANGE REASON/ DESCRIPTION						
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
03/06	TRANSFEE	BUSINESS NAME					
04/07	ADDRESS				ONTARIO CORPORATION NO.		
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
08	ADDRESS						
09	COLLATERAL CLASSIFICATION						
10	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.		
12	GENERAL DESCRIPTION	MM) (C/W THERMOMETER) ZGHYDRATOR4 1 350 FLEX AUGER XAUGERFLEX 50 1					
13	COLLATERAL DESCRIPTION	FLEX AUGER - UNLOADER, BOOT AND BEARING 1 350 FLEX AUGER XAUGERFLEX 50 1 POLY GRIST CASE 1 FLEX AUGER - UNLOADER, BOOT AND BEARING 1 MALT					
14	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS					

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

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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01	011	12		20220818 1504 1901 3198	
21	RECORD REFERENCED	FILE NUMBER	740836584		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEE	BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08/09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
12	GENERAL	MILL XMILL2R12LEG 1 WALK-IN COOLER W/ KEEPRITE CONDENSING UNIT			
13	COLLATERAL DESCRIPTION	KEZA030H8-T3C C/W KEEPRITE FAN UNIT EVAPORATOR KLP423MA-S1 115V 1 TRIAD PACKAGED VERTICAL FIRE-TUBE STEAM BOILER TRIAD-600-LP 1			
14	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

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RUN NUMBER : 144
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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 : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	012	12		20220818 1504 1901 3198	
21	RECORD REFERENCED	FILE NUMBER	740836584		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
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				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
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	KINETICO UP FLOW DECHLORINATOR 1 EXCALIBER REVERSE OSMOSIS SYSTEM 1			
14	COLLATERAL	KINETICO CP 210S SOFTENER 4 MASTERBREW 30 BBL UNITANK-CUSTOM SELUN030			
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

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

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 110
(5392)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		2022081B 1933 1902 5665	
21	RECORD REFERENCED	FILE NUMBER	740836584		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	DANIEL	J CRAVER	
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	ADD SECURED PARTY EQUIREX, A DIVISION OF BENNINGTON FINANCIAL CORP. (101-1465 NORTH SERVICE RD E)			
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEE	BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS	101-1465 NORTH SERVICE RD E	OAKVILLE	ON	L6H 1A7
10	COLLATERAL CLASSIFICATION				
	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED OR MATURITY DATE	
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12	GENERAL				
14	COLLATERAL DESCRIPTION				
15	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	ESC CORPORATE SERVICES LTD. (BENNINGTON) 445 KING STREET WEST, SUITE 400	TORONTO	ON M5V 1K4

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

CONTINUED... 111

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

RUN NUMBER : 144
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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REPORT : PSSR060
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(5393)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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FORM ZC FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	12		20220822 1706 1901 3242	
21	RECORD REFERENCED	FILE NUMBER	740836584		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	DANIEL	J GRAVER	
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	AMEND GENERAL COLLATERAL ADD DEBTOR LARSON PROPERTIES PARTNERSHIP CORP. (25 MARKET PL) ADD DEBTOR HERITAGE HOPS BREW CO. INC. (21 MARKETPLACE)			
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEE	BUSINESS NAME	LARSON PROPERTIES PARTNERSHIP CORP.		
04/07	ADDRESS	25 MARKET PL	STRATFORD	ONTARIO CORPORATION NO.	ON N5A 1A4
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		ADDRESS			
09	COLLATERAL CLASSIFICATION	CONSUMER			
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
12	GENERAL COLLATERAL	PURSUANT TO LEASE AGREEMENT 20000588 AND 20007205, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 20000588 AND 20007205			
13	DESCRIPTION	TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS,			
14	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD. (BENNINGTON)			
15	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON M5V 1K4

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

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(erj2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
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REPORT : PSSR060
PAGE : 112
(5394)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	12		20220822 1706 1901 3242	
21	RECORD REFERENCED	FILE NUMBER	740836584		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06		BUSINESS NAME	HERITAGE HOPS BREW CO. INC.		
04/07	ADDRESS	21 MARKETPLACE	STRATFORD	ONTARIO CORPORATION NO.	ON N5A 1A4
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
			INCLUDED	AMOUNT	OR
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
12	GENERAL	SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS			
13	COLLATERAL	OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR			
14	DESCRIPTION	INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT			
15	REGISTERING AGENT OR				
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	003	12		20220822 1706 1901 3242	
21	RECORD REFERENCED	FILE NUMBER	740836584		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFERE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE	
10					
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL	LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL			
14	COLLATERAL	PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES,			
15	DESCRIPTION	INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF			
16	REGISTERING AGENT OR				
17	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

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

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CERTIFIED BY/CERTIFIÉES PAR
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PROVINCE OF ONTARIO
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(5396)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	004	12		20220822 1706 1901 3242	
21	RECORD REFERENCED	FILE NUMBER	740836584		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
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 VEHICLE				
12	GENERAL	PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT			
13	COLLATERAL	DESCRIPTION			
14	DESCRIPTION	OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE			
15	REGISTERING AGENT OR				
16	SECURED PARTY/	ADDRESS			
17	LIEN CLAIMANT				

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

CONTINUED... 115

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2hv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 115
(5397)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	005	12		20220822 1706 1901 3242			
21	RECORD REFERENCED	FILE NUMBER	740836584				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD		
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME		
24	OTHER CHANGE REASON/ DESCRIPTION						
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
03/06		BUSINESS NAME					
04/07		ADDRESS			ONTARIO CORPORATION NO.		
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
08		ADDRESS					
09	COLLATERAL CLASSIFICATION						
10	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	NO FIXED MATURITY DATE
11	MOTOR VEHICLE GENERAL	YEAR	MAKE	MODEL	V.I.N.		
12							
13							
14							
15							
16							
17							

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

CONTINUED... 116

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2lv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 116
(5398)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	006	12		20220822 1706 1901 3242	
21 RECORD REFERENCED	FILE NUMBER	740836584			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23 REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	
25 OTHER CHANGE REASON/ DESCRIPTION					
02/ 05 DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
03/ 06	BUSINESS NAME				ONTARIO CORPORATION NO.
04/07	ADDRESS				
29 ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08					
09	ADDRESS				
10 COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	OR	
11 MOTOR VEHICLE GENERAL	YEAR	MAKE	MODEL	V.I.N.	
12					
13					
14					
15					
16					
17					

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

CONTINUED... 117

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(orj2lv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 117
(5399)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	007	12		20220822 1706 1901 3242	
21 RECORD REFERENCED	FILE NUMBER	740836584			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23 REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME	
24 DEBTOR/ TRANSFEROR	BUSINESS NAME				
25 OTHER CHANGE					
26 REASON/					
27 DESCRIPTION					
28					
02/ DEBTOR/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05 TRANSFEREE	BUSINESS NAME				
03/					
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29 ASSIGNOR					
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
09	ADDRESS				
10 COLLATERAL CLASSIFICATION					
CONSUMER					
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR NO FIXED MATURITY DATE
11 MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.	
12 GENERAL					
13 DESCRIPTION					
14 COLLATERAL					
15 DESCRIPTION					
16 REGISTERING AGENT OR					
17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS				

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

CONTINUED... 118

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(orj2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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(5400)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	008	12		20220822 1706 1901 3242	
21	RECORD REFERENCED	FILE NUMBER	740836584		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
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				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10					
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL	EXCHANGER COLD LIQUOR/WORT (10 PG LC-150 56 PLATES) XHEXAT10C2056 1			
14	COLLATERAL	CONTROL PANEL MOUNTING BRACKET YWORKCPANELMOUNT 1 WORK PLATFORM (2			
15	DESCRIPTION	VESSELS) 1 15 BBL STEAM KETTLE/WHIRLPOOL ZKS015 1 15 BBL LAUTER TUN			
16	REGISTERING AGENT OR				
17	SECURED PARTY/LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

119

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2tv 05/2022)

Ontario 

RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 119
(5401)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	009	12		20220822 1706 1901 3242	
21 RECORD REFERENCED	FILE NUMBER	740836584			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23 REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME	
24 DEBTOR/ TRANSFEROR	BUSINESS NAME				
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					
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10					
11	YEAR	MAKE	MODEL	V.I.N.	
12 MOTOR VEHICLE					
13 GENERAL	(RAKES, UNDERFLUSH, WCH) ZMTR015	1 COLD LIQUOR PUMP	1 MASTERBREW		
14 COLLATERAL	30BBL COLD LIQUOR TANK ZCL030.CN	1 HOT LIQUOR PUMP	YPUMPWORT05TO20	1	
15 DESCRIPTION	MASTERBREW 30BBL HOT LIQUOR TANK	ZHL030.CN	1 GRIST HYDRATOR 4" (102		
16 REGISTERING AGENT OR					
17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS				

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

CONTINUED... 120

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 120
(5402)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	010	12		20220822 1706 1901 3242	
21 RECORD REFERENCED	FILE NUMBER	740836584			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23 REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME	
24 DEBTOR/ TRANSFEROR	BUSINESS NAME				
25 OTHER CHANGE					
26 REASON/					
27 DESCRIPTION					
28					
02/ DEBTOR/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05 TRANSFEREE	BUSINESS NAME				
03/ TRANSFEREE	BUSINESS NAME				
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29 ASSIGNOR					
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
09	ADDRESS				
10 COLLATERAL CLASSIFICATION					
CONSUMER			MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT
11	YEAR	MAKE	MODEL	V.I.N.	
12					
13 GENERAL					
14 COLLATERAL					
15 DESCRIPTION					
16 REGISTERING AGENT OR					
17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS				

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

CONTINUED... 121

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 121
(5403)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	011	12		20220822 1706 1901 3242	
21	RECORD REFERENCED	FILE NUMBER	740836584		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/	BUSINESS NAME			
03/	TRANSFeree	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL	MILL XMILL2R12LEG 1 WALK-IN COOLER W/ KEEPRIE CONDENSING UNIT			
14	COLLATERAL	KEZA030H8-T3C C/W KEEPRIE FAN UNIT EVAPORATOR KLP423MA-S1 115V 1			
15	DESCRIPTION	TRIAD PACKAGED VERTICAL FIRE-TUBE STEAM BOILER TRIAD-600-LP 1			
16	REGISTERING AGENT OR				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

CONTINUED... 122

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(crj2lv 05/2022)

Ontario 

RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
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(5404)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	012	12		20220822 1706 1901 3242	
21	RECORD REFERENCED	FILE NUMBER	740836584		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
28					
02/	DEBTOR/ TRANSFeree	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05					
03/		BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07		ADDRESS			
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09		ADDRESS			
	COLLATERAL CLASSIFICATION				
	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE	
10		INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	OR	
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12					
13	GENERAL	KINETICO UP FLOW DECHLORINATOR 1 EXCALIBER REVERSE OSMOSIS SYSTEM 1			
14	COLLATERAL	KINETICO CP 210S SOFTENER 4 MASTERBREW 30 BBL UNITANK-CUSTOM SELUN030			
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
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LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080804.51

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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CERTIFICATE

REPORT : PSSR060
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(5405)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
502288164	20240129 1534 1793 0923			
770318748	20210304 1402 1462 5898			
752301675	20190613 1717 1590 8848	20240417 1047 1590 8938		
751488633	20190523 1038 1901 7059	20190704 1517 1902 0949	20201209 1548 1901 0801	
740836584	20180622 1636 1616 5211	20220818 1504 1901 3198	20220818 1933 1902 5665	20220822 1706 1901 3242

11 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj6 05/2022)

RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080806.59

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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(5406)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024
SUB-SEARCH : RETRIEVE REGISTRATIONS RECORDED ON OR AFTER : 27SEP2023

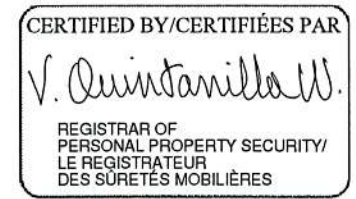
ENQUIRY NUMBER 20240523080806.59 CONTAINS 13 PAGE(S), 2 FAMILY(IES).

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

AIRD & BERLIS LLP
ATTN: SHANNON MORRIS
HOLD FOR PICK UP
TORONTO ON M5J2T9

CONTINUED...

2



(crj6 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080806.59

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(5407)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER					
01	01	001		20240417 1047 1590 8938						
21	RECORD REFERENCED	FILE NUMBER	752301675							
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS	CORRECT PERIOD					
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME						
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	LARSON PROPERTIES PARTNERSHIP CORP.							
25	OTHER CHANGE REASON/ DESCRIPTION									
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
03/06	TRANSFEE	BUSINESS NAME								
04/07	ADDRESS								ONTARIO CORPORATION NO.	
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08										
09	ADDRESS									
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR	NO FIXED MATURITY DATE		
11	MOTOR VEHICLE GENERAL	YEAR	MAKE	MODEL	V.I.N.					
12	VEHICLE DESCRIPTION									
13	GENERAL COLLATERAL DESCRIPTION									
14	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	DEVRY, SMITH & FRANK LLP (JM) 100-95 BARBER GREENE ROAD TORONTO ON M3C 3E9							

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(orj2fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080806.59

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(5408)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
502288164

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	10		20240129 1534 1793 0923	P PPSA	10

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME LARSON PROPERTIES PARTNERSHIP CORP.

04 ADDRESS 21 MARKET PLACE STRATFORD ONTARIO CORPORATION NO. ON N5A1A4

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT NORTH KEGS CORPORATION

09 ADDRESS 4060 RIDGEWAY DRIVE, UNIT 12 MISSISSAUGA ON L5L5X9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		X			63960		X

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL NORTH KEGS AGREES TO LEASE TO THE LESSEE, AND THE LESSEE AGREES TO
14 COLLATERAL LEASE FROM NORTH KEGS, THE KEGS
15 DESCRIPTION (INDIVIDUALLY CALLED A KEG AND COLLECTIVELY CALLED THE KEGS)

16 REGISTERING NORTH KEGS CORPORATION
AGENT

17 ADDRESS 4060 RIDGEWAY DRIVE, UNIT 12-14 MISSISSAUGA ON L5L5X9

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

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080806.59

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(5409)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
502288164

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	10		20240129 1534 1793 0923		

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

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL DESCRIBED IN EACH SCHEDULE EXECUTED FROM
14 COLLATERAL TIME-TO-TIME PURSUANT TO THIS MASTER AGREEMENT AND SUBSTANTIALLY IN
15 DESCRIPTION THE FORM ATTACHED HERETO AS

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080806.59

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(5410)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	10		20240129 1534 1793 0923		

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

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

12 VEHICLE

13 GENERAL EXHIBIT A (A SCHEDULE) OR SUCH OTHER FORM AS THE PARTIES MAY AGREE.

14 COLLATERAL EACH LEASE OF KEGS DESCRIBED IN A

15 DESCRIPTION SCHEDULE (A LEASE) SHALL INCORPORATE ALL OF THE TERMS AND CONDITIONS

16 REGISTERING AGENT

ADDRESS

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080806.59

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
PAGE : 6
(5411)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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00 FILE NUMBER
502288164

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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004 10 20240129 1534 1793 0923

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

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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 OF THIS MASTER AGREEMENT, SHALL
14 COLLATERAL CONTAIN SUCH ADDITIONAL TERMS AS THE LESSEE AND NORTH KEYS SHALL
15 DESCRIPTION AGREE UPON, AND SHALL CONSTITUTE

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080806.59

PROVINCE OF ONTARIO
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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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

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL AN AGREEMENT SEPARATE AND DISTINCT FROM THIS MASTER AGREEMENT AND
14 COLLATERAL ANY OTHER LEASE. IN THE EVENT OF
15 DESCRIPTION A CONFLICT BETWEEN THE PROVISIONS OF THIS MASTER AGREEMENT AND ANY

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
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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

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL LEASE, THE PROVISIONS OF THE
14 COLLATERAL LEASE SHALL PREVAIL WITH RESPECT TO THAT LEASE.
15 DESCRIPTION IT IS EXPRESSLY UNDERSTOOD THAT THE KEYS ARE, AND SHALL AT ALL TIMES

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080806.59

PROVINCE OF ONTARIO
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(5414)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
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01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
007 10 20240129 1534 1793 0923

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

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL REMAIN, PERSONAL PROPERTY OF
14 COLLATERAL NORTH KEYS. THE LESSEE SHALL HAVE NO RIGHT, TITLE OR INTEREST IN THE
15 DESCRIPTION KEYS EXCEPT AS EXPRESSLY PROVIDED

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 144
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ID : 20240523080806.59

PROVINCE OF ONTARIO
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CERTIFICATE

REPORT : PSSR060
PAGE : 10
(5415)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
502288164

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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

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

03

04 ADDRESS ONTARIO CORPORATION NO.

05

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

07

08 ADDRESS ONTARIO CORPORATION NO.

09

10 SECURED PARTY / LIEN CLAIMANT ADDRESS

11

12 COLLATERAL CLASSIFICATION

13

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

14

15 YEAR MAKE MODEL V.I.N.

16

17 GENERAL COLLATERAL DESCRIPTION

18

19 REGISTERING AGENT ADDRESS

20

21

22

23

24

25

26

27

28

29

30

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

CONTINUED...

11

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080806.59

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
PAGE : 11
(5416)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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009 10 20240129 1534 1793 0923

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

04 ADDRESS

ONTARIO CORPORATION NO.

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

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

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

13 GENERAL PLATES OR OTHER MARKINGS.

14 COLLATERAL DESCRIPTION
15 THIELMANN AND/OR BLEFA KEGS INC. KEGS, SANKEY D VALVES

16 REGISTERING AGENT ADDRESS
17

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

CONTINUED...

12

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
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LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(orj1fv 05/2022)



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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

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FILE NUMBER
502288164

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	010	10		20240129 1534 1793 0923		

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

DEBTOR NAME	BUSINESS NAME
-------------	---------------

ONTARIO CORPORATION NO.

ADDRESS

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

DEBTOR NAME	BUSINESS NAME
-------------	---------------

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT	ADDRESS
-------------------------------	---------

ADDRESS

COLLATERAL CLASSIFICATION		MOTOR VEHICLE		AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNT'S OTHER	INCLUDED	MATURITY OR MATURITY DATE

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

GENERAL

COLLATERAL DESCRIPTION	30L KEGS X 420
------------------------	----------------

DESCRIPTION	20L KEGS X 78
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REGISTERING AGENT	ADDRESS
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ADDRESS

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

CONTINUED...

