Court File No. CV-16-11369-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

1299746 ONTARIO INC. o/a COMPUQUEST2000 and
2252709 ONTARIO INC.

Respondents

APPLICATION UNDER SUBSECTIONS 47(1) AND 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

APPLICATION RECORD

April 28, 2016

AIRD & BERLIS LLP
Barristers & Solicitors
Brookfield Place
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Toronto, Ontario M5J 2T9

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Lawyers for Canadian Imperial Bank of Commerce

TO: ALL THE PARTIES ON THE ATTACHED SERVICE LIST

SERVICE LIST

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1935 Silicone Drive
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AND TO: **2252709 ONTARIO INC.**
1935 Silicone Drive
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AND TO: **FOGLER RUBINOFF LLP**
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Proposed Interim Receiver and Receiver

AND TO: **DEPARTMENT OF JUSTICE**
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Toronto, ON M5X 1K6

Attention: Diane Winters

Tel: (416) 973-3172
Fax: (416) 973-0810
Email: diane.winters@justice.gc.ca

AND TO: **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE**
(Income Tax, PST)
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33 King Street West, 6th Floor
Oshawa, ON L1H 8E9

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Email: kevin.ohara@ontario.ca

AND TO: **ROYNAT INC.**
4710 Kingsway Street
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V5H 4M2

AND TO: **PENSKE TRUCK LEASING CANADA INC.**
RT 10 Green Hills
P.O. Box 791
Reading, PA
19603

AND TO: **PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.**
9100 Jane Street
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L4K 0A4

AND TO: **TOYOTA CREDIT CANADA INC.**
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AND TO: **CATERPILLAR FINANCIAL SERVICES LIMITED**
3457 Superior Court
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AND TO: **ROYAL BANK OF CANADA**
10 York Mills Road
Toronto, Ontario
M2P 0A2

AND TO: **BUSINESS DEVELOPMENT BANK OF CANADA**
400 Dundas Street West
Whitby, Ontario
L1N 2M7

AND TO: **KUBOTA CANADA LTD.**
5900 14TH Avenue
Markham, Ontario
L3S 4K4

Index

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I N D E X

H	225 Credit Agreement
I	2252709 Ontario Inc. General Security Agreement
J	Charge registered on title on March 27, 2015 as Instrument No.: DR1349677
K	General Assignment of Leases and Rents dated March 26, 2015 and registered on title on March 27, 2015 as instrument No.: DR1349679
L	CompuQuest Guarantee
M	Certified PPSA search for CompuQuest with currency to February 28, 2016
N	Summary of CompuQuest PPSA Registrations
O	Certified PPSA search for 225 with currency to February 28, 2016
P	Summary of 225 PPSA Registrations
Q	Letter from CIBC to CompuQuest dated February 11, 2016
R	Letter from CIBC to CompuQuest dated February 29, 2016
S	Various emails between D. MacLaine and G. Bodimeade
T	Letter from CIBC to CompuQuest dated March 9, 2016 with enclosures
U	Various emails between D. MacLaine and G. Bodimeade, dated between March 11, 2016 and March 23, 2016
V	Various emails between D. MacLaine, G. Bodimeade, G. Azeff and S. Graff
W	Companies' Consent and Agreement (GTL Engagement Letter)
X	Email from J. Krieger to G. Bodimeade dated April 12, 2016
Y	Various emails between J. Krieger and G. Bodimeade
Z	Email from J. Krieger to G. Bodimeade dated April 18, 2016
AA	Various emails between G. Bodimeade to J. Krieger
BB	Email from J. Krieger to G. Bodimeade dated April 21, 2016
CC	Current A/R Report
DD	A/R Report dated December 31, 2015
EE	Revolving Line of Credit dated December 31, 2015
FF	Revolving Line of Credit dated March 3, 2016
GG	Letter from Aird & Berlis LLP to 1299746 Ontario Inc. and to 2252709 Ontario Inc.enclosing Notice of Intention to Enforce

	Security dated March 24, 2016
HH	Letter from Aird & Berlis LLP to 2252709 Ontario Inc. attaching Notice of Intention to Enforce Security, dated April 19, 2016
II	Consent to the appointment of Grant Thornton Limited as interim receiver
JJ	Consent to the appointment of Grant Thornton Limited as a receiver

TAB 1

Court File No. CV-16-11369-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

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NOTICE OF APPLICATION

TO THE RESPONDENTS

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

THIS APPLICATION will come on for a hearing before a judge presiding over the Commercial List at 330 University Avenue, Toronto, Ontario on a date to be set at a scheduling appointment, or as soon after that time as the matter can be heard on the application of the Applicant.

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

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES

ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least two days before the hearing.

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

Date: April 28, 2016

Issued by ______________________
Local registrar

Address of court office: 330 University Avenue
Toronto, Ontario
M5G 1R7

TO: ALL THE PARTIES ON THE ATTACHED SERVICE LIST

APPLICATION

THE APPLICANT, CANADIAN IMPERIAL BANK OF COMMERCE ("CIBC"), MAKES APPLICATION FOR AN ORDER, amongst other things:

a) if necessary, abridging the time for service and filing of this notice of application and the application record or, in the alternative, dispensing with and/or validating service of same;

b) appointing Grant Thornton Limited ("**GTL**") as interim receiver and, eventually, receiver, without security, of all the assets, undertakings and properties of 1299746 Ontario Inc. o/a CompuQuest2000 ("**CompuQuest**");

c) appointing GTL as receiver, without security, of all the assets, undertakings and properties of 2252709 Ontario Inc. ("**225**" and together with CompuQuest, the "**Borrowers**") and the real property municipally known as 1935 Silicone Drive, Pickering (the "**Silicone Drive Location**"), the registered owner of which is 225; and

d) such further and other relief as is just.

THE GROUNDS FOR THE APPLICATION ARE:

a) the Borrowers are privately-owned Ontario corporations;

c) CompuQuest is indebted to CIBC pursuant to and under the terms of a letter credit agreement dated March 3, 2015 and accepted March 4, 2015 (as amended, replaced, restated or supplemented from time to time, the "**CompuQuest Credit Agreement**");

d) as security for CompuQuest's obligations to CIBC pursuant to the CompuQuest Credit Agreement, CompuQuest provided security in favour of CIBC (the "**CompuQuest Security**"), including, without limitation, a general security agreement dated November 21, 2008, granted by CompuQuest in favour of CIBC, registration in respect of which was duly made pursuant to the *Personal Property Security Act* (Ontario) (the "**PPSA**");

e) 225 guaranteed CompuQuest's obligations to CIBC pursuant to an unlimited guarantee dated March 26, 2015 (the "**225 Guarantee**");

f) 225 is also indebted to CIBC pursuant to and under the terms of a letter credit agreement dated March 3, 2015, and accepted March 4, 2014 (as amended, replaced, restated or supplemented from time to time, the "**225 Credit Agreement**" and, together with the CompuQuest Credit Agreement, the "**Credit Agreements**");

g) as security for 225's obligations to CIBC pursuant to the 225 Credit Agreement and the Guarantee, 225 provided security in favour of CIBC (the "**225 Security**"), including, without limitation:

   i) a general security agreement dated March 26, 2015, granted by 225 in favour of CIBC, registration in respect of which was duly made pursuant to the PPSA;

   ii) a collateral charge/mortgage in favour of CIBC on the Silicone Drive Location and registered on title on March 27, 2016, as Instrument No. DR1349677 in the principal amount of $3,200,000 (the "**Charge**"); and

   iii) a general assignment of leases and rents in respect of the Silicone Drive Location dated March 26, 2015 (the "**GAR**");

h) CompuQuest guaranteed 225's obligations to CIBC pursuant to an unlimited guarantee dated March 26, 2015 (the "**CompuQuest Guarantee**");

i) certain facilities under the Credit Agreements are demand facilities and are repayable on demand;

j) certain Events of Default (as defined in the Credit Agreements) have occurred;

k) as of March 24, 2016, the Borrowers were indebted to CIBC, pursuant to the CompuQuest Credit Agreement, the CompuQuest Guarantee, and the 225 Guarantee in the amount of $4,859,212.62 for principal, interest and recovery costs;

l) as of April 19, 2016, 225 was indebted to CIBC, pursuant to the 225 Credit Agreement, in the amount of $3,102,116.44 for principal, interest and recovery costs;

m) CIBC made formal written demand on the Borrowers for payment of CompuQuest's indebtedness to CIBC by letters dated March 24, 2016 (the "**CompuQuest Demand Letters**"), which were accompanied by Notices of Intention to Enforce Security pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**");

n) CIBC made formal written demand on 225 for payment of 225's indebtedness to CIBC by letter dated April 19, 2016 (the "**225 Demand Letter**"), which was accompanied by a Notice of Intention to Enforce Security pursuant to subsection 244(1) of the BIA;

o) the Borrowers have failed to honour the demands, make alternative arrangements acceptable to CIBC;

p) the Borrowers are insolvent and unable to fulfill all their obligations to CIBC and other stakeholders;

q) CIBC wishes to take any and all steps necessary to protect its security and realize upon same;

r) CIBC has, at all times, acted in good faith towards the Borrowers and has been understanding and patient in its arrangements with the Borrowers. It is reasonable and prudent for CIBC to begin the enforcement of its security in an effort to recover its outstanding loans to the Borrowers and it is within CIBC's rights to do so;

s) the appointment of a receiver is provided for in the CompuQuest Security and the 225 Security;

t) a receiver is necessary for the protection of the Borrowers' respective estates, the Silicone Drive Location, CIBC's interests, and, perhaps, the interests of other stakeholders;

u) it is just and equitable that a receiver be appointed;

v) in the circumstances described in the affidavit of Douglas MacLaine sworn April 27, 2016 (the "**MacLaine Affidavit**"), it is just and equitable that an interim receiver be appointed to protect the interests of CIBC pending the appointment of a receiver in respect of CompuQuest;

w) an interim receiver is necessary for the protection of CompuQuest's estate, CIBC's interests, and, perhaps, the interests of other stakeholders;

x) GTL is a licensed trustee in bankruptcy and is familiar with the Borrowers' circumstances and their arrangements with CIBC;

y) GTL has consented to being appointed as interim receiver and receiver;

z) subsections 47(1) and 243(1) of the BIA;

aa) section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

bb) rules 1.04, 2.03, 3.02, 14.05(2) and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and

cc) such further grounds as are required and this Court may permit.

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

a) the MacLaine Affidavit;

b) the consent of GTL to act as interim receiver;

c) the consent of GTL to act as receiver; and

d) such other material as is required and this Court may permit.

April 28, 2016

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AND TO: **2252709 ONTARIO INC.**
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Proposed Interim Receiver and Receiver

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AND TO: **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE**
(Income Tax, PST)
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Oshawa, ON L1H 8E9

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AND TO: **PENSKE TRUCK LEASING CANADA INC.**
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AND TO: **PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.**
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AND TO: **KUBOTA CANADA LTD.**
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CANADIAN IMPERIAL BANK OF COMMERCE - and - **1299746 ONTARIO INC. o/a COMPUQUEST2000 et al.**

Applicant | Respondents

CV-16-11369-00CL

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

NOTICE OF APPLICATION

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Lawyers for Canadian Imperial Bank of Commerce

25613780.3

TAB 2

Court File No. ______________________

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	DAY, THE_____
	)	
JUSTICE	)	DAY OF APRIL, 2016

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

1299746 ONTARIO INC. o/a COMPUQUEST2000 and
2252709 ONTARIO INC.

Respondents

ORDER
(appointing Interim Receiver)

THIS APPLICATION made by Canadian Imperial Bank of Commerce ("**CIBC**") for an Order pursuant to subsection 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Grant Thornton Limited ("**GTL**") as interim receiver (in such capacity, the "**Interim Receiver**") without security, of all the assets, undertakings and properties of 1299746 Ontario Inc. o/a CompuQuest2000 (the "**Debtor**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Douglas MacLaine sworn April 28, 2016 and the exhibits thereto, the consent of GTL to act as the Interim Receiver, and on hearing the submissions of counsel for CIBC and such other counsel as were present,

SERVICE

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

APPOINTMENT

1. **THIS COURT ORDERS** that pursuant to subsection 47(1) of the BIA and section 101 of the CJA, GTL is hereby appointed Interim Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

INTERIM RECEIVER'S POWERS

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

   (a) to monitor the Debtor's receipts and disbursements, including, without limitation, the right to access all information relating to the Debtor's accounts or finance activities at any financial institution;

   (b) to preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

   (c) to investigate and prepare a financial report as to the operations of the Debtor which will include the assets, liabilities and disposition of all Property for the twelve (12) month period preceding the date of this Order;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to summarily dispose of the Property that is perishable or likely to depreciate rapidly in value;

(f) to conduct examinations, if deemed necessary, including, without limitation, an examination of Gary Wayne Bodimeade;

(g) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable; and

(h) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER

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

4. **THIS COURT ORDERS** that all Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 4 or in paragraph 5 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE INTERIM RECEIVER

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

CONTINUATION OF SERVICES

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

INTERIM RECEIVER TO HOLD FUNDS

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

EMPLOYEES

12. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor. The Interim Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in subsection 14.06(1.2) of the BIA, other than such amounts as the Interim Receiver may specifically agree in writing to pay, or in

respect of its obligations under subsections 81.4(5) and 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

14. **THIS COURT ORDERS** that nothing herein contained shall require the Interim Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Interim Receiver from any duty to report or make disclosure imposed by applicable

Environmental Legislation. The Interim Receiver shall not, as a result of this Order or anything done in pursuance of the Interim Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

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

INTERIM RECEIVER'S ACCOUNTS

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

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

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

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

GENERAL

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

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

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

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

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

24. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Interim Receiver and to any other

party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

CANADIAN IMPERIAL BANK OF COMMERCE - and - **1299746 ONTARIO INC. O/A COMPUQUEST2000 ET AL.**

Court File No. ____________

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

ORDER

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25755755.1

TAB 3

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

1299746 ONTARIO INC. o/a COMPUQUEST2000 and
2252709 ONTARIO INC.

Respondents

APPLICATION UNDER SUBSECTIONS 47(1) AND 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 DOUGLAS MACLAINE
(sworn April 28, 2016)

I, **DOUGLAS MACLAINE**, of the Village of Grand Bend, in the Municipality of Lambton Shores, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS**:

1. I am an Assistant General Manager in the Special Loans Department, with Canadian Imperial Bank of Commerce ("**CIBC**"). CIBC is a secured creditor of 1299746 Ontario Inc. o/a CompuQuest2000 ("**CompuQuest**") and 2252709 Ontario Inc. ("**225**" and, together with CompuQuest, the "**Borrowers**"), the respondents herein, and I am responsible for management of their accounts and their credit facilities with CIBC. As such, I have personal knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all such cases, believe it to be true.

PURPOSE

2. I am swearing this Affidavit in support of an application by CIBC for an order, amongst other things, appointing Grant Thornton Limited ("**GTL**"), as follows:

(a) as interim receiver and, eventually, receiver, without security, of all the assets, undertakings and properties of CompuQuest; and

(b) as receiver, without security, of all the assets, undertakings and properties of 225 and the real property municipally known as 1935 Silicone Drive, Pickering (the "**Silicone Drive Location**"), the registered owner of which is 225.

DESCRIPTION OF COMPUQUEST, 225, THEIR BUSINESS AND PRINCIPALS

3. CompuQuest is a privately-owned Ontario corporation, incorporated on June 9, 1998. CompuQuest's corporate profile report and list of registered business names are attached as **Exhibit A** to this Affidavit.

4. CompuQuest's corporate profile report indicates that CompuQuest's registered office is located at the Silicone Drive Location, and that its sole officer and director is Gary Wayne Bodimeade ("**Bodimeade**").

5. CompuQuest carries on business as a dealer of computer equipment. According to CompuQuest's website, printouts from which are attached hereto as **Exhibit B**, CompuQuest purports to purchase and sell over 13,000 off-lease, fully tested desktops and workstations on a monthly basis.

6. 225 is a privately-owned Ontario corporation, incorporated on August 5, 2010. 225's corporate profile report is attached as **Exhibit C** to this Affidavit.

7. 225's corporate profile report indicates that 225's registered office is located at the Silicone Drive Location, and that Bodimeade is an officer and director of 225. 225's only other officer and director is Aimee Lynn Bodimeade, who is Bodimeade's wife.

8. 225 is a real estate holding company, which owns the Silicone Drive Location. A copy of the parcel register for the Silicone Drive Location is attached as **Exhibit D** to this Affidavit.

CIBC'S SECURED/GUARANTEED LOANS TO COMPUQUEST

9. CompuQuest is indebted to CIBC in connection with certain credit facilities made available by CIBC to CompuQuest (the "**CompuQuest Facilities**"), pursuant to and under the terms of a letter credit agreement dated March 3, 2015, and accepted March 4, 2015 (as amended, replaced, restated or supplemented from time to time, the "**CompuQuest Credit Agreement**"), a copy of which is attached as **Exhibit** E to this Affidavit. Amounts owing to CIBC pursuant to the CompuQuest Credit Agreement are payable on demand.

10. As security for its obligations to CIBC, including, without limitation, its obligations under the CompuQuest Credit Agreement and the CompuQuest Guarantee (defined in paragraph 14 below), CompuQuest provided security in favour of CIBC, including, without limitation, a general security agreement dated November 21, 2008, granted by CompuQuest in favour of CIBC (the "**CompuQuest GSA**"), registration in respect of which was duly made pursuant to the *Personal Property Security Act* (Ontario) (the "**PPSA**"). A copy of the CompuQuest GSA is attached as **Exhibit F** to this Affidavit.

11. 225 guaranteed CompuQuest's obligations to CIBC, including, without limitation, CompuQuest's obligations under the CompuQuest Credit Agreement, pursuant to an unlimited

guarantee and postponement of claim dated March 26, 2015 (the "**225 Guarantee**"). A copy of the 225 Guarantee is attached as **Exhibit G** to this Affidavit.

CIBC'S SECURED/GUARANTEED LOANS TO 225

12. 225 is indebted to CIBC in connection with a term credit facility made available by CIBC to 225 (the "**225 Facility**"), pursuant to and under the terms of a letter credit agreement dated March 3, 2015, and accepted March 4, 2015 (as amended, replaced, restated or supplemented from time to time, the "**225 Credit Agreement**"), a copy of which is attached as **Exhibit H** to this Affidavit. Amounts owing to CIBC pursuant to the 225 Credit Agreement are payable on demand.

13. As security for its obligations to CIBC, including, without limitation, its obligations under the 225 Credit Agreement and the 225 Guarantee, 225 provided security in favour of CIBC, including, without limitation,

(a) a general security agreement dated March 26, 2015, granted by 225 in favour of CIBC, registration in respect of which was duly made pursuant to the PPSA (the "**225 GSA**"), a copy of which is attached as **Exhibit I** to this Affidavit;

(b) a collateral charge/mortgage in favour of CIBC on the Silicone Drive Location and registered on title on March 27, 2016 as Instrument No. DR1349677, in the principal amount of $3,200,000 (the "**Charge**"), a copy of which is attached as **Exhibit J** to this Affidavit; and

(c) a general assignment of leases and rents in respect of the Silicone Drive Location dated March 26, 2015 and registered on title on March 27, 2015 as Instrument No. DR1349679 (the "**GAR**"), a copy of which is attached as **Exhibit K** to this Affidavit.

14. In addition, CompuQuest guaranteed 225's obligations under the 225 Credit Agreement, pursuant to an unlimited guarantee and postponement of claim dated March 26, 2015 (the "**CompuQuest Guarantee**"). A copy of the CompuQuest Guarantee is attached as **Exhibit L** to this Affidavit.

OTHER SECURED CREDITORS

15. A copy of the certified PPSA search results for CompuQuest, with currency to February 28, 2016, is attached as **Exhibit M** to this Affidavit. The PPSA search results show that, in addition to CIBC's registrations, each of Penske Truck Leasing Canada Inc., Pfaff Leasing, A Division of Pfaff Motors Inc., Toyota Credit Canada Inc., Caterpillar Financial Services Limited, Royal Bank of Canada, Roynat Inc., Kubota Canada Ltd. and Business Development Bank of Canada have made registrations under the PPSA against CompuQuest (collectively, the "**Other CompuQuest Registrations**"). A summary of the Other CompuQuest Registrations is attached as **Exhibit N** to this Affidavit.

16. A copy of the certified PPSA search results for 225, with currency to February 28, 2016, is attached as **Exhibit O** to this Affidavit. The PPSA search results show that, in addition to CIBC's registrations, Roynat Inc., has made a registration under the PPSA against 225 (collectively, the "**Other 225 Registration**"). A summary of the Other 225 Registrations is attached as **Exhibit P** to this Affidavit.

17. As set out above, a copy of the parcel registry for the Silicone Drive Location is attached as Exhibit D to this Affidavit. The parcel registry shows that CIBC is the only secured creditor registered on title to the Silicone Drive Location.

FINANCIAL DIFFICULTIES

(a) CIBC Expresses Concerns Regarding CompuQuest's Financial Performance

18. By letter dated February 11, 2016 (the "**Letter of Concern**"), Ivan Farquharson, Director and Team Leader GTA North – Commercial Banking, and one of the account managers then

overseeing the Borrowers' accounts, wrote to CompuQuest to advise that CIBC had concerns with CompuQuest's financial performance. CIBC's concerns related to, among other things,

(a) CompuQuest's debt to effective equity ratio exceeding the ratio provided for in the CompuQuest Credit Agreement;

(b) CompuQuest's failure to provide the financial reporting required under the terms of the CompuQuest Credit Agreement; and

(c) CompuQuest drawing funds in excess of the maximum provided for under the CompuQuest Facilities.

19. As a result of these concerns, Mr. Farquharson advised CompuQuest that CIBC would not be renewing the CompuQuest Facilities, but that it was willing to continue to carry them until March 31, 2016, provided that CompuQuest complied with certain terms and conditions, including regularly providing CIBC with additional financial reporting (the "**Additional Reporting**"). A copy of the Letter of Concern is attached as **Exhibit Q** to this Affidavit.

20. Bodimeade, on behalf of CompuQuest, acknowledged and accepted the terms and conditions of the Letter of Concern on February 11, 2016.

21. As a result of CIBC's concerns, management of the Borrowers' accounts and credit facilities was transferred to my attention within the Special Loans Group on February 25, 2016.

(b) CIBC Becomes Aware of Unusual Account Activity

22. After the issuance of the Letter of Concern, CIBC's systems alerted CIBC's Fraud, Loss Prevention & Investigations department to certain unusual activity occurring within CompuQuest's accounts. In particular, CIBC became aware of:

(a) circular activity, whereby amounts were transferred via cheques and wire transfers back and forth between CompuQuest's accounts and accounts belonging to a Mr. Dean Salem in Tennessee, among others; and

(b) a significant number of large, round number debit transactions on CompuQuest's account,

each of which is deemed, pursuant to CIBC's policies, to be indicators of unusual activity.

23. In particular, CIBC became aware that it was common practice for CompuQuest to deposit a cheque from Mr. Salem, following which funds of a similar amount would be wired back to one of Mr. Salem's companies, Norris Systems, LLC and/or Norris Technologies, Inc. Thereafter a "stop payment" would be placed on the cheque from Mr. Salem, such that the cheque would be returned.

24. As an example of such unusual activity, on February 25, 2016, Bodimeade deposited a cheque from Mr. Salem in the sum of US$125,000 (the "**Salem Cheque**") into CompuQuest's Canadian dollar account, by way of an automated teller machine. Bodimeade later advised CIBC that at the time he deposited the Salem Cheque, he was aware that Mr. Salem had already placed a "stop payment" on the cheque, such that Bodimeade deposited the Salem Cheque knowing that it had been cancelled and would therefore be returned.

25. Also on February 25, 2016, in accordance with CIBC's policy, I instructed the local branch at which CompuQuest's accounts are held to establish a "hold all" policy on all of the Borrowers' accounts, to ensure that all debit items from the accounts would be paid against cleared funds only. As a result of the implementation of the "hold all" policy, CompuQuest did not gain access to the funds that would otherwise have improperly been made available to it upon the deposit of the Salem Cheque.

(c) CompuQuest Fails to Co-operate with CIBC

26. On February 29, 2016 at 1:00 p.m., I attended at CompuQuest's premises at the Silicone Drive Location to meet with Bodimeade, together with Mr. Farquharson, and two other CIBC staff, Nikita Saygakov and John D'Aquila, who previously had management of the Borrowers' accounts and credit facilities.

27. At the February 29, 2016 meeting, I delivered to Bodimeade a letter from Mr. Saygakov and Mr. D'Aquila advising that, in response to the increased level of credit risk arising from CompuQuest's current financial situation, I would be managing CompuQuest's accounts and credit facilities going forward. A copy of this letter is attached as **Exhibit R** to this Affidavit.

28. As part of the February 29, 2016 meeting, I advised Bodimeade that CIBC required CompuQuest to permit GTL, as an independent third party, to review CompuQuest's records for the purpose of:

(a) verifying the value of CompuQuest's collateral;

(b) verifying the viability of the business; and

(c) analysing and assessing the unusual transactions.

29. I further advised Bodimeade that CIBC was in the process of retaining counsel to review CIBC's security, with a view to considering its options.

30. Finally, I advised Bodimeade that, if the Borrowers wished to avoid the costs associated with CIBC engaging GTL and legal counsel to conduct the proposed reviews, they could find alternate financing.

31. Following the February 29 meeting, Bodimeade and I exchanged numerous communications relating to the unusual activity in the accounts, and the holds that had been imposed on the Borrowers' accounts. As part of these exchanges, I explained to Bodimeade how he could continue to use the accounts to conduct business. Copies of these exchanges are attached as **Exhibit S** to this Affidavit.

32. By letter dated March 9, 2016, a copy of which is attached as **Exhibit T** to this Affidavit (the "**March 9 Letter**"), I confirmed CIBC's position with respect to the Borrowers' accounts and credit facilities, as it had already been conveyed to Bodimeade at the February 29 meeting, and imposed certain timelines. In this regard, I requested that the Borrowers respond by no later than March 11, 2016, by either:

(a) acknowledging the terms of the March 9 Letter and executing an engagement letter permitting GTL to conduct the third-party review discussed at the February 29 meeting (the "**Engagement Letter**"), a copy of which was enclosed; or

(b) providing CIBC with a plan to repay the Borrowers' indebtedness to CIBC in full on or before May 9, 2016, with detailed evidence of how this was to be accomplished to be provided by April 9, 2016.

33. I further reminded the Borrowers that the first tranche of Additional Reporting outlined in the Letter of Concern would be due shortly.

34. Between March 11, 2016, and March 23, 2016, Bodimeade and his counsel sent a number of communications to me and CIBC's counsel requesting additional time to consider the Borrowers' options. Copies of this correspondence are attached as **Exhibit U** to this Affidavit.

35. CIBC extended the deadline, as requested. On March 23, 2016, not having received a satisfactory response to the March 9 Letter, CIBC issued demands on the CompuQuest Credit Facility, which demands are described in greater detail below.

36. Following the issuance of the demands, the Borrowers retained new counsel. On April 1, 2016, the Borrowers' "insolvency" counsel advised that they would agree to GTL being engaged as part of a forbearance agreement.

37. Following further delays, which are detailed in the correspondence attached as **Exhibit V** to this Affidavit, Bodimeade eventually provided CIBC's counsel with a copy of the signed Engagement Letter on April 12, 2016, one full month after CIBC's initial deadline. A copy of the signed Engagement Letter is attached as **Exhibit W** to this Affidavit.

38. During the intervening period, and despite having agreed to do so by signing the Letter of Concern, Bodimeade did not provide CIBC with any of the Additional Reporting. To date, this information has not been provided.

39. Furthermore, the Borrowers have not fulfilled their regular monthly reporting requirements since December 31, 2015.

(d) CompuQuest Fails to Co-operate with GTL

40. On April 12, 2016, having received the executed Engagement Letter, Jonathan Krieger, a Senior Vice-President with GTL, wrote to Bodimeade to set up a meeting with Bodimeade and his accountant to discuss the business, tour the Silicone Drive Location, and discuss next steps. A copy of this correspondence is attached as **Exhibit X** to this Affidavit.

41. After an exchange of several emails, Bodimeade eventually agreed to meet with the GTL representatives on April 15, 2016, but advised that his accountant would not be available to meet. As part of this exchange, by email dated April 14, 2016 Mr. Krieger advised Bodimeade as follows:

> *"Notwithstanding Alan [the Borrowers' accountant] is not available this week, please provide us as soon as possible (and in advance of our Friday visit) a copy of your most recent detailed account receivable, inventory and accounts payable lists. There will be further information required, but these three are the immediate requirements for our review."*

Copies of this correspondence are attached as **Exhibit Y** to this Affidavit.

42. I am advised by Mr. Krieger that he and Jan Oros, a manager with GTL, attended at the Silicone Drive Location on April 15, 2016, as agreed. Despite their requests, Bodimeade did not provide GTL with any accounting information in advance of the meeting.

43. I am further advised by Mr. Krieger that, upon touring the warehouse and interviewing CompuQuest's warehouse manager, Charminda, he learned that:

(a) there was less than $50,000 worth of inventory in the warehouse, and that it had been that way for some time;

(b) the inventory present in the warehouse had largely been stripped of its key components and the inventory skids were marked accordingly;

(c) CompuQuest had done very little business over the past few months; and

(d) there are at least two sub-tenants occupying space in the Silicone Drive Location; a personal fitness facility and an insurance company.

44. I am advised by Mr. Krieger that, based on his tour of the Silicone Drive Location and his interviews of the staff made available to him, he was of the preliminary view that CompuQuest is not a viable business.

45. Following the site visit, on April 18, 2016, Krieger wrote to Bodimeade to request a list of additional documents required for GTL to conduct its review. As part of this correspondence, Mr. Krieger noted, "*While there are some items on the list which may take some time to compile, please provide the A/R, inventory and A/P information as an urgency.*" A copy of this correspondence is attached as **Exhibit Z** to this Affidavit.

46. After additional delays, which are detailed in the correspondence attached as **Exhibit AA** to this Affidavit, on April 21 and 22, 2016, Bodimeade provided Krieger with:

(a) an employee list;

(b) a building appraisal and two tenant leases; and

(c) several vehicle leases.

47. On April 21, 2016, Mr. Krieger again re-iterated to Bodimeade that he required the A/R, A/P and inventory list as soon as possible. A copy of this correspondence is attached as **Exhibit BB** to this Affidavit.

48. I am advised by Mr. Krieger that he finally received an accounts receivable report for March and April 2016 (the "**Current A/R Report**") from Bodimeade on April 27, 2016, a copy of which is attached as **Exhibit CC** to this Affidavit. The accounts payable and inventory list remain outstanding.

(e) GTL Analysis To Date

49. As at December 31, 2015, CompuQuest reported to CIBC that it had outstanding accounts receivable of US$2,893,496, which converts to CAD$3,542,114. Attached as **Exhibit DD** to this Affidavit is an accounts receivable listing dated December 31, 2015 reflecting this figure.

50. As set out in the Current A/R Report, the accounts receivable balance had declined to CAD$965,380 by March 31, 2016, and declined again to CAD$282,332 by April 26, 2016. CompuQuest's accounts receivable have therefore declined by over CAD$3,000,000 since December 31, 2015.

51. In contrast, the amount owing to CIBC has remained relatively stable over this period. As at December 31, 2015, CompuQuest had drawn CAD$1,744,307.66 on its revolving loan; this declined slightly to CAD$1,692,155.14 as at March 31, 2016; and was back up to CAD$1,748,900.18 on April 26, 2016.

52. Additionally, based on the reduction in the accounts receivable balance between March 31, 2016, and April 26, 2016, we would expect to have seen deposits to CompuQuest's account at CIBC totalling at least $683,048 since March 31, 2016. In reality, deposits to CompuQuest's account during this period totalled only $58,902.95.

53. As a result of the foregoing, it appears that either (a) CompuQuest is not accurately recording its accounts receivable, or (b) CompuQuest is not depositing the proceeds of its accounts receivable to its CIBC account, as it is required to do pursuant to the terms of the CompuQuest Credit Agreement. Either scenario raises serious concerns for me regarding the likelihood that CIBC will recover the amounts owing to it pursuant to the CompuQuest Credit Agreement, particularly in light of the Borrowers' failure to provide CIBC with complete and accurate reporting in a timely manner.

(f) CompuQuest's Dealings with Dean Salem

54. As set out above, CIBC has concerns relating to the flow of funds between CompuQuest and Mr. Salem and his companies in Tennessee.

55. At the meeting held February 29, 2016, Bodimeade attempted to explain the nature of his dealings with Mr. Salem. In this regard, he advised me that CompuQuest and Mr. Salem's companies jointly purchase large lots of computer equipment, which they divide as between their

companies for re-sale in accordance with their respective customer base requirements. He advised that these dealings result in the circular flow of funds which raised CIBC's concerns.

56. As part of his explanation, Bodimeade produced to me a copy of a document entitled "Revolving Line of Credit" made between Dean Salem and Norris Technologies, LLC ("**Norris**") as lender, and CompuQuest and Bodimeade as borrower, dated December 31, 2015. A copy of this document is attached hereto as **Exhibit EE** to this Affidavit.

57. Bodimeade's explanation did not alleviate my concerns regarding the circular flow of funds, and in fact, heightened my concern that he may be further encumbering or improperly dealing with the assets over which CIBC holds security. In particular, it did not address why there were so many "stop payments" placed on the cheques received from Mr. Salem's companies, nor why such cheques would continue to be deposited.

58. I am advised by Mr. Krieger that on April 25, 2016, Bodimeade produced to Mr. Krieger a copy of another document entitled "Revolving Line of Credit", a copy of which is attached as **Exhibit FF** to this Affidavit. This document is very similar to the "Revolving Line of Credit" produced to me on February 29, 2016, except that the borrower is listed as CompuQuest and Aimee Bodimeade, who is Bodimeade's wife, and, even though the document is dated December 31, 2015, the document was signed by Ms. Bodimeade on March 3, 2016, three days after my meeting with Bodimeade.

59. I believe that CIBC's security ranks in priority to any security interests purportedly granted in favour Mr. Salem and Norris pursuant to these documents. However, the existence of these documents, and the fact that Bodimeade and/or his wife have continued to negotiate and enter into such arrangements in the face of CIBC's concerns, as conveyed to Bodimeade by way

of the Letter of Concern and our subsequent communications, raise additional concerns for CIBC as to the nature of CompuQuest's business.

DEMAND

60. As of March 23, 2016, pursuant to the CompuQuest Credit Agreement and the CompuQuest Guarantee, CompuQuest was indebted to CIBC for the following sums for principal and interest, totalling $4,859,212.62, plus interest and any and all costs and expenses (including, without limitation, legal and other professional fees) incurred by CIBC (collectively, the "**CompuQuest Indebtedness**"):

Credit Facility	**Total**
Operating Overdraft	
Principal:	Cdn$1,734,080.35
Interest to date:	$3,901.26
Total outstanding:	**Cdn$1,737,981.61**
Per diem: $199.54	
Term Loan (as guarantor of the 225 Facility)	
Principal:	Cdn$3,101,246.09
Interest to date:	$10,053.21
Total outstanding:	Cdn **$3,111,299.30**
Per diem: $330.52	
Corporate Classic Visa	
Balance:	**Cdn$9,931.71**
Total outstanding:	
Per diem: $5.71	
Total Indebtedness	**Cdn$4,859,212.62**

61. CIBC made formal written demand on each of CompuQuest and 225 by letters dated March 24, 2016, for payment of the CompuQuest Indebtedness (together, the "**CompuQuest Demand Letters**"). In accordance with the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c. B-3, as amended (the "**BIA**"), Notices of Intention to Enforce Security pursuant to subsection 244(1) of the BIA (the "**CompuQuest BIA Notices**") accompanied the CompuQuest Demand Letters.

Copies of the CompuQuest Demand Letters and the CompuQuest BIA Notices are attached collectively as **Exhibit GG** to this Affidavit.

62. As of April 19, 2016, pursuant to the 225 Credit Agreement, 225 was indebted to CIBC for the following sums for principal and interest, totalling $3,102,116.44, plus interest and any and all costs and expenses (including, without limitation, legal and other professional fees) incurred by CIBC (collectively, the "**225 Indebtedness**")[1]:

Credit Facility	**Total**
Facility #1 (Non-Revolving Demand Instalment Loan) Outstanding loan: Interest to date: **Total outstanding:** *Per diem: $329.54*	 $3,092,092.91 $10,023.53 **$3,102,116.44**
Total Indebtedness	**$3,102,116.44**

63. CIBC made separate formal written demand on 225, as borrower, by letter dated April 19, 2016, for payment of the 225 Indebtedness (the "**225 Demand Letter**" and, together with the CompuQuest Demand Letters, the "**Demand Letters**"). In accordance with the BIA, a Notice of Intention to Enforce Security pursuant to subsection 244(1) of the BIA (the "**225 BIA Notice**") accompanied the 225 Demand Letter. Copies of the 225 Demand Letter and the 225 BIA Notice are attached collectively as **Exhibit HH** to this Affidavit.

APPOINTMENT OF AN INTERIM RECEIVER AND RECEIVER

64. As of the time of swearing this Affidavit, the Borrowers have failed to make payment in accordance with the Demand Letters, make alternative arrangements acceptable to CIBC, or provide CIBC with any evidence that they are working towards viable alternative arrangements.

---

[1] The 225 Indebtedness is also reflected as the "Term Loan" in the chart at paragraph 54 above, as CompuQuest is a guarantor of the 225 Facility.

65. The Borrowers have shown themselves to be insolvent and unable to fulfill their obligations to CIBC.

66. CIBC has, at all times, acted in good faith towards the Borrowers. CIBC considers it reasonable and prudent to begin the enforcement of its security in an effort to recover the amounts owing to it, and it is within CIBC's rights under the CompuQuest Credit Agreement, the 225 Credit Agreement, and CIBC's security to do so.

67. In the circumstances set out above, I believe that it is just and equitable that an interim receiver be appointed over CompuQuest. An interim receiver is necessary for the protection of CompuQuest's estate, CIBC's interests, and, perhaps, the interests of other stakeholders. CIBC believes that the appointment of an interim receiver, and eventually, a receiver, would enhance the prospect of recovery by CIBC and protect all stakeholders.

68. Similarly, I believe that it is just and equitable that a receiver be appointed over CompuQuest, 225 and the Silicone Drive Location. A receiver is necessary for the protection of the Borrowers' respective estates, CIBC's interests, and, perhaps, the interests of other stakeholders. CIBC believes that the appointment of a receiver would enhance the prospect of recovery by CIBC and protect all stakeholders.

69. CIBC proposes that GTL be appointed as interim receiver, and eventually, receiver, of CompuQuest, and as receiver of 225 and the Silicone Drive Location.

70. GTL is a licensed trustee in bankruptcy and is familiar with the circumstances of CompuQuest, 225 and their arrangements with CIBC.

71. GTL has consented to act as interim receiver and receiver should the Court so appoint it. A copy of GTL's consent to act as interim receiver is attached as **Exhibit II** to this Affidavit. A copy of GTL's consent to act as receiver is attached as **Exhibit JJ** to this Affidavit.

72. This Affidavit is made in support of the within application, and for no other or improper purpose whatsoever.

SWORN before me at the City of London, in the Province of Ontario, this 28th day of April, 2016	))))	
Commissioner for taking affidavits, etc.		**DOUGLAS MACLAINE**

CANADIAN IMPERIAL BANK OF COMMERCE - and - **1299746 ONTARIO INC. o/a COMPUQUEST2000 et al.**

Applicant Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

AFFIDAVIT OF DOUGLAS MACLAINE
(sworn April 28, 2016)

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Steven L. Graff (LSUC # 31871V)
Tel: (416) 865-7726
Fax: (416) 863-1515
Email: sgraff@airdberlis.com

Miranda Spence (LSUC # 60621M)
Tel: (416) 865-3414
Fax: (416) 863-1515
Email: mspence@airdberlis.com

Lawyers for Canadian Imperial Bank of Commerce

25613814.5

Tab A

THIS IS **EXHIBIT "A"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
1299746	1299746 ONTARIO INC.	1998/06/09
		Jurisdiction
		ONTARIO

Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE

Registered Office Address

1935 SILICONE DRIVE

PICKERING
ONTARIO
CANADA L1W 3V7

Mailing Address

1935 SILICONE DRIVE

PICKERING
ONTARIO
CANADA L1W 3V7

Date Amalgamated	Amalgamation Ind.
NOT APPLICABLE	NOT APPLICABLE
New Amal. Number	Notice Date
NOT APPLICABLE	NOT APPLICABLE
	Letter Date
	NOT APPLICABLE
Revival Date	Continuation Date
NOT APPLICABLE	NOT APPLICABLE
Transferred Out Date	Cancel/Inactive Date
NOT APPLICABLE	NOT APPLICABLE
EP Licence Eff.Date	EP Licence Term.Date
NOT APPLICABLE	NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1299746	1299746 ONTARIO INC.

Corporate Name History	Effective Date
1299746 ONTARIO INC.	1998/06/09

Current Business Name(s) Exist: YES

Expired Business Name(s) Exist: YES - SEARCH REQUIRED FOR DETAILS

Administrator:

Name (Individual / Corporation)	Address
GARY WAYNE BODIMEADE	7472 ASHBURN ROAD WHITBY ONTARIO CANADA L1M 1L4

Date Began	First Director	
1998/06/09	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1299746	1299746 ONTARIO INC.

Administrator:
Name (Individual / Corporation)

GARY
WAYNE
BODIMEADE

Address

7472 ASHBURN ROAD

WHITBY
ONTARIO
CANADA L1M 1L4

Date Began	First Director	
1998/06/09	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

Administrator:
Name (Individual / Corporation)

GARY
WAYNE
BODIMEADE

Address

7472 ASHBURN ROAD

WHITBY
ONTARIO
CANADA L1M 1L4

Date Began	First Director	
1998/06/09	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1299746	1299746 ONTARIO INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2015	1C	2015/12/05 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

LIST OF CURRENT BUSINESS NAMES REGISTERED BY A CORPORATION

Ontario Corporation Number
1299746

CORPORATION NAME
1299746 ONTARIO INC.

REGISTRATION DATE	BUSINESS NAME	EXPIRY DATE	BUSINESS ID NUMBER
2007/09/11	COMPUQUEST2000	2017/09/09	170974992
2013/10/29	COMPUQUEST 2000	2018/10/28	231059379
2013/11/01	CQ2K	2018/10/31	231073644

THE REPORT SETS OUT ALL BUSINESS NAMES REGISTERED OR RENEWED BY THE CORPORATION IN THE PAST 5 YEARS AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. IF MORE DETAILED INFORMATION IS REQUIRED, YOU MAY REQUEST A SEARCH AGAINST INDIVIDUAL NAMES SHOWN ON THIS REPORT.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

Tab B

THIS IS **EXHIBIT "B"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

"We're All About Our Customers!"

Unlike other dealers within our market we own all of the product in OUR inventory and will never sell what is not owned by us. We do not tween or assist in helping others tween. If we advertise it, we OWN it.

Our Story

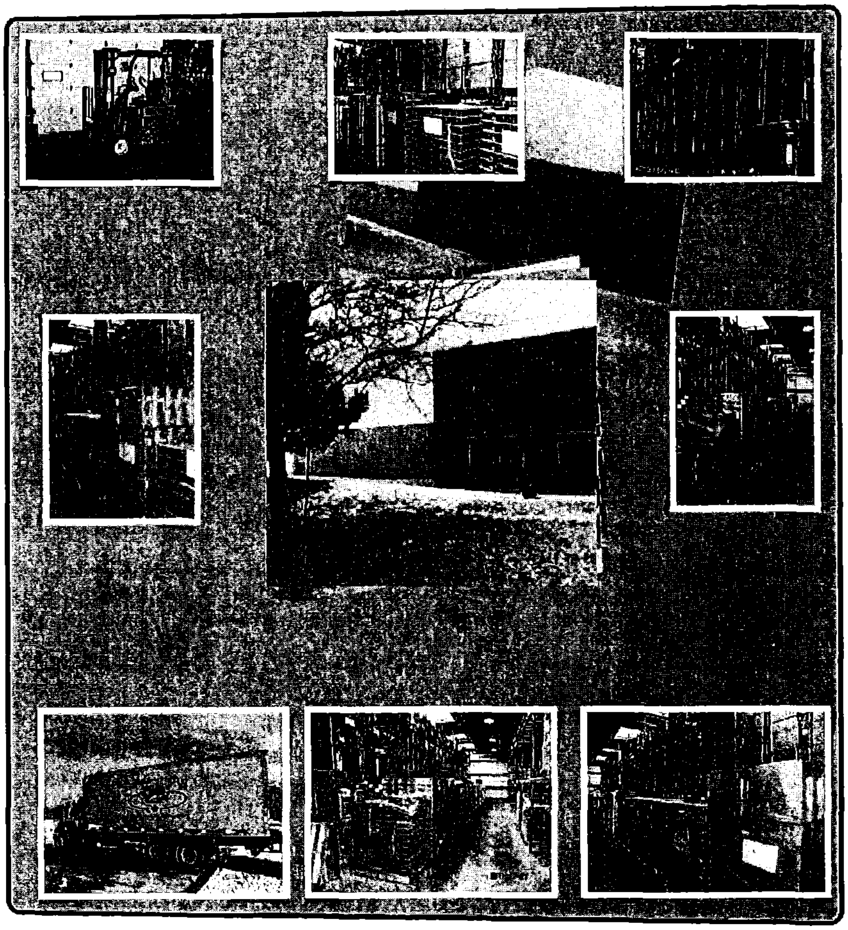
Since our inception in 1998, Compuquest2000 has exceeded our customers goals and expectations. In our 14 year history, we have forged many valuable long term relationships with customers all over the world. We look forward to adding you to our growing list of partners.

What We Do

Compuquest2000 currently purchases and sells over 13000 off-lease, fully tested desktops and workstations on a monthly basis. We sell all form factors, SFF, USFF, DESKTOP, TOWER from all tier one manufacturers as well as; memory, hard drives, cases, video cards and other parts. Whether its 50 or 5000 units, we are here to help make the transaction as smooth as possible, we stand behind our products and our people, no exceptions.

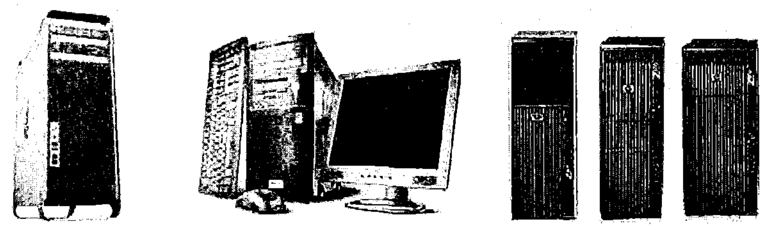
The Bottom Line

All the products that pass through our 30000 square foot facility are tested and warrantied for 30 days, upon receipt of goods. Our warranty does not take effect until the goods are in your warehouse. Unfortunately, due to our ... of our un... a full cle...



We also have extensive knowledge and expertise with shipping and the logistics of container shipments and can assist in all aspects of over sea's shipments.

CompuQuest2000 are registered trademarks of 1299746 Ontario Inc.
All other trademarks and copyrights are the property of their respective owners



New Products Daily

CompuQuest 2000
A Revolutionary Alternative

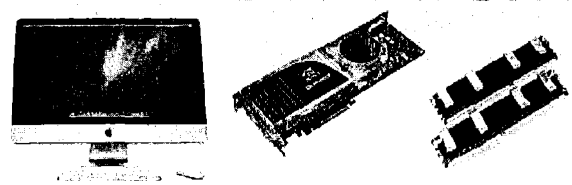
Since inception in 1998, Compuquest2000 has exceeded our customers goals and expectations. In our 14 year history, we have forged many valuable long term relationships with customers all over the world. We look forward to adding you to our growing list of partners.

QUALITY BRANDS

hp nVIDIA. DELL intel COMPAQ

CQ2K Stocks ALL Major Brands

QUALITY PRODUCTS



Products

SELECTION

Quality Products

All products, all the time. We pride ourselves in ONLY carrying tier one manufacturers products, therfore offering you the very best selection while maintaining the best available quality. Browse through our vast product selection to find exactly what you require.

New Products

new

The Latest Hardware

CompuQuest2000 prides itself in being Canada's leader in off lease computer equipment. We constantly upgrade our inventory so you, our customers have the latest Hardware options available always at the best price.

Warranty

WARRANTY

30 Day Warranty

ALL our products leaving our 30,000 Sq Ft facility ONLY after being tested & going through our vigorous quality control procedure in our state of the art "Testing Lab". Should any issues arise, we always offer a limited 30 day exchange program (some restrictions apply).

MPUQUEST2000
You evolutionary Alternative

Call Us @ 905.839.5255

CompuQuest2000 are registered trademarks of 1299746 Ontario Inc.
All other trademarks and copyrights are the property of their respective owners.

LOT PRICING
AVAILABLE

FREE LOCAL SHIPPING
on your 1st order
(CONDITIONS APPLY)

CompuQuest 2000

A Revolutionary Alternative

Call Us @ 905.839.5255

Contact

TRUSTED ETHICS

View My

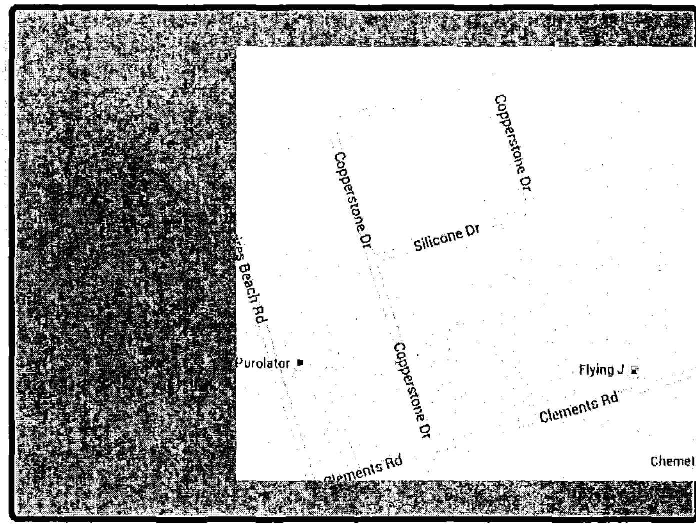
Contact us

Located in Pickering Ontario Canada, in our 30,000 Sq.Ft. Warehousing and Testing facility CompuQuest2000 head office has been in Business since 1998

It's with every Employee's utmost commitment to Service and Quality that we welcome your Questions, Feedback or General Inquiries.

Allow CompuQuest2000 to show you exactly how we truly are...

A Revolutionary Alternative



Head Office Address
1935 Silicone Drive, Pickering,
Ontario, Canada, L1W 3V7

Tel
905.839.5255
Fax
905.683.2639

Email
info@compuquest2000.com

Contact Form

Your Name:

Your Email:

Subject:

Message:

Send

CLICK ON A NAME TO EMAIL DIRECTLY

GARY BODIMEADE
PRESIDENT
X 6113
garyb@compuquest2000.com

SCOTT MAJOR
SALES MANAGER, CANADA
X 6111
scottm@compuquest2000.com

CHAMINDA MALLAWATA
OPERATIONS MANAGER
X 6119
chamindam@compuquest2000.com

MATT COWLEY
INTERNET SALES
X 6114
mattc@compuquest2000.com

RMA INQUIRES
RMA@compuquest2000.com

GENERAL INQUIRES
info@compuquest2000.com

CompuQuest2000 are registered trademarks of 1299746 Ontario Inc.
All other trademarks and copyrights are the property of their respective owners

Tab C

THIS IS **EXHIBIT "C"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2252709	2252709 ONTARIO INC.	2010/08/05
		Jurisdiction
		ONTARIO

Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE

Registered Office Address

1935 SILICONE DRIVE

PICKERING
ONTARIO
CANADA L1W 3V7

Mailing Address

1935 SILICONE DRIVE

PICKERING
ONTARIO
CANADA L1W 3V7

Date Amalgamated	Amalgamation Ind.
NOT APPLICABLE	NOT APPLICABLE
New Amal. Number	Notice Date
NOT APPLICABLE	NOT APPLICABLE
	Letter Date
	NOT APPLICABLE
Revival Date	Continuation Date
NOT APPLICABLE	NOT APPLICABLE
Transferred Out Date	Cancel/Inactive Date
NOT APPLICABLE	NOT APPLICABLE
EP Licence Eff.Date	EP Licence Term.Date
NOT APPLICABLE	NOT APPLICABLE

Number of Directors Minimum	Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2252709	2252709 ONTARIO INC.

Corporate Name History	Effective Date
2252709 ONTARIO INC.	2010/08/05

Current Business Name(s) Exist: NO

Expired Business Name(s) Exist: NO

Administrator:

Name (Individual / Corporation)	Address
GARY WAYNE BODIMEADE	7472 ASHBURN ROAD WHITBY ONTARIO CANADA L1M 1L4

Date Began	First Director	
2010/08/05	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2252709	2252709 ONTARIO INC.

Administrator:

Name (Individual / Corporation)	Address
GARY WAYNE BODIMEADE	7472 ASHBURN ROAD WHITBY ONTARIO CANADA L1M 1L4

Date Began	First Director	
2010/08/05	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

Administrator:

Name (Individual / Corporation)	Address
GARY WAYNE BODIMEADE	7472 ASHBURN ROAD WHITBY ONTARIO CANADA L1M 1L4

Date Began	First Director	
2010/08/05	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	TREASURER	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2252709	2252709 ONTARIO INC.

Administrator:
Name (Individual / Corporation)

AIMEE
LYNN
BODIMEADE

Address

7472 ASHBURN ROAD

WHITBY
ONTARIO
CANADA L1M 1L4

Date Began	First Director	
2010/08/05	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

Administrator:
Name (Individual / Corporation)

AIMEE
LYNN
BODIMEADE

Address

7472 ASHBURN ROAD

WHITBY
ONTARIO
CANADA L1M 1L4

Date Began	First Director	
2010/08/05	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2252709	2252709 ONTARIO INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2015/03/26 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

Tab D

THIS IS EXHIBIT "D" REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

Ontario ServiceOntario

LAND REGISTRY OFFICE #40

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

26462-0030 (LT)

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

1935 Silicone Drive, Pickering

PREPARED FOR KConnell
ON 2016/03/04 AT 08:46:39

PROPERTY DESCRIPTION: PCL 16-1, SEC 40M1552; LT 16, PL 40M1552; CITY OF PICKERING

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1998/06/22

OWNERS' NAMES
2252709 ONTARIO INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1998/06/22 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1998/06/22						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 1998/06/19 **						
LT99499	1979/10/19	NOTICE AGREEMENT			THE REGIONAL MUNICIPALITY OF DURHAM	C
LT140004	1981/12/29	NOTICE AGREEMENT		*** DELETED AGAINST THIS PROPERTY ***	THE REGIONAL MUNICIPALITY OF DURHAM	
LT234225	1985/06/07	DEBENTURE		*** DELETED AGAINST THIS PROPERTY ***	THE FAYE AND JOSEPH TANENBAUM CHARITABLE FOUNDATION THE JOSEPH AND FANNY TANENBAUM CHARITABLE FOUNDATION THE WAYNE TANENBAUM CHARITABLE FOUNDATION THE FRANCES TANENBAUM CHARITABLE FOUNDATION THE ESTHERELKE TANENBAUM CHARITABLE FOUNDATION	
LT303721	1986/12/23	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	388270 ONTARIO LIMITED	
LT359113	1987/11/12	RELEASE				C
REMARKS: PARTIAL, LT99499						
LT404435	1988/08/31	NOTICE AGREEMENT			THE CORPORATION OF THE TOWN OF PICKERING	C
LT412239 3	1988/10/07	APL ANNEX REST COV		*** DELETED AGAINST THIS PROPERTY ***		
REMARKS: DELETED 2015 05 07 BY N. HUTCHESON PURSUANT TO B89004						
LT452652	1989/06/08	CHARGE		*** COMPLETELY DELETED ***	THE TORONTO-DOMINION BANK	
LT453383	1989/06/14	POSTPONEMENT		*** COMPLETELY DELETED ***		

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

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #40

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

26462-0030 (LT)

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

1935 Silicone Drive, Pickering

PREPARED FOR KConnell
ON 2016/03/04 AT 08:46:39

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: LT234225, LT452652						
LT870223	1998/03/23	DISCH PART CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
REMARKS: RE: LT452652						
LT901322	1999/05/31	APL ANNEX REST COV		388270 ONTARIO LIMITED		C
REMARKS: UNTIL 2007 12 31						
DR63446	2002/03/26	APL CH NAME INST		*** DELETED AGAINST THIS PROPERTY *** THE FAYE AND JOSEPH TANENBAUM CHARITABLE FOUNDATION	THE JOSEPH TANENBAUM CHARITABLE FOUNDATION	
REMARKS: LT234225						
DR325551	2004/10/04	APL DELETE REST		*** COMPLETELY DELETED ***	388270 ONTARIO LIMITED	
REMARKS: RE: LT4122392						
DR355137	2005/01/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE JOSEPH TANENBAUM CHARITABLE FOUNDATION THE JOSEPH AND FANNY TANENBAUM CHARITABLE FOUNDATION THE WAYNE TANENBAUM CHARITABLE FOUNDATION THE FRANCES TANENBAUM CHARITABLE FOUNDATION THE ESTHERELKE TANENBAUM CHARITABLE FOUNDATION		
REMARKS: RE: LT234225						
DR355149	2005/01/12	TRANSFER		*** COMPLETELY DELETED *** 388270 ONTARIO LIMITED	CROSSBY-DEWAR PROJECTS INC.	
REMARKS: PLANNING ACT STATEMENTS						
DR367561	2005/02/28	APL (GENERAL)		*** COMPLETELY DELETED *** THE REGIONAL MUNICIPALITY OF DURHAM		
REMARKS: DELETING LT140004						
DR416038	2005/08/11	NOTICE	$2	THE CORPORATION OF THE CITY OF PICKERING	CROSSBY-DEWAR PROJECTS INC.	C
DR454858	2005/12/02	CHARGE		*** COMPLETELY DELETED *** CROSSBY-DEWAR PROJECTS INC.	THE TORONTO-DOMINION BANK	
DR460978	2005/12/21	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** CROSSBY-DEWAR PROJECTS INC.	THE TORONTO-DOMINION BANK	
REMARKS: DR454858						

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

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #40

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

26462-0030 (LT)

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

1935 Silicone Drive, Pickering

PREPARED FOR KConnell
ON 2016/03/04 AT 08:46:39

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
DR979752	2011/03/29	APL CH NAME OWNER		*** COMPLETELY DELETED *** CROSSBY-DEWAR PROJECTS INC.	CROSSBY DEWAR INC.	
DR1010728	2011/07/22	TRANSFER		*** COMPLETELY DELETED *** CROSSBY DEWAR INC.	2268928 ONTARIO LTD.	
DR1222915	2013/10/31	TRANSFER	$3,011,400	2268928 ONTARIO LTD.	2252709 ONTARIO INC.	C
DR1222916	2013/10/31	CHARGE		*** COMPLETELY DELETED *** 2252709 ONTARIO INC.	BUSINESS DEVELOPMENT BANK OF CANADA	
DR1222970	2013/10/31	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2252709 ONTARIO INC.	BUSINESS DEVELOPMENT BANK OF CANADA	
REMARKS: DR1222916						
DR1232703	2013/12/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
REMARKS: DR454858.						
DR1349677	2015/03/27	CHARGE	$3,200,000	2252709 ONTARIO INC.	CANADIAN IMPERIAL BANK OF COMMERCE	C
DR1349679	2015/03/27	NO ASSGN RENT GEN		2252709 ONTARIO INC.	CANADIAN IMPERIAL BANK OF COMMERCE	C
REMARKS: DR1349677.						
DR1370917	2015/06/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** BUSINESS DEVELOPMENT BANK OF CANADA		
REMARKS: DR1222916.						

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.

Tab E

THIS IS **EXHIBIT "E"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

7125 WOODBINE AVENUE (NEAR STEELES)
7125 WOODBINE AVE.
MARKHAM, Ontario
L3R1A3

Mar 3, 2015

1299746 ONTARIO INC. O/A COMPUQUEST2000
1935 SILICONE DR
PICKERING, Ontario
L1W3V7
CANADA

Attention: Mr. Gary Bodimeade

Dear Mr. Bodimeade:

We are pleased to establish the following credit facilities. Each credit offered is referred to as a "Facility".

Overall Credit Limit

Overall Credit Limit: The total approved amount of all Facilities:

Revolving Line of Credit

US Dollar Standby Letters of Credit/Letters of Guarantee

Corporate Classic VISA

is not at any time to exceed CDN$1,960,000.00.

Facility A: Revolving Line of Credit

Credit Limit: The total amount advanced under this Facility may not exceed the lesser of:

(a) $1,750,000.00;

with US$900,000.00 available by way of business operating account overdraft

and CDN$625,000.00 available by way of business operating account overdraft.

Or

(b) the aggregate of:

(i) 75% of the Receivable Value,

- 90% of the Receivable Value is given for all insured receivables under 90days. ,

minus all Prior Ranking Claims.

Receivable Value: Receivable Value (as defined in Schedule A) is calculated net of accounts over 90 days.

Frequency of Margin Calculation: The above margin is to be calculated on a monthly basis.

Purpose: This revolving line of credit is to be used for: Day to day cash flow requirements.

Description: A revolving demand credit. Principal that is borrowed and repaid may be re-borrowed up to the above Credit Limit, subject to our approval.

