

Court File No. CV-24-00720683-00CL

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

B E T W E E N:

CALICOM SOLUTIONS INC., LARDAN INVESTMENTS INC., 1407659  
ONTARIO INC., 1961362 ONTARIO INC., SOLEST INVESTMENTS  
LIMITED, SOUDAN MANAGEMENT SERVICE LTD., MARK J. SHINER  
PROFESSIONAL CORPORATION, MARILYN GOLDSTEIN, STEWART  
MILLER, PAUL KETTNER, PAUL HERBERT, RORDEN HOLDINGS  
LIMITED, MILES KETTNER, KEN KEY, THE MCRAE FAMILY TRUST,  
2292818 ONTARIO INC., HARTLEY GARSHOWITZ, MALTRIX GROUP  
INC., FRANCES MEYERS, SHELDON MEYERS, ELLIOTT STEINBERG,  
HAGOP CELIL, HUGH SCHURE and ROBERT CONWAY

Applicants

and

2538983 ONTARIO INC.

Respondent

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

**AFFIDAVIT OF STAN BORENSTEIN**

I, Stan Borenstein, of the City of Vaughan, in the Regional Municipality of York, in the  
Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Principal of Rescom Capital, the Mortgage Administrator for the Applicant  
mortgagees, Calicom Solutions Inc., et al. (the “Lenders”), and as such have knowledge of the  
matters to which I hereinafter depose. Where I do not have personal knowledge, I have indicated  
the source of my information, and do verily believe such information to be true and accurate.

Where correspondence is adopted as an exhibit, I do verily believe that it was sent and received on the date, as indicated.

2. This Affidavit is sworn in support of an Application by the Applicants for the appointment of Rosen Goldberg Inc. (the “RGI”) as Receiver and Manager of the properties, assets and undertakings of the Respondent, 2538983 Ontario Inc. (the “Debtor”).

### **Background**

3. The Respondent corporation, 2538983 Ontario Inc., (the “Corporation”) is a company incorporated pursuant to the laws of the Province of Ontario. Attached hereto and marked as **Exhibit “A”** is a true copy of the corporation Profile Report for the Debtor.

4. The Debtor is the registered owner of the Coboconk Property (as defined in the Notice of Application), which consists of a 37,462 sq. ft. site improved with a newly built gas station featuring a 2,618 sq. ft. building, with 1,517 sq. ft. used as a convenience store and a separately occupied restaurant operated as Tim Hortons with a drive through (the “Project”). Attached hereto and marked as **Exhibit “B”** is a true copy of the abstract of title for the Coboconk Property, PIN No. 63117-0375 LT.

### **The Applicants’ Loan and Security**

5. Pursuant to the terms of a Letter of Commitment dated November 10<sup>th</sup>, 2021, the Lenders agreed to provide the Debtor with a loan facility in the amount of \$5,950,000.00, with interest at the rate of 8.25 percent per annum (the “Loan”), in order to assist the Debtor in the purchase of the Coboconk Property. A true copy of the Letter of Commitment dated November 10<sup>th</sup>, 2021, is attached hereto and marked as **Exhibit “C”** to this my Affidavit.

6. The Commitment Letter was renewed and amended by Agreement dated February 20<sup>th</sup>, 2023, (“Renewal Letter”) at which time the term was extended from March 1<sup>st</sup>, 2023, to March 1<sup>st</sup>, 2024, and the interest rate was revised from 8.25 percent per annum to the floating rate of Bank of Montreal’s prime plus 3.5 percent, adjusted with each change thereto, subject to a floor rate of 10 percent per annum. A true copy of the Renewal Letter is attached hereto and marked as **Exhibit “D”** to this my Affidavit.

7. As security for its obligations to the Lenders, the Debtor provided the following security, which included:

a) A first ranking Charge/Mortgage registered on the 23<sup>rd</sup> day of February 2022 as Instrument No. KL189078 for the principal sum of \$5,950,000.00 against the title to the Coboconk Property (the “Coboconk Charge”). A true copy of the Coboconk Charge is attached hereto and marked as **Exhibit “E”** to this my Affidavit.

b) A General Assignment of Rent (the “GAR”) dated February 8<sup>th</sup>, 2022, registered on February 23<sup>rd</sup>, 2022, in the Land Registry Office for the Land Titles Division of Victoria (No. 57), as Instrument No. KL189079. A true copy of the GAR is attached hereto and marked as **Exhibit “F”** to this my Affidavit.

c) A General Security Agreement dated February 8<sup>th</sup>, 2022, (the “GSA”) and registered on February 23<sup>rd</sup>, 2022, pursuant to The Personal Property Security Act (Ontario), under Financing Statement No. 20220223 1552 1590 9410. A true copy of the GSA is attached hereto and marked as **Exhibit “G”** to this my Affidavit.

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d) An Assignment of Lease dated January 13<sup>th</sup>, 2022, whereby the Debtor assigned a Lease dated March 15<sup>th</sup>, 2019, between the Debtor (as “Landlord”) and The TDL Group Corp. (as “Tenant”) of the Coboconk Property. A true copy of the Assignment of Lease is attached hereto and marked as **Exhibit “H”** to this my Affidavit.

8. The obligations of the Debtor to the Lenders were also guaranteed by Amber Sunil, Sunil Zubair, Noor Sunil, Shamail Zubair and Tahira Zubair (collectively, the “Guarantors”) by a Guarantee and Postponement of Claim dated February 8<sup>th</sup>, 2022 (hereinafter the “Guarantee”), whereby the Guarantors, jointly and severally and unconditionally, guaranteed the debt obligations of the Debtor to the Lenders pursuant to the Loan. A true copy of the signed Guarantee is attached hereto and marked as **Exhibit “I”** to this my Affidavit.

9. As security for the Guarantee and as part of the terms of the Loan, the Guarantors granted a second mortgage on three residential properties, which Mortgage was registered on February 23<sup>rd</sup>, 2022, as Instrument No. DR2103368 in the Land Registry Office for the Land Titles Division of Lindsay (No. 57) (the “Collateral Mortgage”). The Collateral Mortgage secured the same principal amount of \$5,950,000.00 at the same interest rate provided for under the Loan. A true copy of the Collateral Mortgage is attached hereto and marked as **Exhibit “J”** to this my Affidavit.

10. A search of title to the Coboconk Property reveals the following additional encumbrances:

a) a second Charge in the amount of \$500,000.00 registered in favor of 2769141 Ontario Inc. on March 21<sup>st</sup>, 2023. A true copy of the Parcel Abstract is attached hereto and marked as **Exhibit “K”** to this my Affidavit.

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11. A PPSA search results reveal the following additional creditors:

- (a) On Deck Capital Canada, Inc., Registration Number 20230523 1603 1901 0223;
- (b) Bank of Montreal, Registration Number 20230301 1110 1532 0593;
- (c) Vendorlender Funding Corp., Registration Numbers 20230104 1701 1462 8572; 20220901 1005 1462 9824; 20220727 1002 1462 5465; and 20220517 1701 1462 5457;
- (d) BMW Canada Inc., Registration Number 20220623 0832 1532 9431;
- (e) 2769141 Ontario Inc., Registration Numbers 20220526 1639 1590 4214; and
- (f) 276914 Ontario Inc., Registration Number 20220504 1722 1590 0931.

A true copy of the PPSA search is attached hereto and marked as **Exhibit “L”** to this my Affidavit.

12. The Mortgage fell into default on or about July 1<sup>st</sup>, 2023, when the Debtor failed to make the payment then due. Although the Debtor made some payments thereafter, interest due under the Mortgage remained in default and further payments were missed or late. No further payments have been made on account of the Mortgage since February of 2024.

13. As a result of the Debtor’s continuing default, on January 18<sup>th</sup>, 2024, the Lenders issued demands for payment and Notices of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (the “January NITES”) to the Debtor. The statutory notice period expired without payout. A true copy of the January NITES is attached hereto and marked as **Exhibit “M”** to this my Affidavit.

14. On January 18<sup>th</sup>, 2024, the Lenders also made written demand on the Guarantors with respect to the Guarantee. A true copy of the demands from January 18<sup>th</sup> to the Guarantors is attached hereto and marked as **Exhibit “N”** to this my Affidavit.

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15. Following receipt of the January NITES, the Debtor agreed to bring the Loan back into good standing. The Lenders provided the Debtor with an opportunity to do so, however, the Loan remained in default and, as such, on March 6<sup>th</sup>, 2024, the Lenders issued a Notice of Sale. A true copy of the Notice of Sale is attached hereto and marked as **Exhibit “O”** to this my Affidavit.

16. On May 16<sup>th</sup>, 2024, the the Lenders also issued a Notice of Sale on the Collateral Mortgage Properties. A true copy of the Notice of Sale dated May 16<sup>th</sup>, 2024, is attached hereto and marked as **Exhibit “P”** to this my Affidavit.

17. The Lenders have issued a Statement of Claim as against the Guarantors dated April 25<sup>th</sup>, 2024 (the “Guarantee Claim”), which Guarantee Claim remains outstanding. A true copy of the Guarantee Claim is attached hereto and marked as **Exhibit “Q”** to this my Affidavit.

18. As of April 19<sup>th</sup>, 2024, the amount outstanding to the Lenders was \$6,361,900.44, with interest accruing at the rate of Bank of Montreal prime plus 3.5 percent (\$1,796.40 per diem). A copy of the Statement of Indebtedness as of April 19<sup>th</sup>, 2024, is attached hereto and marked as **Exhibit “R”** to this my Affidavit.

19. The Lenders delivered a Notice of Attornment of Rents to the Tenant dated April 19<sup>th</sup>, 2024 (the “Attornment”), which Attornment the Tenant has acknowledged. A true copy of the Attornment and the Tenant’s email are attached hereto and marked as **Exhibit “S”** to this my Affidavit.

**It is just and convenient to appoint a Receiver**

20. The Debtor has been unable to fulfill its obligations to the Lenders and other creditors and has been unable to refinance or sell the Coboconk Property.

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21. I verily believe a Receiver would be in the best position to manage the Property pending a sale.

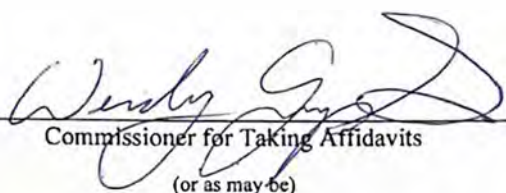
22. The Lenders have provided the Debtor with more than sufficient time to repay the indebtedness. The Debtor has been unable to fulfill its obligations to the Lenders and default under the Loan, the GSA, and the Coboconk Mortgage, continues.

23. RGI is a licensed Insolvency Trustee and has consented to be appointed as Receiver over the Debtor, a copy of which Consent is attached hereto as **Exhibit "T"**.

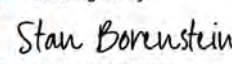
24. RGI was appointed by the Lenders as a private Receiver pending the requested Order. A true copy of the Appointment is attached hereto as **Exhibit "U"**.

25. This affidavit is sworn in support of the within Application and for no other or improper purpose.

**SWORN** by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

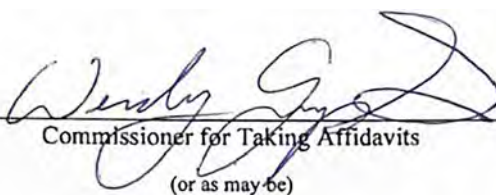
  
Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**

DocuSigned by:  
  
A0E8DE2B16934C8

**STAN BORENSTEIN**

This is Exhibit "A" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**





Ministry of Public and  
Business Service Delivery

## Profile Report

2538983 ONTARIO INC. as of February 12, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	2538983 ONTARIO INC.
Ontario Corporation Number (OCN)	2538983
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	September 29, 2016
Registered or Head Office Address	535 Broadgreen St, Pickering, Ontario, Canada, L1W 3E8

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

*V. Quintanilla W.*

Director/Registrar

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

**Active Director(s)**

Minimum Number of Directors	1
Maximum Number of Directors	5

Name	NOOR ZUBAIR
Address for Service	535 Broadgreen St, Pickering, Ontario, Canada, L1W 3E8
Resident Canadian	No
Date Began	February 23, 2022

Name	SHAMAIL ZUBAIR
Address for Service	535 Broadgreen St, Pickering, Ontario, Canada, L1W 3E8
Resident Canadian	Yes
Date Began	February 23, 2022

Name	SUNIL ZUBAIR
Address for Service	535 Broadgreen St, Pickering, Ontario, Canada, L1W 3E8
Resident Canadian	No
Date Began	February 23, 2022

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

*V. Quintanilla W.*

Director/Registrar

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**Active Officer(s)**

<b>Name</b>	NOOR ZUBAIR
<b>Position</b>	Treasurer
<b>Address for Service</b>	535 Broadgreen St, Pickering, Ontario, Canada, L1W 3E8
<b>Date Began</b>	February 23, 2022

<b>Name</b>	SHAMAIL ZUBAIR
<b>Position</b>	President
<b>Address for Service</b>	535 Broadgreen St, Pickering, Ontario, Canada, L1W 3E8
<b>Date Began</b>	February 23, 2022

<b>Name</b>	SUNIL ZUBAIR
<b>Position</b>	Secretary
<b>Address for Service</b>	535 Broadgreen St, Pickering, Ontario, Canada, L1W 3E8
<b>Date Began</b>	February 23, 2022

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

*V. Quintanilla W.*

Director/Registrar

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### Corporate Name History

Name

2538983 ONTARIO INC.

Effective Date

September 29, 2016

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

*V. Quintanilla W.*

Director/Registrar

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#### Active Business Names

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

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

*V. Quintanilla W.*

Director/Registrar

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**Expired or Cancelled Business Names**

<b>Name</b>	SHELL COBOCONK C22568
<b>Business Identification Number (BIN)</b>	290045301
<b>Status</b>	Inactive - Expired
<b>Registration Date</b>	January 11, 2019
<b>Expired Date</b>	January 10, 2024

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

*V. Quintanilla W.*

Director/Registrar

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## Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: Tory AULD	February 23, 2022
CIA - Notice of Change PAF: Jaswinder SINGH	February 22, 2022
Annual Return - 2016 PAF: JASWINDER SINGH - DIRECTOR	May 31, 2020
Annual Return - 2017 PAF: JASWINDER SINGH - DIRECTOR	May 31, 2020
Annual Return - 2018 PAF: JASWINDER SINGH - DIRECTOR	May 31, 2020
Annual Return - 2019 PAF: JASWINDER SINGH - DIRECTOR	May 31, 2020
CIA - Notice of Change PAF: HASMEET SINGH KOHLI - DIRECTOR	January 18, 2019
CIA - Notice of Change PAF: HASMEET SINGH KOHLI - DIRECTOR	August 09, 2018
BCA - Articles of Incorporation	September 29, 2016

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

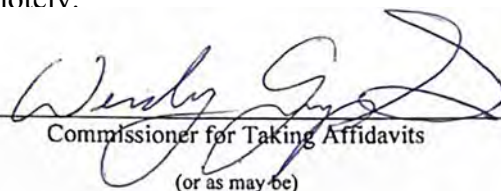
Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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This is Exhibit "BB" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**



PROPERTY DESCRIPTION:

PT LT 18 GULL RIVER RANGE BEXLEY AS IN R261635; S/T R309453; TOGETHER WITH AN EASEMENT OVER PART LOT 18 GULL RIVER RANGE BEXLEY, PART 1, PLAN 57R10516 AS IN KL123027; CITY OF KAWARTHA LAKES

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2008/05/26

OWNERS' NAMES

2538983 ONTARIO INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED)	**			
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES	*				
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO	LAND TITLES: 2008/05/26	**				
A4724	1970/01/02	ORDER				C
57R6960	1993/03/11	PLAN REFERENCE				C
R309453	1994/01/24	TRANSFER EASEMENT			HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF TRANSPORTATION	C
KL123031	2017/02/17	NOTICE		2260384 ONTARIO INC.		C
KL133293	2017/10/31	NOTICE		THE CORPORATION OF THE CITY OF KAWARTHA LAKES		C
KL148655	2019/02/01	TRANSFER	\$3,950,000	2260384 ONTARIO INC.	2538983 ONTARIO INC.	C
KL189078	2022/02/23	CHARGE	\$5,950,000	2538983 ONTARIO INC.	GOLDSTEIN, MARILYN CALICOM SOLUTIONS INC. LARDAN INVESTMENTS INC. MARK J. SHINER PROFESSIONAL CORPORATION 1407659 ONTARIO INC.	C

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
KL189079	2022/02/23	NO ASSGN RENT GEN		2538983 ONTARIO INC.	1961362 ONTARIO INC. MILLER, STEWART SOLEST INVESTMENTS LIMITED KETTNER, PAUL SOUDAN MANAGEMENT SERVICE LTD. HERBERT, PAUL RORDEN HOLDINGS LIMITED KETTNER, MILES KEY, KEN THE MCRAE FAMILY TRUST 2292818 ONTARIO INC. GARSHOWITZ, HARTLEY MALTRIX GROUP INC. MEYERS, FRANCES MEYERS, SHELDON STEINBERG, ELLIOTT CELIL, HAGOP SCHURE, HUGH CONWAY, ROBERT  GOLDSTEIN, MARILYN CALICOM SOLUTIONS INC. LARDAN INVESTMENTS INC. MARK J. SHINER PROFESSIONAL CORPORATION 1407659 ONTARIO INC. 1961362 ONTARIO INC. MILLER, STEWART SOLEST INVESTMENTS LIMITED KETTNER, PAUL SOUDAN MANAGEMENT SERVICE LTD. HERBERT, PAUL RORDEN HOLDINGS LIMITED KETTNER, MILES KEY, KEN THE MCRAE FAMILY TRUST 2292818 ONTARIO INC. GARSHOWITZ, HARTLEY MALTRIX GROUP INC. MEYERS, SHELDON MEYERS, FRANCES STEINBERG, ELLIOTT CELIL, HAGOP SCHURE, HUGH	C

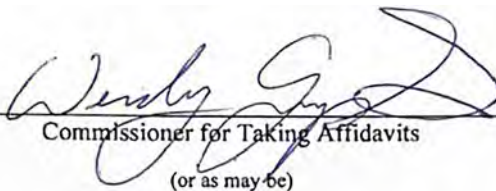
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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
KL202422	2023/03/21	CHARGE	\$500,000	2538983 ONTARIO INC.	CONWAY, ROBERT  2769141 ONTARIO INC.	C

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

This is Exhibit "C" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**

November 10<sup>th</sup>, 2021

**Shamail Zubair**  
**535 Broadgreen Street**  
**Pickering, Ontario**  
**L1W 3E8**

**Dear Mr. Zubair,**

**Re: Blanket First Mortgage Financing**  
**6720 Highway 35, Coboconk, Ontario**

We are pleased to provide the following commitment for a blanket first mortgage on the captioned property which includes collateral second mortgages on the properties listed below, and is subject to the general terms and conditions as stated below.

**Properties:** 6720 Highway 35, Coboconk, Ontario – Lands of approximately 37,462 sq. ft. (approximately 0.86 acres), located on the east side of Highway 35, in Coboconk (Kawartha Lakes) Ontario.

1527 Avonmore Square, Pickering, Ontario  
A detached 2 storey single family house.

1573 Avonmore Square, Pickering, Ontario  
A detached 2 storey single family house.

535 Broadgreen Street, Pickering, Ontario  
A detached 2 storey single family house.

**Borrower:** 2538983 Ontario Inc.

**Covenantors:** Corporate covenant of the 2538983 Ontario Inc., and the joint and several personal covenants of Tahira & Malik Zubair, Noor Zubair, Shamail Zubair, Sunil Zubair and any other shareholders of 2538983 Ontario Inc.

**Purpose of Mortgage:** To provide funds to assist in the purchase of 2538983 Ontario Inc. which includes the property located at 6720 Highway 35, Coboconk, Ontario, and all chattels, equipment, machinery, inventory, fuel on site and business goodwill. The loan will include funds to pay Brokers, Lenders and Legal Fees associated with the mortgage financing.

...2

**Mortgage****Amount:**

Five Million, Nine Hundred and Fifty Thousand Dollars,  
(\$5,950,000.00)

**Interest Rate:**

8.25%, interest only, calculated compounded and payable monthly.

**Term:**

One year.

**Amortization:**

N/A – loan is interest only.

**Payments:**

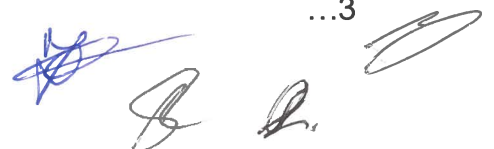
\$40,906.25 monthly payments of interest only.

**Prepayment:**

Closed for six (6) months then open on any payment date for full repayment only subject to providing (1) month's advance written notice and payment of one (1) month's interest penalty.

**Security:**

1. A first charge on the land and buildings located at 6720 Highway 35, Coboconk (Kawartha Lakes) Ontario.
2. A collateral 2<sup>nd</sup> charge on 1527 Avonmore Square, Pickering, Ontario, behind a C.I.B.C. first mortgage, not to exceed \$439,196.00, which is to be up to date and in good standing.
3. A collateral 2<sup>nd</sup> charge on 1573 Avonmore Square, Pickering, Ontario, behind an Equity Credit Union first mortgage, not to exceed \$675,000.00, which is to be up to date and in good standing.
4. A collateral 2<sup>nd</sup> charge on 535 Broadgreen Street, Pickering, Ontario, behind an Equity Credit Union first mortgage, not to exceed \$840,040.00, which is to be up to date and in good standing.
5. The spouses of Shamail Zubair (Shama Javed), Sunil Zubair (Amber Sunil), Noor Zubair (Mariam Sabah) and Tahira Zubair (Zubair Malik) will require independent legal advice in connection with the registration of collateral second charges on their respective personal residences.
6. Corporate covenant of the 2538983 Ontario Inc., together with the joint and several personal covenants of Tahira & Malik Zubair, Noor Zubair, Shamail Zubair, Sunil Zubair, Tahira Zubair and any other shareholders of 2538983 Ontario Inc.
7. A General Security Agreement satisfactory to the Lenders solicitor in form and content.



8. An assignment of all licenses required for the operation of the property as a gas bar and convenience store in favour of the mortgagor, to be exercised only in the event of a default.

9. An assignment of the benefits all service contracts, and supply agreements in favour of the mortgagor required for the operation of the property, and a general assignment of the rents received from tenants, present and future, and any other incomes derived from the property.

10. An assignment of the fuel supply agreement with the distributor of Shell petroleum products and any other supplier of goods and merchandise required for the operation of the gas, diesel and propane (if any) sales business, and the convenience store.

11. A specific assignment of the lease with T.D.L. (Tim Horton's) and a general assignment of any leases, present or future, to be exercised only in the event of a default.

12. An assignment of the proceeds of the insurance policies, which is to be wholly satisfactory to the Lender and its solicitor, in form and content, at their sole discretion.

13. Such other reasonable security as the Lenders solicitor may deem necessary, common to this type of financing.

### Conditions Precedent

1. A satisfactory physical site inspection of the subject property by Rescom Capital and / or its Investors at a cost of \$1,500.00, which is non-refundable, and to be paid for by the Borrower in advance. The cost of the inspection will form part of the total Lenders and Brokers Fees due hereunder, as referenced on the attachment to this Commitment.

2. A Letter of Transmittal for the appraisal done by Ridley and Associates, dated October 15<sup>th</sup>, 2021 to be addressed to "Rescom Capital and its Investors". The letter will confirm the appraiser's consent allowing Rescom to rely on the content and value conclusions for mortgage lending purposes. Any costs associated with the Letter of Transmittal will be for the Borrowers account.

...4

Handwritten signatures and initials in blue ink, including a large signature, a smaller signature, and several initials.

3. The Lender will require a satisfactory Phase II Environmental Assessment, to be performed on the subject property by an environmental engineering firm satisfactory to the Lender, accompanied by a Letter of Transmittal authorizing reliance by the Lender on the contents and conclusions of the Assessment. The Assessment will confirm that the site is in compliance with current Ontario Ministry of Environment guidelines for gas station properties. Any costs associated with the Environmental Assessment will be for the Borrowers account.

4. The Lender will require appraisals of 1527 Avonmore Square, Pickering, Ontario, 1573 Avonmore Square, Pickering, Ontario and 535 Broadgreen Street, Pickering, Ontario. The appraisals are to be wholly satisfactory to Rescom Capital and its Investors, in its sole discretion. See Schedule "A" attached.

5. The Lender will require a signed copy of the Fuel Supply Agreement and all requisite assignments thereof, between the Borrower and fuel supplier, Shell Canada Products together with evidence that the agreement is in good standing and is in full force and effect.

6. The Lender will require an estoppel from T.D.L. with respect to the terms of their lease with the landlord.

7. Satisfactory evidence of fuel litreage sales for the past three years, up to and including September 2021, by way of a report from Shell Products Canada.

8. A satisfactory review of the Articles of Incorporation of the Borrower by the Lender's solicitor to confirm that the company is empowered to enter into the purchase / mortgage transaction.

9. The Guarantors will provide a completed credit applications, which will include details of other real estate owned, income received therefrom (if any) and the amount, interest rate and monthly payment on any mortgages registered. In addition, Rescom will require signed consent to conduct credit investigations for all Guarantors.