13

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cr1fv 05/2022)



RUN NUMBER : 144
RUN DATE : 2024/05/23
ID : 20240523080806.59

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
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REPORT : PSSR060
PAGE : 13
(5418)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LARSON PROPERTIES PARTNERSHIP CORP.
FILE CURRENCY : 22MAY 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
752301675	20240417 1047 1590 8938			
502288164	20240129 1534 1793 0923			

2 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj6 05/2022)

APPENDIX N

Brandon Smith

From: Brandon Smith
Sent: November 24, 2023 12:57 PM
To: Miller, Jacque
Cc: Ira Smith; Cameron, Chris; swildgust; 'Leam Hughes'
Subject: RE: Ecolab/Stratford Hub 507963538

Jacque,

Having seen the equipment being clearly marked as “property of Ecolab” and having seen the leases, you are free to remove the equipment with the following requirements:

1. Arrangement for access will be on mutual availability of our property manager, Scott Wildgust of Wildgust Elite Property Management, who is copied (Scott – I will forward you the lease/invoice/serial number paperwork that we received today) please contact our property manager to schedule removal;
2. All disconnection of the equipment is to be done by your representatives, they must be licensed plumbers, electricians and/or gas fitters as may be applicable for the type of disconnection required, they are required to be insured and or have WSIB coverage as may be required;
3. All disconnects and capping of residual water/electrical and/or gas lines are to be done in accordance with all safety and building codes;
4. No damage is to be done to the premises in the process of the disconnection and removal.

BRANDON SMITH, BA, CIRP
LICENSED INSOLVENCY TRUSTEE
Senior Vice-President

167 Applewood Cres. Suite 6, Concord, ON L4K 4K7

P: 905.738.4167 ext.113 | **F:** 905.738.9848

E: brandon@irasmithinc.com

www.irasmithinc.com

Check out our weekly blog and Youtube channel-

<http://www.irasmithinc.com/blog/>

<https://www.youtube.com/c/IraSmithTrustee/videos>



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From: Miller, Jacque <jacqueline.miller@ecolab.com>
Sent: Friday, November 24, 2023 12:30 PM
To: Brandon Smith <brandon@irasmithinc.com>; Cameron, Chris <Chris.Cameron@ecolab.com>
Cc: Ira Smith <ira@irasmithinc.com>
Subject: Re: Ecolab/Stratford Hub 507963538

Hello Brandon

A pleasure to e meet you.

We will only be picking up the dish machines as with new clients we put in new machines so they don't inherit the previous tenants issues. We will be leaving all dispensing equipment at the location.

If you could kindly provide dates available for pick up so we can plan accordingly I would greatly appreciate it. If you require anything further from me please let me know and I will be happy to assist.

Have a wonderful day!

Jacque Miller
District Manager
Southwestern Ontario

Jacque Miller

Territory Manager
Guelph/Kitchener/Waterloo/Surrounding
Canada

ECOLAB 5105 TOMKEN ROAD
MISSISSAUGA, ONTARIO, CANADA, L4W 2X5
T [800-352-5326](tel:800-352-5326) E Jacqueline.miller@ecolab.com

Safety Data Sheets: <https://safetydata.ecolab.com/>
Chemical Safe Handling Training: <http://www.ecolab.com/pages/globally-harmonized-system-training-canada>
Training Videos: https://www.youtube.com/user/everwhereitmatters/playlists?disable_polymer=1

From: Brandon Smith <brandon@irasmithinc.com>
Sent: Friday, November 24, 2023 12:21:29 PM
To: Cameron, Chris <Chris.Cameron@ecolab.com>; Miller, Jacque <jacqueline.miller@ecolab.com>
Cc: Ira Smith <ira@irasmithinc.com>
Subject: RE: Ecolab/Stratford Hub 507963538

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Thanks Chris.

[@Miller, Jacque](#) I was at the site yesterday and did observe in addition to dish machines , detergent pumps and dispensers in some maintenance areas.
It would be helpful to clarify the total number and type of items that Ecolab is seeking to retrieve.

Something for you to consider, another equipment leasing company has, for the time being, chosen to leave their equipment in place at no cost to either party (no rent due to the lessor and no storage being charged by us) to avoid incurring the cost of removal at this time, and to give the option to the future purchaser of the real estate to make arrangements to buy or lease the equipment from its owner. The property will be listed for sale on December 1 and our realtor is of the opinion that the most likely purchaser will be a restaurant user/owner.

For clarity, we are only the receiver of the real estate and our appointment does not confer in us any right in the leases of the former occupants and accordingly our powers to market (and sell with subsequent court order) is limited to the real estate and not any chattels.

Let me know if you are amenable to leaving the equipment in place on the same terms as described, I am happy to arrange a call next week with our respective legal counsel should you have any questions.



BRANDON SMITH, BA, CIRP
LICENSED INSOLVENCY TRUSTEE
Senior Vice-President

167 Applewood Cres. Suite 6, Concord, ON L4K 4K7

P: 905.738.4167 ext.113 | **F:** 905.738.9848

E: brandon@irasmithinc.com

www.irasmithinc.com

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<http://www.irasmithinc.com/blog/>

<https://www.youtube.com/c/IraSmithTrustee/videos>



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From: Cameron, Chris <Chris.Cameron@ecolab.com>
Sent: Friday, November 24, 2023 11:57 AM
To: Brandon Smith <brandon@irasmithinc.com>
Cc: Miller, Jacque <jacqueline.miller@ecolab.com>
Subject: RE: Ecolab/Stratford Hub 507963538

The equipment is dish machines and glass washers.

I have also copied Jacque Miller on this email as she is the district manager and should be your point of communication going forward.

Thank you

From: Brandon Smith <brandon@irasmithinc.com>
Sent: Friday, November 24, 2023 11:39 AM
To: Cameron, Chris <Chris.Cameron@ecolab.com>
Cc: Miller, Jacque <jacqueline.miller@ecolab.com>
Subject: RE: Ecolab/Stratford Hub 507963538

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Thanks Chris,

We will review and advise.

As we are not familiar with the model numbers and what this equipment is are you able to specify as amongst all of the contracts and invoices how many pieces of equipment in total are at the property.



BRANDON SMITH, BA, CIRP
LICENSED INSOLVENCY TRUSTEE
Senior Vice-President

167 Applewood Cres. Suite 6, Concord, ON L4K 4K7

P: 905.738.4167 ext.113 | F: 905.738.9848

E: brandon@irasmithinc.com

www.irasmithinc.com

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From: Cameron, Chris <Chris.Cameron@ecolab.com>

Sent: Friday, November 24, 2023 11:22 AM

To: Brandon Smith <brandon@irasmithinc.com>

Cc: Miller, Jacque <jacqueline.miller@ecolab.com>

Subject: FW: Ecolab/Stratford Hub 507963538

Hello Brandon,

I have attached the rental contract and last invoices which show the serial numbers.

Please advise when we will be able to work out a date to retrieve our equipment.

Thank you

From: Brace, Denise <denise.brace@ecolab.com>

Sent: Tuesday, November 21, 2023 9:06 AM

To: Cameron, Chris <Chris.Cameron@ecolab.com>

Subject: RE: Ecolab/Stratford Hub 507963538

Hi Chris

Attached are the contracts; they don't have the s/n of the machines on them, however, I have included the last invoice generated for each machine which includes the s/n.

Denise Brace (she/her)

SUPERVISOR – FIELD SUPPORT CENTRE

ECOLAB

E Denise.Brace@Ecolab.com or [Call me on Teams](#)

From: Cameron, Chris <Chris.Cameron@ecolab.com>

Sent: Monday, November 20, 2023 12:47 PM

To: Brace, Denise <denise.brace@ecolab.com>

Subject: Re: Ecolab/Stratford Hub 507963538

That's it Denise.

Thanks

Chris Cameron

DISTRIBUTION SALES DEVELOPMENT MANAGER – SOUTHWEST ONTARIO

ECOLAB 5105 TOMKEN ROAD, MISSISSAUGA, ON L4W 2X5

C 226-456-6039 E Chris.Cameron@ecolab.com

From: Brace, Denise <denise.brace@ecolab.com>

Sent: Monday, November 20, 2023 12:32:44 PM

To: Cameron, Chris <Chris.Cameron@ecolab.com>

Subject: RE: Ecolab/Stratford Hub 507963538

Hi Chris

The 507 acct number is not the correct acct number.

I'm showing rentals aligned to 502938644. I see there are 4 machines; is this correct?

Denise Brace (she/her)

SUPERVISOR – FIELD SUPPORT CENTRE

ECOLAB

E Denise.Brace@Ecolab.com or [Call me on Teams](#)

From: Cameron, Chris <Chris.Cameron@ecolab.com>
Sent: Monday, November 20, 2023 11:04 AM
To: Brace, Denise <denise.brace@ecolab.com>
Subject: Fwd: Ecolab/Stratford Hub 507963538

Hey Denise, this location just closed over the weekend and I've been asked to provide some documentation listed below. Can you get me the info requested so I can pass this along.

Thank you

Chris Cameron

DISTRIBUTION SALES DEVELOPMENT MANAGER – SOUTHWEST ONTARIO
ECOLAB 5105 TOMKEN ROAD, MISSISSAUGA, ON L4W 2X5
C 226-456-6039 E Chris.Cameron@ecolab.com

From: Brandon Smith <brandon@irasmithinc.com>
Sent: Monday, November 20, 2023 10:54:50 AM
To: Cameron, Chris <Chris.Cameron@ecolab.com>
Cc: swildgust <swildgust@stratfordhomes.ca>; Jason Gelink - Big3Equity Partners <jason@big3equity.ca>; Ira Smith <ira@irasmithinc.com>
Subject: RE: Ecolab/Stratford Hub

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Chris to clarify the receivership is only over the property at 31-33 Market place.

We have no involvement or appointment in any other property owned by a Larson entity, including the entity that owns 31-33 Marketplace.



BRANDON SMITH, BA, CIRP
LICENSED INSOLVENCY TRUSTEE
Senior Vice-President

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From: Brandon Smith
Sent: Monday, November 20, 2023 10:39 AM
To: Chris Camilleri-Cameron <Chris.Cameron@ecolab.com>
Cc: swildgust <swildgust@stratfordhomes.ca>; Jason Gelink - Big3Equity Partners <jason@big3equity.ca>; Ira Smith <ira@irasmithinc.com>
Subject: RE: Ecolab/Stratford Hub

Chris,

The real-estate company which owns the building at 31-33 Market Place, where the Hub operated from was placed into receivership on September 15, 2023. A copy of the court order is attached for your files. The Hub restaurant operated by a separate and related entity, but not involved in the receivership proceedings vacated the premises over the weekend. We are the de-facto landlord.

I will be inspecting the proeprty with our property manager, Scott Wildgust (copied) on Thursday. Please provide descriptions including serial numbers of the equipment you are seeking to retrieve and lease documenattion that identifies Ecolab as the rightful owner of the proeprty. We will verify that they are at the premises and then our property manager will co-ordinate with you for removal at a mutually convenient time.

BRANDON SMITH, BA, CIRP
LICENSED INSOLVENCY TRUSTEE
Senior Vice-President

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P: 905.738.4167 ext.113 | **F:** 905.738.9848

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From: Jason Gelink - Big3Equity Partners <jason@big3equity.ca>
Sent: Monday, November 20, 2023 10:31 AM
To: Brandon Smith <brandon@irasmithinc.com>; Chris Camilleri-Cameron <Chris.Cameron@ecolab.com>; Jason Gelink - Big3Equity Partners <jason@big3equity.ca>
Subject: Fwd: Ecolab/Stratford Hub

Brandon - here is Ecolab available date.

----- Forwarded message -----

From: Cameron, Chris <Chris.Cameron@ecolab.com>

Date: Thu, Nov 16, 2023 at 3:39 PM

Subject: Ecolab/Stratford Hub

To: Jason Gelink - Big3Equity Partners <jason@big3equity.ca>

Good afternoon Jason,

I was told by Ian that you would be the person to speak to about access to the Stratford hub next Friday November 24th. We have a service manager coming from Toronto to pick up the three machines on site here on the 24 of November, next Friday. I need to ensure he will be able to access the building to remove the machines. Please advise if any arrangements need to be made.

Thank you

Chris Cameron

DISTRIBUTION SALES DEVELOPMEN MANAGER – SOUTHWEST ONTARIO

ECOLAB 5105 TOMKEN ROAD, MISSISSAUGA, ON L4W 2X5

C 226-456-6039 **E** Chris.Cameron@ecolab.com

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APPENDIX O

Box 398
Cannington, Ontario L0E 1E0

RECEIVED

DEC 27 2023

IRA SMITH TRUSTEE &
RECEIVER INC.

FORM 1, *Municipal Act, 2001*

NOTICE OF REGISTRATION OF TAX ARREARS CERTIFICATE

THE CORPORATION OF THE CITY OF STRATFORD

To: IRA SMITH TRUSTEE & RECEIVER INC.
Address: 167 APPLEWOOD CRESCENT,
SUITE 6
CONCORD, ON L4K 4K7
PHSD23-010 (FIRST)

Regarding property located at:
31 MARKET PL
STRATFORD

**Nature of and Parties to Document(s)
creating Addressee's interest:**
RECEIVER OF COURT ORDER NO.
PC217133 BETWEEN THE ADDRESSEE
AND LARSON PROPERTIES PARTNERSHIP
CORP.

Re: PIN 53117-0084
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

53117-0085 LT

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

1. A tax arrears certificate, a copy of which is attached, was registered on November 17, 2023 against the title to the land to which the certificate applies as instrument number PC218664.

2. Please select which of the following statements, (A) or (B), applies to this tax sale:

(A) The tax arrears certificate was registered under section 373 of the *Municipal Act, 2001*.

If, at the end of the one-year period following the date of the registration of the tax arrears certificate the cancellation price remains unpaid and there is no subsisting extension agreement, the land will be sold by the public sale.

If you are a person entitled under the *Municipal Act, 2001* to receive this notice and you pay the cancellation price, you will, if you are not the owner or the spouse of the owner of the land, have a lien on the land for the amount paid in priority over the interest of any other person to who notice is sent under that Act. However, you will not have a lien on the land for the amount paid if the land is vested to the Crown because of an escheat or forfeiture as a result of the dissolution of a corporation or belongs to the Crown as a result of the death of an individual who did not have any lawful heirs.

(B) The tax arrears certificate was registered under section 373.1 of the *Municipal Act, 2001*.

If, at the end of the 90-day period following the date of the registration of the tax arrears certificate the cancellation price remains unpaid and there is no subsisting extension agreement, the land will be sold by the public sale.

The land is vested in the Crown because of an escheat or forfeiture as a result of the dissolution of a corporation. If you are a person entitled under the *Municipal Act, 2001* to receive this notice and you pay the cancellation price, you will not have lien on the land for the amount paid.

3. The treasurer has no obligation to inquire into or form any opinion of the value of the land before conducting a sale under the Municipal Act, 2001 and the treasurer is not under any duty to obtain the highest or best price for the land.

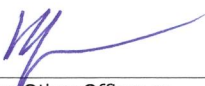
4. You may claim entitlement to share in the proceeds of the sale of the land by applying to the Superior Court of Justice within 10 years of the payment into court by the treasurer of the proceeds of sale minus the cancellation price; however, the application may not be made earlier than 90 days after the payment into court.

5. If there is no successful purchaser at the public sale, the land, upon the registration of a notice of vesting will vest in the municipality (or board).

6. Inquiries related to the matters set out in this notice may be directed to:

Title April Haynes, Tax Administrator/Senior Tax Accounts (519) 271-0250 Ext. 5213 Please refer to Roll No. 31 11 050 010 04900 0000
Name of Municipality or Board The Corporation of the City of Stratford
Address of Municipality or Board Corporate Services - Tax P.O. Box 818, 1 Wellington Street Stratford, ON N5A 6W1

Dated at _____ City of Stratford _____ this 11 day of _____ December _____, 2023.



Signature of Treasurer or Other Officer or
Employee Authorized to Give this Notice

Director of Corporate Services
Title

RECEIVED

DEC 17 2023

LRO # 44 Certificate

Received as PC218664 on 2023 11 17 at 09:40

The applicant(s) hereby applies to the Land Registrar

yyyy mm dd Page 1 of 2

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 PL 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 31 MARKET PL STRATFORD

Party From(s)

Name THE CORPORATION OF THE CITY OF STRATFORD
 Address for Service CORPORATE SERVICES TAX
 P.O. BOX 818, 1 WELLINGTON STREET
 STRATFORD ON N5A 6W1

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

This document is being authorized by a municipal corporation Karmen Krueger Director of Corporate Services

Statements

Schedule Tax Arrears Certificate Municipal Act, 2001
 On November 17, 2023, Karmen Krueger Director of Corporate Services of The Corporation of the City of Stratford hereby verifies that all or part of tax arrears in the amount of \$64,006.67 were owing on the 31st day of December, 2022 and at least part of such amount plus any additional real property taxes and costs are still owing to the municipality or board named above and that the land described in this document will be sold by public sale if the cancellation price is not paid within one year following the date of the registration of this certificate
 Notice
 A. The time period for paying the cancellation price may be extended if the municipality or board authorizes an extension agreement with any owner of the land, the spouse of any owner, any mortgagee, any tenant in occupation of the land, or any person the treasurer is satisfied has an interest in the land before the expiry of the one year period
 B. The cancellation price will be calculated as of the date that the amount of the tax arrears are paid to the municipality or board and may be higher than the amount set out in this certificate
 C. If there is no successful purchaser at the public sale, the land, upon registration of a notice of vesting, will vest in the municipality or board
 D. Any inquiries relating to this matter may be directed to the municipality or board at the address shown above

Signed By

Linda Margaret Trickey Box 398 acting for Signed 2023 11 17
 Cannington Party From(s)
 L0E 1E0

Tel

Fax 866-280-6260

I have the authority to sign and register the document on behalf of the Party From(s)

Submitted By

TRICKEY ET AL TAX TEAM INC Box 398 2023 11 17
 Cannington
 L0E 1E0

Tel

Fax 866-280-6260

Fees/Taxes/Payment

Statutory Registration Fee \$69.95
 Total Paid \$69.95

LRO # 44 Certificate

Received as PC218664 on 2023 11 17 at 09:40

The applicant(s) hereby applies to the Land Registrar

yyyy mm dd Page 2 of 2

File Number

Party From Client File Number 31 11 050 010 04900 0000 PHSD23-010

APPENDIX P



City of Stratford

PO Box 818

Stratford Ontario N5A 6W1

Phone: (519) 271-0250 Fax: (519) 271-4357

TAX CERTIFICATE

Prepared For:	Property Roll Number
AIRD & BERLIS LLP BROOKFIELD PLACE 181 BAY ST SUITE 1800 BOX 754 TORONTO, ON M5J 2T9 Assessed Owners LARSON PROPERTIES PARTNERSHIP CC 31 MARKET PLACE STRATFORD, ON N5A 1A4	3111 050-010-04900-0000 Legal Description PLAN 88 LOTS 10 AND 11 PT LOTS 9 AND 12 Municipal Address 00031-MARKET PL
Certificate No: 10126 Fee: \$ 75.00 Your File No: 309823	

Statement of Current Taxes for 2024				
Taxes Levied to Date	Special Charges	Penalty	Amount Paid	Current Taxes Owing
\$ 30,011.89	\$ 0.00	\$ 750.33	\$ 0.00	\$ 30,762.22
Statement of Past Due Taxes				
Year	Taxes	Penalty	Past Due Taxes Owing	
2023	\$ 63,341.67	\$ 8,449.50	\$ 71,791.17	
2022	\$ 57,820.40	\$ 14,495.19	\$ 72,315.59	
2021	\$ 3,834.21	\$ 958.60	\$ 4,792.81	
2020	\$ 0.00	\$ 0.00	\$ 0.00	
Sub-Total of Past Due Taxes:				\$ 148,899.57
Total Taxes Owing and Billed at Date of Certification:				\$ 179,661.79

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				Details of Current Year Taxes	
By-Law No.	Description	Amount	Expiry Year	Interim	Final
				2/27/2024	\$ 15,006.89
				4/26/2024	\$ 15,005.00
Total Previous Year Taxes Levied					\$ 60,023.76

Comments: SUBJECT TO ADDITIONAL PENALTY	Accounts Receivable Balance: \$ 0.00
--	---

I hereby certify that, subject to the following qualifications, this statement shows:

1. All arrears of taxes returned to this office and due against the property described herein.
2. 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.
3. 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: 5/24/2024

 Treasurer

1. This certificate is subject to additional taxes which may become payable under Sections 33 and 34 of the Assessment Act, R.S.O. 1990.
2. 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.
3. The total taxes shown may include additions to the Tax Collector's roll as authorized by provincial legislation, however water, wastewater and electricity amounts may still be owing. Please contact Festival Hydro 519-271-4700
4. The information on this certificate is based on cheques tendered but not necessarily honoured by the institution upon which they were drawn.