Rate: Interest on US$900,000.00 business operating account overdraft will be calculated at US Base Rate plus 1.500% per annum

and interest on CDN$625,000.00 business operating account overdraft will be calculated at Prime Rate plus 1.500% per annum.

Repayment: On demand in accordance with the terms in Schedule A applicable to Revolving Facilities.

Fees: In addition to the fees payable in respect of the Facilities as listed under "GENERAL FEES" at the end of this Letter, the following fees are payable in relation to this Facility:

Loan Administration Fee: A fee of $250.00 per month payable on the last Business Day of each month. This fee will be charged for each month the Facility is available, even if you do not use, or maintain a balance in, the Facility.

Loan Administration Fee: A fee of $250.00 per month payable on the last Business Day of each month. This fee will be charged for each month the Facility is available, even if you do not use, or maintain a balance in, the Facility.

Conditions: See also "CONDITIONS APPLICABLE TO FACILITIES", below.

Facility B: US Dollar Standby Letters of Credit/Letters of Guarantee

Credit Limit: At no time shall the total amount of outstanding L/Cs net of drawings reimbursed by you to CIBC exceed CDN$200,000.00

Purpose: All L/Cs under this Facility are to be used for : Payment of invoices.

Description: A non-revolving demand credit, available by way of standby guarantees, as follows:

- US$200,000.00;

Any cancellations of, or reductions to, L/C's under this Facility shall be deemed to be a permanent reduction to the Credit Limit.

L/Cs under this Facility may not have terms to expiry of more than 12 months from the date of issue or the date of any renewal (automatic or otherwise), or such expiry date as we may agree in our sole discretion.

The aggregate Canadian Dollar equivalent of L/Cs outstanding in any currency under this Facility may not exceed the Credit Limit.

Repayment: On demand in accordance with the terms in Schedule A applicable to Letters of Credit (L/Cs) and in accordance with the applicable Documentation listed below.

Fees: Fees for all L/Cs under this Facility will be as advised by CIBC and payable in accordance with the provisions of Schedule A applicable to Letters of Credit (L/Cs).

Documentation: Our standard Application for Standby Letter of Credit/Guarantee and other documentation as required.

Conditions: See also "CONDITIONS APPLICABLE TO FACILITIES", below.

Facility C: Corporate Classic VISA

Credit Limit: $10,000.00

Purpose: This Facility is to be used for: Purchase and payment of goods and services.

Repayment: On demand and in accordance with our standard VISA documentation.

Fees: As advised by CIBC VISA and in accordance with our standard VISA terms and conditions.

Documentation: Our standard VISA documentation.

Conditions: As indicated in our standard VISA documentation.

See also "CONDITIONS APPLICABLE TO FACILITIES", below.

CONDITIONS APPLICABLE TO FACILITIES

Facilities: The following conditions are applicable to all Facilities:

Registrations: CIBC may, if it deems necessary in its sole discretion, register a Financing Statement/Financing Change Statement under the Personal Property Security Act (or the equivalent) in the applicable jurisdiction, or file a registration under any relevant legislation and in any government office in relation to any security granted in connection with the Facilities, recording CIBC's security interest, including, without limitation, recording CIBC's security interest in any motor vehicle by registering the Vehicle Identification Number.

Conditions Applicable to all Security: All security required under the Facilities generally or under a specific Facility must be in form and substance satisfactory to CIBC and unless otherwise agreed in writing, must be delivered prior to any advance under all Facilities generally or under the relevant Facility if the security is only required for that specific Facility, as applicable.

SECURITY

The following security is required in addition to any other security requirements outlined elsewhere in this letter (without duplication):

Security Agreement: Security Agreement granting a first security interest in:

- All present and after acquired personal property.

To be registered in the jurisdiction(s) of: Ontario.

Property Insurance: Acknowledged Assignment of adequate insurance including but not limited to all perils (including fire) on Business assets, with first loss payable to CIBC.

Guarantee: Guarantee of your debts under these Facilities from GARY W BODIMEADE in an amount that is unlimited (the "Guarantor").

Guarantee: Guarantee of your debts under these Facilities from 2252709 ONTARIO INC. with supporting corporate or other resolution in an amount that is unlimited (the "Guarantor").

Assignment of EDC Insurance: Assignment of EDC insurance.

Other Security:

Financial Security Guarantee: Financial Security Guarantee from Export Development Corporation.

This security is held in support of Facility(ies): B.

COVENANTS

You will ensure that:

Debt to Effective Equity Ratio: Debt to Effective Equity Ratio is 2.25 to 1:0 or less. This will be monitored on an annual basis.

Debt Service Ratio: Debt Service Ratio is 1.25 to 1.0 or more. This will be monitored on an annual basis.

Conditions: The calculations for covenants above are to be done as follows:

- the following covenants are to be calculated on a combined basis:
  - Debt to Effective Equity Ratio
  - Debt Service Ratio

  with the following entities included in the combined reports:
  - 1299746 Ontario Inc
    2252709 Ontario Inc

REPORTING REQUIREMENTS

You will provide to us:

(a) Internally Generated annual financial statements within 120 days after the end of each fiscal year, on a combined basis.

(b) Review Engagement annual financial statements within 120 days after the end of each fiscal year, on an unconsolidated basis.

(c) Monthly documentation to determine available credit limit(s) for any Facility (such as Statement of Available Credit Limit) including an aged Accounts Receivable Listing, an Inventory Declaration and an aged Payable Listing along with a list of any advances or priority payables (using such form as we may require) within 30 day(s) of the end of each month.

(d) Updated personal net worth statement from GARY W BODIMEADE within 120 days after the end of each fiscal year for 1299746 ONTARIO INC. O/A COMPUQUEST2000.

(e) Statements to be prepared on a "combined" basis above will include the following entities:

- 1299746 Ontario Inc and 2252709 Ontario Inc.

(f) Note combined internal statements are to completed by CIBC Commercial Manager internally only for convenant testing and not required to be provided by the Borrower.

Conditions: Any financial statements required above shall only be accepted by us if they have been signed by officers or persons duly authorized to sign the financial statements, or the financial statements must be accompanied by a certificate (as required by us) from an authorized signatory of the business certifying that the financial statements present a true and fair view of the business.

GENERAL FEES

Other than as indicated in this Letter, the following fees are payable in respect of the Facilities, in addition to any other fees outlined elsewhere in this Letter.

Annual Review Fee:	A fee of $1,800.00 payable on the Next Scheduled Review Date of this Letter as indicated below.
Amendment Fee:	If you require an amendment to this Letter, there will be a fee of $250.00 payable on the date you sign such amendment to this Letter.

OTHER PROVISIONS

Next Scheduled Review Date:	The next scheduled review is Oct 31, 2015. The terms of this Agreement will continue until amended or superseded by another agreement in writing.
Schedule A:	The attached Schedule A, which contains certain additional provisions applicable to the Facilities, and certain definitions, forms part of this Letter.
Repayment:	All amounts under any Facility are repayable immediately on demand by us unless otherwise indicated. We may terminate any Facility in whole or in part at any time.
Interest Payment Dates:	Except with respect to interest on amounts in default, which is payable on demand, interest is payable as specified herein and subject to the terms and conditions in Schedule A.
Overdrafts:	Money advanced under any Facility in excess of the Credit Limit or Loan Amount applicable to that particular Facility is repayable on demand and will bear interest at our Excess Interest Rate to the extent permitted by applicable laws and regulations.
Authorized Debits:	Unless you have made other arrangements with us, you authorize us to debit your Operating Account for any required payments (including, without limitation, any scheduled payments), interest, fees or other amounts that are payable by you to us with respect to any Facility, as and when such amounts are payable.
Governing Law:	The laws of the Province of Ontario and the federal laws of Canada applicable therein shall apply to this letter including Schedule A and any amendments, additions or replacements. The parties hereto submit to the exclusive jurisdiction of the courts in that Province.
French Language:	The parties confirm their express wish that this Letter and all documents related thereto be drawn up in English. Les parties confirment leur volonté expresse de voir le présent contrat et tous les documents s'y rattachant être rédigés en anglais.
Replacements:	This Letter supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of Facilities contained in this Letter. This Letter does not however serve to operate as a novation. To the extent necessary, CIBC reserves all of its rights in respect of any Security that has been granted to secure your obligations with respect to the Facilities.

Please indicate that you have read and accept the foregoing terms and conditions (including the terms and conditions in any Schedule attached to this letter) by signing the enclosed duplicate copy of this Letter (including obtaining written acknowledgements from any Guarantors as required by us) and returning it to the undersigned prior to Mar 31, 2015.

If (a) we have not received a duly executed copy of this Letter (including any acknowledgements from any Guarantors as required by us) by the date indicated above, and (b) you have not fulfilled all the conditions required for us to advance funds under the Facilities indicated in this Letter by Jun 1, 2015 (or any extension of this date that we may agree to), we may in our sole discretion and without notice to you, cancel all of the Facilities listed in this Letter and we will be under no further obligation to advance any funds to you under this Letter.

We would like to take this opportunity to thank you for choosing CIBC. We look forward to assisting you and your business with any future financial needs you may have.

Yours truly
CANADIAN IMPERIAL BANK OF COMMERCE

X

Signature

Name: George
Title: Kostopoulos
Address: 300 West Beaver Creek,
2nd Floor
Richmond Hill, Ontario
L4B 3B1
Phone No.: (905) 886 - 1370 Ext: 337
Fax No.: (905) 886 - 2261

Accepted this 4 day of MARCH, 2015.

1299746 ONTARIO INC. O/A
COMPUQUEST2000

X

Signature

Name: GARY W BODIMEADE
Title: President

Attachment(s):
(1) Schedule A - Standard Credit Terms

1 INTEREST

1.1 INTEREST RATES AND CALCULATIONS: Unless otherwise specified in this Agreement:

a) Each variable interest rate provided for in this Agreement will change automatically, without notice, whenever the Prime Rate or the US Base Rate, as the case may be, changes. Prime Rate and US Base Rate shall be determined by us and such determination shall be conclusive.

b) Unless otherwise stated, any interest rate stated as an annual rate of interest is an interest rate for 365 days, and for the purpose of the Interest Act (Canada), shall be the stated interest rate multiplied by the actual number of days in the calendar year in which such rate is to be applied and divided by 365. For the purpose of the Interest Act (Canada) and all other purposes, the principle of deemed re-investment of interest is not applicable and the rates of interest specified in this Agreement are nominal rates and not effective rates or yields.

c) In calculating interest for any period, the first day of such period shall be included and the last day of such period shall be excluded, and interest shall be calculated on the applicable balance at the end of each day.

d) Interest is payable in arrears at the frequency specified in the Letter (and if not specified is payable once a month) prior to the end of the specified payment period and on the day required by us. Interest on interest, and interest on overdue amounts is also payable on demand.

e) Interest that is charged to you and is unpaid compounds at the frequency in which interest is payable and continues to compound whether or not CIBC demands payment from you or starts a legal action, or obtains judgment against you.

f) (i) Interest charged on a Canadian dollar Facility that is: (x) based on the Prime Rate; or (y) a Fixed Rate Loan, is calculated based on a fraction whereby the numerator is equal to the principal balance multiplied by number of days in the year in which interest is calculated multiplied by the applicable interest rate, and the denominator is equal to 365 (or 366 in a leap year for a Fixed Rate Loan or Variable Rate Loan).

(ii) Interest charged on a US dollar Facility that is: (x) based on the US Base Rate per year; or (y) a Fixed Rate Loan, is calculated based on a fraction whereby the numerator is equal to the principal balance multiplied by number of days in the payment period multiplied by the applicable interest rate, and the denominator is equal to 365 (or 366 in a leap year for a Fixed Rate Loan or Variable Rate Loan).

2 PAYMENTS AND FEES

2.1 PAYMENTS: Unless you have made other arrangements with us, you agree that CIBC shall be entitled to automatically debit your Operating Account for any payments owing (including without limitation, scheduled payments, interest and fees). If your Operating Account is in overdraft and you do not deposit to the account an amount equal to the payment being debited, the effect is that we will be charging interest on the overdue amount at the Excess Interest Rate. If any payment is due on a day other than a Business Day, then the payment is due on the next Business Day

2.2 APPLYING MONEY RECEIVED: All payments and money we receive from you or from any Security may be applied on such parts of your liabilities to us as we may determine. This means that we may choose which Facility to apply the money against, or what mix of principal, interest, fees and overdue amounts within any Facility will be paid.

2.3 RIGHT OF OFF-SET: We may at any time off-set, or effect compensation and apply any deposits held by us and any other amounts owed by us to or for your credit against any and all of your obligations with respect to the Facilities, even though we have not made any demand and even though any such obligations may not yet be due and payable.

2.4 OUR RECORDS: Our loan accounting records will provide conclusive evidence of all terms and conditions of the Facilities such as principal loan balances, interest calculations, and payment dates. The Loan Amount on a Term Facility that is disclosed in a renewal or amending Letter is rounded to the nearest dollar and is an approximation of the principal outstanding balance. The actual outstanding principal amount is reflected in the account statement for your Term Facility provided or made available to you.

2.5 FOREIGN CURRENCIES: We may convert any amount stated in a foreign currency to an amount in Canadian dollars according to our usual practice and at an exchange rate determined by us.

2.6 FEES: For any fee that is stated as a percentage, the amount charged will be based on the total authorized amount of all Facilities to which that fee applies, minus the amount of any authorized Canada Small Business Financing Act (or Small Business Loans Act) Business Improvement Loan, Farm Improvement and Marketing Cooperatives Loan, Provincial Loan Program and Provincial Guaranteed Farm Loan.

3 REPRESENTATIONS AND WARRANTIES

3.1 REPRESENTATIONS AND WARRANTIES: To induce us to establish and maintain the Facilities, you represent and warrant to us as follows:

a) You have all necessary capacity, power and authority to own your property, to carry on the business carried on by you, and to enter into and perform your obligations under this Agreement and the Security.

b) This Agreement and the Security have been duly authorized, executed and delivered, and constitute legal, valid and binding obligations and are enforceable in accordance with their terms.

c) The execution and delivery by you of this Agreement and the Security and the performance by you of your obligations thereunder, and the obtaining by you of amounts under the Facilities, will not conflict with or result in a breach of any applicable law, and will not conflict with or result in a breach of or constitute a default under any of the provisions of your constating documents or by-laws or any agreement or restriction to which you are a party or by which you are bound.

d) All financial statements for you that you deliver to us will present fairly your financial position in accordance with Generally Accepted Accounting Principles, as of the dates thereof and for the fiscal periods then ended.

e) Since the date of the most recent financial statements of you delivered to us, there has occurred no event which, individually or with any other events, has had, or which may reasonably be expected to have, a Material Adverse Effect.

f) You have not failed to observe or perform, beyond any period of grace permitted by us, any of your obligations in this Agreement.

g) Except as disclosed in writing by you to us prior to the date of this Agreement with specific reference to this Agreement, to the best of your knowledge (i) the business carried on and the property owned or used at any time by you and your predecessors has at all times been carried on, owned or used in compliance with all environmental laws; (ii) there are no circumstances that could reasonably be expected to give rise to any civil or criminal proceedings or liability regarding the release from or presence of any hazardous substance on any lands used in or related to your business or property; (iii) there are no proceedings and there are no circumstances or material facts which could give rise to any proceeding in which it is or could be alleged that you are responsible for any domestic or foreign clean up or remediation of lands contaminated by hazardous substances or for any other remedial or corrective action under any environmental laws; and (iv) you have maintained all environmental and operating documents and records relating to your business and property in the manner and for the time periods required by any environmental laws. Except as disclosed to us in writing with reference to this Agreement, you have never conducted an environmental audit of your business or property.

h) No representation or warranty made by you herein or in any other document furnished to us from time to time contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such statements not misleading. All projections and pro forma information delivered to us from time to time by you are and will be prepared in good faith based on assumptions believed by you to be reasonable at the time of delivery.

3.2 SURVIVAL: All representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and the obtaining of amounts under the Facilities, and the obtaining of any amount under any Facility shall constitute a reaffirmation on and as of such delivery date and such borrowing date, of all representations and warranties contained in this Agreement, in each case with reference to the then-existing facts and circumstances.

4 ADDITIONAL OBLIGATIONS

4.1 FAILURE TO PERFORM: You will notify us promptly if you fail to perform or observe any of your obligations in this Agreement.

4.2 EXPENSES: You will reimburse us for all reasonable fees (including legal fees) and out-of-pocket expenses incurred in (i) performing any searches (whether the Facility is secured or unsecured) or preparing or filing any registrations in relation to the approval, maintenance, review, renewal or amendment of your Facilities; (ii) preparing, registering, maintaining, renewing, reviewing, assessing, appraising or amending any Security; (iii) responding to requests from you for waivers, amendments, renewals and other matters, (iv) enforcing our rights under this Agreement or any Security; (v) discharging or replacing any Security, and (vi) having mortgaged property appraised periodically to determine its value, but not more often than once a year. Unless you have made other arrangements with us, we will automatically debit your Operating Account for any of these amounts owing to us on the date when they are payable as advised by us.

4.3 FURTHER INFORMATION: You will provide such further information about you and/or your business and your Subsidiaries as is reasonably requested by us from time to time, and such information shall be in a form acceptable to us.

4.4 FURTHER ASSURANCES: You will from time to time promptly upon request by us do and execute all such acts and documents as may be reasonably required by us to give effect to the Facilities and the Security.

4.5 INSURANCE: You will keep all your assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for similar property and for any other risks we may reasonably require. Upon request, you will provide to us either the policies themselves or adequate evidence of their existence. If any insurance coverage for any reason stops, we may (but shall have no obligation to) insure the property. Finally, you will notify us immediately of any loss or damage to any of your property.

4.6 DISPOSITIONS OF PROPERTY: You will not sell, assign, transfer, create or cause or permit anyone else to create, a Lien (other than a Normal Course Lien), or otherwise dispose of, all or any material part of your property, except for sales in the normal course of your business for fair market value or as otherwise consented by CIBC in writing.

4.7 ADDITIONAL FINANCING: Unless otherwise agreed in the Letter, you will not obtain any additional financing or enter into any long-term leases without our prior written consent (which consent will not be unreasonably withheld).

4.8 INVESTMENTS: Unless otherwise agreed in the Letter, you will not make any Investment without our prior written consent.

4.9 TRANSACTIONS WITH AFFILIATES: Except as specifically permitted by us, you will not enter into any transaction, including the purchase, sale or exchange of any property or the rendering of any services, with any of your shareholders or Affiliates, or with any of your or their directors or officers, or enter into, assume or permit to exist any employment, consulting or similar agreement or arrangement with any such shareholder or Affiliate or with any of your or their directors or officers, except a transaction or agreement or arrangement which is in the ordinary course of your business and which is upon fair and reasonable terms not less favourable to you than it would obtain in a comparable arms-length transaction. You will ensure that your Subsidiaries (if any) comply with this section.

4.10 NOTICE OF CHANGE, AMALGAMATIONS, CORPORATE RESTRUCTURING: You will provide us with at least 30 days' prior notice (or as otherwise required by applicable law) of any name or legal status change, amalgamation, corporate restructuring or similar transaction. You must also notify CIBC immediately of any change in the ownership of or title of any Security or if any Security is substituted

4.11 APPLICATION TO SUBSIDIARIES: If requested by us, you will ensure that each of your Subsidiaries complies with this Agreement as if the references to you therein were references to each such Subsidiary.

4.12 MORTGAGE SECURITY: In the case of Facilities or a Facility that is secured by a mortgage (in Quebec, an immovable hypothec),if the property is sold, or if another charge is registered against it, we may require you to repay the full amount secured by the mortgage /immovable hypothec. If the owner of the property secured is a natural person and such person dies, you (or your executors, administrators or liquidators, as applicable) agree to notify us immediately and agree to provide us with equivalent security satisfactory to CIBC forthwith.

5 <u>INDEMNITIES</u>

5.1 LEGAL AND REGULATORY CHANGE: You agree to pay us the amount necessary to compensate us if, after the date of this Agreement, our cost of offering or providing the Facilities to you is increased, or the amount that we receive under the Facilities is reduced because of a change in the law, or the introduction of a new law, or our compliance with any request or directive by any central bank, superintendent of financial institutions or other comparable authority which (i) subjects us to any tax with respect to the Facilities, (ii) changes the basis of taxation of payments to us under the Facilities (except for changes in the rate of tax on our overall net income), (iii) imposes any capital maintenance or capital adequacy requirement, reserve requirement or similar requirement with respect to the Facilities, or (iv) imposes any other condition or restriction on us. We will notify you promptly of any such event. Our certificate containing reasonable details of our calculations shall be conclusive evidence of the amount you must pay us.

5.2 TAX WITHHOLDING: You will, whenever legally permitted, pay all amounts due to us under this Agreement without any reduction or withholding on account of Taxes, other than Excluded Taxes. If you are required by law to make any such reduction or withholding, then the amount payable by you shall be increased so as to yield to us on a net basis, after payment of all Taxes and after payment of all Excluded Taxes on any additional amounts payable under this section, the rates of interest and the amounts specified in this Agreement.

5.3 PAYMENT OF SALES TAX, ETC.: You shall be liable for and shall pay to us promptly on demand, all sales taxes, and goods and services taxes, and similar taxes that are payable with respect to any goods or services we make available to you under this Agreement, or if any such tax is payable directly by you, then you shall send us, upon our request, a certified copy of an official receipt showing you have paid such tax. You shall indemnify and save us harmless from any additional taxes, interest, penalties or other liabilities that may become payable by us or to which we may be subjected as a result of any breach by you of this section. Our certificate containing reasonable details of our calculations and the amount of such taxes, interest or penalties shall be prima facie evidence of the amount you must pay us.

5.4 COST OF DEFAULT: You shall indemnify and hold us harmless from all losses and expenses which we suffer because (i) you fail to make any payment you are required to make, or to fulfil any other obligation promptly under this Agreement, (ii) you give us notice that you wish to obtain funds under a Facility and then fail to accept such funds, (iii) you give us notice that you wish to make an optional payment and then fail to make such payment, or (iv) you repay any amount on which interest is fixed until a certain date, other than on that date, or repay any other amount other than on its maturity date. Our certificate containing reasonable details of our calculations and the amount of such losses and expenses shall be prima facie evidence of the amount you must pay us.

5.5 ENVIRONMENTAL MATTERS: You shall indemnify and hold us, our directors, officers, employees and agents harmless, from all claims, demands, liabilities, damages, losses, costs, charges and expenses (including, without limitation, the cost of any environmental assessment or other reports, or of defending any lawsuits, or of any fines, or for any preventative, remedial, or clean-up activity, or to compensate for any loss or damage to any property or person) arising from any failure by you to carry on your business, and maintain your assets and property in accordance with all applicable environmental laws and regulations, or arising from any release, deposit, discharge or disposal of pollutants of any sort in connection with either your business or property. If we ask, you will defend any lawsuits, investigations or prosecutions brought against us or any of our directors, officers, employees and agents in connection with any failure by you to carry on your business, and maintain your assets and property in accordance with all applicable environmental laws and regulations, or arising from any release, deposit, discharge or disposal of pollutants of any sort in connection with either your business or property. Your obligation under this section continues even after the Facilities have been repaid or cancelled or this Agreement has terminated.

5.6 INDEMNITY: You hereby indemnify and agree to hold CIBC harmless from all losses, damages, costs, demands, claims, expenses (including out-of-pocket expenses) and other consequences which CIBC may incur, sustain or suffer, other than pursuant to its own negligence or wilful misconduct, in relation to any of your Facilities or any Security, or enforcing or protecting the provisions thereof, including, without limitation, legal and other professional expenses reasonably incurred by CIBC and whether incurred in defending any action brought against CIBC, or in any proceedings brought by CIBC against you, any guarantor of your liabilities to CIBC hereunder or with respect to your or any guarantor's property charged or pledged to CIBC for the purpose of protecting, taking possession thereof, holding or realizing thereon, or otherwise in connection herewith.

6 <u>GENERAL</u>

6.1 CALCULATIONS RELATING TO FINANCIAL COVENANTS: All calculations relating to financial covenants may be done, at our option on a consolidated basis, as indicated in the Letter, and each amount derived from your profit and loss statement shall be calculated as the total of such amount during your four most recently-completed fiscal quarters (or, if agreed upon by us in our sole discretion, during your most recently-completed fiscal year), as shown in your most recent financial statements delivered to us.

6.2 REPORTING REQUIREMENTS: We may, at our option and as indicated in the Letter, require certain reports to be delivered on a consolidated or unconsolidated basis.

6.3 OUR PRICING POLICY: The fees, interest rates and other charges for your banking arrangements with us are dependent upon each other. Accordingly, if you cancel or do not follow through with, in the manner originally contemplated, any of these arrangements, we reserve the right to require payment by you of increased or added fees, interest rates and charges as a condition of the continuation of your banking arrangements.

6.4 OUR RIGHTS RE: DEMAND FACILITIES: We may, at our discretion, demand immediate repayment of any outstanding amount under any demand Facility. We may also, at any time, and for any reason, cancel the unused portion of any demand Facility.

6.5 PRE-CONDITIONS: You may use the Facilities granted to you in the Letter only if:

a) We have received properly signed copies of all documentation that we may require in connection with the Facilities, the operation of your accounts and your ability to borrow and give us the Security we require;

b) All the required Security has been received and, if we require it, registered to our satisfaction;

c) Any special provisions or conditions set forth in the Letter have been complied with; and

d) If applicable, you have given us the required number of days notice for drawing under a Facility.

6.6 STANDARD ARM'S LENGTH WAIVER: In the event that any funds borrowed under a Facility will be used for the purpose of purchasing stocks, bonds, mutual fund units or shares or other securities (the "Securities") from a CIBC subsidiary (the "Company") which may be held in a hypothecated account, or to open an investment account with a Company for purposes of purchasing Securities (an "Account"), you acknowledge that:

a) You have discussed the purchase of such Securities or the opening of the Account with a representative of the Company.

b) The Letter (including any Facility used for the purposes outlined in this section) is an entirely separate transaction from the purchase of such Securities or the opening of an Account with the Company, and the obligations to CIBC with respect to the Facility will not in any way be affected by any advice that may have been given or representations that may have been made by the Company representative with respect to the Securities or the advisability of purchasing them or opening an Account or by any dispute that may arise in relation to the Securities or the Account, or with the Company or any investment manager of the Company, or obligation in relation to the Securities or the Account or any obligation of the Company or the investment manager of the Company.

c) Even though the Company may be a subsidiary of CIBC, there is no obligation to obtain credit under a Facility from CIBC in connection with the purchase of Securities or opening an Account with the Company. CIBC's decision to provide credit under a Facility will be based solely on CIBC's lending and security requirements.

6.7 NOTICE OF DEFAULT: You will promptly notify us of the occurrence of any event that is an Event of Default (or any that would be an Event of Default if the only thing required is either notice being given or time elapsing, or both).

6.8 MISCELLANEOUS: You allow us to provide particulars of any of the Facilities where we determine it is necessary for purposes of approving, setting up, maintaining, renewing, amending, restating, replacing or discharging any Facility or any Security, and you allow us to give a copy of this Agreement and any Security granted by you or any other person to CIBC, to each existing guarantor (as well as to any future guarantors) and any signing officer of the business that we have on file as an authorized signing officer, each as we may determine necessary, together with copies of all renewals, replacements, restatements, supplements or amendments to this Agreement or any Security.

6.9 CONFIDENTIALITY: The terms of this Agreement are confidential between you and us, and accordingly you will not disclose the contents of this Agreement to anyone except your professional advisors or except as may be required by law.

6.10 ASSIGNMENT/PARTICIPATION AND CONSENT TO INFORMATION RELEASE: You acknowledge that we may assign, or offer a participation in, the Facilities, or your liabilities thereunder, to an assignee or participating third party, other entity, CIBC subsidiary or CIBC business unit (the "beneficial owner"), whether or not such beneficial owner is named in this Agreement or any other document referencing such Facilities. You agree that we may disclose any information relating to such Facilities (including any personal guarantee) to such beneficial owner (including, without limitation, any personal information), or its agents, any assignee of such beneficial owner, and any Service Provider (as defined below). Personal information includes all information provided by a principal of the business or a guarantor of your debt or other information obtained by us in connection with your credit application and/or the credit agreement, and any ongoing information and documentation about you, any guarantor of your debt, or your Facilities, to the extent required by the beneficial owner, its agent or assignee, or any service provider, to enable such person to administer the Facilities and exercise its rights thereunder. "Service Provider" means a person or entity that has been engaged in connection with the servicing, maintenance, collection or operation of your Facilities or the provision of services or benefits to you and/or any guarantor of your debt (including loyalty programs). You may not transfer or assign this Agreement or any Facility without CIBC's express written consent.

6.11 WAIVER: No delay on our part in exercising any right or privilege will operate as a waiver thereof, and no waiver of any failure or default will operate as a waiver thereof unless made in writing and signed by an authorized officer of us, or will be applicable to any other failure or default.

6.12 COUNTERPARTS: This Agreement may be executed in one or more counterparts, which together shall constitute one agreement.

6.13 NOTICE: Any communication or notice to be given with respect to the Facilities may be effectively given by delivering the same at the addresses set out herein (or as set out in any Guarantee or other documentation provided to CIBC in relation to the Facilities), or by sending the same by facsimile, or by regular or prepaid registered mail to the parties at such addresses. Any notice so mailed will be deemed to have been received on the fifth (5th) day next following the mailing thereof, provided that postal service is in normal operation during such time. Any facsimile notice will be deemed to have been received on transmission if sent on a Business Day and, if not, on the next Business Day following transmission. Any notice delivered by hand (including without limitation, by courier) will be deemed received on the date of delivery. Either party may from time to time notify the other party, in accordance with this section, of any change of its address which thereafter will be the address of such party for all purposes of the Facilities. It is your responsibility to notify CIBC of any change to your address and the address of any Guarantor. If CIBC is not advised of such change of address, the last known address we have will be deemed to be the current address for purposes of notice and service hereunder.

6.14 LIMITATION PERIOD: To the extent permitted by law, a party to this Agreement (the "Claiming Party") may bring an action in respect of any loss or damage that occurs as a result of an act or omission on the part of another party (the "Defaulting Party") within six (6) years from the date (i) the Claiming Party first knew the loss or damage occurred and was contributed to by an act or omission of the Defaulting Party, or (ii) on which a reasonable person with the abilities and circumstances of the Claiming Party ought to have known of the matters referred to in (i) above. This provision does not apply to Agreements that are governed by the laws of the Province of Quebec.

7 REVOLVING FACILITIES

A revolving Facility (including a Revolving Term Facility unless otherwise indicated) may also be referred to in this Agreement as a Line of Credit. Unless otherwise stated in the Letter, the following terms apply to each Facility that is described in the Letter as a revolving Facility (including a Revolving Term Facility unless otherwise indicated).

7.1 CHANGES: The Facility offered, the Credit Limit, the interest rate, interest rate spread, minimum payments required and other terms of the Facility and the Agreement may be changed at our sole discretion and without prior notice (unless otherwise required). Such changes will take effect immediately or, in the event that we are required to provide you with prior notice under an applicable statute, regulation or otherwise, will take effect on the date indicated in such notice. These changes may apply to all amounts owing on or arising after the date that you receive notice of the change. If agreement to such change is required by applicable law, regulation or otherwise, if you continue to use the Facility after the date on which such changes will take effect (as may be indicated in any notice we send to you), you will be deemed to have agreed to any such change.

7.2 We may, without notice to you, return any debit from your Operating Account to which your Line of Credit is attached that, if paid, would result in the Credit Limit for that particular Facility being exceeded, unless you have made prior arrangements acceptable to CIBC. If we pay any of these debits, you must repay us immediately the amount by which the Credit Limit for that particular Facility is exceeded.

7.3 CREDIT LIMIT: If you exceed your Credit Limit on any Facility, we may not advance money, even if we have done so in the past. In cases where we do advance money when you have exceeded your Credit Limit on any Facility, you agree to repay the excess amount immediately.

7.4 CIRCULAR PAYMENTS: You agree not to use each revolving Facility to move debt from one Facility to another. If nevertheless you use a revolving Facility to make a payment on another Facility, then you must deposit, to the Operating Account to which the revolving Facility is attached, from other sources, in addition to any other amount you are required to deposit, the amount of such payment.

7.5 MARGINS: If any of your revolving Facilities are margined, the available Credit Limit of that Facility is the lesser of the Credit Limit stated in the Letter for that particular Facility and the amount calculated using the Monthly Statement of Available Credit Limit (or any other report which CIBC requires for this purpose), as (a) the Market Value of such assets against which the Credit Limit is margined, or (b) otherwise required under "Reporting Requirements" in the Letter, each as applicable for that particular margined Facility.

8 NON-REVOLVING FACILITIES

A non-revolving Facility may also be referred to as a Term Facility. Unless otherwise stated in this Agreement, the following terms apply to each Facility that is described in this Agreement as a non-revolving Facility. The terms of this section shall also apply to all Revolving Term Facilities unless otherwise indicated.

8.1 CHANGES: CIBC may at any time change the interest rate, interest rate spread, term, other terms of a Loan, and the type of repayment we require, including, without limitation, changing a blended payment Loan to payments of principal plus interest, or to any other type of Loan. We may also change the amortization period on a Loan, the amount of the regular instalment payments to be made and/or the frequency of the instalment payments, each without advanced notice (unless required by an applicable law, regulation or otherwise) and such changes will become effective immediately (unless we are required to give prior notice by applicable law, regulation or otherwise, in which case the change will take effect on the date indicated in the notice). If we make any such changes, we will notify you.

8.2 RENEWAL AGREEMENT: If your Term Facility is not paid in full by the last regular payment date indicated in the Letter, we may offer to amend the terms and conditions of such Facility by sending you a renewal agreement which will extend the term of the Facility, and which may change, among other things, your interest rate, your regular payment amount, payment frequency, the amortization period and the type of payments required (blended, interest only or principal plus interest). Accrued interest to the renewal date may be added to your outstanding Loan amount. Unless otherwise stated in the renewal agreement, all other terms and conditions of your Term Facility will remain the same. If you do not pay the balance owing on your Facility at the end of the term, you will be conclusively deemed to have accepted our offer on the terms and conditions set out in the renewal agreement. If you do not accept our offer, you will be required to immediately repay all amounts owing including outstanding principal, interest and other applicable charges.

8.3 PAYMENTS: Any payment we receive that is applied to a non-revolving Facility is applied first to overdue interest, then to current interest owing, then to overdue principal, then to any fees and charges owing, and finally to current principal.

8.4 INTEREST ON FIXED RATE LOANS: The interest rate specified in this Agreement for each Fixed Rate Loan that you have not yet drawn will be fixed on the date of advance of the Loan. We will notify you of the actual interest rate on the date of advance. The interest rate quoted in this Agreement is used for reference purposes only, being the rate that would have been applicable if the Loan had been advanced on the date of this Agreement.

8.5 PREPAYMENT: The following terms apply to any Term Facility, except Farm Mortgage Loans or Revolving Term Facilities:

a) If you are repaying a Variable Rate Loan in instalments of principal plus interest, and you are not in default, you may prepay all or part of the Term Facility at any time without notice or penalty.

b) Subject to paragraph (c) below, you may prepay all or part of a Fixed Rate Loan on the following condition. You must pay us, on the prepayment date, a prepayment fee equal to the greater of (i) three months' interest on the Loan calculated at your existing annual interest rate on the date of prepayment (plus any discount you received on your existing annual interest rate), on the amount prepaid, and (ii) the Interest Rate Differential for the remainder of the term of the Loan, determined in accordance with the standard formula used by CIBC in these situations. For prepayment fee calculations, see the "Interest Rate Differential Calculation below.

c) If (a) you are a corporation, (b) the Fixed Rate Loan being prepaid is secured by a mortgage or hypothec on immovables, and (c) the initial term or any renewal term of the Fixed Rate Loan is more than five years, you may prepay all or part of the Fixed Rate Loan at any time after the date that is five years from the date the Fixed Rate Loan was advanced to you or the most recent date as of which the Fixed Rate Loan has been renewed for a new term, as the case may be, in addition to principal and interest to the date of such prepayment and instead of notice, three months' further interest calculated at your existing annual interest rate on the date of prepayment (plus any discount you received on your existing annual interest rate) on the principal amount prepaid.

d) We will apply the prepayment against instalments in reverse order of due date.

e) The prepayment fee required by paragraph (b) above is not applicable to any Fixed Rate Loans in an original principal amount of less than $100,000 granted to a sole proprietor or individual unless it is secured by a collateral mortgage or hypothec on immovables.

8.6 REPAYMENT OF COMMITTED INSTALMENT LOANS: Each non-revolving Facility that is a Committed Instalment Loan is payable in regular instalments as indicated in the Letter, but is repayable in full upon the occurrence of an Event of Default.

8.7 REPAYMENT OF DEMAND INSTALMENT LOANS: Each non-revolving Facility that is a Demand Instalment Loan is repayable in full upon demand by CIBC notwithstanding that certain Facilities in the Letter indicate that regular instalments (or interest only) are payable and refers to a Last Regular Scheduled Payment Date.

8.8 COLLATERAL MORTGAGE AND PREPAYMENT: If the Fixed Rate Loan is secured by a mortgage or hypothec on immovable, the applicable document is amended by deletion of all terms (if any) that relate to prepayment of the Fixed Rate Loan. The only prepayment terms that apply to the Fixed Rate Loan are the ones set forth in this Agreement.

8.9 INTEREST RATE DIFFERENTIAL CALCULATION: For the purpose of calculating prepayment fees noted above, "Interest Rate Differential for the remainder of the term" means:

a) in the case of a Farm Mortgage Loan, the difference between the cost of funds to CIBC for the relevant term on the date the Farm Mortgage Loan was advanced and the cost of funds to CIBC to reinvest in a Farm Mortgage Loan for a term equal to the closest lower annual term of the remaining period of the Farm Mortgage Loan on the date the prepayment is calculated (as indicated in the Fixed Rate Farm Mortgage Loan Reinvestment Table below) multiplied by the amount of the Loan being prepaid, (assuming that interest was payable monthly on the Farm Mortgage Loan) multiplied by the remaining period of the Farm Mortgage Loan in months, divided by 12; and

b) in the case of a Fixed Rate Fixed Term Loan, the difference between the net present value of the Fixed Rate Fixed Term Loan and the amount being prepaid. For purposes of calculating the Interest Rate Differential for the remainder of the term for Fixed Rate Fixed Term Loans, the calculation of "net present value of the Fixed Rate Fixed Term Loan" is based on a formula (determined by CIBC in accordance with its usual banking practice) that takes into account (i) CIBC's cost of funds for the Fixed Rate Fixed Term Loan at the time the Loan was made, (ii) the number of interest periods (i.e. weekly, monthly, quarterly, etc.) remaining in the term of the Fixed Rate Fixed Term Loan (calculated from the beginning of the last interest period that falls on or before the date of prepayment), (iii) the amount of principal and interest that would have been payable for each regularly scheduled payment period (i.e. weekly, monthly, quarterly etc.) and/or interest period, as the case may be, had the Fixed Rate Fixed Term Loan not been prepaid, (iv) the remaining amortization period of the Fixed Rate Fixed Term Loan, and (v) CIBC's cost of funds to provide a new Fixed Rate Fixed Term Loan on the date of prepayment for a term closest to the remaining period of the Fixed Rate Fixed Term Loan for which CIBC has posted interest rates (as indicated in the Fixed Rate Fixed Term Loan Reinvestment Table below).

The following table indicates the term that CIBC will use to calculate the Interest Rate Differential for the remainder of the term by setting out the period that CIBC will use as the remaining term to reinvest in a Fixed Rate Farm Mortgage Loan or Fixed Rate Loan for a fixed term, as the case may be. Column A lists the remaining period in the term of the Fixed Rate Farm Mortgage Loan or Fixed Rate Fixed Term Loan, and Column B lists the term used to determine the cost of funds to CIBC to reinvest in the same type of Loan on the prepayment date:

Fixed Rate Farm Mortgage Loan Reinvestment Table	
Column A	**Column B**
Less than or equal to 3 months	Monthly basis
Greater than 3 months and less than or equal to 23 months	1 year
Greater than 23 months and less than or equal to 35 months	2 years
Greater than 35 months and less than or equal to 47 months	3 years
Greater than 47 months and less than or equal to 59 months	4 years
Greater than 59 months and less than or equal to 83 months	5 years
Greater than 83 months and less than or equal to 119 months	7 years
120 months or greater	10 years

Fixed Rate Fixed Term Loan Reinvestment Table	
Column A	**Column B**
Less than or equal to 3 months	Monthly basis
Greater than 3 months and less than or equal to 17 months	1 year
Greater than 17 months and less than or equal to 29 months	2 years
Greater than 29 months and less than or equal to 41 months	3 years
Greater than 41 months and less than or equal to 53 months	4 years
Greater than 53 months and less than or equal to 77 months	5 years
Greater than 77 months and less than or equal to 101 months	7 years

For sample calculations, or to find out the amount of the Interest Rate Differential for the remainder of the term on your Fixed Term Fixed Rate Loan, please contact CIBC.

9 LETTERS OF CREDIT (L/Cs)

Unless otherwise agreed in the documentation described in the "Standard Agreements" section below or in other documentation, the following terms apply to each Letter of Credit issued by CIBC pursuant to this Agreement.

9.1 REIMBURSEMENT, PAYMENT OR PREPAYMENT: You agree, forthwith upon demand, to provide CIBC with cash in the proper currency to meet each drawing that CIBC is required to pay under an L/C or to reimburse CIBC for each drawing that CIBC has paid under an L/C or L/C Acceptance. If we demand payment of any Letter of Credit Facility, or if you elect to permanently repay or terminate any Letter of Credit Facility, and we have any obligation to a beneficiary or holder of any L/C, L/C Acceptance or other similar instrument which remains outstanding under that Letter of Credit Facility, you must provide CIBC with cash, in the same currency as the L/C or L/C Acceptance, or marketable securities satisfactory to us (collectively the "Cash Collateral") in an amount equal to CIBC's maximum potential liability under the L/C or L/C Acceptance, or otherwise under any Facility. We shall release any Cash Collateral that is no longer required for such purposes.

9.2 L/C FEES: Unless you have made other arrangements with us, we will automatically debit your Operating Account for all fees payable with respect to L/Cs or L/C Acceptances.

9.3 STANDARD AGREEMENTS: The terms and conditions of our standard Application for Irrevocable Documentary Credit or Application for Standby Letter of Credit, as applicable, and any of our other standard documentation relating to L/C's or L/C Acceptances, in effect from time to time will be applicable to each L/C or L/C Acceptance, as applicable, whether or not any such Application or other documentation has been executed by you or on your behalf. A copy of any such Application or other documentation is available from CIBC.

9.4 DEFINITIONS:

"L/C Acceptance" means a draft (as defined under the Bills of Exchange Act (Canada)) payable to the beneficiary of a documentary L/C which the L/C applicant or beneficiary, as the case may be, has presented to us for acceptance under the terms of the L/C.

"Letter of Credit" or "L/C" means a documentary or stand-by letter of credit, a letter of guarantee, or a similar instrument in form and substance satisfactory to us.

"Letter of Credit Facility" means any Facility in the Letter made available by way of documentary import L/Cs and L/C Acceptances or standby L/Cs, including, without limitation, a Documentary Import Letters of Credit Facility, a US Dollar Documentary Import Letters of Credit Facility, a Standby Letters of Credit/Letters of Guarantee Facility, and a US Dollar Standby Letters of Credit/Letters of Guarantee Facility.

10 DEFINITIONS

10.1 In this Agreement "you" and "your" refer to the customer in whose favour, subject to the terms of this Agreement, the Facilities are established (and for greater certainty, if the customer is a business, such terms refer to the business and not a key principal, principal, guarantor or signing officer of the business), and "CIBC", "we", "us" and "our" refer to Canadian Imperial Bank of Commerce.

10.2 Unless otherwise stated in this Agreement:

"Affiliate" means any other person or entity that directly or indirectly controls, is controlled by, or is under direct or indirect common control with you and includes any person or entity in like relation to an Affiliate. One person or entity shall be deemed to control another person or entity if the first person or entity possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person or entity, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means the Letter, including this Schedule and any other Schedules to the Letter, as amended, renewed, replaced or supplemented from time to time.

"Amendment Fee" means the fee charged for each amendment request by you. The amendment fee compensates us for the due diligence, analysis and administration necessary to amend your Facility(ies).

"Annual Review Fee" means the fee charged when you are renewing an existing Facility(ies). The annual review fee compensates us for the due diligence and financial statement analysis necessary to renew your Facility(ies).

"Business Day" means any day excluding Saturday, Sunday and excluding any day which is a legal holiday in the province or territory where you have your Operating Account.

"Capital Expenditures" means the outlay of money to acquire or improve capital assets such as buildings, machinery, vehicles, etc.

"Cash Flow" means the EBITDA, less unfunded Capital Expenditures and Debt Service.

"CIBC Base Rate" means the current posted interest rate per year which varies by term as declared by CIBC for CIBC brand closed fixed rate fixed term loans in Canada.

"CIBC Residential Mortgage Rate" means the current posted interest rate per year which varies by term as declared by CIBC Mortgages Inc. for CIBC brand closed fixed rate residential Canadian dollar mortgage loans in Canada.

"Committed Instalment Loan" means a loan that is payable in regular instalments and is repayable in full upon the occurrence of an Event of Default. Such Committed Instalment Loan may be either a Fixed Rate Loan or a Variable Rate Loan

"cost of funds to CIBC" or "CIBC's cost of funds" for purposes of calculating the Interest Rate Differential for the remainder of the term is the "Transfer Price Rate" as determined by CIBC's Treasury Balance Sheet and Risk Management area based on Canadian cash and swap markets for the date on which cost of funds is being determined.

"Credit Limit" means, in respect of any Facility, the credit limit indicated in the Letter.

"Creditor Insurance" means the type of insurance whereby the insurer agrees to pay off the insured outstanding Facility balances or debts of individuals in the event of death.

"Current Assets" means cash, accounts receivable, inventory and other assets that are likely to be converted into cash, sold, exchanged or expended in the normal course of business within one year or less, excluding amounts due from related parties.

"Current Liabilities" means debts that are or will become payable within one year or one operating cycle, whichever is longer, and which will require Current Assets to pay. They usually include accounts payable, accrued expenses, deferred revenue, operating loans and the current portion of long-term debt.

"Current Ratio" means the result of Current Assets divided by Current Liabilities.

"Debt" includes (i) an obligation for borrowed money, (ii) an obligation evidenced by a note, bond, debenture or other similar instrument, (iii) an obligation for the deferred purchase price of property or services, (iv) a capitalized lease obligation, (v) a guarantee, indemnity or financial support obligation, determined in accordance with GAAP, (vi) an obligation (of you or any other person or entity) secured by a Lien on any of your property, even though you have not otherwise assumed or become liable for the payment of such obligation, (vii) an obligation arising in connection with an acceptance facility or letter of credit issued for your account, and (viii) a capital share that is redeemable by you either at a fixed time or on demand by the holder of such share, valued at the maximum purchase price at which you may be required to redeem, repurchase or otherwise acquire such share.

"Debt Service" means EBITDA minus the current portion of long-term debt and interest expense.

"Debt Service Ratio" means the ratio of X to Y, where X is (i) EBITDA, in the case of a corporation; or (ii) EBITDA less partners' draws in the case of a partnership; or (iii) EBIDA less proprietor's draws, in the case of a sole proprietorship; and Y is the current portion of long term debt, plus interest expense

"Debt to Effective Equity Ratio" means the ratio of X to Y, where X is Debt, less all Postponed Debt, and Y is the total of Shareholders' Equity, plus all Postponed Debt, less: (i) amounts due from/investments in related parties and (ii) Intangibles, if Customer is a corporation.

"Demand Instalment Loan" means a loan that is repayable in regular instalments (or interest only) as indicated in the Letter and is repayable in full upon demand, even if certain Facilities in the Letter indicate that regular instalments (or interest only) are payable and there is reference to a Last Regular Scheduled Payment Date. Such Demand Instalment Loan may be either a Fixed Rate Loan or a Variable Rate Loan.

"Dividends" means payments to shareholders reflected as a charge against retained earnings. Dividends may be paid on both preferred and common shares. Dividends must be approved by the company's board of directors, and may only be declared if the company meets specified financial tests.

"EBIT" means earnings before interest and income taxes.

"EBITDA" means earnings before income taxes, plus interest and depreciation/amortization.

"EDC Receivable Value" means at any time, the value of your EDC Receivables. For purposes of this valuation we exclude any receivable (i) that is not subject to the Security, (ii) that is subject to any Lien not specifically permitted by us, (iii) that does not satisfy EDC's eligibility criteria for accounts receivable insurance, (iv) that is subject to any offset or counterclaim or compensation by the applicable account debtor, (v) that is payable in a currency that is not acceptable to us, (vi) that is owed by an Affiliate or any employee, agent or representative of you or an Affiliate, or (vii) that is otherwise excluded by us in our reasonable discretion.

"EDC Receivables" means your receivables that are insured by accounts receivable insurance of Export Development Canada in good standing which has been assigned to CIBC in form acceptable to us.

"Effective Equity" means Shareholders' Equity, plus all Postponed Debt less (i) amounts due from/investments in related parties and (ii) Intangibles.

"Event of Default" means, in connection with any Committed Instalment Loan (even if that Committed Instalment Loan has not yet been drawn), the occurrence of any of the following events (or the occurrence of any other event of default described in this Agreement, in any of the Security or in any other agreement or document you have signed with us):

a) You do not pay, when due, any amount that you are required to pay us under this Agreement or otherwise, or you do not perform any of your other obligations to us under this Agreement or otherwise.

b) Any part of the Security terminates or is no longer in effect, without our prior written consent.

c) You cease to carry on your business in the normal course, or it reasonably appears to us that that may happen.

d) A representation that you have made (or deemed to have made) in this Agreement or in any Security is incorrect or misleading in any material respect.

e) If you are a corporation, there is, in our reasonable opinion, a change in effective control of the corporation, or if you are a partnership, there is a change in the partnership membership.

f) We believe, in good faith and upon commercially reasonable grounds, that all or part of the property subject to any of the Security is or is about to be placed in jeopardy or that an event has occurred that has a Material Adverse Effect.

g) The holder of a Lien takes possession of all or part of your property; or a distress, execution or other similar process is levied against any such property.

h) You:

(i) become insolvent;

(ii) are unable generally to pay your debts as they become due;

(iii) make a proposal in bankruptcy, or file a notice of intention to make such a proposal;

(iv) make an assignment in bankruptcy;

(v) bring a court action to have yourself declared insolvent or bankrupt; or someone else brings an action for such a declaration; or

(vi) you default in payment or breach any other obligation to any of your other creditors.

i) If you are a corporation:

(i) you are dissolved;

(ii) your shareholders or members pass a resolution for your winding-up or liquidation;

(iii) someone goes to court seeking your winding-up or liquidation, or the appointment of an administrator, conservator, receiver, trustee, custodian or other similar official for you or for all or substantially all your assets; or

(iv) you seek protection under any statute offering relief against the company's creditors.

If there is more than one borrower and forfeiture of the term is incurred by any one borrower, then it also means there is forfeiture of the term for all other borrowers.

"Excess Interest Rate", means the variable reference interest rate per year declared by CIBC from time to time to be its interest rate on accounts that exceed their authorized Credit Limit, which is currently an annual rate of 21%.

"Excluded Taxes" means Taxes imposed on CIBC's overall net income or franchise taxes, taxes on doing business or taxes measured by our capital or net worth.

"Fixed Charge Coverage Ratio" means the ratio of X to Y, where X is EBITDA, less the sum of cash taxes, Dividends and net shareholder and related party disbursements, and Y is principal and interest payments.

"Fixed Rate Loan" means a non-revolving Facility on which interest is calculated at a fixed rate of interest.

"Funded Debt" means the aggregate of all obligations or borrowings bearing interest. This may include all obligations for the deferred payment of the purchase of property, all capital lease obligations, all indebtedness secured by purchase money security interests and the amount of any contingent liabilities such as guarantees or other financial assistance provided in respect of the liabilities of a third party. This usually excludes Postponed Debt if it is from a primary shareholder.

"Funded Debt to EBITDA Ratio" means the ratio of X to Y, where X is the total Funded Debt and Y is EBITDA.

"Funded Debt to Total Capital Ratio" means the ratio of X to Y, where X is the total of Funded Debt, and Y is the Total Capital.

"GAAP" or "Generally Accepted Accounting Principles" means those accounting principles which are recognized as being generally accepted in Canada and which are in effect from time to time as set out in the handbook published by the Canadian Institute of Chartered Accountants. If you have, or the party to which references to GAAP are intended to apply has, adopted International Financial Reporting Standards ("IFRS"), then the applicable references in this Agreement to GAAP or Generally Accepted Accounting Principles may be interpreted to mean IFRS, but only if CIBC has consented to such change.

"Hypothecated Account" includes a mutual fund account, a CIBC Private Investment Counsel Inc. (formerly TAL Private Management) PFA (Pooled Fund) account, a CIBC Trust account, a CIBC Private Investment Counsel Inc. (formerly TAL Management) Custodial account or a Personal Portfolio Services account held at CIBC Trust Inc., or any other account in which Liquid Securities are maintained.

"Interest Coverage Ratio" means the ratio of X to Y, where X is EBIT and Y is interest expense.

"Intangibles" means assets of the business that have no value in themselves but represent value in the context of the business operation, including, without limitation, such personal property as goodwill; copyrights, patents and trademarks; franchises; licences; leases; research and development costs; capitalized advertising costs; organization costs; exploration permits; and deferred development costs.

"Inventory Value" means, at any time, the value of your inventory, determined at the lower of cost and market on a first-in, first-out basis. For purposes of this valuation we exclude any inventory (i) that is work-in-progress, (ii) that is not located in Canada, (iii) that is not subject to the applicable duly perfected Liens created by the Security, (iv) that is subject to any Lien not specifically permitted by us, (v) that may be seized by your landlord, (vi) that is obsolete or not readily saleable in the ordinary course of business, (vii) that has not been paid for in full and is subject to a right of repossession; or (viii) that is otherwise excluded by us in our reasonable discretion. For any margined agricultural Facilities, see also the definition of "Inventory Value" applicable to such Facilities below under "Agricultural Facilities".

"Investment" means any direct or indirect investment in or purchase or other acquisition of the securities of or any equity interest in any person or entity, any loan or advance to, or arrangement for the purpose of providing funds or credit to (excluding extensions of trade credit in the ordinary course of business in accordance with customary commercial terms), or capital contribution to, any person or entity, or any purchase or other acquisition of all or substantially all of the property of any person or entity.

"Letter" means the letter agreement between you and CIBC to which this Schedule and any other Schedules are attached, as the same may be amended, restated, supplemented, renewed or replaced from time to time.

"Lien" includes without limitation a mortgage, charge, lien, hypothec, prior claim, security interest or encumbrance of any sort on any property or asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

"Liquid Security" is as defined in the Letter.

"Loan" means a term loan under a Facility.

"Loan Administration Fee" means the monthly fee charged for monitoring and administering any Facility that is a revolving Facility (other than a Revolving Term Facility).

"Market Value" means with respect to any Liquid Security, the value at which such security may be sold in the market by CIBC or its nominee or agent on the date upon which such sale or potential sale is to be made, as determined by CIBC.

"Material Adverse Effect" means a material adverse effect on your business, property, condition (financial or otherwise) or prospects considered as a whole, or a material adverse effect on your ability to perform your obligations under any of this Agreement and the Security.

"Minimum Effective Equity" means the dollar amount below which Effective Equity is not to reduce.

"Normal Course Lien" means a Lien that (a) arises by operation of law or in the ordinary course of business as a result of owning any such asset (but does not include a Lien given to another creditor to secure debts owed to that creditor) and (b), taken together with all other Normal Course Liens, does not materially affect the value of the asset or its use in the business.

"Operating Account" means your Canadian dollar or US dollar business operating account(s) with us selected by us from time to time.

"Other Fees" or "Fees" means any other fees charged for your Facility(ies), which could relate to the type of instrument used in connection with a Facility, the discharge of Security, site inspection fees, environmental reports prepared by us or completed by an environmental engineering company, fees required to be paid for government sponsored programs, etc. The specific reason and amount of the fee is detailed in the Letter or as advised by us.

"Postponed Debt" means Debt (i) where priority of both repayment and security is formally postponed by the holder of such Debt in our favour by a written postponement satisfactory to us, (ii) incurred without breaching any obligation to us and at a time when you are not in default of any obligation to us, (iii) no principal of which is repayable so long as any amount is owed by you to us (or until such earlier date as we may agree in writing), (iv) which is not secured by any covenant that is more onerous than or in excess of the covenants in our favour in this Agreement.

"Prime Rate" means a fluctuating annual interest rate equal at all times to the reference rate of interest (however designated) by CIBC for determining interest chargeable by us on loans in Canadian dollars made in Canada.

"Prior Ranking Claims" means, at any time, any of your liabilities that ranks, in right of payment in any circumstances, equal to or in priority to any of your liabilities to us. Examples are unpaid wages, salaries and commissions, unremitted source deductions for vacation pay, arrears of rent, unpaid taxes, amounts owed in respect of worker's compensation, amounts owed to unpaid vendors who have a right of repossession, and amounts owing to creditors which may claim priority by statute or under a Purchase Money Lien.

"Purchase Money Lien" means any Lien which secures a Purchase Money Obligation permitted by this Agreement, provided that such Lien is created not later than 30 days after such Purchase Money Obligation is incurred and does not affect any asset other than the asset financed by such Purchase Money Obligation.

"Purchase Money Obligation" means any Debt (including without limitation a capitalized lease obligation) incurred or assumed to finance all or any part of the acquisition price (and not exceeding the fair market value) of any asset acquired by you.

"Receivable Value" means, at any time, the value of your receivables. For purposes of this valuation we exclude any receivable (i) that is not subject to the Security, (ii) that is subject to any Lien not specifically permitted by us, (iii) that has been outstanding for a period greater than that indicated in the Letter in the margin section of the applicable Facility, (iv) that is subject to any offset or counterclaim or compensation, (v) that is owed by any person or entity whose principal place of business is located outside Canada or the United States of America, (vi) that is payable in a currency that is not acceptable to us, (vii) that is owed by an Affiliate or any employee, agent or representative of you or an Affiliate, (viii) with respect to which a cheque, note, draft or other payment instrument has not been honoured in accordance with its terms, (ix) that is owed by any person or entity that is insolvent or is otherwise doubtful of collection in our reasonable opinion, or (x) that is otherwise excluded by us in our reasonable discretion.

"Revolving Term Facility" means a Revolving Term Facility indicated in the Letter, and includes a Revolving Farm Term Facility.

"Security" means any security (including, without limitation, any guarantee) held by us for your indebtedness, obligations and liabilities to us, whether granted in respect of a particular Facility or all Facilities.

"Shareholders' Equity" means the total shareholders' equity (or, as the case may be, partners' capital or proprietor's capital) that would be shown on your balance sheet prepared in accordance with GAAP but excluding (i) any accounts owed to you by an Affiliate or any shareholder, director, officer, employee, agent or representative of you or an Affiliate, and (ii) any intangibles such as, without limitation, goodwill, copyrights, patents, trademarks, franchises, licences, leases, research and development costs, and deferred development costs.

"Standby Fee" means the fee that applies to the unused portion of any Facility that is a revolving Facility (other than a Revolving Term Facility). For example, if the total approved amount of a revolving Facility is $100,000 and the unused portion over the month is $60,000, then $60,000 is multiplied by the Standby Fee percentage (%) and divided by twelve to determine the Standby Fee payable per month.

"Structuring Fee" means the fee charged when you are requesting a new Facility. The structuring fee provides compensation for the time spent by CIBC to process your Facility application.

"Subsidiary" means any person or entity of which you, directly or indirectly, beneficially own or control, shares or other equity units having ordinary voting power to elect a majority of the board of directors or other individuals performing comparable functions, or which are entitled to or represent more than 50% of the owners' equity or capital or entitlement to profits, and shall include any other person or entity in like relationship to a Subsidiary of you.

"Taxes" means all income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings now or hereafter imposed, levied, collected, withheld or assessed and includes sales taxes, value added taxes and goods and services taxes.

"Total Capital" means Shareholders' Equity.

"US Base Rate" means a fluctuating annual interest rate equal at all times to the reference rate of interest (however designated) by CIBC for determining interest chargeable by CIBC on loans in US dollars made in Canada.

"Variable Rate Loan" means a non-revolving Facility on which interest is calculated at a fluctuating rate of interest.

"Withdrawals" means money paid to the owners of the Company beyond normal salaries or transfers to related parties.

"Working Capital" means the dollar amount that Current Assets less Current Liabilities is not to reduce below.

10.3 AGRICULTURAL FACILITIES: The following definitions apply to any Farm Operating Line of Credit, Farm Term Facility, Revolving Farm Term Facility, Farm Improvement and Marketing Cooperatives Loans Act Facility, Farm Mortgage Loan, Farm Provincial Loan Program or Provincial Guaranteed Farm Loan:

"Crops held for sale" means crop production harvested and stored and available for sale.

"Inventory Value" includes the total market value of your inventories listed in the Letter with respect to the applicable Facility, other than

a) inventories supplied by trade creditors who at that time have not been fully paid and would have a right to repossess all or part of such inventories, and

b) those inventories we may from time to time designate.

"Market Livestock" means cattle, hogs or other livestock purchased raised or with intention to feed and sell at market weights.