10. Complete signed copies of all Letters of Intent respecting future leasing and or Offers to Lease or Leases and other revenue generating contracts applicable to the subject property (if any), as and when they become available. This condition shall survive closing.





11. Confirmation that all realty taxes and local improvement charges are paid to the date of the advance of funds. The Charge shall include a provision for the payment by the Borrower of monthly realty tax instalments to the Lender. The Lender shall at its sole discretion be entitled to collect tax instalments or waive collection at any time during the term of the mortgage.

12. The Borrower will provide the Lender with a survey of the subject property by an Ontario Land Surveyor, which is to be satisfactory to the Lender's solicitor, acting reasonably.

13. The Lender will require title insurance for the property forming the security for the loan, the cost of which shall be for the Borrowers account.

14. Title and all security must be satisfactory to the Lender's solicitor.

15. All appraisal, survey, and customary title and legal expenses of the Lender are for the account of and shall be paid by the Borrower, whether or not funds are advanced hereunder.

16. The mortgage shall contain a clause satisfactory to the Lender, enabling the Lender to appoint a receiver to attend to the administration and operation of the property, in the event of default. The Borrower shall be entitled to 15 days from the incident of default to cure the default before any remediating action is undertaken by the Lender.

17. In the event that any payment is returned to the Lender(s) Investor(s) for any reason whatsoever, including there being insufficient funds in the Borrower's bank account to cover said payment, then the Borrower will be responsible for all related bank charges of the Lender(s) / Investor(s) including their internal collection costs, to be billed at a rate of \$300.00 per hour. All time related to collection will be docketed. All payments must be received no later than 1:00 P.M. on the due date or they shall be deemed received on the following business day and subject to additional interest on a per diem basis.

18. The Lender shall be provided with original or certified copies of insurance policies, under which the coverage, term and insurance company are to be satisfactory to the Lender. Fire insurance will include extended coverage with full replacement

...7



value for all structures, and the interests of the Lender, and will note the Lender as an additional named insured. Liability insurance coverage must be for not less than \$3,000,000.00 per occurrence. The insurance policy will, include a notation to the effect that it cannot be cancelled prior to providing the lender with thirty days advance written notice of the intended cancellation.

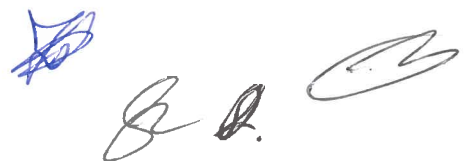
19. In the event of the Borrower selling, transferring or conveying title to the lands, or if there is a change in beneficial ownership, the mortgage shall become due and payable, subject to pre-payment penalties as stipulated herein, save and except if the transfer from the current owner is to a corporation of which the corporation shall have as its officer, director and majority shareholder the current borrowers shareholder(s), provided satisfactory evidence thereof is provided to the Lender. It is understood that any such transfer shall not relieve the Borrower from its obligations under the Charge, this Commitment and any other registered security documents.

20. If at any time before or after the advance, there is or has been any material discrepancy or inaccuracy in any written information, statements or representations therefore made or furnished by or on behalf of the Borrower, which would jeopardize or impair the Lender's security in its sole discretion, then the Lender shall be entitled forthwith to cancel its obligations hereunder, or declare any monies advanced together with interest thereon to be immediately due and payable, and to retain all fees provided by the Borrower.

21. Whether or not the loan amount is disbursed and notwithstanding retention of the Lenders and Brokers Fees by the Lender and Broker, all of the Lender's costs and expenses, including without limitation all legal fees and disbursements and the cost of all reports, appraisals, inspections and investigations incurred by the Lender in relation to the loan and/or this Commitment shall be paid by the Borrower(s). All such amounts are payable forthwith, on demand by the Lender, and may be added to the principal balance of the mortgage and shall bear interest at the interest rate applicable to the loan.

***Question 22 must be asked and answered to comply with the new regulations of the Financial Services Commission of Ontario (FSCO), that went into effect on July 1<sup>st</sup>, 2018.***

...8



22. Has the borrower or any of the principals of the borrower (directors, officers, owners, partners or majority shareholders) been involved in any of the following:

(a) Been convicted, found guilty of or currently charged with any criminal or regulatory offence under any law of any province, territory, state or country Yes ☐ No ☒

(b) Currently the subject of any civil proceedings or any unsatisfied judgements imposed by a civil court in Canada or elsewhere, against the developer, against the principals personally, or against a business in which they have an interest in at least ten percent of the equity shares or ownership shares of the business? Yes ☐ No ☒

(c) Within the five years before the date of this form, bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person. Yes ☐ No ☒

(d) Been the subject of a regulatory investigation or proceeding, or has otherwise been subject to regulatory sanctions  
Yes ☐ No ☒

23. The Borrower will provide a series of 12 post-dated cheques for payment on the loan. In the event the loan is syndicated to more than one investor participant, then at the option of the Lender the Borrower will provide separate series of post-dated cheques to each co-investor participant.

24. In the event the loan is not repaid at the time or times provided within the Charge, the Lender will not be required to accept payment of the principal monies without first receiving three (3) month's notice in writing or receiving three (3) months interest bonus in advance of the principal monies.

25. In the event of default, Rescom Capital will, at the discretion of the Lender be appointed as the Lender's manager and will be entitled to a fee of \$300.00 per hour for its services and such fee will be charged to the Borrowers account.

...9

26. The advance of funds must be qualified for and drawn down not later than December 31<sup>st</sup>, 2021, unless an extension is agreed to by Rescom in writing.

27. The Lender shall appoint the following law firm to represent its interest in the transaction, with all costs thereto to be borne by the Borrower.

Blair Mestel c/o Garfinkle Biderman  
1 Adelaide Street, East, Ste: 801  
Toronto, Ontario  
M5C 2V9  
Tel: 416-869-7639 Fax: 416-869-0547

Legal fees for representing the Lender's interest herein shall be approximately \$8,500.00 plus title insurance, disbursements and HST, and shall be for the Borrowers account.

## **ADDITIONAL PROVISIONS**

### **PREPAYMENT PRIVILEGE**

Provided further, if no default by the Chargor shall occur at any time hereunder, then, after the first six (6) months of the loan term, the loan shall be open for repayment in full only subject to providing the Chargee(s) with one (1) month's advance written notice, and payment of three (3) month's interest bonus.

The foregoing pre-payment privilege shall not be available in the event of any default at any time by the Chargor hereunder.

### **POST-DATED CHEQUES**

The Chargor(s) shall deliver to the Chargees, at the time funds are advanced hereunder, separate series of post-dated cheques in amounts to be advised, representing the monthly interest payment due each Chargee for its share of the total amount of principal drawn down under the mortgage loan failing which, the within Charge shall be deemed to be in default and the balance of the principal, together with accrued interest shall, at the option of the Chargees, forthwith become due and payable.

### **NON TRANSFERABLE**

If the Chargor sells, conveys, transfers or otherwise disposes of the charged property, or if a change in the beneficial ownership of the charged property occurs, then, at the option of the Chargee(s), the balance of the principal monies secured hereby, together

with any interest accruing under the Charge herein and three (3) months additional interest, (as predetermined liquidated damages and not as a penalty), shall forthwith become due and payable.

### **DISHONoured CHEQUES/LATE OR NON PAYMENT**

In the event that any payment is returned to the Lender(s) / Investor(s) for any reason whatsoever, including there being insufficient funds in the Borrower's bank account to cover said payment, then the Borrower will be responsible for all related bank charges of the Lender(s) / Investor(s) including their internal collection costs, to be billed at a rate of \$300.00 per hour. All time related to collection will be docketed. All payments must be received no later than 1:00 P.M. on the due date or they shall be deemed received on the following business day and subject to additional interest on a per diem basis.

### **MORTGAGE STATEMENT**

The Chargor shall pay to Rescom Capital, and/or its Agents or Assigns, an administrative fee of \$200.00 in advance for processing and providing each and every mortgage statement requested by or on behalf of the Chargor.

### **TIME OF PAYMENT**

Any payment (other than the post-dated cheques aforementioned) made after 1:00 p.m. shall be deemed for the purpose of calculation of interest to have been made and received on the next Bank business day; and for the purpose of this paragraph, Saturday, Sunday, Provincial and Federal Holidays shall be deemed non-Bank business days.

### **FINAL PAYMENT AND DISCHARGE**

The Chargor covenants and agrees that of the principal sum and all accrued interest hereon and any other amounts payable upon or following default or maturity of the within Charge shall be by certified cheque, bank draft or money order. The Chargee(s) shall have a reasonable period of time after payment in full of the monies hereby secured within which to prepare and execute a discharge of the Charge, and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Chargee(s). All legal and other expenses for the preparation and execution as well as registration of such discharge shall, together with the Chargee(s) fee for providing same, be borne by the Chargor.

### **ACCELERATION ON BREACH OF COVENANTS**

If the Chargor defaults in the performance or observance of any covenant, term or provision contained in the Charge, (or any other document incorporated herein or

provided to facilitate the Loan evidenced by this Charge), including (but not limited to) default in payment of any amount due and payable hereunder, then, at the option of the Chargee(s) the balance of the principal and interest hereby secured, together with accrued interest and any other amount payable hereunder shall immediately become due and payable. If the default is a result of a late or NSF payment, the Chargor shall be provided with five (5) business days from the date of notification within which to replace the missed or NSF payment, with certified funds, (inclusive of any penalties or charges applicable thereto) failing which the Chargee(s) shall be at liberty to exercise its remedies hereunder.

## **PAYMENT OF PROPERTY TAXES & UTILITIES**

The Chargors covenant and agree to pay all municipal taxes, special assessments and local improvement levies and all utility costs, as and when they become due, and to submit to the Chargees receipts evidencing the payment of taxes and other charges on demand. In the event of default hereunder, the Chargees shall have the option of collecting monthly instalments equal to one twelfth of the annual property taxes from the Chargors together with the monthly mortgage payment, and paying property taxes directly to the municipality on the Chargors behalf.

## **DEFAULT**

Any default or breach of covenant at any time or from time to time under any encumbrance registered against the lands in priority to this Charge shall constitute default under this Charge and the Chargee(s) may pay all monies and take such steps as may be necessary to cure any such default or breach and all such sums (including but not limited to, costs, charges, expenses and legal fees on a solicitor and client scale) shall constitute a charge on the land secured under this Charge and shall be recoverable by the Chargee(s) in the same manner as with respect to any default or breach of covenant under this Charge.

In addition to the Standard Charge Terms adopted hereunder, the Chargor and the Chargee(s) agree that the following shall apply:

Upon default in payment of principal and interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee(s) may enter into and take possession of the land hereby Charged free from all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

## **INSURANCE POLICY**

The policy evidencing insurance coverage as required herein shall contain the standard charge/mortgage clauses(s) approved by the Insurance Bureau of Canada



attached thereto and shall contain a charge/mortgage loss payable clause to the Lender as the Chargee(s).

The Chargor will insure and keep insured any and all upgrades of the building/unit(s) to an amount of not less than the full replacement value of said upgrades and improvements from time to time, with an insurance company approved by the Chargee(s). No policy of insurance shall contain or be subject to co-insurance requirements.

The Chargor shall provide written evidence of continuation of all such insurance from the insurer to the effect that coverage has been extended for a minimum period of one year and that all premiums with respect to such extended term have been paid for in full.

### **MORTGAGE ADVANCE**

The Chargors agree that neither the preparation, execution nor registration of this Charge shall bind the Chargees to advance the money hereby secured, nor shall the advance of a part of the principal sum herein bind the Chargees to advance any unadvanced portion thereof, but nevertheless the estate hereby Charged shall take effect forthwith upon the execution of these presents by the said Chargors, and the expenses of the examination of the title and of this Charge and valuation (together with any costs of the Chargees as hereinafter set out) are to be secured hereby in the event of the whole or any balance of the principal sum herein not being advanced, the same to be Charged hereby upon the said lands, and shall be without demand thereof, payable forthwith with interest at the rate provided for in this Charge, and in default the remedies hereunder shall be exercisable.

NOTWITHSTANDING the registration of this Charge and the advance of funds pursuant thereto, the terms and/or conditions of the Letter of Commitment (and any amendments thereto) pertaining to the loan transaction evidenced by this Charge shall remain binding and effective on the parties hereto, and shall not merge in this Charge nor in any document executed and/or delivered on closing of or otherwise in connection with this transaction, and the terms thereof are incorporated herein by reference. In the event of any discrepancy between the terms of such Letter of Commitment (and any amendments thereto) and this Charge, or any other documentation delivered in connection with this transaction, or any discrepancy as between any such documentation, the Chargees in its sole discretion shall decide the provisions of which document shall prevail. If the Chargors fail to comply with any term, provision, warranty, representation, covenant or condition contained in the said Letter of Commitment (and any amendments thereto) either prior to or subsequent to the closing of this transaction, the Chargors shall be deemed to be in default under this Charge and in addition to any rights set out in the said Letter of Commitment (and any amendments thereto) the Chargees shall be entitled at its option to enforce any rights



which the Chargees may have under this Charge or other security held by the Chargees for all or any part of the monies secured hereunder.

## ACKNOWLEDGEMENT

Should you wish to proceed with this Commitment to provide mortgage financing in accordance with the terms as stated above, you will provide your acknowledgement thereto by signing this letter in the space provided below, and by providing a certified cheque or bank draft for \$25,000.00, payable to "Rescom Capital" as a Standby Fee, which will include \$5,000.00, payable to "Garfinkle, Biderman, in Trust" as retainer to be applied toward Lenders legal fees. The Standby Fee also includes a non-refundable Inspection Fee of \$1,500.00. Subsequent to acceptance of this Commitment, the Standby Fee will be deemed earned by Rescom Capital, whether or not you proceed with the Commitment, in consideration of the time, effort and expense incurred in connection with providing this Commitment.

This offer will be open until 5:00 p.m. on the 10<sup>th</sup> day of November, 2021.

Yours truly,

**RESCOM CAPITAL**

Stan Borenstein

## ACCEPTANCE

The undersigned hereby accepts the above terms and conditions.

Signed at TORONTO this 10<sup>th</sup> day of NOVEMBER, 2021.

Shamail Zubair  
2538983 Ontario Inc.  
Shamail Zubair – I have the authority  
to bind the corporation.

Shamail Zubair  
Shamail Zubair  
(Guarantor)

Sunil Zubair  
Sunil Zubair  
(Guarantor)

Noor Zubair  
Noor Zubair  
(Guarantor)

Tahira Zubair  
Tahira Zubair  
(Guarantor)



## Schedule "A"

This Schedule forms part of the commitment for the first mortgage financing of 6720 Highway 35, Coboconk, Ontario, dated November 10<sup>th</sup>, 2021.

It is acknowledged that the security for the above mortgage includes collateral second mortgages on the following properties. The Lender will require appraisals of each of the properties, to confirm the market value of in the minimum amount shown below:

1573 Avonmore Square, Pickering (personal residence of Tahira & Malik Zubair)

Projected market value =	\$1,100,000.00
Equity Credit Union 1 <sup>st</sup> mortgage balance Nov. 2021 =	<u>\$675,000.00</u>
Gross equity =	\$425,000.00

1527 Avonmore Square, Pickering (personal residence of Noor & Mariam Zubair)

Projected market value =	\$950,000.00
C.I.B.C. 1 <sup>st</sup> mortgage balance Nov. 2021 =	<u>\$439,196.00</u>
Gross equity =	\$510,804.00

535 Broadgreen Street, Pickering (personal residence of Shamail & Shama Zubair)

Projected market value =	\$1,600,000.00
Equity Credit Union 1 <sup>st</sup> mortgage balance Nov. 2021 =	<u>\$840,040.00</u>
Gross equity =	\$759,960.00



**November 10<sup>th</sup>, 2021****Shamail Zubair  
535 Broadgreen Street  
Pickering, Ontario  
L1W 3E8****Dear Mr. Zubair,****Re: Blanket First Mortgage Financing  
6720 Highway 35, Coboconk, Ontario**

Further to the Rescom Capital mortgage commitment dated November 10<sup>th</sup>, 2021, this letter forms part of the conditions thereof.






In the event that we proceed with the entire financing proposal, your costs in obtaining the loan shall be \$150,000.00 which shall include all Brokerage fees and commissions, and Lenders fees.

All other costs, i.e., Legal fees, disbursements and HST, environmental fees, appraisal fees, survey costs, title insurance costs, and any HST so applicable, and any other costs relating to the financing shall be for the Borrowers own account.

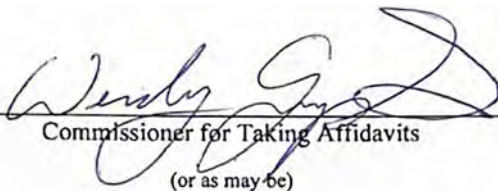
Yours truly,

**RESCOM CAPITAL**

Stan Borenstein

Signed at TORONTO this 10<sup>th</sup> day of NOVEMBER, 2021.  
2538983 Ontario Inc.  
Shamail Zubair – I have the authority  
to bind the corporation.  
Shamail Zubair  
(Guarantor)  
Sunil Zubair  
(Guarantor)  
Noor Zubair  
(Guarantor)  
Zubair Malik  
(Guarantor)

This is Exhibit "D" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**

February 20<sup>th</sup>, 2023

2538983 Ontario Inc.  
c/o Shamail Zubair  
535 Broadgreen Street  
Pickering, Ontario  
L1W 3E8

Dear Sirs:

**Re: First Mortgage Financing**  
**6720 Highway 35, Coboconk, Ontario**

The first mortgage on the captioned property will mature on March 1<sup>st</sup>, 2023. We are pleased to offer renewal of the mortgage, subject to the general terms and conditions as stated below.

**Borrower:** 2538983 Ontario Inc.

**Covenantors:** Tahira & Malik Zubair, Noor Zubair, Shamail Zubair, Sunil Zubair and any other shareholders of 2538983 Ontario Inc.

**Loan Amount:** Five Million, Five Hundred Thousand Dollars, (\$5,950,000.00)

**Term:** One year, commencing March 1<sup>st</sup>, 2023 and running through to and including and March 1<sup>st</sup>, 2024.

**Interest Rate:** Floating at BMO Prime plus 3.5%, adjusted with each change thereto, subject to a floor rate of 10.0%

**Amortization:** N/A

**Payments:** \$50,575.00 monthly payments of interest only. In the event that interest rates change, any rate shortfalls or overages collected will be quantified and collected or disbursed on the earlier of the maturity or discharge of the loan,

**Prepayment:** Open on any payment date subject to providing one month's written notice and payment of one month's interest bonus to the Lender.

**Security:** All security provided is to remain unchanged and intact.

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**Conditions:**

1. Satisfactory evidence that the Borrower is are up-to-date with respect to their obligations to all governmental licensing and regulatory authorities (business license, Workers Comp.), and that all business taxes, and H.S.T. applicable to the gas and convenience business, are current.
2. Confirmation that property taxes are current for the subject property.
3. Evidence that property insurance is in full force and effect and paid current for the subject property.

**Renewal Fee:**

\$59,500.00, as the total fee for the renewal, payable, to Rescom Capital, payable as follows:

\$30,000.00 is due with the signed renewal offer. The balance of the renewal fee (\$29,500.00) will be pro-rated and will accrue to the mortgage account at the rate of \$7,375.00 monthly for the next 4 months, with the accrual commencing June 1<sup>st</sup>, 2023. The accrual will continue until the earlier of the date of full repayment of the loan or until September 1<sup>st</sup>, 2023, at which time the full outstanding balance of the renewal fee (\$29,500.00) will be deemed earned and due.

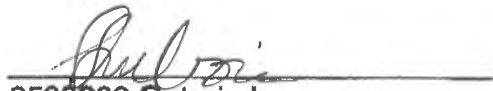


Rescom Capital


Stan Borenstein

The undersigned hereby accept the above terms and conditions.

Signed at PICKERING this 1<sup>st</sup> day of MARCH, 2023.



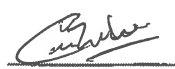
2538983 Ontario Inc.  
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to bind the corporation.



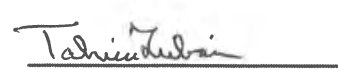
Shamail Zubair  
(Guarantor)



Sunil Zubair  
(Guarantor)

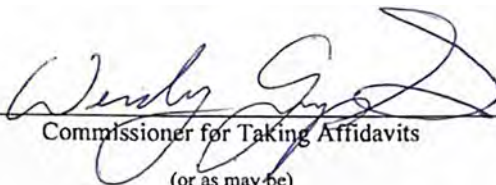


Noor Zubair  
(Guarantor)



Tahira Zubair  
(Guarantor)

This is Exhibit "E" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**

## Properties

<i>PIN</i>	63117 - 0375	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 18 GULL RIVER RANGE BEXLEY AS IN R261635; S/T R309453; TOGETHER WITH AN EASEMENT OVER PART LOT 18 GULL RIVER RANGE BEXLEY, PART 1, PLAN 57R10516 AS IN KL123027; CITY OF KAWARTHA LAKES			
<i>Address</i>	6720 HIGHWAY 35 COBOCONK			

**Chargor(s)**

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

*Name* 2538983 ONTARIO INC.  
*Address for Service* 535 Broadgreen Street, Pickering, ON  
 A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

**Chargee(s)**

### Capacity

*Share*

Name	GOLDSTEIN, MARILYN	Tenants In Common	as to \$1,250,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	CALICOM SOLUTIONS INC.	Tenants In Common	as to \$450,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	LARDAN INVESTMENTS INC.	Tenants In Common	as to \$300,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	MARK J. SHINER PROFESSIONAL CORPORATION	Tenants In Common	as to \$300,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	1407659 ONTARIO INC.	Tenants In Common	as to \$350000
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	1961362 ONTARIO INC.	Tenants In Common	as to \$300,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	MILLER, STEWART	Tenants In Common	as to \$300,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	SOLEST INVESTMENTS LIMITED	Tenants In Common	as to \$250,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	KETTNER, PAUL	Tenants In Common	as to \$250,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	SOUDAN MANAGEMENT SERVICE LTD.	Tenants In Common	as to \$200,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	HERBERT, PAUL	Tenants In Common	as to \$200,000.00

Chargee(s)		Capacity	Share
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	RORDEN HOLDINGS LIMITED	Tenants In Common	as to \$200,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	KETTNER, MILES	Tenants In Common	as to \$200,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	KEY, KEN	Tenants In Common	as to \$200,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	THE MCRAE FAMILY TRUST	Tenants In Common	as to \$150,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	2292818 ONTARIO INC.	Tenants In Common	as to \$150,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	GARSHOWITZ, HARTLEY	Tenants In Common	as to \$150,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	MALTRIX GROUP INC.	Tenants In Common	as to \$150,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	MEYERS, FRANCES	Joint Tenants	as to \$150,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	MEYERS, SHELDON	Joint Tenants	as to \$150,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	STEINBERG, ELLIOTT	Tenants In Common	as to \$100,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	CELIL, HAGOP	Tenants In Common	as to \$150000
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	SCHURE, HUGH	Tenants In Common	as to \$100,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	CONWAY, ROBERT	Tenants In Common	as to \$100,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		

Statements

Schedule: See Schedules



Provisions

Principal	\$5,950,000.00	Currency	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2023/03/01		
Interest Rate	8.25% per annum		
Payments	\$40,906.25		
Interest Adjustment Date	2022 03 01		
Payment Date	1st day of each month		
First Payment Date	2022 04 01		
Last Payment Date	2023 03 01		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor	Tahira Zubair, Zubair Malik, Noor Zubair, Shamail Zubair, Sunil Zubair		

Additional Provisions

The Mortgage registered against the property municipally known as 1527 & 1573 Avonmore Square and 535 Broadgreen Street, Pickering (Collateral Mortgage ) is a collateral security to the mortgage registered against the property municipally known as 6720 Highway 35, Coboconk (Coboconk Mortgage). Full payment under Coboconk Mortgage shall be deemed to be full payment of the Collateral Mortgage. Default under Coboconk Mortgage shall constitute default under the Collateral Mortgage.

Signed By

Cheng Yang	#1300-5255 Yonge Street Toronto M2N 6P4	acting for Chargor(s)	Signed	2022 02 23
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Tel        416-446-1230

Fax        416-446-1201

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

Submitted By

JACK FRYMER PROFESSIONAL CORPORATION	#1300-5255 Yonge Street Toronto M2N 6P4	2022 02 23
--------------------------------------	---	------------

Tel        416-446-1230

Fax        416-446-1201

Fees/Taxes/Payment

Statutory Registration Fee	\$66.30
Total Paid	\$66.30

## **ADDITIONAL PROVISIONS**

### **PREPAYMENT PRIVILEGE**

Provided further, if no default by the Chargor shall occur at any time hereunder, then, after the first six (6) months of the loan term, the loan shall be open for repayment in full only subject to providing the Chargee(s) with one (1) month's advance written notice, and payment of three (3) month's interest bonus.

The foregoing pre-payment privilege shall not be available in the event of any default at any time by the Chargor hereunder.

### **POST-DATED CHEQUES**

The Chargor(s) shall deliver to the Chargees, at the time funds are advanced hereunder, separate series of post-dated cheques in amounts to be advised, representing the monthly interest payment due each Chargee for its share of the total amount of principal drawn down under the mortgage loan failing which, the within Charge shall be deemed to be in default and the balance of the principal, together with accrued interest shall, at the option of the Chargees, forthwith become due and payable.