APPENDIX Q

Listing Agreement - Commercial

Seller Representation Agreement

Authority to Offer for Sale

This is a Multiple Listing Service® Agreement



OR

This Listing is Exclusive



BETWEEN:

BROKERAGE: Cushman & Wakefield Waterloo Region Ltd.

4295 King Street East, Suite 401, Kitchener, ON N2P 0C (the "Listing Brokerage") Tel. No. 519-585-2200 (see Schedule 'A')

SELLER: Ira Smith Trustee & Receiver Inc., solely as court appointed Receiver (the "Seller")

In consideration of the Listing Brokerage listing the real property **for sale** known as 31-33 Market Place

..... Stratford ON N5A 1A4 (the "Property")

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

commencing at 12:01 a.m. on the 1 day of December, 2023,

until 11:59 p.m. on the 31 day of May, 2024 (the "Listing Period"),

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

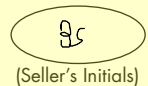


to offer the Property **for sale** at a price of:

Three Million Two Hundred Fifty Thousand Dollars (\$CDN) 3,250,000

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

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

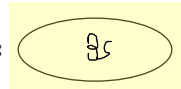


- DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Agreement ("Authority" or "Agreement"): "Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.
- COMMISSION:** In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission of 4 % of the sale price of the Property or 3% of the sale price of the Property if there is no co-operating sales representative for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period, as may be acceptable to the Seller.

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):



The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of²..... % of the sale price of the Property or N/A.....
..... out of the commission the Seller pays the Listing Brokerage.
The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

the Seller's behalf within⁹⁰..... days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

INITIALS OF LISTING BROKERAGE:

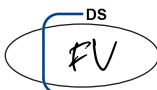
DS
EV

INITIALS OF SELLER(S):


GS

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

INITIALS OF LISTING BROKERAGE:

DS


INITIALS OF SELLER(S):

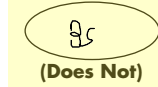


selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject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

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



(Does)



(Does Not)

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

13. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.

14. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

15. **ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.

16. **ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time.

17. **SCHEDULE(S)** **A** and data form attached hereto form(s) part of this Agreement.

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

DocuSigned by: 11/13/2023 | 9:15:18 AM EST **Fraser Vrenjak**
(Authorized to bind the Listing Brokerage) (Date) (Name of Person Signing)
6BB99C465EB64EC...

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

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

Ira Smith Trustee & Receiver Inc., solely as court appointed Receiver (see Schedule 'A')

(Name of Seller)
 November 10, 2023 **905.738.4167**
(Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)
Ira Smith Trust
(Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)

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

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

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record **Fraser Vrenjak**
(Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by REBBA.

DocuSigned by:
(Signature(s) of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

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

this Agreement on the 10 **day of** NOVEMBER **, 20** 23

NOVEMBER 10, 2023
(Signature of Seller) **Ira Smith Trustee & Receiver Inc. PER: Brandon Smith** (Date)

(Signature of Seller) (Date)

SCHEDULE "A"

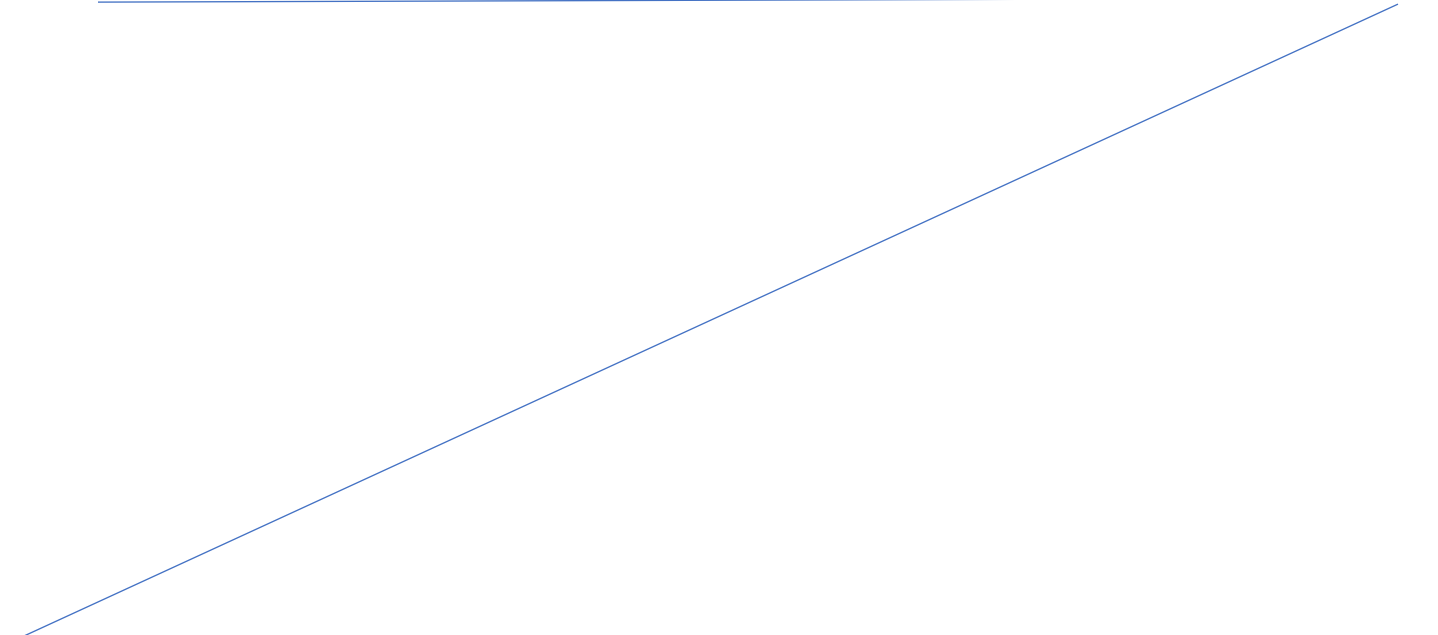
1. It is understood that the Seller is selling as Court-appointed Receiver of the land and premises registered in the name of Larson Properties Partnership Corp., municipally known as 31-33 Market Square, Stratford, Ontario (the "Receiver") by Order of the Honourable Justice Howard of the Ontario Superior Court of Justice dated September 15, 2023 (the "Appointment Order"). The Buyer agrees to accept title to the Property pursuant to the Vesting Order that the Receiver is required to obtain.
2. It is understood that the Receiver shall complete the sale of the Property following approval of the successful offer by the Court. The Receiver shall be deemed to have accepted the successful offer conditionally until it is approved by the Court.
3. The Buyer agrees to accept title and the property subject to: any site plan agreements or agreements of a like nature; restrictions; easements for the supply of utilities, services or otherwise; rights-of-way; encroachments on the subject property or encroachments by the subject property onto adjoining properties; leases or licenses.
4. The Buyer acknowledges that he/she/it has relied entirely upon his/her/its own inspection and investigation with respect to quantity, quality and value of the Property.
5. The Buyer agrees that it is purchasing and accepts the property on an "as is" basis, as of the date of acceptance and as of the closing date.
6. The Buyer acknowledges that the Seller is selling this Property pursuant to the Appointment Order. The Buyer further acknowledges that the Seller has the right in its sole discretion to terminate this Agreement by notice in writing delivered to the Buyer or his/her/its solicitor at any time prior to closing if an injunction or other application has been brought by any party restraining the sale. Upon such termination, the Seller's obligations hereunder shall be at an end and the Seller shall not be liable to the Buyer for any costs, damages, losses or expenses incurred by the Buyer and the Buyer's deposit shall be returned in full.
7. This Agreement, any amendments thereto, and any notices given pursuant to this Agreement of Purchase and Sale may be transmitted by telecopier or by email and shall be binding upon the parties hereto as if executed and delivered in the original.
8. The Buyer covenants and agrees not to register Notices of this Agreement, any assignment thereof, Caution, Certificate of Pending Litigation, or any other instrument or reference to this Agreement of his/her/its interest in this Property. If any such registration occurs, the Seller may, at its option, terminate this Agreement and all deposit monies shall be forfeited by the Seller as liquidated damages and not as a penalty. The Buyer hereby irrevocably consents to a court order removing any such registrations and agrees to bear all costs incurred in obtaining such order.
9. Notwithstanding anything contained to the contrary in this Agreement of Purchase and Sale, the

Buyer acknowledges that the Seller does not have title to the chattels or fixtures presently located on, upon, around or forming part of the Property or used in connection therewith, and the Seller and Buyer agree that the chattels and fixtures set out in Schedule "•" shall remain at the Property on an "as is" basis with no warranty or representation. The Seller shall not provide a bill of sale on closing in respect of any chattels or fixtures.

10. In the event any issue is raised with respect to the Seller's title, the Agreement of Purchase and Sale or possession, the Seller may at its sole option and subjective discretion extend the closing date, from time to time, for a period or periods of time not exceeding 60 days in total. The Buyer agrees that if a title insurance company is willing to insure over any such issue raised, the Buyer agrees to purchase a title insurance policy at the Buyer's sole expense and close the transaction. If the Seller is unable to resolve any such issue by the expiry of the extension period or periods and title insurance coverage cannot be obtained, then the Seller at its sole, arbitrary and subjective discretion may terminate this Agreement by notice in writing to the Buyer and without having to provide any reason for such termination. Upon such termination, the Seller's obligations hereunder shall be at an end and the Seller shall not be responsible to the Buyer for any costs, damages, losses or expenses incurred by the Buyer and the Buyer's deposit shall be returned in full. The Buyer acknowledges that its sole remedy with respect to any of the matters raised by it shall be rescission of the Agreement of Purchase and Sale and the right to the return of its deposit. The Buyer agrees that it shall have no right to bring an action for specific performance with or without an abatement of the purchase price and/or for damages.
11. The Seller shall not supply any warranty, statutory declaration or certificate with respect to the Property's status as a used residential property or as to whether this transaction is an exempt supply in accordance with the provisions of the *Excise Tax Act* (Part VII) (GST/HST).
12. The Buyer agrees to accept Seller's solicitor's personal undertaking to discharge any and all outstanding liens, encumbrances and any other matter outstanding or registered on title except those extinguished by the Court proceedings and the Vesting Order.
13. The Buyer acknowledges that it is relying on its own inspections and investigations of the property, expenses and all other matters incidental thereto and that the Seller has not made any representations or warranties in this regard or otherwise. The Buyer acknowledges and agrees that subsequent to closing, it shall have no claims with respect to any matter against the Seller.
14. Other than for any liability of the Seller to the listing broker under contract in accordance with the terms of these Sales Procedures, the Seller shall not be liable to any party for any claim for a brokerage commission, finder's fee or like payment in respect of the introduction of any party to this purchase opportunity or the consummation of any transaction contemplated under the Sales Procedures, including any claim arising out of any agreement or arrangement entered into by the party that submitted the accepted offer. Any such claim shall be the sole liability of the party that submitted such accepted offer or is otherwise making such claim.

- 15.** The Purchaser hereby represents and warrants to the Vendor that, if required to be, it is or will become registered for the purposes of Part IX of the Excise Tax Act (Canada) in accordance with the requirements of Subdivision (d) of Division V thereof and it will continue to be so registered as of the Closing Date. The Purchaser covenants to deliver to the Vendor upon Closing (i) a notarial copy of the certificate evidencing its registration for purposes of the harmonized sales tax ("HST"), including the registration number assigned to it; and (ii) a declaration and indemnity of the Purchaser confirming the accuracy, as at Closing, of the representations and warranties set out herein and agreeing to indemnify the Vendor for any amounts for which the Vendor may become liable as a result of any failure by the Purchaser to pay the HST payable in respect of the sale of the Property under Part IX of the Excise Tax Act (Canada) and that the Purchaser is buying for its own account and not as trustee or agent for any other party. Provided that the Purchaser delivers a notarial copy of the certificate and the declaration and indemnity as set out above, the Purchaser shall not be required to pay to the Vendor, nor shall the Vendor be required to collect from the Purchaser, the HST in respect of the Property.

In the event that the Purchaser shall fail to deliver the notarial copy of the certificate and the declaration and indemnity as set out above, then the Purchaser shall pay to the Vendor, in addition to the Purchase Price, in pursuance of the Purchaser's obligation to pay and the Vendor's obligation to collect HST under the provisions of the Excise Tax Act (Canada), an amount equal to thirteen (13%) percent of the Purchase Price, or such rate due and owing at the time of Closing

- 16.** If there is any conflict between any of the terms and provisions contained in this Schedule "A" and any terms and provisions contained in the Agreement of Purchase and Sale herein, and any other schedules attached hereto, the terms and conditions of this Schedule shall prevail.
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APPENDIX R

Mortgage Statement for Discharge Purposes Only

RE: Cosman Mortgage Capital Corporation first mortgage loan to Larson Properties Partnership Corp. secured by a first Charge on the real property municipally known 27-33 Marketplace, Stratford, ON being PINs 53117-0084 (LT) and and 53117-0084 (LT)

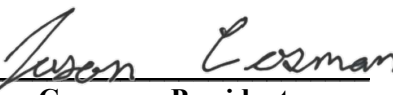
Date of Issue:	May 31st, 2024
Current Principal Loan Amount	\$1,938,000
Interest Rate	10% Fixed Rate
Date Interest Paid Until	Feb 15 th , 2023
Maturity Date:	July 1, 2023
Per Diem:	\$530.96
Date of Discharge	May 31st, 2024

AMOUNT(S) REQUIRED TO PAYOUT THE MORTGAGE IN FULL:

(a) Principal balance after October 16, 2022 payment	\$1,938,000.00
(b) Interest February 16 to May 31 st . 2024	\$250,325.00
(d) Administrative fees - Demand Letter	\$423.75
(e) Administrative fees – Missed payments (22 x \$375.00 + 13% HST)	\$9,322.50
(f) Monitoring fee (21 months @ \$500.00/month + 13% HST)	\$11,865.00
(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
(m) Invoice Paid to RISC Inc. re Insurance Consultant	\$1,638.50
(g) Invoice’s Paid to Devry, Smith and Frank (remaining balances owing)	\$13,734.88
(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
(m) Invoice Paid to RISC Inc. re Insurance Consultant	<u>\$1,638.50</u>

Amount due and payable to Lender \$2,228,614.88

Dated this 31st day of May, 2024


Jason Cosman – President
Cosman Mortgage Capital Corporation
Suite 100 – 95 Barber Greene Road,
Toronto, Ontario, M3C 3E9

E. & O. E.

**** Please note pursuant to the mortgage, payments received after 5:00 pm are deemed received the next business day and applicable per diem rate of \$530.96 must be applied.**

APPENDIX S

Receiver's Interim Statement of Receipts and Disbursements

IN THE MATTER OF THE RECEIVERSHIP OF

LARSON PROPERTIES PARTNERSHIP CORP.

FOR THE PERIOD FROM SEPTEMBER 15, 2023 TO MAY 31, 2024

RECEIPTS

Borrowings - Receiver Certificates 1, 2 & 3	122,010.89
Rental Income	18,672.58
Net HST Collected	2,427.42

TOTAL RECEIPTS:	\$ 143,110.89
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DISBURSEMENTS

Appraisal	5,366.85
Utilities (Gas, Electricity & Water)	9,707.41
Insurance	17,197.40
Bank Charges	172.98
Property Manager	4,612.25
Maintenance, Security and Snow Removal	6,282.57
HST Paid	12,735.24
PST Paid	1,415.04
Fees Paid to Receiver	22,001.02
Fees Paid to Receiver's Legal Counsel	50,624.40

TOTAL DISBURSEMENTS	\$ 130,115.16
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BALANCE ON HAND AS AT MAY 31, 2024¹	\$ 12,995.73
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1. Reconciled as at April 30, 2024

APPENDIX T

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

COSMAN MORTGAGE CAPITAL CORPORATION

Applicant

and

LARSON PROPERTIES PARTNERSHIP CORP.

Respondent

**AFFIDAVIT OF BRANDON SMITH
(Sworn June 4, 2024)**

I, Brandon Smith, of the City of Vaughan, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the Senior Vice-President of Ira Smith Trustee & Receiver Inc. (“**ISI**”), the court-appointed receiver (the “**Receiver**”) of the lands and premises registered in the name of Larson Properties Partnership Corp. (the “**Debtor**”) municipally known as 31-33 Market Square, Stratford, Ontario (the “**Real Property**”). As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and whereso stated I verily believe it to be true.

2. ISI was appointed Receiver of Real Property pursuant to an Order of the Ontario Superior Court of Justice dated September 15, 2023 (the “**Receivership Order**”).

3. Pursuant to paragraph 18 of the Receivership Order, the Receiver and its legal counsel are required to pass their accounts from time to time.

4. Attached hereto and marked as **Exhibit “A”** to this my Affidavit is a summary of the fees charged and accounts rendered by the Receiver in respect of the proceedings (the “**Accounts Summary**”) for the period June 27, 2023 to May 31, 2024 (the “**Time Period**”). A copy of the invoice rendered by the Receiver and referenced in the Accounts Summary is attached to this my Affidavit as **Exhibit “B”**.

5. The Receiver has filed its First Report with this Honourable Court, which outlines, among other things, the Receiver’s overall actions and activities since its appointment.