Tab F

THIS IS **EXHIBIT "F"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

Elec 6100-2008/05
Page 1
For use in PPSA jurisdictions only

Security Agreement

02242, 7125 Woodbine Ave, Markham, ON L3R 1A3
Bank Office

For valuable consideration, the undersigned (the "Customer") agrees with Canadian Imperial Bank of Commerce ("CIBC") as follows:

1. **Grant of Security.** The Customer mortgages, charges and assigns to CIBC, and grants to CIBC, and CIBC takes, a Security Interest in the property described in the following paragraph or paragraphs of this section (as applicable in accordance with the NOTE appearing at the end of this section), and in all property described in any schedules, documents or listings that the Customer may from time to time sign and provide to CIBC in connection with this Agreement, and in all present and future Accessions to, and all Proceeds of, any such property (collectively, the "Collateral") as a general and continuing collateral security for the due payment and performance of the Liabilities:

☐ a) **Specific Personal Property:** the Personal Property described in Schedule A.

☒ b) **All Personal Property:** all of the Customer's present and after-acquired undertaking and Personal Property (including any property that may be described in Schedule A).

☐ c) **All Real Property:** all of the Customer's present and after-acquired real property (including any property that may be described in Schedule A), together with all buildings placed, installed or erected on any such property, and all fixtures.

NOTE: **Check appropriate box or boxes to indicate which of paragraphs (a), (b) or (c) are to apply. If no box is checked off, paragraph (b) will apply.**

1. **Governing Law.** This Agreement is governed by the laws of Ontario.

ADDITIONAL TERMS AND CONDITIONS. The Additional Terms and Conditions (including any schedules) on the following pages form part of this agreement.

The Customer has signed this Agreement on NOVEMBER 21, 2008.

1299746 ONTARIO INC.
Customer's Name (record in full)

2-1655 FELDSPAR CRT
Customer's Address

PICKERING, ON L1W 3R7
City/Town, Province and Postal Code

X
Signature

GARY BODIMZADZ PRESIDENT
Name & Title

X
Signature

Name & Title

Note: If the Customer is a corporation, the office (such as "President" or "Secretary") of the person signing should be noted below that person's signature.

For individuals only, record the following information:				
First and second names in full; surname	Birth Date			Sex
	Year	Month	Day	M/F
				M

CONFIDENTIAL

Schedule A

The following is a description of property included in the Collateral (describe personal property by item or kind; if space is insufficient, use a separate sheet):

Schedule B

The following are the Places of Business (if space is insufficient, use a separate sheet):

Additional Terms And Conditions

2. **Places of Business.** The Customer represents and warrants that the locations of all existing Places of Business are specified in Schedule B. The Customer will promptly notify CIBC in writing of any additional Places of Business as soon as they are established. Subject to section 5, the Collateral will at all times be kept at the Places of Business, and will not be removed without CIBC's prior written consent.
3. **Collateral Free of Charges.** The Customer represents and warrants that the Collateral is, and agrees that the Collateral will at all times be, free of any Charge or trust except in favour of CIBC or incurred with CIBC's prior written consent. CIBC may, but will not have to, pay any amount or take any action required to remove or redeem any unauthorized Charge. The Customer will immediately reimburse CIBC for any amount so paid and will indemnify CIBC in respect of any action so taken.
4. **Use of Collateral.** The Customer will not, without CIBC's prior written consent, sell, lease or otherwise dispose of any of the Collateral (other than Inventory, which may be sold, leased or otherwise disposed of in the ordinary course of the Customer's business). All Proceeds of the Collateral (including among other things all amounts received in respect of Receivables), whether or not arising in the ordinary course of the Customer's business, will be received by the Customer as trustee for CIBC and will be immediately paid to CIBC.
5. **Insurance.** The Customer will keep the Collateral insured to its full insurable value against loss or damage by fire and such other risks as are customarily insured for property similar to the Collateral (and against such other risks as CIBC may reasonably require). At CIBC's request, all policies in respect of such insurance will contain a loss payable clause, and if the Collateral includes real property will contain a mortgage clause, in favour of CIBC and in any event the Customer assigns all proceeds of insurance on the Collateral to CIBC. The Customer will, from time to time at CIBC's request, deliver such policies (or satisfactory evidence of such policies) to CIBC. If the Customer does not obtain or maintain such insurance, CIBC may, but will not have to, do so. The Customer will immediately reimburse CIBC for any amount so paid. The Customer will promptly give CIBC written notice of any loss or damage to all or any part of the Collateral.
6. **Information and Inspection.** The Customer will from time to time immediately give CIBC in writing all information requested by CIBC relating to the Collateral, the Places of Business, and the Customer's financial or business affairs. The Customer will promptly advise CIBC of the Serial Number, model year, make and model of each Serial Number Good at any time included in the Collateral that is held as Equipment, including in circumstances where the Customer ceases holding such Serial Number Good as Inventory and begins holding it as Equipment. CIBC may from time to time inspect any Books and Records and any Collateral, wherever located. For that purpose CIBC may, without charge, have access to each Place of Business and to all mechanical or electronic equipment, devices and processes where any of them may be stored or from which any of them may be retrieved. The Customer authorizes any Person holding any Books and Records to make them available to CIBC, in a readable form, upon request by CIBC.
7. **Receivables.** If the Collateral includes Receivables, CIBC may advise any Person who is liable to make any payment to the Customer of the existence of this Agreement. CIBC may from time to time confirm with such Persons the existence and the amount of the Receivables. Upon Default, CIBC may collect and otherwise deal with the Receivables in such manner and upon such terms as CIBC considers appropriate.
8. **Receipts Prior to Default.** Until Default, all amounts received by CIBC as Proceeds of the Collateral will be applied on account of the Liabilities in such manner and at such times as CIBC may consider appropriate or, at CIBC's option, may be held unappropriated in a collateral account or released to the Customer.
9. **Default.**
   (1) **Events of Default.** The occurrence of any of the following events or conditions will be a Default:
      (a) the Customer does not pay any of the Liabilities when due;
      (b) the Customer does not observe or perform any of the Customer's obligations under this Agreement or any other agreement or document existing at any time between the Customer and CIBC;
      (c) any representation, warranty or statement made by or on behalf of the Customer to CIBC is untrue in any material respect at the time when or as of which it was made;
      (d) the Customer ceases or threatens to cease to carry on in the normal course the Customer's business or any material part thereof;
      (e) if the Customer is a corporation, there is, in CIBC's reasonable opinion, a change in effective control of the Customer, or if the Customer is a partnership, there is a dissolution or change in the membership of the partnership;
      (f) the Customer becomes insolvent or bankrupt or makes a proposal or files an assignment for the benefit of creditors under the *Bankruptcy and Insolvency Act (Canada)* or similar legislation in Canada or any other jurisdiction; a petition in bankruptcy is filed against the Customer; or, if the Customer is a corporation, steps are taken under any legislation by or against the Customer seeking its liquidation, winding-up, dissolution or reorganization or any arrangement or composition of its debts;
      (g) a Receiver, trustee, custodian or other similar official is appointed in respect of the Customer or any of the Customer's property;
      (h) the holder of a Charge takes possession of all or any part of the Customer's property, or a distress, execution or other similar process is levied against all or any part of such property; or
      (i) CIBC, in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy.

(2) **Rights upon Default.** Upon Default, CIBC and a Receiver, as applicable, will to the extent permitted by law have the following rights.

(a) **Appointment of Receiver.** CIBC may by instrument in writing appoint any Person as a Receiver of all or any part of the Collateral. CIBC 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. Any Receiver appointed by CIBC will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the Customer's agent. CIBC may from time to time fix the Receiver's remuneration and the Customer will pay CIBC the amount of such remuneration. CIBC will not be liable to the Customer or any other Person in connection with appointing or not appointing a Receiver or in connection with the Receiver's actions or omissions.

(b) **Dealings with the Collateral.** CIBC or a Receiver may take possession of all or any part of the Collateral and retain it for as long as CIBC or the Receiver considers appropriate, receive any rents and profits from the Collateral, carry on (or concur in carrying on) all or any part of the Customer's business or refrain from doing so, borrow on the security of the Collateral, repair the Collateral, process the Collateral, prepare the Collateral for sale, lease or other disposition, and sell or lease (or concur in selling or leasing) or otherwise dispose of the Collateral on such terms and conditions (including among other things by arrangement providing for deferred payment) as CIBC or the Receiver considers appropriate. CIBC or the Receiver may (without charge and to the exclusion of all other Persons including the Customer) enter upon any Place of Business.

(c) **Realization.** CIBC or a Receiver may use, collect, sell, lease or otherwise dispose of, realize upon, release to the Customer or other Persons and otherwise deal with, the Collateral in such manner, upon such terms (including among other things by arrangement providing for deferred payment) and at such times as CIBC or the Receiver considers appropriate. CIBC or the Receiver may make any sale, lease or other disposition of the Collateral in the name of and on behalf of the Customer or otherwise.

(d) **Application of Proceeds After Default.** All Proceeds of Collateral received by CIBC or a Receiver may be applied to discharge or satisfy any expenses (including among other things the Receiver's remuneration and other expenses of enforcing CIBC's rights under this Agreement), Charges, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by CIBC or the Receiver to preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Charges on the Collateral ranking in priority to any Charge created by this Agreement, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds will be applied to the Liabilities in such manner and at such times as CIBC considers appropriate and thereafter will be accounted for as required by law.

(3) **Other Legal Rights.** Before and after Default, CIBC will have, in addition to the rights specifically provided in this Agreement, the rights of a secured party under the PPSA, as well as the rights recognized at law and in equity. No right will be exclusive of or dependent upon or merge in any other right, and one or more of such rights may be exercised independently or in combination from time to time.

(4) **Deficiency.** The Customer will remain liable to CIBC for payment of any Liabilities that are outstanding following realization of all or any part of the Collateral.

10. **CIBC not Liable.** CIBC will not be liable to the Customer or any other Person for any failure or delay in exercising any of its rights under this Agreement (including among other things any failure to take possession of, collect, or sell, lease or otherwise dispose of, any Collateral). None of CIBC, a Receiver or any agent of CIBC (including, in Alberta, any sheriff) is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Chattel Paper, Securities or Instrument in possession of CIBC, a Receiver or CIBC's agent.

11. **Charges and Expenses.** The Customer agrees to pay on demand all costs and expenses incurred (including among other things legal fees on a solicitor and client basis) and fees charged by CIBC in connection with obtaining or discharging this Agreement or establishing or confirming the priority of the Charges created by this Agreement or by law, compliance with any demand by any Person under the PPSA to amend or discharge any registration relating to this Agreement, and by CIBC or any Receiver in exercising any remedy under this Agreement (including among other things preserving, repairing, processing, preparing for disposition and disposing of the Collateral by sale, lease or otherwise) and in carrying on the Customer's business. All such amounts will bear interest from time to time at the highest interest rate then applicable to any of the Liabilities, and the Customer will reimburse CIBC upon demand for any amount so paid.

12. **Further Assurances.** The Customer will from time to time immediately upon request by CIBC take such action (including among other things the signing and delivery of financing statements and financing change statements, other schedules, documents or listings describing property included in the Collateral, further assignments and other documents, and the registration of this Agreement or any other Charge against any of the Customer's real property) as CIBC may require in connection with the Collateral or as CIBC may consider necessary to give effect to this Agreement. If permitted by law, the Customer waives the right to sign or receive a copy of any financing statement or financing change statement, or any statement issued by any registry that confirms any registration of a financing statement or financing change statement, relating to this Agreement. The Customer irrevocably appoints the Manager or the Acting Manager from time to time of CIBC's branch specified on the first page of this Agreement as the Customer's attorney (with full powers of substitution and delegation) to sign, upon Default, all documents required to give effect to this section. Nothing in this section affects the right of CIBC as secured party, or any other Person on CIBC's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as CIBC or such other Person considers appropriate.

13. **Dealings by CIBC.** CIBC may from time to time increase, reduce, discontinue or otherwise vary the Customer's credit facilities, grant extensions of time and other indulgences, take and give up any Charge, abstain from taking, perfecting or registering any Charge, accept compositions, grant releases and discharges and otherwise deal with the Customer, customers of the Customer, guarantors and others, and with the Collateral and any Charges held by CIBC, as CIBC considers appropriate without affecting the Customer's obligations to CIBC or CIBC's rights under this Agreement.

14. **Definitions.** In this Agreement:

   "Accessions", "Account", "Chattel Paper", "Document of Title", "Equipment", "Goods", "Instrument", "Intangible", "Inventory", "Proceeds", "Purchase-Money Security Interest" and *"Security Interest"* have the respective meanings given to them in 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 Customer (or any Person on the Customer's behalf) has access.

   "Charge" means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), assignment, financial lease, title retention agreement or arrangement, security interest or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property that is prior to the right of any other creditor in respect of such property.

   "Consumer Goods" has the meaning given to it in the PPSA, except that, if this Agreement is governed by the laws of the Yukon, it does not include special consumer goods as that term is defined in the Yukon PPSA.

   "Default" has the meaning set out in subsection 10(1).

   "Liabilities" means all present and future indebtedness and liability of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Customer to CIBC, wherever and however incurred and any unpaid balance thereof.

   "Money" has the meaning given to it in the PPSA or, if there is no such definition, means a medium of exchange authorized or adopted by the Parliament of Canada as part of the currency of Canada, or by a foreign government as part of its currency.

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

   "Personal Property" means personal property and includes among other things Inventory, Equipment, Receivables, Books and Records, Chattel Paper, Goods, Documents of Title, Instruments, Intangibles (including intellectual property), Money, and Securities, and includes all Accessions to such property.

   "Place of Business" means a location where the Customer carries on business or where any of the Collateral is located (including any location described in Schedule B).

   "PPSA" means the Personal Property Security Act in the province or territory noted in section 2 of this Agreement, as such legislation may be amended, renamed or replaced from time to time (and includes all regulations made from time to time under such legislation) and in the case of any province or territory that does not have an act by that name, such legislation as deals generally with Charges on personal property.

   "Receivables" means all debts, claims and choses in action (including among other things Accounts and Chattel Paper) now or in the future due or owing to or owned by the Customer.

   "Receiver" means a receiver or a receiver and manager.

   "Securities" has the meaning given to it in the PPSA or, if there is no such definition and the PPSA defines "security" instead, it means the plural of that term.

   "Serial Number" means the number that the Person who manufactured or constructed a Serial Number Good permanently marked or attached to it for identification purposes or, if applicable, such other number as the PPSA stipulates as the serial number or vehicle information number to be used for registration purposes of such Serial Number Good.

   "Serial Number Good" means a motor vehicle, trailer, mobile home, aircraft airframe, aircraft engine or aircraft propeller, boat or an outboard motor for a boat.

15. **General.**

   (1) **Reservation of the Last Day of any Lease.** The Charges created by this Agreement do not extend to the last day of the term of any lease or agreement for lease; however, the Customer will hold such last day in trust for CIBC and, upon the exercise by CIBC of any of its rights under this Agreement following Default, will assign such last day as directed by CIBC.

   (2) **Attachment of Security Interest.** The Security Interests created by this Agreement are intended to attach

      i) to existing Collateral when the Customer signs this Agreement, and

      ii) to Collateral subsequently acquired by the Customer, immediately upon the Customer acquiring any rights in such Collateral. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

   (3) **Purchase-Money Security Interest.** If CIBC gives value for the purpose of enabling the Customer to acquire rights in or to any of the Collateral, the Customer will in fact apply such value to acquire those rights (and will provide CIBC with such evidence in this regard as CIBC may require), and the Customer grants to CIBC, and CIBC takes, a Purchase-Money Security Interest in such Collateral to the extent that the value is applied to acquire such rights. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the amount of any such value.

   (4) **Description of Collateral in Schedule A.** The fact that box (b) or box (c) of section 1 has been checked without there being any property described in Schedule A does not affect the nature or validity of CIBC's security in the Collateral.

(5) **Entire Agreement.** CIBC has not made any representation or undertaken any obligation in connection with the subject matter of this Agreement other than as specifically set out in this Agreement, and in particular nothing contained in this Agreement will require CIBC to make, renew or extend the time for payment of any loan or other credit accommodation to the Customer or any other Person.

(6) **Additional Security.** The Charges created by this Agreement are in addition and without prejudice to any other Charge now or later held by CIBC. No Charge held by CIBC will be exclusive of or dependent upon or merge in any other Charge, and CIBC may exercise its rights under such Charges independently or in combination.

(7) **Joint and Several Liability.** If more than one Person signs this Agreement as the Customer, the obligations of such Persons will be joint and several.

(8) **Severability; Headings.** Any provision of this Agreement that is void or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions of this Agreement. The headings in this Agreement are for convenience only and do not limit or extend the provisions of this Agreement.

(9) **Interpretation.** When the context so requires, the singular will be read as the plural, and vice versa.

(10) **Copy of Agreement.** The Customer acknowledges receipt of a copy of this Agreement.

(11) **Waivers.** If this Agreement is governed by the laws of Saskatchewan and the Customer is a corporation, the Customer agrees that The Limitation of Civil Rights Act, The Land Contracts (Actions) Act and Part IV (excepting only section 46) of The Saskatchewan Farm Security Act do not apply insofar as they relate to actions as defined in those Acts, or insofar as they relate to or affect this Agreement, the rights of CIBC under this Agreement or any instrument, Charge, security agreement or other document of any nature that renews, extends or is collateral to this Agreement.

(12) **Notice.** CIBC may send to the Customer, by prepaid regular mail addressed to the Customer at the Customer's address last known to CIBC, copies of any document required by the PPSA to be delivered by CIBC to the Customer. Any document mailed in this manner will be deemed to have been received by the Customer upon the earlier of actual receipt by the Customer and the expiry of 10 days after the mailing date. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the mailing date.

(13) **Enurement; Assignment.** This Agreement will enure to the benefit of and be binding upon CIBC, its successors and assigns, and the Customer and the Customer's heirs, executors, administrators, successors and permitted assigns. The Customer will not assign this Agreement without CIBC's prior written consent.

Tab G

THIS IS **EXHIBIT "G"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

Guarantee

02242, 7125 WOODBINE AVE, MARKHAM, ON L3R1A3
Bank Office

For valuable consideration, I, the undersigned guarantor, agree with Canadian Imperial Bank of Commerce ("CIBC") as follows:

1. Customer's Name: The name of the customer whose debts I am guaranteeing is 1299746 ONTARIO INC. O/A COMPUQUEST2000, (the "Customer").
2. Guarantee. I guarantee payment to CIBC of all the Customer's Debts. My liability under this Guarantee is:
   a) ☒ unlimited.
   b) ☐ limited to the principal sum of CDN ____________ plus interest and expenses in accordance with Section 5.

   Note: If neither box (a) nor box (b) is checked off, or if both are checked off, or if box (b) is checked off but no figure is inserted in the blank, then box (a) alone will be considered to have been checked off.
3. Governing Law. This Guarantee is governed by the laws of Ontario (without reference to the choice of law rules). I irrevocably agree to submit to the non-exclusive jurisdiction of its courts.
4. Copy Received. I acknowledge having received a copy of this Guarantee.

Note: The "Additional Terms and Conditions of this Guarantee" on the following pages form part of this Guarantee.

2252709 ONTARIO INC.		
Guarantor's Name (Record in full)	Signature	Signature
1935 SILICONE DRIVE	Gary Bodinerode President	
Guarantor's Address	Name & Title	Name & Title
PICKERING, Ontario, L1W3V7	March 26, 2015	
City, Province, Postal Code	Date	Date

Note: i) If the Guarantor is a corporation, no witness is needed. The office (such as "President" or "Secretary") of the person signing should be noted below that person's signature. The corporation's seal should be affixed if the resolution so states.
ii) If the Guarantor is an individual, a red wafer seal is advisable, but not mandatory. (No seal required in Quebec.)
iii) For *The Guarantees Acknowledgement Act* certificate in Alberta, see page 4.

Additional Terms and Conditions of this Guarantee

5. **Payment on demand.** I will immediately pay CIBC on demand:
   a) the amount (and in the currency) of the Customer's Debts (but if Section 2(b) applies, subject to that limitation), plus any expenses (including all legal fees and disbursements) incurred by CIBC in enforcing any of CIBC's rights under this Guarantee; and
   b) interest (including interest on overdue interest, compounded monthly) on unpaid amounts due under this Guarantee calculated from the date on which those amounts were originally demanded until payment in full, both before and after judgment, at the rates (and in the currency) applicable to the corresponding Customer's Debts.
6. **Making Demand.** Demand and any other notices given under this Guarantee will be conclusively considered to have been made upon me when the envelope containing it, addressed to me (or, if there is more than one Person signing this Guarantee, to any one of us) at the last address known to CIBC, is deposited, postage prepaid, first class mail, in a post office, or is personally delivered to that address. I will give CIBC immediate written notice, addressed to the Manager of the Bank Office, of each and every change of my address.
7. **No Setoff or Counterclaim.** I will make all payments required to be made under this Guarantee without regard to any right of setoff or counterclaim that I have or may have against the Customer or CIBC.
8. **Application of Moneys Received.** CIBC may apply all moneys received from me, the Customer or any other Person (including under any Security that CIBC may from time to time hold) upon such part of the Customer's Debts as CIBC considers appropriate.
9. **Exhausting Recourse.** CIBC does not need to exhaust its recourse against the Customer or any other Person or under any Security CIBC may from time to time hold before being entitled to full payment from me under this Guarantee.
10. **Absolute Liability.** My liability under this Guarantee is absolute and unconditional. It will not be limited or reduced, nor will CIBC be responsible or owe any duty (as a fiduciary or otherwise) to me, nor will CIBC's rights under this Guarantee be prejudiced, by the existence or occurrence (with or without my knowledge or consent) of any one or more of the following events:
    a) any termination, invalidity, unenforceability or release by CIBC of any of its rights against the Customer or against any other Person or of any Security;
    b) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to the Customer's Debts or to any credit extended by CIBC to the Customer; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or any other indulgences or concessions to, the Customer or any other Person; any taking or giving up of any Security; abstaining from taking, perfecting or registering any Security; allowing any Security to lapse (whether by failing to make or maintain any registration or otherwise); or any neglect or omission by CIBC in respect of, or in the course of, doing any of these things;
    c) accepting compositions from or granting releases or discharges to the Customer or any other Person, or any other dealing with the Customer or any other Person or with any Security that CIBC considers appropriate;
    d) any unenforceability or loss of or in respect of any Security held from time to time by CIBC from me, the Customer or any other Person, whether the loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that Security or otherwise due to CIBC's fault or any other reason;
    e) the death of the Customer; any change in the Customer's name; or any reorganization (whether by way of amalgamation, merger, transfer, sale, lease or otherwise) of the Customer or the Customer's business;
    f) any change in my financial condition or that of the Customer or any other Guarantor (including insolvency and bankruptcy);
    g) if I am or the Customer is a corporation, any change of effective control, or if I am or the Customer is a partnership, a dissolution or any change in the membership;
    h) any event, whether or not attributable to CIBC, that may be considered to have caused or accelerated the bankruptcy or insolvency of the Customer or any Guarantor, or to have resulted in the initiation of any such proceedings;
    i) CIBC's filing of any claim for payment with any administrator, provisional liquidator, conservator, trustee, receiver, custodian or other similar officer appointed for the Customer or for all or substantially all of the Customer's assets;
    j) any failure by CIBC to abide by any of the terms and conditions of CIBC's agreements with, or to meet any of its obligations or duties owed to me, the Customer or any Person, or any breach of any duty (whether as a fiduciary or otherwise) that exists or is alleged to exist between CIBC and me, the Customer or any Person;
    k) any incapacity, disability, or lack or limitation of status or of the power of the Customer or of the Customer's directors; managers, officers, partners or agents; the discovery that the Customer is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of any of the Customer's Debts; or
    l) any event whatsoever that might be a defence available to, or result in a reduction or discharge of, me, the Customer or any other Person in respect of either the Customer's Debts or my liability under this Guarantee.

    For greater certainty, I agree that CIBC may deal with me, the Customer and any other Person in any manner without affecting my liability under this guarantee.
11. **Principal Debtor.** All moneys and liabilities (whether matured or unmatured, present or future, direct or indirect, absolute or contingent) obtained from CIBC will be deemed to form part of the Customer's Debts, notwithstanding the occurrence of any one or more of the events described in Section 10(k). I will pay CIBC as principal debtor any amount that CIBC cannot recover from me as Guarantor immediately following demand as provided in this Guarantee.

12. **No Liability for Negligence, etc.** CIBC will not be liable to me for any negligence or any breaches or omissions on the part of CIBC, or any of its employees, officers, directors or agents, or any receivers appointed by CIBC, in the course of any of its or their actions.
13. **Continuing Guarantee.** This is a continuing guarantee of the Customer's Debts.
14. **Terminating Further Liability.** I may discontinue any further liability to pay the Customer's Debts by written notice to the Bank Office. I will, however, continue to be liable under this Guarantee for any of the Customer's Debts that the Customer incurs up to and including the 30th day after CIBC receives my notice.
15. **Statement Conclusive.** Except for demonstrable errors or omissions, the amount appearing due in any account stated by CIBC or settled between CIBC and the Customer will be conclusive as to that amount being due.
16. **CIBC's Priority.**
    a) If any payment made to CIBC by the Customer or any other Person is subsequently rendered void or must otherwise be returned for any reason, I will be liable for that payment (but if Section 2(b) applies, subject to that limitation). Until all of CIBC's claims against the Customer in respect of the Customer's Debts have been paid in full, I will not require that CIBC assign to me any Security held, or any other rights that CIBC may have, in connection with the Customer's Debts, and I will not assert any right of contribution against any Guarantor, or claim repayment from the Customer, for any payment that I make under this Guarantee.
    b) If the Customer is bankrupt, or (if the Customer is a corporation) liquidated or wound up, or if the Customer makes a bulk sale of any assets under applicable law, or if the Customer proposes any composition with creditors or any scheme of arrangement, CIBC will be entitled to all dividends and other payments until CIBC is paid in full, and I will remain liable under this Guarantee (but if Section 2(b) applies, subject to that limitation).
    c) If CIBC gives to any trustee in bankruptcy or receives a valuation of, or retains, any Security that CIBC holds for payment of the Customer's Debts, that will not be considered, as between CIBC and me, to be a purchase of such Security or payment, satisfaction or reduction of the Customer's Debts.
17. **Assignment and Postponement of Claim.** I postpone in favour of CIBC all debts and liabilities that the Customer now owes or later may from time to time owe to me in any manner until CIBC is paid in full. I further assign to CIBC all such debts and liabilities, to the extent of the Customer's Debts, until CIBC is paid in full. If I receive any moneys in payment of any such debts and liabilities, I will hold them in trust for, and will immediately pay them to, CIBC without reducing my liability under this Guarantee.
18. **Withholding Taxes.** Unless a law requires otherwise, I will make all payments under this Guarantee without deduction or withholding for any present or future taxes of any kind. If a law does so require, I will pay to CIBC an additional amount as is necessary to ensure CIBC receives the full amount CIBC would have received if no deduction or withholding had been made.
19. **Judgment Currency.** My liability to pay CIBC in a particular currency (the "First Currency") will not be discharged or satisfied by any tender or recovery under any judgment expressed in or converted into another currency (the "Other Currency") except to the extent the tender or recovery results in CIBC's effective receipt of the full amount of the First Currency so payable. Accordingly, I will be liable to CIBC in an additional cause of action to recover in the Other Currency the amount (if any) by which that effective receipt falls short of the full amount of the First Currency so payable, without being affected by any judgment obtained for any other sums due.
20. **Consent to Disclose Information.** CIBC may from time to time give any credit or other information about me to, or receive such information from, any credit bureau, reporting agency or other Person.
21. **General.** Any provision of this Guarantee that is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. If two or more Persons sign this Guarantee, each Person's liability will be joint and several. This Guarantee is in addition and without prejudice to any Security of any kind now or in the future held by CIBC. There are no representations, collateral agreements or conditions with respect to, or affecting my liability under, this Guarantee other than as contained in this Guarantee.
22. **Quebec Only.** If this Guarantee is governed by the laws of Quebec:
    a) I acknowledge that the terms and conditions of the Customer's Debts have been expressly brought to my attention;
    b) I renounce the benefit of division and discussion;
    c) if two or more Persons sign this Guarantee, each Person's liability will be solidary;
    d) I acknowledge that the thirty days' notice specified in Section 14 constitutes prior and sufficient notice to CIBC;
    e) if this Guarantee is attached to the performance of special duties, I agree that this Guarantee shall not terminate upon cessation of such duties; and
    f) it is the express wish of the parties that this document and any related documents be drawn up in English. Les parties aux présentes ont expressément demandé que ce document et tous les documents s'y rattachant soient rédigés en anglais.
23. **Definitions.** In this Guarantee:
    a) *"Bank Office"* means the CIBC office noted on the first page of this Guarantee, or such address as CIBC may, from time to time, advise me in the manner provided in Section 6;
    b) *"Customer's Debts"* means the debts and liabilities that the Customer has incurred or may incur with CIBC including, among other things, those in respect of dealings between the Customer and CIBC, as well as any other dealings by which the Customer may become indebted or liable to CIBC in any manner whatever;

c) "*Guarantor*" means any Person who has guaranteed or later guarantees to CIBC any or all of the Customer's Debts, whether or not such Person has signed this Guarantee or another document;

d) "*I*", "*me*" and "*my*" mean the Person who has signed this Guarantee, and if two or more Persons sign, each of them;

e) "*Person*" includes a natural person, personal representative, partnership, corporation, association, organization, estate, trade union, church or other religious organization, syndicate, joint venture, trust, trustee in bankruptcy, government and government body and any other entity, and, where appropriate, specifically includes any Guarantor;

f) "*Section*" means a section or paragraph of this Guarantee;

g) "*Security*" means any security held by CIBC as security for payment of the Customer's Debts and includes, among other things, any and all guarantees.

91514-2012/03 – StreamLoan

Resolution re Corporate Guarantee Without Additional Security

Resolution of the Board of Directors of 2252709 ONTARIO INC. (the "Corporation")

Whereas this Corporation has business relations with 1299746 ONTARIO INC. O/A COMPUQUEST2000 and it is expedient and in the interests of this Corporation to guarantee the present and future indebtedness and liability of the said 1299746 ONTARIO INC. O/A COMPUQUEST2000 to Canadian Imperial Bank of Commerce ("CIBC").

Therefore be it resolved that:

1. the Corporation guarantee payment to CIBC on demand of all the liabilities of 1299746 ONTARIO INC. O/A COMPUQUEST2000 to CIBC, and that the Corporation postpone all debts and claims held by it against the said 1299746 ONTARIO INC. O/A COMPUQUEST2000 in favour of the debts and claims of CIBC against the said 1299746 ONTARIO INC. O/A COMPUQUEST2000 in the manner and upon the terms set forth in CIBC's form of guarantee and postponement of claim known as Form 81, a specimen of which is attached to this resolution;
2. the President ~~and the Secretary are~~ is hereby authorized for and on behalf of the Corporation to execute and deliver to CIBC a guarantee and postponement of claim substantially in the form of the above mentioned specimen form subject to such modifications as the President and Secretary may approve, such approval to be conclusively evidenced by their execution of the said documents;
3. the President ~~and the Secretary are~~ is hereby authorized for and on behalf of the Corporation to execute and deliver all other documents and instruments and to do all acts and things as may be requisite to give full effect to this resolution.

We hereby certify that the foregoing is a true copy of a resolution passed by the Board of Directors of the Corporation on the 26th day of March, 2015 and recorded in the Minute Book of the proceedings of the said Board of Directors and that the said resolution is now in full force and effect.

Dated at Markham, Ontario

2252709 ONTARIO INC.		
Name (Record in full)	Signature	Signature
1935 SILICONE DRIVE	Aimee Lynn Bodimeade, ~~Director~~	Gary Wayne Bodimeade, Director
Address	Name & Title	Name & Title
PICKERING, Ontario, L1W3V7		March 26, 2015
City, Province, Postal Code	Date	Date

Tab H

THIS IS **EXHIBIT "H"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

HIGHWAY 7 AND WEST BEAVER CREEK
300 WEST BEAVER CREEK RD.
RICHMOND HILL, Ontario
L4B3B1

Mar 3, 2015

2252709 ONTARIO INC.
1650 FELDSPAR CRT
PICKERING, Ontario
L1W3R7
CANADA

Attention: Gary Bodimeade

Dear Mr. Bodimeade :

We are pleased to establish the following credit facilities. Each credit offered is referred to as a "Facility".

Overall Credit Limit

Overall Credit Limit: The total approved amount of all Facilities:

Term Facility

is not at any time to exceed CDN$3,200,000.00.

Facility A: Term Facility

Loan Amount: (rounded to the nearest dollar) $3,200,000.00

Purpose: This Facility is to be used for : Purchase/repair of real estate (land &/or buildings).

Description: A non-revolving Demand Instalment Loan. Principal that is repaid is not available to be re-borrowed.

Rate: Interest will be calculated at a fixed rate of 3.890% per year for a 60 month term amortized over 240 months.

Last Regular Scheduled Payment Date: The Last Regular Scheduled Payment Date will be 240 months from the date of the first regular payment date.

Repayment: On demand. Until demand, this Facility is repayable as follows:

60 regular monthly payments of $19,206.39 (principal and interest blended). Any outstanding principal and interest and any other amount due but unpaid with respect to this Facility is due on the Last Regular Scheduled Payment Date.

The first/next regular instalment payment is due on the 1st day of the 1st month after this Facility is advanced and regular monthly instalments shall be payable thereafter and any outstanding principal and interest and any other amount due but unpaid with respect to this Facility is due on the Last Regular Scheduled Payment Date.

You may only prepay this Facility in accordance with Schedule A.

Fees: The fees payable in respect of this Facility are as listed under "GENERAL FEES" at the end of this Letter.

Conditions: See also "CONDITIONS APPLICABLE TO FACILITIES", below.

CONDITIONS APPLICABLE TO FACILITIES

Facilities: The following conditions are applicable to all Facilities:

Registrations: CIBC may, if it deems necessary in its sole discretion, register a Financing Statement/Financing Change Statement under the Personal Property Security Act (or the equivalent) in the applicable jurisdiction, or file a registration under any relevant legislation and in any government office in relation to any security granted in connection with the Facilities, recording CIBC's security interest, including, without limitation, recording CIBC's security interest in any motor vehicle by registering the Vehicle Identification Number.

Conditions Applicable to all Security: All security required under the Facilities generally or under a specific Facility must be in form and substance satisfactory to CIBC and unless otherwise agreed in writing, must be delivered prior to any advance under all Facilities generally or under the relevant Facility if the security is only required for that specific Facility, as applicable.

SECURITY

The following security is required in addition to any other security requirements outlined elsewhere in this letter (without duplication):

Security Agreement: Security Agreement granting a first security interest in:

- All present and after acquired personal property.

To be registered in the jurisdiction(s) of: Ontario.

Collateral Mortgage: Present & Future Collateral Mortgage for $3,200,000.00, giving CIBC a first charge over Commercial / Commercial / 1st Collateral Mortgage over 1935 Silicone Drive, Pickering Ontario. Legal Description Parcel 16-1, section 40M-1552, 1935 Silicone Drive, Pickering, Ontario, L1W3V7, plus acknowledged assignment of fire and other perils insurance, with loss payable to CIBC as first mortgagee.

Property Insurance: Acknowledged Assignment of adequate insurance including but not limited to all perils (including fire) on 1935 Silicone Drive, Pickering Ontario, with first loss payable to CIBC.

Guarantee: Guarantee of your debts under these Facilities from GARY W BODIMEADE in an amount that is unlimited (the "Guarantor").

Guarantee: Guarantee of your debts under these Facilities from 1299746 ONTARIO INC. O/A COMPUQUEST2000 with supporting corporate or other resolution in an amount that is unlimited (the "Guarantor").

Security from Guarantor: The above Guarantee will be secured by the following security from the Guarantor:

Security Agreement:

Security Agreement granting a first security interest in:

- All present and after acquired personal property.

To be registered in the jurisdiction(s) of: Ontario.

a Assignment of Rents

COVENANTS

You will ensure that:

Debt to Effective Equity Ratio: Debt to Effective Equity Ratio is 2.25 to 1.0 or less. This will be monitored on an annual basis.

Debt Service Ratio: Debt Service Ratio is 1.25 to 1.0 or more. This will be monitored on an annual basis.

Conditions: The calculations for covenants above are to be done as follows:

- the following covenants are to be calculated on a combined basis:
  - Debt to Effective Equity Ratio
  - Debt Service Ratio

  with the following entities included in the combined reports:
  - 1299746 Ontario Inc
    2252709 Ontario Inc

Material Adverse Effect: Without prejudice to our rights in respect of any Facility that is repayable on demand, if a Material Adverse Effect has occurred, this will constitute a default under these Facilities and CIBC will have the right to immediately demand repayment of all Facilities under this Letter.

REPORTING REQUIREMENTS

You will provide to us:

(a) Internally Generated annual financial statements within 120 days after the end of each fiscal year, on a combined basis.

(b) Review Engagement annual financial statements within 120 days after the end of each fiscal year, on an unconsolidated basis.

(c) Updated personal net worth statement from GARY W BODIMEADE within 120 days after the end of each fiscal year for 2252709 ONTARIO INC..

(d) Evidence of annual payment of property taxes from 2252709 ONTARIO INC. within 120 days of payment.

(e) Confirmation of insurance in a form satisfactory to us, as required under your Facilities, from the insurance broker of 2252709 ONTARIO INC. prior to any advance under a Facility if required, and thereafter, within 120 days after the renewal of each insurance policy.

(f) Statements to be prepared on a "combined" basis above will include the following entities:

- 1299746 Ontario Inc & 2252709 Ontario Inc

(g) Note combined internal statements are to completed by CIBC Commercial Manager internally only for convenant testing and not required to be provided by the Borrower.

Conditions: Any financial statements required above shall only be accepted by us if they have been signed by officers or persons duly authorized to sign the financial statements, or the financial statements must be accompanied by a certificate (as required by us) from an authorized signatory of the business certifying that the financial statements present a true and fair view of the business.

OTHER COVENANTS AND CONDITIONS

We will not be obliged to make any funds available under the Facilities until we receive (in addition to the documentation and conditions specified in this Letter and in Schedule A):

(a) An appraisal prepared on your behalf and addressed to CIBC by an appraiser acceptable to CIBC for properties as we may from time to time request. Appraisal costs are your responsibility and by law cannot be provided by loan funds or debited to the loan account.

(b) A copy of Phase 1 Third Party Assessment acceptable to CIBC for 1935 Silicone Drive, Pickering Ontario, upon request.

(c) Assignment to CIBC acceptable to CIBC of the following insurance: ..

(d) Solicitor's Report Confirming CIBC's Security.

GENERAL FEES

Other than as indicated in this Letter, the following fees are payable in respect of the Facilities, in addition to any other fees outlined elsewhere in this Letter.

Structuring Fee:	A fee of $8,000.00 payable on acceptance of this Letter.
Annual Review Fee:	A fee of $3,200.00 payable on the Next Scheduled Review Date of this Letter as indicated below.

OTHER PROVISIONS

Next Scheduled Review Date:	The next scheduled review is Oct 31, 2015. The terms of this Agreement will continue until amended or superseded by another agreement in writing.
Schedule A:	The attached Schedule A, which contains certain additional provisions applicable to the Facilities, and certain definitions, forms part of this Letter.
Repayment:	All amounts under any Facility are repayable immediately on demand by us unless otherwise indicated. We may terminate any Facility in whole or in part at any time.
Interest Payment Dates:	Except with respect to interest on amounts in default, which is payable on demand, interest is payable as specified herein and subject to the terms and conditions in Schedule A.
Overdrafts:	Money advanced under any Facility in excess of the Credit Limit or Loan Amount applicable to that particular Facility is repayable on demand and will bear interest at our Excess Interest Rate to the extent permitted by applicable laws and regulations.
Authorized Debits:	Unless you have made other arrangements with us, you authorize us to debit your Operating Account for any required payments (including, without limitation, any scheduled payments), interest, fees or other amounts that are payable by you to us with respect to any Facility, as and when such amounts are payable.
Governing Law:	The laws of the Province of Ontario and the federal laws of Canada applicable therein shall apply to this letter including Schedule A and any amendments, additions or replacements. The parties hereto submit to the exclusive jurisdiction of the courts in that Province.

French Language: The parties confirm their express wish that this Letter and all documents related thereto be drawn up in English. Les parties confirment leur volonté expresse de voir le présent contrat et tous les documents s'y rattachant être rédigés en anglais.

Replacements: This Letter supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of Facilities contained in this Letter. This Letter does not however serve to operate as a novation. To the extent necessary, CIBC reserves all of its rights in respect of any Security that has been granted to secure your obligations with respect to the Facilities.

Please indicate that you have read and accept the foregoing terms and conditions (including the terms and conditions in any Schedule attached to this letter) by signing the enclosed duplicate copy of this Letter (including obtaining written acknowledgements from any Guarantors as required by us) and returning it to the undersigned prior to Mar 31, 2015.

If (a) we have not received a duly executed copy of this Letter (including any acknowledgements from any Guarantors as required by us) by the date indicated above, and (b) you have not fulfilled all the conditions required for us to advance funds under the Facilities indicated in this Letter by Jun 1, 2015 (or any extension of this date that we may agree to), we may in our sole discretion and without notice to you, cancel all of the Facilities listed in this Letter and we will be under no further obligation to advance any funds to you under this Letter.

We would like to take this opportunity to thank you for choosing CIBC. We look forward to assisting you and your business with any future financial needs you may have.

Yours truly,
CANADIAN IMPERIAL BANK OF COMMERCE

X________________________
Signature

Name: George Kostopoulos
Title: Manager, Commercial Banking
Address: 300 West Beaver Creek Rd
Suite 201
Richmond Hill, ON
L4B 3B1
Phone No.: (905) 886 - 1370 Ext: 337
Fax No.: (905) 886 - 8722

Accepted this 4 day of MAR , 2015.

2252709 ONTARIO INC.

X________________________
Signature

Name: GARY W BODIMEADE
Title: President

Attachment(s):

(1) Schedule A - Standard Credit Terms

CIBC Small Business

CIBC Retail Markets Credit Agreement
Schedule A - Standard Credit Terms

1 INTERESTS

1 INTEREST

1.1 INTEREST RATES AND CALCULATIONS: Unless otherwise specified in this Agreement:

a) Each variable interest rate provided for in this Agreement will change automatically, without notice, whenever the Prime Rate or the US Base Rate, as the case may be, changes. Prime Rate and US Base Rate shall be determined by us and such determination shall be conclusive.

b) Unless otherwise stated, any interest rate stated as an annual rate of interest is an interest rate for 365 days, and for the purpose of the Interest Act (Canada), shall be the stated interest rate multiplied by the actual number of days in the calendar year in which such rate is to be applied and divided by 365. For the purpose of the Interest Act (Canada) and all other purposes, the principle of deemed re-investment of interest is not applicable and the rates of interest specified in this Agreement are nominal rates and not effective rates or yields.

c) In calculating interest for any period, the first day of such period shall be included and the last day of such period shall be excluded, and interest shall be calculated on the applicable balance at the end of each day.

d) Interest is payable in arrears at the frequency specified in the Letter (and if not specified is payable once a month) prior to the end of the specified payment period and on the day required by us. Interest on interest, and interest on overdue amounts is also payable on demand.

e) Interest that is charged to you and is unpaid compounds at the frequency in which interest is payable and continues to compound whether or not CIBC demands payment from you or starts a legal action, or obtains judgment against you.

f) (i) Interest charged on a Canadian dollar Facility that is: (x) based on the Prime Rate; or (y) a Fixed Rate Loan, is calculated based on a fraction whereby the numerator is equal to the principal balance multiplied by number of days in the year in which interest is calculated multiplied by the applicable interest rate, and the denominator is equal to 365 (or 366 in a leap year for a Fixed Rate Loan or Variable Rate Loan).

(ii) Interest charged on a US dollar Facility that is: (x) based on the US Base Rate per year; or (y) a Fixed Rate Loan, is calculated based on a fraction whereby the numerator is equal to the principal balance multiplied by number of days in the payment period multiplied by the applicable interest rate, and the denominator is equal to 365 (or 366 in a leap year for a Fixed Rate Loan or Variable Rate Loan).

2 PAYMENTS AND FEES

2.1 PAYMENTS: Unless you have made other arrangements with us, you agree that CIBC shall be entitled to automatically debit your Operating Account for any payments owing (including without limitation, scheduled payments, interest and fees). If your Operating Account is in overdraft and you do not deposit to the account an amount equal to the payment being debited, the effect is that we will be charging interest on the overdue amount at the Excess Interest Rate. If any payment is due on a day other than a Business Day, then the payment is due on the next Business Day

2.2 APPLYING MONEY RECEIVED: All payments and money we receive from you or from any Security may be applied on such parts of your liabilities to us as we may determine. This means that we may choose which Facility to apply the money against, or what mix of principal, interest, fees and overdue amounts within any Facility will be paid.

2.3 RIGHT OF OFF-SET: We may at any time off-set, or effect compensation and apply any deposits held by us and any other amounts owed by us to or for your credit against any and all of your obligations with respect to the Facilities, even though we have not made any demand and even though any such obligations may not yet be due and payable.

2.4 OUR RECORDS: Our loan accounting records will provide conclusive evidence of all terms and conditions of the Facilities such as principal loan balances, interest calculations, and payment dates. The Loan Amount on a Term Facility that is disclosed in a renewal or amending Letter is rounded to the nearest dollar and is an approximation of the principal outstanding balance. The actual outstanding principal amount is reflected in the account statement for your Term Facility provided or made available to you.

2.5 FOREIGN CURRENCIES: We may convert any amount stated in a foreign currency to an amount in Canadian dollars according to our usual practice and at an exchange rate determined by us.

2.6 FEES: For any fee that is stated as a percentage, the amount charged will be based on the total authorized amount of all Facilities to which that fee applies, minus the amount of any authorized Canada Small Business Financing Act (or Small Business Loans Act) Business Improvement Loan, Farm Improvement and Marketing Cooperatives Loan, Provincial Loan Program and Provincial Guaranteed Farm Loan.

3 REPRESENTATIONS AND WARRANTIES

3.1 REPRESENTATIONS AND WARRANTIES: To induce us to establish and maintain the Facilities, you represent and warrant to us as follows:

a) You have all necessary capacity, power and authority to own your property, to carry on the business carried on by you, and to enter into and perform your obligations under this Agreement and the Security.

b) This Agreement and the Security have been duly authorized, executed and delivered, and constitute legal, valid and binding obligations and are enforceable in accordance with their terms.

c) The execution and delivery by you of this Agreement and the Security and the performance by you of your obligations thereunder, and the obtaining by you of amounts under the Facilities, will not conflict with or result in a breach of any applicable law, and will not conflict with or result in a breach of or constitute a default under any of the provisions of your constating documents or by-laws or any agreement or restriction to which you are a party or by which you are bound.

d) All financial statements for you that you deliver to us will present fairly your financial position in accordance with Generally Accepted Accounting Principles, as of the dates thereof and for the fiscal periods then ended.

e) Since the date of the most recent financial statements of you delivered to us, there has occurred no event which, individually or with any other events, has had, or which may reasonably be expected to have, a Material Adverse Effect.

f) You have not failed to observe or perform, beyond any period of grace permitted by us, any of your obligations in this Agreement.

g) Except as disclosed in writing by you to us prior to the date of this Agreement with specific reference to this Agreement, to the best of your knowledge (i) the business carried on and the property owned or used at any time by you and your predecessors has at all times been carried on, owned or used in compliance with all environmental laws; (ii) there are no circumstances that could reasonably be expected to give rise to any civil or criminal proceedings or liability regarding the release from or presence of any hazardous substance on any lands used in or related to your business or property; (iii) there are no proceedings and there are no circumstances or material facts which could give rise to any proceeding in which it is or could be alleged that you are responsible for any domestic or foreign clean up or remediation of lands contaminated by hazardous substances or for any other remedial or corrective action under any environmental laws; and (iv) you have maintained all environmental and operating documents and records relating to your business and property in the manner and for the time periods required by any environmental laws. Except as disclosed to us in writing with reference to this Agreement, you have never conducted an environmental audit of your business or property.

h) No representation or warranty made by you herein or in any other document furnished to us from time to time contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such statements not misleading. All projections and pro forma information delivered to us from time to time by you are and will be prepared in good faith based on assumptions believed by you to be reasonable at the time of delivery.

3.2 SURVIVAL: All representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and the obtaining of amounts under the Facilities, and the obtaining of any amount under any Facility shall constitute a reaffirmation on and as of such delivery date and such borrowing date, of all representations and warranties contained in this Agreement, in each case with reference to the then-existing facts and circumstances.

4 ADDITIONAL OBLIGATIONS

4.1 FAILURE TO PERFORM: You will notify us promptly if you fail to perform or observe any of your obligations in this Agreement.

4.2 EXPENSES: You will reimburse us for all reasonable fees (including legal fees) and out-of-pocket expenses incurred in (i) performing any searches (whether the Facility is secured or unsecured) or preparing or filing any registrations in relation to the approval, maintenance, review, renewal or amendment of your Facilities; (ii) preparing, registering, maintaining, renewing, reviewing, assessing, appraising or amending any Security; (iii) responding to requests from you for waivers, amendments, renewals and other matters, (iv) enforcing our rights under this Agreement or any Security; (v) discharging or replacing any Security, and (vi) having mortgaged property appraised periodically to determine its value, but not more often than once a year. Unless you have made other arrangements with us, we will automatically debit your Operating Account for any of these amounts owing to us on the date when they are payable as advised by us.

4.3 FURTHER INFORMATION: You will provide such further information about you and/or your business and your Subsidiaries as is reasonably requested by us from time to time, and such information shall be in a form acceptable to us.

4.4 FURTHER ASSURANCES: You will from time to time promptly upon request by us do and execute all such acts and documents as may be reasonably required by us to give effect to the Facilities and the Security.

4.5 INSURANCE: You will keep all your assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for similar property and for any other risks we may reasonably require. Upon request, you will provide to us either the policies themselves or adequate evidence of their existence. If any insurance coverage for any reason stops, we may (but shall have no obligation to) insure the property. Finally, you will notify us immediately of any loss or damage to any of your property.

4.6 DISPOSITIONS OF PROPERTY: You will not sell, assign, transfer, create or cause or permit anyone else to create, a Lien (other than a Normal Course Lien), or otherwise dispose of, all or any material part of your property, except for sales in the normal course of your business for fair market value or as otherwise consented by CIBC in writing.

4.7 ADDITIONAL FINANCING: Unless otherwise agreed in the Letter, you will not obtain any additional financing or enter into any long-term leases without our prior written consent (which consent will not be unreasonably withheld).

4.8 INVESTMENTS: Unless otherwise agreed in the Letter, you will not make any Investment without our prior written consent.

4.9 TRANSACTIONS WITH AFFILIATES: Except as specifically permitted by us, you will not enter into any transaction, including the purchase, sale or exchange of any property or the rendering of any services, with any of your shareholders or Affiliates, or with any of your or their directors or officers, or enter into, assume or permit to exist any employment, consulting or similar agreement or arrangement with any such shareholder or Affiliate or with any of your or their directors or officers, except a transaction or agreement or arrangement which is in the ordinary course of your business and which is upon fair and reasonable terms not less favourable to you than it would obtain in a comparable arms-length transaction. You will ensure that your Subsidiaries (if any) comply with this section.

4.10 NOTICE OF CHANGE, AMALGAMATIONS, CORPORATE RESTRUCTURING: You will provide us with at least 30 days' prior notice (or as otherwise required by applicable law) of any name or legal status change, amalgamation, corporate restructuring or similar transaction. You must also notify CIBC immediately of any change in the ownership of or title of any Security or if any Security is substituted

4.11 APPLICATION TO SUBSIDIARIES: If requested by us, you will ensure that each of your Subsidiaries complies with this Agreement as if the references to you therein were references to each such Subsidiary.

4.12 MORTGAGE SECURITY: In the case of Facilities or a Facility that is secured by a mortgage (in Quebec, an immovable hypothec),if the property is sold, or if another charge is registered against it, we may require you to repay the full amount secured by the mortgage /immovable hypothec. If the owner of the property secured is a natural person and such person dies, you (or your executors, administrators or liquidators, as applicable) agree to notify us immediately and agree to provide us with equivalent security satisfactory to CIBC forthwith.

5 **INDEMNITIES**

5.1 LEGAL AND REGULATORY CHANGE: You agree to pay us the amount necessary to compensate us if, after the date of this Agreement, our cost of offering or providing the Facilities to you is increased, or the amount that we receive under the Facilities is reduced because of a change in the law, or the introduction of a new law, or our compliance with any request or directive by any central bank, superintendent of financial institutions or other comparable authority which (i) subjects us to any tax with respect to the Facilities, (ii) changes the basis of taxation of payments to us under the Facilities (except for changes in the rate of tax on our overall net income), (iii) imposes any capital maintenance or capital adequacy requirement, reserve requirement or similar requirement with respect to the Facilities, or (iv) imposes any other condition or restriction on us. We will notify you promptly of any such event. Our certificate containing reasonable details of our calculations shall be conclusive evidence of the amount you must pay us.

5.2 TAX WITHHOLDING: You will, whenever legally permitted, pay all amounts due to us under this Agreement without any reduction or withholding on account of Taxes, other than Excluded Taxes. If you are required by law to make any such reduction or withholding, then the amount payable by you shall be increased so as to yield to us on a net basis, after payment of all Taxes and after payment of all Excluded Taxes on any additional amounts payable under this section, the rates of interest and the amounts specified in this Agreement.

5.3 PAYMENT OF SALES TAX, ETC.: You shall be liable for and shall pay to us promptly on demand, all sales taxes, and goods and services taxes, and similar taxes that are payable with respect to any goods or services we make available to you under this Agreement, or if any such tax is payable directly by you, then you shall send us, upon our request, a certified copy of an official receipt showing you have paid such tax. You shall indemnify and save us harmless from any additional taxes, interest, penalties or other liabilities that may become payable by us or to which we may be subjected as a result of any breach by you of this section. Our certificate containing reasonable details of our calculations and the amount of such taxes, interest or penalties shall be prima facie evidence of the amount you must pay us.

5.4 COST OF DEFAULT: You shall indemnify and hold us harmless from all losses and expenses which we suffer because (i) you fail to make any payment you are required to make, or to fulfil any other obligation promptly under this Agreement, (ii) you give us notice that you wish to obtain funds under a Facility and then fail to accept such funds, (iii) you give us notice that you wish to make an optional payment and then fail to make such payment, or (iv) you repay any amount on which interest is fixed until a certain date, other than on that date, or repay any other amount other than on its maturity date. Our certificate containing reasonable details of our calculations and the amount of such losses and expenses shall be prima facie evidence of the amount you must pay us.

5.5 ENVIRONMENTAL MATTERS: You shall indemnify and hold us, our directors, officers, employees and agents harmless, from all claims, demands, liabilities, damages, losses, costs, charges and expenses (including, without limitation, the cost of any environmental assessment or other reports, or of defending any lawsuits, or of any fines, or for any preventative, remedial, or clean-up activity, or to compensate for any loss or damage to any property or person) arising from any failure by you to carry on your business, and maintain your assets and property in accordance with all applicable environmental laws and regulations, or arising from any release, deposit, discharge or disposal of pollutants of any sort in connection with either your business or property. If we ask, you will defend any lawsuits, investigations or prosecutions brought against us or any of our directors, officers, employees and agents in connection with any failure by you to carry on your business, and maintain your assets and property in accordance with all applicable environmental laws and regulations, or arising from any release, deposit, discharge or disposal of pollutants of any sort in connection with either your business or property. Your obligation under this section continues even after the Facilities have been repaid or cancelled or this Agreement has terminated.

5.6 INDEMNITY: You hereby indemnify and agree to hold CIBC harmless from all losses, damages, costs, demands, claims, expenses (including out-of-pocket expenses) and other consequences which CIBC may incur, sustain or suffer, other than pursuant to its own negligence or wilful misconduct, in relation to any of your Facilities or any Security, or enforcing or protecting the provisions thereof, including, without limitation, legal and other professional expenses reasonably incurred by CIBC and whether incurred in defending any action brought against CIBC, or in any proceedings brought by CIBC against you, any guarantor of your liabilities to CIBC hereunder or with respect to your or any guarantor's property charged or pledged to CIBC for the purpose of protecting, taking possession thereof, holding or realizing thereon, or otherwise in connection herewith.

6 GENERAL

6.1 CALCULATIONS RELATING TO FINANCIAL COVENANTS: All calculations relating to financial covenants may be done, at our option on a consolidated basis, as indicated in the Letter, and each amount derived from your profit and loss statement shall be calculated as the total of such amount during your four most recently-completed fiscal quarters (or, if agreed upon by us in our sole discretion, during your most recently-completed fiscal year), as shown in your most recent financial statements delivered to us.

6.2 REPORTING REQUIREMENTS: We may, at our option and as indicated in the Letter, require certain reports to be delivered on a consolidated or unconsolidated basis.

6.3 OUR PRICING POLICY: The fees, interest rates and other charges for your banking arrangements with us are dependent upon each other. Accordingly, if you cancel or do not follow through with, in the manner originally contemplated, any of these arrangements, we reserve the right to require payment by you of increased or added fees, interest rates and charges as a condition of the continuation of your banking arrangements.

6.4 OUR RIGHTS RE: DEMAND FACILITIES: We may, at our discretion, demand immediate repayment of any outstanding amount under any demand Facility. We may also, at any time, and for any reason, cancel the unused portion of any demand Facility.

6.5 PRE-CONDITIONS: You may use the Facilities granted to you in the Letter only if:

a) We have received properly signed copies of all documentation that we may require in connection with the Facilities, the operation of your accounts and your ability to borrow and give us the Security we require;

b) All the required Security has been received and, if we require it, registered to our satisfaction;

c) Any special provisions or conditions set forth in the Letter have been complied with; and

d) If applicable, you have given us the required number of days notice for drawing under a Facility.

6.6 STANDARD ARM'S LENGTH WAIVER: In the event that any funds borrowed under a Facility will be used for the purpose of purchasing stocks, bonds, mutual fund units or shares or other securities (the "Securities") from a CIBC subsidiary (the "Company") which may be held in a hypothecated account, or to open an investment account with a Company for purposes of purchasing Securities (an "Account"), you acknowledge that:

a) You have discussed the purchase of such Securities or the opening of the Account with a representative of the Company.

b) The Letter (including any Facility used for the purposes outlined in this section) is an entirely separate transaction from the purchase of such Securities or the opening of an Account with the Company, and the obligations to CIBC with respect to the Facility will not in any way be affected by any advice that may have been given or representations that may have been made by the Company representative with respect to the Securities or the advisability of purchasing them or opening an Account or by any dispute that may arise in relation to the Securities or the Account, or with the Company or any investment manager of the Company, or obligation in relation to the Securities or the Account or any obligation of the Company or the investment manager of the Company.

c) Even though the Company may be a subsidiary of CIBC, there is no obligation to obtain credit under a Facility from CIBC in connection with the purchase of Securities or opening an Account with the Company. CIBC's decision to provide credit under a Facility will be based solely on CIBC's lending and security requirements.

6.7 NOTICE OF DEFAULT: You will promptly notify us of the occurrence of any event that is an Event of Default (or any that would be an Event of Default if the only thing required is either notice being given or time elapsing, or both).

6.8 MISCELLANEOUS: You allow us to provide particulars of any of the Facilities where we determine it is necessary for purposes of approving, setting up, maintaining, renewing, amending, restating, replacing or discharging any Facility or any Security, and you allow us to give a copy of this Agreement and any Security granted by you or any other person to CIBC, to each existing guarantor (as well as to any future guarantors) and any signing officer of the business that we have on file as an authorized signing officer, each as we may determine necessary, together with copies of all renewals, replacements, restatements, supplements or amendments to this Agreement or any Security.

6.9 CONFIDENTIALITY: The terms of this Agreement are confidential between you and us, and accordingly you will not disclose the contents of this Agreement to anyone except your professional advisors or except as may be required by law.

6.10 ASSIGNMENT/PARTICIPATION AND CONSENT TO INFORMATION RELEASE: You acknowledge that we may assign, or offer a participation in, the Facilities, or your liabilities thereunder, to an assignee or participating third party, other entity, CIBC subsidiary or CIBC business unit (the "beneficial owner"), whether or not such beneficial owner is named in this Agreement or any other document referencing such Facilities. You agree that we may disclose any information relating to such Facilities (including any personal guarantee) to such beneficial owner (including, without limitation, any personal information), or its agents, any assignee of such beneficial owner, and any Service Provider (as defined below). Personal information includes all information provided by a principal of the business or a guarantor of your debt or other information obtained by us in connection with your credit application and/or the credit agreement, and any ongoing information and documentation about you, any guarantor of your debt, or your Facilities, to the extent required by the beneficial owner, its agent or assignee, or any service provider, to enable such person to administer the Facilities and exercise its rights thereunder. "Service Provider" means a person or entity that has been engaged in connection with the servicing, maintenance, collection or operation of your Facilities or the provision of services or benefits to you and/or any guarantor of your debt (including loyalty programs). You may not transfer or assign this Agreement or any Facility without CIBC's express written consent.

6.11 WAIVER: No delay on our part in exercising any right or privilege will operate as a waiver thereof, and no waiver of any failure or default will operate as a waiver thereof unless made in writing and signed by an authorized officer of us, or will be applicable to any other failure or default.

6.12 COUNTERPARTS: This Agreement may be executed in one or more counterparts, which together shall constitute one agreement.