### **NON TRANSFERABLE**

If the Chargor sells, conveys, transfers or otherwise disposes of the charged property, or if a change in the beneficial ownership of the charged property occurs, then, at the option of the Chargee(s), the balance of the principal monies secured hereby, together with any interest accruing under the Charge herein and three (3) months additional interest, (as predetermined liquidated damages and not as a penalty), shall forthwith become due and payable.

### **DISHONoured CHEQUES/LATE OR NON PAYMENT**

In the event that any payment is returned to the Lender(s) / Investor(s) for any reason whatsoever, including there being insufficient funds in the Borrower's bank account to cover said payment, then the Borrower will be responsible for all related bank charges of the Lender(s) / Investor(s) including their internal collection costs, to be billed at a rate of \$300.00 per hour. All time related to collection will be docketed. All payments must be received no later than 1:00 P.M. on the due date or they shall be deemed received on the following business day and subject to additional interest on a per diem basis.

### **MORTGAGE STATEMENT**

The Chargor shall pay to Rescom Capital, and/or its Agents or Assigns, an administrative fee of \$200.00 in advance for processing and providing each and every mortgage statement requested by or on behalf of the Chargor.

### **TIME OF PAYMENT**

Any payment (other than the post-dated cheques aforementioned) made after 1:00 p.m. shall be deemed for the purpose of calculation of interest to have been made and received on the next Bank business day; and for the purpose of this paragraph, Saturday, Sunday, Provincial and Federal Holidays shall be deemed non-Bank business days.

## **FINAL PAYMENT AND DISCHARGE**

The Chargor covenants and agrees that of the principal sum and all accrued interest hereon and any other amounts payable upon or following default or maturity of the within Charge shall be by certified cheque, bank draft or money order. The Chargee(s) shall have a reasonable period of time after payment in full of the monies hereby secured within which to prepare and execute a discharge of the Charge, and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Chargee(s). All legal and other expenses for the preparation and execution as well as registration of such discharge shall, together with the Chargee(s) fee for providing same, be borne by the Chargor.

## **ACCELERATION ON BREACH OF COVENANTS**

If the Chargor defaults in the performance or observance of any covenant, term or provision contained in the Charge, (or any other document incorporated herein or provided to facilitate the Loan evidenced by this Charge), including (but not limited to) default in payment of any amount due and payable hereunder, then, at the option of the Chargee(s) the balance of the principal and interest hereby secured, together with accrued interest and any other amount payable hereunder shall immediately become due and payable. If the default is a result of a late or NSF payment, the Chargor shall be provided with five (5) business days from the date of notification within which to replace the missed or NSF payment, with certified funds, (inclusive of any penalties or charges applicable thereto) failing which the Chargee(s) shall be at liberty to exercise its remedies hereunder.

## **PAYMENT OF PROPERTY TAXES & UTILITIES**

The Chargors covenant and agree to pay all municipal taxes, special assessments and local improvement levies and all utility costs, as and when they become due, and to submit to the Chargees receipts evidencing the payment of taxes and other charges on demand. In the event of default hereunder, the Chargees shall have the option of collecting monthly instalments equal to one twelfth of the annual property taxes from the Chargors together with the monthly mortgage payment, and paying property taxes directly to the municipality on the Chargors behalf.

## **DEFAULT**

Any default or breach of covenant at any time or from time to time under any encumbrance registered against the lands in priority to this Charge shall constitute default under this Charge and the Chargee(s) may pay all monies and take such steps as may be necessary to cure any such default or breach and all such sums (including but not limited to, costs, charges, expenses and legal fees on a solicitor and client scale) shall constitute a charge on the land secured under this Charge and shall be recoverable by the Chargee(s) in the same manner as with respect to any default or breach of covenant under this Charge.

In addition to the Standard Charge Terms adopted hereunder, the Chargor and the Chargee(s) agree that the following shall apply:

Upon default in payment of principal and interest under this Charge or in performance of

any of the terms and conditions hereof, the Chargee(s) may enter into and take possession of the land hereby Charged free from all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

## **INSURANCE POLICY**

The policy evidencing insurance coverage as required herein shall contain the standard charge/mortgage clauses(s) approved by the Insurance Bureau of Canada attached thereto and shall contain a charge/mortgage loss payable clause to the Lender as the Chargee(s).

The Chargor will insure and keep insured any and all upgrades of the building/unit(s) to an amount of not less than the full replacement value of said upgrades and improvements from time to time, with an insurance company approved by the Chargee(s). No policy of insurance shall contain or be subject to co-insurance requirements.

The Chargor shall provide written evidence of continuation of all such insurance from the insurer to the effect that coverage has been extended for a minimum period of one year and that all premiums with respect to such extended term have been paid for in full.

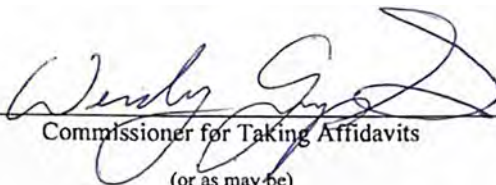
## **MORTGAGE ADVANCE**

The Chargors agree that neither the preparation, execution nor registration of this Charge shall bind the Chargees to advance the money hereby secured, nor shall the advance of a part of the principal sum herein bind the Chargees to advance any unadvanced portion thereof, but nevertheless the estate hereby Charged shall take effect forthwith upon the execution of these presents by the said Chargors, and the expenses of the examination of the title and of this Charge and valuation (together with any costs of the Chargees as hereinafter set out) are to be secured hereby in the event of the whole or any balance of the principal sum herein not being advanced, the same to be Charged hereby upon the said lands, and shall be without demand thereof, payable forthwith with interest at the rate provided for in this Charge, and in default the remedies hereunder shall be exercisable.

NOTWITHSTANDING the registration of this Charge and the advance of funds pursuant thereto, the terms and/or conditions of the Letter of Commitment (and any amendments thereto) pertaining to the loan transaction evidenced by this Charge shall remain binding and effective on the parties hereto, and shall not merge in this Charge nor in any document executed and/or delivered on closing of or otherwise in connection with this transaction, and the terms thereof are incorporated herein by reference. In the event of any discrepancy between the terms of such Letter of Commitment (and any amendments thereto) and this Charge, or any other documentation delivered in connection with this transaction, or any discrepancy as

between any such documentation, the Chargees in its sole discretion shall decide the provisions of which document shall prevail. If the Chargors fail to comply with any term, provision, warranty, representation, covenant or condition contained in the said Letter of Commitment (and any amendments thereto) either prior to or subsequent to the closing of this transaction, the Chargors shall be deemed to be in default under this Charge and in addition to any rights set out in the said Letter of Commitment (and any amendments thereto) the Chargees shall be entitled at its option to enforce any rights which the Chargees may have under this Charge or other security held by the Chargees for all or any part of the monies secured hereunder.

This is Exhibit "F" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**

Properties

PIN63117 - 0375    LT

DescriptionPT LT 18 GULL RIVER RANGE BEXLEY AS IN R261635; S/T R309453; TOGETHER WITH AN EASEMENT OVER PART LOT 18 GULL RIVER RANGE BEXLEY, PART 1, PLAN 57R10516 AS IN KL123027; CITY OF KAWARTHA LAKES

Address6720 HIGHWAY 35  
COBOCONK

Applicant(s)

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

Name2538983 ONTARIO INC.

Address for Service535 Broadgreen Street, Pickering, ON

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Party To(s)CapacityShare

NameGOLDSTEIN, MARILYN

Address for Service1670 Bayview Avenue, Suite 400  
Toronto, Ontario M4G 3C2

NameCALICOM SOLUTIONS INC.

Address for Service1670 Bayview Avenue, Suite 400  
Toronto, Ontario M4G 3C2

NameLARDAN INVESTMENTS INC.

Address for Service1670 Bayview Avenue, Suite 400  
Toronto, Ontario M4G 3C2

NameMARK J. SHINER PROFESSIONAL CORPORATION

Address for Service1670 Bayview Avenue, Suite 400  
Toronto, Ontario M4G 3C2

Name1407659 ONTARIO INC.

Address for Service1670 Bayview Avenue, Suite 400  
Toronto, Ontario M4G 3C2

Name1961362 ONTARIO INC.

Address for Service1670 Bayview Avenue, Suite 400  
Toronto, Ontario M4G 3C2

NameMILLER, STEWART

Address for Service1670 Bayview Avenue, Suite 400  
Toronto, Ontario M4G 3C2

NameSOLEST INVESTMENTS LIMITED

Address for Service1670 Bayview Avenue, Suite 400  
Toronto, Ontario M4G 3C2

NameKETTNER, PAUL

Address for Service1670 Bayview Avenue, Suite 400  
Toronto, Ontario M4G 3C2

NameSOUDAN MANAGEMENT SERVICE LTD.

Address for Service1670 Bayview Avenue, Suite 400  
Toronto, Ontario M4G 3C2

NameHERBERT, PAUL

Address for Service1670 Bayview Avenue, Suite 400  
Toronto, Ontario M4G 3C2

NameRORDEN HOLDINGS LIMITED

Address for Service1670 Bayview Avenue, Suite 400  
Toronto, Ontario M4G 3C2

NameKETTNER, MILES

Address for Service1670 Bayview Avenue, Suite 400  
Toronto, Ontario M4G 3C2

Party To(s)	Capacity	Share
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Name	KEY, KEN
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2
Name	THE MCRAE FAMILY TRUST
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2
Name	2292818 ONTARIO INC.
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2
Name	GARSHOWITZ, HARTLEY
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2
Name	MALTRIX GROUP INC.
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2
Name	MEYERS, SHELDON
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2
Name	MEYERS, FRANCES
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2
Name	STEINBERG, ELLIOTT
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2
Name	CELIL, HAGOP
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2
Name	SCHURE, HUGH
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2
Name	CONWAY, ROBERT
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2

Statements
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The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar   when the registered instrument, KL189078 registered on 2022/02/23 to which this notice relates is deleted

Schedule:   See Schedules

Signed By
-----------

Cheng Yang	#1300-5255 Yonge Street Toronto M2N 6P4	acting for Applicant(s)	Signed	2022 02 23
Tel	416-446-1230			
Fax	416-446-1201			
I have the authority to sign and register the document on behalf of all parties to the document.				
Cheng Yang	#1300-5255 Yonge Street Toronto M2N 6P4	acting for Party To(s)	Signed	2022 02 23
Tel	416-446-1230			
Fax	416-446-1201			
I have the authority to sign and register the document on behalf of all parties to the document.				



**Submitted By**

JACK FRYMER PROFESSIONAL CORPORATION	#1300-5255 Yonge Street Toronto M2N 6P4	2022 02 23
Tel	416-446-1230	
Fax	416-446-1201	

**Fees/Taxes/Payment**

Statutory Registration Fee	\$66.30
Total Paid	\$66.30

## GENERAL ASSIGNMENT OF RENTS

**THIS AGREEMENT** made this 8<sup>th</sup> day of February, 2022.

**BETWEEN:**

**2538983 Ontario Inc.**

hereinafter called the Assignor

OF THE FIRST PART

-and-

Marilyn Goldstein, Calicom Solutions Inc., Lardan Investments Inc., Mark J. Shiner Professional Corporation, 1407659 Ontario Inc., 1961362 Ontario Ltd., Stewart Miller, Solest Investments Limited, Paul Kettner, Soudan Management Services Limited, Paul Herbert, Rorden Holdings Limited, Miles Kettner and Ken Key, McRae Family Trust, 2292818 Ontario Inc., Hartley Garshowitz, Maltrix Group Inc., Sheldon & Frances Meyers, Elliott Steinberg, Hagop Celil, Hugh Schure, Robert Conway

hereinafter called the Chargees

OF THE SECOND PART

Now therefore it is hereby covenanted, agreed and declared as follows:

1. In this agreement, unless there is something in the subject matter or context inconsistent therewith,
  - a. "Charge" means a charge of the Lands from the Assignor to the Chargees securing the principal sum of \$5,950,000.00 plus interest thereon, and any other monies which may become owing to the Lender under the Charge;
  - b. "Leases" includes:
    - i. every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence;
    - ii. every existing and future guarantee of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the Lands; and


- iii. every existing and future assignment of, and agreement to assume, the obligations of tenants of the whole or any portion of the Lands;
  - c. "Rents" means all revenues, receipts, income, credits, deposits, rents, additional rents, tenant recoveries and other receivables of any nature and kind whatsoever arising from, payable under or related to the Leases, whether past due, now due or hereafter to become due and the benefit of all covenants of tenants, users, occupiers, licensees and guarantors under or in respect of the Leases.
- 2. The Chargees have registered a first Charge (the "Charge") against the Lands. The Assignor is the owner of the Property subject to the Charge and has agreed to enter into this agreement with the Chargees as collateral security for the due payment of the Charge;
- 3. The Assignor hereby assigns to the Chargees, their successors and assigns (as security for the principal, interest, and other amounts secured by the Charge and until the monies due under and by virtue of the Charge have been fully paid and satisfied), (i) the Leases and all benefits and advantages to be derived therefrom with full power and authority to use the name of the Assignor or the owner from time to time of the Lands or the names of the Chargees, as the Chargees may elect in their sole discretion, for enforcing the covenants and agreements on the parts of the tenants contained therein, and (ii) the Rents, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment thereof in the name of the Assignor or the owner from time to time of the Lands or in the names of the Chargees, as the Chargees may elect in their sole discretion.
- 4. The Assignor hereby represents, warrants, covenants and agrees that:
  - a. complete and true copies of all of the presently existing non-residential Leases have been delivered to the Chargees;
  - b. the Assignor will not without the prior written consent of the Chargees perform, or omit to perform, any act having the effect of terminating, cancelling or accepting surrender of any of the non-residential Leases or of waiving, releasing, reducing or abating any rights or remedies of the Assignor or any obligations of any other party thereunder or in connection therewith;
  - c. none of the non-residential Leases or the Assignor's rights thereunder, including the right to receive the Rents, will be altered, varied or amended;
  - d. none of the Rents has been or will be paid more than one month in advance (except, if so provided in the lease or agreement, for payment of rent for the last month of the term) nor have they been discounted, released, waived, compromised or otherwise discharged;

- e. there has been no default of a material nature which has not been remedied under any of the Leases by any of the parties thereto;
  - f. there is no outstanding dispute under any of the Leases by any party thereto; and
  - g. the Assignor will observe and perform all of the Assignor's obligations under each of the Leases.
5. Subject to the provisions of paragraph 3 above, the Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each of the Leases unless and until the Chargees shall give notice to the tenant, user, occupier, licensee or guarantor there under requiring payment to the Chargees.
6. Nothing contained herein or in any statute shall have the effect of making the Chargees, their successors or assigns, responsible for the collection of Rents or any of them or for the performance of the covenants, obligations or conditions under or in respect of the Leases or any of them to be observed or performed by the Assignor, and the Chargees shall not, by virtue of this agreement or their receipt of the Rents or any of them, become or be deemed a chargee in possession of the Lands or the charged premises and the Chargees shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Chargees shall be liable to account only for such monies as shall actually come into their hands, less all costs and expenses and other proper deductions.
7. The Assignor hereby agrees to execute such further assurances as may be reasonably required by the Chargees from time to time to perfect this agreement and assignment. The Assignor will from time to time at the reasonable request of the Chargees furnish to the Chargees a copy of the current rent roll of the building on the Lands showing the basic terms of all Leases and, if requested by the Chargees, give the Chargees a specific assignment of the Rents thereunder in form satisfactory to the Chargees.
8. The Assignor further agrees that the Assignor will not lease or agree to lease any part of the Lands except at a rent, on terms and conditions, and to tenants, which are not less favourable or desirable than those which a prudent landlord would expect in respect of the premises to be leased.
9. The Assignor hereby agrees to indemnify at all times and from time to time and save the Chargees harmless from any and all demands, claims, damages, actions, proceedings, lawsuits, costs, expenses, or payments incurred which the Chargees may sustain or incur by reason of the Assignor's failure to charge legal rents or by reason of successful rebate claims by any tenant under any lease in the building on the Lands or by any former tenant of the building and agrees that all rents charged with respect to the Lands or any part thereof will be lawful rents pursuant to any applicable legislation from time to time respecting residential housing and further agrees that it will file all items required to be filed by such legislation in a timely, accurate and complete way.

10. It is understood and agreed that this agreement and assignment is being taken as collateral security only for the due payment of any sum due under the Charge; and that none of the rights or remedies of the Chargees under the Charge shall be delayed or in any way prejudiced by these presents; and that following registration of a discharge of the Charge this agreement and assignment shall be of no further force or effect, and such discharge shall act as a release and reassignment of the assignments herein.
11. In this agreement words denoting the singular include the plural where appropriate and vice-versa and words denoting any gender include all genders.
12. This agreement and everything herein contained shall extend to, bind and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

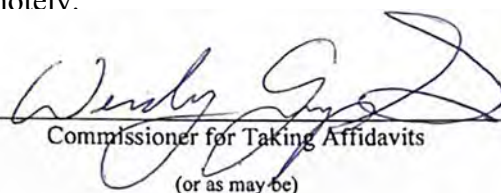
WITNESSES:

2538983 ONTARIO INC.

DocuSigned by:  
  
Per: \_\_\_\_\_  
Name: Shamail Zubair  
Title: President

I have authority to bind the corporation.

This is Exhibit "G" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**



## ONTARIO PPSA New Registration 1C CONFIRMATION

PPSA Ref File No.: 780593031

Expiry Date: 2027-02-23

Registration Number: 20220223 1552 1590 9410

**REGISTRATION TYPE:** Personal Property Security Act  
**TERM OF REGISTRATION (YEARS):** 5

**CAUTION FILING:** N  
**MOTOR VEHICLE SCHEDULE:** N

### DEBTORS

Business Debtors					
	BUSINESS NAME ONTARIO CORPORATION NUMBER			ADDRESS	
1	2538983 ONTARIO INC. 2538983			535 BROADGREEN STREET PICKERING ON L1W 3E8	
Individual Debtors					
	FIRST NAME	MIDDLE	LAST NAME	DATE OF BIRTH	ADDRESS
2	TAHIRA		ZUBAIR	1954-07-31	535 BROADGREEN STREET PICKERING ON L1W 3E8
3	ZUBAIR		MALIK	1946-08-24	535 BROADGREEN STREET PICKERING ON L1W 3E8
4	NOOR		ZUBAIR	1982-09-17	535 BROADGREEN STREET PICKERING ON L1W 3E8
5	SHAMAIL		ZUBAIR	1974-03-08	535 BROADGREEN STREET PICKERING ON L1W 3E8
6	SUNIL		ZUBAIR	1978-02-07	535 BROADGREEN STREET PICKERING ON L1W 3E8

## SECURED PARTIES

Secured Parties		
	NAME	ADDRESS
1	MARILYN GOLDSTEIN	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
2	CALICOM SOLUTIONS INC.	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
3	LARDAN INVESTMENTS INC.	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
4	MARK J. SHINER PROFESSIONAL CORPORATION	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
5	1407659 ONTARIO INC.	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
6	1961362 ONTARIO INC.	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
7	STEWART MILLER	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
8	SOLEST INVESTMENTS LIMITED	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
9	PAUL KETTNER	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
10	SOUDAN MANAGEMENT SERVICE LTD.	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
11	PAUL HERBERT	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
12	RORDEN HOLDINGS LIMITED	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
13	MILES KETTNER	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
14	KEN KEY	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
15	THE MCRAE FAMILY TRUST	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
16	2292818 ONTARIO INC.	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
17	HARTLEY GARSHOWITZ	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
18	MALTRIX GROUP INC.	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
19	FRANCES MEYERS	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
20	SHELDON MEYERS	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
21	ELLIOTT STEINBERG	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
22	HAGOP CECIL	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
23	HUGH SCHURE	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2
24	ROBERT CONWAY	1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2



## COLLATERAL

Collateral Classification Selected	MATURITY DATE	AMOUNT SECURED
Consumer Goods ____ Inventory ____ Equipment ____ Accounts <u>x</u> Other <u>x</u> Motor Veh Incl ____	No Fixed Date	

### General Collateral

PURSUANT TO GENERAL ASSIGNMENT OF RENTS ON PROPERTY SITUATED AT 6720  
HIGHWAY 35, COBOCONK, ONTARIO AND PURSUANT TO PERSONAL GUARANTEES.

## REGISTERING AGENT

NAME	ADDRESS
JACK FRYMER PROFESSIONAL CORPORATION	1300-5255 YONGE STREET TORONTO ON M2N 6P4

**GENERAL SECURITY AGREEMENT**

THIS AGREEMENT made as of the <sup>8<sup>th</sup></sup> day of <sup>Feb</sup>~~January~~, 2022.

BETWEEN:

**2538983 Ontario Inc.,**  
a corporation incorporated under the laws of the Province of Ontario  
(hereinafter referred to as the "Debtor")

OF THE FIRST PART,

- and -

Marilyn Goldstein, Calicom Solutions Inc., Lardan Investments Inc., Mark J. Shiner Professional Corporation, 1407659 Ontario Inc., 1961362 Ontario Ltd., Stewart Miller, Solest Investments Limited, Paul Kettner, Soudan Management Services Limited, Paul Herbert, Rorden Holdings Limited, Miles Kettner and Ken Key, McRae Family Trust, 2292818 Ontario Inc., Hartley Garshowitz, Maltrix Group Inc., Sheldon & Frances Meyers, Elliott Steinberg, Hagop Celil, Hugh Schure, Robert Conway, Mitchel Freedman

(hereinafter referred to as the "Secured Party")

OF THE SECOND PART.

**WHEREAS** the Debtor, has requested a loan from the Secured Party in the amount of Five Million Nine Hundred Fifty Thousand (\$5,950,000.00) Dollars;

**AND WHEREAS** the Debtor is indebted and liable to the Secured Party under the Commitment Letter as set forth in Schedule "A";

**AND WHEREAS** the Secured Party has provided the Debtor with a Commitment Letter (the "Commitment") which was executed by both Parties on/about and pursuant to the terms of which certain security, including a registered charge (the "Registered Charge") shall be/has been registered; and

**AND WHEREAS** this general security agreement (the "Agreement") is to secure the obligations, indebtedness and liabilities of the Debtor to and in favour of the Secured Party;

**NOW THIS AGREEMENT WITNESSES THAT** in consideration of the closing of the above noted transaction and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) it is agreed as follows:

**1. DEFINITIONS IN THIS AGREEMENT**

"accession", "Accounts", Chattel Paper", "Consumer Goods", "Document of Title" (whether negotiable or not), "Equipment", "Financial Assets", "financing statement" and "financing change statement", "Futures Accounts", "Futures Contracts", "Goods", "Instrument", "Inventory", "Investment Property", "Intangible", "Money", "Options", "Options on Futures", "proceed", "Proceeds" "Securities and "Security" whenever used herein shall be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* of the Province of Ontario, as amended from time to time, (the "Act") which Act, including amendments thereto and any Act substituted therefore and amendments thereto is herein referred to as the "PPSA".

"Books and Records" means all books, records, files, papers, disks, documents and other repositories of data recording, evidencing or relating to the Collateral to which the Debtor has access.

"Collateral" means all of Accounts, Chattel Papers, Consumer Goods, Documents of Title, Equipment, Financial Assets, Futures Accounts, Futures Contracts, Goods, Instruments, Inventory, Investment Property, Intangibles, Money, Options, Options on Futures, Proceeds, Receivables and Securities upon which a security interest is vested herein as well as specifically

"Default" has the meaning set out in Section 8 hereof.

"Liabilities" means the obligations, indebtedness and liability of the Debtor to the Secured Party as evidenced by the Commitment Letter executed on the by the Debtor and the Secured Party and attached as Schedule "A".

"Person" means any natural person or artificial body (including any firm, corporation or government).

"Place of Business" means a location where the Debtor carries on business or where any of the Collateral is located.

"PPSA" means the *Personal Property Security Act* (Ontario) as amended from time to time and all regulations from time to time made thereunder.

"Receivables" means all debts, claims and chooses in action now or hereafter due or owing to or owned by the Debtor.

## **2. GRANT OF SECURITY INTEREST**

The Debtor hereby grants to the Secured Party a security interest in all of the Collateral of the Debtor, both present and future, including, but not limited to, all Inventory, Equipment, Receivables and the Proceeds of such property and assets as a general and continuing collateral security for the due payment and performance of all present and future obligations, indebtedness, liabilities of the Debtor to the Secured Party.

## **3. OTHER SECURITY INTERESTS**

The Debtor represents and warrants that the Collateral will remain free of any security interest except those granted in the ordinary course of business, those granted in favour of the Secured Party and those granted with the prior written consent of the Secured Party. The Secured Party may, but shall have no obligation to, pay any amount required to remove any unauthorized security interest, and any amount so paid by the Secured Party shall be reimbursed by the Debtor to the Secured Party.

## **4. USE OF COLLATERAL**

Without the prior written consent of the Secured Party, the Debtor shall not sell, lease or otherwise dispose of any of the Collateral other than in the ordinary course of the Debtor's business.

**5. INSURANCE**

The Debtor will keep the Collateral insured to its full insurable value against loss or damage by fire and such other risks as are customarily insured against for property similar to the Collateral and will notify the Secured Party of any substantial loss or damage to the Collateral. If the Debtor does not obtain or maintain such insurance, the Secured Party may, but shall have no obligation to, obtain and maintain such insurance. Any amount so paid by the Secured Party shall be reimbursed by the Debtor to the Secured Party.