6. A total of 79.4 hours were expended by the Receiver in connection with this matter during the Time Period, giving rise to fees totaling \$33,070.00 (excluding HST) for an average hourly rate of \$416.50 and allocated approximately as outlined in the Accounts Summary.

7. To the best of my knowledge, the rates charged by the Receiver throughout the course of these proceedings are comparable to the rates charged by other accounting firms in the Greater Toronto Area for the provision of similar services.

8. The hourly billing rates outlined on the Accounts Summary are the normal hourly rates charged by the Receiver for services rendered in relation to similar proceedings.

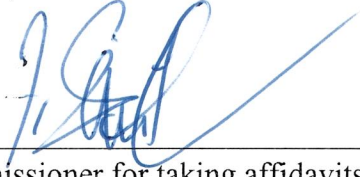
9. I verily believe that the Receiver’s accounts are fair and reasonable in the circumstances.

10. I have reviewed the affidavit of Ian Aversa sworn June 4, 2024 filed in support of the within motion as exhibits thereto are copies of the accounts rendered by Aird & Berlis LLP (“**A&B**”), counsel to the Receiver, for the period June 26, 2023 to May 31, 2024.

11. A&B has rendered services throughout these proceedings consistent with instructions from the Receiver, the Receiver has approved all such accounts and I verily believe that the fees and disbursements of A&B are fair and reasonable in the circumstances.

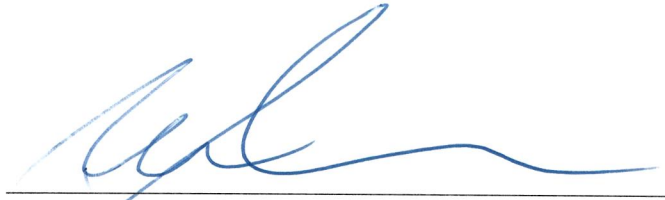
12. The said Affidavit is sworn in connection with the Receiver’s motion to have, among other things, its fees and disbursements approved by this Honourable Court and for no improper purpose.

SWORN BEFORE ME at the City of
Vaughan, in the Province of Ontario,
on June 4, 2024.



A Commissioner for taking affidavits

Ira Clare Smith
a Commissioner, etc.,
Province of Ontario, for Ira
Smith Trustee & Receiver Inc.
Expires March 30, 2026.



Brandon Smith

**FIRST REPORT OF IRA SMITH TRUSTEE & RECEIVER INC.
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF
LARSON PROPERTIES PARTNERSHIP CORP.**

June 27, 2023 to May 31, 2024

Staff Member	Title	Total Hours	Hourly Rate (\$CDN)	Amount Billed (\$CDN)
Ira Smith MBA CPA CA•CIRP, Trustee	President	13.1	500.00	6,550.00
Brandon Smith, BA CIRP, Trustee	Senior Vice-President	66.3	400.00	26,520.00
Total		<u>79.4</u>	Average hourly rate of \$416.50	33,070.00
Disbursements				<u>313.40</u>
				<u>33,383.40</u>

This Exhibit A referred to in the
Affidavit of Brandon Smith
Sworn before me this 5th day of June, 2024

A Commissioner, etc.

Ira Clare Smith,
a Commissioner, etc.,
Province of Ontario, for Ira
Smith Trustee & Receiver Inc.
Expires March 30, 2026.

Ira Clare Smith,
a Commissioner, etc.,
Province of Ontario, for Ira
Smith Trustee & Receiver Inc.
Expires March 30, 2026.

R-Saptashva

June 3, 2024

GST/HST # 86236 5699

**IN THE MATTER OF THE RECEIVERSHIP OF
LARSON PROPERTIES PARTNERSHIP CORP.**

For professional services rendered since being consulted to act as Receiver from June 27, 2023 to May 31, 2024 inclusive, in acting as Receiver of Larson Properties Partnership Corp. in accordance with the Order of the Ontario Superior Court of Justice dated September 15, 2023 as follows (detail attached):

<u>Staff</u>	<u>Hourly rate</u>	<u>Hours</u>	
I. Smith, President and Trustee	\$500	13.1	
B. Smith, Senior Vice-President and Trustee	\$400	<u>66.3</u>	
		<u>79.4</u>	
			\$ 33,070.00

Disbursements:

Postage/Courier	\$ 49.36		
Search Fees	8.00		
Travel	<u>256.04</u>		
			<u>313.40</u>
			\$ 33,383.40

This Exhibit B referred to in the
Affidavit of Brendan Smith
Sworn before me this 4th day of June, 2024

Less interim draws	<u>(22,001.02)</u>	
		11,382.38
HST	<u>1,479.71</u>	
		<u>\$ 12,862.09</u>

A Commissioner, etc.

Ira Clare Smith,
a Commissioner, etc.,
Province of Ontario, for Ira
Smith Trustee & Receiver Inc.
Expires March 30, 2026.

Ira Smith Trustee & Receiver Inc.
Detail Time Sheet
Period from: 27/06/2023 to 31/05/2024

Keyname
REC-LARSON

Full Estate Name
Larson Properties Partnership Corp.
31-33 Market Place, Stratford, Ontario

Date	Employee	Hours	Remark	Amount
June 27, 2023	Brandon Smith	0.3	emails w/ Ian Aversa & Ritch Epstein re vacant possession; call w/ Bailiff	120.00
June 29, 2023	Brandon Smith	0.3	zoon mtg w/ Scott Wildgust - property manager	120.00
July 7, 2023	Brandon Smith	0.1	emails w/ applicant re adjournment	40.00
July 11, 2023	Brandon Smith	0.1	emails w/ counsel re adjournment	40.00
July 20, 2023	Brandon Smith	0.1	rvw emails re further adj	40.00
August 29, 2023	Brandon Smith	0.1	rvw email from I Aversa re Larson adjournment request	40.00
August 31, 2023	Brandon Smith	0.8	rvw Bennington responding material, email to Ian re instructions for tomorrow; call w/ Ian & Matilda re same, prep ltr to Larson counsel	320.00
September 11, 2023	Brandon Smith	0.5	conf call w/ Oren, Ian, Ira and Matilda	200.00
September 11, 2023	Ira Smith	0.5	conf call w. Oren, Ian, Matilda and Brandon	250.00
September 12, 2023	Brandon Smith	0.2	email to property manager re sept 15th expected order	80.00
September 15, 2023	Brandon Smith	0.8	call w/ K Larson; ltr to Larson/counsel re what we need; email to property manager; email to Matilda and Ian re Bennington rvw and reply top Oren's email over wkend re Larson contacting client	320.00
September 18, 2023	Brandon Smith	0.4	pledge to co-op; provide copy of our corrersp; rvw existing insurance policy and email broker re add named insured; rvw and signback direction to register order on title	160.00
September 19, 2023	Brandon Smith	0.4	email exchange w. K Larson; introduce Larson to property manager	160.00
September 20, 2023	Brandon Smith	0.7	rvw realtor.com listing for property, download floor plan, draft ltr to realtor	280.00
September 20, 2023	Brandon Smith	0.4	rcpt and rvw of MLS listing from Larson; corresp w/ Larson re 2 lawyers who may be aiding in M&A; put lawyers on notice of our appointment	160.00
September 21, 2023	Brandon Smith	0.5	email from 1 M&A lawyer adv not retained; call from realtor; email to counsel re listing agmt; email to Larson rqst appraisal	200.00
September 21, 2023	Brandon Smith	0.5	video conference w/ Ian & Matilda re action items; mtg w/ counsel and Bennington re leave equip in place while we sell	200.00

Ira Smith Trustee & Receiver Inc.
Detail Time Sheet
Period from: 27/06/2023 to 31/05/2024

Keyname
REC-LARSON

Full Estate Name
Larson Properties Partnership Corp.
31-33 Market Place, Stratford, Ontario

Date	Employee	Hours	Remark	Amount
September 26, 2023	Brandon Smith	0.4	f/u w/ Kevin re requested appraisal; emails w/ Ian re Bennington/Larson f/u corresp; email to Scott Wildgust re specific questions for Larson	160.00
September 26, 2023	Brandon Smith	0.3	rcpt of appraisal, email w/ Ian re correct address of property	120.00
September 27, 2023	Brandon Smith	0.3	rvw appraisal and request quote from appraiser to update	120.00
September 27, 2023	Brandon Smith	0.2	rcpt of docs from Bennington; f/u w/ prop mgr re meeting on site tomorrow	80.00
September 27, 2023	Brandon Smith	0.3	corresp w/ insurance broker re policy status	120.00
September 28, 2023	Brandon Smith	0.6	call w/ S Wildgust; status up date email to Oren	240.00
September 28, 2023	Ira Smith	0.3	Email from Shawn Stewart on behalf of certain Olympia mortgagees and reply thereto	150.00
October 6, 2023	Ira Smith	0.6	Telcon w. R. Epstein of A&B, email to Jason Cosman re meeting, email communications from and reply to Jason Cosman re meetings	300.00
October 9, 2023	Brandon Smith	0.6	video mtg I Smith, J Cosman, Gus	240.00
October 10, 2023	Ira Smith	0.3	Email communications w. Larson, Jason Cosman, Sam Linds and Bob Vrenjak re Stratford property issues	150.00
October 16, 2023	Ira Smith	1.1	Rvw of Hub lease, sub-leases, drafting and issuance of default letter to Hub re rent defaults	550.00
October 16, 2023	Ira Smith	0.2	Email from Jason Gelnik and reply thereto re which is the correct lease	100.00
October 16, 2023	Ira Smith	0.9	Email from Kevin Larson re premises leases, wrong lease with affidavit, reply thereto re issues and events of default, rvw of email from I. Lavrence re Bennington	450.00
October 16, 2023	Ira Smith	0.3	Communication from Larson, provision of different Hub lease, rvw of same	150.00
October 17, 2023	Ira Smith	0.7	Lease and tenant issues incl review of various leases, email communications with A&B	350.00
October 24, 2023	Brandon Smith	0.7	mtg w/ Fraser & Bob Vrenjak @ cush wake re listing; update std sched c to aps	280.00
October 24, 2023	Brandon Smith	0.3	letter to existing realtor to terminate	120.00

Ira Smith Trustee & Receiver Inc.
Detail Time Sheet
Period from: 27/06/2023 to 31/05/2024

Keyname
REC-LARSON

Full Estate Name
Larson Properties Partnership Corp.
31-33 Market Place, Stratford, Ontario

Date	Employee	Hours	Remark	Amount
November 8, 2023	Brandon Smith	0.5	rvw draft appraisal, compare to Fraser opinion; provide feedback to appraiser to finalize; circulate Fraser opinion and listing docs to Jason & Gus and rqst call to discuss listing price; email to Ivan re move out and if he want to supervise he should ar	200.00
November 10, 2023	Brandon Smith	1.5	corresp w/occupant re rent pmt and extension request; rvw final appraisal; mtg w/ Ira & Gus to discuss extension and listing; email to Jason to summarize; emails and call w/ PM re extension and locksmith; email to realtor re settled listing price	600.00
November 10, 2023	Brandon Smith	0.4	rcpt of revised listing agreement, rvw and sign	160.00
November 13, 2023	Brandon Smith	0.2	corresp w/ realtor and prop manager re site visit and locksmith; get fully executed listing agreement	80.00
November 13, 2023	Brandon Smith	0.5	draft email to stakeholders re listing; corresp w. realtor	200.00
November 16, 2023	Brandon Smith	0.3	email from and reply to Larson re moveout and co-ordination with prop mgr/insurance/utills	120.00
November 17, 2023	Brandon Smith	0.5	email w/ insurance broker re vacancy and listing for sale	200.00
November 20, 2023	Brandon Smith	0.6	emails & calls w/ prop mgr; emails & calls w/ Kevin and ecolab	240.00
November 20, 2023	Brandon Smith	0.5	email from and call w/ bailiff for Bennington; email exchange with ecolab requesting lease	200.00
November 21, 2023	Brandon Smith	0.3	emails w/ insurance company re vacancy and pmt of remaining balance	120.00
November 22, 2023	Brandon Smith	0.2	call from Roland, not attending, caution that Larson operating from nearby and his employees haven't been paid	80.00
November 23, 2023	Brandon Smith	4.7	travel to from and attend at property to inspect and meet w/ prop mgr and realtor; email w/ prop mgr re Tyco	1,880.00
November 24, 2023	Brandon Smith	2.5	emails w/ PM, security co, utills, Bennington re contents, eco lab re equip	1,000.00
November 27, 2023	Brandon Smith	0.2	corresp w/ hydro re meter reading access	80.00
November 27, 2023	Brandon Smith	0.5	email from prop mgr re backflow; send update to Jason and Gus	200.00

Ira Smith Trustee & Receiver Inc.
Detail Time Sheet
Period from: 27/06/2023 to 31/05/2024

Keyname
REC-LARSON

Full Estate Name
Larson Properties Partnership Corp.
31-33 Market Place, Stratford, Ontario

Date	Employee	Hours	Remark	Amount
November 28, 2023	Brandon Smith	0.4	corresp w/ prop mgr re backflow and sign permit; corresp w/ hydro re claims process; corresp w/ Fraser re liquor license	160.00
November 29, 2023	Brandon Smith	0.3	corresp re snow removal and liquor license	120.00
November 30, 2023	Brandon Smith	0.5	rcv and review lowball conditional offer, provide reply and comments to Fraser	200.00
November 30, 2023	Brandon Smith	0.6	corresp w/ bob and Ivan re Bennington chattels; email from Kevin and reply re 3rd pty assets and snow, fwd to PM	240.00
November 30, 2023	Brandon Smith	0.6	email and call w/ acct rep at Tyco security	240.00
December 1, 2023	Brandon Smith	1.5	corresp w/ stakeholders, Larson, prop mgr. re listing, Larson allegations of improvidence; prop mgr re snow removal, Tyco and hvac inspect	600.00
December 2, 2023	Brandon Smith	0.3	corresp w/ Jason Cosman re Hub's chattels; corresp w/ Leam re snow removal	120.00
December 4, 2023	Brandon Smith	0.3	call w/ Fraser/bob/bach re rcvr expectations in offers	120.00
December 4, 2023	Brandon Smith	0.7	f/u w/ insurer re vacancy coverage; rvw low ball offer and reject, reply to Fraser	280.00
December 11, 2023	Brandon Smith	0.5	f/u w/ insurer; corresp w/ Prop mgr and realtor	200.00
December 12, 2023	Brandon Smith	0.2	corresp w/ insurer re need rplc coverage	80.00
December 14, 2023	Brandon Smith	0.2	rcpt of insurance from snow removal and pmt of inv for 1 time	80.00
December 18, 2023	Brandon Smith	0.4	rcpt of demand for sec deposit from hydro/water and reply	160.00
December 19, 2023	Brandon Smith	0.2	corrersp w/ ins broker re valuation	80.00
December 20, 2023	Brandon Smith	0.3	RCP RVW PAY HYDRO BILL; FWD CREDIT REF TO HYDRO	120.00
December 27, 2023	Brandon Smith	0.8	f/u w/ Enbridge; rcv rvw tax cert registration; email to Cosman and Gus re update incl tax , insurance and cashflow	320.00
December 27, 2023	Brandon Smith	0.5	corrersp w/ R. Epstein re follow-up questions; corrersp w/ ins broker and realtor	200.00
December 28, 2023	Brandon Smith	0.5	corresp w/ Gus, Ritch and Jason re insurance, borrowing and offers received; draft receiver's cert	200.00
December 28, 2023	Brandon Smith	0.5	corresp from and reply to festival hydro; email from and reply to Oren re property tax arrears	200.00

Ira Smith Trustee & Receiver Inc.
Detail Time Sheet
Period from: 27/06/2023 to 31/05/2024

Keyname
REC-LARSON

Full Estate Name
Larson Properties Partnership Corp.
31-33 Market Place, Stratford, Ontario

Date	Employee	Hours	Remark	Amount
January 2, 2024	Brandon Smith	0.5	corresp w/ hydro; corresp w/ ins broker; corrersp w/ Fraser and send marketing stats to Richard/Jason/Gus; rcpt and pmt of backflow inv	200.00
January 2, 2024	Brandon Smith	0.2	call w/ city re tax arrears; email order	80.00
January 5, 2024	Brandon Smith	0.4	corresp from the hub re elevator license and email to TSSA; rcpt of report from Fraser and fwd to Gus/Jason with additional discussion re funding and insurance	160.00
January 5, 2024	Brandon Smith	0.3	call from city of Stratford re general rcvrship q&A and our plan for the property	120.00
January 5, 2024	Brandon Smith	0.3	corresp w/ Jason/Gus/Ritch re cert 1, issue and supply wire instructions	120.00
January 26, 2024	Brandon Smith	0.8	email and call w/ O Chaimovitch re RP/RT and letter from cra to Cosman; draft and send ltr to CRA to determine arrears status	320.00
February 5, 2024	Brandon Smith	1.5	corresp w/ PM, realtor, Cosman, pmt of insurance	600.00
February 7, 2024	Brandon Smith	0.3	rvw Fraser's report on reduction of listing price and reply	120.00
February 7, 2024	Brandon Smith	0.5	call w/ Fraser re devcor/obsidian re-offering and terms; they were one owner removed from Larson	200.00
February 7, 2024	Brandon Smith	0.8	call w/ T. Moretti @ Spiegel Nichols fox re law pro and our involvement as receiver; email to Gus and Jason re update from Fraser and obsidian group; email to Matilda to f/u w/ Spiegel	320.00
February 8, 2024	Brandon Smith	0.2	call from Fraser re negotiations with obsidian	80.00
February 8, 2024	Brandon Smith	0.5	pmt of hydro/water bill and call/email Enbridge; corresp w/ Wildgust re o/s chqs	200.00
February 21, 2024	Brandon Smith	0.2	rcpt of gas disconnect notice and email to Enbridge to expedite	80.00
February 26, 2024	Brandon Smith	0.2	rcpt rvw and pmt of hydro bill	80.00
February 27, 2024	Brandon Smith	0.1	f/u w/ Fraser re potential offer	40.00
February 29, 2024	Brandon Smith	0.3	corresp w/ Fraser re pot purchaser wanting to take property @ 2m and reduce listing in line w/ reco nxt wk	120.00
February 29, 2024	Brandon Smith	0.2	email to Tyco re billing	80.00

Ira Smith Trustee & Receiver Inc.
Detail Time Sheet
Period from: 27/06/2023 to 31/05/2024

Keyname
REC-LARSON

Full Estate Name
Larson Properties Partnership Corp.
31-33 Market Place, Stratford, Ontario