6.13 NOTICE: Any communication or notice to be given with respect to the Facilities may be effectively given by delivering the same at the addresses set out herein (or as set out in any Guarantee or other documentation provided to CIBC in relation to the Facilities), or by sending the same by facsimile, or by regular or prepaid registered mail to the parties at such addresses. Any notice so mailed will be deemed to have been received on the fifth (5th) day next following the mailing thereof, provided that postal service is in normal operation during such time. Any facsimile notice will be deemed to have been received on transmission if sent on a Business Day and, if not, on the next Business Day following transmission. Any notice delivered by hand (including without limitation, by courier) will be deemed received on the date of delivery. Either party may from time to time notify the other party, in accordance with this section, of any change of its address which thereafter will be the address of such party for all purposes of the Facilities. It is your responsibility to notify CIBC of any change to your address and the address of any Guarantor. If CIBC is not advised of such change of address, the last known address we have will be deemed to be the current address for purposes of notice and service hereunder.

6.14 LIMITATION PERIOD: To the extent permitted by law, a party to this Agreement (the "Claiming Party") may bring an action in respect of any loss or damage that occurs as a result of an act or omission on the part of another party (the "Defaulting Party") within six (6) years from the date (i) the Claiming Party first knew the loss or damage occurred and was contributed to by an act or omission of the Defaulting Party, or (ii) on which a reasonable person with the abilities and circumstances of the Claiming Party ought to have known of the matters referred to in (i) above. This provision does not apply to Agreements that are governed by the laws of the Province of Quebec.

7 <u>NON-REVOLVING FACILITIES</u>

A non-revolving Facility may also be referred to as a Term Facility. Unless otherwise stated in this Agreement, the following terms apply to each Facility that is described in this Agreement as a non-revolving Facility. The terms of this section shall also apply to all Revolving Term Facilities unless otherwise indicated.

7.1 CHANGES: CIBC may at any time change the interest rate, interest rate spread, term, other terms of a Loan, and the type of repayment we require, including, without limitation, changing a blended payment Loan to payments of principal plus interest, or to any other type of Loan. We may also change the amortization period on a Loan, the amount of the regular instalment payments to be made and/or the frequency of the instalment payments, each without advanced notice (unless required by an applicable law, regulation or otherwise) and such changes will become effective immediately (unless we are required to give prior notice by applicable law, regulation or otherwise, in which case the change will take effect on the date indicated in the notice). If we make any such changes, we will notify you.

7.2 RENEWAL AGREEMENT: If your Term Facility is not paid in full by the last regular payment date indicated in the Letter, we may offer to amend the terms and conditions of such Facility by sending you a renewal agreement which will extend the term of the Facility, and which may change, among other things, your interest rate, your regular payment amount, payment frequency, the amortization period and the type of payments required (blended, interest only or principal plus interest). Accrued interest to the renewal date may be added to your outstanding Loan amount. Unless otherwise stated in the renewal agreement, all other terms and conditions of your Term Facility will remain the same. If you do not pay the balance owing on your Facility at the end of the term, you will be conclusively deemed to have accepted our offer on the terms and conditions set out in the renewal agreement. If you do not accept our offer, you will be required to immediately repay all amounts owing including outstanding principal, interest and other applicable charges.

7.3 PAYMENTS: Any payment we receive that is applied to a non-revolving Facility is applied first to overdue interest, then to current interest owing, then to overdue principal, then to any fees and charges owing, and finally to current principal.

7.4 INTEREST ON FIXED RATE LOANS: The interest rate specified in this Agreement for each Fixed Rate Loan that you have not yet drawn will be fixed on the date of advance of the Loan. We will notify you of the actual interest rate on the date of advance. The interest rate quoted in this Agreement is used for reference purposes only, being the rate that would have been applicable if the Loan had been advanced on the date of this Agreement.

7.5 PREPAYMENT: The following terms apply to any Term Facility, except Farm Mortgage Loans or Revolving Term Facilities:

a) If you are repaying a Variable Rate Loan in instalments of principal plus interest, and you are not in default, you may prepay all or part of the Term Facility at any time without notice or penalty.

b) Subject to paragraph (c) below, you may prepay all or part of a Fixed Rate Loan on the following condition. You must pay us, on the prepayment date, a prepayment fee equal to the greater of (i) three months' interest on the Loan calculated at your existing annual interest rate on the date of prepayment (plus any discount you received on your existing annual interest rate), on the amount prepaid, and (ii) the Interest Rate Differential for the remainder of the term of the Loan, determined in accordance with the standard formula used by CIBC in these situations. For prepayment fee calculations, see the "Interest Rate Differential Calculation below.

c) If (a) you are a corporation, (b) the Fixed Rate Loan being prepaid is secured by a mortgage or hypothec on immovables, and (c) the initial term or any renewal term of the Fixed Rate Loan is more than five years, you may prepay all or part of the Fixed Rate Loan at any time after the date that is five years from the date the Fixed Rate Loan was advanced to you or the most recent date as of which the Fixed Rate Loan has been renewed for a new term, as the case may be, in addition to principal and interest to the date of such prepayment and instead of notice, three months' further interest calculated at your existing annual interest rate on the date of prepayment (plus any discount you received on your existing annual interest rate) on the principal amount prepaid.

d) We will apply the prepayment against instalments in reverse order of due date.

e) The prepayment fee required by paragraph (b) above is not applicable to any Fixed Rate Loans in an original principal amount of less than $100,000 granted to a sole proprietor or individual unless it is secured by a collateral mortgage or hypothec on immovables.

7.6 REPAYMENT OF COMMITTED INSTALMENT LOANS: Each non-revolving Facility that is a Committed Instalment Loan is payable in regular instalments as indicated in the Letter, but is repayable in full upon the occurrence of an Event of Default.

7.7 REPAYMENT OF DEMAND INSTALMENT LOANS: Each non-revolving Facility that is a Demand Instalment Loan is repayable in full upon demand by CIBC notwithstanding that certain Facilities in the Letter indicate that regular instalments (or interest only) are payable and refers to a Last Regular Scheduled Payment Date.

7.8 COLLATERAL MORTGAGE AND PREPAYMENT: If the Fixed Rate Loan is secured by a mortgage or hypothec on immovable, the applicable document is amended by deletion of all terms (if any) that relate to prepayment of the Fixed Rate Loan. The only prepayment terms that apply to the Fixed Rate Loan are the ones set forth in this Agreement.

7.9 INTEREST RATE DIFFERENTIAL CALCULATION: For the purpose of calculating prepayment fees noted above, "Interest Rate Differential for the remainder of the term" means:

a) in the case of a Farm Mortgage Loan, the difference between the cost of funds to CIBC for the relevant term on the date the Farm Mortgage Loan was advanced and the cost of funds to CIBC to reinvest in a Farm Mortgage Loan for a term equal to the closest lower annual term of the remaining period of the Farm Mortgage Loan on the date the prepayment is calculated (as indicated in the Fixed Rate Farm Mortgage Loan Reinvestment Table below) multiplied by the amount of the Loan being prepaid, (assuming that interest was payable monthly on the Farm

Mortgage Loan) multiplied by the remaining period of the Farm Mortgage Loan in months, divided by 12; and

b) in the case of a Fixed Rate Fixed Term Loan, the difference between the net present value of the Fixed Rate Fixed Term Loan and the amount being prepaid. For purposes of calculating the Interest Rate Differential for the remainder of the term for Fixed Rate Fixed Term Loans, the calculation of "net present value of the Fixed Rate Fixed Term Loan" is based on a formula (determined by CIBC in accordance with its usual banking practice) that takes into account (i) CIBC's cost of funds for the Fixed Rate Fixed Term Loan at the time the Loan was made, (ii) the number of interest periods (i.e. weekly, monthly, quarterly, etc.) remaining in the term of the Fixed Rate Fixed Term Loan (calculated from the beginning of the last interest period that falls on or before the date of prepayment), (iii) the amount of principal and interest that would have been payable for each regularly scheduled payment period (i.e. weekly, monthly, quarterly etc.) and/or interest period, as the case may be, had the Fixed Rate Fixed Term Loan not been prepaid, (iv) the remaining amortization period of the Fixed Rate Fixed Term Loan, and (v) CIBC's cost of funds to provide a new Fixed Rate Fixed Term Loan on the date of prepayment for a term closest to the remaining period of the Fixed Rate Fixed Term Loan for which CIBC has posted interest rates (as indicated in the Fixed Rate Fixed Term Loan Reinvestment Table below).

The following table indicates the term that CIBC will use to calculate the Interest Rate Differential for the remainder of the term by setting out the period that CIBC will use as the remaining term to reinvest in a Fixed Rate Farm Mortgage Loan or Fixed Rate Loan for a fixed term, as the case may be. Column A lists the remaining period in the term of the Fixed Rate Farm Mortgage Loan or Fixed Rate Fixed Term Loan, and Column B lists the term used to determine the cost of funds to CIBC to reinvest in the same type of Loan on the prepayment date:

Fixed Rate Farm Mortgage Loan Reinvestment Table	
Column A	**Column B**
Less than or equal to 3 months	Monthly basis
Greater than 3 months and less than or equal to 23 months	1 year
Greater than 23 months and less than or equal to 35 months	2 years
Greater than 35 months and less than or equal to 47 months	3 years
Greater than 47 months and less than or equal to 59 months	4 years
Greater than 59 months and less than or equal to 83 months	5 years
Greater than 83 months and less than or equal to 119 months	7 years
120 months or greater	10 years

Fixed Rate Fixed Term Loan Reinvestment Table	
Column A	**Column B**
Less than or equal to 3 months	Monthly basis
Greater than 3 months and less than or equal to 17 months	1 year
Greater than 17 months and less than or equal to 29 months	2 years
Greater than 29 months and less than or equal to 41 months	3 years
Greater than 41 months and less than or equal to 53 months	4 years
Greater than 53 months and less than or equal to 77 months	5 years
Greater than 77 months and less than or equal to 101 months	7 years

For sample calculations, or to find out the amount of the Interest Rate Differential for the remainder of the term on your Fixed Term Fixed Rate Loan, please contact CIBC.

8 DEFINITIONS

8.1 In this Agreement "you" and "your" refer to the customer in whose favour, subject to the terms of this Agreement, the Facilities are established (and for greater certainty, if the customer is a business, such terms refer to the business and not a key principal, principal, guarantor or signing officer of the business), and "CIBC", "we", "us" and "our" refer to Canadian Imperial Bank of Commerce.

8.2 Unless otherwise stated in this Agreement:

"Affiliate" means any other person or entity that directly or indirectly controls, is controlled by, or is under direct or indirect common control with you and includes any person or entity in like relation to an Affiliate. One person or entity shall be deemed to control another person or entity if the first person or entity possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person or entity, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means the Letter, including this Schedule and any other Schedules to the Letter, as amended, renewed, replaced or supplemented from time to time.

"Amendment Fee" means the fee charged for each amendment request by you. The amendment fee compensates us for the due diligence, analysis and administration necessary to amend your Facility(ies).

"Annual Review Fee" means the fee charged when you are renewing an existing Facility(ies). The annual review fee compensates us for the due diligence and financial statement analysis necessary to renew your Facility(ies).

"Business Day" means any day excluding Saturday, Sunday and excluding any day which is a legal holiday in the province or territory where you have your Operating Account.

"Capital Expenditures" means the outlay of money to acquire or improve capital assets such as buildings, machinery, vehicles, etc.

"Cash Flow" means the EBITDA, less unfunded Capital Expenditures and Debt Service.

"CIBC Base Rate" means the current posted interest rate per year which varies by term as declared by CIBC for CIBC brand closed fixed rate fixed term loans in Canada.

"CIBC Residential Mortgage Rate" means the current posted interest rate per year which varies by term as declared by CIBC Mortgages Inc. for CIBC brand closed fixed rate residential Canadian dollar mortgage loans in Canada.

"Committed Instalment Loan" means a loan that is payable in regular instalments and is repayable in full upon the occurrence of an Event of Default. Such Committed Instalment Loan may be either a Fixed Rate Loan or a Variable Rate Loan

"cost of funds to CIBC" or "CIBC's cost of funds" for purposes of calculating the Interest Rate Differential for the remainder of the term is the "Transfer Price Rate" as determined by CIBC's Treasury Balance Sheet and Risk Management area based on Canadian cash and swap markets for the date on which cost of funds is being determined.

"Credit Limit" means, in respect of any Facility, the credit limit indicated in the Letter.

"Creditor Insurance" means the type of insurance whereby the insurer agrees to pay off the insured outstanding Facility balances or debts of individuals in the event of death.

"Current Assets" means cash, accounts receivable, inventory and other assets that are likely to be converted into cash, sold, exchanged or expended in the normal course of business within one year or less, excluding amounts due from related parties.

"Current Liabilities" means debts that are or will become payable within one year or one operating cycle, whichever is longer, and which will require Current Assets to pay. They usually include accounts payable, accrued expenses, deferred revenue, operating loans and the current portion of long-term debt.

"Current Ratio" means the result of Current Assets divided by Current Liabilities.

"Debt" includes (i) an obligation for borrowed money, (ii) an obligation evidenced by a note, bond, debenture or other similar instrument, (iii) an obligation for the deferred purchase price of property or services, (iv) a capitalized lease obligation, (v) a guarantee, indemnity or financial support obligation, determined in accordance with GAAP, (vi) an obligation (of you or any other person or entity) secured by a Lien on any of your property, even though you have not otherwise assumed or become liable for the payment of such obligation, (vii) an obligation arising in connection with an acceptance facility or letter of credit issued for your account, and (viii) a capital share that is redeemable by you either at a fixed time or on demand by the holder of such share, valued at the maximum purchase price at which you may be required to redeem, repurchase or otherwise acquire such share.

"Debt Service" means EBITDA minus the current portion of long-term debt and interest expense.

"Debt Service Ratio" means the ratio of X to Y, where X is (i) EBITDA, in the case of a corporation; or (ii) EBITDA less partners' draws in the case of a partnership; or (iii) EBIDA less proprietor's draws, in the case of a sole proprietorship; and Y is the current portion of long term debt, plus interest expense

"Debt to Effective Equity Ratio" means the ratio of X to Y, where X is Debt, less all Postponed Debt, and Y is the total of Shareholders' Equity, plus all Postponed Debt, less: (i) amounts due from/investments in related parties and (ii) Intangibles, if Customer is a corporation.

"Demand Instalment Loan" means a loan that is repayable in regular instalments (or interest only) as indicated in the Letter and is repayable in full upon demand, even if certain Facilities in the Letter indicate that regular instalments (or interest only) are payable and there is reference to a Last Regular Scheduled Payment Date. Such Demand Instalment Loan may be either a Fixed Rate Loan or a Variable Rate Loan.

"Dividends" means payments to shareholders reflected as a charge against retained earnings. Dividends may be paid on both preferred and common shares. Dividends must be approved by the company's board of directors, and may only be declared if the company meets specified financial tests.

"EBIT" means earnings before interest and income taxes.

"EBITDA" means earnings before income taxes, plus interest and depreciation/amortization.

"EDC Receivable Value" means at any time, the value of your EDC Receivables. For purposes of this valuation we exclude any receivable (i) that is not subject to the Security, (ii) that is subject to any Lien not specifically permitted by us, (iii) that does not satisfy EDC's eligibility criteria for accounts receivable insurance, (iv) that is subject to any offset or counterclaim or compensation by the applicable account debtor, (v) that is payable in a currency that is not acceptable to us, (vi) that is owed by an Affiliate or any employee, agent or representative of you or an Affiliate, or (vii) that is otherwise excluded by us in our reasonable discretion.

"EDC Receivables" means your receivables that are insured by accounts receivable insurance of Export Development Canada in good standing which has been assigned to CIBC in form acceptable to us.

"Effective Equity" means Shareholders' Equity, plus all Postponed Debt less (i) amounts due from/investments in related parties and (ii) Intangibles.

"Event of Default" means, in connection with any Committed Instalment Loan (even if that Committed Instalment Loan has not yet been drawn), the occurrence of any of the following events (or the occurrence of any other event of default described in this Agreement, in any of the Security or in any other agreement or document you have signed with us):

a) You do not pay, when due, any amount that you are required to pay us under this Agreement or otherwise, or you do not perform any of your other obligations to us under this Agreement or otherwise.

b) Any part of the Security terminates or is no longer in effect, without our prior written consent.

c) You cease to carry on your business in the normal course, or it reasonably appears to us that that may happen.

d) A representation that you have made (or deemed to have made) in this Agreement or in any Security is incorrect or misleading in any material respect.

e) If you are a corporation, there is, in our reasonable opinion, a change in effective control of the corporation, or if you are a partnership, there is a change in the partnership membership.

f) We believe, in good faith and upon commercially reasonable grounds, that all or part of the property subject to any of the Security is or is about to be placed in jeopardy or that an event has occurred that has a Material Adverse Effect.

g) The holder of a Lien takes possession of all or part of your property; or a distress, execution or other similar process is levied against any such property.

h) You:

(i) become insolvent;

(ii) are unable generally to pay your debts as they become due;

(iii) make a proposal in bankruptcy, or file a notice of intention to make such a proposal;

(iv) make an assignment in bankruptcy;

(v) bring a court action to have yourself declared insolvent or bankrupt; or someone else brings an action for such a declaration; or

(vi) you default in payment or breach any other obligation to any of your other creditors.

i) *If you are a corporation:*

(i) you are dissolved;

(ii) your shareholders or members pass a resolution for your winding-up or liquidation;

(iii) someone goes to court seeking your winding-up or liquidation, or the appointment of an administrator, conservator, receiver, trustee, custodian or other similar official for you or for all or substantially all your assets; or

(iv) you seek protection under any statute offering relief against the company's creditors.

If there is more than one borrower and forfeiture of the term is incurred by any one borrower, then it also means there is forfeiture of the term for all other borrowers.

"Excess Interest Rate", means the variable reference interest rate per year declared by CIBC from time to time to be its interest rate on accounts that exceed their authorized Credit Limit, which is currently an annual rate of 21%.

"Excluded Taxes" means Taxes imposed on CIBC's overall net income or franchise taxes, taxes on doing business or taxes measured by our capital or net worth.

"Fixed Charge Coverage Ratio" means the ratio of X to Y, where X is EBITDA, less the sum of cash taxes, Dividends and net shareholder and related party disbursements, and Y is principal and interest payments.

"Fixed Rate Loan" means a non-revolving Facility on which interest is calculated at a fixed rate of interest.

"Funded Debt" means the aggregate of all obligations or borrowings bearing interest. This may include all obligations for the deferred payment of the purchase of property, all capital lease obligations, all indebtedness secured by purchase money security interests and the amount of any contingent liabilities such as guarantees or other financial assistance provided in respect of the liabilities of a third party. This usually excludes Postponed Debt if it is from a primary shareholder.

"Funded Debt to EBITDA Ratio" means the ratio of X to Y, where X is the total Funded Debt and Y is EBITDA.

"Funded Debt to Total Capital Ratio" means the ratio of X to Y, where X is the total of Funded Debt, and Y is the Total Capital.

"GAAP" or "Generally Accepted Accounting Principles" means those accounting principles which are recognized as being generally accepted in Canada and which are in effect from time to time as set out in the handbook published by the Canadian Institute of Chartered Accountants. If you have, or the party to which references to GAAP are intended to apply has, adopted International Financial Reporting Standards ("IFRS"), then the applicable references in this Agreement to GAAP or Generally Accepted Accounting Principles may be interpreted to mean IFRS, but only if CIBC has consented to such change.

"Hypothecated Account" includes a mutual fund account, a CIBC Private Investment Counsel Inc. (formerly TAL Private Management) PFA (Pooled Fund) account, a CIBC Trust account, a CIBC Private Investment Counsel Inc.

(formerly TAL Management) Custodial account or a Personal Portfolio Services account held at CIBC Trust Inc., or any other account in which Liquid Securities are maintained.

"Interest Coverage Ratio" means the ratio of X to Y, where X is EBIT and Y is interest expense.

"Intangibles" means assets of the business that have no value in themselves but represent value in the context of the business operation, including, without limitation, such personal property as goodwill; copyrights, patents and trademarks; franchises; licences; leases; research and development costs; capitalized advertising costs; organization costs; exploration permits; and deferred development costs.

"Inventory Value" means, at any time, the value of your inventory, determined at the lower of cost and market on a first-in, first-out basis. For purposes of this valuation we exclude any inventory (i) that is work-in-progress, (ii) that is not located in Canada, (iii) that is not subject to the applicable duly perfected Liens created by the Security, (iv) that is subject to any Lien not specifically permitted by us, (v) that may be seized by your landlord, (vi) that is obsolete or not readily saleable in the ordinary course of business, (vii) that has not been paid for in full and is subject to a right of repossession; or (viii) that is otherwise excluded by us in our reasonable discretion. For any margined agricultural Facilities, see also the definition of "Inventory Value" applicable to such Facilities below under "Agricultural Facilities".

"Investment" means any direct or indirect investment in or purchase or other acquisition of the securities of or any equity interest in any person or entity, any loan or advance to, or arrangement for the purpose of providing funds or credit to (excluding extensions of trade credit in the ordinary course of business in accordance with customary commercial terms), or capital contribution to, any person or entity, or any purchase or other acquisition of all or substantially all of the property of any person or entity.

"Letter" means the letter agreement between you and CIBC to which this Schedule and any other Schedules are attached, as the same may be amended, restated, supplemented, renewed or replaced from time to time.

"Lien" includes without limitation a mortgage, charge, lien, hypothec, prior claim, security interest or encumbrance of any sort on any property or asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

"Liquid Security" is as defined in the Letter.

"Loan" means a term loan under a Facility.

"Loan Administration Fee" means the monthly fee charged for monitoring and administering any Facility that is a revolving Facility (other than a Revolving Term Facility).

"Market Value" means with respect to any Liquid Security, the value at which such security may be sold in the market by CIBC or its nominee or agent on the date upon which such sale or potential sale is to be made, as determined by CIBC.

"Material Adverse Effect" means a material adverse effect on your business, property, condition (financial or otherwise) or prospects considered as a whole, or a material adverse effect on your ability to perform your obligations under any of this Agreement and the Security.

"Minimum Effective Equity" means the dollar amount below which Effective Equity is not to reduce.

"Normal Course Lien" means a Lien that (a) arises by operation of law or in the ordinary course of business as a result of owning any such asset (but does not include a Lien given to another creditor to secure debts owed to that creditor) and (b), taken together with all other Normal Course Liens, does not materially affect the value of the asset or its use in the business.

"Operating Account" means your Canadian dollar or US dollar business operating account(s) with us selected by us from time to time.

"Other Fees" or "Fees" means any other fees charged for your Facility(ies), which could relate to the type of instrument used in connection with a Facility, the discharge of Security, site inspection fees, environmental reports prepared by us or completed by an environmental engineering company, fees required to be paid for government sponsored programs, etc. The specific reason and amount of the fee is detailed in the Letter or as advised by us.

"Postponed Debt" means Debt (i) where priority of both repayment and security is formally postponed by the holder of such Debt in our favour by a written postponement satisfactory to us, (ii) incurred without breaching any obligation to us and at a time when you are not in default of any obligation to us, (iii) no principal of which is repayable so long as any amount is owed by you to us (or until such earlier date as we may agree in writing), (iv) which is not secured by any covenant that is more onerous than or in excess of the covenants in our favour in this Agreement.

"Prime Rate" means a fluctuating annual interest rate equal at all times to the reference rate of interest (however designated) by CIBC for determining interest chargeable by us on loans in Canadian dollars made in Canada.

"Prior Ranking Claims" means, at any time, any of your liabilities that ranks, in right of payment in any circumstances, equal to or in priority to any of your liabilities to us. Examples are unpaid wages, salaries and commissions, unremitted source deductions for vacation pay, arrears of rent, unpaid taxes, amounts owed in respect of worker's compensation, amounts owed to unpaid vendors who have a right of repossession, and amounts owing to creditors which may claim priority by statute or under a Purchase Money Lien.

"Purchase Money Lien" means any Lien which secures a Purchase Money Obligation permitted by this Agreement, provided that such Lien is created not later than 30 days after such Purchase Money Obligation is incurred and does not affect any asset other than the asset financed by such Purchase Money Obligation.

"Purchase Money Obligation" means any Debt (including without limitation a capitalized lease obligation) incurred or assumed to finance all or any part of the acquisition price (and not exceeding the fair market value) of any asset acquired by you.

"Receivable Value" means, at any time, the value of your receivables. For purposes of this valuation we exclude any receivable (i) that is not subject to the Security, (ii) that is subject to any Lien not specifically permitted by us, (iii) that has been outstanding for a period greater than that indicated in the Letter in the margin section of the applicable Facility, (iv) that is subject to any offset or counterclaim or compensation, (v) that is owed by any person or entity whose principal place of business is located outside Canada or the United States of America, (vi) that is payable in a currency that is not acceptable to us, (vii) that is owed by an Affiliate or any employee, agent or representative of you or an Affiliate, (viii) with respect to which a cheque, note, draft or other payment instrument has not been honoured in accordance with its terms, (ix) that is owed by any person or entity that is insolvent or is otherwise doubtful of collection in our reasonable opinion, or (x) that is otherwise excluded by us in our reasonable discretion.

"Revolving Term Facility" means a Revolving Term Facility indicated in the Letter, and includes a Revolving Farm Term Facility.

"Security" means any security (including, without limitation, any guarantee) held by us for your indebtedness, obligations and liabilities to us, whether granted in respect of a particular Facility or all Facilities.

"Shareholders' Equity" means the total shareholders' equity (or, as the case may be, partners' capital or proprietor's capital) that would be shown on your balance sheet prepared in accordance with GAAP but excluding (i) any accounts owed to you by an Affiliate or any shareholder, director, officer, employee, agent or representative of you or an Affiliate, and (ii) any intangibles such as, without limitation, goodwill, copyrights, patents, trademarks, franchises, licences, leases, research and development costs, and deferred development costs.

"Standby Fee" means the fee that applies to the unused portion of any Facility that is a revolving Facility (other than a Revolving Term Facility). For example, if the total approved amount of a revolving Facility is $100,000 and the unused portion over the month is $60,000, then $60,000 is multiplied by the Standby Fee percentage (%) and divided by twelve to determine the Standby Fee payable per month.

"Structuring Fee" means the fee charged when you are requesting a new Facility. The structuring fee provides compensation for the time spent by CIBC to process your Facility application.

"Subsidiary" means any person or entity of which you, directly or indirectly, beneficially own or control, shares or other equity units having ordinary voting power to elect a majority of the board of directors or other individuals performing comparable functions, or which are entitled to or represent more than 50% of the owners' equity or capital or entitlement to profits, and shall include any other person or entity in like relationship to a Subsidiary of you.

"Taxes" means all income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings now or hereafter imposed, levied, collected, withheld or assessed and includes sales taxes, value added taxes and goods and services taxes.

"Total Capital" means Shareholders' Equity.

"US Base Rate" means a fluctuating annual interest rate equal at all times to the reference rate of interest (however designated) by CIBC for determining interest chargeable by CIBC on loans in US dollars made in Canada.

"Variable Rate Loan" means a non-revolving Facility on which interest is calculated at a fluctuating rate of interest.

"Withdrawals" means money paid to the owners of the Company beyond normal salaries or transfers to related parties.

"Working Capital" means the dollar amount that Current Assets less Current Liabilities is not to reduce below.

8.3 AGRICULTURAL FACILITIES: The following definitions apply to any Farm Operating Line of Credit, Farm Term Facility, Revolving Farm Term Facility, Farm Improvement and Marketing Cooperatives Loans Act Facility, Farm Mortgage Loan, Farm Provincial Loan Program or Provincial Guaranteed Farm Loan:

"Crops held for sale" means crop production harvested and stored and available for sale.

"Inventory Value" includes the total market value of your inventories listed in the Letter with respect to the applicable Facility, other than

a) inventories supplied by trade creditors who at that time have not been fully paid and would have a right to repossess all or part of such inventories, and

b) those inventories we may from time to time designate.

"Market Livestock" means cattle, hogs or other livestock purchased raised or with intention to feed and sell at market weights.

Tab I

THIS IS **EXHIBIT "I"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

Security Agreement

08642, 300 WEST BEAVER CREEK RD., RICHMOND HILL, ON L4B3B1
Bank Office

For valuable consideration, the undersigned (the "Customer") agrees with Canadian Imperial Bank of Commerce ("CIBC") as follows:

1. **Grant of Security.** The Customer mortgages, charges and assigns to CIBC, and grants to CIBC, and CIBC takes, a Security Interest in the property described in the following paragraph or paragraphs of this section (as applicable in accordance with the NOTE appearing at the end of this section), and in all property described in any schedules, documents or listings that the Customer may from time to time sign and provide CIBC in connection with this Agreement, and in all present and future Accessions to, and all Proceeds of any such property (collectively, the "Collateral") as a general and continuing collateral security for the due payment and performance of the Liabilities:

   ☐ a) **Specific Personal Property:** the Personal Property described in Schedule A.

   ☒ b) **All Personal Property:** all of the Customer's present and after-acquired undertaking and Personal Property (including any property that may be described in Schedule A).

   ☐ c) **All Real Property:** all of the Customer's present and after-acquired real Property (including any property that may be described in Schedule A), together with all buildings placed, installed or erected on any such property, and all fixtures.

NOTE: Check appropriate box or boxes to indicate which of paragraphs (a), (b), or (c) are to apply. If no box is checked off, paragraph (b) will apply.

2. **Governing Law.** This agreement is governed by the laws of Ontario.

ADDITIONAL TERMS AND CONDITIONS. The Additional Terms and Conditions (including any schedules) on the following pages form part of this agreement.

The Customer has signed this Agreement on March 26, 2015.

2252709 ONTARIO INC.	[signature]	
Name (Record in full)	Signature	Signature
1935 SILICONE DRIVE	Gary Bodinardi President	
Address	Name & Title	Name & Title
PICKERING, Ontario, L1W3V7	March 26 2015	
City, Province, Postal Code	Date	Date

Note: If the Customer is a corporation, the office (such as "President" or "Secretary") of the person signing should be noted below that person's signature.

Schedule A

The following is a description of property included in the Collateral (describe personal property by item or kind; if space is insufficient, use a separate sheet):

Security Agreement

Schedule B

The following are the Places of Business (if space is insufficient, use a separate sheet):

Additional Terms And Conditions

3. **Places of Business.** The Customer represents and warrants that the locations of all existing Places of Business are specified in Schedule B. The Customer will promptly notify CIBC in writing of any additional Places of Business as soon as they are established. Subject to section 5, the Collateral will at all times be kept at the Places of Business, and will not be removed without CIBC's prior written consent.
4. **Collateral Free of Charges.** The Customer represents and warrants that the Collateral is, and agrees that the Collateral will at all times be, free of any Charge or trust except in favour of CIBC or incurred with CIBC's prior written consent. CIBC may, but will not have to, pay any amount or take any action required to remove or redeem any unauthorized Charge. The Customer will immediately reimburse CIBC for any amount so paid and will indemnify CIBC in respect of any action so taken.
5. **Use of Collateral.** The Customer will not, without CIBC's prior written consent, sell, lease or otherwise dispose of any of the Collateral (other than Inventory, which may be sold, leased or otherwise disposed of in the ordinary course of the Customer's business). All Proceeds of the Collateral (including among other things all amounts received in respect of Receivables), whether or not arising in the ordinary course of the Customer's business, will be received by the Customer as trustee for CIBC and will be immediately paid to CIBC.
6. **Insurance.** The Customer will keep the Collateral insured to its full insurable value against loss or damage by fire and such other risks as are customarily insured for property similar to the Collateral (and against such other risks as CIBC may reasonably require). At CIBC's request, all policies in respect of such insurance will contain a loss payable clause, and if the Collateral includes real property will contain a mortgage clause, in favour of CIBC and in any event the Customer assigns all proceeds of insurance on the Collateral to CIBC. The Customer will, from time to time at CIBC's request, deliver such policies (or satisfactory evidence of such policies) to CIBC. If the Customer does not obtain or maintain such insurance, CIBC may, but will not have to, do so. The Customer will immediately reimburse CIBC for any amount so paid. The Customer will promptly give CIBC written notice of any loss or damage to all or any part of the Collateral.
7. **Information and Inspection.** The Customer will from time to time immediately give CIBC in writing all information requested by CIBC relating to the Collateral, the Places of Business, and the Customer's financial or business affairs. The Customer will promptly advise CIBC of the Serial Number, model year, make and model of each Serial Number Good at any time included in the Collateral that is held as Equipment, including in circumstances where the Customer ceases holding such Serial Number Good as Inventory and begins holding it as Equipment. CIBC may from time to time inspect any Books and Records and any Collateral, wherever located. For that purpose CIBC may, without charge, have access to each Place of Business and to all mechanical or electronic equipment, devices and processes where any of them may be stored or from which any of them may be retrieved. The Customer authorizes any Person holding any Books and Records to make them available to CIBC, in a readable form, upon request by CIBC.
8. **Receivables.** If the Collateral includes Receivables, CIBC may advise any Person who is liable to make any payment to the Customer of the existence of this Agreement. CIBC may from time to time confirm with such Persons the existence and the amount of the Receivables. Upon Default, CIBC may collect and otherwise deal with the Receivables in such manner and upon such terms as CIBC considers appropriate.
9. **Receipts Prior to Default.** Until Default, all amounts received by CIBC as Proceeds of the Collateral will be applied on account of the Liabilities in such manner and at such times as CIBC may consider appropriate or, at CIBC's option, may be held unappropriated in a collateral account or released to the Customer.
10. **Default.**
    (1) **Events of Default.** The occurrence of any of the following events or conditions will be a Default:
    (a) the Customer does not pay any of the Liabilities when due;
    (b) the Customer does not observe or perform any of the Customer's obligations under this Agreement or any other agreement or document existing at any time between the Customer and CIBC;
    (c) any representation, warranty or statement made by or on behalf of the Customer to CIBC is untrue in any material respect at the time when or as of which it was made;
    (d) the Customer ceases or threatens to cease to carry on in the normal course the Customer's business or any material part thereof;
    (e) if the Customer is a corporation, there is, in CIBC's reasonable opinion, a change in effective control of the Customer, or if the Customer is a partnership, there is a dissolution or change in the membership of the partnership;
    (f) the Customer becomes insolvent or bankrupt or makes a proposal or files an assignment for the benefit of creditors under the Bankruptcy and Insolvency Act (Canada) or similar legislation in Canada or any other jurisdiction; a petition in bankruptcy is filed against the Customer; or, if the Customer is a corporation, steps are taken under any legislation by or against the Customer seeking its liquidation, winding-up, dissolution or reorganization or any arrangement or composition of its debts;
    (g) a Receiver, trustee, custodian or other similar official is appointed in respect of the Customer or any of the Customer's property;
    (h) the holder of a Charge takes possession of all or any part of the Customer's property, or a distress, execution or other similar process is levied against all or any part of such property; or

(i) CIBC, in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy.

(2) **Rights upon Default.** Upon Default, CIBC and a Receiver, as applicable, will to the extent permitted by law have the following rights.

(a) **Appointment of Receiver.** CIBC may by instrument in writing appoint any Person as a Receiver of all or any part of the Collateral. CIBC 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. Any Receiver appointed by CIBC will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the Customer's agent. CIBC may from time to time fix the Receiver's remuneration and the Customer will pay CIBC the amount of such remuneration. CIBC will not be liable to the Customer or any other Person in connection with appointing or not appointing a Receiver or in connection with the Receiver's actions or omissions.

(b) **Dealings with the Collateral.** CIBC or a Receiver may take possession of all or any part of the Collateral and retain it for as long as CIBC or the Receiver considers appropriate, receive any rents and profits from the Collateral, carry on (or concur in carrying on) all or any part of the Customer's business or refrain from doing so, borrow on the security of the Collateral, repair the Collateral, process the Collateral, prepare the Collateral for sale, lease or other disposition, and sell or lease (or concur in selling or leasing) or otherwise dispose of the Collateral on such terms and conditions (including among other things by arrangement providing for deferred payment) as CIBC or the Receiver considers appropriate. CIBC or the Receiver may (without charge and to the exclusion of all other Persons including the Customer) enter upon any Place of Business.

(c) **Realization.** CIBC or a Receiver may use, collect, sell, lease or otherwise dispose of, realize upon, release to the Customer or other Persons and otherwise deal with, the Collateral in such manner, upon such terms (including among other things by arrangement providing for deferred payment) and at such times as CIBC or the Receiver considers appropriate. CIBC or the Receiver may make any sale, lease or other disposition of the Collateral in the name of and on behalf of the Customer or otherwise.

(d) **Application of Proceeds After Default.** All Proceeds of Collateral received by CIBC or a Receiver may be applied to discharge or satisfy any expenses (including among other things the Receiver's remuneration and other expenses of enforcing CIBC's rights under this Agreement), Charges, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by CIBC or the Receiver to preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Charges on the Collateral ranking in priority to any Charge created by this Agreement, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds will be applied to the Liabilities in such manner and at such times as CIBC considers appropriate and thereafter will be accounted for as required by law.

(3) **Other Legal Rights.** Before and after Default, CIBC will have, in addition to the rights specifically provided in this Agreement, the rights of a secured party under the PPSA, as well as the rights recognized at law and in equity. No right will be exclusive of or dependent upon or merge in any other right, and one or more of such rights may be exercised independently or in combination from time to time.

(4) **Deficiency.** The Customer will remain liable to CIBC for payment of any Liabilities that are outstanding following realization of all or any part of the Collateral.

11. **CIBC not Liable.** CIBC will not be liable to the Customer or any other Person for any failure or delay in exercising any of its rights under this Agreement (including among other things any failure to take possession of, collect, or sell, lease or otherwise dispose of, any Collateral). None of CIBC, a Receiver or any agent of CIBC (including, in Alberta, any sheriff) is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Chattel Paper, Securities or Instrument in possession of CIBC, a Receiver or CIBC's agent.

12. **Charges and Expenses.** The Customer agrees to pay on demand all costs and expenses incurred (including among other things legal fees on a solicitor and client basis) and fees charged by CIBC in connection with obtaining or discharging this Agreement or establishing or confirming the priority of the Charges created by this Agreement or by law, compliance with any demand by any Person under the PPSA to amend or discharge any registration relating to this Agreement, and by CIBC or any Receiver in exercising any remedy under this Agreement (including among other things preserving, repairing, processing, preparing for disposition and disposing of the Collateral by sale, lease or otherwise) and in carrying on the Customer's business. All such amounts will bear interest from time to time at the highest interest rate then applicable to any of the Liabilities, and the Customer will reimburse CIBC upon demand for any amount so paid.

13. **Further Assurances.** The Customer will from time to time immediately upon request by CIBC take such action (including among other things the signing and delivery of financing statements and financing change statements, other schedules, documents or listings describing property included in the Collateral, further assignments and other documents, and the registration of this Agreement or any other Charge against any of the Customer's real property) as CIBC may require in connection with the Collateral or as CIBC may consider necessary to give effect to this Agreement. If permitted by law, the Customer waives the right to sign or receive a copy of any financing statement or financing change statement, or any statement issued by any registry that confirms any registration of a financing statement or financing change statement, relating to this Agreement. The Customer irrevocably appoints the Manager or the Acting Manager from time to time of CIBC's branch specified on the first page of this Agreement as the Customer's attorney (with full powers of substitution and delegation) to

sign, upon Default, all documents required to give effect to this section. Nothing in this section affects the right of CIBC as secured party, or any other Person on CIBC's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as CIBC or such other Person considers appropriate.

14. **Dealings by CIBC.** CIBC may from time to time increase, reduce, discontinue or otherwise vary the Customer's credit facilities, grant extensions of time and other indulgences, take and give up any Charge, abstain from taking, perfecting or registering any Charge, accept compositions, grant releases and discharges and otherwise deal with the Customer, customers of the Customer, guarantors and others, and with the Collateral and any Charges held by CIBC, as CIBC considers appropriate without affecting the Customer's obligations to CIBC or CIBC's rights under this Agreement.

15. **Definitions.** In this Agreement:

    "*Accessions*", "*Account*", "*Chattel Paper*", "*Document of Title*", "*Equipment*", "*Goods*", "*Instrument*", "*Intangible*", "*Inventory*", "*Proceeds*", "*Purchase-Money Security Interest*" and "*Security Interest*" have the respective meanings given to them in 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 Customer (or any Person on the Customer's behalf) has access.

    "*Charge*" means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), assignment, financial lease, title retention agreement or arrangement, security interest or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property that is prior to the right of any other creditor in respect of such property.

    "*Consumer Goods*" has the meaning given to it in the PPSA, except that, if this Agreement is governed by the laws of the Yukon, it does not include special consumer goods as that term is defined in the Yukon PPSA.

    "*Default*" has the meaning set out in subsection 10(1).

    "*Liabilities*" means all present and future indebtedness and liability of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Customer to CIBC, wherever and however incurred and any unpaid balance thereof.

    "*Money*" has the meaning given to it in the PPSA or, if there is no such definition, means a medium of exchange authorized or adopted by the Parliament of Canada as part of the currency of Canada, or by a foreign government as part of its currency.

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

    "*Personal Property*" means personal property and includes among other things Inventory, Equipment, Receivables, Books and Records, Chattel Paper, Goods, Documents of Title, Instruments, Intangibles (including intellectual property), Money, and Securities, and includes all Accessions to such property.

    "*Place of Business*" means a location where the Customer carries on business or where any of the Collateral is located (including any location described in Schedule B).

    "*PPSA*" means the Personal Property Security Act in the province or territory noted in section 2 of this Agreement, as such legislation may be amended, renamed or replaced from time to time (and includes all regulations made from time to time under such legislation) and in the case of any province or territory that does not have an act by that name, such legislation as deals generally with Charges on personal property.

    "*Receivables*" means all debts, claims and choses in action (including among other things Accounts and Chattel Paper) now or in the future due or owing to or owned by the Customer.

    "*Receiver*" means a receiver or a receiver and manager.

    "*Securities*" has the meaning given to it in the PPSA or, if there is no such definition and the PPSA defines "security" instead, it means the plural of that term.

    "*Serial Number*" means the number that the Person who manufactured or constructed a Serial Number Good permanently marked or attached to it for identification purposes or, if applicable, such other number as the PPSA stipulates as the serial number or vehicle information number to be used for registration purposes of such Serial Number Good.

    "*Serial Number Good*" means a motor vehicle, trailer, mobile home, aircraft airframe, aircraft engine or aircraft propeller, boat or an outboard motor for a boat.

16. **General.**

    (1) **Reservation of the Last Day of any Lease.** The Charges created by this Agreement do not extend to the last day of the term of any lease or agreement for lease; however, the Customer will hold such last day in trust for CIBC and, upon the exercise by CIBC of any of its rights under this Agreement following Default, will assign such last day as directed by CIBC.

    (2) **Attachment of Security Interest.** The Security Interests created by this Agreement are intended to attach

    i) to existing Collateral when the Customer signs this Agreement, and

    ii) to Collateral subsequently acquired by the Customer, immediately upon the Customer acquiring any rights in such Collateral. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

(3) **Purchase-Money Security Interest.** If CIBC gives value for the purpose of enabling the Customer to acquire rights in or to any of the Collateral, the Customer will in fact apply such value to acquire those rights (and will provide CIBC with such evidence in this regard as CIBC may require), and the Customer grants to CIBC, and CIBC takes, a Purchase-Money Security Interest in such Collateral to the extent that the value is applied to acquire such rights. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the amount of any such value.

(4) **Description of Collateral in Schedule A.** The fact that box (b) or box (c) of section 1 has been checked without there being any property described in Schedule A does not affect the nature or validity of CIBC's security in the Collateral.

(5) **Entire Agreement.** CIBC has not made any representation or undertaken any obligation in connection with the subject matter of this Agreement other than as specifically set out in this Agreement, and in particular nothing contained in this Agreement will require CIBC to make, renew or extend the time for payment of any loan or other credit accommodation to the Customer or any other Person.

(6) **Additional Security.** The Charges created by this Agreement are in addition and without prejudice to any other Charge now or later held by CIBC. No Charge held by CIBC will be exclusive of or dependent upon or merge in any other Charge, and CIBC may exercise its rights under such Charges independently or in combination.

(7) **Joint and Several Liability.** If more than one Person signs this Agreement as the Customer, the obligations of such Persons will be joint and several.

(8) **Severability; Headings.** Any provision of this Agreement that is void or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions of this Agreement. The headings in this Agreement are for convenience only and do not limit or extend the provisions of this Agreement.

(9) **Interpretation.** When the context so requires, the singular will be read as the plural, and vice versa.

(10) **Copy of Agreement.** The Customer acknowledges receipt of a copy of this Agreement.

(11) **Waivers.** If this Agreement is governed by the laws of Saskatchewan and the Customer is a corporation, the Customer agrees that The Limitation of Civil Rights Act, The Land Contracts (Actions) Act and Part IV (excepting only section 46) of The Saskatchewan Farm Security Act do not apply insofar as they relate to actions as defined in those Acts, or insofar as they relate to or affect this Agreement, the rights of CIBC under this Agreement or any instrument, Charge, security agreement or other document of any nature that renews, extends or is collateral to this Agreement.

(12) **Notice.** CIBC may send to the Customer, by prepaid regular mail addressed to the Customer at the Customer's address last known to CIBC, copies of any document required by the PPSA to be delivered by CIBC to the Customer. Any document mailed in this manner will be deemed to have been received by the Customer upon the earlier of actual receipt by the Customer and the expiry of 10 days after the mailing date. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the mailing date.

(13) **Enurement; Assignment.** This Agreement will enure to the benefit of and be binding upon CIBC, its successors and assigns, and the Customer and the Customer's heirs, executors, administrators, successors and permitted assigns. The Customer will not assign this Agreement without CIBC's prior written consent.

Tab J

THIS IS **EXHIBIT "J"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

Properties

PIN	26462 - 0030 LT	*Interest/Estate*	Fee Simple
Description	PCL 16-1, SEC 40M1552; LT 16, PL 40M1552; CITY OF PICKERING		
Address	1935 SILICONE DRIVE 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	2262709 ONTARIO INC.
Address for Service	1650 Feldspar Court Pickering, Ontario L1W 3R7

I, Gary Wayne Bodimeade, President, have the authority to bind the corporation.

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

Chargee(s) *Capacity* *Share*

Name	CANADIAN IMPERIAL BANK OF COMMERCE
Address for Service	300 West Beaver Creek Road Richmond Hill, Ontario L4B 3B1

Statements

Schedule: See Schedules

Provisions

Principal	$ 3,200,000.00	*Currency*	CDN
Calculation Period	See Schedule		
Balance Due Date	See Schedule		
Interest Rate	See Schedule		
Payments			
Interest Adjustment Date			
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	201203		
Insurance Amount	full insurable value		
Guarantor			

Signed By

Joanne E. Cabral	181 Bay St., Suite 1800, Box 754 Toronto M5J 2T9	acting for Chargor(s)	Signed	2015 03 27

Tel 416-863-1500
Fax 416-863-1515

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

LRO # 40 Charge/Mortgage Receipted as DR1349677 on 2015 03 27 at 13:44

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd Page 2 of 3

Submitted By

AIRD & BERLIS LLP	181 Bay St., Suite 1800, Box 754 Toronto M5J 2T9	2015 03 27

Tel 416-863-1500

Fax 416-863-1515

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Chargor Client File Number : 124019-DJM

Schedule 1 (APFI)

All words that are defined in the set of standard charge terms referred to in the attached Charge/Mortgage of Land shall have the same meaning when used in this Schedule.

Indebtedness

1. For the purposes of the Charge, the term "Indebtedness" means the aggregate of all present and future indebtedness and liabilities of the Chargor to the Bank (direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred as principal or surety, whether incurred alone or with another or others, and whether arising from dealings between the Bank and the Chargor or from other dealings or proceedings by which the Bank may become a creditor of the Chargor) including without limitation the outstanding balance of the Principal Amount advanced to the Chargor from time to time, interest thereon at the Interest Rate and all other present and future indebtedness and liabilities of the Chargor to the Bank payable under or by virtue of the Charge.

Interest Rate

1. The Interest Rate is a variable rate per year equal to the Prime Rate plus 5.000 % per year, calculated and compounded monthly, with interest on overdue interest at the same rate. The Interest Rate will change automatically, without notice, whenever the Prime Rate changes.

   Despite the Interest Rate noted above, the Interest Rate payable by the Chargor on any part of the Indebtedness will be the interest rate specified in the relevant instrument, agreement, or other document between the Chargor and the Bank that relates to that part of the Indebtedness. Interest will be calculated as set out in the relevant instrument, agreement or document, or if not set out, will be calculated and compounded monthly, with interest on overdue interest at the same rate. If no interest rate is specified in the relevant instrument, agreement or document, you will pay interest on such part of the Indebtedness at the Interest Rate.

   Interest is payable on the Indebtedness until it has been paid, both before and after default, demand, maturity and judgment.

2. Notwithstanding any provision of the Charge or any other loan documents to the contrary, in no event will the aggregate "interest" (as defined in Section 347 of the *Criminal Code* (Canada)) payable on the Indebtedness exceed the effective annual rate of interest on the Principal Amount lawfully permitted under that Section and, if any payment, collection or demand pursuant to the Indebtedness in respect of "interest" (as defined in that Section) is determined to be contrary to the provisions of that Section, such payment, collection or demand will be deemed to have been made by mutual mistake of the Chargor and Bank and the amount of such payment or collection shall either be applied to the Principal Amount (whether or not due and payable), and not to the payment of interest (as defined in Section 347 of the said Criminal Code), or be refunded to the Chargor at the option of the Bank. For purposes of each loan document, the effective annual rate of interest will be determined in accordance with generally accepted actuarial practices and principles over the term of the Indebtedness on the basis of annual compounding of the lawfully permitted rate of interest. In the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Bank will be conclusive for the purposes of such determination.

ACKNOWLEDGEMENT

Re: Standard Charge Terms

TO: Canadian Imperial Bank of Commerce

RE: Grant of facilities by Canadian Imperial Bank of Commerce (the "**Lender**"), as lender, to 2252709 Ontario Inc. (the "**Borrower**"), as borrower, pursuant to a credit agreement dated March 3, 2015, as amended from time to time secured by, *inter alia*, a Charge/Mortgage on title to the lands and premises municipally described as 1935 Silicone Drive, Pickering and legally described as PIN 26462-0030 (LT) (the "**Property**")

THE UNDERSIGNED hereby acknowledges receipt of a copy of Standard Charge Terms No. 201203 prior to the execution of the Charge on the above-noted Property.

DATED at Toronto, this 26 day of March, 2015.

2252709 ONTARIO INC.

Per:
Name: Gary Wayne Bodimeade
Title: President

Per:
Name:
Title:
I/We have authority to bind the Corporation.

22081277.1

Commercial Collateral Mortgage
Standard Charge Terms
Land Registration Reform Act

Filed By:	Canadian Imperial Bank of Commerce
Filing Number:	201203
Filing Date:	January 30, 2012

The following set of standard charge terms shall be deemed to be included in every charge in which the set is referred to by its filing number, as provided in section 9 of the Act.

1. DEFINITIONS

In this set of standard charge terms:

(a) "Act" means the *Land Registration Reform Act*, (Ontario), as amended or replaced from time to time;

(b) "Amount Secured" means the aggregate of (i) the Principal Amount, (ii) all interest and compound interest at the Interest Rate, (iii) Costs, and (iv) interest at the Interest Rate on any interest or Costs not paid when due;

(c) "Bank" means Canadian Imperial Bank of Commerce, its successors and assigns;

(d) "Charge" means the Charge/Mortgage of Land, any Schedules attached thereto and this set of Standard Charge Terms, as any of the foregoing may be amended or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder" and similar expressions refer to the Charge and not to any particular paragraph or other portion thereof;

(e) "Chargor" means each party who signs the Charge as chargor, and the Chargor's heirs, executors, *administrators, successors and assigns;*

(f) "Costs" means all fees, costs, charges and expenses which, pursuant to the provisions of this set of Standard Charge Terms (other than paragraph 4), the Chargor is required to pay to the Bank and which, without limiting the generality of the foregoing include all of the Bank's fees, costs, charges and expenses, including legal fees on a full indemnity basis, that will reimburse the Bank for amounts incurred to:

a) approve, prepare, execute and register the Charge;

b) advance and secure the Indebtedness;

c) investigate title to the Property;

d) collect the Indebtedness;

e) enforce the terms of the Charge or the obligations and liabilities of the Chargor hereunder or exercise any of the Bank's rights or remedies hereunder;

f) pay a title insurance premium or any mortgage insurance premium;

g) take and keep possession of the Property;

h) inspect, appraise, insure, secure, protect, repair or improve the Property;

i) compensate for any amount the Bank is entitled to charge to the Chargor or pay on behalf of the Chargor hereunder;

j) inspect the Property and obtain, including without limitation, any environmental testing, audits, inspections, site assessments, investigations or studies;

k) renew and cure any defaults under any leasehold interest;

l) appoint a receiver, a manager, a receiver and manager, administrator or other person with similar powers;

m) remove any Lien or construction lien from title to the Property, obtain a discharge of a construction lien or defend a construction lien action relating to the Property;

n) protect the Bank's interests under the Charge in any way;

o) provide any services of an administrative or clerical nature requested by the Chargor;

p) comply with any notices, orders, judgments, directives, permits, licenses, authorizations or approvals with respect to the Property; and

q) all legal fees and disbursements in connection with the Indebtedness.

"Costs" include interest at the Interest Rate on all such fees, costs, charges and expenses from the date incurred until paid to the Bank.

(g) "Fixtures" means (i) all fixtures and growing things in, on, under or in relation to the Property and (ii) all real or personal property whatsoever (whether affixed, mobile or stationary) which is now or later attached to or placed, installed or erected in, on or under the Property, including without limitation: all structures, additions, improvements, fences, plant, machinery, motors, furnaces, boilers, pressure vessels, oil and gas burners, stokers, blowers, water heaters, tanks, electric light fixtures, sprinklers, gas pipes, wiring, radiators, shutters, awnings, fixed mirrors, window blinds, wall-to-wall floor coverings, screen and storm doors and windows, aerials, television antennae, satellite dishes, refrigerators, stoves, air conditioning, ventilating, plumbing, electrical, lighting, cooling, heating, cooking and refrigeration equipment, computers, telecommunications systems, security systems, elevators, central vacuum systems, waste disposal, fire and theft protection equipment and all apparatus and equipment appurtenant to the Property;

(h) "Hazardous Substances" means any substance, mixture of substances or materials that are prohibited, controlled or regulated by any law, regulation or by-law enacted by any legislative, governmental or regulatory body that has jurisdiction over the Property including, without limitation, any contaminants, pollutants, emissions, asbestos, lead, polychlorinated by-phenyl or hydrocarbon products, any materials containing same or derivatives thereof, underground storage tanks, dangerous or toxic substances or materials, controlled products and hazardous wastes;

(i) "Indebtedness" has the meaning specified in the Schedule under the heading "Indebtedness";

(j) "Interest Rate" means the interest rate specified in the Schedule under the heading "Interest Rate";

(k) "Lease" means, in respect of any part of the Property in which the Chargor has a leasehold interest, the lease under which such leasehold interest is created and any lease with respect to all or any part of the Property which may be entered into in replacement or renewal of such lease, as any of the foregoing may be amended from time to time;

(l) "Lien" means any mortgage, charge, pledge, assignment, lien, lease, sublease, easement, preference, priority, trust or other security interest or encumbrance of any kind or nature whatsoever with respect to any property or asset, including any title reservations, limitations, provisos or conditions;

(m) "Prime Rate" means the variable reference interest rate per year declared by the Bank from time to time to be its prime rate for Canadian dollar loans made by the Bank in Canada;

(n) "Principal Amount" means the Principal Amount specified in the Charge, which shall be in lawful money of Canada unless otherwise specified in the Charge;

(o) "Property" means all right, title, estate and interest in and to the lands and premises described in the Charge together with, all buildings and structures now or later placed, installed or erected on any such land and all Fixtures;

(p) "Schedule" means, collectively, all the schedules attached to the Charge; and

(q) "Taxes" means, in respect of the Property, all taxes, duties, rates, imposts, levies, assessments and other similar charges, whether general or special, ordinary or extraordinary, or foreseen or unforeseen, including municipal taxes, school taxes and local improvement charges, and all related interest, penalties and fines which at any time may be levied, imposed or be a Lien on the Property or any part thereof.

2. EXCLUSION OF STATUTORY COVENANTS

The covenants deemed to be included in a charge by Section 7(1) of the Act are excluded from the Charge.

3. BANK SECURITY

The Chargor:

(a) if the Chargor has a freehold interest in the Property, mortgages, charges, assigns and grants a security interest in the Property to the Bank, and the Chargor's present and future interest in the Property to the Bank; or

(b) if the Chargor has a leasehold interest in the Property, mortgages, charges, assigns and sub-leases a security interest in the Property to the Bank and the Chargor's present and future interest in the Property to the Bank for and during the unexpired residue of the term of each Lease, except the last day thereof, and all other estate, term, right of renewal and other interest of the Chargor in each Lease;

as collateral security for the payment and performance to the Bank of the Indebtedness in an amount not exceeding the Amount Secured and for the observance and performance of the Chargor of all other covenants and obligations under the Charge.

4. CONTINUING SECURITY

The Charge shall, whether or not it secures a current or running or revolving account, be a general and continuing collateral security to the Bank for payment and performance to the Bank of the Indebtedness in an amount not exceeding the Amount Secured and for the observance and performance of the Chargor's other obligations under the Charge notwithstanding any fluctuation or change in the amount, nature or form of the Indebtedness or in the accounts relating thereto or in the bills of exchange, promissory notes and/or other obligations now or later held by the Bank representing all or any part of the Indebtedness or in the names of the parties to such bills, promissory notes and/or other obligations or that there is no Indebtedness outstanding at any particular time; and the Charge will not be deemed to have been redeemed or become void as a result of any such event or circumstance.

5. PAYMENT

(a) The Chargor shall pay the Indebtedness to the Bank on demand.

(b) Except as otherwise agreed in writing, payments or other moneys received by the Bank may be applied by it on any part of the Indebtedness and in any order as determined by it from time to time, notwithstanding any contrary stipulation by the Chargor. The Bank may from time to time revoke or alter any such application and reapply the amount in question on any other part of the Indebtedness determined by it. If the Bank is notified, or in its sole discretion believes, that the Chargor has disposed of, encumbered or otherwise created a Lien or other interest on or in all or any part of the Property or any Lease, the Bank may close any of the Chargor's accounts at the amount then owing to the Bank and open a new account or accounts for Indebtedness thereafter arising and for payments thereafter received by the Bank. No amount paid in or credited to any new account shall be applied to or have the effect of reducing or repaying any part of the Indebtedness owing at the time the Bank was so notified or opened any such new account.

(c) The provisions of the Charge in no way prejudice or otherwise affect any right the Bank may have independently of the Charge (whether pursuant to any agreement, promissory note, other instrument, any rule of law, statute, or otherwise whatsoever) to recover all or any part of the Indebtedness from the Chargor and, if the Indebtedness exceeds the Amount Secured, the Bank may conclusively determine what part of the Indebtedness (not exceeding the Amount Secured) shall be secured by the Charge and what part shall not be so secured.

(d) The records maintained by the Bank as to the date and amount of any Indebtedness advanced to or otherwise incurred by the Chargor from time to time (including any interest accrued thereon), and as to the amount of any payment thereof, shall constitute *prima facie* evidence of such dates and amounts.

(e) Any demand for payment made by the Bank pursuant to the Charge may be delivered personally to the Chargor or any employee or officer thereof or may be mailed, postage prepaid, to the address of the Property or to the Chargor's most recent address appearing in the Bank's records relating to the Charge. ANY SUCH DEMAND SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN GIVEN AND RECEIVED ON THE DATE OF SUCH DELIVERY OR THE FIFTH DAY AFTER SUCH MAILING.

(f) The Chargor shall not, without the Bank's express written consent, be entitled to pay all or any part of the Indebtedness prior to the date the same is payable pursuant to the provision of the Charge.

6. ADVANCES BY THE BANK

If the Bank decides, for any reason, not to advance any moneys or other accommodation, it shall not be required to do so whether or not the Charge has been signed and registered and whether or not any moneys or other accommodation have been previously advanced. Whether or not any advances are made, the Chargor shall immediately pay the Bank's costs, including, without limitation, lawyers' fees (on a full indemnity basis), and expenses for investigating title to the Property and for preparing, signing and registering the Charge and any other related instruments or documentation.

7. ADDITIONAL SECURITY; JUDGMENTS

(a) The Charge is in addition to and not in substitution for any other security now or later held by the Bank for all or any part of the Indebtedness. The Chargor agrees that the Charge shall not create any merger or discharge of any part of the Indebtedness or any other debt owing to the Bank or of any Lien, bond, promissory note, bill of exchange or other security now or later held by the Bank (whether from the Chargor or any other person). The Chargor further agrees that the Charge shall not in any way affect any other security now or later held by the Bank for all or any part of the Indebtedness or the liability of any endorser or any other person, or any of the Bank's remedies, in respect of any such Lien, bond, bill of exchange, promissory note or other security, or any renewal thereof, held by the Bank for or on account of all or any part of the Indebtedness.

(b) The taking of a judgment or judgments against the Chargor in respect of any of the agreements or obligations contained in the Charge, or in respect of all or any part of the Indebtedness, or otherwise, shall not operate as a merger of such agreements or obligations or all or any part of the Indebtedness, or operate as a merger of or in any other way affect the security created by the Charge or any other security or Lien or the Bank's right to pursue the Bank's other remedies or to enforce the Chargor's other obligations (whether hereunder or otherwise) or the Bank's right to interest on the Indebtedness at the Interest Rate. Any such judgment may provide that interest thereon shall be computed at the Interest Rate until such judgment is fully paid and satisfied.