**6. INFORMATION AND INSPECTION**

The Debtor will, from time to time, furnish to the Secured Party all information reasonably requested by the Secured Party relating to the Collateral.

**7. RECEIVABLES**

Upon Default, the Secured Party may collect and otherwise deal with the Receivables in such manner and upon such terms as the Secured Party considers appropriate.

**8. DEFAULT**

**(a) Events of Default**

The occurrence of any of the following events or conditions shall constitute a Default:

- (i) the Debtor does not make timely payment against the Liabilities; or
- (ii) any representation, warranty or statement made by the Debtor to the Secured Party is untrue in any material respect at the time it was made; or
- (iii) the Debtor ceases or threatens to cease to carry on its business; or
- (iv) the Debtor becomes insolvent, bankrupt, makes a proposal or files an assignment for the benefit of creditors under the *Bankruptcy Act* (Canada) or similar statute; a petition in bankruptcy is filed against the Debtor; or steps are taken under any legislation by or against the Debtor seeking liquidation, winding-up or dissolution of the Debtor; or
- (v) a receiver, receiver and manager or trustee is appointed in respect of the Debtor; or
- (vi) the holder of a security interest takes possession of all or a substantial part of the Debtor's property; or
- (vii) any default pursuant to the terms of the Commitment and/or the Registered Charge.

**(b) Rights upon Default**



Upon giving ten (10) days written notice to the Debtor of the event of default relied upon, and unless such default is waived by the Secured Party or cured within such ten (10) day period, the Secured Party shall have the following rights:

- (i) *Appointment of a Receiver.* The Secured Party may by instrument in writing appoint a receiver or receiver and manager (a "Receiver") of the Collateral. The Secured Party may from time to time remove or replace a Receiver, or make application to any court of competent jurisdiction for the appointment of a Receiver and may from time to time fix the Receiver's remuneration.
- (ii) *Dealings with the Collateral.* The Secured Party or a Receiver may take possession of the Collateral and retain the same for as long as it takes to recover any unpaid Liabilities then due and owing and may receive any rents and profits therefrom, carry on (or concur in carrying on) the Debtor's business or any part thereof or refrain from doing so and sell or lease or concur in the selling or leasing of the Collateral. The Secured Party or a Receiver may (without charge) enter upon all or any of the Places of Business.
- (iii) *Realization.* The Secured Party or a Receiver may use, collect, sell or otherwise dispose of, realize upon, release to the Debtor and otherwise deal with the Collateral in such manner and upon such terms as the Secured Party or the Receiver consider appropriate.
- (iv) *Application of Proceeds After Default.* All Proceeds of Collateral received by the Secured Party or a Receiver shall be applied to discharge or satisfy any reasonable expenses (including the Receiver's remuneration and solicitor costs on a substantial indemnity basis), charges, borrowings, taxes and other outgoings required to preserve, maintain or enhance the Collateral and to keep in good standing the other permitted security interests. The balance of such Proceeds shall be applied to the Liabilities and thereafter shall be accounted for as required by law.

(c) Other Rights

Upon Default, the Secured Party will have, in addition to the rights specifically provided in this Agreement, the rights of a Secured Party under the PPSA. No such right shall be exclusive of or dependent upon any other right and one or more of such rights may be exercised independently or in combination from time to time.

(d) Deficiency

The Debtor will remain liable to the Secured Party for payment of any Liabilities which are outstanding following realization of the Collateral or any part thereof.

## 9. FURTHER ASSURANCES

The Debtor will from time to time upon request by the Secured Party take such action and execute such other documents as the Secured Party may reasonably require in connection with the Collateral.

## **10. GENERAL PROVISIONS**

### **(a) Attachment of Security Interest**

The security interests created by this Agreement are intended to attach to Collateral existing when the Debtor signs this Agreement and to collateral subsequently acquired by the Debtor.

### **(b) Assignment**

This Agreement shall enure to the benefit of and be binding upon the Secured Party and the Debtor and their respective successors and permitted assigns. Neither party shall be entitled to assign this Agreement without the prior written consent of the other party.

### **(c) Notices**

Notices. All notices, requests, demands or other communications (collectively, "Notices") by the terms hereof required or permitted to be given by one party to any other party, or to any other person shall be given in writing by personal delivery or by registered mail, postage prepaid, or by facsimile transmission to such other party as follows:

To the Debtor at:

6720 Hwy 35  
Coboconk, Ontario K0M 1K0

To the Secured Party at:

1670 Bayview Avenue, Suite 400, Toronto, ON M4G 3C2

or at such other address as may be given by such person to the other parties hereto in writing from time to time.

All such Notices shall be deemed to have been received when delivered or transmitted, or, if mailed, 48 hours after 12:01 a.m. on the day following the day of the mailing thereof. If any Notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such Notice shall be deemed to have been received 48 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all Notices shall be given by personal delivery or by facsimile transmission.

(d) Counterparts

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

(e) Time of the Essence

Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

(f) Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated herein by reference and form part of the Agreement.

(g) Enurement

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

(h) Currency

Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.

(i) Headings for Convenience Only

The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

(j) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

(k) Gender

In this Agreement, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders and the word "person" shall include an individual, a trust,



a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.

(l) Calculation of Time

When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, then the time period in question shall end on the first business day following such non-business day.

(m) Legislation References

Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

(n) Severability

If any article, section or any portion of any section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this Agreement.

(o) Transmission by Facsimile/Electronic Mail

The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

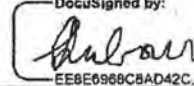


IN WITNESS WHEREOF the parties have duly executed this General Security Agreement this

8<sup>th</sup> day of ~~January~~, 2022.  
Feb

2538983 ONTARIO INC.

DocuSigned by:



Per: \_\_\_\_\_

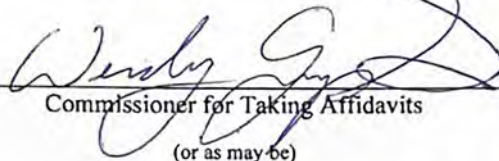
EE8E6988C8AD42C...

Name: Shamail Zubair

Title: President

I have authority to bind the corporation.

This is Exhibit "HH" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**

## ASSIGNMENT OF LEASE

**THIS ASSIGNMENT** made as of the 13th day of January, 2022

**BETWEEN:**

**2538983 ONTARIO INC.**  
(HEREINAFTER CALLED THE "ASSIGNOR")

- and -

Marilyn Goldstein, Calicom Solutions Inc., Lardan Investments Inc., Mark J. Shiner Professional Corporation, 1407659 Ontario Inc., 1961362 Ontario Ltd., Stewart Miller, Solest Investments Limited, Paul Kettner, Soudan Management Services Limited, Paul Herbert, Rorden Holdings Limited, Miles Kettner and Ken Key, McRae Family Trust, 2292818 Ontario Inc., Hartley Garshowitz, Maltrix Group Inc., Sheldon & Frances Meyers, Elliott Steinberg, Hagop Celil, Hugh Schure, Robert Conway, Mitchel Freedman

(HEREINAFTER CALLED THE "ASSIGNEE")

By a lease dated the 15<sup>th</sup> day of MARCH 2019 (the "Lease") the **2538983 Ontario Inc.**, the Landlord leased to THE TOL GROUP CORP. as Tenant, certain premises (the "Premises") having a municipal address of 6720 Highway 35, Coboconk, in the Province of Ontario, and shown outlined on the plan attached to the Lease as Schedule "B";

**WHEREAS** by a Mortgage Commitment dated November 10, 2021, (the "Commitment"), the Assignor, as borrower, agreed to assign the said lease to the Lenders, (the "Assignees");

**NOW THEREFORE, THIS INDENTURE WITNESSETH THAT**, in consideration of the sum of TWO DOLLARS (\$2.00) and other good and valuable consideration paid by the Assignee to the Assignor (the receipt and sufficiency of which are hereby acknowledged by the Assignor, the Assignor does hereby assign and set over unto the Assignee all of the Assignor's interest, in the Lease;

**TOGETHER WITH** all rents, payments made as rents and other consideration paid or delivered in lieu of rents, payable under the Lease and the unexpired residue of the terms of years under the Lease and all benefits and advantages to be derived therefrom;

**AND TOGETHER WITH** all rights, title and interest of the Assignor, as Borrowers, in pursuant to or in any way relating to the Lease;

**TO HAVE AND TO HOLD** and receive the same unto the Assignee, its successors and assigns;

**PROVIDED THAT** this Assignment shall not be effective and the Assignee shall not be entitled to any of the said rents or other consideration payable under the Leases unless and until the mortgage is in default;

**AND THE** parties agree that, by the giving and acceptance hereof as applicable, this Assignment, together with all rights, entitlements, duties and obligations arising from same, shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF** the Assignor has executed this Assignment.

**2538983 ONTARIO INC.**

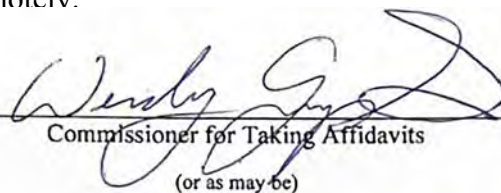
Per: 

Name: Shamail Zubair

Title-President

I have authority to bind the Corporation

This is Exhibit "I" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**

**GUARANTEE AND POSTPONEMENT OF CLAIM**

**TO:** Marilyn Goldstein, Calicom Solutions Inc., Lardan Investments Inc., Mark J. Shiner Professional Corporation, 1407659 Ontario Inc., 1961362 Ontario Ltd., Stewart Miller, Solest Investments Limited, Paul Kettner, Soudan Management Services Limited, Paul Herbert, Rorden Holdings Limited, Miles Kettner and Ken Key, McRae Family Trust, 2292818 Ontario Inc., Hartley Garshowitz, Maltrix Group Inc., Sheldon & Frances Meyers, Elliott Steinberg, Hagop Celil, Hugh Schure, Robert Conway, Mitchel Freedman

**WHEREAS** Marilyn Goldstein, Calicom Solutions Inc., Lardan Investments Inc., Mark J. Shiner Professional Corporation, 1407659 Ontario Inc., 1961362 Ontario Ltd., Stewart Miller, Solest Investments Limited, Paul Kettner, Soudan Management Services Limited, Paul Herbert, Rorden Holdings Limited, Miles Kettner and Ken Key, McRae Family Trust, 2292818 Ontario Inc., Hartley Garshowitz, Maltrix Group Inc., Sheldon & Frances Meyers, Elliott Steinberg, Hagop Celil, Hugh Schure, Robert Conway, Mitchel Freedman (hereinafter called the “**Lender**”) has advanced funds or is about to advance funds to **2538983 ONTARIO INC.** (hereinafter called the “**Borrower**”) and in consideration of your intention to advance the said funds to the Borrower, and other good and valuable consideration and the sum of **Two (\$2.00) Dollars**, the receipt and sufficiency of which are hereby acknowledged, the undersigned Noor Zubair, Shamail Zubair, Sunil Zubair, Tahira Zubair and Zubair Malik (hereinafter collectively called the “**Guarantor**”) hereby declare, covenant and agree as follows:

1. In this Guarantee and Postponement of Claim the following words shall have the meaning as indicated opposite such words:
  - (a) “**Credit**” - means financial accommodation of any kind whatsoever.
  - (b) “**Indebtedness**” - means in its broadest sense all obligations of the Borrower to the Lender, alone or with others heretofore or hereafter incurred, whether voluntarily or involuntarily, whether due or not due, whether absolute, inchoate, contingent, liquidated or unliquidated together with interest on each and every such obligation.
2. Without further authorization from or notice to the Guarantors, you may grant credit and advance funds to the Borrower from time to time, either before or after revocation hereof, and in such manner, upon such terms and for such times as you deem best, and with or without notice to the Guarantors you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Borrower or by any person or persons liable to you of any Indebtedness hereby guaranteed, increase or reduce the rate of interest thereon, release or reduce the rate of interest thereon, release or add one or more Guarantors or endorsers, accept additional or substituted security, or release or subordinate any security. No exercise or nonexercise by you or any right hereby given you, no failure by you to record, complete or otherwise perfect any securities given by the Borrower or the Guarantors or any person, firm or corporation, no dealing by you with the Borrower or the Guarantors or any person, firm or corporation, no dealing by you with the Borrower or any covenantor or endorser and no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the Guarantors’ obligations hereunder or any security furnished by the Covenantor or give the Guarantors any recourse against you.
3. The Guarantors jointly and severally guarantee unconditionally and promise to pay to you or your order the amount of Indebtedness hereby guaranteed, interest thereon, and all costs, charges and expenses which may be incurred by you in respect of any Indebtedness of the Borrower hereby guaranteed or in enforcing this Guarantee against the Guarantors and, promise to perform each guaranteed obligation when due.
4. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you, but you shall not be obliged to take any action or exhaust your recourse against the Borrower, any other Guarantors, any other person, firm or corporation, or any securities you may hold at any time nor to value such securities before requiring or being entitled to payment from the Guarantors of all Indebtedness hereby guaranteed. This Guarantee shall not be determined or affected or your rights thereunder prejudiced by the discontinuance of this Guarantee as to one or more other Guarantors or by the death or loss or diminution of capacity or cessation of corporate existence, as the case may be, of the Borrower, or by the death or loss or diminution of capacity or cessation of corporate existence, as the case may be, of any other Guarantors.
5. Upon this Guarantee bearing the signature of the Guarantors coming into your hands or the hands of any officer, agent or employee thereof the same shall be deemed to be finally executed and delivered by the Guarantors and shall not be subject to or affected by any promise or condition affecting or limiting the Guarantors’ liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of the Lender, unless contained herein, forms any part of this contract or has induced the making thereof or shall be deemed in any way to affect the Guarantors’ liability hereunder.
6. No alteration or waiver of this Guarantee or any of its terms, provisions or conditions shall be binding on you unless made in writing over the signature of your duly authorized officers in that regard.
7. Until all Indebtedness hereby guaranteed has been paid in full the Guarantors shall not have any right of subrogation unless expressly given the Guarantors in writing by one of your duly authorized officers in that regard.

- 2 -

8. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or moneys received to any portion of the Indebtedness hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your controlled discretion see fit.

9. No change in the name, objects, share capital, business, membership, directorate powers, organization or management of the Borrower shall in any way affect the obligations of the Guarantors, either with respect to transactions occurring before or after any such change, it being understood that where the Borrower is a partnership or corporation this Guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Borrower notwithstanding any change or changes in the name or membership of the Borrower's firm, or in the name of the Corporate Borrower, and notwithstanding any reorganization of the Corporate Borrower, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.

10. Where the Borrower is a corporation or partnership or an entity, you shall not be concerned to see or inquire into the powers of the Borrower or its directors, partners or agents acting or purporting to act on its behalf, and Credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the Indebtedness hereby guaranteed even though the borrowing or obtaining of such Credit was irregularly, fraudulently, defectively or informally effected, or in excess of the powers of the Borrower or of the directors, partners or agents thereof. The Guarantors warrant and represent that they are fully authorized by law to execute this Guarantee of Credit to be granted to the Borrower.

11. The statement in writing of any of your authorized officers from time to time of the Indebtedness of the Borrower to you and covered by this Guarantee shall be received as prima facie evidence as against the Guarantors that such amount is at such time so due and payable to you and is covered hereby.

12. All indebtedness, present and future, of the Borrower to the Guarantors is hereby assigned to you and postponed to the present and future Indebtedness of the Borrower to you and all moneys received from the Borrower or for his account by the Guarantors shall be received in trust for you, and forthwith upon receipt, paid over to you until the Borrower's Indebtedness to you is fully paid and satisfied, all without prejudice to you and without in any way limiting or lessening the liability of the undersigned to you under this Guarantee. If the Borrower is a partnership of which the Guarantors are a member, the Guarantors will not without the prior written consent of one of your duly authorized officers withdraw any capital of the Guarantors invested with the Borrower.

13. Upon the bankruptcy or winding up or other distribution of assets of the Borrower or any surety or Guarantors of any Indebtedness of the Borrower to you, your rights shall not be affected or impaired by your omission to prove your claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting the Guarantors' liability to you and until all Indebtedness of the Borrower to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the Guarantors to you under this Guarantee and to prove and rank for such sums paid by the Guarantors and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to you. The Guarantors shall not be released from liability if recovery from the Borrower, any other covenantor or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

14. The Guarantors will file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required by law upon any Indebtedness of the Borrower to the Guarantors and will assign to you all of the Guarantors' rights thereunder. If the Guarantors do not file any such claim, you, as attorney in fact of the Guarantors, are hereby authorized to do so in the name of the Guarantors or in your discretion to assign the claim to and cause proof of claim to be filed in the name of your nominee. In all such cases, whether in administration, bankruptcy, or otherwise, the person or persons authorized to pay such claim shall pay to you the full amount payable on the claim in the proceeding before making any payment to the Guarantors, and to the full extent necessary for that purpose the Guarantors hereby assigns to you all the Guarantors' right to any payments or distributions to which the Guarantors otherwise would be entitled. If the amount so paid is greater than the guaranteed obligations then outstanding, you will pay the amount of the excess to the party entitled thereto.

15. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the Guarantors shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law and, without restricting the generality of the foregoing, if you hold one or more guarantees executed by the Guarantors relating to Credit extended to the Borrower by you, the amount of the Guarantors' liability imposed by such other guarantee or guarantees shall be added to the amount of the Guarantors' liability imposed by the provisions hereof and the resulting total shall be the amount of the Guarantors' liability.

16. The Guarantors shall pay to you on demand (in addition to all debts and liabilities of the Borrower hereby guaranteed) all costs, charges and expenses (including without limitation, lawyer's fees as between solicitor and client) incurred by you for the preparation, execution and perfection and enforcement of this

Guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each such costs, charges and expenses until payment by the Guarantors hereunder.

17. In case of default you may maintain an action upon this Guarantee whether or not the Borrower is joined therein or separate action is brought against the Borrower or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the Guarantors or by any number of successive actions until and unless all Indebtedness hereby guaranteed has been paid and each of the Guarantors’ obligations hereunder has been fully performed.

18. If any provision of this Guarantee is determined in any proceeding by a Court of Jurisdiction to be invalid or to be wholly or partially enforceable, the provision shall, for the purposes of such a proceeding, be severed from this Guarantee at the Lender’s option and shall be treated as not forming a part hereof and all the remaining provisions of this Guarantee shall remain in full force and shall be unaffected thereby.

19. Any notice or demand which you may wish to give may be served on the Guarantors either personally or on their legal personal representative or in the case of a corporation on an officer of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed.

20. This Guarantee shall be construed in accordance with the laws of the Province of Ontario and in any action thereon the Guarantors shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any Guarantors or their executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them.

21. Any word herein contained importing the singular number shall include the plural and any word importing the masculine gender shall include the feminine gender and any word importing a person shall include a corporation, partnership, firm and any entity.

22. In the event of your making a demand upon the undersigned or any or all of the undersigned upon this Guarantee each of the undersigned shall be held and bound to you directly as principal debtor in respect of the payment of the amounts hereby guaranteed and if there be more than one undersigned then liability hereunder shall be joint and several.

23. The Guarantors covenant and agree to perform all such obligations referred to in the said Charge and other ancillary documents in relation thereto (collectively called the “Security Documents”) which are the obligation of the Guarantors to perform.

24. This Guarantee and agreement on the part of the Guarantors shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the Guarantors and their executors, administrators, legal person representatives, successors and assigns.

The liability of the Guarantors under this Guarantee and Postponement of Claim shall be on a joint and several basis and shall be limited to FIVE MILLION, NINTY HUNDRED FIFTY THOUSAND (\$5,950,000.00) DOLLARS plus interest and costs thereon .

25. This instrument may be executed in several counterparts each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof.

**IN WITNESS WHEREOF** the Guarantors have hereto set their hands and seals, this \_\_\_\_ day of January, 2022.

WITNESS

\_\_\_\_\_

\_\_\_\_\_  
Noor Zubair

\_\_\_\_\_

\_\_\_\_\_  
Shamail Zubair



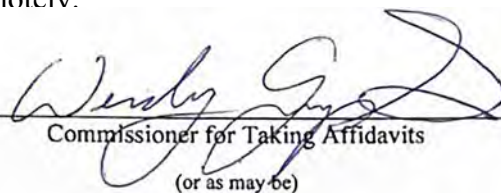
DocuSigned by:  
*Sabina Valiyeva*  
384FBFD947694FF...

Sunil Zubair  
DocuSigned by:  
*Tahira Zubair*  
DC4E09CE24C540B...  
Tahira Zubair

DocuSigned by:  
*Sabina Valiyeva*  
384FBFD947694FF...

DocuSigned by:  
*Zubair Malik*  
6FA135EBD983489...  
Zubair Malik

This is Exhibit "J" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**

Properties				
PIN	26311 - 0602	LT	Interest/Estate	Fee Simple
Description	PCL 46-1 SEC M1017; LT 46 PL M1017 (PICKERING) ; PICKERING			
Address	535 BROADGREEN STREET PICKERING			
PIN	26334 - 0500	LT	Interest/Estate	Fee Simple
Description	PT LOT 7, PLAN 40M2089, PT 8, 40R21302;; CITY OF PICKERING			
Address	1520 AVONMORE SQUARE PICKERING			
PIN	26334 - 0494	LT	Interest/Estate	Fee Simple
Description	PT BLOCK 29, PLAN 40M2089, PT 5, 40R21262; PICKERING, REGIONAL MUNICIPALITY OF DURHAM, S/T RIGHT UNTIL THE EARLIER OF 5 YEARS FROM 2002 11 29 OR SUCH TIME AS THE REGIONAL MUNICIPALITY OF DURHAM HAS ACCEPTED AND ASSUMED THE WITHIN SUBDIVISION AS IN DR133417			
Address	1527 AVONMORE SQUARE PICKERING			

Chargor(s)	
The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.	
Name	SUNIL, AMBER
Address for Service	535 Broadgreen Street, Pickering ON L1W 3E8
I am at least 18 years of age.	
My spouse is a party to this document.	
This document is not authorized under Power of Attorney by this party.	
Name	ZUBAIR, SHAMAIL
Address for Service	535 Broadgreen Street, Pickering ON L1W 3E8
I am at least 18 years of age.	
My spouse has consented to this transaction.	
This document is not authorized under Power of Attorney by this party.	
Name	ZUBAIR, SUNIL
Address for Service	535 Broadgreen Street, Pickering ON L1W 3E8
I am at least 18 years of age.	
My spouse is a party to this document.	
This document is not authorized under Power of Attorney by this party.	
Name	ZUBAIR, TAHIRA
Address for Service	1537 Avonmore Square, Pickering, ON
I am at least 18 years of age.	
My spouse has consented to this transaction.	
This document is not authorized under Power of Attorney by this party.	
Name	ZUBAIR, NOOR
Address for Service	1527 Avonmore Square, Pickering ON
I am at least 18 years of age.	
My spouse has consented to this transaction.	
This document is not authorized under Power of Attorney by this party.	

Chargee(s)		Capacity	Share
Name	GOLDSTEIN, MARILYN	Tenants In Common	\$1,250,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	CALICOM SOLUTIONS INC.	Tenants In Common	450,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	LARDAN INVESTMENTS INC.	Tenants In Common	300000

Chargee(s)		Capacity	Share
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	MARK J. SHINER PROFESSIONAL CORPORATION	Tenants In Common	300,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	1407659 ONTARIO INC.	Tenants In Common	as to \$350000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	1961362 ONTARIO LTD.	Tenants In Common	300000
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	MILLER, STEWART	Tenants In Common	300000
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	SOLEST INVESTMENTS LIMITED	Tenants In Common	250000
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	KETTNER, PAUL	Tenants In Common	250000
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	SOUDAN MANAGEMENT SERVICES LIMITED	Tenants In Common	200000
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	HERBERT, PAUL	Tenants In Common	200000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	RORDEN HOLDINGS LIMITED	Tenants In Common	200000
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	KETTNER, MILES	Tenants In Common	200000
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	KEY, KEN	Tenants In Common	200000
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	MCRAE, JEFF	Tenants In Common	as to \$150000.00
Address for Service	Trustee for The McRae Family Trust 1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	2292818 ONTARIO INC.	Tenants In Common	as to \$150000
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	GARSHOWITZ, HARTLEY	Tenants In Common	as to \$150,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	MALTRIX GROUP INC.	Tenants In Common	as to \$150,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	MEYERS, SHELDON	Joint Tenants	as to \$150,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		

Chargee(s)		Capacity	Share
Name	MEYERS, FRANCES	Joint Tenants	as to \$150,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	STEINBERG, ELLIOTT	Tenants In Common	as to \$100,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	CELIL, HAGOP	Tenants In Common	as to \$150,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	SCHURE, HUGH	Tenants In Common	as to \$100,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		
Name	CONWAY, ROBERT	Tenants In Common	as to \$100,000.00
Address for Service	1670 Bayview Avenue, Suite 400 Toronto, Ontario M4G 3C2		

Statements

Schedule: Noor Zubair owns property with PIN: 26334-0494, Tahira Zubair owns property with PIN: 26334-0500, Shamail Zubair, Sunil Zubair and Amber Sunil own property with PIN: 26311-0602, they are parents, sons and daughter in law, and agree to register this charge in this way. Jeff McRae being one of the Mortgagees is Trustee for The McRae Family Trust.