Date	Employee	Hours	Remark	Amount
March 5, 2024	Brandon Smith	0.3	rcpt and rvw of gas bill, corresp re sec dep; corresp w/ Cosman re sales activity and SRD	120.00
March 6, 2024	Brandon Smith	0.2	corresp w/ Enbridge	80.00
March 12, 2024	Brandon Smith	0.3	rcv rvw pay water bill, prep draft monthly budget	120.00
March 14, 2024	Brandon Smith	0.4	email from and respond to Tyco	160.00
March 15, 2024	Brandon Smith	0.4	emails and calls with property manager and stakeholders re elevator and TSSA	160.00
March 18, 2024	Brandon Smith	0.7	corresp w/ lawyer re insurance litigation and our counsel	280.00
March 18, 2024	Brandon Smith	0.2	corresp w/ insurance broker re renewal of policy	80.00
March 19, 2024	Brandon Smith	0.3	call w/ Scott re elevator is tagged out; call w/ collection agency collecting from the Hub	120.00
April 2, 2024	Brandon Smith	0.5	rvw Enbridge stmt and corresp w/ them re discrepancies; and call from party enquiring about other hub locations	200.00
April 2, 2024	Brandon Smith	0.3	f/u w/ Tyco re billing; issue pmt for hydro and advise PM to keep cost low	120.00
April 2, 2024	Brandon Smith	0.5	rcpt and rvw of reporting from Fraser, forward to Jason and Gus along with cashflow and summary of activities	200.00
April 4, 2024	Brandon Smith	0.3	email from Jason re renting out Stratford, reply, email to Fraser re opinion	120.00
April 5, 2024	Brandon Smith	0.9	email from Bob Vrenjak re leasing and send to Jason and Gus; meeting with Jason and Gus; email to Fraser and bob re expand marketing and severing properties	360.00
April 9, 2024	Brandon Smith	0.4	email and corresp w/ broker re insurance renewal; email to Gus and Jason re funding need	160.00
April 10, 2024	Brandon Smith	0.1	rcpt and rvw water bill and issue pmt	40.00
April 15, 2024	Brandon Smith	0.5	f/u w/ Fraser and bob, issue certificate 3; rcpt of funds, post and issue pmt to insurer; corresp w/ Jason re construction challenges	200.00
April 19, 2024	Brandon Smith	0.5	rvw and reconcile Enbridge bills; email Enbridge	200.00
April 22, 2024	Brandon Smith	0.3	email exchange w/ Fraser re construction costs; advise Jason & Gus	120.00

Ira Smith Trustee & Receiver Inc.
Detail Time Sheet
Period from: 27/06/2023 to 31/05/2024

Keyname
REC-LARSON

Full Estate Name
Larson Properties Partnership Corp.
31-33 Market Place, Stratford, Ontario

Date	Employee	Hours	Remark	Amount
April 25, 2024	Brandon Smith	0.3	email from J. Gelink and reply re request to retrieve contents	120.00
May 7, 2024	Brandon Smith	0.3	f/u w/ Fraser Vrenjak re April marketing; provide update to Jason and Gus; email to Tyco re billing f/u	120.00
May 8, 2024	Brandon Smith	0.3	email w/ Jason re price reduction; corrersp w/ PM re property tax abatement; corrersp w/ realtor re reduction and advised offer rcvd	120.00
May 8, 2024	Brandon Smith	0.5	rvw offer, fwd to Jason/Gus w/ comments; respond to Fraser; rvw s. Wildgust re no tax abatement	200.00
May 8, 2024	Brandon Smith	0.4	markup/write back obsidian offer, further corresp w/ Fraser	160.00
May 8, 2024	Brandon Smith	0.7	call w. J Cosman, note to file; send write back to Fraser with email explaining changes	280.00
May 8, 2024	Brandon Smith	0.6	rvw devcor writeback, call w/ Fraser, write back offer; email update to Jason/Gus	240.00
May 9, 2024	Brandon Smith	0.1	email to Oren re cra	40.00
May 10, 2024	Brandon Smith	0.3	rvw devcor writeback and write back again	120.00
May 13, 2024	Brandon Smith	0.4	rvw devcor writeback and wruite back again; call from Fraser	160.00
May 14, 2024	Brandon Smith	0.9	rvw writeback, call w/ Fraser and email to Gus and Jason; calc running costs; call w/ Jason & Fraser; LM w/ Tyco and CRA re potential claims	360.00
May 15, 2024	Brandon Smith	0.5	call from CRA re sending letter that there are no trust claims; accept devcor offer and send signed accepted offer to Fraser	200.00
May 15, 2024	Brandon Smith	3.0	email to lan re need court date for sale approval; call w/ lan and Matilda; begin drafting court report	1,200.00
May 16, 2024	Brandon Smith	2.1	corresp w/ Fraser and R Epstein; continue drafting court report	840.00
May 21, 2024	Brandon Smith	3.1	continue drafting 1st report	1,240.00
May 22, 2024	Brandon Smith	0.2	rvw F Vrenjak letter and blackline comment	80.00
May 22, 2024	Ira Smith	2.3	Rvw and amendments to 1st report to court v1	1,150.00
May 23, 2024	Brandon Smith	0.5	rvw and pay hydro bill; send Fraser comments re letter; rvw Ira changes to draft report, make correction and send to legal for rvw	200.00
May 23, 2024	Ira Smith	0.8	Complete rvw and amendments to 1st report to court v1	400.00

COSMAN MORTGAGE CAPITAL CORPORATION

And

LARSON PROPERTIES PARTNERSHIP CORP.

Applicant

Respondent

Court File No.: CV-23-00001179-000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at London

**AFFIDAVIT OF BRANDON SMITH
(Sworn June 4, 2024)**

Ira Smith Trustee & Receiver Inc.
167 Applewood Crescent, Suite 6
Concord, ON L4K 4K7

Ira Smith MBA CPA CA•CIRP, Trustee
Tel: 905-738-4167
Fax: 905-738-9848

Court-appointed Receiver of the lands and premises registered in the name of Larson Properties Partnership Corp. municipally known as 31-33 Market Square, Stratford, Ontario

APPENDIX U

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

COSMAN MORTGAGE CAPITAL CORPORATION

Applicant

- and -

LARSON PROPERTIES PARTNERSHIP CORP.

Respondent

**AFFIDAVIT OF IAN AVERSA
(sworn June 4, 2024)**

I, **IAN AVERSA**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a partner and lawyer at Aird & Berlis LLP and, as such, I have knowledge of the matters to which I hereinafter depose. Aird & Berlis LLP is acting as counsel for Ira Smith Trustee & Receiver Inc., in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of the lands and premises registered in the name of Larson Properties Partnership Corp. (the “**Receivership Respondent**”) municipally known as 31-33 Market Square, Stratford, Ontario (collectively, the “**Real Property**”).
2. Aird & Berlis LLP has prepared statements of account in connection with its mandate as counsel to the Receiver, detailing its services rendered and disbursements incurred, namely:
 - (a) an account dated September 29, 2023 in the amount of \$23,590.18 in respect of the period from June 26, 2023 to September 29, 2023;
 - (b) an account dated October 30, 2023 in the amount of \$10,777.29 in respect of the period from October 2, 2023 to October 15, 2023;

Attached is Exhibit "A"

Referred to in the
AFFIDAVIT OF IAN AVERSA

Sworn before me

this 4th day of June, 2024

DocuSigned by:

Matilda Lici

7CE576F4AA3D4CA...

Commissioner for taking Affidavits, etc



Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

Ira Smith Trustee & Receiver Inc.
306-18 Wynford Drive
Toronto, ON
M3C 3S2 Canada

September 29, 2023

Attention: Mr. Ira Smith

Invoice No: 1354825

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
Matter No: 309823

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending September 29, 2023

Total Fees	\$20,714.00
Total Disbursements	170.20
Total Taxes	2,705.98
Amount Due	\$23,590.18 CAD

Payment Information

Payment by Wire Transfer:

Beneficiary Bank:
TD Canada Trust
TD Centre
55 King Street West
Toronto, ON M5K 1A2

Beneficiary: Aird & Berlis LLP
Bank No.: [REDACTED]
Transit No.: [REDACTED]
Account: [REDACTED]
Swift Code: [REDACTED]

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com

Payment is due on receipt.

Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # [REDACTED]

* For legal services provided to clients residing in British Columbia, Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.



Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

Ira Smith Trustee & Receiver Inc.
306-18 Wynford Drive
Toronto, ON
M3C 3S2 Canada

September 29, 2023

Attention: Mr. Ira Smith

Invoice No: 1354825

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
Matter No: 309823

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending September 29, 2023

MEMBER	DATE	HOURS	DESCRIPTION
IEA	26/06/23	0.20	Emails and discussions re Cosman/Larson receivership proceedings
RHE	26/06/23	0.50	Review of Application Record; Email to I. Aversa
IEA	27/06/23	2.00	Emails regarding the application record and next steps; Engaged with reviewing the application record; Telephone call with R. Epstein; Emails with counsel regarding the hearing; Discussions and instructions to M. Lici
ML	27/06/23	4.20	Review Application materials and call with I. Aversa re same; Review and revise draft Order and email to I. Aversa re same; Draft letter to client re evidentiary record and terminating leases
RHE	27/06/23	0.90	Telephone call with I. Aversa; Emails to working group; review comments on draft order; Telephone call with J. Cosman
IEA	28/06/23	1.50	Engaged with reviewing the draft order and providing comments; Emails and discussions with counsel, client and M. Lici regarding same; Discussions and instructions to M. Lici regarding same
ML	28/06/23	1.30	Call with I. Aversa and review and revise draft Order and email to I. Aversa re same; Further revise draft order and email to clients re lease issue
RHE	28/06/23	0.40	Review email from M. Lici; Review order; Telephone call with J. Cosman
IEA	10/07/23	0.20	Emails with O. Chaimovitch and M. Lici regarding the hearing
IEA	11/07/23	0.30	Instructions to M. Lici regarding Friday's hearing and emails with counsel, client and M. Lici regarding same
ML	11/07/23	0.10	Call with I. Aversa and follow up email re draft order sought
IEA	17/07/23	0.20	Engaged with reviewing correspondence from Court and emails with B. Smith and M. Lici
ML	17/07/23	0.20	Email to I. Aversa re adjournment and endorsement of Court; Email to client re adjournment

MEMBER	DATE	HOURS	DESCRIPTION
IEA	20/07/23	0.10	Emails with counsel, client and M. Lici regarding update and next steps regarding hearing
IEA	21/07/23	0.10	Emails with counsel and M. Lici regarding update and next steps
IEA	26/07/23	0.10	Emails with M. Lici re Caselines posting and next steps re Friday's hearing
IEA	01/08/23	0.10	Engaged with reviewing materials on caselines and emails with client and M. Lici re same
ML	01/08/23	0.20	Review court endorsement and email to I. Aversa re same; Email to client re adjournment of receivership application;
IEA	03/08/23	0.40	Emails with counsel and client re the hearing and update re same; Engaged with brief review of factum
IEA	04/08/23	0.10	Engaged with brief review of supplemental affidavit and emails with counsel and M. Lici re same
IEA	08/08/23	0.10	Emails re caselines update re upcoming hearing
IEA	10/08/23	0.20	Emails with counsel, client and M. Lici re upcoming hearing
ML	10/08/23	0.60	Review application materials and prepare for hearing
IEA	11/08/23	0.20	Emails with M. Lici regarding today's hearing
ML	11/08/23	2.00	Attend at receivership hearing and reporting email to client re same;
RHE	11/08/23	0.30	Review endorsement; Email to/from O. Chaimovitch and M. Lici
IEA	14/08/23	0.10	Emails re Caselines update
IEA	25/08/23	0.20	Emails with counsel and client re confirmation of the hearing and next steps re same
IEA	28/08/23	0.10	Emails re upcoming hearing
IEA	29/08/23	0.40	Emails with counsel re correspondence re the hearing and emails with client re same
ML	29/08/23	0.10	Review Caselines updates and email to I. Aversa re same
IEA	30/08/23	0.40	Engaged with reviewing correspondence from counsel re the hearing and emails with client and M. Lici re same
IEA	31/08/23	1.00	Engaged with reviewing court materials from Bennington; Discussions with M. Lici; Telephone call and emails with client re same; Instructions to M. Lici re leases and hearing; Telephone call with Applicants' counsel re hearing
ML	31/08/23	1.70	Conference call with clients re return of receivership application; Review respondent's materials and prepare for hearing
IEA	01/09/23	0.40	Emails and discussions with counsel, client and M. Lici re hearing and next steps re same
ML	01/09/23	0.80	Attend at Court and reporting email to I. Aversa and clients re same

MEMBER	DATE	HOURS	DESCRIPTION
RHE	01/09/23	0.50	Review of responding materials; Email to working group
RHE	01/09/23	0.50	Review of responding materials; Email to working group
IEA	05/09/23	0.20	Engaged with reviewing the endorsement and emails with client and M. Lici re same
ML	05/09/23	0.10	Email to clients enclosing endorsement
IEA	07/09/23	0.50	Engaged with reviewing correspondence from O. Chaimovtich re correspondence from counsel and emails with counsel and client re same
IEA	08/09/23	0.20	Emails with Applicants' counsel, client and M. Lici
IEA	11/09/23	0.50	Telephone call and emails with Applicants' counsel, client and M. Lici re upcoming hearing and draft form of order
ML	11/09/23	0.50	Call with Applicants' counsel and clients re amended receivership order and insurance issue
IEA	12/09/23	0.40	Engaged with reviewing documents and correspondence from Applicants' counsel and emails and discussions with client and M. Lici re same
IEA	13/09/23	0.20	Emails with client and M. Lici re draft form of order and upcoming hearing; Emails with Applicants' counsel re same
IEA	14/09/23	0.10	Emails with M. Lici re caselines update re upcoming hearing
ML	14/09/23	0.10	Review materials uploaded to Caselines and emails with I. Aversa re same
IEA	15/09/23	0.50	Emails with counsel, client and M. Lici re hearing; Discussions and instructions to M. Lici re same
ML	15/09/23	0.80	Prepare for and attend Court; Reporting email to clients re receivership order; Call with I. Aversa and email to clients re receivership order
IEA	16/09/23	0.20	Engaged with reviewing correspondence from O. Chaimovitch
IEA	17/09/23	0.10	Emails with M. Lici and J. Dubelaar re registering order on title
ML	17/09/23	0.10	Email to J. Dubelaar re registering receivership order on title to properties
CEC	18/09/23	1.10	Receipt and review of email and receivership order from J. Dubelaar; Request and review of parcel registers for two subject properties; Draft of Acknowledgement and Direction and Application to Register Court Order; Email to J. Dubelaar with documents for review and comments thereto; Telephone discussion with J. Dubelaar re comments on documents and revisions thereto; Email to M. Lici with draft documents for review and execution; Receipt and review of executed Acknowledgement and email from J. Dubelaar thereto and reply to J. Dubelaar; Reply email to M. Lici and attending to registration of Application and email to M. Lici thereto;
IEA	18/09/23	0.40	Emails, discussions and instructions re registering order on title; Emails with counsel and client re next steps
JBD	18/09/23	0.80	Reviewing court order; Coordinating registration of same against title; Related correspondence with C. Cassasola, and review of draft registration documents

MEMBER	DATE	HOURS	DESCRIPTION
ML	18/09/23	0.50	Review acknowledgement and direction and email to I. Aversa re same; Email to clerk re revising A&D and email to clients re same; Email to clerk re signed A&D
IEA	19/09/23	0.20	Emails with Bennington's counsel, client and M. Lici re next steps re receivership
ML	19/09/23	0.20	Draft email to Bennington's counsel re call to discuss; Call with I. Aversa re next steps vis-à-vis Bennington
IEA	20/09/23	0.50	Emails with client, Bennington's counsel and M. Lici; Emails with client re listing agreement and related matters
ML	20/09/23	0.10	Email to Bennington's counsel re setting up call
IEA	21/09/23	0.50	Telephone call with Bennington's counsel, client and M. Lici; Telephone call and emails with client and M. Lici re listing agreement and template sale agreement
ML	21/09/23	0.50	Call with Bennington's counsel, I. Aversa and B. Smith; Call with B. Smith and I. Aversa re next steps
IEA	22/09/23	0.10	Discussions with M. Lici re next steps
ML	22/09/23	0.10	Email to Olympia re loan and security documents
IEA	25/09/23	0.30	Emails with S. Johnson from Olympia re loan and security documents; Emails with client and R. Epstein
IEA	26/09/23	0.50	Emails with client and M. Lici re info reports from each of Larson and Bennington; Instructions to M. Lici re email to Bennington's counsel
ML	26/09/23	0.10	Email to Bennington's counsel re loan and security document
IEA	27/09/23	0.50	Engaged with reviewing correspondence and documentation from Bennington's counsel and instructions to M. Lici regarding same; Instructions to M. Lici regarding confirmation re municipal address and related matters
ML	27/09/23	0.40	Email to J. Dubelaar re modifying definition of property in receivership order, and email to S. Morris re security opinions re mortgage and lease
CEC	28/09/23	0.90	Receipt and review of email from J. Dubelaar and M. Lici; Review of title and PIN maps including cross-reference with Google Maps to determine municipal addresses;
IEA	28/09/23	0.40	Emails with counsel, client and M. Lici regarding update and next steps
SRM	29/09/23	0.90	Review email regarding opinion requirements; Order due diligence searches and begin review of same
SS	29/09/23	0.30	Conduct teraview searches; Review of title
TOTAL:		<hr/> 36.50	

OUR FEE	\$20,714.00
HST @ 13%	2,692.82

DISBURSEMENTS

Non-Taxable Disbursements

Teranet	69.00	
Total Non-Taxable Disbursements		\$69.00

Taxable Disbursements

Service Fee Teranet	11.50	
Teraview Search	89.70	
Total Taxable Disbursements		\$101.20
HST @ 13%		13.16

AMOUNT DUE

\$23,590.18 CAD

THIS IS OUR INVOICE HEREIN
AIRD & BERLIS LLP



Richard H. Epstein

E.&O.E.

Payment Information

Payment by Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	[REDACTED]
TD Centre	Transit No.:	[REDACTED]
55 King Street West	Account:	[REDACTED]
Toronto, ON M5K 1A2	Swift Code:	[REDACTED]

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IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

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Ira Smith Trustee & Receiver Inc.
 306-18 Wynford Drive
 Toronto, ON
 M3C 3S2 Canada

September 29, 2023

Attention: Mr. Ira Smith

Invoice No: 1354825

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
 Matter No: 309823

REMITTANCE SLIP

Total Fees	\$20,714.00
Total Non-Taxable Disbursements	69.00
Total Taxable Disbursements	101.20
Total Taxes	2,705.98

AMOUNT DUE \$23,590.18 CAD

Payment Information

Payment by Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	[REDACTED]
TD Centre	Transit No.:	[REDACTED]
55 King Street West	Account:	[REDACTED]
Toronto, ON M5K 1A2	Swift Code:	[REDACTED]

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Ira Smith Trustee & Receiver Inc.