(c) The obligations of the Chargor under the Charge shall in no way be affected by the bankruptcy, insolvency, incapacitation, dissolution, continuance, merger or amalgamation or change of name of the Chargor.

8. DELAY, RELEASES, PARTIAL DISCHARGES, WAIVERS AND AMENDMENTS

The Bank may increase, reduce, discontinue or otherwise vary the Chargor's credit arrangements, grant extensions of time or other indulgences, take and give up securities, abstain from taking, perfecting or registering securities, accept compositions and proposals, grant releases and discharges and otherwise deal with the Chargor and other persons (including without limitation any person to whom all or any part of the Property is transferred) and with any securities as the Bank may see fit without affecting any of the Bank's rights or remedies (hereunder or otherwise), the Chargor's liability under the Charge or the Chargor's liability to pay the Indebtedness. The Bank may delay enforcing any of its rights under the Charge or any other document relating to the Indebtedness without losing or impairing those rights and may waive any breach of the Chargor's obligations under the Charge or any such document without affecting the Bank's rights in respect of any other existing breach or any subsequent breach of the same or a different nature. No such waiver shall be effective unless made in writing and signed by an officer of the Bank. The Bank may release others from any liability to pay all or any part of the Indebtedness without releasing the Chargor. The Bank may release its interest under the Charge in all or any part of the Property or any Lease (or any other collateral) whether or not the Bank receives any value and shall be accountable to the Chargor only for moneys which the Bank actually receives. If the Bank releases its interest in part of the Property, the remainder of the Property shall continue to secure the Indebtedness in an amount not exceeding the Amount Secured and the Chargor's obligations under the Charge will continue unchanged. No sale or other dealing with all or any part of the Property or any Lease, and no amendment of the Charge or any other security, agreement or instrument, and no amendment relating to the Indebtedness, will in any way affect the obligation of the Chargor or any other person to pay the Indebtedness.

9. REPRESENTATIONS, WARRANTIES AND AGREEMENTS RESPECTING THE PROPERTY

(a) The Chargor represents and warrants with the Bank that:

(i) unless the Chargor is the lawful tenant or lessee of the Property, the Chargor is the lawful owner and sole registered owner of the Property and has a good and marketable title to the Property, free and clear of any Liens or claims except any the Chargor has reported to the Bank in writing;

(ii) each Chargor: (a) which is a corporation is a duly organized and validly existing corporation under the laws of its governing jurisdiction; (b) which is a partnership is a valid and subsisting general or limited partnership, as the case may be, under the laws of its governing jurisdiction; (c) which owns an interest in the Property has full power, authority and legal right to own the Property and to carry on its business thereon in compliance with all applicable laws and is duly licensed, registered or qualified in all jurisdictions where the character of its undertaking, property and assets or the nature of its activities makes such licensing, registration or qualification necessary or desirable; (d) has full power, authority and legal right to enter into this Charge and any other security or loan documents to which it is a party and to do all acts and execute and deliver all other documents as are required to be done, observed or performed by it in accordance with their respective terms; (e) has taken all necessary action and proceedings to authorize the execution, delivery and performance of this Charge and any other security or loan documents to which it is a party and to observe and perform the provisions of each in accordance with its terms; and (f) shall maintain in good standing its existence, capacity, power and authority as a corporation or partnership, as the case may be, and shall not liquidate, dissolve, wind-up, terminate, merge, amalgamate, consolidate, reorganize or restructure or enter into any transaction or take any steps in connection therewith;

(iii) the Chargor has the right to execute and deliver the Charge and charge the Property and the Chargor's interest in it to the Bank in accordance with the terms hereof. Furthermore, this Charge and any other security or loan documents constitute valid and legally binding obligations of the Chargor enforceable against the Chargor in accordance with their terms and are not subject to any right of rescission, and at the date of entering into this Charge and any other security or loan documents, the Chargor has no right of set-off, counterclaim or defence in respect of the Bank, the Indebtedness, this Charge, or any other security or loan documents. Neither execution and delivery of the this Charge and any other security or loan documents, nor compliance with the terms and conditions of any of them (a) has resulted or will result in a violation of the constating documents governing the Chargor, including any unanimous shareholders' agreement, or any resolution passed by the board of directors, shareholders or partners, as the case may be, of any Chargor, (b) has resulted or will result in a breach of or constitute a default under applicable laws or any agreement or instrument to which any Chargor is a party or by which it or the Property or any part thereof is bound, or (c) requires any approval or consent of any person except such as has already been obtained;

(iv) the Chargor has not done, omitted nor permitted anything whereby the Property or any Lease or the Chargor's interest in it or any part of it is or may be subject to any Lien or claim except any the Chargor has reported to the Bank in writing;

(v) there are no limitations affecting title to the Chargor's interest in the Property, except any the Chargor has reported to the Bank in writing and except for building and zoning by-laws which have been and will continue to be complied with or with respect to which the Property is a legal non-conforming use;

(vi) the Chargor shall, from time to time, both before and after this Charge has become enforceable, sign any document and take any further action at the Chargor's expense as the Bank may think necessary in order to carry out the intention of the Charge;

(vii) no part of the Property is, has ever been or will in the future be insulated with urea formaldehyde foam insulation;

(viii) upon the Chargor being in default of its obligations under this Charge, the Bank shall have quiet possession of the Property free from all Liens and claims, except any referred to in paragraphs 9(a)(i), 9(a)(iv) and 9(b)(i);

(ix) no conveyance, assignment, transfer, sale or other disposition of the Charge or any interest in the Property or any part thereof shall be made or permitted to be made by the Chargor without the prior written consent of the Bank. The Bank shall have the right to convey, assign, transfer, sell, or otherwise dispose of the Charge or any part thereof to a third party without the prior written consent of or notice to the Chargor;

(x) the Property is in good condition and repair, complies with all applicable laws, permits, licenses and approvals and the present location, occupancy, operation and use of the buildings, structures and other improvements on the Property either comply with all applicable laws or to the extent of any non-compliance, such non-compliance is legally permitted under the applicable laws;

(xi) the Bank, its servicer and their respective agents and employees shall have the right to enter and inspect the Property at all reasonable times upon reasonable notice (which notice shall not be required to be in writing) to the Chargor. The Bank shall not be considered to have taken possession of the Property or to otherwise become a mortgagee or chargee in possession of the Property by reason of its exercise of any such right;

(xii) the Chargor shall defend title to the Property for the benefit of the Bank from and against any actions, proceedings and claims;

(xiii) no Liens shall be created, issued, incurred or permitted to exist on any part of the Property or any interest therein (except in favour of the security of the Indebtedness), without the prior written consent of the Bank in its sole discretion;

(xiv) the Chargor will not change the use or operation of or abandon the Property, commit or permit any waste of the Property or remove or permit the removal of any building, structure or other improvement from the Property;

(xv) the manager of the Property and each management agreement shall each be subject to the approval of the Bank in its sole discretion from time to time. The manager shall not be removed or replaced and the management agreement shall not be terminated or amended without the prior consent of the Bank in its sole discretion. Upon the Charge becoming enforceable, the Bank may terminate or require the Chargor to terminate such management agreement and may retain, or require the Chargor to retain, a new manager approved by the Bank (in each case at the Chargor's sole expense). Each management agreement shall contain termination provisions consistent with this paragraph;

(xvi) the Chargor (i) has obtained all permits, agreements, rights, licences, authorizations, approvals, franchises, trademarks, trade names and similar property and rights (collectively "Permits") necessary to permit the lawful construction, occupancy, operation and use of the Property; (ii) is not in default under such Permits and shall maintain all such Permits in good standing and in full force and effect; (iii) shall not terminate, amend or waive any of its rights and privileges under any Permits without the Bank's prior written consent in its sole discretion; and (iv) is not aware of any proposed changes or any notices or proceedings relating to any Permits (including pending cancellation, termination or expiry thereof). The Chargor shall promptly notify and deliver to the Bank particulars of any such changes, notices or proceedings that may arise from time to time;

(xvii) the Chargor is not now a non-resident of Canada within the meaning of the *Income Tax Act* (Canada). The Chargor also covenants that it will not be any time prior to the discharge of this Charge, a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);

(xviii) all services and utilities (including storm and sanitary sewers, water, hydro, telephone and gas services) necessary for the use and operation of the Property are located in the public highway(s) abutting the

Property (or within easements disclosed to and approved by the Bank in writing prior to the date of this Charge) and are connected and available to the Property. The Property has unrestricted and unconditional rights of public access to and from public highways (completed, dedicated and fully accepted for public use by all applicable governmental authorities) abutting the Property at all existing access points. The Chargor is not aware of any proposed changes affecting such access or public highways. The Chargor is not aware of any existing or threatened expropriation or other similar proceeding in respect of the Property or any part thereof; and

(xvii) there are no existing or threatened actions, proceedings or claims against or relating to the Property or the Chargor except as disclosed to and accepted by the Bank in writing prior to the date of registration of the Charge. Upon becoming aware of any threatened or actual action, proceeding or claim against or relating to the Property or the Chargor, the Chargor shall promptly notify the Bank of same and shall provide the Bank with reasonable information concerning such action, proceeding or claim as the Bank may require from time to time.

(b) If the Chargor is a tenant or lessee of the Property, the Chargor also represents, warrants and agrees with the Bank that:

(i) the Chargor is the lawful tenant or lessee of the Property and has a good and marketable leasehold title to the Property, free of any Liens or claims, except any the Chargor has reported to the Bank in writing;

(ii) the Property is leased to the Chargor under a good, valid and subsisting lease which is in full force and effect on the date of this Charge (a complete copy of which the Chargor has given to the Bank);

(iii) all rents and other moneys payable under each Lease have been paid and the Chargor has not defaulted in respect of any of the Chargor's other obligations set out in such Lease, in both cases up to the date the Chargor signed the Charge;

(iv) the Chargor has obtained the consent of the Chargor's landlord or lessor, or the Chargor has the right without such consent, to charge and sublet the Chargor's leasehold interest in the Property to the Bank in the manner provided in the Charge;

(v) the Chargor shall pay rent and all other amounts, and perform and observe all other obligations of the lessee or tenant, all as required by each Lease, in default of which the Bank may (but shall not be obligated to) make any such payments or perform or observe any such obligations, and the Chargor shall immediately pay the Bank the amount of any payments made or costs and expenses incurred by the Bank in so doing;

(vi) the Chargor shall not surrender the Lease or cause or allow it to be terminated or forfeited;

(vii) the Chargor shall not agree to any amendment of any Lease without first obtaining the Bank's written consent;

(viii) the Chargor shall promptly give the Bank a copy of any notice, demand or request which the Chargor may receive relating to any Lease or the Property;

(ix) the Chargor shall stand possessed of the Property for the last day of the term or of any renewal term granted by each Lease in trust for the Bank, and will assign and sell it as the Bank may direct, but subject to the Chargor's rights herein;

(x) there are no limitations on the Chargor's interest in the Lease except as set out in the Lease;

(xi) if the Property is located in a national or provincial park, the Lease contains all terms necessary in order for the appropriate governmental authority to consent, if necessary to this Charge;

(xii) the Chargor shall not permit any rights of renewal or options to lapse and will exercise all such rights of renewal or options so that the Lease continues as long as the Charge is outstanding;

(xiii) if the Chargor subsequently buys the Property from the owner, the Charge will automatically become a Charge on the entire interest in the Property, as if the Chargor had owned the Property when the Charge was originally granted. If requested, the Chargor shall re-mortgage and charge its interest in the Property to the Bank and execute and authorize a registered Charge/Mortgage of Land and any other documentation requested by the Bank;

(xiv) the Chargor irrevocably appoints the Bank as its attorney so that it can, on behalf of the Chargor, enforce its rights and remedies under the Lease and exercise any options or renewal rights, options to purchase or assign the Lease on the last day of the term and transfer the Chargor's interest in the Property; and

(xv) the Chargor authorizes the Bank to obtain and request information directly from the landlord under the Lease.

10. ENVIRONMENTAL

The Chargor represents and warrants with the Chargee that:

(a) The Property and all activities conducted thereon comply with all applicable federal, provincial, state and municipal laws, statutes, regulations, rules, by-laws, orders, permits, licences, authorizations, approvals, certificates, standards and requirements relating to environmental or occupational health and safety matters, including the presence, release, reporting, investigation, disposal, remediation and clean-up of Hazardous Substances (collectively, "Environmental Laws"). The Property is not and will not be used at any time for the principal purpose of manufacturing, storing or using Hazardous Substances. The Property contains no Hazardous Substances (except those used incidentally in the ordinary course of business of the Chargor and in compliance with all Environmental Laws), has not been previously, and is not currently, subject to any remediation or clean-up of Hazardous Substances and there has not been and is no prior, existing or threatened investigation, action, proceeding, notice, order, conviction, fine, judgment, claim, directive or Lien of any nature or kind against or affecting the Property or the Chargor arising under or relating to Environmental Laws (each, an "Environmental Proceeding"). All existing environmental assessments, audits, tests and reports relating to the Property have been delivered to the Bank. To the best of the Chargor's knowledge and belief, there are no pending or proposed changes to Environmental Laws or any Environmental Proceedings which would render illegal or affect the present use and operation of the Property. Neither the Chargor nor any other Person has used or permitted the use of the Property to generate, manufacture, refine, treat, transport, store, handle, dispose, transfer, produce or process Hazardous Substances or as a waste disposal site.

(b) The Chargor shall: (i) ensure that the Property and the Chargor comply with all Environmental Laws at all times; (ii) not permit any Hazardous Substance to be located, manufactured, stored, spilled, discharged or disposed of at, on or under the Property (except those used incidentally in the ordinary course of business of the Chargor and in compliance with all Environmental Laws); (iii) ensure that any Hazardous Substance brought onto the Property or used by any person on the Property shall be transported, used and stored only in accordance with Environmental Laws; (iv) notify the Bank promptly of any actual, threatened or potential escape, seepage, leakage, spillage, release or discharge of any Hazardous Substance on, from, or under the Property; (v) notify the Bank promptly of any threatened or actual Environmental Proceedings that may arise from time to time and provide particulars thereof; (vi) remediate and cure in a timely manner any non-compliance by the Property or the Chargor with Environmental Laws, including removal of any Hazardous Substances; and (vii) provide the Bank promptly upon request with such information and documents and take such other steps (all at the Chargor's expense) as may be required by the Bank to confirm and/or ensure compliance by the Property and the Chargor with Environmental Laws.

(c) The Chargor shall indemnify and pay, protect, defend and save the Bank and its directors, officers, employees and agents harmless from and against all actions, suits, fines, sanctions, proceedings, losses, damages, liabilities, claims, demands, judgments, costs and expenses (including legal fees and disbursements on a full indemnity or equivalent basis) (collectively "Environmental Claims") occurring, imposed on, made against or incurred by the Bank arising from or relating to, directly or indirectly, whether or not disclosed by any environmental assessment obtained by the Bank prior to the initial advance and whether or not caused by the Chargor or within its control: (i) any actual or alleged breach of Environmental Laws relating to or affecting the Property, (ii) the actual or alleged presence, release, discharge or disposition or any Hazardous Substance in, on, over, under, from or affecting all or part of the Property or surrounding lands, including any personal injury or property damage arising therefrom, (iii) any actual or threatened Environmental Proceeding affecting the Property including any settlement thereof, or (iv) any assessment, investigation, containment, monitoring, remediation and/or removal of all Hazardous Substances from all or part of the Property or surrounding areas or otherwise complying with Environmental Laws.

(d) The Bank or agent of the Bank may, at any time, before and after the Charge becomes enforceable and for any purpose deemed necessary by the Bank, enter upon the Property to inspect the Property. Without limiting the generality of the foregoing, the Bank or agent of the Bank may enter upon the Property to conduct any environmental testing, audits, inspections, site assessments, investigations or studies deemed necessary by the Bank. The exercise of any powers enumerated in this paragraph shall not deem the Bank or agent of the Bank to be in possession, management or control of the Property.

11. INSURANCE

(a) The Chargor will, at its sole expense, in accordance with the provisions of this paragraph 11, insure and keep insured for their full insurable value all buildings and Fixtures now or later forming part of the Property, and all present and future crops and other produce of the land forming part of the Property for the benefit of the Bank until the Indebtedness has been paid in full and the Charge has been discharged. The risks so insured against shall include loss or damage by or from fire (with extended perils coverage), explosion, tempest, lightning and other perils usually covered in fire insurance policies and such additional risks as the Bank may from time to time require, including without limitation, loss of rental and other income and public liability insurance, in each case in amounts satisfactory to the Bank.

(b) If a steam boiler, pressure vessel, oil or gas burner, coal blower, stoker or air conditioning or sprinkler system is at any time operated on the Property, the Chargor will also insure and keep insured against loss or damage by explosion of or otherwise caused by any such apparatus or system.

(c) Each insurance policy will be carried with a company or companies, and contain a mortgage clause and a loss payee clause in favour of the Bank as its interest may appear, approved by the Bank. The Chargor shall immediately give the Bank a certified copy of each insurance policy and, not less than ten days before any policy expires or is terminated, evidence of its renewal or replacement. The Bank may require cancellation of any insurance required by the Charge and new insurance effected by an insurer to be approved by the Bank.

(d) The Bank has the right, but shall not be obligated, to obtain and maintain any insurance if the Chargor fails to do so or fails to comply with any of the obligations set forth in paragraph 11(c). The Chargor shall immediately pay the Bank all premiums paid and all costs and expenses incurred by the Bank to effect such insurance.

(e) If any loss or damage occurs to any part of the Property, the Chargor shall immediately notify the Bank and, at the Chargor's expense, do everything necessary to enable the Bank to obtain the insurance proceeds. The Bank may require that all or any part of such proceeds, or the proceeds of any other insurance required hereby or otherwise effected with respect to all or any part of the Property, be applied towards all or any part of the Indebtedness, whether or not due, or be used to repair such loss or damage.

(f) As additional security for payment of the Indebtedness and performance of the Chargor's other obligations under the Charge, the Chargor assigns to the Bank all of the Chargor's interest in or under (i) any policy of insurance effected with respect to all or any part of the Property, whether or not effected in accordance with the provisions of this paragraph 11 and (ii) any insurance trust agreement referred to in paragraph 15(f). The Chargor hereby irrevocably appoints each officer of the Bank (with power of substitution) as attorney of the Chargor to endorse on behalf of the Chargor any cheques issued by any insurer with respect to any policy of insurance effected pursuant to this paragraph 11 or otherwise with respect to all or any part of the Property.

(g) The Bank may also require that other risks be covered by insurance, depending on the nature or location of the Property.

12. TAXES AND UTILITY CHARGES

The Chargor shall pay or cause to be paid, when due, all Taxes and utility charges relating to all or any part of the Property. Upon request, the Chargor shall give the Bank receipted invoices or other evidence of payment including copies of all utility bills, tax bills, notices of assessment and other notices relating to property taxes and utility charges. If the Chargor fails to make any such payment, or to pay any related penalties, fines or interest, the Bank may, but shall not be obligated to, do so and the Chargor shall immediately pay the amount of such payment to the Bank.

13. REPAIRS, MAINTENANCE AND INSPECTION

(a) The Chargor shall maintain, use, manage, operate and repair the Property in good condition and in a safe, insurable and state of good repair and shall not do, fail to do or permit anything to be done which, in the opinion of the Bank, will lower its value. The Chargor shall not commit or permit any act of waste on the Property nor allow any part of the Property to become or remain vacant without the Bank's written consent.

(b) The Chargor shall perform and observe the requirements of every present and future statute, law, by-law, ordinance, regulation and order affecting the operation, condition, maintenance, repair, construction, use or occupation and environmental protection or regulation of all or any part of the Property.

(c) If any part of the Property is farmland, the Chargor shall in each year either put into crop or summer fallow in a proper manner every part thereof which has been or may in the future be brought under cultivation. The Chargor shall also keep such Property clean and free from all noxious weeds and generally see that it does not depreciate in any way as farmland.

(d) The Chargor authorizes the Bank to enter on and inspect the Property at all reasonable times whenever the Bank deems it necessary or advisable to do so. The Bank shall not be considered to have taken possession of the Property or to otherwise become a mortgagee in possession of the Property by reason of its exercise of any such right.

(e) If, in the sole opinion of the Bank, the Chargor does not observe or perform any of the foregoing provisions of this paragraph 13, the Bank may from time to time (but shall not be obligated to) enter on and inspect the Property at any time and make such repairs and do such other acts or things it believes are necessary to protect or preserve the Property and to carry out the Chargor's obligations under this paragraph 13 including, without limitation, if the Property is farmland, the farming, improvement and general management thereof. The Chargor shall immediately pay the Bank all amounts, costs and expenses paid or incurred by it in connection with any of the foregoing.

(f) If the Chargor fails at any time for a period of ten consecutive days to diligently carry on any Improvement (as defined in paragraph 14) to or on any part of the Property or without the written consent of the Bank departs from the plans and specifications approved by the Bank with respect thereto or from the generally accepted standards of construction in the locality of the Property, or if the Chargor is in default of its obligations under this Charge, the Bank from time to time may enter on the Property and have exclusive possession of all materials, plant and equipment thereon, free of interference from or by the Chargor, and complete the Improvement either according to such plans and specifications or according to such other plans, specifications or design as the Bank in its absolute discretion shall determine. The Chargor shall immediately pay the Bank all costs and expenses incurred by it in connection with any of the foregoing. In exercising any of the foregoing rights, the Bank shall be deemed not to be a mortgagee or chargee in possession.

(g) Any entry which may be made by the Bank pursuant to any provision of the Charge may be made by any agents, representatives, employees and/or contractors thereof.

14. IMPROVEMENTS; DEMOLITION

(a) In this paragraph 14, the term "Improvement" has the meaning given to it in the Construction Lien Act (Ontario), as amended or replaced from time to time, and includes any alteration, addition or repair to, and any construction, erection, remodelling, rebuilding or installation on or of, any part of the Property and the demolition or removal of any building or part of any building on the Property.

(b) The Chargor agrees that no Improvement to or on the Property will be made or commenced (by the Chargor or any other person) unless the Chargor first provides a copy of all proposed plans, blueprints and specifications to the Bank and obtains the Bank's prior written consent thereto. The Improvement shall form part of the Property but, nevertheless, it is expressly agreed that the Charge is not and shall not be a building mortgage under section 21 of the Mortgages Act (Ontario), as amended or replaced from time to time. Subject to paragraph 6, the Bank may, subject to its satisfaction as to compliance with any applicable builder's lien or analogous legislation, make advances to the Chargor under the Charge based on progress in completing the Improvement or upon its completion or, in the case of a building, its occupation or sale or otherwise. The Chargor shall construct and complete the Improvement in accordance with the plans and specifications approved by the Bank and all applicable governmental building standards, codes and requirements as quickly as possible and make all payments for the Improvement that it is required to make, and shall provide the Bank with proof of such payments on request.

(c) The Bank may retain funds from any advance or advances under the Charge until the Bank is completely satisfied that all statutory holdback provisions have been fully complied with, and may give information in accordance with the Bank's statutory obligations as mortgagee.

15. CONDOMINIUM PROVISIONS

(a) This paragraph 15 shall apply, in addition to the other provisions of the Charge, if all or any part of the Property is a condominium unit. The Chargor agrees that the common elements pertaining to the Property and any other interest that the Chargor may have in the assets of the Condominium Corporation form part of the Property and are subject to the Charge.

(b) The Charge is made pursuant to the Condominium Act. The Chargor shall comply with the Condominium Act (Ontario), the Declaration and the by-laws, rules and regulations of the Condominium Corporation as they exist from time to time.

(c) The Chargor shall pay, when due, all amounts (including without limitation Common Expenses) which, by the terms of the Condominium Act, the Declaration or the by-laws of the Condominium Corporation, are payable by the Chargor or with respect to the Property and provide the Bank on request with proof of such payment. If the Chargor does not make any such payment, the Bank may (but shall not be obligated to) do so, and the Chargor shall immediately pay the Bank any amount so paid.

(d) The Chargor shall mail to the Bank, by prepaid registered mail, or deliver to the Bank, copies of every notice, assessment, claim or demand for payment, rule, regulation, request or demand of the Bank to consent to any matter, and every other communication relating to all or any part of the Property or the common elements of the

Condominium Corporation so that the Bank receives them at least five days before any such claim or demand is payable or, in the case of other communications, within five days after receipt by the Chargor.

(e) The Chargor irrevocably appoints, authorizes and empowers the Bank to vote, consent or not consent respecting all matters relating to the affairs of the Condominium Corporation provided that:

(i) the Chargor shall be entitled to exercise such right to vote or consent or not consent unless the Bank gives notice of its intention to exercise such right, which notice may be for an indeterminate period of time, a limited period of time or a specific meeting or matter;

(ii) the Bank's right to vote, consent or not consent does not impose any obligation on the Bank to do so or to protect the Chargor's interests; and

(iii) the Bank's exercise of its right to vote, consent or not consent shall not constitute the Bank a mortgagee or chargee in possession and shall not give rise to any liability on the part of the Bank.

(f) The Chargor shall insure all improvements which at any time the Chargor or any previous owner makes or made to the Property and the Chargor's common or other interest in buildings which are part of the condominium property or common elements pertaining to the Property, against such risks as the Bank may require. If the Condominium Corporation fails to obtain or maintain the insurance it is required to by the Condominium Act, the Declaration, the by-laws or rules of the Condominium Corporation or otherwise to obtain and maintain with respect to all or any part of the Property, the condominium property or common elements pertaining to the Property, or the assets of the Condominium Corporation, the Chargor shall do so. If the Chargor fails to so insure, the Bank may (but shall not be obligated to) do so and the Chargor shall immediately pay the Bank all premiums paid by it. All policies of insurance required to be effected pursuant to this paragraph 15(f) upon or in respect of the buildings on the Property shall provide for any loss to be payable to the Bank and a trustee approved by the Bank pursuant to an insurance trust agreement approved by the Bank, the terms of which shall not be altered without the Bank's prior written consent. Without limiting the generality of paragraph 15(a), it is expressly agreed that the provisions of this paragraph 15(f) are in addition to the Chargor's obligations and the Bank's rights set out in paragraph 11.

(g) The Chargor will observe all provisions of, and perform all obligations imposed upon the Chargor by, the Condominium Act, the Declaration, the by-laws of the Condominium Corporation and any rule made pursuant to the Condominium Act. The Bank may (but shall not be obligated to) observe and perform such provisions or obligations if the Chargor fails to do so and the Chargor shall immediately pay the Bank all costs and expenses incurred by the Bank in so doing.

(h) The Bank shall have the right, but not the obligation, at its option to collect the Chargor's contribution to the Common Expenses or any special assessment and the Chargor shall make such payment to the Bank upon request. The Bank shall then forward such payments on to the Condominium Corporation as required.

(i) The Chargor shall not sell, transfer, convey or otherwise dispose of any parking or storage unit that forms part of the Property while still retaining ownership of the unit.

(k) The Chargor shall, and does hereby, direct and authorize the Condominium Corporation to permit the Bank to inspect the Condominium Corporation's records at any reasonable time.

16. EFFECT OF SUBDIVISION

If the Property is subdivided, each part of the Property shall continue to secure payment of the total amount of the Indebtedness in an amount not exceeding the Amount Secured and no person shall have any right to require the Indebtedness to be apportioned upon or in respect of any part of the Property.

17. LEASES AND RENTS

(a) The Chargor assigns to the Bank, as additional security for payment of the Indebtedness (i) all leases heretofore or hereafter granted by the Chargor (or any predecessor in title) of all or any part of the Property and (ii) any rents payable from time to time under such leases and the benefit of the terms and conditions contained therein and of the reversion thereunder. The Chargor shall, on request from time to time, execute a formal assignment of any of the foregoing in a form acceptable to the Bank and, if requested by the Bank, suitable for registration. The Chargor agrees to give the Bank executed copies of all such leases promptly after their execution and to perform all of the Chargor's obligations thereunder. No such assignment or any act of the Bank pursuant thereto shall operate to delay, hinder or prejudice any of the Bank's rights or remedies under the Charge. The Chargor shall also, from time to time, execute and deliver to the Bank such notices to lessees or others and such other documents as the Bank may request for the purpose of protecting or enforcing its rights in respect of such assignments.

(b) The Bank shall not be responsible for the collection of any rents assigned to it or the performance of the terms and conditions of any lease referred to in this paragraph 17. The Bank shall be responsible to account only for rents actually received, less reasonable collection charges, and may apply such rents to the repayment of the Indebtedness, whether or not due. The Bank shall not by reason of any such collection or any assignment referred to in this paragraph 17 be deemed a mortgagee or chargee in possession.

(c) Notwithstanding this paragraph 17, no lease of all or any part of the Property shall be made by the Chargor without the prior written consent of the Bank. Notwithstanding any such consent, no such lease shall have priority over this Charge unless the Bank expressly agrees to such priority in writing. For the purposes of the Charge, every action or omission by the lessee under any lease of all or any part of the Property shall be conclusively deemed to be the action or omission of the Chargor.

18. OTHER LIENS; RENEWAL OF LEASES

(a) Unless the Bank otherwise consents, the Chargor will not create or permit to exist any Lien on or against all or any part of the Property, any Lease or any leases or rents referred to in paragraph 17, other than Liens (i) for taxes which are not due or (ii) incidental to construction, repairs or current operations which have not been registered against the Property, which relate to obligations which are not due and written notice of which has not been given to the Bank. The Chargor shall pay, when due, all amounts payable under, in respect of or secured by any Lien or other claim on, against or relating to all or any part of the Property or any Lease or any lease or rents referred to in paragraph 17 and shall comply with all obligations contained in the document or statute under which any such Lien or other claim arose. The Bank may, but shall not be obligated to, pay any such amount and/or cure any default under any such document or statute and the Chargor will immediately pay the Bank all amounts, costs and expenses paid or incurred in so doing. To the extent the Bank pays any such amount, it shall be entitled to all equities and securities of the person or persons so paid and it may retain any discharge or cessation of charge unregistered until paid. The Chargor shall immediately notify the Bank in writing of the creation or coming into existence of any Lien on or against all or any part of the Property or any Lease or any lease or rents referred to in paragraph 17 and of the terms and conditions thereof.

(b) The Bank may from time to time obtain a court order vacating any construction lien registered against all or any part of the Property and, if the Bank considers it necessary, provide financial guarantees or other security to facilitate the obtaining of any such order. The Chargor shall immediately pay the Bank all costs and expenses paid or incurred by the Bank to obtain such order or to provide such guarantees or security.

(c) If the Chargor has a leasehold interest in the Property and the Chargor refuses or neglects to renew any Lease, the Bank may (but shall not be obligated to) from time to time effect any such renewal in its own name or otherwise. The Chargor shall immediately pay the Bank all costs and expenses incurred by the Bank in connection with any such renewal. In so doing, the Bank shall not be considered a mortgagee or chargee in possession.

19. POSSESSION

Until the Charge becomes enforceable, the Chargor shall be entitled to possession of the Property, subject to the terms of the Charge.

20. DEFAULT

Where the Indebtedness of the Chargor to the Bank is: (a) of a demand nature, then the Chargor shall be in default under this Charge if it fails to pay on demand by the Bank all or any part of the Indebtedness; (b) not of a demand nature, then the Chargor shall be in default under this Charge if any of the following events or circumstances (collectively, "Events of Default") shall occur and be continuing:

(a) the Chargor fails to pay when due all or any part of the Indebtedness or any amount payable pursuant to any loan agreement, bill of exchange, promissory note, guarantee or other instrument, agreement or document (negotiable or otherwise) now or later entered into, with or in favour of or held by the Bank in respect of or representing all or any part of the Indebtedness;

(b) the Chargor fails to observe or perform any provisions or obligations hereunder or under any loan agreement, bill of exchange, promissory note, guarantee or other instrument, agreement or document (negotiable or otherwise) now or later entered into with or in favour of or held by the Bank except as contemplated in paragraph 20(a);

(c) the Chargor fails to pay when due any indebtedness for borrowed money except as contemplated in paragraphs 20(a) and (b);

(d) any statement, representation or warranty the Chargor has given or made or hereafter gives or makes to the Bank (whether in the Charge or otherwise) in respect of the Property, the Charge, any Lease, the Indebtedness or the affairs of the Chargor including any financial statement or other document at any time delivered by or on behalf of the Chargor to the Bank in connection with the Indebtedness that is untrue, incorrect or misleading in any material way on the date made or given;

(e) any Lien is created or otherwise exists in respect of the Property or any Lien or notice of a Lien is registered against the Property without the Bank's prior written consent;

(f) the Property is abandoned or any act of waste is committed as to all or any part of the Property; or any building or other structure now or later being erected on the Property remains unfinished and without any work being done on it for a period of ten consecutive days;

(g) the Chargor sells, transfers, leases or otherwise disposes of or conveys all or any part of the Property or any Lease or any interest in any of the foregoing, or agrees to do so, without the Bank's prior written consent;

(h) the Chargor changes the use of the Property or ceases to carry on the business ordinarily carried on from the Property without the Bank's prior written consent;

(i) any order is made or resolution passed for the winding-up, liquidation or other dissolution of the Chargor (if the Chargor is a corporation), or there is a change in the membership or a dissolution of the Chargor (if the Chargor is a partnership);

(j) in the opinion of the Bank, there is a change in effective control of the Chargor (if the Chargor is a corporation);

(k) the Chargor makes an assignment for the benefit of creditors, or any proceedings shall be instituted by or against the Chargor seeking to adjudicate it a bankrupt or insolvent or seeking liquidation, winding-up, dissolution, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or other similar law or seeking the appointment of a receiver, receiver and manager, trustee, custodian or other similar official for it or for any of its property (excluding proceedings which are being contested by the Chargor in good faith, which have been outstanding for fewer than 30 days and in respect of which any enforcement proceedings are stayed), or the Chargor is declared bankrupt, or a receiver, receiver and manager, trustee, custodian or other similar official is appointed of it or in respect of all or any part of the Property, or power of sale or foreclosure proceedings are commenced against all or any part of the Property;

(l) all or any part of the Property is expropriated;

(m) in the opinion of the Bank, an adverse change shall occur in the financial condition of the Chargor or in respect of the Property;

(n) the Chargor or its representative or any other person or municipality or other governmental authority should attempt to rezone the Property or otherwise attempt or cause to be made any changes to the Official Plan or other secondary plans or site plan or development agreements relating to the Property without the Bank's prior written consent;

(o) the Property is subject to a restraint order under the *Controlled Drugs and Substances Act* or a similar order under any law or the Chargor or any other person uses or has used the Property for any purpose in violation of the *Controlled Drugs and Substances Act* or any similar law;

(p) the Chargor fails to pay utility charges and Taxes when due;

(q) the Chargor fails to comply with its obligations under paragraph 11 with respect to insurance;

(r) the Chargor increases the principal amount owing under any prior mortgage or re-borrows any amount repaid under a prior mortgage without the prior written consent of the Bank;

(s) any default by the Chargor under any mortgage, charge, hypothec, security interest or other financial encumbrance of all or any part of the Property ranking in priority, to or subsequent to the Charge which is not cured within any cure periods applicable thereto;

(t) any attornment of rents or withdrawal of consent to collect rents, power of sale or other sale by creditor, judicial sale, foreclosure, taking payment, taking possession or other enforcement or realization (whether or not permitted hereunder) proceedings are commenced against or in respect of the Chargor, the Property or any part thereof under or in respect of such mortgage, charge, hypothec, security interest or other financial encumbrance or any holder thereof takes possession or control of any part of the Property; and

(u) any writ of execution, distress, attachment or other similar process is issued or levied against the Chargor or all or any part of its assets, or any judgement or order is made against the Chargor by a court of competent jurisdiction and such writ, distress, attachment process, judgement or order relates to or otherwise includes the Property or any part thereof;

provided that where loan documentation provides for one or more events of default that are inconsistent or conflict with the terms of one or more Events of Default, then the Events of Default in this Charge shall prevail, unless the loan documentation explicitly states that such loan documentation prevails over this Charge in the event of inconsistency. If the loan documentation states that it prevails over this Charge in the event of inconsistency, it shall only prevail to the extent specifically stated in such loan documentation. Notwithstanding the foregoing, if the loan documentation contains events of default that are in addition to any Events of Default set forth in this Charge, the existence of such additional events of default shall not in itself constitute a conflict or inconsistency.

21. REMEDIES ON DEFAULT

(a) If the Chargor is in default of its obligations under this Charge, the Bank may (but shall not be obligated to), from time to time and in any order, separately or in combination, and after giving the minimum notice, if any, required by applicable law and obtaining court approval where necessary, enforce any one or more of the following remedies:

   (i) sue the Chargor for all or any part of the Indebtedness;

   (ii) distrain for arrears of all or any part of the Indebtedness;

   (iii) take judicial proceedings to foreclose the Chargor's and/or any other person's interest in all or any part of the Property or any Lease, to take possession of it and/or to sell, lease or otherwise deal with it;

   (iv) enter on and take possession of all or any part of the Property;

   (v) sell and/or lease all or any part of the Property or sell the unexpired term of any Lease;

   (vi) assign any Lease and sell the last day of the term granted by the Lease and/or remove the Chargor or any other persons from being a trustee of the last day of the term of any Lease and appoint a new trustee or trustees in its place;

   (vii) appoint in writing a receiver (which term as used herein includes a receiver and manager) of all or any part of the Property and the rents and other income thereof and from time to time remove any receiver and appoint another in its place;

   (viii) exercise in respect of the insurance policies, insurance trust agreements, leases, rents and benefits assigned pursuant to paragraphs 11(f) and 17(a) the remedies exercisable by the Bank in respect of all or any part of the Property; and

   (ix) exercise any other rights or remedies which the Bank may have, whether pursuant to the Charge, at law, in equity, by contract or otherwise.

(b) Nothing contained herein and nothing done by the Bank or any receiver, other than taking possession of the Property in fact, shall render the Bank or such receiver a mortgagee or chargee in possession.

(c) The Chargor hereby waives the right to claim any exemption with respect to the Bank's right of distress and agrees that the Bank shall not be limited as to the amount for which it may distrain.

(d) Any sale contemplated or permitted herein may be for cash or for credit, or partly for cash and partly for credit, by tender, private sale or public auction, as a whole or in separate parcels, with or without a reserve bid, with or without advertisement and at any time or times and on such terms as the Bank thinks reasonable. The Bank will be accountable for sale proceeds or rent only when received in cash. The Bank may use the services of any real estate agent in connection with any sale or lease (including any agent affiliated with the Bank). The Bank may apply the net proceeds of any lease or sale to any part of the Indebtedness determined by the Bank and the Chargor will pay the Bank any part of the Indebtedness remaining unpaid.

(e) The Bank may cancel or amend any contract of sale or lease and sell or lease again, or adjourn any such sale from time to time, all as the Bank thinks reasonable, without being responsible for any resulting loss.

(f) Any purchaser or lessee from the Bank or a receiver pursuant hereto shall not be required to see to the validity, legality, regularity or propriety of such sale or lease, or that the default has happened on account of which the sale or lease is being made. The Chargor agrees that each such purchaser and lessee will receive good title to or a valid lease of that part of the Property sold or leased, and that the Chargor will not make any claims concerning the validity, legality, regularity or propriety of the sale or lease against the purchaser or lessee or their successors in title. The Chargor's only claim respecting such validity, legality, regularity or propriety will be made against the Bank and will be in damages only.

(g) The Bank may lease or sell without entering into actual possession of the Property and, while in possession, shall only be accountable for moneys actually received by it.

(h) Without limiting the generality of paragraph 21(a), sales may be made from time to time of parts of the Property to satisfy any part of the Indebtedness, leaving the balance thereof secured under the Charge on the remainder of the Property.

(i) If the Chargor has a leasehold interest in the Property, the Chargor irrevocably appoints each officer of the Bank (with power of substitution) to be the Chargor's attorney during the continuance of the Charge so as to permit the Bank to execute any document or do any act or thing which the Bank is permitted or the Chargor is required to execute or do pursuant to the provisions hereof.

(j) If the Chargor has a leasehold interest in the Property, the Chargor shall (i) at the request of the Bank and at the cost and expense of the Chargor, sell and assign to the Bank or any person appointed by the Bank, the last day of the term of the Lease or any renewal term, and (ii) in the event of any sale by the Bank as contemplated herein, hold such last day in trust for the purchaser, and the purchaser's heirs, executors, administrators, successors and assigns.

(k) Neither the Chargor nor any person claiming an interest in the Property through the Chargor shall interfere in any way with the Bank's possession of the Property obtained pursuant to the provisions hereof nor with the possession of anyone to whom all or any part of the Property is sold or leased by the Bank or any receiver appointed pursuant to the provisions hereof.

(l) In appointing a receiver pursuant to the provisions hereof, the Bank shall be deemed to be acting as the Chargor's agent and attorney so that the receiver shall, with respect to responsibility for the receiver's acts or omissions, be considered the Chargor's agent. The Bank may from time to time fix the remuneration of the receiver and direct its payment out of the income of the Property, but in no event shall the Bank incur any liability for such remuneration. The receiver shall, in the Bank's discretion, be vested with and may enforce all or any of the Bank's rights and discretions under the Charge with the same effect as if exercised by the Bank (including without limitation the rights and discretions set out in paragraph 8) and such other rights as the Bank may confer in writing. The receiver shall have the power to borrow on the security of the Property in priority to the Charge or otherwise, to collect rent and other income of the Property and to carry on or concur in carrying on any business carried on by the Chargor on the Property. From the rent and other income collected, and from the proceeds of all other realization hereunder, the receiver shall, in such order as the Bank sees fit: pay all the rents, taxes, rates, insurance premiums and other outgoings affecting the Property and any other amount the Bank is permitted to pay hereunder; pay the receiver's own remuneration and the cost of repairs; pay all amounts required to keep in good standing any Liens ranking in priority to the Charge; and pay the Bank all or any part of the Indebtedness.

22. EXPENSES

The Chargor shall immediately pay to the Bank all amounts the Bank is permitted to pay under the Charge and all costs and expenses of or relating to inspecting, protecting, repairing, completing, insuring, taking and keeping possession of and managing all or any part of the Property, preparing it for sale or lease, selling or leasing it, renewing any leasehold interest, collecting any part of the Indebtedness, the exercise of any of the rights of a receiver appointed pursuant to the provisions hereof, such receiver's fees and expenses, agents' costs and expenses, legal fees and expenses on a full indemnity basis, and any other costs and expenses of exercising or protecting the Bank's rights (hereunder or otherwise) or all or any part of the Property. The Chargor shall pay the Bank on demand interest at the Interest Rate on such amounts, costs and expenses (and on all other Costs) from the date they are paid by the Bank until they are repaid by the Chargor, which interest shall be calculated as provided in the schedule.

23. RENEWING OR AMENDING CHARGE

The Charge (or any agreement referred to in this paragraph 23) may from time to time be renewed or amended by one or more written agreements with the Chargor, or with any successor or successors in title to the Chargor, with or without any increase or decrease in the Interest Rate or extension of time for payment. Whether or not there are any other instruments registered on title to the Property after the Charge at the time any such written agreement is entered into, it will not be necessary for the Bank to register the written agreement on title to the Property in order to retain priority for the Charge, as renewed or amended, over any other instrument registered after the Charge. The Chargor acknowledges that the provisions of this paragraph 23 shall not confer any right of renewal upon the Chargor.

24. DISCHARGE

The Charge shall only terminate upon payment in full of the Indebtedness and complete performance of the Chargor's other obligations hereunder, provided that such termination shall be effective only if the Bank shall have received a written notice from the Chargor requesting a discharge or assignment hereof and if no further Indebtedness becomes outstanding prior to the delivery of such discharge or assignment. Upon termination of the Charge, the Chargor may request in writing that the Bank provide the Chargor with a discharge of the Charge or an assignment of the Charge to a third party and the Bank shall sign such document and send it to the Chargor within a reasonable time. The Chargor shall pay immediately the Bank's usual administration fee for preparing, reviewing, signing and/or delivering any such discharge or assignment and the Bank's legal and other expenses, whether such documentation is prepared by the Chargor's lawyer or by the Bank's lawyer. It is the Chargor's responsibility to register the discharge or assignment on title and to pay the registration fee.

25. SUCCESSORS AND ASSIGNS; JOINT AND SEVERAL LIABILITY

(a) The Charge is binding on and enures to the benefit of the Chargor and the Bank and their respective heirs, executors, administrators, legal representatives, successors and assigns, and any person(s) to whom the Chargor's interest in all or any part of the Property, or the Bank's interest in the Charge, may be transferred.

(b) If more than one person signs the Charge as chargor, such persons are jointly and severally liable to observe and perform all of the Chargor's obligations herein.

26. INTERPRETATION AND HEADINGS

Paragraph headings do not form a part hereof but are used only for ease of reference. Any reference herein to the singular or the neuter shall also mean the plural or the masculine or the feminine where the context or the parties to the Charge so require. *If any provision hereof is illegal or unenforceable it shall be considered separate and severable from* the remaining provisions hereof which shall remain in force and be binding as though such first mentioned provision was not included.

27. SET-OFF

All payments made by the Chargor to the Bank under the Charge will be made in respect of the Indebtedness without any legal or equitable set-off or counterclaim and without any deduction or withholdings of any kind.

28. STATUTES AND REGULATIONS

Any reference to a statute herein is a reference to both the statute and any regulations made under the statute. Any reference to a statute also includes any amendments to or re-enactments of the statute or regulations. If a specific section, subsection, paragraph or clause of a statute or regulation is referred to, that reference includes the corresponding provision in any amended or re-enacted statute or regulation.

29. CONSENTS AND DISCLOSURE

The Chargor hereby consents to the Bank transferring, selling, assigning or syndication of the Indebtedness, the Charge and all of its rights under the Charge. If the Bank does so, it may disclose information about the Chargor, the Charge and the Indebtedness to anyone to whom the Bank transfers, sells, assigns or syndicates or proposes to transfer, sell, assign or syndicate its rights. The Bank may also disclose information about the Chargor, the Charge and the Indebtedness to an insurer or other third party from whom the Bank may obtain benefits to protect its security. The Chargor hereby consents to insurers and other third parties that provide benefits or services to the Bank for the Charge obtaining information about the Chargor from credit bureaus and other lenders to evaluate the Chargor and the Charge.

30. SECURITY INTEREST IN PERSONAL PROPERTY

The Chargor covenants and agrees to execute and deliver to the Bank, on demand, a security interest in all chattels, furnishings, equipment, appliances and all other personal property owned now or in the future by the Chargor and situate in or about the Property. The form and content of such security interest shall be acceptable to the Bank. The Chargor agrees to pay all legal and other expenses incurred by the Bank in connection with the preparation and registration of the security interest and any renewals thereof forthwith upon demand and such fees and expenses, together with interest thereon at the Interest Rate, shall be added to the Indebtedness and secured by this Charge.

31. FARM DEBT MEDIATION ACT

(a) The Chargor represents and warrants that except as previously disclosed to the Bank it is not a "farmer" as defined in the *Farm Debt Mediation Act*, S.C. 1997, c.21, as amended and/or restated from time to time.

(b) In the event that the Chargor is not a "farmer" as defined by the said act, the Chargor covenants that it will promptly notify the Bank in writing if the Chargor becomes a "farmer" as defined by the said act.

32. ONTARIO NEW HOME WARRANTIES PLAN ACT

If the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c. O.31, applies to the Property, the Chargor covenants and agrees to meet all of its requirements under said act. The Chargor also covenants and agrees to immediately reimburse the Bank for any costs that the Bank incurs in meeting the Chargor's obligations or enforcing the Chargor's rights on the Chargor's behalf under said act, if the Bank chooses to do so.

33. FAMILY LAW

The Chargor represents and warrants that all information given to the Bank in connection with this Charge concerning marital and spousal status was, when given and when then Charge was delivered to the Bank, completely truthful and accurate. If any change in such status occurs, the Chargor covenants to inform the Bank immediately in writing.

34. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

The Chargor acknowledges and agrees that during the course of the relationship between the Chargor and the Bank, the Bank may collect financial and related information about the Chargor and/or its employees, officers, and directors (if applicable) (the "Personal Information"). Personal Information includes the following:

- information about this Charge, the Amount Secured, and any related documents;
- information about the Chargor's transactions using the Bank's products and services;
- information to identify the Chargor and/or its employees, officers or directors (if applicable) or to qualify the Chargor for products and services; and
- information required by the Bank for regulatory purposes.

The Bank may collect Personal Information from a number of different sources, including the Chargor's application for this Charge and for the Indebtedness, references provided by the Chargor, credit reporting agencies, other financial institutions, service providers, the Bank's internal records, and from individuals authorized to act on the Chargor's behalf.

The Bank may use the Personal Information to open, process, service, maintain and collect upon this Charge and any related agreements. The Bank will use and disclose the Personal Information according to the Bank's privacy policies, as such policies may be amended, replaced or supplemented from time to time.

The Chargor acknowledges and agrees that the Bank may enter into the Charge and any related agreements on behalf of another entity, as an agent or nominee, and also that the Bank may assign this Charge and any related agreements to another entity. In these cases, the entity is known as the "beneficial owner". The Bank may disclose the Personal Information to the beneficial owner, its agents, and any person or entity to which the beneficial owner assigns this Charge or any related agreements. The Bank may also disclose the Personal Information to any service provider. Service providers are any person or entity that:

- is involved in the servicing, maintenance, collection or operation of this Charge or any of the related agreements; or
- provides services or benefits to the Chargor under this Charge or any of the related agreements, including loyalty programs.

35. CONSOLIDATION

The Chargor acknowledges and agrees that the Bank has a right of consolidation that applies to the Charge and to any other mortgages and/or charges given by the Chargor to the Bank. As a result of such right of consolidation, if the Chargor has mortgaged other property to the Bank and the Chargor is in default of its obligations under this Charge, the Chargor shall not have the right to pay off the Charge or any mortgage or charge of other property unless the Chargor pays to the Bank the Amount Secured.

Tab K

THIS IS **EXHIBIT "K"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

General Assignment Of Leases And Rents

This Agreement made as of the 26th day of March, 2015, between:

2252709 Ontario Inc.
(the "Assignor")

of the first part,

– and –

Canadian Imperial Bank of Commerce
(the "Assignee")

of the second part,

Whereas in order to further secure the payment and performance of the Obligations (as hereinafter defined), the Assignee has requested the Assignor to enter into this Agreement;

Now Therefore This Agreement Witnesses that in consideration of the premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

1. Definitions

Unless there is something in the subject matter or text that is inconsistent therewith, all capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed thereto in the Charge or Mortgage. In addition, the following terms shall have the following meanings:

"Agreement" means this agreement and all amendments made hereto by written agreement between the parties.

"Charge or Mortgage" means the charge or mortgage of land in the original principal amount of $ 3,200,000.00 registered on March 27, 2015, as Instrument No. DR1349677, charging among other things, the interest of the Assignor in the Property, and including, but not limited to any Schedules and any Standard Charge/Mortgage Terms referred to therein or attached thereto, forming a part thereof, as the same may be amended, restated and/or supplemented from time to time.

"Event of Default" means a default by the Assignor under the Charge or Mortgage or any other default set out in the Loan Agreement.

"Leases" means the Assignor's interest as landlord in:

i) every existing and future lease, sublease and agreement to lease, of the whole or any portion of the Property;

ii) every existing and future tenancy, agreement as to use, occupation and licence in respect of the whole or any portion of the Property, whether or not pursuant to any written lease, sublease, agreement or licence;

(iii) every existing and future guarantee or indemnity of all or any of the obligations of any existing or future Tenant of the whole or any portion of the Property; and

iv) every existing and future assignment and agreement to assume the obligations of Tenants of the whole or any portion of the Property.

"Loan Agreement" means the loan agreement made as of March 3, 2015, with respect to a $ 3,200,000.00 loan between, *inter alia*, the Assignor, as borrower, and the Assignee, as lender, as the same may be amended, supplemented, extended, renewed, restated, replaced or superseded from time to time.

"Obligations" means all of the obligations, liabilities and indebtedness (present and future, absolute or contingent, matured or otherwise) of any kind whatsoever of the Assignor pursuant to, in connection with or relating to the Loan Agreement or Charge or Mortgage.

"Property" means the lands and premises described in Schedule "A" hereto, all buildings, structures, fixtures, and improvements of any nature or kind now or hereafter located on such lands (save for sales inventory of manufactured homes), and all Leases, Rents and all other appurtenances thereto.

"Rents" means all revenues, receipts, income, credits, deposits, profits, royalties, rents, additional rents, recoveries, accounts receivable and other receivables of any kind and nature whatsoever arising from or relating to the Property or any part thereof (including all amounts payable under any Lease).

"Tenant" means any lessee, sublessee, licensee or grantee of a right of use or occupation under a Lease and such person's successors, legal personal representatives or permitted assigns.

2. Assignment

The Assignor hereby assigns, as security, to the Assignee, its successors and assigns, and grants a security interest in (as continuing collateral security for the Obligations) all of the Assignor's right, title, benefit and interest in and to the Leases (the "Assigned Leases") and the Rents (the "Assigned Rents"), with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Assigned Rents, and to exercise the rights of the Assignor with respect to the enforcement of the Assigned Leases and the payment of the Assigned Rents in the name of the Assignor. Notwithstanding such assignment, the Assignee will not be responsible or liable for any obligations of the Assignor in respect of the Leases.

3. Assignor Permitted to Collect Rents

The Assignor shall be permitted to collect and receive the Assigned Rents as and when they become due and payable according to the terms of each of the Leases unless and until an Event of Default has occurred and for so long as it remains outstanding and, thereafter, the Assignee gives notice to the Tenant, user, occupier, licensee or guarantor thereunder requiring payment to the Assignee of the Assigned Rents, provided that nothing herein shall release, discharge, postpone, amend or otherwise affect the present assignment and security interest in and to the Assigned Leases and the Assigned Rents and the immediate attachment thereof in accordance with the Loan Agreement. The Assignor may amend, modify, vary, alter or release the Leases in accordance with the terms of the Loan Agreement until the Charge or Mortgage and any other security become enforceable under the Loan Agreement.

4. Assignee Not Bound

Nothing in this Agreement shall have the effect of making the Assignee, its 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 Assignee shall not, by virtue of this Agreement or its receipt of the Assigned Rents or any of them, become or be deemed a mortgagee in possession of the Property or of the interests assigned hereunder, and the Assignee 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 Assignee shall be liable to account only for such monies as shall actually come into its hands, less all reasonable costs and expenses and other proper deductions as allowed by law.

5. Excluded Collateral

Notwithstanding anything contained in this Agreement, the assignment contained herein shall not constitute an assignment of the right, title, interest and benefit of the Assignor in any of the Leases which require the consent of any third party to such assignment or which, if assigned, would give rise to a default or penalty (collectively the "**Excluded Collateral**"). In each such case, the Assignor shall forthwith, upon request, use its commercially reasonable efforts to obtain the necessary consent of any third party to the assignment contained herein in respect of any such Excluded Collateral and, upon such consent being obtained, the assignment contained herein shall apply to such Excluded Collateral without regard to this section 5 and without the necessity of any further assurance to effect the assignment contained herein in respect thereto. Until such consent is obtained, the Assignor shall, to the extent that it may do so by law or under the terms of the Excluded Collateral and without giving rise to any default or penalty, hold all right, title, benefit and interest to be derived therefrom in trust for the Assignee as additional security, as if the assignment contained herein applied, and shall deliver up such right, title, benefit and interest to the Assignee forthwith upon demand under the Charge or Mortgage or upon any other security becoming enforceable under the Loan Agreement.

6. Further Assurances

The Assignor shall from time to time execute and deliver such further assurances as may be reasonably required by the Assignee from time to time to perfect this Agreement and assignment.

7. Re-Assignment

It is understood and agreed that none of the rights or remedies of the Assignee under any other security granted to it in respect of the Obligations shall be delayed or in any way prejudiced by this Agreement, and that following registration of a discharge of the Charge or

Mortgage, this Agreement and assignment shall be of no further force and effect and such registration of that discharge shall be deemed to be a reassignment of this Agreement and assignment in favour of the Assignor.

8. **Notice**

Any notice, demand or other communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or by transmittal by telecopy, telefax or other electronic means of communication, addressed to the respective party as follows:

i. to the Assignor at:

1660 Feldspar Court
Pickering, Ontario
L1W 3R7
Attention: ________
Facsimile: ________

ii. to the Assignee at:

300 West Beaver Creek Road
Richmond Hill, Ontario
L4B 3B1
Attention: ________
Facsimile: ________

or to such other address or telex number, telecopy number or telefax number as any party may from time to time notify the others in accordance with this Section 8. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof, or, if made or given by facsimile or other electronic means of communication, on the first business day following the transmittal thereof.

9. **Successors and Assigns**

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

10. **Governing Law**

This Agreement shall be governed in all respects by the laws of the Province or Territory where the Property is situate and the laws of Canada applicable therein and shall be treated in all respects as a contract of that Province or Territory.

11. Continuing Collateral Security

This Agreement shall be held by the Assignee as general and continuing collateral security to the Assignee for the Obligations. This Agreement and the assignments granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Assignee and this Agreement will remain in full force and effect until re-assigned and discharged by the Assignee.

12. Conflict

To the extent that there is any conflict or inconsistency between this Agreement and the Loan Agreement, the provisions of the Loan Agreement shall prevail. Notwithstanding the foregoing, in the event that this Agreement contains remedies which are in addition to the remedies set forth in the Loan Agreement or Charge or Mortgage, the existence of such remedies shall not constitute a conflict with the terms of this Agreement.

13. Amendments and Waivers

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

14. Severability

If any covenant, obligation or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

15. Relationship of Parties

Nothing herein contained shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Assignor and the Assignee; it being understood and agreed that none of the provisions herein contained or any acts of the Assignee or of the Assignor, shall be deemed to create any relationship between the Assignee and the Assignor other than the relationship of assignee and assignor.

16. Sections and Headings

The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Sections are to Sections of this Agreement.

17. Extended Meaning

In this Agreement words importing the singular number also include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

18. Future Lease Interests

The Assignor covenants and agrees that if and to the extent that its right, title, estate or interest in any Lease or Rents is not acquired until after delivery of this Agreement, this Agreement shall nonetheless apply thereto and the security interest of the Assignee hereby created shall attach to the Assignor's interest in any such Lease or Rents at the same time as the Assignor acquires rights therein, without the necessity of any further assignment or other assurance, and thereafter the security interests created hereby in respect of such Lease or Rents shall be absolute, fixed and specific.

19. Assignment

The rights of the Assignee under this Agreement may be assigned by the Assignee to a person to whom the Assignee may also assign its rights under the Loan Agreement to the same extent, and on and subject to the same terms and conditions, as the Assignee may assign its rights under the Loan Agreement. The Assignor may not assign its obligations under this Agreement except in accordance with the provisions of the Loan Agreement.

[Signatures Appear on Following Page]

In Witness Whereof the Assignor has executed this Agreement.

2252709 ONTARIO INC.

Per:
Name: GARY W. [illegible]
Title: PRESIDENT

Per:
Name:
Title:

I/We have the authority to bind the Corporation.

Schedule A

Legal Description of Property

PIN 26462-0030 (LT)

Parcel 16-1, Section 40M1552; being Lot 16, Plan 40M1552; City of Pickering.

Tab L

THIS IS EXHIBIT "L" REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

Guarantee

08642, 300 WEST BEAVER CREEK RD., RICHMOND HILL, ON L4B3B1
Bank Office

For valuable consideration, I, the undersigned guarantor, agree with Canadian Imperial Bank of Commerce ("CIBC") as follows:

1. **Customer's Name.** The name of the customer whose debts I am guaranteeing is 2252709 ONTARIO INC., (the "Customer").
2. **Guarantee.** I guarantee payment to CIBC of all the Customer's Debts. My liability under this Guarantee is:
   a) ☒ unlimited.
   b) ☐ limited to the principal sum of CDN ____________ plus interest and expenses in accordance with Section 5.
   Note: **If neither box (a) nor box (b) is checked off, or if both are checked off, or if box (b) is checked off but no figure is inserted in the blank, then box (a) alone will be considered to have been checked off.**
3. **Governing Law.** This Guarantee is governed by the laws of Ontario (without reference to the choice of law rules). I irrevocably agree to submit to the non-exclusive jurisdiction of its courts.
4. **Copy Received.** I acknowledge having received a copy of this Guarantee.

Note: The "Additional Terms and Conditions of this Guarantee" on the following pages form part of this Guarantee.

1299746 ONTARIO INC.	[signature]	[signature]
Guarantor's Name (Record in full)	Signature	Signature
1935 SILICONE DRIVE	Gary W. Bodinarenko President	Gary W. Bodinarenko Secretary
Guarantor's Address	Name & Title	Name & Title
PICKERING, Ontario, L1W3V7	March 26, 2015	March 26, 2015
City, Province, Postal Code	Date	Date

Note: i) If the Guarantor is a corporation, no witness is needed. The office (such as "President" or "Secretary") of the person signing should be noted below that person's signature. The corporation's seal should be affixed if the resolution so states.
ii) If the Guarantor is an individual, a red wafer seal is advisable, but not mandatory. (No seal required in Quebec.)
iii) For *The Guarantees Acknowledgement Act* certificate in Alberta, see page 4.