Provisions

Principal	\$5,950,000.00	Currency	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2023/03/01		
Interest Rate	8.25 % per annum		
Payments	\$40,906.25		
Interest Adjustment Date	2022 03 01		
Payment Date	1st day of each month		
First Payment Date	2022 04 01		
Last Payment Date	2023 03 01		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor	Tahira Zubair, Zubair Malik, Noor Zubair, Shamail Zubair, Sunil Zubair		

Additional Provisions

The Mortgage registered against the property municipally known as 1527 & 1573 Avonmore Square and 535 Broadgreen Street, Pickering (Collateral Mortgage ) is a collateral security to the mortgage registered against the property municipally known as 6720 Highway 35, Coboconk (Coboconk Mortgage). Full payment under Coboconk Mortgage shall be deemed to be full payment of the Collateral Mortgage. Default under Coboconk Mortgage shall constitute default under the Collateral Mortgage.

PREPAYMENT PRIVILEGE  
Provided further, if no default by the Chargor shall occur at any time hereunder, then, after the first six (6) months of the loan term, the loan shall be open for repayment in full only subject to providing the Chargee(s) with one (1) months advance written notice, and payment of three (3) months interest bonus.

The foregoing pre-payment privilege shall not be available in the event of any default at any time by the Chargor hereunder.

POST-DATED CHEQUES

The Chargor(s) shall deliver to the Chargees, at the time funds are advanced hereunder, separate series of post-dated cheques in amounts to be advised, representing the monthly interest payment due each Chargee for its share of the total amount of principal drawn down under the mortgage loan failing which, the within Charge shall be deemed to be in default and the balance of the principal, together with accrued interest shall, at the option of the Chargees, forthwith become due and payable.

NON TRANSFERABLE

Additional Provisions

If the Chargor sells, conveys, transfers or otherwise disposes of the charged property, or if a change in the beneficial ownership of the charged property occurs, then, at the option of the Chargee(s), the balance of the principal monies secured hereby, together with any interest accruing under the Charge herein and three (3) months additional interest, (as predetermined liquidated damages and not as a penalty), shall forthwith become due and payable.

DISHONoured CHEQUES/LATE OR NON PAYMENT

In the event that any payment is returned to the Lender(s) / Investor(s) for any reason whatsoever, including there being insufficient funds in the Borrowers bank account to cover said payment, then the Borrower will be responsible for all related bank charges of the Lender(s) / Investor(s) including their internal collection costs, to be billed at a rate of \$300.00 per hour. All time related to collection will be docketed. All payments must be received no later than 1:00 P.M. on the due date or they shall be deemed received on the following business day and subject to additional interest on a per diem basis.

MORTGAGE STATEMENT

The Chargor shall pay to Rescom Capital, and/or its Agents or Assigns, an administrative fee of \$200.00 in advance for processing and providing each and every mortgage statement requested by or on behalf of the Chargor.

TIME OF PAYMENT

Any payment (other than the post-dated cheques aforementioned) made after 1:00 p.m. shall be deemed for the purpose of calculation of interest to have been made and received on the next Bank business day; and for the purpose of this paragraph, Saturday, Sunday, Provincial and Federal Holidays shall be deemed non-Bank business days.

FINAL PAYMENT AND DISCHARGE

The Chargor covenants and agrees that of the principal sum and all accrued interest hereon and any other amounts payable upon or following default or maturity of the within Charge shall be by certified cheque, bank draft or money order. The Chargee(s) shall have a reasonable period of time after payment in full of the monies hereby secured within which to prepare and execute a discharge of the Charge, and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Chargee(s). All legal and other expenses for the preparation and execution as well as registration of such discharge shall, together with the Chargee(s) fee for providing same, be borne by the Chargor.

ACCELERATION ON BREACH OF COVENANTS

If the Chargor defaults in the performance or observance of any covenant, term or provision contained in the Charge, (or any other document incorporated herein or provided to facilitate the Loan evidenced by this Charge), including (but not limited to) default in payment of any amount due and payable hereunder, then, at the option of the Chargee(s) the balance of the principal and interest hereby secured, together with accrued interest and any other amount payable hereunder shall immediately become due and payable. If the default is a result of a late or NSF payment, the Chargor shall be provided with five (5) business days from the date of notification within which to replace the missed or NSF payment, with certified funds, (inclusive of any penalties or charges applicable thereto) failing which the Chargee(s) shall be at liberty to exercise its remedies hereunder.

PAYMENT OF PROPERTY TAXES & UTILITIES

The Chargors covenant and agree to pay all municipal taxes, special assessments and local improvement levies and all utility costs, as and when they become due, and to submit to the Chargees receipts evidencing the payment of taxes and other charges on demand. In the event of default hereunder, the Chargees shall have the option of collecting monthly instalments equal to one twelfth of the annual property taxes from the Chargors together with the monthly mortgage payment, and paying property taxes directly to the municipality on the Chargors behalf.

DEFAULT

Any default or breach of covenant at any time or from time to time under any encumbrance registered against the lands in priority to this Charge shall constitute default under this Charge and the Chargee(s) may pay all monies and take such steps as may be necessary to cure any such default or breach and all such sums (including but not limited to, costs, charges, expenses and legal fees on a solicitor and client scale) shall constitute a charge on the land secured under this Charge and shall be recoverable by the Chargee(s) in the same manner as with respect to any default or breach of covenant under this Charge.

In addition to the Standard Charge Terms adopted hereunder, the Chargor and the Chargee(s) agree that the following shall apply:

Upon default in payment of principal and interest under this Charge or in performance of

Additional Provisions

any of the terms and conditions hereof, the Chargee(s) may enter into and take possession of the land hereby Charged free from all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

INSURANCE POLICY

The policy evidencing insurance coverage as required herein shall contain the standard charge/mortgage clauses(s) approved by the Insurance Bureau of Canada attached thereto and shall contain a charge/mortgage loss payable clause to the Lender as the Chargee(s).

The Chargor will insure and keep insured any and all upgrades of the building/unit(s) to an amount of not less than the full replacement value of said upgrades and improvements from time to time, with an insurance company approve by the Chargee(s). No policy of insurance shall contain or be subject to co-insurance requirements.

The Chargor shall provide written evidence of continuation of all such insurance from the insurer to the effect that coverage has been extended for a minimum period of one year and that all premiums with respect to such extended term have been paid for in full.

MORTGAGE ADVANCE

The Chargors agree that neither the preparation, execution nor registration of this Charge shall bind the Chargees to advance the money hereby secured, nor shall the advance of a part of the principal sum herein bind the Chargees to advance any unadvanced portion thereof, but nevertheless the estate hereby Charged shall take effect forthwith upon the execution of these presents by the said Chargors, and the expenses of the examination of the title and of this Charge and valuation (together with any costs of the Chargees as hereinafter set out) are to be secured hereby in the event of the whole or any balance of the principal sum herein not being advanced, the same to be Charged hereby upon the said lands, and shall be without demand thereof, payable forthwith with interest at the rate provided for in this Charge, and in default the remedies hereunder shall be exercisable.

NOTWITHSTANDING the registration of this Charge and the advance of funds pursuant thereto, the terms and/or conditions of the Letter of Commitment (and any amendments thereto) pertaining to the loan transaction evidenced by this Charge shall remain binding and effective on the parties hereto, and shall not merge in this Charge nor in any document executed and/or delivered on closing of or otherwise in connection with this transaction, and the terms thereof are incorporated herein by reference. In the event of any discrepancy between the terms of such Letter of Commitment (and any amendments thereto) and this Charge, or any other documentation delivered in connection with this transaction, or any discrepancy as

between any such documentation, the Chargees in its sole discretion shall decide the provisions of which document shall prevail. If the Chargors fail to comply with any term, provision, warranty, representation, covenantor condition contained in the said Letter of Commitment (and any amendments thereto) either prior to or subsequent to the closing of this transaction, the Chargors shall be deemed to be in default under this Charge and in addition to any rights set out in the said Letter of Commitment (and any amendments thereto) the Chargees shall be entitled at its option to enforce any rights which the Chargees may have under this Charge or other security held by the Chargees for all or any part of the monies secured hereunder.

Signed By

Cheng Yang	#1300-5255 Yonge Street Toronto M2N 6P4	acting for Chargor(s)	First Signed	2022 02 23
Tel        416-446-1230				
Fax        416-446-1201				
Cheng Yang	#1300-5255 Yonge Street Toronto M2N 6P4	acting for Chargor(s)	Last Signed	2022 04 07
Tel        416-446-1230				
Fax        416-446-1201				

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

Submitted By

JACK FRYMER PROFESSIONAL CORPORATION	#1300-5255 Yonge Street Toronto M2N 6P4	2022 04 08
Tel        416-446-1230		

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

**Submitted By**

Fax        416-446-1201

**Fees/Taxes/Payment**

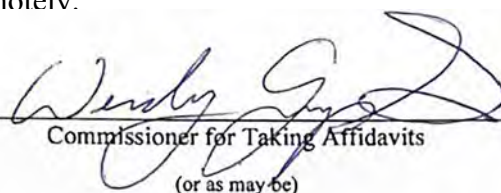
<i>Statutory Registration Fee</i>	\$66.30
<i>Total Paid</i>	\$66.30

**File Number**

*Chargor Client File Number :*                    210521



This is Exhibit "K" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**

PROPERTY DESCRIPTION:

PT LT 18 GULL RIVER RANGE BEXLEY AS IN R261635; S/T R309453; TOGETHER WITH AN EASEMENT OVER PART LOT 18 GULL RIVER RANGE BEXLEY, PART 1, PLAN 57R10516 AS IN KL123027; CITY OF KAWARTHA LAKES

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2008/05/26

OWNERS' NAMES

2538983 ONTARIO INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES						
AND ESCHEATS OR FORFEITURE TO THE CROWN.						
THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
CONVENTION.						
ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2008/05/26 **						
A4724	1970/01/02	ORDER				C
57R6960	1993/03/11	PLAN REFERENCE				C
R309453	1994/01/24	TRANSFER EASEMENT			HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF TRANSPORTATION	C
KL123031	2017/02/17	NOTICE		2260384 ONTARIO INC.		C
KL133293	2017/10/31	NOTICE		THE CORPORATION OF THE CITY OF KAWARTHA LAKES		C
KL148655	2019/02/01	TRANSFER	\$3,950,000	2260384 ONTARIO INC.	2538983 ONTARIO INC.	C
KL189078	2022/02/23	CHARGE	\$5,950,000	2538983 ONTARIO INC.	GOLDSTEIN, MARILYN CALICOM SOLUTIONS INC. LARDAN INVESTMENTS INC. MARK J. SHINER PROFESSIONAL CORPORATION 1407659 ONTARIO INC.	C

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
KL189079	2022/02/23	NO ASSGN RENT GEN		2538983 ONTARIO INC.	1961362 ONTARIO INC. MILLER, STEWART SOLEST INVESTMENTS LIMITED KETTNER, PAUL SOUDAN MANAGEMENT SERVICE LTD. HERBERT, PAUL RORDEN HOLDINGS LIMITED KETTNER, MILES KEY, KEN THE MCRAE FAMILY TRUST 2292818 ONTARIO INC. GARSHOWITZ, HARTLEY MALTRIX GROUP INC. MEYERS, FRANCES MEYERS, SHELDON STEINBERG, ELLIOTT CELIL, HAGOP SCHURE, HUGH CONWAY, ROBERT  GOLDSTEIN, MARILYN CALICOM SOLUTIONS INC. LARDAN INVESTMENTS INC. MARK J. SHINER PROFESSIONAL CORPORATION 1407659 ONTARIO INC. 1961362 ONTARIO INC. MILLER, STEWART SOLEST INVESTMENTS LIMITED KETTNER, PAUL SOUDAN MANAGEMENT SERVICE LTD. HERBERT, PAUL RORDEN HOLDINGS LIMITED KETTNER, MILES KEY, KEN THE MCRAE FAMILY TRUST 2292818 ONTARIO INC. GARSHOWITZ, HARTLEY MALTRIX GROUP INC. MEYERS, SHELDON MEYERS, FRANCES STEINBERG, ELLIOTT CELIL, HAGOP SCHURE, HUGH	C

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

LAND  
REGISTRY  
OFFICE #57

63117-0375 (LT)

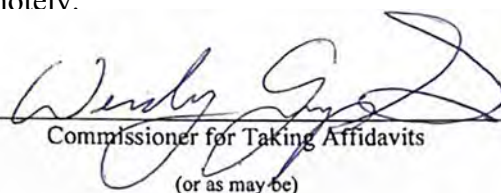
PAGE 3 OF 3  
PREPARED FOR WGreenspoon  
ON 2024/05/07 AT 15:56:22

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: KL189078						
KL202422	2023/03/21	CHARGE	\$500,000	2538983 ONTARIO INC.	CONWAY, ROBERT  2769141 ONTARIO INC.	C

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

This is Exhibit "L" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 1  
( 2084)

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

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

ENQUIRY NUMBER 20240509090625.77 CONTAINS 58 PAGE(S), 10 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.

GARFINKLE, BIDERMAN (LMC/CA)  
ATTN: CAROL AUGUSTINAS  
(ID: 2438449)  
TORONTO ON M5C2V9

CONTINUED... 2

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 2  
( 2085)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER										
	793555659										
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD				
01		001	1		20230523 1603 1901 0223	P PPSA	03				
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME		2538983 ONTARIO INC.							
	ADDRESS	6720 HWY 35		COBOCONK		ONTARIO CORPORATION NO.					
04	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME		ON	K0M 1K0			
05	DEBTOR										
06	NAME	BUSINESS NAME		SHELL COBOCONK							
	ADDRESS	6720 HWY 35		COBOCONK		ONTARIO CORPORATION NO.					
07	SECURED PARTY / LIEN CLAIMANT	ON DECK CAPITAL CANADA, INC.				ON		K0M 1K0			
08	ADDRESS	610-1100 RENE LEVESQUE O.		MONTREAL		QC		H3B 4N4			
09	COLLATERAL CLASSIFICATION										
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE		
10		X	X	X	X				X		
	YEAR MAKE			MODEL		V.I.N.					
11	MOTOR										
12	VEHICLE										
13	GENERAL	ALL OF THE MOVABLE AND PERSONAL PROPERTY, PRESENT OR FUTURE,									
14	COLLATERAL	CORPOREAL OR INCORPOREAL, OF THE MERCHANT, WHEREVER IT MAY BE.									
15	DESCRIPTION										
16	REGISTERING AGENT	ESC CORPORATE SERVICES LTD.									
17	ADDRESS	201-1325 POLSON DR.		VERNON		BC		V1T 8H2			

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

CONTINUED... 3

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 3  
( 2086)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER										
	791125227										
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD				
01		001	1		20230301 1110 1532 0593	P PPSA	05				
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME		2538983 ONTARIO INC.		ONTARIO CORPORATION NO.					
04		ADDRESS	6720 HWY 35		COBOCONK		ON	K0M1K0			
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
05	DEBTOR										
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.					
07		ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT	BANK OF MONTREAL/BANQUE DE MONTREAL									
09		ADDRESS	250 YONGE STREET, 9TH FLOOR		TORONTO		ON	M5B 2L7			
	COLLATERAL CLASSIFICATION										
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE		
10		X	X	X	X	X					
	YEAR MAKE			MODEL		V.I.N.					
11	MOTOR										
12	VEHICLE										
13	GENERAL	LF130 ONTARIO PERSONAL PROPERTY SECURITY ACT SECURITY AGREEMENT									
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING AGENT	D + H LIMITED PARTNERSHIP									
17		ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR		MISSISSAUGA		ON	L4Z 1H8			
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									

CONTINUED... 4



RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 4  
( 2087)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER										
	789741477										
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD				
01		01	007		20230104 1701 1462 8572	P PPSA	4				
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME		2538983 ONTARIO INC.		ONTARIO CORPORATION NO.					
04		ADDRESS	6720 HWY 35		COBOCONK		ON	K0M1K0			
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
05	DEBTOR	07FEB1978		SUNIL		ZUBAIR					
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.					
07		ADDRESS	1573 AVONMORE SQ		PICKERING		ON	L1V7H5			
08	SECURED PARTY / LIEN CLAIMANT	VENDORLENDER FUNDING CORP.									
09		ADDRESS	90C CENTURIAN DRIVE, SUITE 213		MARKHAM		ON	L3R8C5			
	COLLATERAL CLASSIFICATION										
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE		
10		X	X	X							
	YEAR MAKE	MODEL		V.I.N.							
11	MOTOR										
12	VEHICLE										
13	GENERAL	PURSUANT TO LEASE AGREEMENT 305039, ALL PRESENT AND FUTURE EQUIPMENT									
14	COLLATERAL	ENCOMPASSED BY LEASE AGREEMENT 305039, INCLUDING BUT NOT LIMITED TO									
15	DESCRIPTION										
16	REGISTERING AGENT	PPSA CANADA INC. - (8630)									
17		ADDRESS	303-110 SHEPPARD AVE. E.		TORONTO		ON	M2N6Y8			
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 5  
( 2088)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
00 789741477

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	02	007		20230104 1701 1462 8572	P PPSA	4

DEBTOR  
02 NAME BUSINESS NAME

03

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

11 MOTOR

12 VEHICLE

13 GENERAL 1 - COST TO SUPPLY & INSTALL GENERAC GENERATOR INCLUDED IN COST

14 COLLATERAL WOULD BE THE FOLLOWING GENERATOR, TRANSFER SWITCH, PAD PREPARATION,

15 DESCRIPTION COLD WEATHER KIT, BATTERY, ALL WIRING, ESA PERMIT, LABOUR & GAS

16 REGISTERING PPSA CANADA INC. - (8630)

AGENT

17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

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

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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FILE NUMBER

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03

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02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

GENERAL

PIPING.

12

VEHICLE

1 - GENERATOR, GENERAC, 20 KV

13

DESCRIPTION

REGISTERING AGENT

PPSA CANADA INC. - (8630)

14

ADDRESS

303-110 SHEPPARD AVE. E.

TORONTO

ON

M2N6Y8

15

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

16

CONTINUED...

7

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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FILE NUMBER

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CAUTION FILING

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REGISTRATION NUMBER

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REGISTRATION PERIOD

04

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4

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR VEHICLE

GENERAL DESCRIPTION

TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, WHERESOEVER LOCATED AND WHENEVER ACQUIRED, INCLUDING ALL TOOLS, PARTS AND REGISTERING AGENT

12

VEHICLE

ADDRESS

303-110 SHEPPARD AVE. E.

TORONTO

ON

M2N6Y8

13

GENERAL

DESCRIPTION

LOCATED AND WHENEVER ACQUIRED, INCLUDING ALL TOOLS, PARTS AND REGISTERING AGENT

14

COLLATERAL

DESCRIPTION

LOCATED AND WHENEVER ACQUIRED, INCLUDING ALL TOOLS, PARTS AND REGISTERING AGENT

15

DESCRIPTION

LOCATED AND WHENEVER ACQUIRED, INCLUDING ALL TOOLS, PARTS AND REGISTERING AGENT

PPSA CANADA INC. - (8630)

16

REGISTERING AGENT

PPSA CANADA INC. - (8630)

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

17

ADDRESS

303-110 SHEPPARD AVE. E.

TORONTO

ON

M2N6Y8

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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4

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR VEHICLE

GENERAL DESCRIPTION

ACCESSORIES USED IN CONNECTION THEREWITH (COLLECTIVELY, THE 'EQUIPMENT'), AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE

12

REGISTERING AGENT

PPSA CANADA INC. - (8630)

303-110 SHEPPARD AVE. E.

TORONTO

ON

M2N6Y8

13

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

CONTINUED...

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TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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FILE NUMBER

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4

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR VEHICLE

GENERAL

EQUIPMENT INCLUDING WITHOUT LIMITATION TRADE-INS, ACCOUNTS, RENTAL

12

VEHICLE

PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND

13

DESCRIPTION

ALL PROCEEDS OF PROCEEDS (INCLUDING PROCEEDS OF DISPOSITIONS AND

14

REGISTERING AGENT

PPSA CANADA INC. - (8630)

15

ADDRESS

303-110 SHEPPARD AVE. E.

TORONTO

ON

M2N6Y8

16

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

CONTINUED... 10

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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FILE NUMBER

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MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

07

007

20230104 1701 1462 8572

P PPSA

4

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR VEHICLE

GENERAL

INSURANCE PROCEEDS), AND ALL PROCEEDS OF THE EQUIPMENT AND A RIGHT TO ANY COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE EQUIPMENT.

12

DESCRIPTION

REGISTERING AGENT

PPSA CANADA INC. - (8630)

13

ADDRESS

303-110 SHEPPARD AVE. E.

TORONTO

ON

M2N6Y8

14

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

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11

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 11  
( 2094)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER										
	786346497										
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD				
01		01	006		20220901 1005 1462 9824	P PPSA	5				
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME		2538983 ONTARIO INC		ONTARIO CORPORATION NO.					
04		ADDRESS	6720 HWY 35		COBOCONK		ON	K0M1K0			
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
05	DEBTOR	07FEB1978		SUNIL		ZUBAIR					
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.					
07		ADDRESS	1573 AVONMORE SQ		PICKERING		ON	L1V7H5			
08	SECURED PARTY / LIEN CLAIMANT	VENDORLENDER FUNDING CORP.									
09		ADDRESS	90C CENTURIAN DRIVE, SUITE 213		MARKHAM		ON	L3R8C5			
	COLLATERAL CLASSIFICATION										
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE		
10		X	X	X							
	YEAR MAKE	MODEL		V.I.N.							
11	MOTOR										
12	VEHICLE										
13	GENERAL	PURSUANT TO LEASE AGREEMENT 305039, ALL PRESENT AND FUTURE EQUIPMENT									
14	COLLATERAL	ENCOMPASSED BY LEASE AGREEMENT 305039, INCLUDING BUT NOT LIMITED TO									
15	DESCRIPTION										
16	REGISTERING AGENT	PPSA CANADA INC. - (8630)									
17		ADDRESS	303-110 SHEPPARD AVE. E.		TORONTO		ON	M2N6Y8			
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									



TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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FILE NUMBER

786346497

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REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

02

006

20220901 1005 1462 9824

P PPSA

5

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY /

LIEN CLAIMANT

ADDRESS

08

COLLATERAL CLASSIFICATION

CONSUMER GOODS

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

09

YEAR MAKE

MODEL

V.I.N.

10

MOTOR VEHICLE

GENERAL

1 - GENERAC 20 KV GENERATOR INCLUDED INCLUDING TRANSFER SWITCH, PAD PREPARATION, COLD WEATHER KIT, BATTERY, WIRING, AND GAS PIPING.

11

DESCRIPTION

12

REGISTERING AGENT

PPSA CANADA INC. - (8630)

13

ADDRESS

303-110 SHEPPARD AVE. E.

TORONTO

ON

M2N6Y8

14

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

15

CONTINUED...

13

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 13  
( 2096)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN  
FILE NUMBER  
00 786346497  
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
01 03 006 20220901 1005 1462 9824 P PPSA 5  
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

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

07 ADDRESS  
08 SECURED PARTY /  
LIEN CLAIMANT  
09 ADDRESS  
COLLATERAL CLASSIFICATION

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

11 MOTOR  
12 VEHICLE  
13 GENERAL TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS,  
14 COLLATERAL SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, WHERESOEVER  
15 DESCRIPTION LOCATED AND WHENEVER ACQUIRED, INCLUDING ALL TOOLS, PARTS AND  
16 REGISTERING PPSA CANADA INC. - (8630)  
AGENT

17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8  
\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 14  
( 2097)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN  
FILE NUMBER  
00 786346497  
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
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01 04 006 20220901 1005 1462 9824 P PPSA 5  
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02 DEBTOR  
03 NAME BUSINESS NAME ONTARIO CORPORATION NO.  
04 ADDRESS  
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
05 DEBTOR  
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS  
08 SECURED PARTY /  
LIEN CLAIMANT  
09 ADDRESS  
COLLATERAL CLASSIFICATION  
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED  
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE  
10 YEAR MAKE MODEL V.I.N.

11 MOTOR  
12 VEHICLE  
13 GENERAL ACCESSORIES USED IN CONNECTION THEREWITH (COLLECTIVELY, THE  
14 COLLATERAL 'EQUIPMENT'), AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY  
15 DESCRIPTION FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE  
16 REGISTERING PPSA CANADA INC. - (8630)  
AGENT

17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8  
\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 15

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 15  
( 2098)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 786346497

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	05	006		20220901 1005 1462 9824	P PPSA	5

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

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

12 VEHICLE

13 GENERAL EQUIPMENT INCLUDING WITHOUT LIMITATION TRADE-INS, ACCOUNTS, RENTAL

14 COLLATERAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND

15 DESCRIPTION ALL PROCEEDS OF PROCEEDS (INCLUDING PROCEEDS OF DISPOSITIONS AND

16 REGISTERING PPSA CANADA INC. - (8630)

17 AGENT

ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

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

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

786346497

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

06

006

20220901 1005 1462 9824

P PPSA

5

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

GENERAL

INSURANCE PROCEEDS), AND ALL PROCEEDS OF THE EQUIPMENT AND A RIGHT

12

VEHICLE

COLLATERAL

TO ANY COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE

13

DESCRIPTION

PROCEEDS OF THE EQUIPMENT.