October 30, 2023

Attention: Mr. Ira Smith

Invoice No: 1358319

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
Matter No: 309823

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending October 15, 2023

Total Fees	\$9,135.00
Total Disbursements	424.50
Total Taxes	1,217.79
Amount Due	\$10,777.29 CAD

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	[REDACTED]
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Toronto, ON M5K 1A2	Swift Code:	[REDACTED]

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GST / HST Registration # [REDACTED]

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Ira Smith Trustee & Receiver Inc.

October 30, 2023

Attention: Mr. Ira Smith

Invoice No: 1358319

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
Matter No: 309823

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending October 15, 2023

MEMBER	DATE	HOURS	DESCRIPTION
AER	02/10/23	0.10	Receipt of instructions; Attend to pulling PIN; Email enclosing same
IEA	02/10/23	0.40	Emails re draft security opinion and next steps re same
SRM	02/10/23	7.20	Continue reviewing security and court materials; Order and review parcel page; Review equipment schedules to PPSA registrations; Emails regarding missing leases/schedules; Prepare draft opinion re charges; Prepare draft opinion re leases
IEA	03/10/23	1.00	Emails and discussions with counsel, client and A&B team re update and next steps
RHE	03/10/23	0.50	Meeting with M. Lici and I. Aversa; Call to I. Smith; Email to/from B. Smith
SRM	03/10/23	0.60	Review certified PPSA searches; Prepare security opinion for Charge granted to Cosman
IEA	04/10/23	1.00	Engaged with reviewing draft opinion re Cosman security and providing comments; Emails with A&B team re same; Engaged with reviewing correspondence and documents from debtor and emails and discussions with client, counsel and A&B team re same
RHE	04/10/23	0.40	Review emails from B. Smith; Emails to B. Smith
SRM	04/10/23	1.60	Review and revise Cosman security opinion to include additional security; Review additional certified PPSA searches; Review emails and discussion regarding tenants and rights of Receiver
IEA	05/10/23	0.10	Telephone call with R. Epstein re update and next steps
RHE	05/10/23	0.40	Telephone call with I. Aversa; Telephone call with J. Cosman; Emails to B. Smith
IEA	06/10/23	0.20	Emails with working group re next steps
RHE	06/10/23	0.70	Telephone call with I. Smith; Emails to/from B. Smith and J. Cosman; Telephone call with J. Cosman; Discuss with I. Aversa
SRM	06/10/23	0.10	Review certified PPSA search

MEMBER	DATE	HOURS	DESCRIPTION
IEA	10/10/23	0.20	Emails with working group re update and next steps
RHE	10/10/23	0.70	Review lease; Review of default provisions; Email to J. Cosman re: termination of lease
ML	12/10/23	0.20	Review and revise Bennington charge opinion
IEA	13/10/23	0.20	Emails with working group re correspondence from Bennington's counsel
IEA	15/10/23	0.20	Emails with working group re leases and defaults re same
RHE	15/10/23	0.70	Emails re: tenant default under the lease and next steps; Provide default provisions under the lease, etc.; Review of Appointment Order; Emails to/from I. Smith
TOTAL:		16.50	

OUR FEE \$9,135.00
 HST @ 13% 1,187.56

DISBURSEMENTS

Non-Taxable Disbursements

Due Diligence-Gov Fee	48.00	
Search Under P.P.S.A.	144.00	
Total Non-Taxable Disbursements		\$192.00

Taxable Disbursements

Due Diligence	60.00	
Service Provider Fee	132.70	
Teraview Search	39.80	
Total Taxable Disbursements		\$232.50
HST @ 13%		30.23

AMOUNT DUE **\$10,777.29 CAD**

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Richard H. Epstein

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
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Toronto, ON M5K 1A2	Swift Code:	[REDACTED]

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GST / HST Registration # [REDACTED]

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181 Bay Street
Toronto, Ontario M5J 2T9 Canada

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F 416 863 1515
airdberlis.com

Ira Smith Trustee & Receiver Inc.

October 30, 2023

Attention: Mr. Ira Smith

Invoice No: 1358319

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
Matter No: 309823

REMITTANCE SLIP

Total Fees	\$9,135.00
Total Non-Taxable Disbursements	192.00
Total Taxable Disbursements	232.50
Total Taxes	1,217.79

AMOUNT DUE

\$10,777.29 CAD

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

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 airdberlis.com

Ira Smith Trustee & Receiver Inc.
 306-18 Wynford Drive
 Toronto, ON
 M3C 3S2 Canada

December 28, 2023

Attention: Mr. Ira Smith

Invoice No: 1367292

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
 Matter No: 309823

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending December 15, 2023

Total Fees	\$16,259.50
Total Disbursements	168.70
Total Taxes	2,113.74
Amount Due	\$18,541.94 CAD

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	[REDACTED]
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Toronto, ON M5K 1A2	Swift Code:	[REDACTED]

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GST / HST Registration # [REDACTED]

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306-18 Wynford Drive
Toronto, ON
M3C 3S2 Canada

December 28, 2023

Attention: Mr. Ira Smith

Invoice No: 1367292

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
Matter No: 309823

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending December 15, 2023

FEES

Review email correspondence and draft reporting email to stakeholders; Call with I. Aversa and R. Epstein re next steps; Review and revise opinion letter and email to I. Aversa re same; Review audit response re rentals; Emails to/from J. Cosman; Telephone call with J. Cosman; Review of default letter; Call with I. Aversa re default under lease; Review receivership order and email to R. Epstein re terminating lease; Call with I. Lavrence re correspondence with debtor; Review tax documents and email to I. Aversa and R. Epstein re call with Bennington counsel; Email to R. Epstein re tax arrears documents, and email to I. Lavrence re same; Engaged with reviewing correspondence from working group re leases, etc., and discussions and instructions to M. Lici re same; Review email from Olympia Trust and law re syndicated mortgages, and email to I. Aversa re same; Email to clients re documents from Olympia Trust; Review and revise Cosman opinion, Bennington charge opinion, and Bennington lease opinion; Emails with working group re leases, defaults and next steps re same; Emails re loan and security documents from Olympia; Emails re: tenancy issues; Review s.21 of the Commercial Tenancies Act; Emails to B. Smith; Review and revise Bennington lease opinion and email to I. Aversa re same; Email to I. Aversa re Bennington charge opinion and Cosman opinion; Review additional leases, equipment schedules and schedules regarding collateral mortgages to secure leases; Review PPSA searches; Revise draft opinion and circulate same; Emails and discussions re draft security opinions and discussions and instructions to M. Lici and S. Morris re same; Review email from I. Smith re: tenancy issues; Telephone call with M. Gammone re: S. 21 of Commercial Tenancies Act; Call with M. Lici and I. Aversa; Email to I. Smith and B. Smith; Review consents, etc.; Emails from/to R. Epstein re Subtenant rights in mortgage enforcement scenario; Call with I. Aversa and R. Epstein re lease of premises; Emails and discussions regarding leases and defaults regarding same; Telephone call with R. Epstein and M. Lici regarding leases and next steps; Telephone call with I. Smith; Review email from I. Smith to Bennington; Telephone call with I. Aversa; Review email from I. Smith; Email to R. Epstein re PINs; Emails with counsel, client and A&B team regarding leases and next steps; Emails regarding correspondence to realtor; Emails regarding same; Telephone call with J. Cosman re: termination of tenancy; Emails to/from Receiver re: Larson Proposal to use the premises; Emails to M. Lici; Prepare draft letter agreement re leased premises; Emails regarding cancellation of listing agreement; Discussions with A&B team regarding same; Discussions and instruction to M. Lici regarding draft letter agreement; Prepare draft letter agreement and email to R. Epstein re same; Revise letter agreement and emails with R. Epstein re same; Emails regarding draft letter agreement regarding Larson re tenancy; Discussions and instructions to M. Lici regarding same; Draft temporary License Agreement; Emails re: lease; Emails with A&B team, client and counsel re Bennington leases; Emails and discussions re draft letter agreement with Larson; Discussions regarding same; Emails re: agreement; Emails re: Bennington; Emails re: HST, consignment, amounts, etc.; Emails with client regarding temporary licence letter to Larson; Review email from I. Smith re Webster claim, and instructions re service list; Revise service list and email to clients re same; Emails re service list; Emails re draft agreement with Larson and related matters; Review and reply to emails; Emails to I. Smith; Emails with client and counsel re signed agreement with Larson and receipt of related funds; Engaged with reviewing order from Bennington's counsel; Emails with working group re agreement with Larson; Emails from client and counsel regarding vacating premises; Emails with R. Epstein regarding update and next steps; Emails with working group re update and next steps; Emails to/from Bennington and Receiver; Emails with working group re Bennington's

equipment; Review email from B. Smith; Email to J. Cosman; Emails with working group re update re the proceedings and next steps re same; Emails with working group re property maintenance matters; Review emails from K. Larson re: chattels, snow removal and maintenance; Review email from B. Smith re: equipment at premises, etc.; Email reply to J. Cosman; Review email from Larson re: listing agreement; Email to Receiver; Emails with K. Larson, client and A&B team re appraisals and property listing; Emails with working group re ownership of assets; Emails re: claims to coolers, etc.; Engaged with reviewing correspondence from CRA; Review letter from CRA; Email to J. Cosman and others; Emails re correspondence from CRA; Emails with working group re correspondence from CRA; Emails with working group re correspondence from CRA

OUR FEE \$16,259.50
HST @ 13% 2,113.74

DISBURSEMENTS

Non-Taxable Disbursements

Teraview Search	168.70
Total Non-Taxable Disbursements	\$168.70

AMOUNT DUE \$18,541.94 CAD

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Richard H. Epstein

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank: TD Canada Trust TD Centre 55 King Street West Toronto, ON M5K 1A2	Beneficiary: Bank No.: Transit No.: Account: Swift Code:	Aird & Berlis LLP 
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Ira Smith Trustee & Receiver Inc.
 306-18 Wynford Drive
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December 28, 2023

Attention: Mr. Ira Smith

Invoice No: 1367292

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
 Matter No: 309823

REMITTANCE SLIP

Total Fees	\$16,259.50
Total Non-Taxable Disbursements	168.70
Total Taxes	2,113.74

AMOUNT DUE \$18,541.94 CAD

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Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
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Toronto, ON M5K 1A2	Swift Code:	[REDACTED]

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Toronto, Ontario M5J 2T9 Canada

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F 416 863 1515
airdberlis.com

Ira Smith Trustee & Receiver Inc.
306-18 Wynford Drive
Toronto, ON
M3C 3S2 Canada

January 29, 2024

Attention: Mr. Ira Smith

Invoice No: 1370424

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
Matter No: 309823

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending January 15, 2024

Total Fees	\$2,205.00
Total Taxes	286.65
Amount Due	\$2,491.65 CAD

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Bill.Com Payment Network ID: [REDACTED]

Email notification for EFT and WIRE payments: accounting@airdberlis.com

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt.

Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 6% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # [REDACTED]

* For legal services provided to clients residing in British Columbia, Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.



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Invoice No: 1370424

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Client No: 034489
 Matter No: 309823

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending January 15, 2024

FEES

Review of CRA Letter; Emails to B. Smith and O. Chaimovitch; Emails re: CRA Letter and other priority mortgage proceeds; Emails with working group re correspondence from CRA; Emails re: CRA obligations; Review email from B. Smith; Review insurance coverage, etc.; Email reply; Emails with working group re update and next steps; Emails with working group re update on sale process and borrowings by receiver; Emails to/from B. Smith; Emails with working group re update and next steps; Update service list and email to client re same; Emails with working group re market activity report and lending terms; Emails with working group re lending matters; Emails with working group re Receiver's certificate and related funds

OUR FEE

\$2,205.00

HST @ 13%

286.65

AMOUNT DUE

\$2,491.65 CAD

THIS IS OUR INVOICE HEREIN
 AIRD & BERLIS LLP

Richard H. Epstein

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	[REDACTED]
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Toronto, ON M5K 1A2	Swift Code:	[REDACTED]

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January 29, 2024

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Invoice No: 1370424

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
 Matter No: 309823

REMITTANCE SLIP

Total Fees	\$2,205.00
Total Taxes	286.65
AMOUNT DUE	<u>\$2,491.65 CAD</u>

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Ira Smith Trustee & Receiver Inc.
 306-18 Wynford Drive
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 M3C 3S2 Canada

February 22, 2024

Attention: Mr. Ira Smith

Invoice No: 1373684

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
 Matter No: 309823

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending February 13, 2024

Total Fees	\$1,547.50
Total Taxes	201.18
Amount Due	\$1,748.68 CAD

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	[REDACTED]
TD Centre	Transit No.:	[REDACTED]
55 King Street West	Account:	[REDACTED]
Toronto, ON M5K 1A2	Swift Code:	[REDACTED]

Payment by Cheque:

Payable To:
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 Brookfield Place, Suite 1800
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 Toronto, ON M5J 2T9

Bill.Com Payment Network ID: [REDACTED]

Email notification for EFT and WIRE payments: accounting@airdberlis.com

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GST / HST Registration # [REDACTED]

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February 22, 2024

Attention: Mr. Ira Smith

Invoice No: 1373684

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
 Matter No: 309823

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending February 13, 2024

MEMBER	DATE	HOURS	DESCRIPTION
IEA	20/01/24	0.20	Emails with working group re CRA letter and proposed response
IEA	21/01/24	0.20	Emails with working group re CRA letter and proposed response
RHE	21/01/24	0.70	Review email/letter from CRA; Reply to J. Cosman re: information request
IEA	26/01/24	0.20	Emails with working group re draft letter to CRA and related matters
IEA	05/02/24	0.20	Emails with working group re update re sale offers and next steps re same
IEA	07/02/24	0.20	Emails with working group re update and sale effort and next steps re same
RHE	13/02/24	0.20	Emails to/from I. Aversa and M. Lici
TOTAL:		<u>1.90</u>	

OUR FEE \$1,547.50
 HST @ 13% 201.18

AMOUNT DUE \$1,748.68 CAD

THIS IS OUR INVOICE HEREIN
 AIRD & BERLIS LLP

Richard H. Epstein

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
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February 22, 2024

Attention: Mr. Ira Smith

Invoice No: 1373684

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
 Matter No: 309823

REMITTANCE SLIP

Total Fees	\$1,547.50
Total Taxes	201.18
AMOUNT DUE	<u>\$1,748.68 CAD</u>

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
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Ira Smith Trustee & Receiver Inc.
 306-18 Wynford Drive
 Toronto, ON
 M3C 3S2 Canada

May 13, 2024

Attention: Mr. Ira Smith

Invoice No: 1384680

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
 Matter No: 309823

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending April 9, 2024

Total Fees	\$1,988.00
Total Taxes	258.44
Amount Due	\$2,246.44 CAD

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	[REDACTED]
TD Centre	Transit No.:	[REDACTED]
55 King Street West	Account:	[REDACTED]
Toronto, ON M5K 1A2	Swift Code:	[REDACTED]

Payment by Cheque:

Payable To:
 Aird & Berlis LLP
 Brookfield Place, Suite 1800
 181 Bay Street
 Toronto, ON M5J 2T9

Bill.Com Payment Network ID: [REDACTED]

Email notification for EFT and WIRE payments: accounting@airdberlis.com

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306-18 Wynford Drive
Toronto, ON
M3C 3S2 Canada

May 13, 2024

Attention: Mr. Ira Smith

Invoice No: 1384680

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
Matter No: 309823

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending April 9, 2024

MEMBER	DATE	HOURS	DESCRIPTION
ML	07/02/24	0.10	Review email from client re LawPro claim
ML	13/02/24	0.10	Reporting email to clients re LawPro
IEA	23/02/24	0.10	Emails with working group re CRA letter
RHE	15/03/24	0.20	Emails re: elevator; Email to J. Cosman
ML	18/03/24	0.20	Instructions re revised service list; Email to clients re updating service list
RHE	18/03/24	0.50	Emails re: elevator and inquiries; Emails to/from B. Smith; Emails to M. Lici
RHE	19/03/24	0.80	Email to P. Rombis; Email to M. Lici; Review reply and Statement of Claim
RHE	02/04/24	0.20	Review update from B. Smith with real estate re: allocation
RHE	04/04/24	0.30	Review emails re: sale of property
RHE	09/04/24	0.20	Emails re: insurance, etc.
TOTAL:		<u>2.70</u>	

OUR FEE \$1,988.00
HST @ 13% 258.44

AMOUNT DUE \$2,246.44 CAD

THIS IS OUR INVOICE HEREIN
AIRD & BERLIS LLP



Richard H. Epstein

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	[REDACTED]
TD Centre	Transit No.:	[REDACTED]
55 King Street West	Account:	[REDACTED]
Toronto, ON M5K 1A2	Swift Code:	[REDACTED]

Payment by Cheque:

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Bill.Com Payment Network ID: [REDACTED]

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Invoice No: 1384680

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
 Matter No: 309823

REMITTANCE SLIP

Total Fees	\$1,988.00
Total Taxes	258.44
AMOUNT DUE	<u>\$2,246.44 CAD</u>

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Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	[REDACTED]
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55 King Street West	Account:	[REDACTED]
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AIRD BERLIS

Richard H. Epstein
Direct: 416-865-3437
E-mail: repstein@airdberlis.com

May 31, 2024

Mr. Ira Smith
Ira Smith Trustee & Receiver Inc.
167 Applewood Crescent, Suite 6
Vaughan, ON
L4K 4K7 Canada

Dear Ira:

RE: RE: Receivership of Larson Properties Partnership Corp.
Our Matter No: 309823

Enclosed please find our invoice # 1387487 for services rendered to May 31, 2024. The balance due is \$44,685.73 CAD. Please include our invoice number in the payment detail section of your wire transfer.

I trust the foregoing is satisfactory. Please do not hesitate to call me if you have any questions.

Yours very truly,

AIRD & BERLIS LLP



Richard H. Epstein

RHE/ck

Encl.



Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

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F 416 863 1515
airdberlis.com

Ira Smith Trustee & Receiver Inc.
167 Applewood Crescent, Suite 6
Vaughan, ON
L4K 4K7 Canada

May 31, 2024

Attention: Mr. Ira Smith

Invoice No: 1387487

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
Matter No: 309823

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending May 31, 2024

Total Fees	\$39,178.00
Total Disbursements	386.11
Total Taxes	5,121.62
Amount Due	\$44,685.73 CAD

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	[REDACTED]
TD Centre	Transit No.:	[REDACTED]
55 King Street West	Account:	[REDACTED]
Toronto, ON M5K 1A2	Swift Code:	[REDACTED]

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167 Applewood Crescent, Suite 6
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May 31, 2024

Attention: Mr. Ira Smith

Invoice No: 1387487

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
Matter No: 309823

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending May 31, 2024

MEMBER	DATE	HOURS	DESCRIPTION
RHE	04/25/2024	0.70	Telephone call with J. Cosman re: possible sale interest and process, etc.
RHE	05/07/2024	0.30	Review emails from B. Smith; Discuss with J. Cosman
RHE	05/08/2024	1.30	Review email re: offers; Meeting with J. Cosman; Call with J. Cosman and broker
RHE	05/09/2024	1.30	Emails and telephone call re: offer for property and reply; Meeting with J. Cosman
RHE	05/14/2024	0.30	Telephone call with J. Cosman re: sale of property
IEA	05/15/2024	3.00	Engaged with reviewing the signed APS; Emails and discussions with R. Epstein and M. Lici re same; Emails with client and M. Lici re same; Instructions to M. Lici re next steps; Telephone call with client and M. Lici; Consider next steps
ML	05/15/2024	0.70	Call with I. Aversa and B. Smith; Review London practice directions re securing court date
RHE	05/15/2024	0.60	Review emails; Review Agreement of Purchase and Sale; Multiple emails to/from I. Aversa
IEA	05/16/2024	1.00	Emails with M. Lici and court office re hearing dates; Emails re security of premises; Emails re draft confidentiality agreement; Discussions and instructions to M. Lici re next steps
ML	05/16/2024	0.50	Research procedure for motions in London and email to London court re dates; Emails with London Bankruptcy Office; Call with I. Aversa re motion
IEA	05/21/2024	1.00	Emails re deposit of funds; Engaged with reviewing correspondence and report from broker; Emails and instructions to M. Lici re same
ML	05/21/2024	0.10	Call with I. Aversa
RHE	05/21/2024	0.30	Review emails from F. Vrenjak; Email to I. Aversa

MEMBER	DATE	HOURS	DESCRIPTION
IEA	05/22/2024	1.10	Emails and discussions with M. Lici re preparation of motion material and next steps re sale approval motion
ML	05/22/2024	3.30	Review opinions and email to I. Aversa re NTDs; Email to clerks re updating searches; Email to clerk re tax certificate; Draft email to client
RHE	05/22/2024	0.30	Review emails from B. Smith; Emails to I. Aversa and M. Lici
SRM	05/22/2024	0.20	Review email; Order updated PPSA searches
CEC	05/23/2024	0.70	Receipt of emails from M. Lici, telephone call to City of Stratford and draft of letter to City of Stratford requesting tax certificate; Discussions and emails to S. Chick and City of Stratford; Request and review of parcel registers for subject properties and email thereof to M. Lici with report thereof;
IEA	05/23/2024	1.20	Emails with A&B team re fee affidavit, security opinion, tax certificate, draft motion materials and draft court report; Discussions and instructions to M. Lici re same; Engaged with reviewing the draft report of the Receiver and discussions and instructions to M. Lici re the draft report and the draft motion materials
ML	05/23/2024	1.00	Begin drafting motion materials for motion for AVO
RHE	05/23/2024	1.00	Review agent's report; Review draft receiver's report; Email to I. Aversa
SRM	05/23/2024	0.50	Review PPSA search and report on same; Review parcel pages and certificate re Tax Arrears; Revise and circulate updated opinion
CEC	05/24/2024	0.30	Telephone voicemail with City of Stratford tax department and email to I. Aversa reporting thereon; Receipt and review of tax certificate from City of Statford and report thereon to I. Aversa and reply to City of Stratford tax department;
IEA	05/24/2024	2.20	Engaged with reviewing, revising and finalizing security opinion; Engaged with reviewing documents and emails from broker and instructions to M. Lici re same; Emails with client and A&B team re tax certificate and related tax arrears
ML	05/24/2024	0.30	Call with I. Aversa, finalize Cosman opinion and email to clients re same; Email to B. Smith re tax certificate
SRM	05/24/2024	0.20	Review high-volume search and finalize opinion
ML	05/26/2024	2.70	Draft Ancillary Relief and Discharge order, and AVO
IEA	05/27/2024	0.50	Emails with client and M. Lici re security opinion, tax certificate and draft motion materials; Instructions to M. Lici
ML	05/27/2024	8.10	Review and revise report; Prepare draft AVO, draft Ancillary Relief Order; Draft NOM
RHE	05/27/2024	0.30	Email to/from B. Smith, M. Lici and I. Aversa; Telephone call with J. Cosman

MEMBER	DATE	HOURS	DESCRIPTION
IEA	05/28/2024	3.50	Emails with client and M. Lici re security opinion, tax certificate and next steps re draft materials and court hearing; Telephone call with client and M. Lici re same; Engaged with reviewing confidential supplement and providing comments; Emails re confidential supplement; Engaged with reviewing the draft report and draft motion materials and providing comments
ML	05/28/2024	2.30	Continue drafting and revising notice of motion, orders and Receiver's report, and email to I. Aversa re same; Call with I. Aversa and B. Smith re security
IEA	05/29/2024	3.00	Engaged with reviewing and revising the draft report and the related motion materials; Discussions and instructions to M. Lici re same; Emails and discussions re Tyco invoice
ML	05/29/2024	2.50	Review and revise Confidential Supplement and review same with I. Aversa; Review and revise Report and email to J. Dubelaar re closing
IEA	05/30/2024	1.50	Emails and discussions with A&B team re real estate matters; Emails with client re same; Telephone call with J. Dubelaar; Emails re Tyco; Engaged with reviewing draft closing process with J. Dubelaar; Emails with purchaser's counsel
JBD	05/30/2024	5.00	Reviewing purchase agreement and draft court materials; Related correspondence with I. Aversa, K. Carty and M. Lici; Drafting preliminary list of questions various regarding transaction matters; Drafting closing agenda and closing documents; Conducting preliminary title review
KC	05/30/2024	1.10	Telephone call re: transaction; search of title; search of MPAC re: roll numbers; request for tax certificate and cheque;
ML	05/30/2024	0.20	Call with I. Aversa and J. Dubelaar re closing of transaction
RHE	05/30/2024	0.30	Emails to/from I. Aversa
IEA	05/31/2024	1.00	Emails re Tyco; Emails and discussions with A&B team regarding draft approval and vesting order and related schedules and legal description of property
JBD	05/31/2024	1.80	Reviewing and revising approval and vesting order; Reviewing registered title regarding encumbrances to be discharged from title; Related correspondence with K. Carty and I. Aversa; Revising closing agenda and draft closing documents; Corresponding with purchaser's counsel regarding various pre-closing matters
KC	05/31/2024	1.60	Review of title; amendments to schedules to draft Vesting Order; review of title for 21 Market Street; review of precedent AVOs registered;
TOTAL:		58.80	

OUR FEE \$39,178.00
 HST @ 13% 5,093.14

DISBURSEMENTS

Non-Taxable Disbursements

Application Fee	135.00
Search Under P.P.S.A.	32.00
Total Non-Taxable Disbursements	\$167.00

Taxable Disbursements

Courier/Delivery	96.91
Service Provider Fee	28.60
Teraview Search	93.60
Total Taxable Disbursements	\$219.11
HST @ 13%	28.48

AMOUNT DUE

\$44,685.73 CAD

THIS IS OUR INVOICE HEREIN
AIRD & BERLIS LLP



Richard H. Epstein

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	[REDACTED]
TD Centre	Transit No.:	[REDACTED]
55 King Street West	Account:	[REDACTED]
Toronto, ON M5K 1A2	Swift Code:	[REDACTED]

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Bill.Com Payment Network ID: [REDACTED]

Email notification for EFT and WIRE payments: accounting@airdberlis.com

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt.

Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 6% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # [REDACTED]

* For legal services provided to clients residing in British Columbia, Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.



Aird & Berlis LLP
 Brookfield Place, Suite 1800
 181 Bay Street
 Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
 F 416 863 1515
 airdberlis.com

Ira Smith Trustee & Receiver Inc.
 167 Applewood Crescent, Suite 6
 Vaughan, ON
 L4K 4K7 Canada

May 31, 2024

Attention: Mr. Ira Smith

Invoice No: 1387487

Re: RE: Receivership of Larson Properties Partnership Corp.

Client No: 034489
 Matter No: 309823

REMITTANCE SLIP

Total Fees	\$39,178.00
Total Non-Taxable Disbursements	167.00
Total Taxable Disbursements	219.11
Total Taxes	5,121.62

AMOUNT DUE \$44,685.73 CAD

Payment by EFT / Wire Transfer:

Beneficiary Bank:
 TD Canada Trust
 TD Centre
 55 King Street West
 Toronto, ON M5K 1A2

Beneficiary: Aird & Berlis LLP
 Bank No.: [REDACTED]
 Transit No.: [REDACTED]
 Account: [REDACTED]
 Swift Code: [REDACTED]

Payment by Cheque:

Payable To:
 Aird & Berlis LLP
 Brookfield Place, Suite 1800
 181 Bay Street
 Toronto, ON M5J 2T9

Bill.Com Payment Network ID: [REDACTED]

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GST / HST Registration # [REDACTED]

* For legal services provided to clients residing in British Columbia, Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Attached is Exhibit "B"

Referred to in the
AFFIDAVIT OF IAN AVERSA

Sworn before me

this 4th day of June, 2024

DocuSigned by:

Matilda Lici

7CE576F4AA3D4CA...

Commissioner for taking Affidavits, etc

STATEMENT OF RESPONSIBLE INDIVIDUALS

Aird & Berlis LLP's professional fees herein are made with respect to the following individuals

Lawyer	Call to Bar	Hrly Rate	Total Time	Value
Aversa, I.	2008	\$750.00 (2023)	24.3	\$18,225.00
		\$850.00 (2024)	20.8	\$17,680.00
Epstein, R.	1992	\$695.00 (2023)	18.1	\$12,579.50
		\$775.00 (2024)	10.1	\$7,827.50
Dubelaar, J.	2012	\$725.00 (2023)	0.8	\$580.00
		\$775.00 (2024)	6.8	\$5,270.00
Lici, M.	2020	\$395.00 (2023)	25.6	\$9,993.50
		\$495.00 (2024)	22.2	\$10,989.00
Gammone, M.	2002	\$675.00 (2023)	0.3	\$202.50
Clerk/Student	Call to Bar	Hrly Rate	Total Time	Value
Morris, S.	N/A	\$440.00 (2023)	11.9	\$5,236.00
		\$485.00 (2024)	0.9	\$436.50
Saint-Louis, S.	N/A	\$240.00 (2023)	0.3	\$72.00
Rosalin, A.	N/A	\$380.00 (2023)	0.1	\$38.00
Casasola, C.	N/A	\$340.00 (2023)	2.0	\$680.00
		\$375.00 (2024)	1.0	\$375.00
Carty, K.	N/A	\$375.00 (2024)	2.7	\$1,012.50

**Standard hourly rates listed. However, in certain circumstances adjustments to the account were made.*

COSMAN MORTGAGE CAPITAL CORPORATION

-and-

LARSON PROPERTIES PARTNERSHIP CORP.

Applicant

Respondent

Court File No. CV-23-00001179-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at LONDON

**AFFIDAVIT OF IAN AVERSA
(sworn June 4, 2024)**

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Ian Aversa (LSO # 55449N)

Tel: (416) 865-3082

Email: iaversa@airdberlis.com

Matilda Lici (LSO # 79621D)

Tel : (416) 865-3428

Email : mlici@airdberlis.com

*Counsel for Ira Smith Trustee & Receiver Inc., in its
capacity as court-appointed receiver of the lands and
premises registered in the name of Larson
Properties Partnership Corp*

**COSMAN MORTGAGE CAPITAL
CORPORATION**
Applicant

and

LARSON PROPERTIES PARTNERSHIP CORP.
Respondent

Court File No. CV-23-00001179-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
LONDON

FIRST REPORT OF IRA SMITH
TRUSTEE & RECEIVER INC.

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Ian Aversa (LSO #55449N)

Tel: (416) 865-3082

Email: iaversa@airdberlis.com

Matilda Lici (LSO #79621D)

Tel: (416) 865-3428

Email: mlici@airdberlis.com

*Counsel for Ira Smith Trustee & Receiver Inc., in its capacity
as court-appointed receiver of the lands and premises
registered in the name of Larson Properties Partnership Corp.*

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) FRIDAY, THE 14TH
JUSTICE)
) DAY OF JUNE, 2024

B E T W E E N :

COSMAN MORTGAGE CAPITAL CORPORATION

Applicant

- and -

LARSON PROPERTIES PARTNERSHIP CORP.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by Ira Smith Trustee & Receiver Inc. in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) without security, of the lands and premises registered in the name of Larson Properties Partnership Corp. (the “**Debtor**”) for an order (a) approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**APS**”) between the Receiver and Devcor Capital Inc. (the “**Purchaser**”) dated May 8, 2024 and accepted May 15, 2024 and appended to the First Report of the Receiver dated June 4, 2024 (the “**First Report**”), and (b) vesting in the Purchaser the Debtor’s right, title and interest in and to the property known municipally as 31-33 Market Place, Stratford, Ontario and legally described in **Schedule “A”** hereto (the “**Property**”), was heard this day at 80 Dundas St., London, Ontario.

ON READING the Notice of Motion and the First Report, filed, and on hearing the submissions of counsel for the Receiver, and all other counsel and parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Daisy Jin sworn June 4, 2024, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that all capitalized terms not otherwise defined herein shall be as defined in the APS.
2. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record in support of this Motion and the First Report be and is hereby validated, such that this Motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF THE TRANSACTION

3. **THIS COURT ORDERS** that the Receiver's engagement of Cushman & Wakefield Waterloo Region Ltd. pursuant to a listing agreement dated November 10, 2023 for the marketing and sale of the Property be and is hereby approved.
4. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the APS by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Property to the Purchaser.
5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Property described in the APS shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**")

including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Howard dated September 15, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule “C”** hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule “D”**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Property are hereby expunged and discharged as against the Property.

6. **THIS COURT ORDERS** that upon the registration in the Land Registry Office No. 44 at the Land Titles Division of Perth located at 59 Lorne Avenue East, Unit B, Stratford, Ontario, N5A 6S4 of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject Property identified in **Schedule “A”** hereto in fee simple, and is hereby directed to delete and expunge from title to the Property all of the Claims listed in **Schedule “C”** hereto.

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

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

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Debtor,

the vesting of the Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

11. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

Schedule A – Description of the Property

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**”).

Schedule B – Form of Receiver’s Certificate

Court File No. CV-23-00001179-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

COSMAN MORTGAGE CAPITAL CORPORATION

Applicant

- and -

LARSON PROPERTIES PARTNERSHIP CORP.

Respondent

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Howard of the Ontario Superior Court of Justice (the “**Court**”) dated September 15, 2023, Ira Smith Trustee & Receiver Inc. was appointed as the receiver (in such capacity, the “**Receiver**”) of the lands and premises registered in the name of Larson Properties Partnership Corp. (the “**Debtor**”) 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 “**Real Property**”).

B. Pursuant to an Order of the Court dated June 14, 2024, the Court approved the agreement of purchase and sale dated May 8, 2024 and accepted May 15, 2024 (the “**APS**”) between the Receiver and Devcor Capital Inc. (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Real Property, which vesting is to be effective with respect to the Real Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the purchase price for the Real Property; (ii) that the conditions to Closing as set out in the APS have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the purchase price for the Real Property payable on the closing date pursuant to the APS;
2. The conditions to closing as set out in the APS have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**Ira Smith Trustee & Receiver Inc., in its capacity as
Receiver of LARSON PROPERTIES PARTNERSHIP
CORP., and not in its personal capacity**

Per:

Name:

Title:

Schedule C – Claims to be deleted and expunged from title to Real Property

FOR BOTH OF PIN 53117 - 0084 LT and PIN 53117-0085 LT

Registration Number	Date	Instrument Type	Amount	Parties From	Parties To
PC169038	2019/06/14	Charge	\$2,400,000.00	Larson Properties Partnership Corp.	Cosman Mortgage Capital Corporation
PC169039	2019/06/14	Notice of Assignment of Rents – General		Larson Properties Partnership Corp.	Cosman Mortgage Capital Corporation
PC169081	2019/06/17	Charge	\$1,629,140.00	Larson Properties Partnership Corp.	Olympia Trust Company
PC169528	2019/06/17	Charge	\$350,000.00	Larson Properties Partnership Corp.	Bennington Financial Corp.
PC169529	2019/06/28	Postponement		Olympia Trust Company	Bennington Financial Corp
PC169765	2019/07/09	Notice		Larson Properties Partnership Corp.	Olympia Trust Company
PC217133	2023/09/18	Application to Register Court Order		Ontario Superior Court of Justice	Ira Smith Trustee & Receiver Inc.
PC218664	2023/11/17	Certificate	\$64,006.00	The Corporation of the City of Stratford	

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

(unaffected by the Vesting Order)

FOR PIN 53117 - 0084 LT

Registration Number	Date	Instrument Type	Amount	Parties From	Parties To
S/T and T/W Interest(s) R252604	1984/02/13	Transfer/Deed		Gus Karamountzos, In Trust	552853 Ontario Inc.
PC59883	2008/04/26	Application (General)		Royal Corp.	
PC142527	2016/11/21	Transfer/Deed	\$1,960,000.00	Basran-Sons Inc.	Larson Holdings Inc.
PC157437	2018/05/09	Application Change Name – Owner		Larson Holdings Inc.	Larson Properties Partnership Corp.

FOR PIN 53117-0085 LT

Registration Number	Date	Instrument Type	Amount	Parties From	Parties To
S/T and T/W Interest(s) R336998	1993/06/23	Transfer/Deed	\$140,000.00	The Canadian Red Cross Society	260568 Holdings Limited
PC132932	2015/11/05	Transfer/Deed	\$515,000.00	Bayer, Catherine	Damlar Inc.
PC157438	2018/05/09	Application Change Name – Owner		Damlar Inc.	Larson Properties Partnership Corp.

COSMAN MORTGAGE CAPITAL CORPORATION
Applicant

and

LARSON PROPERTIES PARTNERSHIP CORP.
Respondent

Court File No. CV-23-00001179-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT LONDON

APPROVAL AND VESTING ORDER

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Ian Aversa (LSO #55449N)

Tel: (416) 865-3082

Email: iaversa@airdberlis.com

Matilda Lici (LSO #79621D)

Tel: (416) 865-3428

Email: mlici@airdberlis.com

Counsel for Ira Smith Trustee & Receiver Inc., in its capacity
as Receiver of Larson Properties Partnership Corp.

TAB 4

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) ~~WEEKDAY~~FRIDAY, THE #14TH
JUSTICE)
DAY OF ~~MONTH~~JUNE, ~~20YR~~2024

B E T W E E N :

PLAINTIFF

Plaintiff

COSMAN MORTGAGE CAPITAL CORPORATION

Applicant

- and -

DEFENDANT

Defendant

LARSON PROPERTIES PARTNERSHIP CORP.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~Ira Smith Trustee & Receiver Inc. in its capacity as the Court-appointed receiver (in such capacity, the "Receiver") without security, of the ~~undertaking, property and assets of [DEBTOR]~~lands and premises registered in the name of Larson Properties Partnership Corp. (the "Debtor") for an order (a) approving the

sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "~~Sale Agreement~~" "APS") between the Receiver and ~~[NAME OF PURCHASER]~~ Devcor Capital Inc. (the "Purchaser") dated ~~[DATE]~~ May 8, 2024 and accepted May 15, 2024 and appended to the First Report of the Receiver dated ~~[DATE]~~ June 4, 2024 (the "First Report"), and (b) vesting in the Purchaser the Debtor's right, title and interest in and to the ~~assets~~ property known municipally as 31-33 Market Place, Stratford, Ontario and legally described in the Sale Agreement Schedule "A" hereto (the "~~Purchased Assets~~" "Property"), was heard this day at ~~330 University Avenue, Toronto~~ 80 Dundas St., London, Ontario.