Additional Terms and Conditions of this Guarantee

5. **Payment on demand.** I will immediately pay CIBC on demand:
   a) the amount (and in the currency) of the Customer's Debts (but if Section 2(b) applies, subject to that limitation), plus any expenses (including all legal fees and disbursements) incurred by CIBC in enforcing any of CIBC's rights under this Guarantee; and
   b) interest (including interest on overdue interest, compounded monthly) on unpaid amounts due under this Guarantee calculated from the date on which those amounts were originally demanded until payment in full, both before and after judgment, at the rates (and in the currency) applicable to the corresponding Customer's Debts.
6. **Making Demand.** Demand and any other notices given under this Guarantee will be conclusively considered to have been made upon me when the envelope containing it, addressed to me (or, if there is more than one Person signing this Guarantee, to any one of us) at the last address known to CIBC, is deposited, postage prepaid, first class mail, in a post office, or is personally delivered to that address. I will give CIBC immediate written notice, addressed to the Manager of the Bank Office, of each and every change of my address.
7. **No Setoff or Counterclaim.** I will make all payments required to be made under this Guarantee without regard to any right of setoff or counterclaim that I have or may have against the Customer or CIBC.
8. **Application of Moneys Received.** CIBC may apply all moneys received from me, the Customer or any other Person (including under any Security that CIBC may from time to time hold) upon such part of the Customer's Debts as CIBC considers appropriate.
9. **Exhausting Recourse.** CIBC does not need to exhaust its recourse against the Customer or any other Person or under any Security CIBC may from time to time hold before being entitled to full payment from me under this Guarantee.
10. **Absolute Liability.** My liability under this Guarantee is absolute and unconditional. It will not be limited or reduced, nor will CIBC be responsible or owe any duty (as a fiduciary or otherwise) to me, nor will CIBC's rights under this Guarantee be prejudiced, by the existence or occurrence (with or without my knowledge or consent) of any one or more of the following events:
    a) any termination, invalidity, unenforceability or release by CIBC of any of its rights against the Customer or against any other Person or of any Security;
    b) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to the Customer's Debts or to any credit extended by CIBC to the Customer; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or any other indulgences or concessions to, the Customer or any other Person; any taking or giving up of any Security; abstaining from taking, perfecting or registering any Security; allowing any Security to lapse (whether by failing to make or maintain any registration or otherwise); or any neglect or omission by CIBC in respect of, or in the course of, doing any of these things;
    c) accepting compositions from or granting releases or discharges to the Customer or any other Person, or any other dealing with the Customer or any other Person or with any Security that CIBC considers appropriate;
    d) any unenforceability or loss of or in respect of any Security held from time to time by CIBC from me, the Customer or any other Person, whether the loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that Security or otherwise due to CIBC's fault or any other reason;
    e) the death of the Customer; any change in the Customer's name; or any reorganization (whether by way of amalgamation, merger, transfer, sale, lease or otherwise) of the Customer or the Customer's business;
    f) any change in my financial condition or that of the Customer or any other Guarantor (including insolvency and bankruptcy);
    g) if I am or the Customer is a corporation, any change of effective control, or if I am or the Customer is a partnership, a dissolution or any change in the membership;
    h) any event, whether or not attributable to CIBC, that may be considered to have caused or accelerated the bankruptcy or insolvency of the Customer or any Guarantor, or to have resulted in the initiation of any such proceedings;
    i) CIBC's filing of any claim for payment with any administrator, provisional liquidator, conservator, trustee, receiver, custodian or other similar officer appointed for the Customer or for all or substantially all of the Customer's assets;
    j) any failure by CIBC to abide by any of the terms and conditions of CIBC's agreements with, or to meet any of its obligations or duties owed to me, the Customer or any Person, or any breach of any duty (whether as a fiduciary or otherwise) that exists or is alleged to exist between CIBC and me, the Customer or any Person;
    k) any incapacity, disability, or lack or limitation of status or of the power of the Customer or of the Customer's directors; managers, officers, partners or agents; the discovery that the Customer is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of any of the Customer's Debts; or
    l) any event whatsoever that might be a defence available to, or result in a reduction or discharge of, me, the Customer or any other Person in respect of either the Customer's Debts or my liability under this Guarantee.

    For greater certainty, I agree that CIBC may deal with me, the Customer and any other Person in any manner without affecting my liability under this guarantee.
11. **Principal Debtor.** All moneys and liabilities (whether matured or unmatured, present or future, direct or indirect, absolute or contingent) obtained from CIBC will be deemed to form part of the Customer's Debts, notwithstanding the occurrence of any one or more of the events described in Section 10(k). I will pay CIBC as principal debtor any amount that CIBC cannot recover from me as Guarantor immediately following demand as provided in this Guarantee.

12. **No Liability for Negligence, etc.** CIBC will not be liable to me for any negligence or any breaches or omissions on the part of CIBC, or any of its employees, officers, directors or agents, or any receivers appointed by CIBC, in the course of any of its or their actions.
13. **Continuing Guarantee.** This is a continuing guarantee of the Customer's Debts.
14. **Terminating Further Liability.** I may discontinue any further liability to pay the Customer's Debts by written notice to the Bank Office. I will, however, continue to be liable under this Guarantee for any of the Customer's Debts that the Customer incurs up to and including the 30th day after CIBC receives my notice.
15. **Statement Conclusive.** Except for demonstrable errors or omissions, the amount appearing due in any account stated by CIBC or settled between CIBC and the Customer will be conclusive as to that amount being due.
16. **CIBC's Priority.**
    a) If any payment made to CIBC by the Customer or any other Person is subsequently rendered void or must otherwise be returned for any reason, I will be liable for that payment (but if Section 2(b) applies, subject to that limitation). Until all of CIBC's claims against the Customer in respect of the Customer's Debts have been paid in full, I will not require that CIBC assign to me any Security held, or any other rights that CIBC may have, in connection with the Customer's Debts, and I will not assert any right of contribution against any Guarantor, or claim repayment from the Customer, for any payment that I make under this Guarantee.
    b) If the Customer is bankrupt, or (if the Customer is a corporation) liquidated or wound up, or if the Customer makes a bulk sale of any assets under applicable law, or if the Customer proposes any composition with creditors or any scheme of arrangement, CIBC will be entitled to all dividends and other payments until CIBC is paid in full, and I will remain liable under this Guarantee (but if Section 2(b) applies, subject to that limitation).
    c) If CIBC gives to any trustee in bankruptcy or receives a valuation of, or retains, any Security that CIBC holds for payment of the Customer's Debts, that will not be considered, as between CIBC and me, to be a purchase of such Security or payment, satisfaction or reduction of the Customer's Debts.
17. **Assignment and Postponement of Claim.** I postpone in favour of CIBC all debts and liabilities that the Customer now owes or later may from time to time owe to me in any manner until CIBC is paid in full. I further assign to CIBC all such debts and liabilities, to the extent of the Customer's Debts, until CIBC is paid in full. If I receive any moneys in payment of any such debts and liabilities, I will hold them in trust for, and will immediately pay them to, CIBC without reducing my liability under this Guarantee.
18. **Withholding Taxes.** Unless a law requires otherwise, I will make all payments under this Guarantee without deduction or withholding for any present or future taxes of any kind. If a law does so require, I will pay to CIBC an additional amount as is necessary to ensure CIBC receives the full amount CIBC would have received if no deduction or withholding had been made.
19. **Judgment Currency.** My liability to pay CIBC in a particular currency (the "First Currency") will not be discharged or satisfied by any tender or recovery under any judgment expressed in or converted into another currency (the "Other Currency") except to the extent the tender or recovery results in CIBC's effective receipt of the full amount of the First Currency so payable. Accordingly, I will be liable to CIBC in an additional cause of action to recover in the Other Currency the amount (if any) by which that effective receipt falls short of the full amount of the First Currency so payable, without being affected by any judgment obtained for any other sums due.
20. **Consent to Disclose Information.** CIBC may from time to time give any credit or other information about me to, or receive such information from, any credit bureau, reporting agency or other Person.
21. **General.** Any provision of this Guarantee that is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. If two or more Persons sign this Guarantee, each Person's liability will be joint and several. This Guarantee is in addition and without prejudice to any Security of any kind now or in the future held by CIBC. There are no representations, collateral agreements or conditions with respect to, or affecting my liability under, this Guarantee other than as contained in this Guarantee.
22. **Quebec Only.** If this Guarantee is governed by the laws of Quebec:
    a) I acknowledge that the terms and conditions of the Customer's Debts have been expressly brought to my attention;
    b) I renounce the benefit of division and discussion;
    c) if two or more Persons sign this Guarantee, each Person's liability will be solidary;
    d) I acknowledge that the thirty days' notice specified in Section 14 constitutes prior and sufficient notice to CIBC;
    e) if this Guarantee is attached to the performance of special duties, I agree that this Guarantee shall not terminate upon cessation of such duties; and
    f) it is the express wish of the parties that this document and any related documents be drawn up in English. Les parties aux présentes ont expressément demandé que ce document et tous les documents s'y rattachant soient rédigés en anglais.
23. **Definitions.** In this Guarantee:
    a) *"Bank Office"* means the CIBC office noted on the first page of this Guarantee, or such address as CIBC may, from time to time, advise me in the manner provided in Section 6;
    b) *"Customer's Debts"* means the debts and liabilities that the Customer has incurred or may incur with CIBC including, among other things, those in respect of dealings between the Customer and CIBC, as well as any other dealings by which the Customer may become indebted or liable to CIBC in any manner whatever;

c) "*Guarantor*" means any Person who has guaranteed or later guarantees to CIBC any or all of the Customer's Debts, whether or not such Person has signed this Guarantee or another document;

d) "*I*", "*me*" and "*my*" mean the Person who has signed this Guarantee, and if two or more Persons sign, each of them;

e) "*Person*" includes a natural person, personal representative, partnership, corporation, association, organization, estate, trade union, church or other religious organization, syndicate, joint venture, trust, trustee in bankruptcy, government and government body and any other entity, and, where appropriate, specifically includes any Guarantor;

f) "*Section*" means a section or paragraph of this Guarantee;

g) "*Security*" means any security held by CIBC as security for payment of the Customer's Debts and includes, among other things, any and all guarantees.

CIBC

9151B-2012/03 – StreamLoan

Resolution re Corporate Guarantee With Additional Security

Resolution of the Board of Directors of 1299746 ONTARIO INC. (the "Corporation")

Whereas this Corporation has business relations with 2252709 ONTARIO INC. and it is expedient and in the interests of this Corporation to guarantee the present and future indebtedness and liability of the said 2252709 ONTARIO INC. to Canadian Imperial Bank of Commerce ("CIBC").

And whereas it is desirable to give security on certain property and assets of the Corporation to secure the obligation and liability of the Corporation under the said guarantee:

Therefore be it resolved that:

1. the Corporation guarantee payment to CIBC on demand of all the liabilities of 2252709 ONTARIO INC. to CIBC, and that the Corporation postpone all debts and claims held by it against the said 2252709 ONTARIO INC. in favour of the debts and claims of CIBC against the said 2252709 ONTARIO INC. in the manner and upon the terms set forth in CIBC's form of guarantee and postponement of claim known as Form 81, a specimen of which is attached to this resolution;
2. to secure the obligation and liability of the Corporation to CIBC under the guarantee the Corporation gives security to CIBC by way of GENERAL SECURITY AGREEMENT, a specimen of which is attached to this resolution;
3. the President and the Secretary are hereby authorized for and on behalf of the Corporation to execute and deliver to CIBC a guarantee and postponement of claim and security agreement substantially in the form of the above mentioned specimen forms subject to such modifications as the President and Secretary may approve, such approval to be conclusively evidenced by their execution of the said documents;
4. the President and the Secretary are hereby authorized for and on behalf of the Corporation to execute and deliver all other documents and instruments and to do all acts and things as may be requisite to give full effect to this resolution.

We hereby certify that the foregoing is a true copy of a resolution passed by the Board of Directors of the Corporation on the 26 day of MARCH 2015 and recorded in the Minute Book of the proceedings of the said Board of Directors and that the said resolution is now in full force and effect.

Dated at MARKHAM ~~MARCH 26, 2015~~

1299746 ONTARIO INC.	[signature]	[signature]
Name (Record in full)	Signature	Signature
1935 SILICONE DRIVE	GARY W. BOODHRAM PRESIDENT	GARY W. BOODHRAM SECRETARY
Address	Name & Title	Name & Title
PICKERING, Ontario, L1W3V7	MARCH 26, 2015	MARCH 26, 2015
City, Province, Postal Code	Date	Date

Tab M

THIS IS **EXHIBIT "M"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

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

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 1299746 ONTARIO INC.

FILE CURRENCY : 28FEB 2016

ENQUIRY NUMBER 20160229080241.95 CONTAINS 52 PAGE(S), 21 FAMILY(IES).

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

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

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj3 09/2013)

CONTINUED... 2

Ontario

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
705257315

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	X	01		003		20150520 1403 1462 2182	P PPSA	7

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: 1299746 ONTARIO INC
ONTARIO CORPORATION NO.
04 ADDRESS: 1655 FELDSPAR COURT PICKERING ON L1W3R7

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

08 SECURED PARTY / LIEN CLAIMANT: PENSKE TRUCK LEASING CANADA INC
09 ADDRESS: RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

COLLATERAL CLASSIFICATION

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

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE	2016	FREIGHTLINER	M2	1FVHCYCY3GHHA1253
12				

13 GENERAL COLLATERAL DESCRIPTION: TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS
14 SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT NOT
15 LIMITED TO XATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY FORM

16 REGISTERING AGENT: PENSKE TRUCK LEASING CANADA INC
17 ADDRESS: RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 060
RUN DATE : 2016/02/29
ID : 20160229080241.95

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
706257315

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	X	02		003		20150520 1403 1462 2182	P PPSA	7

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

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

08 SECURED PARTY / LIEN CLAIMANT: LOCATIONS DE CAMIONS PENSKE CANADA INC
09 ADDRESS: RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

COLLATERAL CLASSIFICATION

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

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

13 GENERAL COLLATERAL DESCRIPTION: DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH
14 THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT
15 THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL

16 REGISTERING AGENT: PENSKE TRUCK LEASING CANADA INC
17 ADDRESS: RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

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

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
706257315

	CAUTION FILING	PAGE NO.	TOTAL NO. OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	X	03	003		20150520 1403 1462 2182	P PPSA	7

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION — OR PROCEEDS OF THE COLLATERAL.

16 REGISTERING AGENT — PENSKE TRUCK LEASING CANADA INC
17 ADDRESS — RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 060
RUN DATE : 2016/02/29
ID : 20160229080241.95

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

REPORT : PSSR060
PAGE : 5
(6215)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
704445084

01 CAUTION FILING | PAGE NO. 01 | OF TOTAL PAGES 002 | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER 20150323 1407 1462 1609 | REGISTERED UNDER P PPSA | REGISTRATION PERIOD 5

02 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03 BUSINESS NAME: COMPUQUEST 2000 — ONTARIO CORPORATION NO.
04 ADDRESS: 1935 SILICONE DRIVE PICKERING ON L1W3V9

05 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
06 BUSINESS NAME: 1299746 ONTARIO INC. — ONTARIO CORPORATION NO.
07 ADDRESS: 1935 SILICONE DRIVE PICKERING ON L1W3V9

08 SECURED PARTY / LIEN CLAIMANT: PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.
09 ADDRESS: 9100 JANE ST BLDG F UNIT 44/45 VAUGHAN ON L4K0A4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X			X	33347	23MAR2020		

11 MOTOR VEHICLE — YEAR 2015 | MAKE JEEP | MODEL WRANGLER | V.I.N. 1C4BJWEG7FL636355
12

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.
17 ADDRESS: 9100 JANE STREET BUILDING F UNIT 44/45 VAUGHAN ON L4K0A4

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

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
704445084

01 CAUTION FILING | PAGE NO. | OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
| 02 | | 002 | | 20150323 1407 1462 1609 | P PPSA | 5

02 DEBTOR NAME — DATE OF BIRTH: 04OCT1973 | FIRST GIVEN NAME: AIMEE | INITIAL: L | SURNAME: BODIMEADE
03 BUSINESS NAME:
04 ADDRESS: 7472 ASHBURN ROAD BROOKLIN ON L1M1L4
ONTARIO CORPORATION NO.

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.
17 ADDRESS: 9100 JANE STREET BUILDING F UNIT 44/45 VAUGHAN ON L4K0A4

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

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

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TYPE OF SEARCH        : BUSINESS DEBTOR
SEARCH CONDUCTED ON   : 1299746 ONTARIO INC.
FILE CURRENCY         : 28FEB 2016

   FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

     FILE NUMBER
00   704264805

     CAUTION  PAGE  TOTAL     MOTOR VEHICLE  REGISTRATION              REGISTERED  REGISTRATION
     FILING   NO.   OF PAGES  SCHEDULE       NUMBER                    UNDER       PERIOD
01            01    002                      20150316 1403 1462 9665   P PPSA      4

             DATE OF BIRTH   FIRST GIVEN NAME   INITIAL   SURNAME
02   DEBTOR
03   NAME         BUSINESS NAME   COMPUQUEST 2000
                                                                    ONTARIO CORPORATION NO.
04                      ADDRESS   1935 SILICONE DRIVE     PICKERING          ON   L1W3V9

             DATE OF BIRTH   FIRST GIVEN NAME   INITIAL   SURNAME
05   DEBTOR
06   NAME         BUSINESS NAME   1299746 ONTARIO INC.
                                                                    ONTARIO CORPORATION NO.
07                      ADDRESS   1935 SILICONE DRIVE     PICKERING          ON   L1W3V9

08   SECURED PARTY /              PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.
     LIEN CLAIMANT
09                      ADDRESS   9100 JANE ST BLDG F UNIT 44/45    VAUGHAN  ON   L4K0A4

     COLLATERAL CLASSIFICATION
       CONSUMER                                              MOTOR VEHICLE  AMOUNT  DATE OF    NO FIXED
       GOODS    INVENTORY  EQUIPMENT  ACCOUNTS  OTHER        INCLUDED               MATURITY   OR  MATURITY DATE
10                                              X            X              63550   03OCT2019

       YEAR MAKE                 MODEL              V.I.N.
11   MOTOR   2014 FORD           GREYHAWK           1FDXE4FS7ED808627
12   VEHICLE

13   GENERAL
14   COLLATERAL
15   DESCRIPTION

16   REGISTERING                  PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.
     AGENT
17                      ADDRESS   9100 JANE STREET BUILDING P UNIT 44/45   VAUGHAN   ON   L4K0A4

            *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
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CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cr)1fs 09/2013)

Ontario

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
704264805

01

CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02		002		20150316 1403 1462 9665	P PPSA	4

02 DEBTOR NAME — DATE OF BIRTH: 21JAN1972 — FIRST GIVEN NAME: GARY — INITIAL: W — SURNAME: BODIMEADE
03 BUSINESS NAME: — ONTARIO CORPORATION NO.:
04 ADDRESS: 7472 ASHBURN ROAD BROOKLIN ON L1M2B8

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.
17 ADDRESS: 9100 JANE STREET BUILDING F UNIT 44/45 VAUGHAN ON L4K0A4

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

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

RUN NUMBER : 060
RUN DATE : 2016/02/29
ID : 20160229080241.95

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

REPORT : PSSR060
PAGE : 9
(6219)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
703400787

01 CAUTION FILING | PAGE NO. 01 | TOTAL OF PAGES 001 | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER 20150203 1946 1531 8740 | REGISTERED UNDER P PPSA | REGISTRATION PERIOD 4

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
02 DEBTOR
03 NAME | BUSINESS NAME 1299746 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS 1935 SILICONE DRIVE | PICKERING | ON | L1W 3V7

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

08 SECURED PARTY / LIEN CLAIMANT TOYOTA CREDIT CANADA INC.
09 ADDRESS 80 MICRO COURT SUITE 200 | MARKHAM | ON | L3R 9Z5

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10 X		X			X		25JAN2019	

11 MOTOR
12 VEHICLE | YEAR 2015 | MAKE TOYOTA | MODEL SIENNA | V.I.N. 5TDXK3DC6FS565521

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT D+H LIMITED PARTNERSHIP
17 ADDRESS 4126 NORLAND AVENUE, SUITE 200 | BURNABY | BC | V5G 3S8

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 060
RUN DATE : 2016/02/29
ID : 20160229080241.95

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
702525267

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	002		20141232 1403 1462 5166	P PPSA	4

			DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR								
03	NAME	BUSINESS NAME	COMPUQUEST 2000					ONTARIO CORPORATION NO.	
04		ADDRESS	1935 SILICONE DRIVE				PICKERING	ON	L1W3V9

			DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR								
06	NAME	BUSINESS NAME	1299746 ONTARIO INC.					ONTARIO CORPORATION NO.	
07		ADDRESS	1935 SILICONE DRIVE				PICKERING	ON	L1W3V9

08	SECURED PARTY / LIEN CLAIMANT		PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.			
09		ADDRESS	9100 JANE ST BLDG F UNIT 44/45	VAUGHAN	ON	L4K0A4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10					X	X	179145	22DEC2018		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2015	MERCEDES BENZ	S63	WDDX[illegible]JB1FA003356
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT		PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.			
17		ADDRESS	9100 JANE STREET BUILDING F UNIT 44/45	VAUGHAN	ON	L4K0A4

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

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

RUN NUMBER : 060
RUN DATE : 2016/02/29
ID : 20160229080241.95

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

REPORT : PSSR060
PAGE : 11
(6221)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
702525267

01 CAUTION FILING | PAGE NO. 02 | TOTAL OF PAGES 002 | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER 20141222 1403 1462 5166 | REGISTERED UNDER P PPSA | REGISTRATION PERIOD 4

02 DEBTOR NAME | DATE OF BIRTH 21JAN1972 | FIRST GIVEN NAME GARY | INITIAL W | SURNAME BODIMEADE
03 BUSINESS NAME | ONTARIO CORPORATION NO.
04 ADDRESS 7472 ASHBURN ROAD WHITBY ON L1M2E8

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.
17 ADDRESS 9100 JANE STREET BUILDING F UNIT 44/45 VAUGHAN ON L4K0A4

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

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cr1fs 09/2013)

Ontario

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 702312624

01 CAUTION FILING | PAGE NO. 001 | TOTAL OF PAGES 4 | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER 20141212 1108 1901 0621 | REGISTERED UNDER P PPSA | REGISTRATION PERIOD 05

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
02 DEBTOR
03 NAME BUSINESS NAME 1299746 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS 1935 SILICON DR PICKERING ON L1W 3V7

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR
06 NAME BUSINESS NAME COMPUQUEST 2000
ONTARIO CORPORATION NO.
07 ADDRESS 1935 SILICON DR PICKERING ON L1W 3V7

08 SECURED PARTY / LIEN CLAIMANT CATERPILLAR FINANCIAL SERVICES LIMITED
09 ADDRESS 3457 SUPERIOR COURT UNIT 2 OAKVILLE ON L6L 0C4

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2015	CATERPILLAR	299D1	CAT0299DCJST01087
12	VEHICLE	2015	CATERPILLAR	SR321	SWX00546

13 GENERAL ONE (1) CATERPILLAR 299D1 COMPACT TRACK LOADER WITH 84" GRAPPLE
14 COLLATERAL BUCKET ONE (1) CATERPILLAR SR321 SNOW BLOWER TOGETHER WITH ALL
15 DESCRIPTION ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

16 REGISTERING AGENT AVS SYSTEMS INC.
17 ADDRESS 201 - 1325 POLSON DR. VERNON BC V1T 8H2

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

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(cr)1fs 09/2013)

Ontario

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
702312624

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002	4		20141212 1108 1901 0621		

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	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 COLLATERAL DESCRIPTION ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL
14 PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING
15 WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 702312624

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		4		20141212 1108 1901 0621		

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

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

13 GENERAL COLLATERAL DESCRIPTION PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH
14 COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS GOODS,
15 SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(cr/1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
702312624

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		004		4		20141212 1108 1901 0621		

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL INTANGIBLES.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT — ADDRESS

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

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 700724691

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		4		20141016 1029 1901 7221	P PPSA	05

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: 1299746 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 1650 FELDSPAR CRT. PICKERING ON L1W 3R7

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME: COMPUQUEST 2000
ONTARIO CORPORATION NO.
07 ADDRESS: 1650 FELDSPAR CRT. PICKERING ON L1W 3R7

08 SECURED PARTY / LIEN CLAIMANT: CATERPILLAR FINANCIAL SERVICES LIMITED
09 ADDRESS: 3457 SUPERIOR COURT UNIT 2 OAKVILLE ON L6L 0C4

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11 12	MOTOR VEHICLE	2014	CATERPILLAR	420FIT	CAT0420FPLKH00423

13 GENERAL COLLATERAL DESCRIPTION: ONE (1) CATERPILLAR 420FIT BACKHOE LOADER S/N? CAT0420FPLKH00423 C/W
14 FRONT & REAR BUCKETS & FORKS & CARRIAGE TOGETHER WITH ALL
15 ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

16 REGISTERING AGENT: AVS SYSTEMS INC.
17 ADDRESS: 201 - 1325 POLSON DR. VERNON BC V1T 8H2

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

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cr)1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 700724591

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002	4		20141016 1029 1901 7221		

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL
14 COLLATERAL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING
15 DESCRIPTION WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
700724691

01 CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
003 4 20141016 1029 1901 7221

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

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

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH
14 COLLATERAL COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS? GOODS,
15 DESCRIPTION SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND

16 REGISTERING
17 AGENT
ADDRESS

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

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

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

YPE OF SEARCH : BUSINESS DEBTOR
EARCH CONDUCTED ON : 1299746 ONTARIO INC.
ILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
700724691

01 CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
| 004 | 4 | | 20141016 1029 1901 7221 | |

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

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

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL INTANGIBLES.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(cr1b 09/2013)

Ontario

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 700102647

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		001		20140924 1439 1530 4911	P PPSA	4

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: 1299746 ONTARIO INC. — ONTARIO CORPORATION NO.
04 ADDRESS: 1935 SILICONE DRIVE PICKERING ON L1W 3V7

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

08 SECURED PARTY / LIEN CLAIMANT: TOYOTA CREDIT CANADA INC.
09 ADDRESS: 80 MICRO COURT SUITE 200 MARKHAM ON L3R 9Z5

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		19DEC2017	

	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11 12		2015	LEXUS	RX350	2T2BK1BA6FC264610

13 14 15 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT: D+H LIMITED PARTNERSHIP
17 ADDRESS: 4126 NORLAND AVENUE, SUITE 200 BURNABY BC V5G 3S8

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

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(cr)1fs 09/2013)

Ontario

RUN NUMBER : 060
RUN DATE : 2016/02/29
ID : 20160229080241.95

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 697994847

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		002		20140714 1718 1462 6084	P PPSA	4

			DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR								
03	NAME	BUSINESS NAME	COMPUQUEST 2000 INC.				ONTARIO CORPORATION NO.		
04		ADDRESS	1935 SILICONE DRIVE			PICKERING		ON	L1W3V9
05	DEBTOR		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
06	NAME	BUSINESS NAME	1299746 ONTARIO INC.				ONTARIO CORPORATION NO.		
07		ADDRESS	1935 SILICONE DRIVE			PICKERING		ON	L1W3V9
08	SECURED PARTY / LIEN CLAIMANT		PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.						
09		ADDRESS	9100 JANE ST BLDG F UNIT 44/45			VAUGHAN		ON	L4K0A4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X			X	75055	14JUL2018		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2014	RAM	3500 MEGA CAB	3C63RRNL0EG271161
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.
17 ADDRESS 9100 JANE STREET BUILDING F UNIT 44/45 VAUGHAN ON L4K0A4

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

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299745 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
597994847

	CAUTION FILING	PAGE NO	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		002		20140714 1718 1462 6084	P PPSA	4

02 DEBTOR NAME — DATE OF BIRTH: 21JAN1972 — FIRST GIVEN NAME: GARY — INITIAL: W — SURNAME: BODIMEADE
03 BUSINESS NAME:
ONTARIO CORPORATION NO.
04 ADDRESS: 7472 ASHBURN ROAD BROOKLIN ON L1M2E8

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.
17 ADDRESS: 9100 JANE STREET BUILDING F UNIT 44/45 VAUGHAN ON L4K0A4

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

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(cr)1fs 09/2013)

Ontario

NUMBER : 060
DATE : 2016/02/29
: 20160229080241.95

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

REPORT : PSSR060
PAGE : 23
(6233)

[TYP]E OF SEARCH : BUSINESS DEBTOR
[SE]ARCH CONDUCTED ON : 1299746 ONTARIO INC.
[FI]LE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

0 FILE NUMBER 695010105

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	002		20140407 1002 1462 4493	P PPSA	4

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME: COMPUQUEST 2000 — ONTARIO CORPORATION NO.
04 ADDRESS: 1935 SILICONE DRIVE PICKERING ON L1W3V9

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME: 1299746 ONTARIO INC. — ONTARIO CORPORATION NO.
07 ADDRESS: 1935 SILICONE DRIVE PICKERING ON L1W3V9

08 SECURED PARTY / LIEN CLAIMANT: PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.
09 ADDRESS: 9100 JANE ST BLDG F UNIT 44/45 VAUGHAN ON L4K0A4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10					X	X	129866	07APR2018		

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR 12 VEHICLE	2014	AUDI	RS7	WUAW2CFC4EN902297

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.
17 ADDRESS: 9100 JANE STREET BUILDING F UNIT 44/45 VAUGHAN ON L4K0A4

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

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fa 09/2013)

Ontario

RUN NUMBER : 060
RUN DATE : 2016/02/29
ID : 20160229080241.95

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

REPORT : PSSR060
PAGE : 24
(6234)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 695010105

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02	002		20140407 1002 1462 4493	P PPSA	4

02 DEBTOR NAME — DATE OF BIRTH: 21JAN1972 — FIRST GIVEN NAME: GARY — INITIAL: W — SURNAME: BODIMEADE
03 BUSINESS NAME — ONTARIO CORPORATION NO.
04 ADDRESS: 7472 ASHBURN ROAD BROOKLYN ON L1M1L4

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.
17 ADDRESS: 9100 JANE STREET BUILDING F UNIT 44/45 VAUGHAN ON L4K0A4

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

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

JN NUMBER : 060
JN DATE : 2016/02/29
D : 20160229080241.95

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

REPORT : PSSR060
PAGE : 25
(6235)

YPE OF SEARCH : BUSINESS DEBTOR
EARCH CONDUCTED ON : 1299746 ONTARIO INC.
ILE CURRENCY : 29FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 694669431

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	001		20140325 1946 1531 6960	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: 1299746 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 1935 SILICONE DRIVE PICKERING ON L1W 3V7

05 DEBTOR NAME — DATE OF BIRTH: 21JAN1972 FIRST GIVEN NAME: GARY INITIAL: SURNAME: SODIMEADE
06 BUSINESS NAME:
ONTARIO CORPORATION NO.
07 ADDRESS: 7472 ASHBURN RD WHITBY ON L1M 2E8

08 SECURED PARTY / LIEN CLAIMANT: ROYAL BANK OF CANADA
09 ADDRESS: 10 YORK MILLS ROAD TORONTO ON M2P 0A2

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2014	RAM	1500	1C6RR7KT3ES264326
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS: 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 26

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(cr)1fs 09/2013)

Ontario

RUN NUMBER : 060
RUN DATE : 2016/02/29
ID : 20160229080241.95

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

REPORT : PSSR060
PAGE : 26
(6236)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 694416618

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	002		20140314 1405 1462 6919	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR NAME							
03		BUSINESS NAME	COMPUQUEST 2000				ONTARIO CORPORATION NO.	
04		ADDRESS	1935 SILICONE DRIVE			PICKERING	ON	L1W3V9

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR NAME							
06		BUSINESS NAME	1299746 ONTARIO INC.				ONTARIO CORPORATION NO.	
07		ADDRESS	1935 SILICONE DRIVE			PICKERING	ON	L1W3V9

08	SECURED PARTY / LIEN CLAIMANT	PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.			
09	ADDRESS	9100 JANE ST BLDG F UNIT 44/45	VAUGHAN	ON	L4K0A4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10					X	X	464685	14MAR2019		

		YEAR	MAKE	MODEL	V.I.N.
11 12	MOTOR VEHICLE	2014	NEWMAR	KING AIRE	4VZVU1E99EC078305

13 14 15 GENERAL COLLATERAL DESCRIPTION

16	REGISTERING AGENT	PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.				
17	ADDRESS	9100 JANE STREET BUILDING F UNIT 44/45	VAUGHAN	ON	L4K0A4	

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

CONTINUED... 27

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 26FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
694416618

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02	002		20140314 1405 1462 6919	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH: 21JAN1972 — FIRST GIVEN NAME: GARY — INITIAL: — SURNAME: BODIMEADE
03 BUSINESS NAME:
ONTARIO CORPORATION NO.:
04 ADDRESS: 7472 ASHBURN ROAD BROOKLYN ON L1M1L4

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.
17 ADDRESS: 9100 JANE STREET BUILDING F UNIT 44/45 VAUGHAN ON L4K0A4

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

CONTINUED... 28

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20140320 1009 1462 9183	

21 RECORD REFERENCED FILE NUMBER 694416618

22 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED A AMENDMENT RENEWAL YEARS CORRECT PERIOD

23 REFERENCE DEBTOR/ TRANSFEROR FIRST GIVEN NAME INITIAL SURNAME
24 BUSINESS NAME COMPUQUEST 2000

25 OTHER CHANGE
26 REASON/ DESCRIPTION TO ADD AIMEE BODIMEADE DOB OCT 4 1973
27 7472 ASHBURN ROAD
28 BROOKLYN, ON L1M1L4

02/ 05 DEBTOR/ TRANSFEREE DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03/ 06 BUSINESS NAME ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
09 ADDRESS

COLLATERAL CLASSIFICATION

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR PFAFF LEASING, A DIVISION OF PFAFF MOTORS INC.
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 9100 JANE ST BLDG F UNIT 44/45 VAUGHAN ON L4K0A4

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

CONTINUED... 29

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

Ontario

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

JN NUMBER : 060
JN DATE : 2016/02/29
D : 20160229080241.95

REPORT : PSSR060
PAGE : 29
(6239)

YPE OF SEARCH : BUSINESS DEBTOR
EARCH CONDUCTED ON : 1299746 ONTARIO INC.
ILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
694179891

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	1		20140305 1044 6083 3373	P PPSA	8

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 1299746 ONTARIO INC.
ONTARIO CORPORATION NO. 1299746
04 ADDRESS 1935 SILICONE DRIVE PICKERING ON L1W 3V7

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

08 SECURED PARTY / LIEN CLAIMANT BUSINESS DEVELOPMENT BANK OF CANADA
09 ADDRESS 400 DUNDAS STREET WEST WHITBY ON L1N 2M7

COLLATERAL CLASSIFICATION

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

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

13 GENERAL GENERAL SECURITY AGREEMENT
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT WALKER, HEAD
17 ADDRESS 1315 PICKERING PARKWAY, SUITE 800 PICKERING ON L1V 7G5

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

CONTINUED... 30

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(cr;1fa 09/2013)

Ontario

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

RUN NUMBER : 060
RUN DATE : 2016/02/29
ID : 20160229080241.95

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20150226 1204 2611 7995	

21 RECORD REFERENCED FILE NUMBER 694179891

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	04	

23 / 24 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME / INITIAL / SURNAME — BUSINESS NAME 1299746 ONTARIO INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR BDC (AC - 077223-02)
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 121 KING STREET WEST, SUITE 1200 TORONTO ON M5H 3T9

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

CONTINUED... 31

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)

Ontario

RUN NUMBER : 060
RUN DATE : 2016/02/29
ID : 20160229080241.95

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

REPORT : PSSR060
PAGE : 31
(6241)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 692240373

	CAUTION FILING	PAGE NO.	TOTAL NO. OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	2		20131125 1354 1901 1198	P PPSA	05

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: 1299746 ONTARIO INC. — ONTARIO CORPORATION NO.
04 ADDRESS: 1650 FELDSPAR COURT, PICKERING, ON L1W 3R7

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

08 SECURED PARTY / LIEN CLAIMANT: ROYNAT INC.
09 ADDRESS: SUITE 1500, 4710 KINGSWAY ST., BURNABY, BC V5H 4M2

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2013	CROWN	RM6025 45TT	1A399354
12	VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION: LIFT TRUCK (S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS
14 REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL
15 PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE

16 REGISTERING AGENT: AVS SYSTEMS INC.
17 ADDRESS: 201 - 1325 POLSON DR., VERNON, BC V1T 8H2

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

CONTINUED... 32

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
692240373

01 CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
002 | 2 | 20131129 1354 1901 1198

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME ONTARIO CORPORATION NO.
04 ADDRESS
05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE
14 COLLATERAL PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR
15 DESCRIPTION DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED... 33

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(cn)1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER 692147592

01

CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001		4		20131126 1652 1901 1044	P PPSA	05

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

03 BUSINESS NAME: 1299746 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS: 1650 FELDSPAR CRT PICKERING ON L1W 3R7

05 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

06 BUSINESS NAME:

ONTARIO CORPORATION NO.

07 ADDRESS:

08 SECURED PARTY / LIEN CLAIMANT: CATERPILLAR FINANCIAL SERVICES LIMITED

09 ADDRESS: 3457 SUPERIOR CT UNIT 2 OAKVILLE ON L6L 0C4

10 COLLATERAL CLASSIFICATION

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

11 MOTOR
12 VEHICLE

YEAR	MAKE	MODEL	V.I.N.
2012	CATERPILLAR	242B3	CAT0242BLSRS02116

13 GENERAL COLLATERAL DESCRIPTION ONE (1) 2012 CATERPILLAR 242B3 SKID STEER LOADER S/N
14 CAT0242BLSRS02116 C/W 66IN BUCKET, CARRIAGE AND FORKS, SNOW PLOW
15 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,

16 REGISTERING AGENT: AVS SYSTEMS INC.

17 ADDRESS: 201 - 1325 POLSON DR. VERNON BC V1T 8H2

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

CONTINUED... 34

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
692147592

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		4		20131126 1652 1901 1044		

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL — SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED
14 COLLATERAL — COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR
15 DESCRIPTION — INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN

16 REGISTERING
17 AGENT — ADDRESS

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

CONTINUED... 35

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 060
RUN DATE : 2016/02/29
ID : 20160229080241.95

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

REPORT : PSSR060
PAGE : 35
(6245)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
692147592

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		4		20131126 1552 1901 1044		

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR
14 COLLATERAL LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL.
15 DESCRIPTION PROCEEDS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER,

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 36

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
692147592

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		004	4		20131126 1652 1901 1044		

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

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

13 GENERAL INSTRUMENTS, MONEY AND INTANGIBLES.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED... 37

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fe 09/2013)

Ontario

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20160229 1418 1465 2102	

21 RECORD REFERENCED FILE NUMBER 692147592

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			C DISCHARGE		

			FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	1299746 ONTARIO INC.		

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR AVS SYSTEMS INC.
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 201 - 1325 POLSON DR. VERNON BC V1T 8H2

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

CONTINUED... 38

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)

Ontario

JN NUMBER : 060
JN DATE : 2016/02/29
) : 20160229080241.95

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

YPE OF SEARCH : BUSINESS DEBTOR
EARCH CONDUCTED ON : 1299746 ONTARIO INC.
ILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
691162641

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		001		20131018 1004 1462 5504	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: 1299746 ONT. INC. — ONTARIO CORPORATION NO.
04 ADDRESS: 1650 FELDSPAR COURT PICKERING ON L1W3R7

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

08 SECURED PARTY / LIEN CLAIMANT: KUBOTA CANADA LTD
09 ADDRESS: 5900 14TH AVE MARKHAM ON L3S4K4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10			X		X	X	23646		X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2013	KUBOTA	#RTV110CWXLH	39649
12	VEHICLE				

13 GENERAL 2013 KUBOTA #RTV110CWXLH 39649
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: KUBOTA CANADA LTD
17 ADDRESS: 5900 14TH AVE MARKHAM ON L3S4K4

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

CONTINUED... 39

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(cr)1fs 09/2013)

Ontario

RUN NUMBER : 060
RUN DATE : 2016/02/29
ID : 20160229080241.95

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

REPORT : PSSR060
PAGE : 39
(6249)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
589312484

01

CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001		2		20130808 1306 1901 6048	P PPSA	05

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

02 DEBTOR
03 NAME BUSINESS NAME 1299746 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS 1650 FELDSPAR COURT PICKERING ON L1W 3R7

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR
06 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT ROYNAT INC.
09 ADDRESS SUITE 1500, 4710 KINGSWAY ST. BURNABY BC V5H 4M2

COLLATERAL CLASSIFICATION

10

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

11 MOTOR
12 VEHICLE

YEAR	MAKE	MODEL	V.I.N.

13 GENERAL MOWER(S), KIT(S), BLADE(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES
14 COLLATERAL ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS
15 DESCRIPTION THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY

16 REGISTERING AGENT AVS SYSTEMS INC.
17 ADDRESS 201 - 1325 POLSON DR. VERNON BC V1T 8H2

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

CONTINUED... 40

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
683312481

01 CAUTION FILING | PAGE NO. | OF PAGES | TOTAL | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
002 | 2 | 20130808 1306 1901 6048

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN
INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES
FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 41

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
680665977

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		001		20120814 1006 1462 1473	P PPSA	6

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: 1299746 ONT. INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 1650 FELDSPAR COURT PICKERING ON L1W3R7

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

08 SECURED PARTY / LIEN CLAIMANT: KUBOTA CANADA LTD
09 ADDRESS: 5900 14TH AVE MARKHAM ON L3S4K4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X		X	X	74113			X

	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11		2012	KUBOTA	#M110GXDTCC	50052
12		2012	KUBOTA	*M46	7362337

13 GENERAL COLLATERAL DESCRIPTION: 2012 KUBOTA #M110GXDTCC 50052
14 2012 KUBOTA *M46 7362337
15

16 REGISTERING AGENT: KUBOTA CANADA LTD
17 ADDRESS: 5900 14TH AVE MARKHAM ON L3S4K4

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

CONTINUED... 42

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
675078246

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	001		20111215 1015 1462 8756	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	1299746 ONT. INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	1650 FELDSPAR COURT			PICKERING	ON	L1W3R7
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT		KUBOTA CANADA LTD					
09		ADDRESS	5900 14TH AVE			MARKHAM	ON	L3S4K4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X		X	X	54244			X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2011	KUBOTA	#M9540DTHSC1	87744
12	VEHICLE	2011	KUBOTA	*M35	7335836

13 GENERAL 2011 KUBOTA #M9540DTHSC1 87744
14 COLLATERAL 2011 KUBOTA *M35 7335836
15 DESCRIPTION

16 REGISTERING KUBOTA CANADA LTD
AGENT
17 ADDRESS 5900 14TH AVE MARKHAM ON L3S4K4

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

CONTINUED... 43

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 060
RUN DATE : 2016/02/29
ID : 20160229080241.95

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 663734709

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	X	01		003		20100817 1004 1462 9296	P PPSA	6

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: 1299746 ONTARIO INC — ONTARIO CORPORATION NO.
04 ADDRESS: 1655 FELDSPAR COURT PICKERING ON L1W3R7

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

08 SECURED PARTY / LIEN CLAIMANT: PENSKE TRUCK LEASING CANADA INC
09 ADDRESS: RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

COLLATERAL CLASSIFICATION

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

	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11		2011	FREIGHTLINER	M2	1FVHCYBS0BDAU7393
12					

13 GENERAL COLLATERAL DESCRIPTION: TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS
14 SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT
15 NOT LIMITED TO XATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY

16 REGISTERING AGENT: PENSKE TRUCK LEASING CANADA INC
17 ADDRESS: RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

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

CONTINUED... 44

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

UN NUMBER : 060
UN DATE : 2016/02/29
D : 20160229080241.95

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

REPORT : PSSR060
PAGE : 44
(6254)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
563734709

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	X	02	003		20100817 1004 1462 9296	P PPSA	6

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

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

08 SECURED PARTY / LIEN CLAIMANT: LOCATIONS DE CAMIONS PENSKE CANADA INC
09 ADDRESS: RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

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 — YEAR MAKE — MODEL — V.I.N.

13 GENERAL FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS
14 COLLATERAL WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER
15 DESCRIPTION PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE

16 REGISTERING AGENT: PENSKE TRUCK LEASING CANADA INC
17 ADDRESS: RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

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

CONTINUED... 45

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 060
RUN DATE : 2016/02/29
ID : 20160229080241.95

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

REPORT : PSSR060
PAGE : 45
(6255)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
663734709

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	X	03		003		20100817 1004 1462 9296	P PPSA	6

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL COLLATERAL OR PROCEEDS OF THE COLLATERAL.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT PENSKE TRUCK LEASING CANADA INC
17 ADDRESS RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

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

CONTINUED... 46

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

I NUMBER : 060
V DATE : 2016/02/29
: 20160229080241.95

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

PE OF SEARCH : BUSINESS DEBTOR
ARCH CONDUCTED ON : 1299746 ONTARIO INC.
LE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 873608931

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	0	01		001		20010619 1402 2085 8643	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 1299746 ONTARIO INC. ONTARIO CORPORATION NO.
04 ADDRESS 23-391 STEELECASE ROAD MARKHAM ONT L3R 3V9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME COMPUQUEST 2000 ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT CANADIAN IMPERIAL BANK OF COMMERCE TR#02242
09 ADDRESS 7125 WOODINE AVE. MARKHAM ONT L3R 1A3

COLLATERAL CLASSIFICATION

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT CANADIAN IMPERIAL BANK OF COMMERCE TR#02242
17 ADDRESS 7125 WOODBINE AVE. MARKHAM ONT L3R 1A3

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

CONTINUED... 47

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20010620 1036 2085 8662	

21 RECORD REFERENCED — FILE NUMBER 873608931

22 PAGE AMENDED — NO SPECIFIC PAGE AMENDED — CHANGE REQUIRED: A AMENDMENT — RENEWAL YEARS — CORRECT PERIOD

23 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME — INITIAL — SURNAME
24 BUSINESS NAME 1299746 ONTARIO INC.

25 OTHER CHANGE
26 REASON/ NUMBER '0' INCORRECTLY ENTERED IN THE CAUTION FILING BOX
27 DESCRIPTION ON LINE 1 OF REGISTRATION #20010619140220858643.
28 CAUTION FILE BOX SHOULD BE BLANK ON THAT REGISTRATION.

02/05 DEBTOR/ — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03/06 TRANSFEREE — BUSINESS NAME — ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
09 ADDRESS

COLLATERAL CLASSIFICATION

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

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

13 GENERAL THE CAUTION FILING BOX SHOULD BE BLANK ON LINE 1 OF REGISTRATION
14 COLLATERAL #20010619140220858643.
15 DESCRIPTION

16 REGISTERING AGENT OR CANADIAN IMPERIAL BANK OF COMMERCE TR#02242
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS 7125 WOODBINE AVE. MARKHAM ONT L3R 1A3

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

CONTINUED... 48

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE RÉGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20060516 1453 1530 3454	

21 RECORD REFERENCED FILE NUMBER 873608931

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	B RENEWAL	5	

FIRST GIVEN NAME INITIAL SURNAME
23 REFERENCE
24 DEBTOR/ BUSINESS NAME 1299746 ONTARIO INC
TRANSFEROR

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS
17 SECURED PARTY/ ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8
LIEN CLAIMANT

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

CONTINUED... 49

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2s 09/2013)

Ontario

RUN NUMBER : 060
RUN DATE : 2016/02/29
ID : 20160229080241.95

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20080211 1454 1530 5019	

21 RECORD REFERENCED FILE NUMBER 873608931

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

			FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	1299746 ONTARIO INC.		

25 OTHER CHANGE
26 REASON/ TO AMEND DEBTOR'S ADDRESS ON REGISTRATION NUMBER
27 DESCRIPTION 20010619140220858643
28

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02/ 05	DEBTOR/							
03/ 06	TRANSFEREE	BUSINESS NAME	1299746 ONTARIO INC.				ONTARIO CORPORATION NO.	
04/07		ADDRESS	1655 FELDSPAR COURT UNIT #2		PICKERING		ON	L1W 3R7

29 ASSIGNOR
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
09 ADDRESS

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				

16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 50

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2s 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20110509 1948 1531 9841	

21 RECORD REFERENCED FILE NUMBER 873608931

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	B RENEWAL	5	

23 REFERENCE FIRST GIVEN NAME INITIAL SURNAME
24 DEBTOR/ TRANSFEROR BUSINESS NAME 1299746 ONTARIO INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
10

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 51

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	TOTAL NO. OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	1		20150303 1620 1219 1187	

21 RECORD REFERENCED FILE NUMBER 873608931

22 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED A AMENDMENT RENEWAL YEARS CORRECT PERIOD

23 REFERENCE FIRST GIVEN NAME INITIAL SURNAME
24 DEBTOR/ TRANSFEROR BUSINESS NAME 1299746 ONTARIO INC.

25 OTHER CHANGE
26 REASON/ AMENDED SECURED PARTY ADDRESS, DEBTOR ADDRESS AND COLLATERAL
27 DESCRIPTION CLASSIFICATION
28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME 1299746 ONTARIO INC.
06 ONTARIO CORPORATION NO.
04/07 ADDRESS 1935 SILICONE DRIVE PICKERING ON L1W 3V7

29 ASSIGNOR CANADIAN IMPERIAL BANK OF COMMERCE
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 CANADIAN IMPERIAL BANK OF COMMERCE - RETAIL OPERATIONS
09 ADDRESS 305 MILNER AVE. SCARBOROUGH ON M1B 3V4

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
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR D+H LIMITED PARTNERSHIP
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 939 EGLINTON AVENUE EAST, SUITE 201 TORONTO ON M4G 4H7

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

CONTINUED... 52

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

Ontario

RUN NUMBER : 060
RUN DATE : 2016/02/29
ID : 20160229080241.95

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1299746 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
706257315	20150520 1403 1462 2182			
704445084	20150323 1407 1462 1609			
704264805	20150316 1403 1462 9665			
703400787	20150203 1946 1531 8740			
702525267	20141222 1403 1462 5166			
702312624	20141212 1108 1901 0621			
700724691	20141016 1029 1901 7221			
700102647	20140924 1439 1530 4911			
697994847	20140714 1718 1462 6084			
695010105	20140407 1002 1462 4493			
694669401	20140325 1946 1531 6960			
694416618	20140314 1405 1462 6919	20140320 1009 1462 9183		
694179891	20140305 1044 6083 3373	20150226 1204 2611 7995		
692240373	20131129 1354 1901 1198			
692147592	20131126 1652 1901 1044	20160229 1418 1465 2102		
691162641	20131018 1004 1462 5504			
689312484	20130808 1306 1901 6048			
680665977	20120814 1006 1462 1473			
675078246	20111215 1015 1462 8756			
663734709	20100817 1004 1462 9296			
873608931	20010619 1402 2085 8643	20010620 1036 2085 8662	20060516 1453 1530 3454	20080211 1454 1530 5019
	20110509 1948 1531 9841	20150303 1620 1219 1187		

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

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crfj3 09/2013)

Ontario

Tab N

THIS IS **EXHIBIT "N"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

PPSA SEARCH SUMMARY

Legend:

A -	Accounts	**DOM -**	Date of Maturity	**I -**	Inventory	**O -**	Other
CF -	Caution Filing	**E -**	Equipment	**MV -**	Motor Vehicle	**RSLA -**	*Repair & Storage Lien Act*
CG -	Consumer Goods	**GCD -**	General Collateral Description:	**NFMD -**	No Fixed Maturity Date	**$ -**	Amount

1299746 Ontario Inc.						
	Registration Number	**Reference File No.**	**Expiry Date**	**Debtor**	**Secured Party**	**Collateral Classification/ Description**
1.	20010619 1402 2085 8643 Amended to remove "0" in the CF section by 20010620 1036 2085 8662 Renewed for 5 years by 20060516 1453 1530 3454 Amended debtor's address by 20080211 1454 1530 5019 Renewed for 5 years by 20110509 1948 1531 9841 Amended debtor, secured party address and the collateral classifications from I, E, A, O, MV to CG, I, E, A and O by 20150303 1620 1219 1187	873608931	Jun 19, 2016	1299746 Ontario Inc. Compuquest 2000	Canadian Imperial Bank of Commerce	I, E, A, O, MV
2.	20100817 1004 1462 9296[CF]	663734709	Aug 17, 2016	1299746 Ontario Inc.	Penske Truck Leasing Canada Inc. Locations De Camions Penske Canada Inc	E, O, MV
	Motor Vehicle Collateral: 2011 FREIGHTLINER M2 1FVHCYBS0BDAU7393 **General Collateral Description:** Together with all attachments accessories accessions replacements substitutions additions and improvements thereto, including, but not limited to Xata And Qualcomm Systems, and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral and a right to an insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral.					
3.	20111215 1015 1462 8756	675078246	Dec 15, 2016	1299746 Ont. Inc.	Kubota Canada Ltd.	E, O, MV $54,244 NFMD
	Motor Vehicle Collateral: 2011 KUBOTA #M9540DTHSC1 87744 2011 KUBOTA *M35 7335836					

1299746 Ontario Inc.						
	Registration Number	Reference File No.	Expiry Date	Debtor	Secured Party	Collateral Classification/ Description
	General Collateral Description: 2011 KUBOTA #M9540DTHSC1 87744 2011 KUBOTA *M35 7335836					
4.	20120814 1006 1462 1473	680665977	Aug 14, 2018	1299746 Ont. Inc.	Kubota Canada Ltd.	E, O, MV $74,113 NFMD
	Motor Vehicle Collateral: 2012 KUBOTA #M110GXDTCC 50052 2012 KUBOTA *M46 7362337 **General Collateral Description:** 2012 KUBOTA #M110GXDTCC 50052 2012 KUBOTA *M46 7362337					
5.	20130808 1306 1901 6048	689312484	Aug 8, 2018	1299746 Ontario Inc.	Roynat Inc.	E, O
	General Collateral Description: MOWER(S), KIT(S), BLADE(S) together with all attachments accessories accessions replacements substitutions additions and improvements thereto and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral and a right to an insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral					
6.	20131018 1004 1462 5504	691162641	Oct 18, 2018	1299746 Ont. Inc.	Kubota Canada Ltd	E, O, MV $23,646 NFMD
	Motor Vehicle Collateral: 2013 KUBOTA #RTV110CWXLH 39649 **General Collateral Description:** 2013 KUBOTA #RTV110CWXLH 39649					
7.	20131129 1354 1901 1198	692240373	Nov 29, 2018	1299746 Ontario Inc.	Roynat Inc.	E, O, MV
	Motor Vehicle Collateral: 2013 CROWN RM6025-45TT 1A399354 **General Collateral Description:** Lift Truck(s) together with all attachments accessories accessions replacements substitutions additions and improvements thereto and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral and a right to an insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral.					
8.	20140305 1044 6083 3373 Renewed for 4 years by 20150226 1204 2611 7995	694179891	Mar 5, 2022	1299746 Ontario Inc.	Business Development Bank of Canada	I, E, A, O, MV
	General Collateral Description: General Security Agreement					
9.	20140314 1405 1462 6919 [1]Amended to add a 4th debtor by 20140320 1009 1462 9183	694416618	Mar 14, 2019	Compuquest 2000 1299746 Ontario Inc.	PFAFF Leasing, a division of PFAFF Motors Inc.	O, MV $464,685 DOM: 14Mar2019

[1] This amendment was incorrectly prepared as Aimee was not actually as a debtor in the appropriate Debtor field.

1299746 Ontario Inc.						
	Registration Number	**Reference File No.**	**Expiry Date**	**Debtor**	**Secured Party**	**Collateral Classification/ Description**
				Gary Bodimeade (21Jan1972) Aimee Bodimeade (4Oct1973)		
	Motor Vehicle Collateral: 2014 NEWMAR KING AIRE 4VZVU1E99EC078305					
10.	20140325 1946 1531 6960	694669401	Mar 25, 2019	1299746 Ontario Inc. Gary Bodimeade (21Jan1972)	Royal Bank of Canada	CG, O, MV NFMD
	Motor Vehicle Collateral: 2014 RAM 1500 1C6RR7MT3ES264326					
11.	20140407 1002 1462 4493	695010105	Apr 7, 2018	Compuquest 2000 1299746 Ontario Inc. Gary W Bodimeade (21Jan1972)	PFAFF Leasing, a division of PFAFF Motors Inc.	O, MV $129,808 DOM: 07Apr2018
	Motor Vehicle Collateral: 2014 AUDI RS7 WUAW2CFC4EN902297					
12.	20140714 1718 1462 6084	697994847	July 14, 2018	Compuquest 2000 Inc. 1299746 Ontario Inc. Gary W Bodimeade (21Jan1972)	PFAFF Leasing, a division of PFAFF Motors Inc.	O, MV $75,055 DOM: 14Jul2018
	Motor Vehicle Collateral: 2014 RAM 3500 MEGA CAB 3C63RRNL0EG271161					
13.	20140924 1439 1530 4911	700102647	Sept 24, 2018	1299746 Ontario Inc.	Toyota Credit Canada Inc.	CG, E, O, MV DOM: 19Dec2017
	Motor Vehicle Collateral: 2015 LEXUS RX350 2T2BK1BA6FC264610					
14.	20141016 1029 1901 7221	700724691	Oct 16, 2019	1299746 Ontario Inc.	Caterpillar Financial Services Limited	E, MV

<table>
<tr><th colspan="7">1299746 Ontario Inc.</th></tr>
<tr><th></th><th>Registration Number</th><th>Reference File No.</th><th>Expiry Date</th><th>Debtor</th><th>Secured Party</th><th>Collateral Classification/ Description</th></tr>
<tr><td rowspan="2"></td><td></td><td></td><td></td><td>Compuquest 2000</td><td></td><td></td></tr>
<tr><td colspan="6">Motor Vehicle Collateral:
2014 CATERPILLAR 420FIT CAT0420FPLKH00423
General Collateral Description:
ONE (1) CATERPILLAR 420FIT BACKHOE LOADER S/N? CAT0420FPLKH00423 C/W FRONT & REAR BUCKETS & FORKS & CARRIAGE together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements to the abovementioned collateral and all proceeds in any form derived directly or indirectly from any dealing with such collateral and a right to an insurance payment or any payment that indemnifies or compensates for loss or damage to such collateral or proceeds of such collateral. Proceeds Goods, Securities, Documents of Title, Chattel Paper, Instruments, Money and Intangibles.</td></tr>
<tr><td rowspan="2">15.</td><td>20141212 1108 1901 0621</td><td>702312624</td><td>Dec 12, 2019</td><td>1299746 Ontario Inc.

Compuquest 2000</td><td>Caterpillar Financial Services Limited</td><td>E, MV</td></tr>
<tr><td colspan="6">Motor Vehicle Collateral:
2015 CATERPILLAR 299D1 CAT0299DCJST01087
2015 CATERPILLAR SR321 SWX00546
General Collateral Description:
ONE (1) CATERPILLAR 299D1 COMPACT TRACK LOADER WITH 84" GRAPPLE BUCKET ONE (1) CATERPILLAR SR321 SNOW BLOWER together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements to the abovementioned collateral and all proceeds in any form derived directly or indirectly from any dealing with such collateral and a right to an insurance payment or any payment that indemnifies or compensates for loss or damage to such collateral or proceeds of such collateral. Proceeds Goods, Securities, Documents of Title, Chattel Paper, Instruments, Money and Intangibles.</td></tr>
<tr><td rowspan="2">16.</td><td>20141222 1403 1462 5166</td><td>702525267</td><td>Dec 22, 2018</td><td>Compuquest 2000

1299746 Ontario Inc.

Gary W Bodimeade (21Jan1972)</td><td>PFAFF Leasing, a division of PFAFF Motors Inc.</td><td>O, MV
$179,145
DOM: 22Dec2018</td></tr>
<tr><td colspan="6">Motor Vehicle Collateral:
2015 MERCEDES BENZ S63 WDDXJ7JB1FA003356</td></tr>
<tr><td rowspan="2">17.</td><td>20150203 1946 1531 8740</td><td>703400787</td><td>Feb 3, 2019</td><td>1299746 Ontario Inc.</td><td>Toyota Credit Canada Inc.</td><td>CG, E, MV
DOM: 25Jan2019</td></tr>
<tr><td colspan="6">Motor Vehicle Collateral:
2015 TOYOTA SIENNA 5TDXK3DC6FS565521</td></tr>
<tr><td>18.</td><td>20150316 1403 1462 9665</td><td>704264805</td><td>Mar 16, 2019</td><td>Compuquest 2000

1299746 Ontario Inc.</td><td>PFAFF Leasing, a division of PFAFF Motors Inc.</td><td>O, MV
$63,350
DOM: 03Oct2019</td></tr>
</table>

1299746 Ontario Inc.						
	Registration Number	**Reference File No.**	**Expiry Date**	**Debtor**	**Secured Party**	**Collateral Classification/ Description**
				Gary W Bodimeade (21Jan1972)		
	Motor Vehicle Collateral: 2014 FORD GREYHAWK 1FDXE4FS7EDB08627					
19.	20150323 1407 1462 1609	704445084	March 23, 2020	Compuquest 2000 1299746 Ontario Inc. Aimee L Bodimeade (04Oct1973)	PFAFF Leasing, a division of PFAFF Motors Inc.	O, MV $33,347 DOM: 23Mar2020
	Motor Vehicle Collateral: 2015 JEEP WRANGLER 1C4BJWEG7FL636355					
20.	20150520 1403 1462 2182[CF]	706257315	May 20, 2022	1299746 Ontario Inc	Penske Truck Leasing Canada Inc Locations de Camions Penske Canada Inc	E, O, MV
	Motor Vehicle Collateral: 2016 FREIGHTLINER M2 1FVHCYCY3GHHA1253 **General Collateral Description:** Together with all attachments accessories accessions replacements substitutions additions and improvements thereto, including, but not limited to Xata And Qualcomm Systems, and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral and a right to an insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral.					