PPSA CANADA INC. - (8630)

14

REGISTERING

AGENT

ADDRESS

303-110 SHEPPARD AVE. E.

TORONTO

ON

M2N6Y8

15

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

CONTINUED...

17

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 17  
( 2100)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER										
	785275533										
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD				
01		01	006		20220727 1002 1462 5465	P PPSA	4				
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME		2538983 ONTARIO INC.		ONTARIO CORPORATION NO.					
04		ADDRESS	6720 HWY 35		COBOCONK		ON	K0M1K0			
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
05	DEBTOR	07FEB1978		SUNIL		ZUBAIR					
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.					
07		ADDRESS	1573 AVONMORE SQ		PICKERING		ON	L1V7H5			
08	SECURED PARTY / LIEN CLAIMANT	VENDORLENDER FUNDING CORP.									
09		ADDRESS	90C CENTURIAN DRIVE, SUITE 213		MARKHAM		ON	L3R8C5			
	COLLATERAL CLASSIFICATION										
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE		
10		X	X	X							
	YEAR MAKE	MODEL		V.I.N.							
11	MOTOR										
12	VEHICLE										
13	GENERAL	PURSUANT TO LEASE AGREEMENT 304339, ALL PRESENT AND FUTURE EQUIPMENT									
14	COLLATERAL	ENCOMPASSED BY LEASE AGREEMENT 304339, INCLUDING BUT NOT LIMITED TO									
15	DESCRIPTION										
16	REGISTERING AGENT	PPSA CANADA INC. - (8630)									
17		ADDRESS	303-110 SHEPPARD AVE. E.		TORONTO		ON	M2N6Y8			
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN  
FILE NUMBER  
00 785275533  
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
01 02 006 20220727 1002 1462 5465 P PPSA 4  
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

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

07 ADDRESS  
08 SECURED PARTY /  
LIEN CLAIMANT  
09 ADDRESS  
COLLATERAL CLASSIFICATION  
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED  
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE  
10 YEAR MAKE MODEL V.I.N.

11 MOTOR  
12 VEHICLE  
13 GENERAL 1 - MCF8728GR ATOSA BOTTOM MOUNT TRIPLE DOOR FREEZER, BLACK EXTERIOR  
14 COLLATERAL  
15 DESCRIPTION TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS,  
16 REGISTERING PPSA CANADA INC. - (8630)  
AGENT  
17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8  
\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

785275533

01

CAUTION FILING

PAGE NO. OF

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MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

03

006

20220727 1002 1462 5465

P PPSA

4

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING AGENT

12

SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, WHERESOEVER LOCATED AND WHENEVER ACQUIRED, INCLUDING ALL TOOLS, PARTS AND ACCESSORIES USED IN CONNECTION THEREWITH (COLLECTIVELY, THE PPSA CANADA INC. - (8630)

13

ADDRESS

303-110 SHEPPARD AVE. E.

TORONTO

ON

M2N6Y8

14

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

15

CONTINUED...

20



TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

785275533

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

04

006

20220727 1002 1462 5465

P PPSA

4

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING AGENT

12

'EQUIPMENT'), AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY

FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE

EQUIPMENT INCLUDING WITHOUT LIMITATION TRADE-INS, ACCOUNTS, RENTAL

PPSA CANADA INC. - (8630)

13

ADDRESS

303-110 SHEPPARD AVE. E.

TORONTO

ON

M2N6Y8

14

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

CONTINUED...

21

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

785275533

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

05

006

20220727 1002 1462 5465

P PPSA

4

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

10

COLLATERAL CLASSIFICATION

CONSUMER GOODS

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

11

YEAR MAKE

MODEL

V.I.N.

12

MOTOR VEHICLE

GENERAL

PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND

13

COLLATERAL

DESCRIPTION

ALL PROCEEDS OF PROCEEDS (INCLUDING PROCEEDS OF DISPOSITIONS AND

14

INSURANCE PROCEEDS), AND ALL PROCEEDS OF THE EQUIPMENT AND A RIGHT

REGISTERING

PPSA CANADA INC. - (8630)

15

AGENT

ADDRESS

303-110 SHEPPARD AVE. E.

TORONTO

ON

M2N6Y8

16

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

CONTINUED...

22

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2538983 ONTARIO INC.

FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 785275533

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 06 006 20220727 1002 1462 5465 P PPSA 4

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL TO ANY COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE

14 COLLATERAL PROCEEDS OF THE EQUIPMENT.

15 DESCRIPTION

16 REGISTERING PPSA CANADA INC. - (8630)

AGENT

17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

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

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN												
FILE NUMBER												
00	784246482											
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD		
01		001	2			20220623 0832 1532 9431		P PPSA		08		
		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR											
03	NAME		BUSINESS NAME		2538983 ONTARIO INC							
								ONTARIO CORPORATION NO.				
04			ADDRESS		6720 35 HIGHWAY		COBOCONK		ON		K0M 1K0	
		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME					
05	DEBTOR		07FEB1978		SUNIL		ZUBAIR					
06	NAME		BUSINESS NAME									
								ONTARIO CORPORATION NO.				
07			ADDRESS		1573 AVONMORE SQUARE		PICKERING		ON		L1V 7H5	
08	SECURED PARTY / LIEN CLAIMANT				BMW CANADA INC.							
09			ADDRESS		50 ULTIMATE DRIVE		RICHMOND HILL		ON		L4S 0C8	
COLLATERAL CLASSIFICATION												
CONSUMER												
		GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE	
10			X		X	X	X	105278.58			X	
		YEAR MAKE		MODEL		V.I.N.						
11	MOTOR		2019 BMW		X7 XDRIVE40I		5UXCW2C51KL084599					
12	VEHICLE											
13	GENERAL											
14	COLLATERAL											
15	DESCRIPTION											
16	REGISTERING AGENT		D + H LIMITED PARTNERSHIP									
17			ADDRESS		2 ROBERT SPECK PARKWAY, 15TH FLOOR		MISSISSAUGA		ON		L4Z 1H8	
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***												

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	784246482									
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED	REGISTRATION	
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER		UNDER	PERIOD	
01		002	2			20220623 0832 1532 9431				
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR	07FEB1978		SUNIL		S	ZUBAIR			
03	NAME	BUSINESS NAME								
	ADDRESS			1573 AVONMORE SQUARE			PICKERING		ONTARIO CORPORATION NO.	
04	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME		ON L1V 7H5	
05	DEBTOR									
06	NAME	BUSINESS NAME								
	ADDRESS			ONTARIO CORPORATION NO.						
07										
08	SECURED PARTY /									
	LIEN CLAIMANT									
09	ADDRESS									
	COLLATERAL CLASSIFICATION									
	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE	
10	YEAR MAKE			MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 25  
( 2108)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER										
	783350883										
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD				
01		001	2		20220526 1639 1590 4214	P PPSA	5				
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME		2538983 ONTARIO INC.		ONTARIO CORPORATION NO. 2538983					
04		ADDRESS	6720 HIGHWAY 35		COBOCONK		ON	K0M 1K0			
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
05	DEBTOR	SHAMAIL		ZUBAIR							
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.					
07		ADDRESS	6720 HIGHWAY 35		COBCONK		ON	K0M 1K0			
08	SECURED PARTY / LIEN CLAIMANT	2769141 ONTARIO INC.									
09		ADDRESS	515 CONSUMERS ROAD		TORONTO		ON	M2J 4Z2			
	COLLATERAL CLASSIFICATION										
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE		
10				X		500000			X		
	YEAR MAKE	MODEL		V.I.N.							
11	MOTOR										
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING AGENT	SHAPIRO LAWYERS PROFESSIONAL CORPORATION									
17		ADDRESS	3100 STEELES AVENUE WEST, SUITE 601		CONCORD		ON	L4K 3R1			

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

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TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	783350883									
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED	REGISTRATION	
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER		UNDER	PERIOD	
01		002	2			20220526 1639 1590 4214				
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR				NOOR		ZUBAIR			
03	NAME	BUSINESS NAME								
	ADDRESS			6720 HIGHWAY 35				COBOCONK	ONTARIO CORPORATION NO.	
04	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME		ON	K0M 1K0
05	DEBTOR				SUNIL		ZUBAIR			
06	NAME	BUSINESS NAME								
	ADDRESS			6720 HIGHWAY 35				COBOCONK	ONTARIO CORPORATION NO.	
07									ON	K0M 1K0
08	SECURED PARTY /									
	LIEN CLAIMANT									
09	ADDRESS									
	COLLATERAL CLASSIFICATION									
	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED		MATURITY	OR	MATURITY DATE
10	YEAR MAKE			MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 27  
( 2110)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER										
	783083655										
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD				
01		01	006		20220517 1701 1462 5457	P PPSA	3				
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME		2538983 ONTARIO INC.		ONTARIO CORPORATION NO.					
04		ADDRESS	6720 HWY 35		COBOCONK		ON	K0M1K0			
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
05	DEBTOR	07FEB1978		SUNIL		ZUBAIR					
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.					
07		ADDRESS	1527 AVONMORE SQUARE		PICKERING		ON	L1V7H2			
08	SECURED PARTY / LIEN CLAIMANT	VENDORLENDER FUNDING CORP.									
09		ADDRESS	90C CENTURIAN DRIVE, SUITE 213		MARKHAM		ON	L3R8C5			
	COLLATERAL CLASSIFICATION										
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE		
10		X	X	X							
	YEAR MAKE	MODEL		V.I.N.							
11	MOTOR										
12	VEHICLE										
13	GENERAL	PURSUANT TO LEASE AGREEMENT 303696, ALL PRESENT AND FUTURE EQUIPMENT									
14	COLLATERAL	ENCOMPASSED BY LEASE AGREEMENT 303696, INCLUDING BUT NOT LIMITED TO									
15	DESCRIPTION										
16	REGISTERING AGENT	PPSA CANADA INC. - (8630)									
17		ADDRESS	303-110 SHEPPARD AVE. E.		TORONTO		ON	M2N6Y8			
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									



TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

783083655

01

CAUTION FILING

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TOTAL PAGES

MOTOR VEHICLE SCHEDULE

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REGISTRATION PERIOD

02

006

20220517 1701 1462 5457

P PPSA

3

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT

ADDRESS

08

COLLATERAL CLASSIFICATION

CONSUMER GOODS

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

09

YEAR MAKE

MODEL

V.I.N.

10

MOTOR VEHICLE

GENERAL

1 - EFI C1-27.5GD REFRIGERATED MERCHANDISER

11

COLLATERAL

DESCRIPTION

TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS,

12

REGISTERING AGENT

PPSA CANADA INC. - (8630)

13

ADDRESS

303-110 SHEPPARD AVE. E.

TORONTO

ON

M2N6Y8

14

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

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

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01

CAUTION FILING

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MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

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REGISTRATION PERIOD

03

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3

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

10

COLLATERAL CLASSIFICATION

CONSUMER GOODS

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

11

YEAR MAKE

MODEL

V.I.N.

12

MOTOR VEHICLE

GENERAL

COLLATERAL DESCRIPTION

REGISTERING AGENT

SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, WHERESOEVER LOCATED AND WHENEVER ACQUIRED, INCLUDING ALL TOOLS, PARTS AND ACCESSORIES USED IN CONNECTION THEREWITH (COLLECTIVELY, THE PPSA CANADA INC. - (8630)

13

ADDRESS

303-110 SHEPPARD AVE. E.

TORONTO

ON

M2N6Y8

14

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

15

CONTINUED...

30

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2538983 ONTARIO INC.

FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

783083655

01

CAUTION FILING

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TOTAL PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

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REGISTRATION PERIOD

04

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P PPSA

3

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING AGENT

12

'EQUIPMENT'), AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY

FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE

EQUIPMENT INCLUDING WITHOUT LIMITATION TRADE-INS, ACCOUNTS, RENTAL

PPSA CANADA INC. - (8630)

13

ADDRESS

303-110 SHEPPARD AVE. E.

TORONTO

ON

M2N6Y8

14

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

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31

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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FILE NUMBER

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01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

05

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3

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR VEHICLE

GENERAL

PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND

12

COLLATERAL

DESCRIPTION

ALL PROCEEDS OF PROCEEDS (INCLUDING PROCEEDS OF DISPOSITIONS AND

13

REGISTERING AGENT

INSURANCE PROCEEDS), AND ALL PROCEEDS OF THE EQUIPMENT AND A RIGHT

PPSA CANADA INC. - (8630)

14

ADDRESS

303-110 SHEPPARD AVE. E.

TORONTO

ON

M2N6Y8

15

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

CONTINUED...

32

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

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CAUTION FILING

PAGE NO. OF

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MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

06

006

20220517 1701 1462 5457

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3

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

TO ANY COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE EQUIPMENT.

12

VEHICLE

TO ANY COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE EQUIPMENT.

13

GENERAL

TO ANY COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE EQUIPMENT.

14

COLLATERAL

TO ANY COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE EQUIPMENT.

15

DESCRIPTION

TO ANY COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE EQUIPMENT.

16

REGISTERING AGENT

PPSA CANADA INC. - (8630)

17

ADDRESS

303-110 SHEPPARD AVE. E.

TORONTO

ON

M2N6Y8

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

CONTINUED...

33

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER										
	782669889										
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD				
01		001	1		20220504 1722 1590 0931	P PPSA	5				
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME		2538983 ONTARIO INC.		ONTARIO CORPORATION NO. 2538983					
04		ADDRESS	535 BROADGREEN STREET		PICKERING	ON L1W 3E8					
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
05	DEBTOR										
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.					
07		ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT	276914 ONTARIO INC.									
09		ADDRESS	515 CONSUMERS ROAD, SUITE 701		SCARBOROUGH	ON		M2J 4Z2			
	COLLATERAL CLASSIFICATION										
	CONSUMER GOODS	INVENTORY EQUIPMENT		ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE		
10				X		500000			X		
	YEAR MAKE	MODEL		V.I.N.							
11	MOTOR										
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING AGENT	SHAPIRO LAWYERS PROFESSIONAL CORPORATION									
17		ADDRESS	3100 STEELES AVENUE WEST, SUITE 601		CONCORD	ON		L4K 3R1			
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 34  
( 2117)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
780593031

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	24		20220223 1552 1590 9410	P PPSA	5

02 DEBTOR  
03 NAME BUSINESS NAME 2538983 ONTARIO INC.

04 ADDRESS 535 BROADGREEN STREET PICKERING ON L1W 3E8  
DATE OF BIRTH 31JUL1954 FIRST GIVEN NAME TAHIRA INITIAL SURNAME ZUBAIR

05 DEBTOR  
06 NAME BUSINESS NAME

07 ADDRESS 535 BROADGREEN STREET PICKERING ON L1W 3E8  
08 SECURED PARTY / LIEN CLAIMANT MARILYN GOLDSTEIN

09 ADDRESS 1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2  
COLLATERAL CLASSIFICATION

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

11 MOTOR  
12 VEHICLE  
13 GENERAL PURSUANT TO GENERAL ASSIGNMENT OF RENTS ON PROPERTY SITUATED AT 6720  
14 COLLATERAL HIGHWAY 35, COBOCONK, ONTARIO AND PURSUANT TO PERSONAL GUARANTEES.  
15 DESCRIPTION  
16 REGISTERING JACK FRYMER PROFESSIONAL CORPORATION  
AGENT

17 ADDRESS 1300-5255 YONGE STREET TORONTO ON M2N 6P4  
\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 35

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 35  
( 2118)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
	FILE NUMBER										
00	780593031										
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER		UNDER	PERIOD		
01		002	24			20220223 1552 1590 9410					
		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR	24AUG1946		ZUBAIR			MALIK				
03	NAME	BUSINESS NAME									
		ADDRESS		535 BROADGREEN STREET				PICKERING	ONTARIO CORPORATION NO.		
04									ON	L1W 3E8	
		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR	17SEP1982		NOOR			ZUBAIR				
06	NAME	BUSINESS NAME									
		ADDRESS		535 BROADGREEN STREET				PICKERING	ONTARIO CORPORATION NO.		
07									ON	L1W 3E8	
08	SECURED PARTY /			CALICOM SOLUTIONS INC.							
	LIEN CLAIMANT										
09		ADDRESS		1670 BAYVIEW AVENUE, SUITE 400				TORONTO	ON M4G 3C2		
	COLLATERAL CLASSIFICATION										
	CONSUMER			MOTOR VEHICLE		AMOUNT	DATE OF		NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY		OR	MATURITY DATE	
10		YEAR MAKE		MODEL		V.I.N.					
11	MOTOR										
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING										
	AGENT										
17		ADDRESS									

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



RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 36  
( 2119)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	780593031									
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD	
01		003	24			20220223 1552 1590 9410				
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR	08MAR1974		SHAMAIL			ZUBAIR			
03	NAME	BUSINESS NAME								
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
04		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON	L1W 3E8
05	DEBTOR	07FEB1978		SUNIL			ZUBAIR			
06	NAME	BUSINESS NAME								
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
07		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON	L1W 3E8
08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
09		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON	L1W 3E8
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
09		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON	L1W 3E8
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
09		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON	L1W 3E8
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
09		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON	L1W 3E8
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
09		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON	L1W 3E8
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
09		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON	L1W 3E8
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
09		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON	L1W 3E8
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
09		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON	L1W 3E8
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
09		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON	L1W 3E8
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
09		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON	L1W 3E8
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
09		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON	L1W 3E8
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
09		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON	L1W 3E8
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
09		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON	L1W 3E8
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
09		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON	L1W 3E8
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
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08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
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08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
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	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
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	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
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08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
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08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
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08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
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08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
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08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
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08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
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	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUNIL			ZUBAIR			
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
09		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		ON	L1W 3E8
	ADDRESS			535 BROADGREEN STREET			PICKERING	ONTARIO CORPORATION NO.		
08	SECURED PARTY / LIEN CLAIMANT	07FEB1978		SUN						

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

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 37  
( 2120)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
00 780593031

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	24		20220223 1552 1590 9410		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR  
03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR  
06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / MARK J. SHINER PROFESSIONAL CORPORATION  
LIEN CLAIMANT

09 ADDRESS 1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

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

17 ADDRESS

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2538983 ONTARIO INC.

FILE CURRENCY : 08MAY 2024

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	780593031									
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED	REGISTRATION	
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER		UNDER	PERIOD	
01		005	24			20220223 1552 1590 9410				
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR									
03	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
04	ADDRESS									
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR									
06	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
07	ADDRESS									
08	SECURED PARTY /			1407659 ONTARIO INC.						
	LIEN CLAIMANT									
09	ADDRESS			1670 BAYVIEW AVENUE, SUITE 400				TORONTO		ON M4G 3C2
	COLLATERAL CLASSIFICATION									
	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE	
10	YEAR MAKE			MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	780593031									
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED	REGISTRATION	
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER		UNDER	PERIOD	
01		006	24			20220223 1552 1590 9410				
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR									
03	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
04	ADDRESS									
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR									
06	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
07	ADDRESS									
08	SECURED PARTY /			1961362 ONTARIO INC.						
	LIEN CLAIMANT									
09	ADDRESS			1670 BAYVIEW AVENUE, SUITE 400				TORONTO		ON M4G 3C2
	COLLATERAL CLASSIFICATION									
	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY	OR	MATURITY DATE	
10	YEAR MAKE			MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2538983 ONTARIO INC.

FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

780593031

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

0072420220223 1552 1590 9410

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT

STEWART MILLER

08

ADDRESS

1670 BAYVIEW AVENUE, SUITE 400

TORONTO

ON

M4G 3C2

09

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

11

YEAR MAKE

MODEL

V.I.N.

12

MOTOR VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

17

ADDRESS

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 41  
( 2124)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
00 780593031

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	008	24		20220223 1552 1590 9410		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR  
03 NAME BUSINESS NAME

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR  
06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT SOLEST INVESTMENTS LIMITED

09 ADDRESS 1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

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

17 ADDRESS

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

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 42  
( 2125)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
	FILE NUMBER										
00	780593031										
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER		UNDER	PERIOD		
01		009	24			20220223 1552 1590 9410					
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR										
03	NAME BUSINESS NAME										
04	ADDRESS										
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR										
06	NAME BUSINESS NAME										
07	ADDRESS										
08	SECURED PARTY /			PAUL KETTNER							
	LIEN CLAIMANT										
09	ADDRESS			1670 BAYVIEW AVENUE, SUITE 400				TORONTO		ON	M4G 3C2
	COLLATERAL CLASSIFICATION										
	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED			
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY	OR	MATURITY DATE		
10											
	YEAR MAKE			MODEL		V.I.N.					
11	MOTOR										
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING										
	AGENT										
17	ADDRESS										

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

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	780593031									
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED	REGISTRATION	
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER		UNDER	PERIOD	
01		010	24			20220223 1552 1590 9410				
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR									
03	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
04	ADDRESS									
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR									
06	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
07	ADDRESS									
08	SECURED PARTY /			SOUDAN MANAGEMENT SERVICE LTD.						
	LIEN CLAIMANT									
09	ADDRESS			1670 BAYVIEW AVENUE, SUITE 400				TORONTO		ON M4G 3C2
	COLLATERAL CLASSIFICATION									
	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE	
10	YEAR MAKE			MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									



RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 44  
( 2127)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	780593031									
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED	REGISTRATION	
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER		UNDER	PERIOD	
01		011	24			20220223 1552 1590 9410				
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR									
03	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
04	ADDRESS									
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR									
06	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
07	ADDRESS									
08	SECURED PARTY /			PAUL HERBERT						
	LIEN CLAIMANT									
09	ADDRESS			1670 BAYVIEW AVENUE, SUITE 400				TORONTO		ON M4G 3C2
	COLLATERAL CLASSIFICATION									
	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE	
10	YEAR MAKE			MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									

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

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	780593031									
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED	REGISTRATION	
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER		UNDER	PERIOD	
01		012	24			20220223 1552 1590 9410				
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR									
03	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
04	ADDRESS									
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR									
06	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
07	ADDRESS									
08	SECURED PARTY /			RORDEN HOLDINGS LIMITED						
	LIEN CLAIMANT									
09	ADDRESS			1670 BAYVIEW AVENUE, SUITE 400				TORONTO		ON M4G 3C2
	COLLATERAL CLASSIFICATION									
	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY	OR	MATURITY DATE	
10	YEAR MAKE			MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 46  
( 2129)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
780593031

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	013	24		20220223 1552 1590 9410		

02 DEBTOR  
03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR  
06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS 1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10								
11								
12								
13								
14								
15								
16								
17								

YEAR MAKE MODEL V.I.N.

ADDRESS

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

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 47  
( 2130)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	780593031									
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED	REGISTRATION	
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER		UNDER	PERIOD	
01		014	24			20220223 1552 1590 9410				
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR									
03	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
04	ADDRESS									
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR									
06	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
07	ADDRESS									
08	SECURED PARTY /			KEN KEY						
	LIEN CLAIMANT									
09	ADDRESS			1670 BAYVIEW AVENUE, SUITE 400				TORONTO		ON M4G 3C2
	COLLATERAL CLASSIFICATION									
	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE	
10	YEAR MAKE			MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	780593031									
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED	REGISTRATION	
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER		UNDER	PERIOD	
01		015	24			20220223 1552 1590 9410				
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR									
03	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
04	ADDRESS									
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR									
06	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
07	ADDRESS									
08	SECURED PARTY /			THE MCRAE FAMILY TRUST						
	LIEN CLAIMANT									
09	ADDRESS			1670 BAYVIEW AVENUE, SUITE 400				TORONTO		ON M4G 3C2
	COLLATERAL CLASSIFICATION									
	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY	OR	MATURITY DATE	
10										
	YEAR MAKE			MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 49  
( 2132)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	780593031									
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED	REGISTRATION	
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER		UNDER	PERIOD	
01		016	24			20220223 1552 1590 9410				
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR									
03	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
04	ADDRESS									
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR									
06	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
07	ADDRESS									
08	SECURED PARTY /			2292818 ONTARIO INC.						
	LIEN CLAIMANT									
09	ADDRESS			1670 BAYVIEW AVENUE, SUITE 400				TORONTO		ON M4G 3C2
	COLLATERAL CLASSIFICATION									
	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE	
10	YEAR MAKE			MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									

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

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	780593031									
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED	REGISTRATION	
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER		UNDER	PERIOD	
01		017	24			20220223 1552 1590 9410				
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR									
03	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
04	ADDRESS									
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR									
06	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
07	ADDRESS									
08	SECURED PARTY /			HARTLEY GARSHOWITZ						
	LIEN CLAIMANT									
09	ADDRESS			1670 BAYVIEW AVENUE, SUITE 400				TORONTO		ON M4G 3C2
	COLLATERAL CLASSIFICATION									
	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE	
10	YEAR MAKE			MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2538983 ONTARIO INC.