ON READING the Notice of Motion and the First Report, filed, and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~ and all other counsel and parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of ~~[NAME]~~ Daisy Jin sworn ~~[DATE]~~ June 4, 2024, filed[†]:

SERVICE AND DEFINITIONS

1. THIS COURT ORDERS that all capitalized terms not otherwise defined herein shall be as defined in the APS.
2. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record in support of this Motion and the First Report be and is hereby validated, such that this Motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF THE TRANSACTION

3. THIS COURT ORDERS that the Receiver's engagement of Cushman & Wakefield Waterloo Region Ltd. pursuant to a listing agreement dated November 10, 2023 for the marketing and sale of the Property be and is hereby approved.

[†] This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.

4. ~~1.~~ **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved,² and the execution of the ~~Sale Agreement~~APS by the Receiver³ is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the ~~Purchased Assets~~Property to the Purchaser.

5. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule A** "B" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the ~~Purchased Assets~~Property described in the ~~Sale Agreement [and listed on Schedule B hereto]~~⁴APS shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~Howard dated ~~[DATE]~~September 15, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule** "C" hereto (all of which are collectively referred to as the "Encumbrances", which

²~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

³~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

⁴~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

⁵~~The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule “D”**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the ~~Purchased Assets~~Property are hereby expunged and discharged as against the ~~Purchased Assets~~Property.

6. ~~3.~~ **THIS COURT ORDERS** that upon the registration in the Land Registry Office for No. 44 at the ~~[Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver]~~Land Titles Division of {LOCATION} Perth located at 59 Lorne Avenue East, Unit B, Stratford, Ontario, N5A 6S4 of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject ~~real property~~Property identified in **Schedule B“A”** hereto (the “~~Real Property~~”) in fee simple, and is hereby directed to delete and expunge from title to the ~~Real~~Property all of the Claims listed in **Schedule “C”** hereto.

7. ~~4.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the ~~Purchased Assets~~Property shall stand in the place and stead of the ~~Purchased Assets~~Property, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the ~~Purchased Assets~~Property with the same priority as they had with respect to the ~~Purchased Assets~~Property immediately prior to the sale⁸, as if the ~~Purchased Assets~~Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

⁶~~Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

⁷~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

⁸~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

~~6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

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

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

the vesting of the ~~Purchased Assets~~ Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the ~~*Bankruptcy and Insolvency Act (Canada)*~~ BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

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

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

11. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

Schedule A – Description of the Property

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”).

Schedule ~~A~~B – Form of Receiver’s Certificate

Court File No. ~~_____~~ CV-23-00001179-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
~~COMMERCIAL LIST~~

B E T W E E N :

~~PLAINTIFF~~

Plaintiff

COSMAN MORTGAGE CAPITAL CORPORATION

Applicant

- and -

~~DEFENDANT~~

Defendant

LARSON PROPERTIES PARTNERSHIP CORP.

Respondent

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Mr. Justice Howard of the Ontario Superior Court of Justice (the “Court”) dated ~~[DATE OF ORDER], [NAME OF RECEIVER]~~ September 15, 2023, Ira Smith Trustee & Receiver Inc. was appointed as the receiver (in such capacity, the “Receiver”) of the ~~undertaking, property and assets of [DEBTOR]~~ lands and premises registered in the name of Larson Properties Partnership Corp. (the

“Debtor”) 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 “Real Property”).

B. Pursuant to an Order of the Court dated ~~[DATE]~~June 14, 2024, the Court approved the agreement of purchase and sale ~~made as of [DATE OF AGREEMENT]~~dated May 8, 2024 and accepted May 15, 2024 (the ~~“Sale Agreement”~~“APS”) between the Receiver ~~[Debtor]~~ and ~~[NAME OF PURCHASER]~~Devcor Capital Inc. (the ~~“Purchaser”~~) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the ~~Purchased Assets~~Real Property, which vesting is to be effective with respect to the ~~Purchased Assets~~Real Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the ~~Purchase Price~~purchase price for the ~~Purchased Assets~~Real Property; (ii) that the conditions to Closing as set out in ~~section 1 of the Sale Agreement~~APS have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

~~[NAME OF RECEIVER]~~Ira Smith Trustee & Receiver Inc., in its capacity as Receiver of ~~the undertaking, property and assets of~~ ~~[DEBTOR]~~LARSON PROPERTIES PARTNERSHIP CORP., and not in its personal capacity

Per:

Name:

Title:

Schedule C – Claims to be deleted and expunged from title to Real Property

FOR BOTH OF PIN 53117 - 0084 LT and PIN 53117-0085 LT

<u>Registration Number</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
<u>PC169038</u>	<u>2019/06/14</u>	<u>Charge</u>	<u>\$2,400,000.00</u>	<u>Larson Properties Partnership Corp.</u>	<u>Cosman Mortgage Capital Corporation</u>
<u>PC169039</u>	<u>2019/06/14</u>	<u>Notice of Assignment of Rents – General</u>		<u>Larson Properties Partnership Corp.</u>	<u>Cosman Mortgage Capital Corporation</u>
<u>PC169081</u>	<u>2019/06/17</u>	<u>Charge</u>	<u>\$1,629,140.00</u>	<u>Larson Properties Partnership Corp.</u>	<u>Olympia Trust Company</u>
<u>PC169528</u>	<u>2019/06/17</u>	<u>Charge</u>	<u>\$350,000.00</u>	<u>Larson Properties Partnership Corp.</u>	<u>Bennington Financial Corp.</u>
<u>PC169529</u>	<u>2019/06/28</u>	<u>Postponement</u>		<u>Olympia Trust Company</u>	<u>Bennington Financial Corp</u>
<u>PC169765</u>	<u>2019/07/09</u>	<u>Notice</u>		<u>Larson Properties Partnership Corp.</u>	<u>Olympia Trust Company</u>
<u>PC217133</u>	<u>2023/09/18</u>	<u>Application to Register Court Order</u>		<u>Ontario Superior Court of Justice</u>	<u>Ira Smith Trustee & Receiver Inc.</u>
<u>PC218664</u>	<u>2023/11/17</u>	<u>Certificate</u>	<u>\$64,006.00</u>	<u>The Corporation of the City of Stratford</u>	

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

(unaffected by the Vesting Order)

FOR PIN 53117 - 0084 LT

<u>Registration Number</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
<u>S/T and T/W Interest(s)</u> <u>R252604</u>	<u>1984/02/13</u>	<u>Transfer/Deed</u>		<u>Gus Karamountzos</u> <u>, In Trust</u>	<u>552853</u> <u>Ontario Inc.</u>
<u>PC59883</u>	<u>2008/04/26</u>	<u>Application (General)</u>		<u>Royal Corp.</u>	
<u>PC142527</u>	<u>2016/11/21</u>	<u>Transfer/Deed</u>	<u>\$1,960,000.00</u>	<u>Basran-Sons Inc.</u>	<u>Larson Holdings Inc.</u>
<u>PC157437</u>	<u>2018/05/09</u>	<u>Application Change Name – Owner</u>		<u>Larson Holdings Inc.</u>	<u>Larson Properties Partnership Corp.</u>

FOR PIN 53117-0085 LT

<u>Registration Number</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
<u>S/T and T/W Interest(s)</u> <u>R336998</u>	<u>1993/06/23</u>	<u>Transfer/Deed</u>	<u>\$140,000.00</u>	<u>The Canadian Red Cross Society</u>	<u>260568</u> <u>Holdings Limited</u>
<u>PC132932</u>	<u>2015/11/05</u>	<u>Transfer/Deed</u>	<u>\$515,000.00</u>	<u>Bayer, Catherine</u>	<u>Damlar Inc.</u>
<u>PC157438</u>	<u>2018/05/09</u>	<u>Application Change Name – Owner</u>		<u>Damlar Inc.</u>	<u>Larson Properties Partnership Corp.</u>

COSMAN MORTGAGE CAPITAL CORPORATION
Applicant

and

LARSON PROPERTIES PARTNERSHIP CORP.
Respondent

Court File No. CV-23-00001179-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT LONDON

APPROVAL AND VESTING ORDER

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Ian Aversa (LSO #55449N)

Tel: (416) 865-3082

Email: iaversa@airdberlis.com

Matilda Lici (LSO #79621D)

Tel: (416) 865-3428

Email: mlici@airdberlis.com

Counsel for Ira Smith Trustee & Receiver Inc., in its capacity
as Receiver of Larson Properties Partnership Corp.

Document comparison by Workshare Compare on June 4, 2024 6:04:45 PM

Input:	
Document 1 ID	iManage://cloudimanager.com/cm/60452887/1
Description	#60452887v1<cloudimanager.com> - Draft Approval and Vesting Order
Document 2 ID	iManage://cloudimanager.com/cm/60452887/2
Description	#60452887v2<cloudimanager.com> - Draft Approval and Vesting Order
Rendering set	Standard

Legend:	
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Statistics:

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Insertions	277
Deletions	140
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Style changes	0
Format changes	0
Total changes	417

TAB 5

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) FRIDAY, THE 14TH
)
JUSTICE) DAY OF JUNE, 2024
)

B E T W E E N :

COSMAN MORTGAGE CAPITAL CORPORATION

Applicant

- and -

LARSON PROPERTIES PARTNERSHIP CORP.

Respondent

ANCILLARY RELIEF AND DISCHARGE ORDER

THIS MOTION, made by Ira Smith Trustee & Receiver Inc. (“**ISI**”) in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) without security, of the lands and premises registered in the name of Larson Properties Partnership Corp. (the “**Debtor**”) for an order, *inter alia*, (a) approving the First Report of the Receiver dated June 4, 2024 (the “**First Report**”) and the Receiver’s conduct and activities described therein; (b) approving the fees and disbursements of the Receiver and its counsel; (c) authorizing and directing the Receiver to make certain payments and distributions arising from the proceeds of the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**APS**”) between the Receiver and Devcor Capital Inc. (the “**Purchaser**”) dated May 8, 2024 and accepted May 15, 2024; and (d) discharging the Receiver was heard this day by judicial videoconference at 80 Dundas St., London, Ontario.

ON READING the Notice of Motion and the First Report, filed, and on hearing the submissions of counsel for the Receiver, and all other counsel and parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Daisy Jin sworn June 4, 2024, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record in support of this Motion and the First Report be and is hereby validated, such that this Motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF THE RECEIVER'S ACTIVITIES AND FEES

2. **THIS COURT ORDERS** that the First Report and the conduct and activities of the Receiver as set out therein be and are hereby approved, provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize, in any way, such approvals.

3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver up to and including May 31, 2024, as set out in the First Report and the fee affidavit of Brandon Smith sworn June 4, 2024, appended to the First Report, are hereby approved.

4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's counsel, Aird & Berlis LLP, up to and including May 31, 2024, as set out in the First Report and the fee affidavit of Ian Aversa sworn June 4, 2024, appended to the First Report, are hereby approved.

5. **THIS COURT ORDERS** that the Remaining Fees and Disbursements (as defined in the First Report) be and are hereby approved and that no further approval of the fees and disbursements is required.

SEALING OF CONFIDENTIAL APPENDICES

6. **THIS COURT ORDERS** that the Confidential Supplement to the First Report, and each appendice appended thereto, shall be and is hereby sealed, kept confidential, and shall not form part of the public record until the closing of the Transaction or further Order of this Court.

DISTRIBUTIONS

7. **THIS COURT ORDERS** that the Receiver is hereby authorized to make (or cause to be made) a distribution to The Corporation of the City of Stratford in respect of property taxes owing on the Real Property and such other amounts as may be due and owing by the Debtor in respect of property tax arrears, in each case in such amount(s), if any, as the Receiver determines is required.

8. **THIS COURT ORDERS** that subject to the Receiver maintaining such reserves as the Receiver deems appropriate for the proper administration of the receivership estate, and the payment by the Receiver of the amounts secured under the Receiver's Borrowings Charge (as defined in the Receivership Order), the fees of the Receiver and its counsel, and other residual costs and expenses incurred in the administration of the receivership estate, the Receiver be and is hereby authorized and directed to distribute to Cosman Mortgage Capital Corporation, in respect of its secured claim, the net proceeds of the receivership estate, but not to exceed the amount of its secured claim.

9. **THIS COURT ORDERS** that notwithstanding anything else contained in this Order, each of the payments and distributions provided for in this Order shall be made free and clear of all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Howard dated September 15, 2023; and (ii) all charges security interests, liens, trusts, or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property or real property registry system.

10. **THIS COURT ORDERS** that the Receiver or any other person facilitating payments and distributions pursuant to this Order shall be entitled to deduct and withhold from any such payment or distribution such amounts as may be required to be deducted or withheld under any applicable law and to remit such amounts to the appropriate governmental authority or other person entitled thereto as may be required by such law. To the extent that amounts are so withheld or deducted and remitted to the appropriate governmental authority or other person

entitled thereto, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order.

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

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

any payment or distribution made pursuant to this Order is final and irreversible and shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

DISCHARGE OF THE RECEIVER AND TERMINATION

12. **THIS COURT ORDERS** that upon the Receiver filing with this Court a certificate substantially in the form appended hereto as **Schedule “A”** (the “**Receiver’s Discharge Certificate**”) certifying that the Receiver has completed all outstanding receivership matters in connection with its appointment as Receiver in these proceedings, the Receiver shall be unconditionally and absolutely discharged as Receiver, provided, however, that notwithstanding its discharge as Receiver herein, (a) ISI shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections and stays of proceedings in favour of ISI in its capacity as Receiver.

13. **THIS COURT FURTHER ORDERS AND DECLARES** that ISI is hereby released and discharged from any and all liability that ISI now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of ISI while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, ISI is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

14. **THIS COURT ORDERS** that upon the filing of the Receiver's Discharge Certificate, these proceedings shall be terminated without the need for any further authorization or approval.

GENERAL

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

16. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

Schedule A – Form of Receiver’s Discharge Certificate

Court File No. CV-23-00001179-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

COSMAN MORTGAGE CAPITAL CORPORATION

Applicant

- and -

LARSON PROPERTIES PARTNERSHIP CORP.

Respondent

RECEIVER’S DISCHARGE CERTIFICATE

A. By Order of the Ontario Superior Court of Justice dated September 15, 2023 (the “**Receivership Order**”), Ira Smith Trustee & Receiver Inc. was appointed as receiver (in such capacity, the “**Receiver**”), without security, of the Real Property (as defined in the Receivership Order) registered in the name of Larson Properties Partnership Corp. (the “**Debtor**”), including all proceeds thereof.

B. Pursuant to an Order of the Court dated June 14, 2024 (the “**Ancillary Relief and Discharge Order**”), the Court provided for the discharge of the Receiver upon the Receiver filing this certificate with the Court certifying that the Receiver has, to its knowledge, completed all outstanding receivership matters in connection with its appointment as Receiver in these proceedings (the “**Outstanding Matters**”).

1. **THE RECEIVER CERTIFIES** that it has, to its knowledge, completed the Outstanding Matters.

2. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**IRA SMITH TRUSTEE & RECEIVER INC.,
IN ITS CAPACITY AS RECEIVER OF
LARSON PROPERTIES PARTNERSHIP
CORP., AND NOT IN ITS PERSONAL
CAPACITY**

Per: _____

Name:

Title:

COSMAN MORTGAGE CAPITAL CORPORATION
Applicant

and

LARSON PROPERTIES PARTNERSHIP CORP.
Respondent

Court File No. CV-23-00001179-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT LONDON

RECEIVER'S DISCHARGE CERTIFICATE

Aird & Berlis LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Ian Aversa (LSO #55449N)

Tel: (416) 865-3082

Email: iaversa@airdberlis.com

Matilda Lici (LSO #79621D)

Tel: (416) 865-3428

Email: mlici@airdberlis.com

Counsel for Ira Smith Trustee & Receiver Inc., in its capacity
as Receiver of Larson Properties Partnership Corp.

COSMAN MORTGAGE CAPITAL CORPORATION
Applicant

and

LARSON PROPERTIES PARTNERSHIP CORP.
Respondent

Court File No. CV-23-00001179-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT LONDON

ANCILLARY RELIEF AND DISCHARGE ORDER

Aird & Berlis LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Ian Aversa (LSO #55449N)

Tel: (416) 865-3082

Email: iaversa@airdberlis.com

Matilda Lici (LSO #79621D)

Tel: (416) 865-3428

Email: mlici@airdberlis.com

Counsel for Ira Smith Trustee & Receiver Inc., in its capacity
as Receiver of Larson Properties Partnership Corp.

TAB 6

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, *Court 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*

SERVICE LIST
(As of June 3, 2024)

<p>DEVRY SMITH FRANK LLP Lawyers & Mediators 95 Barber Greene Road, Suite 100 Toronto, ON M3C 3E9</p> <p><i>Lawyers for the Applicant, Cosman Mortgage Capital Corporation</i></p>	<p>Oren Chaimovitch Tel: 416-446-3342 Email: oren.chaimovitch@devrylaw.ca</p> <p>James Satin Tel: 416-446-5820 Email: james.satin@devrylaw.ca</p>
<p>LARSON PROPERTIES PARTNERSHIP CORP. 31 Market Place Stratford, ON N5A 1A4</p> <p><i>Respondent</i></p>	<p>Kevin Larson Email: larson@big3equity.ca</p>
<p>DUNCAN, LINTON LLP Barrister & Solicitors 45 Erb Street east Waterloo, ON N2J 1L7</p> <p><i>Lawyers for the Respondent</i></p>	<p>David M. Steele Tel: 519-886-3340 Email: dms@kwlaw.net</p>

<p>IRA SMITH TRUSTEE & RECEIVER INC. 167 Applewood Crescent, Suite 6 Concord, ON L4K 4K7</p> <p><i>Receiver</i></p>	<p>Ira Smith Tel: 905-738-4167 ext. 111 Email: ira@irasmithinc.com</p> <p>Brandon Smith Tel: 905-738-4167 ext. 113 Email: brandon@irasmithinc.com</p>
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COSMAN MORTGAGE CAPITAL CORPORATION
Applicant

- and -

LARSON PROPERTIES PARTNERSHIP CORP.
Respondent

Court File No. CV-23-00001179-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at LONDON

MOTION RECORD OF
IRA SMITH TRUSTEE & RECEIVER INC.
(RETURNABLE JUNE 14, 2024)

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