Tab O

THIS IS **EXHIBIT "O"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

RUN NUMBER : 060
RUN DATE : 2016/02/29
ID : 20160229080234.55

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

REPORT : PSSR060
PAGE : 1
(6205)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2252709 ONTARIO INC.

FILE CURRENCY : 28FEB 2016

ENQUIRY NUMBER 20160229080234.55 CONTAINS 6 PAGE(S), 2 FAMILY(IES).

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

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

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj3 09/2013)

CONTINUED... 2

Ontario

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2252709 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 710220393

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		3		20150924 0940 1902 3861	P PPSA	05

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	2481383 ONTARIO INC				ONTARIO CORPORATION NO.	
04		ADDRESS	2472 ASHBURN ROAD			WHITBY	ON	L1M 2E8

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	2252709 ONTARIO INC.				ONTARIO CORPORATION NO.	
07		ADDRESS	1935 SILICONE DRIVE			PICKERING	ON	L1W 3V9

08	SECURED PARTY / LIEN CLAIMANT	ROYNAT INC.			
09	ADDRESS	SUITE 1500, 4710 KINGSWAY ST.	BURNABY	BC	V5H 4M2

COLLATERAL CLASSIFICATION

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

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2015	BOBCAT	5600	AHGB12547
12	VEHICLE				

13 GENERAL BOBCAT 5600 TOOLCAT(S), TOOLCAT(S) TOGETHER WITH ALL ATTACHMENTS
14 COLLATERAL ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND
15 DESCRIPTION IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR

16 REGISTERING AGENT AVS SYSTEMS INC.
17 ADDRESS 201 - 1325 POLSON DR. VERNON BC V1T 8H2

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2252709 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
710220393

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		3		20150924 0940 1902 3861		

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

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

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

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2252709 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
710220393

01
CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003		3		20150924 0940 1902 3861		

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

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL COLLATERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT — ADDRESS

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2252709 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 704529126

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20150325 1607 1793 3423	P PPSA	10

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME 2252709 ONTARIO INC. — ONTARIO CORPORATION NO.
04 ADDRESS 1935 SILICONE DRIVE PICKERING ON L1W3V7

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

08 SECURED PARTY / LIEN CLAIMANT CANADIAN IMPERIAL BANK OF COMMERCE
09 ADDRESS 300 WEST BEAVER CREEK ROAD RICHMOND HILL ON L4B3B1

COLLATERAL CLASSIFICATION

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT AIRD & BERLIS LLP (AB-124019)
17 ADDRESS 181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9

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

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 060
RUN DATE : 2016/02/29
ID : 20160229080234.55

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

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2252709 ONTARIO INC.
FILE CURRENCY : 28FEB 2016

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
710220393	20150924 0940 1902 3861			
704529126	20150325 1607 1793 3423			

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

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crfj3 09/2013)

Ontario

Tab P

THIS IS EXHIBIT "P" REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

PPSA SEARCH SUMMARY

Legend:

A -	Accounts	**DOM -**	Date of Maturity	**I -**	Inventory	**O -**	Other
CF -	Caution Filing	**E -**	Equipment	**MV -**	Motor Vehicle	**RSLA -**	*Repair & Storage Lien Act*
CG -	Consumer Goods	**GCD -**	General Collateral Description:	**NFMD -**	No Fixed Maturity Date	**$ -**	Amount

2252709 Ontario Inc.						
	Registration Number	**Reference File No.**	**Expiry Date**	**Debtor**	**Secured Party**	**Collateral Classification/ Description**
1.	20150325 1607 1793 3423	704529126	Mar 25, 2025	2252709 Ontario Inc.	Canadian Imperial Bank of Commerce	I, E, A, O, MV
2.	20150924 0940 1902 3861	710220393	Sept 24, 2020	2481383 Ontario Inc 2252709 Ontario Inc.	Roynat Inc.	E, O, MV
	Motor Vehicle Collateral: 2015 BOBCAT 5600 AHG812547 **General Collateral Description:** BOBCAT 5600 TOOLCAT(S), TOOLCAT(S) together with all attachments accessories accessions replacements substitutions additions and improvements thereto and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral and a right to an insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral.					

Tab Q

THIS IS **EXHIBIT "Q"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, ~~THIS 28~~th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

CIBC Commercial Banking

CONFIDENTIAL

February 11, 2016

The President
1299746 Ontario Inc. o/a Compuquest 2000
1935 Silicone Drive
PICKERING, Ontario
L1W 3V7

Attention: Gary W. Bodimeade

Dear Sir:

RE: **1299746 Ontario Inc. o/a Compuquest 2000 (the "Borrower")**
Indebtedness to Canadian Imperial Bank of Commerce ("CIBC")

We refer to our Credit Agreement dated March 3, 2015 (the "Agreement"), the Borrower's financial statements for the period ended May 31, 2015 and our discussions of January 29.

CIBC has concerns with the financial performance of the Borrower, which include but are not limited to the following:

1) The "Debt to Effective Equity Ratio" for the year ended May 31, 2015 was 2.34 to 1.0, in violation of the 2.25 to 1.0 maximum stipulation in our Agreement;
2) Failure to provide the "internally generated" annual financial statements on a combined basis within the stipulated timeframe of 120 days after the end of the Borrower's fiscal year;
3) Failure to provide the Borrower's finalized Review Engagement annual financial statements within the stipulated timeframe of 120 days after the end of the Borrower's fiscal year;
4) Failure to provide monthly Statement of Available Credit Limit within the stipulated timeframe of 30 days of the end of each month;
5) Failure to provide an updated personal net worth statement from Gary W. Bodimeade within the stipulated timeframe of 120 days after the end of the Borrower's fiscal year;
6) Quality of financial reporting; the Borrower's draft financial statements for the year ended May 31, 2015 contain material differences between the Balance sheet and the Notes to the financial statement;
7) Loans in excess of the agreed-upon limit under "Facility A: Revolving Line of Credit".

It follows that CIBC views the Borrower's credit as a higher than normal risk. As a result, CIBC is not prepared to renew the Borrower's credit facilities at this time, but the Bank will carry them on a day-to-day basis until March 31, 2016 in accordance with the terms and conditions set out in the Agreement, except as amended herein:

a) Commencing with the fiscal quarter ending February 29, 2016 you are to provide the Borrower's internally-generated quarterly interim financial statements within 30 days after the end of each quarter;
b) Commencing with the month ending February 29, 2016 you are to provide an aged listing of inventory within 30 days of the end of each month; the aged listings are also to include written commentary together with an analysis of any potential write-down;
c) By March 31, 2016 you are to provide your written confirmation that aging of Accounts Receivable is being calculated by invoice date;
d) By March 31, 2016 you are to provide an updated, signed personal net worth statement from Gary W. Bodimeade on the Bank's standard form;
e) Commencing with the fiscal year ending May 31, 2016 you are to provide an annual forecast for the Borrower next fiscal year within 120 days of the fiscal year then ended, with a written narrative as to the

underlying assumptions, and to include quarterly projected balance sheets, income statements and cash flow forecasts;

f) Commencing with the fiscal year ending May 31, 2016 you are to provide the internally generated annual financial statements within 90 days after the end of each fiscal year, on a combined basis;
g) Commencing with the fiscal year ending May 31, 2016 you are to provide the Borrower's Review Engagement annual financial statements within 90 days after the end of each fiscal year, on an unconsolidated basis;
h) Commencing with the fiscal year ending May 31, 2016 you are to provide an updated, signed personal net worth statement from Gary W. Bodimeade on the Bank's standard form, within 90 days after the end of each of the Borrower's fiscal years;

While CIBC may have, in the past, paid cheques on the account which could have exceeded the authorized limit, this action on part of CIBC should not be considered as a precedent for its actions in the future. CIBC reserves the right to return cheques without notice if payment of those cheques would result in an unauthorized excess in the authorized limit. The responsibility for monitoring the level of "Facility A: Revolving Line of Credit" to ensure it remains within the negotiated authorized limit, rests with you.

We remind you that all liabilities and obligations to CIBC remain payable on demand. CIBC reserves the right to make demand for payment and terminate the credit facilities at any time, notwithstanding the time period set out above, should CIBC determine that such action is necessary.

Please indicate your acceptance of the foregoing by signing and returning to the undersigned prior to February 22, 2016 the enclosed duplicate copy of this letter. Failure to accept these arrangements and comply with all of the above terms and conditions by the dates indicated will require the Borrower to secure alternative financing and liquidate all of its liability to CIBC by March 31, 2016.

Yours truly,

CANADIAN IMPERIAL BANK OF COMMERCE

Per:

Ivan Farquharson
Authorized Signatory

Acknowledgement & Acceptance

Receipt of a copy of this letter is hereby acknowledged and we agree to the foregoing terms and conditions this 11 day of February, 2016.

Name: Gary W. Bodimeade
Title: President
I HAVE AUTHORITY TO BIND THE COMPANY

c.c. Gary W. Bodimeade (guarantor)
c.c. 2252709 Ontario Inc. (guarantor)

Tab R

THIS IS EXHIBIT "R" REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

300 West Beaver Creek
Richmond Hill, ON L4B 3B1
Telephone: (905) 886 – 1370 Ex: 337
Fax: (905) 886 - 8722
Nikita Saygakov Manager, Commercial Banking

February 29, 2016

PRIVATE AND CONFIDENTIAL

Mr. Gary Bodimeade
1299746 Ontario Inc. O/A Compuquest 2000
1935 Silicone Dr
Pickering , Ontario
L1W 3V7

Dear Mr. Bodimeade:

RE Account Management

We refer to our various conversations regarding the difficulties you are having in meeting the terms of your credit. The current financial situation is of great concern and requires immediate attention.

In view of the higher level of credit risk in the present circumstances, it is important that all parties review the alternatives as well as the future prospects. Unfortunately, this will involve higher credit-related costs, which are reflective of the risk and decisions to be made. Legal and accounting fees may also accrue in order to document agreements, confirm security/collateral, etc.

Accordingly, we advise you that your new account manager will be Doug MacLaine, Assistant General Manager, CIBC Special Loans (Tel. 519-294-6466; Fax 519-294-0259, E-Mail: doug.maclaine@cibc.com), a risk specialist experienced in these matters. He will focus on returning the situation to an acceptable risk level and ultimately, if the situation permits, returning management of your credit line(s) to a relationship manager such as myself. If this is not possible, he will do all that he can to ensure a reasonable course of action.

Mr. MacLaine will be contacting you directly to discuss the various issues, and you are encouraged to ask questions to clarify any areas of uncertainty. Until then, please feel free to continue calling me for day-to-day matters.

Yours truly,

Nikita Saygakov
Account Manager

John D'Aquila
Director Commercial Banking

cc: Doug MacLaine

Tab S

THIS IS **EXHIBIT "S"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

Miranda Spence

From: MacLaine, Doug <Doug.MacLaine@CIBC.com>
Sent: March-02-16 4:31 PM
To: Gary Bodimeade
Cc: Saygakov, Nikita
Subject: RE: Wire transfer

As discussed earlier today as a result of the unusual and unacceptable transaction activity that you processed through your accounts, all accounts on which you have signing authority have been affected including your personal accounts. We have established a "Hold All" policy on all the accounts to ensure debit items from the account are paid against cleared funds only. To mitigate our operational risk we have removed your online and ATM banking on your accounts. We recommend you close the personal accounts and transfer your personal business to another financial institution. As a condition of your business credit arrangements, the non-personal business accounts must remain at CIBC and all business banking activity must be conducted through those accounts until you have made alternate credit arrangements with another lender to liquidate all your loans at CIBC.

Douglas MacLaine | Assistant General Manager | c/o Transit #4782, 244 Parkhill Main Street, P.O. Box 10. Parkhill, ON N0M 2K0 | Tel: 519-294-6466 Fax: 519-294-0259 | E-Mail: doug.maclaine@cibc.com

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From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Wednesday, March 02, 2016 12:22 PM
To: MacLaine, Doug
Subject: RE: Wire transfer

Ok, thank you

Also, I no longer have access to my personal accounts, is that normal?
Thanks

From: MacLaine, Doug [mailto:Doug.MacLaine@CIBC.com]
Sent: Wednesday, March 2, 2016 12:19 PM
To: Gary Bodimeade <garyb@compuquest2000.com>
Subject: RE: Wire transfer

Yes.

Douglas MacLaine | Assistant General Manager | c/o Transit #4782, 244 Parkhill Main Street, P.O. Box 10. Parkhill, ON N0M 2K0 | Tel: 519-294-6466 Fax: 519-294-0259 | E-Mail: doug.maclaine@cibc.com

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From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Wednesday, March 02, 2016 12:06 PM
To: MacLaine, Doug
Subject: RE: Wire transfer

Sorry, forgot to ask,

Am I able to go to the branch level and get drafts or certified checks drawn on the available funds in the account?

From: MacLaine, Doug [mailto:Doug.MacLaine@CIBC.com]
Sent: Wednesday, March 2, 2016 12:02 PM
To: Gary Bodimeade <garyb@compuquest2000.com>
Cc: Saygakov, Nikita <Nikita.Saygakov@cibc.com>
Subject: RE: Wire transfer

We will not Hold on wired funds deposited.

Douglas MacLaine | Assistant General Manager | c/o Transit #4782, 244 Parkhill Main Street, P.O. Box 10. Parkhill, ON N0M 2K0 | Tel: 519-294-6466 Fax: 519-294-0259 | E-Mail: doug.maclaine@cibc.com

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From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Wednesday, March 02, 2016 11:39 AM
To: MacLaine, Doug
Cc: Saygakov, Nikita
Subject: Wire transfer

I am about to have a wire sent yo our USD account and want to make sure that funds will not be held.

We have product to pay for that we have received or is in transit.

If you're not too snowed in ☺, can you please let me know ASAP

Thanks

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17^{th} year in business"

From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Thursday, March 03, 2016 4:52 PM
To: MacLaine, Doug
Subject: RE:

The checks that are sent to Dean are for product purchases that we do between our two companies. We purchase a large sum of product through Dean's companies from Dell, HP and many other vendors every week. We have conducted approx... $18 million dollars of transactions over the last 2 years or so and hopefully that will continue. The checks I provide are not for specific purchases but payments towards all of our transactions, again of which total a large amount of money every month.

The only check that was stopped on my advice was the one I mentioned yesterday, of which those funds were never made available and in turn I advised of the USD conversion in our Canadian account yesterday and asked for it to be removed of which it was.

The USD accounts as of right now show $272332.27 of which $72332.27 is available. That $200k check that was returned was part of many other sales and payments from other customers from cleared funds and as a result those funds should be made available so I can make good on the check that was sent back.

I did some research this week on the terms you had discussed with me on Monday and I now understand the banks position with regards to how some of the transactions may look in our accounts but as stated before, every single penny that has gone through the accounts are for legitimate purchases from multiple vendors and multiple customer transactions. In some instances deals fall through for multiple reasons (product damaged, product misrepresented, et..) and in the some circumstances credits or refunds are processed or in the rare cases stop payments are necessary. When we receive payments, they are used to keep the flow of product moving as the key to our business is and always has been large movement of products and that has to be able to continue.

I get it that the banks position has changed on me and my company, I can live with that, we will survive and flourish again except when funds are being held that should not be. I was provided guidelines on Monday of how you want things to progress and I have been doing everything that has been asked of me. Closing my children's accounts seemed a little on the harsh side but it is what it is.

I hope you can understand my position and the utmost importance to be able to keep my suppliers as well as our customers happy and be able to continue to provide product when requested and to be able to purchase product when it becomes available.

Please let me know when I will be able to wire those funds back for Dean and to get my purchases released,

Thanks

From: MacLaine, Doug [mailto:Doug.MacLaine@CIBC.com]
Sent: Thursday, March 3, 2016 3:56 PM
To: Gary Bodimeade <garyb@compuquest2000.com>
Cc: Saygakov, Nikita <Nikita.Saygakov@cibc.com>
Subject: RE:

There have been funds moving back and forth between the two of you for identical or almost identical amounts. We are being extremely cautious paying any large items as there have been large chargebacks from Dean Salem. We are not sure what has yet to hit the account. Due to the length of time it takes for these items to clear from the US we do not know what the final position is and need it to settle down. A wire came in today for $200k from one of Dean's company's. Do you know what the position of the USD account should be? Are you aware of any further items yet to hit the accounts as a charged back item?
Once we are satisfied regarding the final balance in your accounts I recommend you issue stop payments against all any all cheques issued by you to Dean Salem or his companies that have not yet cleared including items already returned. Then either wire him the funds or issue a USD or CAD bank draft as appropriate and courier it to him.

Douglas MacLaine | Assistant General Manager | c/o Transit #4782, 244 Parkhill Main Street, P.O. Box 10. Parkhill, ON N0M 2K0 | Tel: 519-294-6466 Fax: 519-294-0259 | E-Mail: doug.maclaine@cibc.com

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From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Thursday, March 03, 2016 3:38 PM
To: MacLaine, Doug
Subject:

Feb. 25, 2016 Branch Transaction CREDIT MEMO 02242 DEAN A SALEM CHQ#2945 DD FEB10 RTN AS FUNDS NOT CLEAR PAT DEL $200,000.00

Doug,

Can you please look into this transaction? The check showed cleared on the 23 of February and then was sent back on the 25th of February. The funds show as unavailable in my account and have been since Feb 25. That payments was for product that I have already received. Dean is now holding almost $550k of inventory that he will not ship until I can get this rectified.

Again, I am sorry to be a pain but can you please look into this matter for me.

Thank you

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

Miranda Spence

From: MacLaine, Doug <Doug.MacLaine@CIBC.com>
Sent: March-04-16 5:51 PM
To: Gary Bodimeade
Cc: Saygakov, Nikita
Subject: 1299746 Ontario Inc.

Gary - Regarding you inability to account for approximately $49,000, we would need more detail as to what you are trying to say. We only have two Holds on the 1299746 Ontario Inc. accounts right now. One on the CAD and one on the USD account.

We have a HOLD on the CAD account for $175,000. You made a deposit of a USD$125,000 cheque on which you stated there is a Stop Payment so we know it is coming back. The $39k in Foreign Exchange on this USD item deposited into your CAD account at the ATM on Feb 25/16 was credited to your account on Mar 4/16. This item was cleared so it will have to travel full circle before it will be charged back to the account as the CAD equivalent of a USD$125,000 chargeback item ($125k + up to $50k due to FX fluctuation). It has already been a week and this demonstrates just how long the clearing of US items can take and why we place HOLDS for up to a month on US items deposited.

We have a HOLD for $200,000 on the USD account. Our review of activity shows that Returned items on this account have typically taken a week to 10 days to be returned from date of deposit but as per above can be much longer. You deposited $250,000 on Feb 22/16. We will review the Hold at the beginning of next week to consider allowing full access to the funds.

As I stated in a previous email I would recommend you put stop payments against any items that were previously returned for Funds Not Cleared or Insufficient funds if you have now made new arrangements with the payees or reimbursed them already by issuing new cheques or wire transfers since it is possible for the payees to present the returned items for certification at the branch.

Douglas MacLaine | **Assistant General Manager | c/o Transit #4782, 244 Parkhill Main Street, P.O. Box 10. Parkhill, ON N0M 2K0 | Tel: 519-294-6466 Fax: 519-294-0259 | E-Mail:** doug.maclaine@cibc.com

CIBC Banking that fits your life.

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From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Friday, March 04, 2016 4:05 PM
To: MacLaine, Doug
Subject:

HI Doug,

I have been trying to figure out which deposits/transactions are still being held? After my best efforts I am still not accounting for approx. $49000, If possible if you could please look into this for me?

Also with regards to the help $200k still, I'm not sure how much longer you need in order for the accounts to "settle" but I do know that I have currently almost $600k in deals with Norris/Dean that are not being shipped to me right now. As I stated yesterday, we need the flow of product to continue in order to satisfy our purchase requirements and our customers' demands... Dean's supplier contacts and relationships are diverse and extremely important to our business as is our relationship with Dean. Unless I am not seeing something, those funds should not be held and checks written for purchases should not be returned when funds are in the account?

Again, I am not trying to be confrontational or disrespectful to your process but I can't have my hands tied either and by doing the above it is having a detrimental effect on our product flow.

Not sure if you will reply but if not have a nice weekend and I will hope to hear from you soon,

Gary

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

Miranda Spence

From:	MacLaine, Doug <Doug.MacLaine@CIBC.com>
Sent:	March-04-16 6:05 PM
To:	Gary Bodimeade
Cc:	Saygakov, Nikita
Subject:	RE: 1299746 Ontario Inc.

I thought I clearly explained this in the highlighted paragraph below. Is there something you do not understand? Perhaps you are confused by the fact you deposited a USD cheque into the CAD account through the ATM on Feb 25/16. It was credited as $125,000 CAD on Feb 25/16 and several days later the foreign exchange on the item was also credited to the account on Mar 4/16. It is a USD clearing item so it will take some time to clear through the US bank(s) and be returned to Canada to be charged back to your CAD account as the CAD equivalent of USD$125k. We have rounded up the USD$125k to a HOLD on the CAD account of CAD$175K in order to account for the foreign exchange which fluctuates.

Douglas MacLaine | **Assistant General Manager | c/o Transit #4782, 244 Parkhill Main Street, P.O. Box 10. Parkhill, ON N0M 2K0 | Tel: 519-294-6466 Fax: 519-294-0259 | E-Mail: doug.maclaine@cibc.com**

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From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Friday, March 04, 2016 5:55 PM
To: MacLaine, Doug
Subject: Re: 1299746 Ontario Inc.

OK thanks Doug, I will work on it over the weekend.. Can you please confirm what the Canadian hold involves.. Thanks

On Mar 4, 2016 5:51 PM, "MacLaine, Doug" <Doug.MacLaine@cibc.com> wrote:

Gary - Regarding you inability to account for approximately $49,000, we would need more detail as to what you are trying to say. We only have two Holds on the 1299746 Ontario Inc. accounts right now. One on the CAD and one on the USD account.

We have a HOLD on the CAD account for $175,000. You made a deposit of a USD$125,000 cheque on which you stated there is a Stop Payment so we know it is coming back. The $39k in Foreign Exchange on this USD item deposited into your CAD account at the ATM on Feb 25/16 was credited to your account on Mar 4/16. This item was cleared so it will have to travel full circle before it will be charged back to the account as the CAD equivalent of a USD$125,000 chargeback item ($125k + up to $50k due to FX fluctuation). It has already been a week and this demonstrates just how long the clearing of US items can take and why we place HOLDS for up to a month on US items deposited.

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Douglas MacLaine | **Assistant General Manager | c/o Transit #4782, 244 Parkhill Main Street, P.O. Box 10. Parkhill, ON N0M 2K0 | Tel: 519-294-6466 Fax: 519-294-0259 | E-Mail: doug.maclaine@cibc.com**

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To: MacLaine, Doug
Subject:

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Not sure if you will reply but if not have a nice weekend and I will hope to hear from you soon,

Gary

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

Tab T

THIS IS **EXHIBIT "T"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

Douglas E. MacLaine
Assistant General Manager
CIBC Special Loans

244 Parkhill Main Street
Parkhill ON NOM 2K0

Tel: 519-294-6466
Fax: 519-294-0259
Email: doug.maclaine@cibc.com

March 9, 2016

Via email

1299746 Ontario Inc. o/a Compuquest 2000 & 2252709 Ontario Inc.
1935 Silicone Drive
Pickering, ON.
L1W 3V7

Attention: Gary Bodimeade
Private & Confidential

Dear Mr. Bodimeade

Re: 1299746 Ontario Inc. o/a Compuquest 2000 & 2252709 Ontario Inc. (the "Borrower") - Account Operation and Credit Facilities

We refer you to our credit agreement dated March 3, 2015, our letters dated February 11, 2016 (copy attached) and February 29, 2016 as well as our meeting of February 29, 2016 and subsequent correspondence and telephone exchanges. As a result of the concerns and defaults outlined in our letter of February 11, 2016 and the recent unusual account activity, your accounts were deemed to be both an unsatisfactory credit and operational risk. Since your account operation and your financial operation were considered an unacceptable high risk by the bank, your business accounts were referred to the undersigned for account management. CIBC is not prepared to continue to lend to the companies or allow operation of the accounts without immediate changes and increased due diligence in order that we can mitigate both our operational and credit risk in our dealing with the companies.

As discussed both in our meeting of February 29, 2016 and previously with the branch representatives, in order to address the unacceptable operational risk we required immediate changes to the business accounts' operation that include Holds placed on all (non-cash) deposits of uncertified or non-prepaid items deposited. Deposited CAD items drawn on a Canadian chartered bank will receive Holds of up to five days before we will permit access to funds. Deposits of non-Canadian currency denominated items drawn on foreign banks will have Holds placed on the amount of the item deposited of up to 21 days. Cash, EFT deposits or incoming wire transfers will be reviewed and access to funds for these items deposited will usually be granted within 1 day. Regarding your question below (email of March 9/16) you are free to continue to use the account on a day to day basis (and issue cheques without certification) however you must do so only against cleared funds. Providing the undersigned with copies of the items deposited may allow us to adjust the Holds sooner in some circumstances. We do not intend to place Holds on EFT deposits/incoming wire/certified/prepaid items deposited. If that occurs the transactions are reviewed each day and once the items are verified, the Holds are removed. ABM and CIBC Online access to funds has been removed and is no longer available.

Also as we discussed in our meeting of February 29, 2016 as a result of the unsatisfactory change in the risk the bank requires increased due diligence and review of both companies that will involve the use of outside professionals. In this regard we have referred the file security and account documentation to our lawyers for a legal review. This review was done last week and the cost of such a review is for the account of the borrower and will be charged to the companies' account or added to amount of the debt. In addition we require a review by an independent 3rd party accounting consultant selected by CIBC at its sole discretion. Review will include a valuation of the security in support of our loans and a review of the viability of business and other such matters as considered relevant. Cost of such a review is for the account of the borrower. In this regard and for further detail we attach the engagement letter of Grant Thornton Limited for your review, signature and return by end of day March 11/16.

We also wish to point out that our letter of February 11, 2016 had several requirements that you undertook to complete. Some of this information is now or about to be due. Also some of this information will be needed by Grant Thornton for their review. We expect them to commence their review immediately and in this regard they will provide you with an advance list of information to prepare that they require in order to conduct their review in the most efficient cost effective manner possible. This will be provided after we receive the signed engagement letter. We are not prepared to delay this review and if you are able to arrange alternate financing sufficient to pay out your loans to CIBC in full by March 31, 2016 please provide written evidence of that firm financing commitment and we will discuss same with our professionals and seek to arrange a satisfactory "pens down" arrangement, if appropriate, to mitigate the professional costs.

Until all loans at CIBC are repaid, or we advise otherwise in writing, all business banking for both borrowers must be conducted at CIBC. If you have other accounts opened at other financial institutions we will need to see the statements and all banking history and statements for those accounts. If you are moving your credit and day to day banking to another financial institution we can discuss the orderly transfer of your banking and credit arrangements to that other financial institution once details are made available to us. As discussed in order to minimize the costs to the companies you may wish to make other banking and credit arrangements however the transfer must be done in a fully transparent manner with CIBC's consent since the receivables/sales revenue proceeds are part of the bank's collateral security and you are contractually obligated to deposit them in your CIBC bank account. The primary focus should be seeking alternate credit arrangements for 1299746 Ontario Inc. since 2252709 Ontario Inc. is basically a real estate holding company only with minimal bank account activity/needs.

Pricing: On May 9, 2016 the credit facility pricing on all variable rate loans or overdrafts will be increased to CIBC Prime Rate/US Base + 6.250%. A late reporting fee of $500 will apply for late reporting of the reporting requirements or any required written reports. Credit review fees for any subsequent reviews are a minimum of $2,500 per review or amendment. We are required to conduct at minimum, quarterly reviews until the risk rating is deemed satisfactory. Out of pocket expenses incurred by the bank for items such as mileage, meals, or accommodation apply for any future meetings at the company premises and/or for the purposes of onsite attendance by bank officers or its agents to verify the bank's collateral/security. Increases in pricing and recovery of costs are not intended to be punitive, but recognizes the economic cost of the higher "capital allocation" CIBC is required to maintain with respect to loans which are categorized as being at a higher than normal risk and the increased supervision required. Pricing will be reviewed in light of your performance to your plan and this agreement. All fees and recovery of the bank's expenses including those for third party agents or consultants will be debited to the company's bank account.

Except for the amendments outlined above and in our earlier correspondence, the Credit Agreement dated March 3, 2015 continues to set forth your obligations to us. Your acknowledgement of this letter does not prejudice any rights we have, or our ability to require further changes at a later date.

Please acknowledge these changes by signing and returning to my attention the attached duplicate copy of this letter. If you have not done so by 4:30 PM March 11, 2016, this offer is deemed withdrawn and instead by close of business on March 11, 2016 we will require your detailed plan to repay the indebtedness of 1299746 Ontario Inc. to CIBC in full. That plan must outline how CIBC loans ((including Corporate Visa account and Trade Credit facility) will be paid in full and all credit facilities cancelled on or before May 9, 2016. Evidence of alternate financing or sources of capital to sufficient to repay the indebtedness to CIBC to support that plan must be provided by April 9, 2016.

In the event you fail to meet the above dates as required we will be obliged to review the options available to us at that date which include the formal demand of our loans and enforcement of our security.

Should you have any questions or require further clarification, please do not hesitate to contact us.

Yours truly,

Douglas E. MacLaine
Assistant General Manager

Acknowledged for 1299746 Ontario Inc. o/a Compuquest 2000 & 2252709 Ontario Inc. this ____ day of ______________, 2016:

1299746 Ontario Inc. o/a Compuquest 2000

Per:______________________
I/We have authority to bind the Company

2252709 Ontario Inc.

Per:______________________
I/We have authority to bind the Company

Guarantor:

Gary Bodimeade

____

COMPANIES' CONSENT AND AGREEMENT

TO: CANADIAN IMPERIAL BANK OF COMMERCE (the "Lender")

AND TO: GRANT THORNTON LIMITED (the "Consultant")

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, 1299746 Ontario Inc. ("Compuquest 2000") & 2252709 Ontario Inc. ("HoldCo") (collectively and individually as the context may require, together with its or their respective subsidiaries, the "Companies") hereby consents and agrees to the appointment of the Consultant as a consultant by the Lender in accordance with the letter of engagement dated March 7, 2016 between the Consultant and the Lender (including the standard terms and conditions or general business terms forming part thereof) (the "Engagement Letter") and acknowledges that they have read and understood the terms and conditions of the Engagement Letter.

The Companies hereby further agree as follows:

1. It will co-operate fully with the Consultant and provide the Consultant with full and unrestricted access to all information concerning the Companies' undertaking, property and affairs in order to carry out this engagement. The Consultant shall have complete and open access to all premises, offices, files and records of every kind and description, including all business, accounting, legal and other records, documents and files, including copies thereof (the "Information") of the Companies. The Consultant may make copies of any and all documents, including electronically stored data and computer records, which the Consultant considers necessary to complete its review.

2. The Companies shall instruct its officers, directors, employees, agents, consultants, bankers, accountants, solicitors and other advisors to co-operate fully with the Consultant including by providing all Information requested by the Consultant that is in their respective possession or control and by answering all questions and providing such analysis and explanations as the Consultant may reasonably request, in each case to the best of their knowledge and ability.

3. It will use reasonable skill, care and attention to ensure that all information provided to the Consultant is accurate and complete and will notify the Consultant if it subsequently learns that the Information provided is incorrect or inaccurate or otherwise should not be relied upon.

4. The Companies irrevocably authorize the Lender to disclose to the Consultant any information the Lender has concerning the Companies, its business and affairs. In addition, the Companies irrevocably authorize the Consultant to report any financial or

other information gathered by the Consultant to the Lender and its advisors. The Companies further specifically authorize the Lender to divulge any confidential information of the Companies as the Lender deems necessary or desirable in connection with or pursuant to any Court proceeding commenced by or to which the Lender is a party or in connection with the exercise of any of the Lender's remedies against the Companies including, without limitation, enforcing the security held by the Lender or to any potential assignee of the Lender's debt and security.

5. All verbal and written reports provided or issued by the Consultant will be provided or issued solely to the Lender and none of the information, analysis or recommendations provided by the Consultant to the Lender will be disclosed to the Companies except as may be expressly provided in the Engagement Letter. All advice (written or oral) and any modeling, analysis or methodologies given or developed by Consultant for the Bank in connection with the engagement is intended solely for the benefit and use of the Bank. All reports, recommendations and analysis provided by the Consultant to the Lender are confidential and subject to privilege.

6. The Lender and the Consultant shall have no responsibility for the decisions and activities of the Companies. The Consultant will have no management responsibilities with or for the Companies and will not offer advice or direction to, or exercise any control over the business and affairs of the Companies. The Consultant will have no fiduciary duties or other duty of care to the Companies and nothing herein and nothing done pursuant to the engagement will constitute an arrangement, agreement or relationship between the Companies and the Consultant. The Companies will be solely responsible for making all management decisions, performing all management functions and establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities. The Companies shall not hold out to any person that the Consultant is acting other than as a consultant to the Lender for the purpose of reporting and making recommendations to the Lender.

7. All of the terms of the security and guarantees given to the Lender in relation to the credit facilities and indebtedness and liabilities of the Companies to the Lender are and will remain in full force and effect. The engagement of the Consultant shall not waive, prejudice, impair or adversely affect the rights and remedies of the Lender against the Companies or any guarantor whether pursuant to applicable law or any security, guarantees or other agreements the Lender may have or require the Lender to delay in enforcing any of these rights and remedies, nor shall it operate as a waiver by the Lender of any defaults or events of default which may exist in relation to any of the credit facilities of the Companies with the Lender or any security, guarantees or other agreements held by the Lender. Further, the engagement of the Consultant by the Lender is not an act of enforcement of any of the Lender's security and the Companies continue in full possession and control of all of its property, assets and business.

8. The Consultant may obtain legal advice from the Lender's legal advisers relative to this engagement.

9. The Companies hereby agree that it is responsible for and will pay the fees and expenses of the Consultant (including legal costs) related to this engagement and hereby indemnify and agree to save harmless the Lender with respect to all such fees and expenses and authorizes the Lender to debit the Companies' account to cover these costs, including harmonized or goods and services and similar taxes. Any fees paid by the Lender on behalf of the Companies shall be treated as an advance to the Companies, secured by the Lender's security documentation.

10. Neither the Consultant nor the Lender shall have any liability, responsibility or obligation to the Companies, or any persons who have provided guarantees to the Lender, whatsoever, whether in contract, negligence, tort or otherwise, arising out of or in connection with this engagement of the Consultant by the Lender (as it may be amended from time to time).

11. During the course of this engagement the Consultant may collect personal information about identifiable individuals ("Personal Information"), either from the Companies or from third parties but solely for purposes related to its engagement. The Companies agree to obtain such consents or take such other action as may be required under applicable law to permit such collection and use of Personal Information.

12. The Companies confirms and agrees to the terms in the Engagement Letter and to perform the obligations of the Companies provided for thereunder.

13. Companies will indemnify, defend and hold harmless the Consultant, its affiliates and subcontractors and their partners, principals, representatives and personnel (each, an "Indemnified Party" and collectively the "Indemnified Parties") against all costs, fees, expenses, claims, damages and liabilities (including defense costs) associated with any third party claim relating to or arising as a result of the Indemnified Parties' acceptance of or the performance or non-performance of their obligations under the Engagement Letter; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final judgment to have resulted primarily and directly from such Indemnified Party's bad faith or willful misconduct. If any person or entity requests or subpoenas any information or materials related to the Engagement Letter, the Consultant will inform the Companies of such request or subpoena if permitted by law. The Companies agree to reimburse the Consultant for any time and expenses related to the request or subpoena.

By signature of the undersigned signing officer(s), the Companies acknowledge and confirm that it has received no commitment, representation or warranty from the Lender or the Consultant in connection with this engagement, and that the Lender reserves all rights and remedies, including the right to enforce and realize on the security and guarantees it holds as it may consider appropriate in its sole discretion. The Companies further (a) acknowledge having been informed that the Consultant (or one of its affiliates) may be appointed to act as agent, interim receiver, receiver, receiver and manager, CCAA monitor, trustee in bankruptcy, trustee under a Bankruptcy and Insolvency Act proposal of all or any of the undertaking, property and assets of the Companies and (b) agrees that it will not object to the appointment of the Consultant (or any of its affiliates) in any such capacity and that such appointment shall not be a conflict of interest

by virtue of any of the engagements disclosed by the Consultant or the Consultant having been appointed as consultant for the Lender as provided for herein. Further the Companies agree that if any such appointment of the Consultant is made, all Information obtained by the Consultant in the course of the engagement may be used by it in such capacity.

Dated at ____________________, this __________ day of March, 2016.

1299746 Ontario Inc. (o/a "Compuquest 2000")

Per: ____________________________________
Signature of authorized signing officer

2252709 Ontario Inc.

Per: ____________________________________
Signature of authorized signing officer

CIBC
Commercial Banking

CONFIDENTIAL

February 11, 2016

The President
1299746 Ontario Inc. o/a Compuquest 2000
1935 Silicone Drive
PICKERING, Ontario
L1W 3V7

Attention: Gary W. Bodimeade

Dear Sir:

RE: 1299746 Ontario Inc. o/a Compuquest 2000 (the "Borrower")
<u>Indebtedness to Canadian Imperial Bank of Commerce ("CIBC")</u>

We refer to our Credit Agreement dated March 3, 2015 (the "Agreement"), the Borrower's financial statements for the period ended May 31, 2015 and our discussions of January 29.

CIBC has concerns with the financial performance of the Borrower, which include but are not limited to the following:

1) The "Debt to Effective Equity Ratio" for the year ended May 31, 2015 was 2.34 to 1.0, in violation of the 2.25 to 1.0 maximum stipulation in our Agreement;
2) Failure to provide the "internally generated" annual financial statements on a combined basis within the stipulated timeframe of 120 days after the end of the Borrower's fiscal year;
3) Failure to provide the Borrower's finalized Review Engagement annual financial statements within the stipulated timeframe of 120 days after the end of the Borrower's fiscal year;
4) Failure to provide monthly Statement of Available Credit Limit within the stipulated timeframe of 30 days of the end of each month;
5) Failure to provide an updated personal net worth statement from Gary W. Bodimeade within the stipulated timeframe of 120 days after the end of the Borrower's fiscal year;
6) Quality of financial reporting; the Borrower's draft financial statements for the year ended May 31, 2015 contain material differences between the Balance sheet and the Notes to the financial statement;
7) Loans in excess of the agreed-upon limit under "Facility A: Revolving Line of Credit".

It follows that CIBC views the Borrower's credit as a higher than normal risk. As a result, CIBC is not prepared to renew the Borrower's credit facilities at this time, but the Bank will carry them on a day-to-day basis until March 31, 2016 in accordance with the terms and conditions set out in the Agreement, except as amended herein:

a) Commencing with the fiscal quarter ending February 29, 2016 you are to provide the Borrower's internally-generated quarterly interim financial statements within 30 days after the end of each quarter;
b) Commencing with the month ending February 29, 2016 you are to provide an aged listing of inventory within 30 days of the end of each month; the aged listings are also to include written commentary together with an analysis of any potential write-down;
c) By March 31, 2016 you are to provide your written confirmation that aging of Accounts Receivable is being calculated by invoice date;
d) By March 31, 2016 you are to provide an updated, signed personal net worth statement from Gary W. Bodimeade on the Bank's standard form;
e) Commencing with the fiscal year ending May 31, 2016 you are to provide an annual forecast for the Borrower next fiscal year within 120 days of the fiscal year then ended, with a written narrative as to the

underlying assumptions, and to include quarterly projected balance sheets, income statements and cash flow forecasts;

f) Commencing with the fiscal year ending May 31, 2016 you are to provide the internally generated annual financial statements within 90 days after the end of each fiscal year, on a combined basis;
g) Commencing with the fiscal year ending May 31, 2016 you are to provide the Borrower's Review Engagement annual financial statements within 90 days after the end of each fiscal year, on an unconsolidated basis;
h) Commencing with the fiscal year ending May 31, 2016 you are to provide an updated, signed personal net worth statement from Gary W. Bodimeade on the Bank's standard form, within 90 days after the end of each of the Borrower's fiscal years;

While CIBC may have, in the past, paid cheques on the account which could have exceeded the authorized limit, this action on part of CIBC should not be considered as a precedent for its actions in the future. CIBC reserves the right to return cheques without notice if payment of those cheques would result in an unauthorized excess in the authorized limit. The responsibility for monitoring the level of "Facility A: Revolving Line of Credit" to ensure it remains within the negotiated authorized limit, rests with you.

We remind you that all liabilities and obligations to CIBC remain payable on demand. CIBC reserves the right to make demand for payment and terminate the credit facilities at any time, notwithstanding the time period set out above, should CIBC determine that such action is necessary.

Please indicate your acceptance of the foregoing by signing and returning to the undersigned prior to February 22, 2016 the enclosed duplicate copy of this letter. Failure to accept these arrangements and comply with all of the above terms and conditions by the dates indicated will require the Borrower to secure alternative financing and liquidate all of its liability to CIBC by March 31, 2016.

Yours truly,

CANADIAN IMPERIAL BANK OF COMMERCE

Per:

Ivan Farquharson
Authorized Signatory

Acknowledgement & Acceptance

Receipt of a copy of this letter is hereby acknowledged and we agree to the foregoing terms and conditions this 11 day of February, 2016.

Name: Gary W. Bodimeade
Title: President
I HAVE AUTHORITY TO BIND THE COMPANY

c.c. Gary W. Bodimeade (guarantor)
c.c. 2252709 Ontario Inc. (guarantor)

CIBC Commercial Banking

CONFIDENTIAL

February 11, 2016

The President
2252709 Ontario Inc.
1650 Feldspar Crt.
PICKERING, Ontario
L1W 3R7

Attention: Gary W. Bodimeade

Dear Sir:

RE: 2252709 Ontario Inc. (the "Borrower")
<u>Indebtedness to Canadian Imperial Bank of Commerce ("CIBC")</u>

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CIBC has concerns with the financial performance of the Borrower, which include but are not limited to the following:

1) The "Debt to Effective Equity Ratio" for the year ended May 31, 2015 was 2.34 to 1.0, in violation of the 2.25 to 1.0 maximum stipulation in our Agreement;
2) Failure to provide the "internally generated" annual financial statements on a combined basis within the stipulated timeframe of 120 days after the end of the Borrower's fiscal year;
3) Failure to provide the Borrower's Review Engagement annual financial statements within the stipulated timeframe of 120 days after the end of the Borrower's fiscal year;
4) Failure to provide an updated personal net worth statement from Gary W. Bodimeade within the stipulated timeframe of 120 days after the end of the Borrower's fiscal year;
5) Quality of financial reporting; the Borrower's annual financial statements for the year ended May 31, 2015 were prepared on a "Notice to Reader" basis, in violation of the stipulation in our Agreement for "Review Engagement" annual financial statements;
6) Loans in excess of the agreed-upon "Overall Credit Limit".

It follows that CIBC views the Borrower's credit as a higher than normal risk. As a result, CIBC is not prepared to renew the Borrower's credit facilities at this time, but the Bank will carry them on a day-to-day basis until March 31, 2016 in accordance with the terms and conditions set out in the Agreement, except as amended herein:

a) By March 31, 2016 you are to provide an updated, signed personal net worth statement from Gary W. Bodimeade on the Bank's standard form;
b) Commencing with the fiscal year ending May 31, 2016 you are to provide the internally generated annual financial statements within 90 days after the end of each fiscal year, on a combined basis;
c) Commencing with the fiscal year ending May 31, 2016 you are to provide the Borrower's Review Engagement annual financial statements within 90 days after the end of each fiscal year, on an unconsolidated basis;
d) Commencing with the fiscal year ending May 31, 2016 you are to provide an updated, signed personal net worth statement from Gary W. Bodimeade on the Bank's standard form, within 90 days after the end of each of the Borrower's fiscal years.

While CIBC may have, in the past, paid cheques/debits on the account which could have resulted in an overdraft, this action on part of CIBC should not be considered as a precedent for its actions in the future. CIBC reserves the right to return cheques/debits without notice if payment of those cheques/debits would result in an overdraft. The responsibility for monitoring the level funds in the Borrower's account, rests with you.

We remind you that all liabilities and obligations to CIBC remain payable on demand. CIBC reserves the right to make demand for payment and terminate the credit facilities at any time, notwithstanding the time period set out above, should CIBC determine that such action is necessary.

Please indicate your acceptance of the foregoing by signing and returning to the undersigned prior to February 22, 2016 the enclosed duplicate copy of this letter. Failure to accept these arrangements and comply with all of the above terms and conditions by the dates indicated will require the Borrower to secure alternative financing and liquidate all of its liability to CIBC by March 31, 2016.

Yours truly,

CANADIAN IMPERIAL BANK OF COMMERCE

Per:

Ivan Farquharson
Authorized Signatory

<u>Acknowledgement & Acceptance</u>

Receipt of a copy of this letter is hereby acknowledged and we agree to the foregoing terms and conditions this 11 day of February, 2016.

Name: Gary W. Bodimeade
Title: President
I HAVE AUTHORITY TO BIND THE COMPANY

c.c. Gary W. Bodimeade (guarantor)
c.c. 1299746 Ontario Inc. (guarantor)

Tab U

THIS IS **EXHIBIT "U"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

Miranda Spence

From: MacLaine, Doug <Doug.MacLaine@CIBC.com>
Sent: March-11-16 3:27 PM
To: Gary Bodimeade
Subject: 1299746 Ontario Inc. - credit facilities

We agree to extend until 4:30pm Tuesday. Please advise the name of your lawyer and law firm.

Douglas MacLaine | **Assistant General Manager | c/o Transit #4782, 244 Parkhill Main Street, P.O. Box 10. Parkhill, ON N0M 2K0 | Tel: 519-294-6466 Fax: 519-294-0259 | E-Mail: doug.maclaine@cibc.com**

CIBC Banking that fits your life.

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From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Friday, March 11, 2016 3:05 PM
To: MacLaine, Doug
Subject:

HI Doug,

I received your email with the explanation of the banks position, thank you

We have been aggressively talking with multiple institutions with regards to securing another line for both corporations, unfortunately its taking a little longer than expected. Our plan, as you have asked us to move to another institution and that is what we are progressing towards. BDC is also helping us complete some of the tasks needed. Any line of credit we are pursuing will of course be forwarded to CIBC to pay off our existing line.

I forwarded the information to my lawyer and as of now am still waiting for a reply with regards to signing the provided document. At this point with the banks position, as you stated to spend needless money on external audits is an exercise which makes no sense to either party as the banks position will unlikely change no matter what they find, if anything.

That said, I am please asking for an extension until Tuesday with regards to the above so my lawyer has enough time to review the requests thoroughly and I can make the proper decision as this is above my realm of comprehension and guidance is needed on my part.

I appreciate your time,

Gary Bodimeade

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

From: Steve Seon [mailto:sseon@torlaw.com]
Sent: Tuesday, March 15, 2016 4:51 PM
To: MacLaine, Doug
Subject: 1299746 Ontario Inc. and 252709 Ontario Inc. (collectively the "Corporations") and the CIBC

Good Afternoon Doug,

I act on behalf of the above Corporations. Gary Bodimeade has just recently contacted me regarding the above and is currently out of town. We are meeting on Friday of this week to review this matter and expect to have a reply to you on Monday of next week. I trust the above is satisfactory and that the CIBC will hold matters in abeyance until you receive our Monday reply. I left you a voice mail earlier today and would appreciate speaking with you at your earliest opportunity.

Regards,

Stephen D. Seon

SEON, GUTSTADT, LASH LLP
Barristers & Solicitors
website: www.torlaw.com

Markham Office: 161 Main Street North, Markham, Ontario L3P 1Y2
Ph: (905) 209-0215 Fx: (905) 209-0785

**NEW Toronto Office: 7191 Yonge Street, Suite 401, Thornhill, Ontario L3T 0C4
Ph 289 843-7500 ext. 307 Fx 289-843-7501

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Miranda Spence

From: Steve Seon <sseon@torlaw.com>
Sent: March-18-16 4:28 PM
To: Steve Graff
Subject: RE: 1299746 Ontario Inc. and 252709 Ontario Inc. (collectively the "Corporations") and the CIBC

Good Afternoon Steve,

I assume your reference to the "engagement letter" refers to the "COMPANIES' CONSENT AND AGREEMENT". My clients are not prepared to execute this document at this time. It is our clients' position that issuing "demand" letters and a BIA s. 244 notice at this time is unwarranted for a number of reasons, including without limitation our clients' position as set out below.

My clients are diligently proceeding to comply with the April 9/16 and May 9/16 conditions as set out in the CIBC letter dated March 9/16. We understand Gary Bodimeade has been in constant contact with the CIBC and can provide information about his actions regarding both deadlines at any time as and when required by the CIBC. It should be noted, however, that as the CIBC required 6 months of due diligence to set up the banking arrangement with my clients, it may be unreasonable to achieve "take out" financing by the May 9/16 deadline; notwithstanding same, my clients are doing their best to meet these deadlines.

We expect the CIBC will concur that it is in everyone's best interests that my clients continue to carry on business in the normal course with minimal interference from and the full co-operation of the CIBC in order to arrange alternate financing for "take out" purposes as expeditiously as possible.

Yours truly,

Stephen D. Seon

SEON, GUTSTADT, LASH LLP
Barristers & Solicitors
website: www.torlaw.com

Markham Office: 161 Main Street North, Markham, Ontario L3P 1Y2
Ph: (905) 209-0215 Fx: (905) 209-0785

**NEW Toronto Office: 7191 Yonge Street, Suite 401, Thornhill, Ontario L3T 0C4
Ph 289 843-7500 ext. 307 Fx 289-843-7501

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-----Original Message-----
From: Steve Graff [mailto:sgraff@airdberlis.com]
Sent: March-17-16 7:38 PM
To: sseon@torlaw.com
Cc: Douglas MacLaine
Subject: Re: 1299746 Ontario Inc. and 252709 Ontario Inc. (collectively the "Corporations") and the CIBC

Steve;

Nice speaking with you yesterday. I understand from our call that you will be meeting with your client tomorrow to, among other things, reviewing and providing advice on the GTL engagement letter. Please be advised that if a signed engagement letter is not received by tomorrow close of business, our client has instructed us to make demand on the outstanding loans and to deliver notices pursuant to section 244 of the BIA. For greater certainty, the mere delivery of the signed engagement letter does not commit the Bank to refrain from issuing demands at any time. However in the absence of the engagement letter, we will be doing so for certain. Thx.

Sent from my BlackBerry 10 smartphone on the TELUS network.
From: Steve Graff
Sent: Tuesday, March 15, 2016 2:03 PM
To: sseon@torlaw.com
Cc: Douglas MacLaine
Subject: 1299746 Ontario Inc. and 252709 Ontario Inc. (collectively the "Corporations") and the CIBC

Dear Mr. Seon. We act as legal counsel to CIBC in connection with it ongoing credit arrangements with the above Corporations. We understand that you have been in touch with Doug MacLaine regarding various issues that have arisen concerning the banking relationship between the Bank and, in particular, with respect to 1299746 . I am out of the office on vacation this week, but would be please to discuss this matter if you'd like to call me. My cell number is as follows: 416 894-5090. Thx.

Sent from my BlackBerry 10 smartphone on the TELUS network.

Th

From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Monday, March 21, 2016 3:37 PM
To: MacLaine, Doug
Subject: I have a meeting with Steve at 3pm tomorrow afternoon

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Tuesday, March 22, 2016 1:07 PM
To: MacLaine, Doug
Subject: Just to confirm

I will be meeting with Steve Seon and 3pm today.

Will keep you updated once done.

Thanks

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

From: MacLaine, Doug
Sent: Wednesday, March 23, 2016 7:53 AM
To: 'Gary Bodimeade'
Subject: RE:

Did you meet with your lawyer? Are you signing the engagement letter?

Douglas MacLaine | **Assistant General Manager | c/o Transit #4782, 244 Parkhill Main Street, P.O. Box 10. Parkhill, ON N0M 2K0 | Tel: 519-294-6466 Fax: 519-294-0259 | E-Mail: doug.maclaine@cibc.com**

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From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Tuesday, March 22, 2016 4:36 PM
To: MacLaine, Doug
Subject:

Tab V

THIS IS **EXHIBIT "V"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

Miranda Spence

From: Azeff, Greg <gazeff@foglers.com>
Sent: April-01-16 1:48 PM
To: Steve Graff
Subject: Compuquest

Steve: We are amenable to GT going in as part of a forbearance arrangement. Do you want to send me a draft agreement?

fogler rubinoff

Greg Azeff
Partner
Fogler, Rubinoff LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
Direct: 416.365.3716
Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: gazeff@foglers.com
foglers.com

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Miranda Spence

From: Steve Graff
Sent: April-07-16 11:54 AM
To: Azeff, Greg
Subject: Re: Compuquest

Please and thanks.

Sent from my BlackBerry 10 smartphone on the TELUS network.
Original Message
From: Azeff, Greg
Sent: Thursday, April 7, 2016 11:42 AM
To: Steve Graff
Subject: RE: Compuquest

Steve: I believe he is now prepared to sign. He had some concerns that I needed to address. Will make every effort to get you the signed agreement this afternoon.

-----Original Message-----
From: Steve Graff [mailto:sgraff@airdberlis.com]
Sent: Thursday, April 07, 2016 11:31 AM
To: Azeff, Greg <gazeff@foglers.com>
Subject: Re: Compuquest

I don't see any cooperation on your client's approach. I am seeking instructions on a receivership motion. Thx.

Sent from my BlackBerry 10 smartphone on the TELUS network.
Original Message
From: Steve Graff
Sent: Tuesday, April 5, 2016 2:17 PM
To: 'Azeff, Greg'
Cc: Douglas MacLaine (doug.maclaine@cibc.com)
Subject: RE: Compuquest

Please follow up and advise. Thanks.

-----Original Message-----
From: Azeff, Greg [mailto:gazeff@foglers.com]
Sent: Tuesday, April 05, 2016 2:13 PM
To: Steve Graff
Cc: Douglas MacLaine (doug.maclaine@cibc.com)
Subject: RE: Compuquest

Sorry Steve - was out of the office yesterday. It expect it will be coming directly to you. Waiting for my client to confirm.

-----Original Message-----
From: Steve Graff [mailto:sgraff@airdberlis.com]

Sent: Tuesday, April 05, 2016 12:00 AM
To: Azeff, Greg <gazeff@foglers.com>
Cc: Douglas MacLaine (doug.maclaine@cibc.com) <doug.maclaine@cibc.com>
Subject: Re: Compuquest

Greg;

I have not heard from you nor seen your client's signed GTL engagement letter. Has it been delivered to the Bank?

Sent from my BlackBerry 10 smartphone on the TELUS network.
From: Steve Graff
Sent: Friday, April 1, 2016 3:22 PM
To: 'Azeff, Greg'
Cc: Douglas MacLaine (doug.maclaine@cibc.com)
Subject: RE: Compuquest

Great. Thanks Greg. We will prepare a draft forbearance and seek instructions on the additional terms of same, but suggest in the meantime that, as a matter of good faith, your client sign the GTL engagement letter that he has already received a copy of and return it to the Bank and GTL to allow GTL to get on with the process that is contemplated. There is no reason to delay their mandate with the drafting and circulation of a forbearance agreement. Can you please confirm that is agreeable. Thanks.

Steven L. Graff

T 416.865.7726
M 416.894.5090
F 416.863.1515
E sgraff@airdberlis.com

Brookfield Place * 181 Bay Street
Suite 1800 * Box 754
Toronto ON * M5J 2T9 * Canada
www.airdberlis.com<http://www.airdberlis.com/>

[http://www.airdberlis.com/emailbanners/EmailSig/New-A&B-(black).jpg]

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[http://www.airdberlis.com/emailbanners/EmailSig/tree_2.jpg]Please consider the environment before printing this email.

From: Azeff, Greg [mailto:gazeff@foglers.com]
Sent: April-01-16 1:48 PM
To: Steve Graff
Subject: Compuquest

Steve: We are amenable to GT going in as part of a forbearance arrangement. Do you want to send me a draft agreement?

[cid:image007.png@01D18C2A.4E1418B0]

Greg Azeff
Partner
Fogler, Rubinoff LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
Direct: 416.365.3716
Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: gazeff@foglers.com<mailto:gazeff@foglers.com>
foglers.com<http://www.foglers.com/>

[cid:image008.png@01D18C2A.4E1418B0]
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From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Friday, April 08, 2016 12:19 PM
To: MacLaine, Doug
Subject: I am trytin reach my lawyer with regards to signing today

I had a couple of questions I need to get answered.

As soon as I hear back I will advise.

Thanks

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Friday, April 08, 2016 3:30 PM
To: MacLaine, Doug
Subject: RE: GT engagement letter

Understood, thank you

From: MacLaine, Doug [mailto:Doug.MacLaine@CIBC.com]
Sent: Friday, April 8, 2016 3:29 PM
To: Gary Bodimeade <garyb@compuquest2000.com>
Cc: Azeff, Greg <gazeff@foglers.com>; Steve Graff <sgraff@airdberlis.com>
Subject: RE: GT engagement letter

We were previously advised by your lawyer first thing this morning that this was already done (answers to your questions) and the agreement would be in our hands today.
Despite your assurances below, these delays are very troubling and given the circumstances we have provided our lawyer with instructions to move forward failing receipt of the engagement letter on Monday.

Douglas MacLaine | **Assistant General Manager | c/o Transit #4782, 244 Parkhill Main Street, P.O. Box 10. Parkhill, ON N0M 2K0 | Tel: 519-294-6466 Fax: 519-294-0259 | E-Mail: doug.maclaine@cibc.com**

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From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Friday, April 08, 2016 1:41 PM
To: MacLaine, Doug
Cc: Azeff, Greg
Subject: GT engagement letter

Hi Doug,

I had a discussion with Greg Azeff, our lawyer a few moments ago with regards to signing the GT letter. We will be signing the letter on Monday upon his return to the office, I have asked for some clarification on a few items with regards to the letter and will have those upon his return to the office on Monday.

I apologize for the delay but want to reiterate that we will be co-operating and willing to work with the bank in order to reach a positive and productive outcome for all parties involved.

I hope this meets your approval and look forward to moving forward.

Thanks

Gary

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

From: Gary Bodimeade [mailto._ aryb@compuquest2000.com]
Sent: Monday, April 11, 2016 1:59 PM
To: MacLaine, Doug
Cc: Azeff, Greg
Subject: Letter

Hi Doug, I am reviewing the GT letter again and had one question prior to sending it over.

Its with regards to section #13, is there anyway of excluding that particular paragraph?

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

Miranda Spence

From:	MacLaine, Doug <Doug.MacLaine@CIBC.com>
Sent:	April-11-16 3:28 PM
To:	Gary Bodimeade
Cc:	Azeff, Greg; Steve Graff
Subject:	RE: Letter

No.

Douglas MacLaine | **Assistant General Manager | c/o Transit #4782, 244 Parkhill Main Street, P.O. Box 10. Parkhill, ON N0M 2K0 | Tel: 519-294-6466 Fax: 519-294-0259 | E-Mail: doug.maclaine@cibc.com**

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From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Monday, April 11, 2016 1:59 PM
To: MacLaine, Doug
Cc: Azeff, Greg
Subject: Letter

Hi Doug, I am reviewing the GT letter again and had one question prior to sending it over.

Its with regards to section #13, is there anyway of excluding that particular paragraph?

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Monday, April 11, 2016 4:56 PM
To: MacLaine, Doug
Subject: paperwork has been forwarded to my lawyer

Regards

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

Miranda Spence

From:	Steve Graff
Sent:	April-11-16 7:14 PM
To:	Gregory R. Azeff
Subject:	Fw: Letter

Greg;

Is this getting signed tomorrow morning in its initial form or not. Please advise. Thx.

Sent from my BlackBerry 10 smartphone on the TELUS network.

From: MacLaine, Doug <Doug.MacLaine@CIBC.com>
Sent: Monday, April 11, 2016 3:28 PM
To: Gary Bodimeade
Cc: Azeff, Greg; Steve Graff
Subject: RE: Letter

No.

Douglas MacLaine | **Assistant General Manager | c/o Transit #4782, 244 Parkhill Main Street, P.O. Box 10. Parkhill, ON NOM 2K0 | Tel: 519-294-6466 Fax: 519-294-0259 | E-Mail: doug.maclaine@cibc.com**

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From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Monday, April 11, 2016 1:59 PM
To: MacLaine, Doug
Cc: Azeff, Greg
Subject: Letter

Hi Doug, I am reviewing the GT letter again and had one question prior to sending it over.

Its with regards to section #13, is there anyway of excluding that particular paragraph?

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17^{th} year in business"

-----Original Message-----
From: Azeff, Greg [mailto:gazeff@foglers.com]
Sent: Tuesday, April 12, 2016 9:08 AM
To: Steve Graff
Subject: 2016_04_11_16_02_34.pdf

Steve: Please see the attached signature page.

other information gathered by the Consultant to the Lender and its advisors. The Companies further specifically authorize the Lender to divulge any confidential information of the Companies as the Lender deems necessary or desirable in connection with or pursuant to any Court proceeding commenced by or to which the Lender is a party or in connection with the exercise of any of the Lender's remedies against the Companies including, without limitation, enforcing the security held by the Lender or to any potential assignee of the Lender's debt and security.