FILE CURRENCY : 08MAY 2024

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	780593031									
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED	REGISTRATION	
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER		UNDER	PERIOD	
01		018	24			20220223 1552 1590 9410				
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR									
03	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
04	ADDRESS									
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR									
06	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
07	ADDRESS									
08	SECURED PARTY /			MALTRIX GROUP INC.						
	LIEN CLAIMANT									
09	ADDRESS			1670 BAYVIEW AVENUE, SUITE 400				TORONTO		ON M4G 3C2
	COLLATERAL CLASSIFICATION									
	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE	
10	YEAR MAKE			MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									



RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 52  
( 2135)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER										
	780593031										
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD				
01		019	24		20220223 1552 1590 9410						
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.							
04		ADDRESS									
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
05	DEBTOR										
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.							
07		ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT	FRANCES MEYERS									
09		ADDRESS	1670 BAYVIEW AVENUE, SUITE 400			TORONTO		ON	M4G 3C2		
	COLLATERAL CLASSIFICATION										
	CONSUMER GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER			MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE		
10		YEAR MAKE			MODEL	V.I.N.					
11	MOTOR										
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING										
	AGENT										
17		ADDRESS									

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

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

780593031

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

24

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

20220223 1552 1590 9410

REGISTERED UNDER

REGISTRATION PERIOD

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT

SHeldon MEYERS

08

ADDRESS

1670 BAYVIEW AVENUE, SUITE 400

TORONTO

ON

M4G 3C2

09

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS

INVENTORY

EQUIPMENT

ACCOUNTS OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

11

YEAR MAKE

MODEL

V.I.N.

12

MOTOR VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

17

ADDRESS

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 54  
( 2137)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	780593031									
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED	REGISTRATION	
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER		UNDER	PERIOD	
01		021	24			20220223 1552 1590 9410				
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR									
03	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
04	ADDRESS									
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR									
06	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
07	ADDRESS									
08	SECURED PARTY /			ELLIOTT STEINBERG						
	LIEN CLAIMANT									
09	ADDRESS			1670 BAYVIEW AVENUE, SUITE 400				TORONTO		ON M4G 3C2
	COLLATERAL CLASSIFICATION									
	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY	OR	MATURITY DATE	
10	YEAR MAKE			MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									

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

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
	FILE NUMBER										
00	780593031										
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED	REGISTRATION		
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER		UNDER	PERIOD		
01		022	24			20220223 1552 1590 9410					
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR										
03	NAME BUSINESS NAME										
	ONTARIO CORPORATION NO.										
04	ADDRESS										
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR										
06	NAME BUSINESS NAME										
	ONTARIO CORPORATION NO.										
07	ADDRESS										
08	SECURED PARTY /			HAGOP CECIL							
	LIEN CLAIMANT										
09	ADDRESS			1670 BAYVIEW AVENUE, SUITE 400				TORONTO		ON	M4G 3C2
	COLLATERAL CLASSIFICATION										
	CONSUMER				MOTOR VEHICLE		AMOUNT	DATE OF		NO FIXED	
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED		MATURITY	OR	MATURITY DATE	
10	YEAR MAKE			MODEL		V.I.N.					
11	MOTOR										
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING										
	AGENT										
17	ADDRESS										

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 56  
( 2139)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
00 780593031

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	023	24		20220223 1552 1590 9410		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT HUGH SCHURE

09 ADDRESS 1670 BAYVIEW AVENUE, SUITE 400 TORONTO ON M4G 3C2

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	780593031									
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED	REGISTRATION	
	FILING	NO. OF	PAGES	SCHEDULE		NUMBER		UNDER	PERIOD	
01		024	24			20220223 1552 1590 9410				
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR									
03	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
04	ADDRESS									
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR									
06	NAME BUSINESS NAME									
	ONTARIO CORPORATION NO.									
07	ADDRESS									
08	SECURED PARTY /			ROBERT CONWAY						
	LIEN CLAIMANT									
09	ADDRESS			1670 BAYVIEW AVENUE, SUITE 400				TORONTO		ON M4G 3C2
	COLLATERAL CLASSIFICATION									
	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY	OR	MATURITY DATE	
10	YEAR MAKE			MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									

RUN NUMBER : 130  
RUN DATE : 2024/05/09  
ID : 20240509090625.77

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

REPORT : PSSR060  
PAGE : 58  
( 2141)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2538983 ONTARIO INC.  
FILE CURRENCY : 08MAY 2024

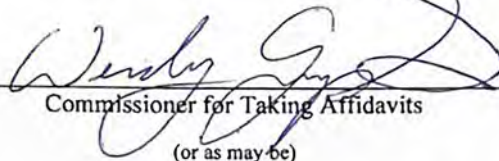
INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
793555659	20230523 1603 1901 0223			
791125227	20230301 1110 1532 0593			
789741477	20230104 1701 1462 8572			
786346497	20220901 1005 1462 9824			
785275533	20220727 1002 1462 5465			
784246482	20220623 0832 1532 9431			
783350883	20220526 1639 1590 4214			
783083655	20220517 1701 1462 5457			
782669889	20220504 1722 1590 0931			
780593031	20220223 1552 1590 9410			

10 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

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This is Exhibit "MM" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**



**NOTICE OF INTENTION TO ENFORCE SECURITY**  
**(Bankruptcy and Insolvency Act, Subsection 244(1))**

By Registered Post

TO:           **2538983 ONTARIO INC.**  
              535 Broadgreen Street  
              Pickering, ON  
              L1W 3E8  
              *an insolvent company/person*

**TAKE NOTICE** that:

1. Marilyn Goldstein, Calicom Solutions Inc., Lardan Investments Inc., Mark J. Shiner Professional Corporation, 1407659 Ontario Inc., 1961362 Ontario Inc., Stewart Miller, Solest Investments Limited, Paul Kettner, Soudan Management Service Ltd., Paul Herbert, Rorden Holdings Limited, Miles Kettner, Ken Key, The Mcrae Family Trust, 2292818 Ontario Inc., Hartley Garshowitz, Maltrix Group Inc., Frances Meyers, Sheldon Meyers, Elliott Steinberg, Hagop Celil, Hugh Schure, and Robert Conway (“Calicom et al.”) secured creditors, intend to enforce their security on the property of the insolvent company/person described below:

- (a) all of the undertakings, property and assets, including, without limiting the generality of the foregoing, all of the intangibles, proceeds, books and records, equipment, inventory and real estate.
- (b) PT LT 18 GULL RIVER RANGE BEXLEY AS IN R261635; S/T R309453; TOGETHER WITH AN EASEMENT OVER PART LOT 18 GULL RIVER RANGE BEXLEY, PART 1, PLAN 57R10516 AS IN KL123027; CITY OF KAWARTHA LAKES  
PIN No. 63117 - 0375 (LT)  
6720 HIGHWAY 35, COBOCONK

The security that is to be enforced is in the form of:

- (a) a Charge/Mortgage securing the principal sum of \$5,950,000.00, which Charge was registered on the 23<sup>rd</sup> day of February 2022, in the Land Registry Office for the Land Titles Division of Victoria (No. 57) as Instrument No. KL189078;
  - (b) General Assignment of Rents dated February 8, 2022, and registered on February 23, 2022, in the Land Registry Office for the Land Titles Division of Victoria (No. 57) as Instrument No. KL189079; and
  - (c) General Security Agreement dated February 8, 2022, and registered on February 23, 2022, pursuant to *The Personal Property Security Act (Ontario)*, under Financing Statement No. 20220223 1552 1590 9410.
2. The total amount of indebtedness secured by the security is **\$6,295,054.04** as of January 18, 2024, together with additional costs of the secured creditor, and with additional interest at \$1,759.80 per diem.

3. The secured party will not have the right to enforce the security until after the expiry of the ten (10) days period following the sending of this notice, unless the insolvent company/person consents to an earlier enforcement.

DATED at Toronto this 18<sup>th</sup> day of January 2024.

Calicom et al.  
by its solicitors  
Messrs. Garfinkle Biderman LLP  
Per:



---

Wendy Greenspoon-Soer  
801-1 Adelaide Street East  
Toronto, Ontario, M5C 2V9  
Tel: (416) 869-1234  
Fax: (416) 869-0547

**Note:** This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

Wendy Greenspoon-Soer  
Direct Line: 416-869-7615  
e-mail: wgreenspoon@garfinkle.com

January 18, 2024

**BY REGISTERED MAIL & EMAIL:**

**2538983 ONTARIO INC.**  
535 Broadgreen Street  
Pickering, ON  
L1W 3E8

To Whom It May Concern:

Re: **Calicom Solutions Inc. et al. Mortgage Loan to 2538983 Ontario Inc. –  
6720 Highway 35, Coboconk, Ontario  
Our File No. 13396-008**

---

We are the solicitors for C & K Mortgage Services Inc, the Mortgage Administrator for Calicom Solutions Inc., and the other Mortgagees with respect to the Mortgage Loan to 2538983 Ontario Inc. as referenced above.

Pursuant to the Letter of Commitment dated November 10, 2021, the subject loan is now in default. Accordingly, please accept this letter as demand for payment of the full amount outstanding in accordance with the attached Statement.

In addition, you will also be required to pay interest at a per diem rate of \$1,759.80 from January 18, 2024, to date of payment, together with our firm's legal fees.

This letter shall serve as demand upon you of the said loan for payment of the full amount outstanding within ten (10) days of the date of this letter. Please contact the undersigned and advise as to the date you intend to make payment, and we will provide you with a figure as of that date.

Govern yourself accordingly.

Yours truly,  
**Garfinkle Biderman LLP**  
Per:



Wendy Greenspoon-Soer

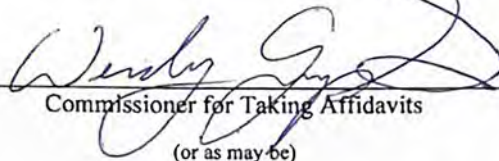
WGS/mds

Encl.

Cc: Client, Amber Sunil, Shamail Zubair, Sunil Zubair, Tahira Zubair, and Noor Sunil

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This is Exhibit "N" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**

Wendy Greenspoon-Soer  
Direct Line: 416-869-7615  
e-mail: wgreenspoon@garfinkle.com

January 18, 2024

**BY REGISTERED MAIL**

**AMBER SUNIL**

535 Broadgreen Street  
Pickering ON  
L1W 3E8

**SUNIL ZUBAIR**

535 Broadgreen Street  
Pickering ON  
L1W 3E8

**NOOR SUNIL**

1537 Avonmore Square  
Pickering, ON  
L1V 7H5

**SHAMAIL ZUBAIR**

535 Broadgreen Street  
Pickering ON  
L1W 3E8

**TAHIRA ZUBAIR**

1537 Avonmore Square  
Pickering, ON  
L1V 7H5

Dear Sirs/Madams:

Re: **Calicom Solutions Inc. et al. Mortgage Loan to 2538983 Ontario Inc. –  
6720 Highway 35, Coboconk, Ontario  
Our File No. 13396-008**

---

We are the solicitors for C & K Mortgage Services Inc, the Mortgage Administrator for Calicom Solutions Inc., and the other Mortgagees with respect to the Mortgage Loan to 2538983 Ontario Inc. as referenced above.

Take notice that the Borrower, for whom you became surety under Guarantees signed February 8, 2022, is indebted to our client in the amounts of \$6,295,054.04. Interest and all legal fees continue to accrue.

This letter shall serve as a demand upon you as Guarantors for payment of the full amount outstanding within (10) ten days of the date of this letter.

Yours truly,  
**Garfinkle Biderman LLP**



Wendy Greenspoon-Soer

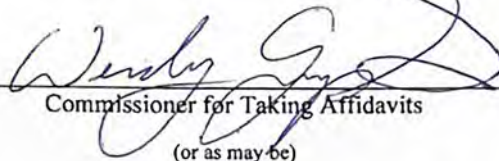
WGS/mds

Encl.

Cc: Client

G:\Client Data\13396\13396-008\notices\First Mortgage - 6720 Highway 35, Coboconk\Demand Letter to Guarantors.docx

This is Exhibit "O" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**

BY REGISTERED AND ORDINARY POST  
NOTICE OF SALE UNDER MORTGAGE

**TO:** See Schedule "A" attached

**TAKE NOTICE** that default has been made in payment of the monies due under a certain mortgage, which mortgage was registered on February 23<sup>rd</sup>, 2022, as Instrument No. KL189078 (the “Charge”) in the Victoria Land Registry Office (No. 57) made between:

2538983 Ontario Inc.  
535 Broadgreen Street  
Pickering, ON  
L1W 3E8

as Mortgagor

- and -

Marilyn Goldstein, Calicom Solutions Inc., Lardan Investments Inc., Mark J. Shiner Professional Corporation, 1407659 Ontario Inc., 1961362 Ontario Inc., Stewart Miller, Solest Investments Limited, Paul Kettner, Soudan Management Service Ltd., Paul Herbert, Rorden Holdings Limited, Miles Kettner, Ken Key, The Mcrae Family Trust, 2292818 Ontario Inc., Hartley Garshowitz, Maltrix Group Inc., Frances Meyers, Sheldon Meyers, Elliott Steinberg, Hagop Celil, Hugh Schure, and Robert Conway (“Calicom, et al.”)

as Mortgagee

upon the following property, namely:

**PIN No. 63117-0375 LT**

PT LT 18 GULL RIVER RANGE BEXLEY AS IN R261635; S/T R309453; TOGETHER WITH AN EASEMENT OVER PART LOT 18 GULL RIVER RANGE BEXLEY, PART 1, PLAN 57R10516 AS IN KL 123027; CITY OF KAWARTHA LAKE (“Lands”);

Known municipally as, 6720 Highway 35, Coboconk

**AND** I hereby give you notice that the amount due on the mortgage for principal money, interest, taxes, insurance premiums and costs, respectively, are as follows:

Principal Balance Outstanding as at January 1 <sup>st</sup> , 2024	\$5,950,000.00
Interest July 1, 2023 to January 1, 2024	\$367,660.43
Floating rate adjustments per schedule	\$1,711.65
Late interest per schedule	\$1,490.40
Less payment	(\$354,025.00)
Late interest to February 1, 2024	\$9.87
Interest to February 1, 2024	\$53,054.17
Late Interest to February 8, 2024 (7 days x \$20.49)	\$143.43
Interest to February 8, 2024 (7 days x \$1,744.25)	\$12,209.75
Three Months Interest Penalty (Past due maturity)	\$159,162.51
Statement Fee (3 x \$250.00 each)	\$750.00
HST on Statement Fee (135771616RT0001)	\$97.50
Wire Fee	\$15.00
NSF Fee (2 x \$200.00 each)	\$400.00
HST on NSF Fee (135771616RT0001)	\$52.00
Bank charges for returned cheques	\$14.00

Fees for enforcement proceedings	\$5,250.00
HST on Fees for enforcement proceedings (135771616RT0001)	\$682.50
Renewal Fee (March 1, 2023 to March 1, 2024)	\$59,500.00
Less partial paid renewal fee	(\$30,000.00)
Legal fees and disbursements to date including Notice of Sale	\$11,500.00

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<b>Amount Due</b>	<b>\$6,239,678.21</b>
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(such amount for costs being up to and including the service of this Notice only, and thereafter such further costs and disbursements will be charged as may be proper), together with interest at rate of **8.25%** per annum, compounded and payable monthly, not in advance, on the principal and interest hereinbefore mentioned from the date of this notice to the date of payment.

**AND** unless the said sums are paid on or before the **12<sup>th</sup> day of April 2024** we shall sell the property covered by the said mortgage under the provisions contained in it.

**THIS** notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

**DATED** this 6<sup>th</sup> day of March 2024.

**CALICOM, et al. by its solicitors  
Garfinkle Biderman LLP**



Per: \_\_\_\_\_  
Wendy Greenspoon-Soer  
Dynamic Funds Tower  
1 Adelaide St. E., Suite 801  
Toronto, Ontario  
M5C 2V9  
Tel: (416) 869-7608



**SCHEDULE "A"**

TO: **2538983 ONTARIO INC.**  
535 Broadgreen Street  
Pickering ON  
L1W 3E8

AND TO: **TAHIRA ZUBAIR**  
1537 Avonmore Square  
Pickering ON  
L1V 7H5

AND TO: **TAHIRA ZUBAIR**  
535 Broadgreen Street  
Pickering ON  
L1W 3E8

AND TO: **ZUBAIR MALIK**  
535 Broadgreen Street  
Pickering ON  
L1W 3E8

AND TO: **NOOR ZUBAIR**  
1527 Avonmore Square  
Pickering ON  
L1V 7H5

AND TO: **NOOR ZUBAIR**  
535 Broadgreen Street  
Pickering ON  
L1W 3E8

AND TO: **SHAMAIL ZUBAIR**  
535 Broadgreen Street  
Pickering ON  
L1W 3E8

AND TO: **SUNIL ZUBAIR**  
535 Broadgreen Street  
Pickering ON  
L1W 3E8

TO: **2538983 ONTARIO LTD.**  
6720 Highway 35  
Coboconk ON  
K0M 1K0

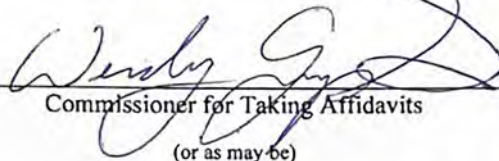
TO: **2769141 ONTARIO INC.**  
515 Consumers Road, Suite 701  
Toronto, ON  
M2J 4Z2

TO: **BANK OF MONTREAL**  
c/o Miller Thomson LLP  
255 Queens Avenue Suite 2010  
London ON N6A 5R8

Re: Caution KL212568

TO: **BANK OF MONTREAL**  
Special Accounts Management Unit  
100 King Street West, 19<sup>th</sup> Floor  
Toronto ON M5X 1A1

This is Exhibit "P" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**

BY REGISTERED AND ORDINARY POST  
**NOTICE OF SALE UNDER MORTGAGE**

**TO:** See Schedule "A" attached

**TAKE NOTICE** that default has been made in payment of the monies due under a certain mortgage, which mortgage was registered on February 23<sup>rd</sup>, 2022, as Instrument No. DR2103368 (the "Charge") in the Durham Land Registry Office (No. 40) made between:

**AMBER SUNIL**

535 Broadgreen Street  
Pickering ON L1W 3E8

**SHAMAIL ZUBAIR**

535 Broadgreen Street  
Pickering ON L1W 3E8

**SUNIL ZUBAIR**

535 Broadgreen Street  
Pickering ON L1W 3E8

**TAHIRA ZUBAIR**

1537 Avonmore Square  
Pickering ON L1V 7H5

**NOOR ZUBAIR**

1527 Avonmore Square  
Pickering ON L1V 7H5

as Mortgagors

- and -

Marilyn Goldstein, Calicom Solutions Inc., Lardan Investments Inc., Mark J. Shiner Professional Corporation, 1407659 Ontario Inc., 1961362 Ontario Inc., Stewart Miller, Solest Investments Limited, Paul Kettner, Soudan Management Service Ltd., Paul Herbert, Rorden Holdings Limited, Miles Kettner, Ken Key, The Merae Family Trust, 2292818 Ontario Inc., Hartley Garshowitz, Maltrix Group Inc., Frances Meyers, Sheldon Meyers, Elliott Steinberg, Hagop Celil, Hugh Schure, and Robert Conway ("Calicom, et al.")

as Mortgagees

upon the following properties, namely:

1. **PIN No. 26311-0602 LT**  
PCL 46-1 SEC M1017; LT 46 PL M1017 (PICKERING); PICKERING;  
  
Known municipally as, 535 Broadgreen Street, Pickering
2. **PIN No. 26334 – 0500 LT**  
PT LOT 7, PLAN 40M2089, PT 8, 40R21302; City of Pickering  
  
Known municipally as, 1520 Avonmore Square, Pickering
3. **PIN No. 26334 – 0494 LT**  
PT BLOCK 29, PLAN 40M2089, PT 5, 40R21262; PICKERING,  
REGIONAL MUNICIPALITY OF DURHAM, S/T RIGHT UNTIL THE  
EARLIER OF 5 YEARS FROM 2002 11 29 OR SUCH TIME AS THE  
REGIONAL MUNICIPALITY OF DURHAM HAS ACCEPTED AND  
ASSUMED THE WITHIN SUBDIVISION AS IN DR133417  
  
Known municipally as, 1527 Avonmore Square, Pickering

**AND** I hereby give you notice that the amount due on the mortgage for principal money, interest, taxes, insurance premiums and costs, respectively, are as follows:

Principal Balance Outstanding as at January 1 <sup>st</sup> , 2024	\$5,950,000.00
Interest July 1, 2023 to January 1, 2024	\$367,660.43
Floating rate adjustments per schedule	\$1,711.65
Late interest per schedule	\$1,490.40
Less payment	(\$354,025.00)
Late interest to February 1, 2024	\$150.13
Interest to February 1, 2024	\$53,054.17
Late Interest to March 1, 2024	\$624.54
Interest to March 1, 2024	\$53,054.17
Late Interest to April 1, 2024	\$1,103.17
Interest to April 1, 2024	\$53,054.17
Late Interest to May 1 <sup>st</sup> , 2024	\$1,564.50
Interest to May 1 <sup>st</sup> , 2024	\$53,054.17
Late Interest to May 16, 2024 (15 Days @ \$52.15)	\$782.25
Interest to May 16, 2024 (15 Days @ \$1,796.40)	\$26,946.00
Three Months Interest Penalty (Past due maturity)	\$159,162.51
Statement Fee (4 x \$250.00 each)	\$1,000.00
HST on Statement Fee (135771616RT0001)	\$130.00
Wire Fee	\$15.00
NSF Fee/ Late Fee (7 x \$200.00 each)	\$1,400.00
HST on NSF Fee (135771616RT0001)	\$156.00
Bank charges for returned cheques	\$14.00
Fees for enforcement proceedings (29 hrs @ \$300.00)	\$8,700.00
HST on Fees for enforcement proceedings (135771616RT0001)	\$1,131.00
Renewal Fee (March 1, 2023 to March 1, 2024)	\$59,500.00
Less partial paid renewal fee	(\$30,000.00)
Protective Disbursements or payables	\$77,691.61
Appraisals	\$10,000.00
Balance in Trust	(\$74,470.21)
Legal fees and disbursements to date including Notice of Sale	\$22,000.00
<b>Amount Due</b>	<b>\$6,446,654.66</b>

(such amount for costs being up to and including the service of this Notice only, and thereafter such further costs and disbursements will be charged as may be proper), together with interest at rate of **8.25%** per annum, compounded and payable monthly, not in advance, on the principal and interest hereinbefore mentioned from the date of this notice to the date of payment.

**AND** unless the said sums are paid on or before the **24<sup>th</sup> day of June 2024** we shall sell the property covered by the said mortgage under the provisions contained in it.

**THIS** notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

**DATED** this 16<sup>th</sup> day of May 2024.

**CALICOM, et al. by its solicitors  
Garfinkle Biderman LLP**

Per: 

Wendy Greenspoon-Soer  
1 Adelaide St. E., Suite 801  
Toronto, Ontario M5C 2V9  
Tel: (416) 869-7615

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**SCHEDULE "A"**

TO: **AMBER SUNIL**  
535 Broadgreen Street  
Pickering ON L1W 3E8

AND TO: **SHAMAIL ZUBAIR**  
535 Broadgreen Street  
Pickering ON L1W 3E8

AND TO: **SUNIL ZUBAIR**  
535 Broadgreen Street  
Pickering ON L1W 3E8

AND TO: **TAHIRA ZUBAIR**  
1537 Avonmore Square  
Pickering ON L1V 7H5

AND TO: **NOOR ZUBAIR**  
1527 Avonmore Square  
Pickering ON L1V 7H5

AND TO: **ZUBAIR MALIK**  
535 Broadgreen Street  
Pickering ON L1W 3E8

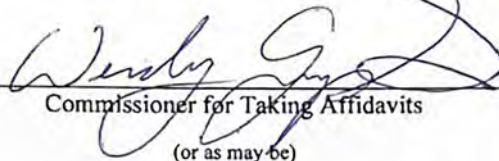
AND TO: **ZUBAIR MALIK**  
1520 Avonmore Square  
Pickering ON L1V 7H5

AND TO: **ZUBAIR MALIK**  
1527 Avonmore Square  
Pickering ON L1V 7H5

AND TO: **CANADIAN IMPERIAL BANK OF COMMERCE**  
P.O. Box 115  
Commerce Court Postal Station  
Toronto ON M5L 1E5

AND TO: **EQUITY CREDIT UNION INC.**  
299 Kingston Rd. E., Unit 1  
Ajax ON L1Z 0K5

This is Exhibit "Q" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**



Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

*(Court Seal)*

CALICOM SOLUTIONS INC., LARDAN INVESTMENTS INC., 1407659  
ONTARIO INC., 1961362 ONTARIO INC., SOLEST INVESTMENTS  
LIMITED, SOUDAN MANAGEMENT SERVICE LTD., MARK J. SHINER  
PROFESSIONAL CORPORATION, MARILYN GOLDSTEIN, STEWART  
MILLER, PAUL KETTNER, PAUL HERBERT, RORDEN HOLDINGS  
LIMITED, MILES KETTNER, KEN KEY, THE MCRAE FAMILY TRUST,  
2292818 ONTARIO INC., HARTLEY GARSHOWITZ, MALTRIX GROUP  
INC., FRANCES MEYERS, SHELDON MEYERS, ELLIOTT STEINBERG,  
HAGOP CELIL, HUGH SCHURE and ROBERT CONWAY

Plaintiffs

and

AMBER SUNIL, SUNIL ZUBAIR,  
NOOR ZUBAIR, SHAMAIL ZUBAIR and TAHIRA ZUBAIR

Defendants

**STATEMENT OF CLAIM**

**TO THE DEFENDANT(S)**

**A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU** by the Plaintiff. The Claim made against you is set out in the following pages.