5. All verbal and written reports provided or issued by the Consultant will be provided or issued solely to the Lender and none of the information, analysis or recommendations provided by the Consultant to the Lender will be disclosed to the Companies except as may be expressly provided in the Engagement Letter. All advice (written or oral) and any modeling, analysis or methodologies given or developed by Consultant for the Bank in connection with the engagement is intended solely for the benefit and use of the Bank. All reports, recommendations and analysis provided by the Consultant to the Lender are confidential and subject to privilege.

6. The Lender and the Consultant shall have no responsibility for the decisions and activities of the Companies. The Consultant will have no management responsibilities with or for the Companies and will not offer advice or direction to, or exercise any control over the business and affairs of the Companies. The Consultant will have no fiduciary duties or other duty of care to the Companies and nothing herein and nothing done pursuant to the engagement will constitute an arrangement, agreement or relationship between the Companies and the Consultant. The Companies will be solely responsible for making all management decisions, performing all management functions and establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities. The Companies shall not hold out to any person that the Consultant is acting other than as a consultant to the Lender for the purpose of reporting and making recommendations to the Lender.

7. All of the terms of the security and guarantees given to the Lender in relation to the credit facilities and indebtedness and liabilities of the Companies to the Lender are and will remain in full force and effect. The engagement of the Consultant shall not waive, prejudice, impair or adversely affect the rights and remedies of the Lender against the Companies or any guarantor whether pursuant to applicable law or any security, guarantees or other agreements the Lender may have or require the Lender to delay in enforcing any of these rights and remedies, nor shall it operate as a waiver by the Lender of any defaults or events of default which may exist in relation to any of the credit facilities of the Companies with the Lender or any security, guarantees or other agreements held by the Lender. Further, the engagement of the Consultant by the Lender is not an act of enforcement of any of the Lender's security and the Companies continue in full possession and control of all of its property, assets and business.

8. The Consultant may obtain legal advice from the Lender's legal advisers relative to this engagement.

COMPANIES' CONSENT AND AGREEMENT

TO: CANADIAN IMPERIAL BANK OF COMMERCE (the "Lender")

AND TO: GRANT THORNTON LIMITED (the "Consultant")

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, 1299746 Ontario Inc. ("Compuquest 2000") & 2252709 Ontario Inc. ("HoldCo") (collectively and individually as the context may require, together with its or their respective subsidiaries, the "Companies") hereby consents and agrees to the appointment of the Consultant as a consultant by the Lender in accordance with the letter of engagement dated March 7, 2016 between the Consultant and the Lender (including the standard terms and conditions or general business terms forming part thereof) (the "Engagement Letter") and acknowledges that they have read and understood the terms and conditions of the Engagement Letter.

The Companies hereby further agree as follows:

1. It will co-operate fully with the Consultant and provide the Consultant with full and unrestricted access to all information concerning the Companies' undertaking, property and affairs in order to carry out this engagement. The Consultant shall have complete and open access to all premises, offices, files and records of every kind and description, including all business, accounting, legal and other records, documents and files, including copies thereof (the "Information") of the Companies. The Consultant may make copies of any and all documents, including electronically stored data and computer records, which the Consultant considers necessary to complete its review.

2. The Companies shall instruct its officers, directors, employees, agents, consultants, bankers, accountants, solicitors and other advisors to co-operate fully with the Consultant including by providing all Information requested by the Consultant that is in their respective possession or control and by answering all questions and providing such analysis and explanations as the Consultant may reasonably request, in each case to the best of their knowledge and ability.

3. It will use reasonable skill, care and attention to ensure that all information provided to the Consultant is accurate and complete and will notify the Consultant if it subsequently learns that the Information provided is incorrect or inaccurate or otherwise should not be relied upon.

4. The Companies irrevocably authorize the Lender to disclose to the Consultant any information the Lender has concerning the Companies, its business and affairs. In addition, the Companies irrevocably authorize the Consultant to report any financial or

9. The Companies hereby agree that it is responsible for and will pay the fees and expenses of the Consultant (including legal costs) related to this engagement and hereby indemnify and agree to save harmless the Lender with respect to all such fees and expenses and authorizes the Lender to debit the Companies' account to cover these costs, including harmonized or goods and services and similar taxes. Any fees paid by the Lender on behalf of the Companies shall be treated as an advance to the Companies, secured by the Lender's security documentation.

10. Neither the Consultant nor the Lender shall have any liability, responsibility or obligation to the Companies, or any persons who have provided guarantees to the Lender, whatsoever, whether in contract, negligence, tort or otherwise, arising out of or in connection with this engagement of the Consultant by the Lender (as it may be amended from time to time).

11. During the course of this engagement the Consultant may collect personal information about identifiable individuals ("Personal Information"), either from the Companies or from third parties but solely for purposes related to its engagement. The Companies agree to obtain such consents or take such other action as may be required under applicable law to permit such collection and use of Personal Information.

12. The Companies confirms and agrees to the terms in the Engagement Letter and to perform the obligations of the Companies provided for thereunder.

13. Companies will indemnify, defend and hold harmless the Consultant, its affiliates and subcontractors and their partners, principals, representatives and personnel (each, an "Indemnified Party" and collectively the "Indemnified Parties") against all costs, fees, expenses, claims, damages and liabilities (including defense costs) associated with any third party claim relating to or arising as a result of the Indemnified Parties' acceptance of or the performance or non-performance of their obligations under the Engagement Letter; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final judgment to have resulted primarily and directly from such Indemnified Party's bad faith or willful misconduct. If any person or entity requests or subpoenas any information or materials related to the Engagement Letter, the Consultant will inform the Companies of such request or subpoena if permitted by law. The Companies agree to reimburse the Consultant for any time and expenses related to the request or subpoena.

By signature of the undersigned signing officer(s), the Companies acknowledge and confirm that it has received no commitment, representation or warranty from the Lender or the Consultant in connection with this engagement, and that the Lender reserves all rights and remedies, including the right to enforce and realize on the security and guarantees it holds as it may consider appropriate in its sole discretion. The Companies further (a) acknowledge having been informed that the Consultant (or one of its affiliates) may be appointed to act as agent, interim receiver, receiver, receiver and manager, CCAA monitor, trustee in bankruptcy, trustee under a Bankruptcy and Insolvency Act proposal of all or any of the undertaking, property and assets of the Companies and (b) agrees that it will not object to the appointment of the Consultant (or any of its affiliates) in any such capacity and that such appointment shall not be a conflict of interest

by virtue of any of the engagements disclosed by the Consultant or the Consultant having been appointed as consultant for the Lender as provided for herein. Further the Companies agree that if any such appointment of the Consultant is made, all Information obtained by the Consultant in the course of the engagement may be used by it in such capacity.

Dated at ____________________, this __________ day of March, 2016.

1299746 Ontario Inc. (o/a "Compuquest 2000")

Per: ______________________________
Signature of authorized signing officer

2252709 Ontario Inc.

Per: ______________________________
Signature of authorized signing officer

Tab W

THIS IS EXHIBIT "W" REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

COMPANIES' CONSENT AND AGREEMENT

TO: CANADIAN IMPERIAL BANK OF COMMERCE (the "Lender")

AND TO: GRANT THORNTON LIMITED (the "Consultant")

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, 1299746 Ontario Inc. ("Compuquest 2000") & 2252709 Ontario Inc. ("HoldCo") (collectively and individually as the context may require, together with its or their respective subsidiaries, the "Companies") hereby consents and agrees to the appointment of the Consultant as a consultant by the Lender in accordance with the letter of engagement dated March 7, 2016 between the Consultant and the Lender (including the standard terms and conditions or general business terms forming part thereof) (the "Engagement Letter") and acknowledges that they have read and understood the terms and conditions of the Engagement Letter.

The Companies hereby further agree as follows:

1. It will co-operate fully with the Consultant and provide the Consultant with full and unrestricted access to all information concerning the Companies' undertaking, property and affairs in order to carry out this engagement. The Consultant shall have complete and open access to all premises, offices, files and records of every kind and description, including all business, accounting, legal and other records, documents and files, including copies thereof (the "Information") of the Companies. The Consultant may make copies of any and all documents, including electronically stored data and computer records, which the Consultant considers necessary to complete its review.

2. The Companies shall instruct its officers, directors, employees, agents, consultants, bankers, accountants, solicitors and other advisors to co-operate fully with the Consultant including by providing all Information requested by the Consultant that is in their respective possession or control and by answering all questions and providing such analysis and explanations as the Consultant may reasonably request, in each case to the best of their knowledge and ability.

3. It will use reasonable skill, care and attention to ensure that all information provided to the Consultant is accurate and complete and will notify the Consultant if it subsequently learns that the Information provided is incorrect or inaccurate or otherwise should not be relied upon.

4. The Companies irrevocably authorize the Lender to disclose to the Consultant any information the Lender has concerning the Companies, its business and affairs. In addition, the Companies irrevocably authorize the Consultant to report any financial or

other information gathered by the Consultant to the Lender and its advisors. The Companies further specifically authorize the Lender to divulge any confidential information of the Companies as the Lender deems necessary or desirable in connection with or pursuant to any Court proceeding commenced by or to which the Lender is a party or in connection with the exercise of any of the Lender's remedies against the Companies including, without limitation, enforcing the security held by the Lender or to any potential assignee of the Lender's debt and security.

5. All verbal and written reports provided or issued by the Consultant will be provided or issued solely to the Lender and none of the information, analysis or recommendations provided by the Consultant to the Lender will be disclosed to the Companies except as may be expressly provided in the Engagement Letter. All advice (written or oral) and any modeling, analysis or methodologies given or developed by Consultant for the Bank in connection with the engagement is intended solely for the benefit and use of the Bank. All reports, recommendations and analysis provided by the Consultant to the Lender are confidential and subject to privilege.

6. The Lender and the Consultant shall have no responsibility for the decisions and activities of the Companies. The Consultant will have no management responsibilities with or for the Companies and will not offer advice or direction to, or exercise any control over the business and affairs of the Companies. The Consultant will have no fiduciary duties or other duty of care to the Companies and nothing herein and nothing done pursuant to the engagement will constitute an arrangement, agreement or relationship between the Companies and the Consultant. The Companies will be solely responsible for making all management decisions, performing all management functions and establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities. The Companies shall not hold out to any person that the Consultant is acting other than as a consultant to the Lender for the purpose of reporting and making recommendations to the Lender.

7. All of the terms of the security and guarantees given to the Lender in relation to the credit facilities and indebtedness and liabilities of the Companies to the Lender are and will remain in full force and effect. The engagement of the Consultant shall not waive, prejudice, impair or adversely affect the rights and remedies of the Lender against the Companies or any guarantor whether pursuant to applicable law or any security, guarantees or other agreements the Lender may have or require the Lender to delay in enforcing any of these rights and remedies, nor shall it operate as a waiver by the Lender of any defaults or events of default which may exist in relation to any of the credit facilities of the Companies with the Lender or any security, guarantees or other agreements held by the Lender. Further, the engagement of the Consultant by the Lender is not an act of enforcement of any of the Lender's security and the Companies continue in full possession and control of all of its property, assets and business.

8. The Consultant may obtain legal advice from the Lender's legal advisers relative to this engagement.

9. The Companies hereby agree that it is responsible for and will pay the fees and expenses of the Consultant (including legal costs) related to this engagement and hereby indemnify and agree to save harmless the Lender with respect to all such fees and expenses and authorizes the Lender to debit the Companies' account to cover these costs, including harmonized or goods and services and similar taxes. Any fees paid by the Lender on behalf of the Companies shall be treated as an advance to the Companies, secured by the Lender's security documentation.

10. Neither the Consultant nor the Lender shall have any liability, responsibility or obligation to the Companies, or any persons who have provided guarantees to the Lender, whatsoever, whether in contract, negligence, tort or otherwise, arising out of or in connection with this engagement of the Consultant by the Lender (as it may be amended from time to time).

11. During the course of this engagement the Consultant may collect personal information about identifiable individuals ("Personal Information"), either from the Companies or from third parties but solely for purposes related to its engagement. The Companies agree to obtain such consents or take such other action as may be required under applicable law to permit such collection and use of Personal Information.

12. The Companies confirms and agrees to the terms in the Engagement Letter and to perform the obligations of the Companies provided for thereunder.

13. Companies will indemnify, defend and hold harmless the Consultant, its affiliates and subcontractors and their partners, principals, representatives and personnel (each, an "Indemnified Party" and collectively the "Indemnified Parties") against all costs, fees, expenses, claims, damages and liabilities (including defense costs) associated with any third party claim relating to or arising as a result of the Indemnified Parties' acceptance of or the performance or non-performance of their obligations under the Engagement Letter; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final judgment to have resulted primarily and directly from such Indemnified Party's bad faith or willful misconduct. If any person or entity requests or subpoenas any information or materials related to the Engagement Letter, the Consultant will inform the Companies of such request or subpoena if permitted by law. The Companies agree to reimburse the Consultant for any time and expenses related to the request or subpoena.

By signature of the undersigned signing officer(s), the Companies acknowledge and confirm that it has received no commitment, representation or warranty from the Lender or the Consultant in connection with this engagement, and that the Lender reserves all rights and remedies, including the right to enforce and realize on the security and guarantees it holds as it may consider appropriate in its sole discretion. The Companies further (a) acknowledge having been informed that the Consultant (or one of its affiliates) may be appointed to act as agent, interim receiver, receiver, receiver and manager, CCAA monitor, trustee in bankruptcy, trustee under a Bankruptcy and Insolvency Act proposal of all or any of the undertaking, property and assets of the Companies and (b) agrees that it will not object to the appointment of the Consultant (or any of its affiliates) in any such capacity and that such appointment shall not be a conflict of interest

by virtue of any of the engagements disclosed by the Consultant or the Consultant having been appointed as consultant for the Lender as provided for herein. Further the Companies agree that if any such appointment of the Consultant is made, all Information obtained by the Consultant in the course of the engagement may be used by it in such capacity.

Dated at ____________________, this __________ day of March, 2016.

1299746 Ontario Inc. (o/a "Compuquest 2000")

Per: ________________________________
Signature of authorized signing officer

2252709 Ontario Inc.

Per: ________________________________
Signature of authorized signing officer

Tab X

THIS IS **EXHIBIT "X"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

Miranda Spence

From: Krieger, Jonathan <Jonathan.Krieger@ca.gt.com>
Sent: April-12-16 12:03 PM
To: garyb@compuquest2000.com
Cc: Oros, Jan; gazeff@foglers.com
Subject: 1299746 - Compuquest

Gary,
By way of introduction, I am a Sr. VP with Grant Thornton Limited, who has been appointed as financial advisor by CIBC in respect of the above captioned matter. They have provided me your contact details. A manager with my team, Jan Oros, is copied. We would like to arrange to meet you and your accountant at the Company's premises to discuss the business, have a plant tour and discuss next steps. Can you please confirm your availability either tomorrow or Thursday afternoon?

Regards,
Jon

Sent from my iPhone

Sent from my iPhone

Tab Y

THIS IS EXHIBIT "Y" REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

Miranda Spence

From:	Krieger, Jonathan <Jonathan.Krieger@ca.gt.com>
Sent:	April-12-16 5:28 PM
To:	Gary Bodimeade
Cc:	Oros, Jan; gazeff@foglers.com
Subject:	RE: 1299746 - Compuquest

Hi Gary,
Were you able to confirm a plan with Alan? We are trying to be as efficient as possible, so the sooner we can meet, it would be helpful. Thursday is the best timing for us now, but tomorrow can still work too. Please confirm.

Thanks,
Jon

-----Original Message-----
From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Tuesday, April 12, 2016 12:13 PM
To: Krieger, Jonathan
Cc: Oros, Jan; gazeff@foglers.com
Subject: RE: 1299746 - Compuquest

HI Jonathon,

Thanks for the introduction, I will reach out to Alan Hogan and advise availability.

Thank you

-----Original Message-----
From: Krieger, Jonathan [mailto:Jonathan.Krieger@ca.gt.com]
Sent: Tuesday, April 12, 2016 12:03 PM
To: garyb@compuquest2000.com
Cc: Oros, Jan <Jan.Oros@ca.gt.com>; gazeff@foglers.com
Subject: 1299746 - Compuquest

Gary,
By way of introduction, I am a Sr. VP with Grant Thornton Limited, who has been appointed as financial advisor by CIBC in respect of the above captioned matter. They have provided me your contact details. A manager with my team, Jan Oros, is copied. We would like to arrange to meet you and your accountant at the Company's premises to discuss the business, have a plant tour and discuss next steps. Can you please confirm your availability either tomorrow or Thursday afternoon?

Regards,
Jon

Sent from my iPhone

Sent from my iPhone

Disclaimer: This email is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing or other use of this email by persons or entities other than the addressee is prohibited.
If you have received this email in error, please contact the sender immediately and delete the material from any computer.

Miranda Spence

From: Krieger, Jonathan <Jonathan.Krieger@ca.gt.com>
Sent: April-14-16 12:19 AM
To: Gary Bodimeade
Cc: Azeff, Greg; Oros, Jan
Subject: Re: Grant Thorton

Gary,
Please arrange for us to attend at the premises first thing on Friday morning. Notwithstanding Alan isn't available this week, please provide us as soon as possible (and in advance of our Friday visit) a copy of your most recent detailed account receivable, inventory and accounts payable lists. There will be further information required later, but these three are the immediate requirements for our review.

Thanks,
Jon

Sent from my iPhone

On Apr 13, 2016, at 1:38 PM, Gary Bodimeade <garyb@compuquest2000.com> wrote:

> Please see below,
>
> If you would like to come in and see the building/operation you are more than free to do so. I unfortunately have to go to a wake tomorrow and Friday my daughter has a dance competition but I can ask Scott to show you around anytime? (Thursday he will be with me at the wake) In the interim I planned on trying to get some work caught up, if there is anything you need ASAP I can try to accommodate the best I can without Alan's assistance?
>
> Please let me know
>
> **From:** Alan Hogan [mailto:alan.hogan@on.aibn.com]
> **Sent:** Wednesday, April 13, 2016 1:07 PM
> **To:** 'Gary Bodimeade' <garyb@compuquest2000.com>
> **Subject:** RE: Grant Thorton
>
> HI Gary,
>
> Unfortunately at this time of year to get away from the office is extremely difficult. Currently the first opening would be the week of April 25th, however with it being the last week of tax season it would be even more difficult to get away. Lets talk next week. IF they want to come in and look around the building they do not need me to be there for that.
>
> As for the reporting in covarity I can usually get it entered fairly quickly once I have the reports. Do you know if I will need to do the calculations on the numbers to ensure that it is done correctly?
>
> Thanks, Alan

From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Wednesday, April 13, 2016 10:16 AM
To: Alan Hogan
Cc: gazeff@foglers.com
Subject: Grant Thorton

Alan,

I left a couple of messages yester with regards to a meeting with Grant Thornton, they would like to come in tomorrow which will not work for me as I just found out this am I have a wake for Lisa Young tomorrow afternoon.

Can you please check your schedule and get back to me ASAP as I would like to move this along.

In addition, I forwarded an email from Doug McClain with regards to some reporting that is due, can you please let me know how fast you can get that taken care off, please

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17^{th} year in business"

Tab Z

THIS IS **EXHIBIT "Z"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

Miranda Spence

From: Krieger, Jonathan <Jonathan.Krieger@ca.gt.com>
Sent: April-18-16 3:55 PM
To: Gary Bodimeade
Cc: Alan Hogan; Oros, Jan
Subject: Compuquest

Hi Gary,

We will require the following preliminary documents as soon as possible:

1. Current detailed aged accounts receivable list (previously requested)
2. Current detailed aged inventory list (previously requested)
3. Current aged A/P list (previously requested)
4. Last filed tax return for each company and Notice of Assessment
5. External financial statements for each of the companies subject to our appointment
6. Interim financial statements for first three months of 2016
7. Last HST return for each company
8. Statement of Account from CRA on status of taxes paid
9. Details of the leases to tenants on the building and copies of the leases
10. Any appraisals on the building and equipment
11. Details of any litigation where the companies are acting as either a plaintiff or defendant
12. Confirmation of payroll remittances for employees
13. List of employees and position
14. Details of leases of vehicles/equipment and copies of the leases
15. Cash flows for each of the companies over the next three months
16. List of any bank accounts or investments held outside of CIBC
17. Copies of any supply or customer contracts or master agreements

While there are some items on the list which may take some time to compile, please provide the A/R, inventory and A/P information as an urgency. Thank you for your assistance. Please copy my associate Jan Oros on any information forwarded.

Jon

From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Monday, April 18, 2016 12:36 PM
To: Krieger, Jonathan
Cc: Alan Hogan
Subject: Reports

Hi Jonathon,

I was in the office yesterday getting some paper work caught up, I should be able to provide the requested documents by tomorrow at the latest. Please let me know if there is anything else you require?

Thank you

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

Tab AA

THIS IS **EXHIBIT "AA"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Wednesday, April 20, 2016 3:12 PM
To: Krieger, Jonathan
Cc: Oros, Jan; Azeff, Greg
Subject: RE: Compuquest

Hi Jonathan,

I was told by my legal counsel yesterday not to provide any information until he gets back to me. I'm not sure what's going on but I received another letter from CIBC yesterday and I guess he is trying to get clarification? I have been trying to get a hold of him today and have not heard anything else at this point. Sorry I am not trying to be difficult in anyway...

I was told to have you contact him for any information, sorry

From: Krieger, Jonathan [mailto:Jonathan.Krieger@ca.gt.com]
Sent: Wednesday, April 20, 2016 3:06 PM
To: Gary Bodimeade <garyb@compuquest2000.com>
Cc: Oros, Jan <Jan.Oros@ca.gt.com>
Subject: RE: Compuquest

Hi Gary,

Just following up - Any information to provide today? Your earlier email said we would have information by yesterday at the latest.

Thanks,
Jon

From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Tuesday, April 19, 2016 2:02 PM
To: Krieger, Jonathan
Subject: RE: Compuquest

Yes sir, I am working diligently on them as we speak.

Will keep you posted..

From: Krieger, Jonathan [mailto:Jonathan.Krieger@ca.gt.com]
Sent: Tuesday, April 19, 2016 1:56 PM

To: Gary Bodimeade <garyb@compuquest2000.com>
Cc: Alan Hogan <alan.hogan@on.aibn.com>; Oros, Jan <Jan.Oros@ca.gt.com>
Subject: RE: Compuquest

We will follow up with CIBC, but please work on getting us everything else on the list asap.

From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Tuesday, April 19, 2016 11:38 AM
To: Krieger, Jonathan
Cc: Alan Hogan
Subject: RE: Compuquest

Hi Jonathon,

In order to try to expedite the below requests, CIBC should already have a pile of the information that you requested..

Please see below:

From: Krieger, Jonathan [mailto:Jonathan.Krieger@ca.gt.com]
Sent: Monday, April 18, 2016 3:55 PM
To: Gary Bodimeade <garyb@compuquest2000.com>
Cc: Alan Hogan <alan.hogan@on.aibn.com>; Oros, Jan <Jan.Oros@ca.gt.com>
Subject: Compuquest

Hi Gary,

We will require the following preliminary documents as soon as possible:

1. Current detailed aged accounts receivable list (previously requested)
2. Current detailed aged inventory list (previously requested)
3. Current aged A/P list (previously requested)
4. Last filed tax return for each company and Notice of Assessment
5. External financial statements for each of the companies subject to our appointment – should have
6. Interim financial statements for first three months of 2016
7. Last HST return for each company
8. Statement of Account from CRA on status of taxes paid
9. Details of the leases to tenants on the building and copies of the leases – provided to the bank 2 months ago
10. Any appraisals on the building and equipment – Bank did an appraisal in March of 2015
11. Details of any litigation where the companies are acting as either a plaintiff or defendant
12. Confirmation of payroll remittances for employees
13. List of employees and position
14. Details of leases of vehicles/equipment and copies of the leases
15. Cash flows for each of the companies over the next three months
16. List of any bank accounts or investments held outside of CIBC
17. Copies of any supply or customer contracts or master agreements

While there are some items on the list which may take some time to compile, please provide the A/R, inventory and A/P information as an urgency. Thank you for your assistance. Please copy my associate Jan Oros on any information forwarded.

Jon

From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Monday, April 18, 2016 12:36 PM
To: Krieger, Jonathan
Cc: Alan Hogan
Subject: Reports

Hi Jonathon,

I was in the office yesterday getting some paper work caught up, I should be able to provide the requested documents by tomorrow at the latest. Please let me know if there is anything else you require?

Thank you

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

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Tab BB

THIS IS **EXHIBIT "BB"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

Miranda Spence

From: Krieger, Jonathan <Jonathan.Krieger@ca.gt.com>
Sent: April-21-16 2:37 PM
To: Gary Bodimeade
Cc: Oros, Jan; Azeff, Greg; Alan Hogan
Subject: RE: Current Employee list

Gary,
Can you please send you're A/R, A/P and inventory list asap. We have been waiting for these docs for close to two weeks.

From: Gary Bodimeade [mailto:garyb@compuquest2000.com]
Sent: Thursday, April 21, 2016 1:52 PM
To: Krieger, Jonathan
Cc: Oros, Jan; Azeff, Greg; Alan Hogan
Subject: Current Employee list

Gary Bodimeade – President

Aimee Bodimeade – Secretary

Matt Cowley – Operations

Jonard Vasquez – Laid off

Valery Samms – Laid off

Reizel Santiago – Laid off

Tim Tutton – Laid off

All ops staff but one were laid off last week due to the lack of incoming shipments inability to re-assure my suppliers that the bank for now is still allowing me to operate and that any payments would be cleared as 4 payments with funds present were returned to various suppliers for un-know reasons in the past.

Again, not trying to be confrontational of disrespectful in any way but it's the reality of what's transpired over the last 3 months

Gary Bodimeade

CQ2K

1935 Silicone Drive

Pickering, Ontario, Canada

Email: garyb@compuquest2000.com

Im: garyb@compuquest2000.com

"Celebrating our 17th year in business"

Tab CC

THIS IS **EXHIBIT "CC"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

COMPUQUEST2000
A/R Aging Summary (Values in Home Currency)
As of April 26, 2016

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
ADAM LYE	0.00	0.00	0.00	0.00	350.30	350.30
ASBEGUARD EQUIPMENT INC	0.00	2,441.93	0.00	0.00	0.00	2,441.93
BATTLEFIELD EQUIPMENT RENTALS -	0.00	0.00	95,094.07	0.00	0.00	95,094.07
CDI COMPUTERS- CDN	0.00	0.00	14,746.50	0.00	0.00	14,746.50
CNB COMPUTERS	0.00	10,000.00	0.00	0.00	0.00	10,000.00
COMPUGEN FINANCE INC	0.00	0.00	0.00	0.00	-514.15	-514.15
COSMO COMPUTECH INC	0.00	8,532.63	0.00	0.00	0.00	8,532.63
DONALD HAMILTON -	0.00	0.00	0.00	0.00	2,041.71	2,041.71
KM PARTS	0.00	0.00	0.00	395.50	0.00	395.50
LEV CARGO	0.00	0.00	9,250.00	0.00	0.00	9,250.00
MK TRADING	0.00	0.00	0.00	0.00	-5,054.00	-5,054.00
NORFOAM -	0.00	3,612.42	0.00	0.00	0.00	3,612.42
NORRIS -	0.00	0.00	24,495.68	0.00	0.00	24,495.68
SOLERA	0.00	0.00	339.00	0.00	0.00	339.00
SUNTERA	0.00	0.00	0.00	0.00	250.00	250.00
TECHDATA	0.00	26,198.54	0.00	0.00	0.00	26,198.54
TECHDATA-US	88,467.70	0.00	0.00	0.00	2.00	88,469.70
VENTURE	0.00	0.00	1,128.87	0.00	0.00	1,128.87
WALK IN	0.00	0.00	553.69	0.00	0.00	553.69
TOTAL	88,467.70	50,785.52	145,607.81	395.50	-2,924.14	282,332.39

COMPUQUEST2000
A/R Aging Summary (Values in Home Currency)
As of March 31, 2016

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
-CANADA COMPUTERS	0.00	0.00	79,100.00	0.00	0.00	79,100.00
ADAM LYE	0.00	0.00	0.00	350.30	0.00	350.30
ASBEGUARD EQUIPMENT INC	0.00	2,465.72	0.00	0.00	0.00	2,465.72
BATTLEFIELD EQUIPMENT RENTALS -	0.00	95,094.07	0.00	0.00	0.00	95,094.07
CANADA COMPUTERS	0.00	59,986.05	0.00	0.00	0.00	59,986.05
CANADA SERVER STORE	0.00	19,356.43	0.00	0.00	0.00	19,356.43
CDI COMPUTERS	0.00	92,812.55	0.00	0.00	0.00	92,812.55
CDI COMPUTERS- CDN	0.00	14,746.50	0.00	0.00	0.00	14,746.50
CNB COMPUTERS	0.00	168,143.50	0.00	0.40	0.00	168,143.90
COMPUGEN FINANCE INC	0.00	0.00	0.00	0.00	-514.15	-514.15
COMSOURCE	0.00	23,306.25	0.00	0.00	0.00	23,306.25
DONALD HAMILTON -	0.00	0.00	0.00	0.00	2,041.71	2,041.71
EVEN-FLOW-USD	0.00	1,808.00	21,475.65	0.00	0.00	23,283.65
KM PARTS	0.00	0.00	395.50	0.00	0.00	395.50
LEV CARGO	0.00	9,250.00	0.00	0.00	0.00	9,250.00
MK TRADING	0.00	13,786.00	0.00	0.00	-5,054.00	8,732.00
NORFOAM -	0.00	3,612.42	0.00	0.00	0.00	3,612.42
NORRIS -	0.00	24,495.68	0.00	0.00	0.00	24,495.68
SOLERA	0.00	339.00	0.00	0.00	0.00	339.00
SUNTERA	0.00	0.00	2,373.00	0.00	250.00	2,623.00
SUNTERA-US	0.00	0.00	67,500.00	0.00	0.00	67,500.00
TECHDATA	24,470.15	173,666.31	0.00	0.00	0.00	198,136.46
TECHDATA-US	0.00	0.00	0.00	0.00	2.00	2.00
TECHWRECKERS INC	0.00	2,102.37	0.00	0.00	0.00	2,102.37
VENTURE	0.00	1,128.87	0.00	0.00	0.00	1,128.87
WALK IN	0.00	553.69	0.00	0.00	0.00	553.69
WINTRONIC COMPUTER PLUS - US	0.00	0.00	34,521.50	0.00	0.00	34,521.50
XDS ELECTRONICS	0.00	16,246.01	15,569.24	0.00	0.00	31,815.25
TOTAL	24,470.15	722,899.42	220,934.89	350.70	-3,274.44	965,380.72

Tab DD

THIS IS **EXHIBIT "DD"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

COMPUQUEST2000

A/R Aging Summary (Values in Home Currency)

As of December 31, 2015

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL		exchange	total
ASBEGUARD EQUIPMENT INC	0.00	0.00	2,441.93	-2,441.93	0.00	0.00			
AST	0.00	0.00	0.00	0.00	0.50	0.50			
CANADA COMPUTERS	0.00	291,285.75	156,934.40	0.00	0.00	448,220.15			
CDI COMPUTERS	0.00	194,817.65	180,110.70	0.00	0.00	374,928.35	0.3	112478.51	487,406.86
CNB COMPUTERS	0.00	78,433.30	0.40	0.00	0.00	78,433.70	0.3	23530.11	101,963.81
COMPUGEN FINANCE INC	0.00	8,136.00	17,162.85	0.00	-514.15	24,784.70			
DONALD HAMILTON -	0.00	2,041.71	0.00	0.00	0.00	2,041.71			
EVEN-FLOW	0.00	1,073.50	0.00	0.00	0.00	1,073.50			
JB MICRO INC	0.00	13,200.00	0.00	0.00	0.00	13,200.00	0.3	3960	17,160.00
KM PARTS	0.00	0.00	632.80	0.00	0.00	632.80			
MADE TECHNOLOGY LLC	0.00	798,420.00	0.00	0.00	0.00	798,420.00	0.3	239526	1,037,946.00
MK TRADING	0.00	0.00	167,162.00	-5,054.00	0.00	162,108.00	0.3	48632.4	210,740.40
NORRIS -	81,875.00	272,026.00	0.00	0.00	0.00	353,901.00	0.3	106170.3	460,071.30
SENTONLI TECHNOLOGY	0.00	0.00	152,130.00	0.00	0.00	152,130.00	0.3	45639	197,769.00
SUNTERA	0.00	0.00	0.00	250.00	0.00	250.00			
SUNTERA-US	0.00	0.00	0.00	46,218.23	0.00	46,218.23	0.3	13865.469	60,083.70
TECHDATA	0.00	72,207.00	162,548.24	0.00	0.00	234,755.24			
TECHDATA-US	0.00	33,563.26	55,070.45	0.00	0.00	88,633.71	0.3	26590.113	115,223.82
TECHWRECKERS INC	0.00	5,546.04	0.00	0.00	0.00	5,546.04			
TWELEVE ELECTRONICS	0.00	0.00	94,088.00	0.00	0.00	94,088.00	0.3	28226.4	122,314.40
XDS ELECTRONICS	0.00	10,893.20	3,237.45	0.00	0.00	14,130.65			
TOTAL	81,875.00	1,781,643.41	991,519.22	38,972.30	-513.65	2,893,496.28		648,618.30	2,810,679.29
RED = USD									
INSURED									
EXCHANGE						648,618.30			
TOTAL RECEIVABLES						3,542,114.58			
INSURED				1,761,127.96	0.9	923,321.00			
NON- INSURED				1,780,986.62	0.75	1,892,634.05			
						2,815,955.05			
Less Payables						315505.42			
MARGIN						[redacted]			

COMPUQUEST2000
A/P Aging Summary (Values in Home Currency)
As of December 31, 2015

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL		
BATTLEFIELD EQUIPMENT RENTALS	0.00	275.20	0.00	2,834.21	0.00	3,109.41		
BEE SAFE AND LOCK	0.00	646.87	0.00	0.00	308.38	955.25		
BELL-FAX	0.00	206.48	0.00	0.00	0.00	206.48		
BELL - INTERNET	0.00	125.05	0.00	0.00	0.00	125.05		
CULLIGAN WATER COND BARRIE LTD	0.00	407.99	0.00	101.29	321.83	831.11		
ENBRIDGE	0.00	554.02	0.00	0.00	-872.73	-318.71		
EXTREME COMMERCIAL MECHANICAL	0.00	431.72	0.00	0.00	0.00	431.72		
FED-EX	0.00	0.00	0.00	0.00	406.53	406.53		
GFL	0.00	1,178.01	0.00	352.66	0.00	1,530.67		
GRAYS	0.00	0.00	0.00	634.86	634.75	1,269.61		
NORRIS SYSTEMS	189,058.00	0.00	0.00	0.00	0.00	189,058.00	0.3	56717.4
NT LLC	5,950.00	0.00	0.00	0.00	0.00	5,950.00	0.3	1785
PARKWWOOD AND CAVANAUGH	0.00	0.00	24,755.00	0.00	0.00	24,755.00		
PARKWWOOD AND CAVANAUGH-US	0.00	914.12	0.00	0.00	1,680.62	2,594.74	0.3	778.42
PETRO CANADA SUPERPASS	0.00	425.51	0.00	0.00	0.00	425.51		
ROGERS	0.00	383.32	0.00	0.00	194.60	577.92		
THYSSENKRUPP	0.00	1,514.86	0.00	4,456.28	0.00	5,971.14		
TORONTO COMPUTER HELP	0.00	0.00	0.00	0.00	282.50	282.50		
TRANS-ONTARIO EXPRESS	0.00	142.75	0.00	43.15	0.00	185.90		
TRINITY FIRE PROTECTION INC	0.00	655.40	0.00	0.00	0.00	655.40		
ULINE	0.00	1,364.62	0.00	0.00	-569.52	795.10		
UPS BROKERAGE	0.00	0.00	0.00	0.00	5.18	5.18		
VANGUARD	0.00	4,340.00	0.00	5,269.00	425.25	10,034.25		
VERIDIAN	0.00	3,888.65	0.00	1,975.00	0.00	5,863.65		
VERIDIAN SYSTEMS	0.00	523.19	0.00	0.00	0.00	523.19		
TOTAL	195,008.00	17,977.76	24,755.00	15,666.45	2,817.39	256,224.60		59280.82
EXCHANGE						59280.82		
TOTAL						315505.42		

Tab EE

THIS IS **EXHIBIT "EE"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

REVOLVING LINE OF CREDIT

$1,500,000.00 Caryville, TN

December 31, 2015

FOR VALUE RECEIVED, Dean Salem and Norris Technologies, LLC ("LENDER") agrees to provide a Revolving Line of Credit ("RLOC") to Gary Bodimeade and Compuquest 2000 ("BORROWER") in cash and computer related equipment in an amount up to One Million Five Hundred Thousand Dollars ($1,500,000.00). BORROWER and LENDER acknowledge that this RLOC was originally established in January 2011. This document serves to formalize the agreement and establish BORROWERS collateral pledged as LENDERS security. BORROWER hereby promises to pay to LENDER all outstanding balances on the RLOC until paid in full ($0 Balance), payable upon demand no later than December 31, 2016.

BORROWER agrees to secure his obligation to pay this RLOC with any and all of the equity available in the following properties and assets:

Asset / Property	1st Mortgage (C$)	END DATE (est)	ORIG PRICE	Currency	MONTLY PMT	PROJECTED SALE VALUE
SPORT CHASSIS	75,775.23	6/1/2017	176,095.00	USD	2,423.44	105,000.00
PEGASUS	31,727.92	10/1/2017	84,737.00	USD	1,623.54	42,000.00
KING AIRE	361,909.52	3/1/2018	913,000.00	USD	9,488.07	550,000.00
GREYHAWK	55,192.91	3/1/2018	85,000.00	USD	1,985.35	103,000.00
1935 Silicone Dr, Pickering, ON L1W3V7	3,200,000.00	1/1/2038	3,200,000.00	CD$	19,600.00	3,900,000.00
7472 Ashburn Rd, Whitby, ON L1M2E8	1,000,000.00	1/1/2020		CD$	3,860.00	3,100,000.00

BORROWER certifies that all assets are part of a marital estate and that BORROWER is 50% owner of said properties and assets. The estimated value of the properties and assets as of December 31, 2015 is as stated above. BORROWER further certifies that no additional loans, mortgages, or encumbrances exist or will be leveraged against the equity on the above referenced properties and assets until this RLOC is paid in full. BORROWER agrees to, at BORROWERS expense, legally formalize in Canada LENDER in the 2nd security position on all properties and assets. In addition, BORROWER agrees to pay any and all proceeds from the sale of any of the above assets (minus the first position lender encumbrance) to LENDER until this RLOC is paid in full.

BORROWER guarantees this RLOC both personally and with all business inventory and assets owned by Compuquest 2000. BORROWER shall have the right to pay the principal and any accrued interest, in whole or in part, at any time without penalty. LENDER will provide weekly or upon request an updated accounting showing the outstanding balance of the RLOC. BORROWER will provide to LENDER upon request at any time a full set of financials and tax returns for both Gary Bodimeade and Compuquest 2000. BORROWER will provide to LENDER upon request at any time an updated list of properties and assets. BORROWER agrees and approves any accounting professional responsible for financials, tax returns, and asset lists for both Gary Bodimeade and Compuquest 2000 to release, discuss, and answer any inquiries regarding any and all financial reports, tax returns, and asset lists directly to / with LENDER.

LENDER may, at its sole discretion, renew this RLOC upon expiration. At any time, LENDER may terminate this RLOC. All outstanding balances are due and payable immediately upon termination.

BORROWER agrees to pay the expenses or costs incurred in any attempt to collect the amounts due pursuant to this RLOC. The parties further agree that if any legal action is necessary to enforce this RLOC, any attorney's fees that are accrued in the enforcement of this RLOC shall be recoverable by the prevailing party in any legal proceeding that is initiated to enforce the terms of this RLOC. This provision is applicable to the entire RLOC.

The parties agree that jurisdiction and venue to resolve any disputes arising out of this RLOC shall be in Campbell County, Tennessee.

BORROWER ACKNOWLEDGES AND AGREES THAT THE FOREGOING PROVISIONS HAVE BEEN READ AND ACCEPTED.

Dated: December 31, 2015

GARY BODIMEADE, BORROWER

STATE OF TENNESSEE
COUNTY OF Campbell

Sworn to and subscribed before me this 31st day of Dec., 2015.

[notary's signature & seal]

My commission expires: 3/30/19

REID TROUTMAN
STATE OF TENNESSEE NOTARY PUBLIC
CAMPBELL COUNTY

Dated: December 31, 2015

DEAN SALEM, LENDER

STATE OF TENNESSEE
COUNTY OF Campbell

Sworn to and subscribed before me this 31st day of Dec., 2015.

[notary's signature & seal]

My commission expires: 3/30/19

REID TROUTMAN
STATE OF TENNESSEE NOTARY PUBLIC
CAMPBELL COUNTY

Tab FF

THIS IS EXHIBIT "FF" REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

REVOLVING LINE OF CREDIT

$1,500,000.00 Caryville, TN

December 31, 2015

FOR VALUE RECEIVED, Dean Salem and Norris Technologies, LLC ("LENDER") agrees to provide a Revolving Line of Credit ("RLOC") to Aimee Bodimeade and Compuquest 2000 ("BORROWER") in cash and computer related equipment in an amount up to One Million Five Hundred Thousand Dollars ($1,500,000.00). BORROWER and LENDER acknowledge that this RLOC was originally established in January 2011. This document serves to formalize the agreement and establish BORROWERS collateral pledged as LENDER's security. BORROWER hereby promises to pay to LENDER all outstanding balances on the RLOC until paid in full ($0 Balance), payable upon demand no later than December 31, 2016.

BORROWER agrees to secure ~~his~~ her obligation to pay this RLOC with any and all of the equity available in the following properties and assets:

Asset / Property	1st Mortgage (C$)	END DATE (est)	ORIG PRICE	Currency	MONTLY PMT	PROJECTED SALE VALUE
SPORT CHASSIS	75,775.23	6/1/2017	176,095.00	USD	2,423.44	105,000.00
PEGASUS	31,727.92	10/1/2017	84,737.00	USD	1,623.54	42,000.00
~~KING AIRE~~	~~361,909.52~~	~~3/1/2018~~	~~913,000.00~~	~~USD~~	~~9,488.07~~	~~550,000.00~~
GREYHAWK	55,192.91	3/1/2018	85,000.00	USD	1,985.35	103,000.00
1935 Silicone Dr, Pickering, ON L1W3V7	3,200,000.00	1/1/2038	3,200,000.00	CD$	19,600.00	3,900,000.00
7472 Ashburn Rd, Whitby, ON L1M2E8	1,000,000.00	1/1/2020		CD$	3,860.00	3,100,000.00

BORROWER certifies that all assets are part of a marital estate and that BORROWER is 50% owner of said properties and assets. The estimated value of the properties and assets as of December 31, 2015 is as stated above. Regarding the property at 7472 Ashburn Rd, BORROWER commits and LENDER accepts a maximum collateral of CDN ~~US~~$1,000,000.00 on BORROWER's behalf. All other assets listed are collateralized at their full value less the 1st mortgage or lien. BORROWER further certifies that no additional loans, mortgages, or encumbrances exist or will be leveraged against the equity on the above referenced properties and assets until this RLOC is paid in full. BORROWER agrees to, at BORROWERS expense, legally formalize in Canada LENDER in the 2nd security position on all properties and assets. In addition, BORROWER agrees to pay any and all proceeds from the sale of any of the above assets (minus the first position lender encumbrance) to LENDER until this RLOC is paid in full.

BORROWER guarantees this RLOC ~~both personally and~~ with all business inventory and assets owned by Compuquest 2000. BORROWER shall have the right to pay the principal and any accrued interest, in whole or in part, at any time without penalty. LENDER will provide weekly or upon request an updated accounting showing the outstanding balance of the RLOC. BORROWER will provide to LENDER upon request at any time a full set of financials and tax returns for both Aimee Bodimeade and Compuquest 2000. BORROWER will provide to LENDER upon request at any time an updated list of properties and assets. BORROWER agrees and approves any accounting professional responsible for financials, tax returns, and asset lists for both Aimee Bodimeade and Compuquest 2000 to release, discuss, and answer any inquiries regarding any and all financial reports, tax returns, and asset lists directly to / with LENDER.

LENDER may, at its sole discretion, renew this RLOC upon expiration. At any time, LENDER may terminate this RLOC. All outstanding balances are due and payable immediately upon termination.

BORROWER agrees to pay the expenses or costs incurred in any attempt to collect the amounts due pursuant to this RLOC. The parties further agree that if any legal action is necessary to enforce this RLOC, any attorney's fees that are accrued in the enforcement of this RLOC shall be recoverable by the prevailing party in any legal proceeding that is initiated to enforce the terms of this RLOC. This provision is applicable to the entire RLOC.

The parties agree that jurisdiction and venue to resolve any disputes arising out of this RLOC shall be in Campbell County, Tennessee.

BORROWER ACKNOWLEDGES AND AGREES THAT THE FOREGOING PROVISIONS HAVE BEEN READ AND ACCEPTED.

Dated: ~~December 31, 2015~~ MARCH 3, 2016

AIMEE BODIMEADE, BORROWER

~~STATE OF TENNESSEE~~ REGION OF DURHAM
~~COUNTY OF~~ PROVINCE OF ONTARIO. ______________

Sworn to and subscribed before me this 3RD day of MARCH, 2016. ______________

[notary's signature & seal]

ANDREA ROBERTSON

My commission expires: ______________

Dated: December 31, 2015

DEAN SALEM, LENDER

STATE OF TENNESSEE
COUNTY OF ______________

Sworn to and subscribed before me this ______ day of ______________, 20____. ______________

[notary's signature & seal]

My commission expires: ______________

Tab GG

THIS IS **EXHIBIT "GG"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

Steven L. Graff
Direct: 416.865.7726
Email: sgraff@airdberlis.com

March 24, 2016

VIA COURIER

1299746 Ontario Inc.
1935 Silicone Drive,
Pickering, Ontario L1W 3V7

Attention: Gary Bodimeade

Dear Sir:

Re: Canadian Imperial Bank of Commerce ("CIBC") loans to 1299746 Ontario Inc.

We are the lawyers for CIBC in connection with its lending arrangements with 1299746 Ontario Inc. (the "**Debtor**"). The Debtor is indebted to CIBC with respect to certain credit facilities granted by CIBC pursuant to and under the terms of a letter credit agreement dated March 3, 2015, made among CIBC and the Debtor (the "**Credit Agreement**").

The following amounts are owing by the Debtor for principal and interest pursuant to the Credit Agreement as at March 23, 2016:

Credit Facility	**Total**
Operating Overdraft	
Principal:	Cdn$1,734,080.35
Interest to date:	$3,901.26
Total outstanding:	**Cdn$1,737,981.61**
Per diem: $199.54	
Term Loan	
Principal:	Cdn$3,101,246.09
Interest to date:	$10,053.21
Total outstanding:	**Cdn $3,111,299.30**
Per diem: $330.52	
Corporate Classic Visa	
Balance:	**Cdn$9,931.71**
Total outstanding:	
Per diem: $5.71	
Total Indebtedness	**Cdn$4,859,212.62**

On behalf of CIBC, we hereby make formal demand for payment of Cdn$4,859.212.62, together with interest and all costs and expenses (including legal expenses) incurred by

CIBC (collectively, the "**Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Credit Agreement, as applicable.

The Indebtedness is secured by, among other things, a general security agreement dated November 21, 2008, granted by the Debtor in favour of CIBC (the "**Security Agreement**").

The Security Agreement grants CIBC, among other things, a security interest in any and all of the Debtor's property, assets and undertaking.

If payment of the Indebtedness is not received immediately, CIBC shall take whatever steps it may consider necessary or appropriate to recover the amounts owed to it, including, without limitation, the appointment of a receiver or receiver and manager of the Debtor, in which case we will also be seeking all costs incurred in doing so.

On behalf of CIBC, we enclose a Notice of Intention to Enforce Security delivered pursuant to the *Bankruptcy and Insolvency Act*, subsection 244(1) (the "**BIA Notice**").

CIBC hereby reserves its rights to initiate proceedings within the ten day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

Yours very truly,

AIRD & BERLIS LLP

Steven L. Graff
SLG/srm
Att.

cc: Douglas MacLaine and Pat Del Sordo, Canadian Imperial Bank of Commerce

25434750.1

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

Delivered By Courier

TO: **1299746 Ontario Inc.**
1935 Silicone Drive,
Pickering, Ontario L1W 3V7

Insolvent company / person

TAKE NOTICE that:

1. Canadian Imperial Bank of Commerce ("**CIBC**"), a secured creditor, intends to enforce its security on the property, assets and undertaking of 1299746 Ontario Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all of the equipment, accounts, proceeds, books and records and other personal property of the Debtor.

2. The security that is to be enforced is in the form of a General Security Agreement dated November 21, 2008, granted by the Debtor in favour of CIBC.

3. As at March 23, 2016, the total amount of the indebtedness secured by the security is the sum of Cdn$4,859,212.62, in principal and interest, plus accruing interest and recovery costs of the secured creditor.

4. CIBC will not have the right to enforce the security until after the expiry of the ten day period following the sending of this notice, unless the insolvent company consents to an earlier enforcement.

DATED at Toronto this 24th day of March, 2016.

CANADIAN IMPERIAL BANK OF COMMERCE, by its solicitors,
AIRD & BERLIS LLP

Per:

Steven L. Graff

Brookfield Place
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9
Tel: 416.863.1500 Fax: 416.863.1515

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.**

25435019.1

AIRD & BERLIS LLP
Barristers and Solicitors

Steven L. Graff
Direct: 416.865.7726
Email: sgraff@airdberlis.com

March 24, 2016

VIA COURIER

2252709 Ontario Inc.
1935 Silicone Drive,
Pickering, Ontario L1W 3V7

Attention: Gary Bodimeade

Dear Sir:

Re: Canadian Imperial Bank of Commerce ("CIBC") loans to 1299746 Ontario Inc.

We are the lawyers for CIBC in connection with its lending arrangements with 1299746 Ontario Inc. (the "**Debtor**"). The Debtor is indebted to CIBC with respect to certain credit facilities granted by CIBC pursuant to and under the terms of a letter credit agreement dated March 3, 2015, made among CIBC and the Debtor, and guaranteed by, among others, 2252709 Ontario Inc. ("**225**") (the "**Credit Agreement**")

225 guaranteed the obligations of the Debtor to CIBC pursuant to an unlimited guarantee, dated March 26, 2015 (the "**Guarantee**"), together with interest thereon from the date of demand for payment at the rate set out in the guarantee.

The following amounts are owing by the Debtor for principal and interest pursuant to the Credit Agreement as at March 23, 2016:

Credit Facility	Total
Operating Overdraft Principal: Interest to date: **Total outstanding:** *Per diem: $199.54*	 Cdn$1,734,080.35 $3,901.26 **Cdn$1,737,981.61**
Term Loan Principal: Interest to date: **Total outstanding:** *Per diem: $330.52*	 Cdn$3,101,246.09 $10,053.21 **Cdn $3,111,299.30**
Corporate Classic Visa Balance: **Total outstanding:** *Per diem: $5.71*	**Cdn$9,931.71**
Total Indebtedness	**Cdn$4,859,212.62**

On behalf of CIBC, we hereby make formal demand for payment under the Guarantee of Cdn$4,859,212.62, together with interest and all costs and expenses (including legal expenses) incurred by CIBC (collectively, the "**Guaranteed Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Credit Agreement, as applicable

The Guaranteed Indebtedness is secured by, among other things, (a) a general security agreement dated March 26, 2015, granted by 225 in favour of CIBC (the "**Security Agreement**"), and (b) a collateral charge/mortgage over the real property municipally known as 1935 Silicone Drive, Pickering in the amount of $3,200,000.00 (the "**Charge**", together with the Security Agreement, the "**Security**"). The Security grants CIBC a security interest in any and all of the 225's property, assets and undertakings.

If payment of the Guaranteed Indebtedness is not received immediately, CIBC shall take whatever steps it may consider necessary or appropriate to recover the amounts owed to it, including, without limitation, the appointment of a receiver or receiver and manager of 225, in which case we will also be seeking all costs incurred in doing so.

On behalf of CIBC, we enclose a Notice of Intention to Enforce Security delivered pursuant to the *Bankruptcy and Insolvency Act*, subsection 244(1) (the "**BIA Notice**").

We reserve our right to take proceedings within the ten day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

Yours very truly,

AIRD & BERLIS LLP

Steven L. Graff
SLG/srm
Att.

cc: Douglas MacLaine and Pat Del Sordo, Canadian Imperial Bank of Commerce

25435094.1

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

Delivered By Courier

TO: **2252709 Ontario Inc.**
1935 Silicone Drive,
Pickering, Ontario L1W 3V7

insolvent company / person

TAKE NOTICE that:

1. Canadian Imperial Bank of Commerce (**"CIBC"**), a secured creditor, intends to enforce its security on the property, assets and undertaking of 2252709 Ontario Inc. (**"225"**), including, without limiting the generality of the foregoing, all of the equipment, accounts, proceeds, books and records and other personal property of 225.

2. The security that is to be enforced is in the form, among other things, (a) a general security agreement dated March 26, 2015, granted by 225 in favour of CIBC, and (b) a collateral charge/mortgage over the real property municipally known as 1935 Silicone Drive, Pickering in the amount of $3,200,000.00.

3. As at March 24, 2016, the total amount of the indebtedness secured by the security is the sum of Cdn$4,859,212.62 in principal and interest, plus accruing interest and recovery costs of the secured creditor.

4. CIBC will not have the right to enforce the security until after the expiry of the ten day period following the sending of this notice, unless the insolvent company consents to an earlier enforcement.

DATED at Toronto this 24th day of March, 2016.

CANADIAN IMPERIAL BANK OF COMMERCE, by its solicitors,
AIRD & BERLIS LLP

Per: ______________________

Steven L. Graff

Brookfield Place
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9
Tel: 416.863.1500 Fax: 416.863.1515

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.**

25436042.1

Tab HH

THIS IS **EXHIBIT "HH"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

Steven L. Graff
Direct: 416.865.7726
Email: sgraff@airdberlis.com

April 19, 2016

VIA COURIER

2252709 Ontario Inc.
1935 Silicone Drive,
Pickering, Ontario L1W 3V7

2252709 Ontario Inc.
1650 Feldspar Court
Pickering, Ontario L1W 3R7

Attention: Gary Bodimeade

Dear Sir:

Re: **Canadian Imperial Bank of Commerce ("CIBC") loans to 2252709 Ontario Inc.**

We are the lawyers for CIBC in connection with its lending arrangements with 2252709 Ontario Inc. (the "**Debtor**"). The Debtor is indebted to CIBC with respect to certain credit facilities granted by CIBC pursuant to and under the terms of a letter credit agreement dated March 3, 2015, made among CIBC and the Debtor (the "**Credit Agreement**").

The following amounts are owing by the Debtor for principal and interest pursuant to the Credit Agreement as at April 19, 2016:

Credit Facility	Total
Facility #1 (Non-Revolving Demand Instalment Loan)	
Outstanding loan:	$3,092,092.91
Interest to date:	$10,023.53
Total outstanding:	**$3,102,116.44**
Per diem: $329.54	
Total Indebtedness	**$3,102,116.44**

On behalf of CIBC, we hereby make formal demand for payment of **$3,102,116.44**, together with interest and all costs and expenses (including legal expenses) incurred by CIBC (collectively, the "**Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Credit Agreement, as applicable.

The Indebtedness is secured by, among other things, (a) a general security agreement dated March 26, 2015, granted by the Debtor in favour of CIBC (the "**Security Agreement**"),

(b) a collateral charge/mortgage over the real property municipally known as 1935 Silicone Drive, Pickering ("**Property**") in the amount of $3,200,000.00 (the "**Charge**"), and (c) a general assignment of leases and rents in respect of the Property, dated March 26, 2015 (the "**GAR**" and, together with the Security Agreement and Charge, the "**Security**"). The Security grants CIBC, among other things, a security interest in any and all of the Debtor's real and personal property, assets and undertaking.

If payment of the Indebtedness is not received immediately, CIBC shall take whatever steps it may consider necessary or appropriate to recover the amounts owed to it, including, without limitation, all rights arising under the *Mortgages Act* (Ontario) (including the commencement of power of sale proceedings with respect to the Property) the *Personal Property Security Act* (Ontario), the appointment of an interim receiver, receiver and/or receiver and manager of the Debtor, in which case we will also be seeking all costs incurred in doing so.

On behalf of CIBC, we enclose a Notice of Intention to Enforce Security delivered pursuant to the *Bankruptcy and Insolvency Act*, subsection 244(1) (the "**BIA Notice**").

CIBC hereby reserves its rights to initiate proceedings within the ten day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

Yours very truly,

AIRD & BERLIS LLP

Steven L. Graff
SLG/srm
Att.

cc: Douglas MacLaine and Pat Del Sordo, Canadian Imperial Bank of Commerce

25675029.2

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

Delivered By Courier

TO: **2252709 Ontario Inc.**
1935 Silicone Drive,
Pickering, Ontario L1W 3V7

1650 Feldspar Court
Pickering, Ontario L1W 3R7

insolvent company / person

TAKE NOTICE that:

1. Canadian Imperial Bank of Commerce ("**CIBC**"), a secured creditor, intends to enforce its security on the property, assets and undertaking of 2252709 Ontario Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all of the equipment, accounts, proceeds, books and records and other personal property of the Debtor.

2. The security that is to be enforced is in the form of, among other things, (a) a general security agreement dated March 26, 2015, granted by the Debtor in favour of CIBC, (b) a collateral charge/mortgage in the amount of $3,200,000.00 over the real property municipally known as 1935 Silicone Drive, and (c) a general assignment of leases and rents in respect of the Property, dated March 26, 2015.

3. As at April 18, 2016, the total amount of the indebtedness secured by the security is the sum of $3,102,116.44, in principal and interest, plus accruing interest and recovery costs of the secured creditor.

4. CIBC will not have the right to enforce the security until after the expiry of the ten day period following the sending of this notice, unless the insolvent company consents to an earlier enforcement.

DATED at Toronto this 19th day of April, 2016.

CANADIAN IMPERIAL BANK OF COMMERCE, by its solicitors,
AIRD & BERLIS LLP
Per:

Steven L. Graff

Brookfield Place
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9
Tel: 416.863.1500 Fax: 416.863.1515

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.**

25436863.2

Tab II

THIS IS **EXHIBIT "II"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

Court File No. ______________

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

1299746 ONTARIO INC. o/a COMPUQUEST2000 and
2252709 ONTARIO INC.

Respondents

APPLICATION UNDER SUBSECTIONS 47(1) AND 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

CONSENT

The undersigned, Grant Thornton Limited ("**GTL**"), hereby consents to the appointment of GTL as interim receiver, without security, of all of the assets, undertakings and properties of 1299746 Ontario Inc. o/a CompuQuest2000 pursuant to the provisions of subsection 47(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 27th day of April, 2016.

GRANT THORNTON LIMITED

Per: ______________________

Name: J. KRIEGER
Title: SR. VICE PRESIDENT

CANADIAN IMPERIAL BANK OF COMMERCE - and - **1299746 ONTARIO INC. o/a COMPUQUEST2000 et al.**

Applicant Respondents

Court File No. ____________

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

CONSENT

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Steven L. Graff (LSUC # 31871V)
Tel: (416) 865-7726
Fax: (416) 863-1515
Email: sgraff@airdberlis.com
Miranda Spence (LSUC # 60621M)
Tel: (416) 865-3414
Fax: (416) 863-1515
Email: mspence@airdberlis.com

Lawyers for Canadian Imperial Bank of Commerce

25717518.1

Tab JJ

THIS IS **EXHIBIT "JJ"** REFERRED TO
IN THE AFFIDAVIT OF DOUGLAS MACLAINE
SWORN BEFORE ME, THIS 28th DAY
OF APRIL, 2016

A COMMISSIONER, ETC.

Court File No. ____________

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

\- and -

1299746 ONTARIO INC. o/a COMPUQUEST2000 and
2252709 ONTARIO INC.

Respondents

APPLICATION UNDER SUBSECTIONS 47(1) AND 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

CONSENT

The undersigned, Grant Thornton Limited ("**GTL**"), hereby consents to the appointment of GTL as receiver, without security, of all of the assets, undertakings and properties of 1299746 Ontario Inc. o/a CompuQuest2000 and 2252709 Ontario Inc., and the property municipally knownas 1935 Silicone Drive, Pickering, Ontario, 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 27th day of April, 2016.

GRANT THORNTON LIMITED

Per: ____________________

Name: J. KRIEGER
Title: SR. VICE PRESIDENT

CANADIAN IMPERIAL BANK OF COMMERCE - and - **1299746 ONTARIO INC. o/a COMPUQUEST2000 et al.**

Applicant Respondents

Court File No. ____________

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

CONSENT

AIRD & BERLIS LLP
Barristers and Solicitors
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Email: mspence@airdberlis.com

Lawyers for Canadian Imperial Bank of Commerce

CANADIAN IMPERIAL BANK OF COMMERCE - and - **1299746 ONTARIO INC. o/a COMPUQUEST2000 et al.**

Applicant | Respondents

Court File No. CV-16-11369-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

APPLICATION RECORD

AIRD & BERLIS LLP
Barristers and Solicitors
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Email: mspence@airdberlis.com

Lawyers for Canadian Imperial Bank of Commerce

25744124.1