**IF YOU WISH TO DEFEND THIS PROCEEDING**, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.



-2-

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your Statement of Defence.

**IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.**

**IF YOU PAY THE PLAINTIFF'S CLAIM**, and \$1,000.00 for costs, within the time for serving and filing your Statement of Defence you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$400 for costs and have the costs assessed by the Court.

**TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED** if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date April 25, 2024

Issued by \_\_\_\_\_

Local Registrar

Address of court office: Superior Court of Justice  
150 Bond Street East  
Oshawa, Ontario  
L1G 0A2

AND TO: AMBER SUNIL  
535 Broadgreen Street  
Pickering, Ontario  
L1W 3E8

AND TO: SUNIL ZUBAIR  
535 Broadgreen Street  
Pickering, Ontario  
L1W 3E8

-3-

AND TO: NOOR ZUBAIR  
1527 Avonmore Square  
Pickering, Ontario  
L1V 7H5

AND TO: SHAMAIL ZUBAIR  
535 Broadgreen Street  
Pickering, Ontario  
L1W 3E8

AND TO: TAHIRA ZUBAIR  
1537 Avonmore Square  
Pickering, Ontario  
L1V 7H5

-4-

## CLAIM

1. The Plaintiff claims:

- (a) payment of the sum of \$6,361,900.44;
- (b) pre-judgment and post-judgment interest on the aforesaid sum from April 19<sup>th</sup>, 2024, to the date of Judgment and thereafter to the date of payment at the rate of 8.25 per cent per annum, calculated annually and payable monthly or, in the alternative, pursuant to the rate set forth at Sections 128 and 129 of *The Courts of Justice Act*, R.S.O. 1990, Chapter C-43;
- (c) for possession and a Writ of Possession of the each of the mortgaged premises more particularly described below as:
  - i. PIN 26311 - 0602 LT  
PCL 46-1 SEC M1017; LT 46 PL M1017 (PICKERING); PICKERING  
known municipally as 535 Broadgreen Street, Pickering, Ontario
  - ii. PIN 26334 - 0500 LT  
PT LOT 7, PLAN 40M2089, PT 8, 40R21302;  
Known municipally as, 1520 Avonmore Square Pickering
  - iii. PIN 26334 – 0494 LT  
PT BLOCK 29, PLAN 40M2089, PT 5, 40R21262; PICKERING,  
REGIONAL MUNICIPALITY OF DURHAM, S/T RIGHT UNTIL THE  
EARLIER OF 5 YEARS FROM 2002 11 29 OR SUCH TIME AS THE  
REGIONAL MUNICIPALITY OF DURHAM HAS ACCEPTED AND  
ASSUMED THE WITHIN SUBDIVISION AS IN DR133417  
Known municipally as, 1527 Avonmore Square Pickering

-5-

- (d) for its costs of this action on a substantial indemnity basis, together with all applicable HST thereon; and
- (e) for such further and other relief as to this Honourable Court may seem just.

## THE PARTIES

- 2. The Plaintiffs, Calicom Solutions Inc., Lardan Investments Inc., 1407659 Ontario Inc., 1961362 Ontario Inc., Solest Investments Limited, Soudan Management Service Ltd., Mark J. Shiner Professional Corporation, Marilyn Goldstein, Stewart Miller, Paul Kettner, Paul Herbert, Rorden Holdings Limited, Miles Kettner Kettner, Ken Key, The Mcrae Family Trust, 2292818 Ontario Inc., Hartley Garshowitz, Maltrix Group Inc., Frances Meyers, Sheldon Meyers, Elliott Steinberg, Hagop Celil, Hugh Schure and Robert Conway, (hereinafter collectively known as the “**Mortgagee**”) are the holders of the Mortgages hereinafter referred to.
- 3. The Defendants Amber Sunil, Sunil Zubair, Noor Zubair, Shamail Zubair and Tahira Zubair are individuals who reside in the Province of Ontario. They are Officers, Directors, Shareholders, Employees, or family members of the Officers, Directors, or Shareholders of 2538983 Ontario Inc. (the “**Principal Debtor**”) and each personally guaranteed the indebtedness of the Principal Debtor to the Plaintiffs (hereinafter which Defendants are referred to as the “**Guarantors**”).

## CREDIT AGREEMENT AND SECURITY

- 4. On or about the 10<sup>th</sup> day of November 2021, the Plaintiff issued a Commitment Letter

-6-

(hereinafter the “**Loan**”) providing for a loan to the Principal Debtor in the amount of \$5,950,000.00. The Loan was for a term of 1 (one) year and carried interest at a rate of 8.25 per cent per annum, compounded and payable monthly, on the basis of interest only, payments of \$40,906.25. The Loan was renewed on March 1, 2023, for a further term of 1 (one) year, maturing March 1, 2024. At the time of the renewal, the interest rate was adjusted to a floating rate of Bank of Montreal prime rate plus 3.5% per annum.

5. The Loan was to be secured by a first Charge against the property known municipally as 6720 Highway 35, Cobacook, Ontario, (the “**Cobacook Mortgage**”) and guaranteed by each of the Defendants.
  6. As part of the terms of the Loan, the Guarantors also granted a collateral mortgage which was registered in the Land Registry Office for the Land Titles Division of Lindsay (No. 57) on February 23<sup>rd</sup>, 2022, as Instrument DR 2103368, securing the following properties:
    - a) PIN 26311 - 0602 LT  
PCL 46-1 SEC M1017; LT 46 PL M1017 (PICKERING); PICKERING  
  
known municipally as 535 Broadgreen Street, Pickering, Ontario
    - b) PIN 26334 - 0500 LT  
PT LOT 7, PLAN 40M2089, PT 8, 40R21302;  
  
Known municipally as, 1520 Avonmore Square Pickering
    - c) PIN 26334 – 0494 LT  
  
PT BLOCK 29, PLAN 40M2089, PT 5, 40R21262; PICKERING, REGIONAL MUNICIPALITY OF DURHAM, S/T RIGHT UNTIL THE EARLIER OF 5 YEARS FROM 2002 11 29 OR SUCH TIME AS THE REGIONAL MUNICIPALITY OF DURHAM HAS ACCEPTED AND ASSUMED THE WITHIN SUBDIVISION AS IN DR133417  
  
Known municipally as, 1527 Avonmore Square Pickering
- (collectively referred to as the “**Collateral Mortgage**”)

-7-

7. Under the terms of the Collateral Mortgage, the Guarantors mortgaged the Collateral Property for a term of one (1) year securing the principal sum of \$5,950,500.00 with interest thereon at the rate of 8.25 per cent per annum. The Collateral Mortgage further provided as follows:
- (a) Interest was to be calculated monthly;
  - (b) The first payment was to commence April 1<sup>st</sup>, 2022;
  - (c) The last date for payment was March 1<sup>st</sup>, 2023;
  - (d) Payment on account of interest was \$40,906.25 per month;
  - (e) The principal was due under the Collateral Mortgage on March 1, 2023; and
  - (f) The Collateral Mortgage was subject to Standard Charge Terms No. 200033.

The Collateral Mortgage was renewed on March 1, 2023, on the same terms as the Loan and the Coboconk Mortgage.

8. The Collateral Mortgage provides that the Guarantors shall pay Administrative Fees to the Mortgagee in the sum of \$200.00 for each late payment and for each cheque dishonoured for any reason.
9. The Collateral Mortgage further provides that all costs, legal fees (as between solicitor and client) and expenses which may be incurred in taking care of and keeping possession of the land and generally in any other proceedings taken in connection with or to realize upon the security given in the Collateral Mortgage (including legal fees and real estate commissions

-8-

and other costs incurred in leasing or selling the land or exercising the power of entering, lease and sale contained in the Collateral Mortgage) shall become (with interest at the rate provided for in the Collateral Mortgage) a Collateral Mortgage upon the land in favour of the Mortgagee pursuant to the terms of the Collateral Mortgage.

10. Further, pursuant to the Terms of the Commitment, the Collateral Mortgagee is entitled to charge a Default Proceedings Administration Fee of \$750.00.

11. There is now due and owing under the Mortgage as at April 19, 2024:

Principal as at January 1, 2024		\$5,950,000.00
Interest July 1, 2023 to July 1, 2024	Per schedule	\$367,660.43
Floating rate adjustments	Per Schedule	\$1,711.65
Late Interest	Per Schedule	\$1,490.40
Less payments		(\$354,025.00)
Late Interest to February 1, 2024		\$150.13
Interest to February 1, 2024		\$53,054.17
Late Interest to March 1, 2024		\$624.54
Interest to March 1, 2024		\$53,054.17
Late Interest to April 1, 2024		\$1,103.17
Interest to April 1, 2024		\$53,054.17
Late Interest to April 19, 2024	18 days @ \$52.25	\$938.79
Interest to April 19, 2024	18 days @ \$1,744.25	\$31,396.50

-9-

Three Months Interest Penalty		\$159,162.51
Statement fee	4 @ \$250.00 each	\$1,000.00
HST on Statement fee		\$130.00
Wire fee		\$15.00
NSF/Late Fee	6@ \$200.00 each	\$1,200.00
HST on NSF/Late Fee		\$156.00
Bank charges for returned cheques		\$14.00
Fees for enforcement proceedings	21.5 Hours@ \$300	\$6,450.00
HST on Fees for enforcement proceedings		\$838.50
Renewal fee March 1, 2023	to March 1, 2024	\$59,500.00
Less partial paid renewal fee		(\$30,000.00)
Protective Disbursements or payables		\$77,691.61
Balance in trust		(\$74,470.21)
<b>TOTAL</b>		<b>\$6,361,900.44</b>

12. Interest has continued to accrue on the outstanding balance at the rate of 8.25 per cent per annum, and \$1,796.40 per diem since April 19<sup>th</sup>, 2024.
13. The Coboconk Mortgage and the Collateral Mortgage matured and default has been made with respect to payment of the amounts due thereunder.
14. The Plaintiffs have made demand upon the Principal Debtor and the Guarantors, and they have failed and/or refused to pay the sums due and owing under the Loan as secured by the Coboconk Mortgage and the Collateral Mortgage.



-10-

15. Pursuant to the terms of the Collateral Mortgage, the Mortgagees are entitled to quiet possession of the Property upon default in payment by the Guarantors.
16. By reason of the foregoing the Plaintiff claims to be entitled to the relief set forth in paragraph 1 herein.

April 25, 2024

**GARFINKLE BIDERMAN LLP**

Barristers & Solicitors  
1 Adelaide Street East, Suite 801  
Toronto, Ontario  
M5C 2V9

**Wendy Greenspoon-Soer** LSO#: 34698L

[wgreenspoon@garfinkle.com](mailto:wgreenspoon@garfinkle.com)

Tel: 416-869-1234

Fax: 416-869-0547

Lawyers for the Plaintiffs

**SCHEDULE "A"**

C & K Mortgage Services Inc.

2538983 ONTARIO INC.

Payments		Principal \$ 5,950,000.00				
Due		Interest	Floating Rate Adj	Late Interest	Paid	Balance
July 1, 2023		10.20%	50,575.00			50,575.00
Prime increased to 6.95% on June 8						50,575.00
23 Days		0.25%	937.33			51,512.33
Paid					(50,575.00)	937.33
Late interest to	July 13, 2023	10.45%		3.22		940.55
	August 1, 2023	10.70%		5.24		945.79
August 1, 2023		10.45%	51,814.58			52,760.37
Prime increased to 7.20% on July 13						52,760.37
19 Days		0.25%	774.32			53,534.69
Paid					(50,575.00)	2,959.69
September 1, 2023		10.70%	53,054.17			56,013.86
Late interest to	September 6, 2023	10.70%		82.10		56,095.96
Paid					(50,575.00)	5,520.96
Late interest to	October 1, 2023	10.70%		40.46		5,561.42
October 1, 2023		10.70%	53,054.17			58,615.59
Late interest to	October 6, 2023	10.70%		85.92		58,701.51
Paid					(50,575.00)	8,126.51
Late interest to	November 1, 2023	10.70%		61.94		8,188.45
November 1, 2023		10.70%	53,054.17			61,242.62
Paid					(50,575.00)	10,667.62
Late interest to	December 1, 2023	10.70%		95.12		10,762.74
December 1, 2023		10.70%	53,054.17			63,816.91
Late interest to	January 1, 2024	10.70%		569.03		64,385.94
January 1, 2024		10.70%	53,054.17			117,440.11
Late interest to	January 30, 2024	10.70%		547.37		117,987.48
Paid					(101,150.00)	16,837.48
			367,660.43	1,711.65	1,490.40	(354,025.00)
						16,837.48

CALICOM SOLUTIONS INC., et al.  
Plaintiffs                      and                      AMBER SUNIL, et al.  
Defendants

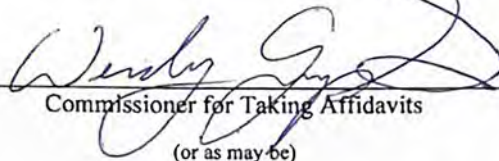
Court File No.

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
  
Proceeding commenced at OSHAWA

**STATEMENT OF CLAIM**

**GARFINKLE BIDERMAN LLP**  
Barristers & Solicitors  
1 Adelaide Street East, Suite 801  
Toronto, Ontario  
M5C 2V9  
  
**Wendy Greenspoon-Soer** LSO#: 34698L  
wgreenspoon@garfinkle.com  
Tel: 416-869-7615  
  
Lawyers for the Plaintiffs  
  
File Number: 13396-008  
RCP-F 4C (September 1, 2020)

This is Exhibit "R" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**



RESCOM Capital  
1170 Bayview Avenue, Suite 400  
Toronto, Ontario M4G 3C2

T. 416-485-2636  
F. 416-482-4843  
www.rescomcapital.com

Broker Licence 10822 C & K Mortgage Services Inc. O/A Rescom Capital

April 19, 2024

2538983 ONTARIO INC.  
535 BROADGREEN STREET  
PICKERING, ON L1W 3E8

## STATEMENT

RE: First Mortgage on 6720 Highway 35, Cobocok, ON & Second mortgages on 1527 Avonmore Sq,  
Pickering, ON, 1573 Avonmore Sq, Pickering, ON & 535 Broadgarden St, Pickering, ON

Dear 2538983 ONTARIO INC.

The amount owing on the above mortgage is calculated as follows:

Principal as at	January 1, 2024				\$ 5,950,000.00
Interest	July 1, 2023	to	January 1, 2024	Per schedule	367,660.43
Floating rate adjustments per schedule					1,711.65
Late Interest per schedule					1,490.40
Less payments					(354,025.00)
Late Interest to	February 1, 2024				150.13
Interest to	February 1, 2024				53,054.17
Late Interest to	March 1, 2024				624.54
Interest to	March 1, 2024				53,054.17
Late Interest to	April 1, 2024				1,103.17
Interest to	April 1, 2024				53,054.17
Late Interest to	April 19, 2024	18 Days @	\$ 52.15		938.70
Interest to	April 19, 2024	18 Days @	\$ 1,744.25		31,396.50
Three Months Interest Penalty					159,162.51
Statement fee		4 @	\$ 250.00 each		1,000.00
HST on Statement fee (135771616RT0001)					130.00
Wire fee					15.00
NSF/Late Fee		6 @	\$200 each		1,200.00
HST on NSF/Late Fee (135771616RT0001)					156.00
Bank charges for returned cheques					14.00
Fees for enforcement proceedings		21.5 Hours @	\$300		6,450.00
HST on Fees for enforcement proceedings (135771616RT0001)					838.50
Renewal fee	March 1, 2023	to	March 1, 2024		59,500.00
Less partial paid renewal fee					(30,000.00)
Protective Disbursements or payables					77,691.61
Balance in trust					(74,470.21)
<b>TOTAL</b>	<b>Payable to C&amp;K Mortgage Services Inc. In Trust</b>				<b>\$ 6,361,900.44</b>

Per diem \$ 1,796.40 if payment not received by 1 PM.

Yours truly,  
C & K Mortgage Services Inc. O/A Rescom Capital

Legal fees are not included.

This is not a discharge statement

Eric Kis  
Controller  
[eric@rescomcapital.com](mailto:eric@rescomcapital.com)

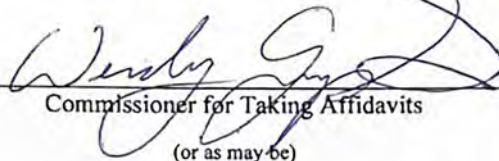
e&oe

2538983 ONTARIO INC.

Principal \$ 5,950,000.00

S:\excell data\Mortgages\COBOCONK HWY 35 STAN FILE\[Statement 2024-04-19.xlsx]Payments  
04/24/2024 13:39

This is Exhibit "S" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**

## NOTICE TO ATTORN RENTS

**TO:                   The TDL Group Corp., and any Occupant or Tenant**  
**6720 Highway 35, Coboconk, Ontario**

**TAKE NOTICE** that default has been made in payment of the monies due under a Mortgage registered on the 23<sup>rd</sup> day of February, 2022 in the Land Registry Office of Lindsay No. (57) as Instrument No. KL189078, given by the landlord, 2538983 Ontario Inc., as Mortgagor. By reason of such default, Calicom Solutions Inc., Lardan Investments Inc., 1407659 Ontario Inc., 1961362 Ontario Inc., Solest Investments Limited, Soudan Management Service Ltd., Mark J. Shiner Professional Corporation, Marilyn Goldstein, Stewart Miller, Paul Kettner, Paul Herbert, Rorden Holdings Limited, Miles Kettner, Ken Key, The Mcrae Family Trust, 2292818 Ontario Inc., Hartley Garshowitz, Maltrix Group Inc., Frances Meyers, Sheldon Meyers, Elliott Steinberg, Hagop Celil, Hugh Schure and Robert Conway (hereinafter collectively known as the “**Mortgagees**”), are entitled to receive all rental income from such property.

**YOU ARE THEREFORE DIRECTED** to make all further rental payments with respect to your occupation at 6720 Highway 35 Coboconk, Ontario, when due by cheque payable to Rescom, as Mortgage Administrator for the Mortgagees, and delivered as follows:

**c/o Garfinkle, Biderman LLP**  
**Suite 801, 1 Adelaide Street East**  
**Toronto, Ontario**  
**M5C 2V9**


**Attention: Wendy Greenspoon-Soer**

Payment to any other person or entity will not be credited against your rental obligation. In the event that payment of rentals are not made to Rescom as herein directed, you will be evicted from the property.

**TAKE FURTHER NOTICE** that Section 47(6) of *The Mortgages Act*, states that a person who is deemed to be a landlord shall serve notice to all tenants of the change in landlord and that this Notice constitutes Notice of Change of Landlord should such Notice be required.

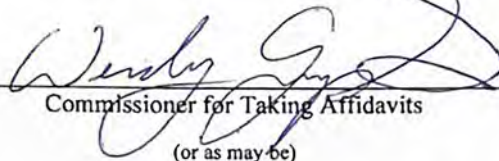
**DATED** this 19<sup>th</sup> day of April 2024

**Calicom Solutions Inc.**  
by its solicitors  
**GARFINKLE, BIDERMAN LLP**

  
\_\_\_\_\_  
Wendy H. Greenspoon-Soer



This is Exhibit "T" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

CALICOM SOLUTIONS INC., LARDAN INVESTMENTS INC., 1407659  
ONTARIO INC., 1961362 ONTARIO INC., SOLEST INVESTMENTS  
LIMITED, SOUDAN MANAGEMENT SERVICE LTD., MARK J. SHINER  
PROFESSIONAL CORPORATION, MARILYN GOLDSTEIN, STEWART  
MILLER, PAUL KETTNER, PAUL HERBERT, RORDEN HOLDINGS  
LIMITED, MILES KETTNER, KEN KEY, THE MCRAE FAMILY TRUST,  
2292818 ONTARIO INC., HARTLEY GARSHOWITZ, MALTRIX GROUP  
INC., FRANCES MEYERS, SHELDON MEYERS, ELLIOTT STEINBERG,  
HAGOP CELIL, HUGH SCHURE and ROBERT CONWAY

Applicants

and

2538983 ONTARIO INC.

Respondent

**CONSENT**

**ROSEN GOLDBERG INC.** ("RGI") hereby consents to the appointment of RGI as Receiver and Manager, without security, of all present and future property, assets and undertakings of 2538983 Ontario Inc. (the "Property"), pursuant to the provisions of subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended, and the terms of an order substantially in the form filed in the above proceeding.

DATED at Toronto this 21<sup>st</sup> day of May 2024.

**ROSEN GOLDBERG INC.**

Per:

**Brahm Rosen**

Title: President

CALICOM SOLUTIONS INC., et al.  
Applicants

and 2538983 ONTARIO INC.  
Respondent

Court File No. CV-24-00720683-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

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

Proceeding commenced at Toronto

**CONSENT**

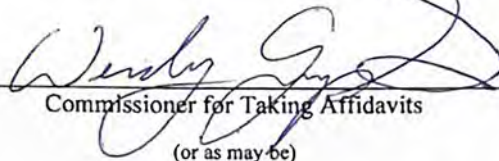
**GARFINKLE BIDERMAN LLP**  
Barristers & Solicitors  
1 Adelaide Street East, Suite 801  
Toronto, Ontario  
M5C 2V9

**Wendy Greenspoon-Soer** – LSO#: 34698L  
Tel: 416-869-1234  
Email: [wgreenspoon@garfinkle.com](mailto:wgreenspoon@garfinkle.com)

Lawyers for the Applicants

**File Number: 13396-008**

This is Exhibit "U" referred to in the Affidavit of Stan Borenstein sworn by Stan Borenstein of the City of Vaughan, in the Regional Municipality of York, before me at the City of Toronto, in the Province of Ontario, on May 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits  
(or as may be)

**WENDY GREENSPOON-SOER**

## **APPOINTMENT**

May 15, 2024

**TO: ROSEN GOLDBERG INC.**

**RE: 2538983 ONTARIO INC.**

Calicom Solutions Inc. et al., as holder of a Charge/Mortgage dated February 23, 2022 and a General Security Agreement dated February 23, 2022 given by 2538983 Ontario Inc., in respect of which a financing statement was registered under the PPSA on February 23, 2022, as Registration NO. 20220223 1552 1590 9410, hereby appoints Rosen Goldberg Inc. as Receiver and Manager and Agent (the "Receiver") of the assets, property and undertaking of 2538983 Ontario Inc. pursuant to the terms of the said General Security Agreement with such powers as are contained in the said General Security Agreement, including the power:

1. to take possession of all of the assets, property and undertaking of 2538983 Ontario Inc.;
2. to sell or otherwise dispose of the assets, property, and undertaking of 2538983 Ontario Inc. pursuant to the power of sale provisions contained therein and the laws of the Province of Ontario.

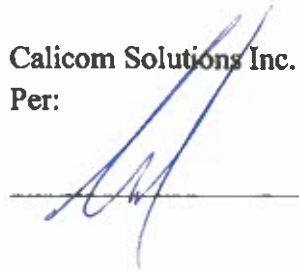
In consideration of your agreeing to act as Receiver, Calicom Solution Inc. et al.

**Agrees:**

1. to pay your reasonable remuneration and expenses;
2. to indemnify and save you harmless against all liabilities, cost, taxes, accounts, actions, claims, demands and damages of any nature whatsoever whether at law or in equity arising out of your acting as Receiver or 2538983 Ontario Inc., excepting however, any liabilities, costs, taxes, accounts, actions, claims, demands, and damages of any nature whatsoever, which result from any negligence, misconduct, misfeasance or other unlawful acts of you, your servants, employees or agents.

DATED at Toronto, this 15th day of May, 2024.

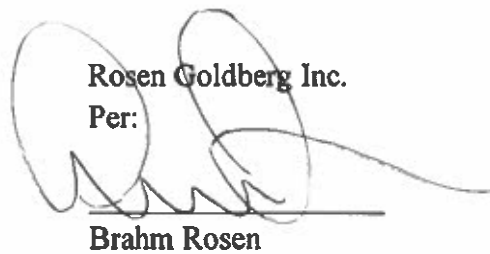
Calicom Solutions Inc. et al.  
Per:

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned over a solid horizontal line.

ROSEN GOLDBERG INC. hereby consents to act as Receiver in accordance with the terms and conditions above.

DATED at Toronto, this 15th day of May, 2024.

Rosen Goldberg Inc.  
Per:

A handwritten signature in black ink, featuring a large, stylized 'R' and a long horizontal stroke, positioned over a solid horizontal line.

Brahm Rosen

CALICOM SOLUTIONS INC., et al.  
Applicants and 2538983 ONTARIO INC.  
Respondent

Court File No. CV-24-00720683-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AFFIDAVIT OF STAN BORENSTEIN**

**GARFINKLE BIDERMAN LLP**

Barristers & Solicitors

1 Adelaide Street East, Suite 801

Toronto, Ontario

M5C 2V9

**Wendy H. Greenspoon-Soer** - LSO#34698L

[wgreenspoon@garfinkle.com](mailto:wgreenspoon@garfinkle.com)

Tel: 416-869-1234

Lawyers for the Applicants

**File Number: 13396-008**