

Court File No. BK-23-02929201-0032  
Estate No. 32-2929201

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

**IN THE MATTER OF THE *BANKRUPTCY AND***  
***INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDED**

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE**  
**A PROPOSAL OF PROSYSCO LTD. OF THE CITY OF MISSISSAUGA**  
**IN THE PROVINCE OF ONTARIO**

**MOTION RECORD OF THE APPLICANTS**  
**(Returnable April 24, 2023)**

April 18, 2023

**RECONSTRUCT LLP**  
Royal Bank Plaza, South Tower  
200 Bay Street  
Suite 2305, P.O. Box 120  
Toronto, ON M5J 2J3

**R. Brendan Bissell – LSO #: 40354V**  
Tel: (416) 613-0066  
Email: [bbissell@reconllp.com](mailto:bbissell@reconllp.com)

**Jessica Wuthmann – LSO #: 72442W**  
Tel: (416) 613-8288  
Email: [jwuthmann@reconllp.com](mailto:jwuthmann@reconllp.com)

**Lawyers for Prosysco Ltd. and 1110615**  
**Ontario Ltd.**

**TO: THE SERVICE LIST**

**ONTARIO**  
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# TAB 1

Court File No. BK-23-02929201-0032  
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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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**IN THE MATTER OF THE *BANKRUPTCY AND  
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**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF PROSYSCO LTD. OF THE CITY OF MISSISSAUGA IN  
THE PROVINCE OF ONTARIO**

**NOTICE OF MOTION**  
(RE: Stay Extension and Administrative Consolidation)

Prosysco Ltd. and 1110615 Ontario Ltd. (the “**Applicants**”) will make a motion to a Judge presiding over the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) at 330 University Avenue, Toronto, on April 24 at 11:00 a.m., or as soon after that time as the motion can be heard by Zoom video conference.

**PROPOSED METHOD OF HEARING:** The motion is to be heard:

- in writing under subrule 37.12.1 (1) because it is on consent, unopposed or made without notice;
- in writing as an opposed motion under subrule 37.12.1 (4);
- in person;
- by telephone conference;
- by video conference.

At the following location:

Video conference details will be uploaded to Caselines.

**THE MOTION IS FOR:**

1. an order in the form appended as tab 3 to the Applicants' Motion Record that, among other things:
  - a) administratively consolidates the NOI proceedings commenced by the Applicants;  
and
  - b) extends the time for filing of a proposal and extending the stay of proceedings for a period of 45 days up to and including June 14, 2023; and
2. such further and other relief as this Honourable Court deems just.

**THE GROUNDS FOR THIS MOTION ARE:**

***Background***

3. Prosysco Ltd. ("**Prosysco**") is a manufacturer, designer and supplier of highly specialized engineering process solutions targeting the biotech, pharmaceutical, food, beverage and dairy industries.
4. 1110615 Ontario Ltd. ("**111 Ontario**") is the parent company of Prosysco that controls 80% of the outstanding shares of Prosysco. 111 Ontario is a holding company that does not conduct business or have any employees.

5. Commencing in 2018, Prosysco experienced rapid growth in its business. In fact, between 2017 and 2020, Prosysco's sales grew from approximately \$4.9 million per annum to approximately \$14 million per annum, or an increase of approximately 280%.
6. As a result of Prosysco's rapid growth, Prosysco found it increasingly challenging to maintain sufficient cash flow to pay for its expenses needed to grow and deliver its products and services, as well as capitalize the initial stages of its growing number of ongoing projects.
7. In attempting to address the mounting pressure on Prosysco's cash flows, Prosysco deferred payment to the Canada Revenue Agency of source deductions and harmonized sales tax. Although Prosysco eventually repaid the outstanding harmonized sales tax, source deductions of approximately \$1.14 million (principal only – without interest or penalties) remain outstanding.
8. Prosysco also approached its primary secured lender, Royal Bank of Canada (“RBC”), for an increase in its borrowing limit under its credit facility. As a term of RBC providing increased financing, RBC required Prosysco to submit a heightened level of financial statements, known as “review engagement” financial statements, for the fiscal year ending February 2022.
9. Prosysco had difficulties preparing the “review engagement” financial statements such that the February 2022 financial statements were not ready by the end of February 2023.
10. As a result of Prosysco's failure to provide “review engagement” financial statements and the significant arrears of source deductions, RBC sent Prosysco and 111 Ontario (as

guarantor of Prosysco's credit facility) a Notice of Intention to Enforce Security under s. 244 of the BIA ("**RBC's Demand**").

11. As a result of the cash flow pressures and RBC's Demand, on April 1, 2023, the Applicants each filed a Notice of Intention to Make a Proposal ("**NOI**") under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**"). Albert Gelman Inc. was appointed as proposal trustee under the BIA (the "**Proposal Trustee**").

### ***Extension of Time to File a Proposal***

12. The current time to file a proposal under the BIA expires on May 1, 2023. The Applicants require more time to, among other things, maintain stability of their operations, consider and implement cost saving measures and operational changes, and explore possible refinancing and restructuring options. Accordingly, the Applicants are requesting a 45-day extension of time pursuant to section 50.4(9) of the BIA, up to and including June 14, 2023, to make a proposal.
13. Without an extension of time, the Applicants will not be in a position to make a viable proposal to their creditors and the Applicants will be deemed bankrupt, to the detriment of their creditors and stakeholders.
14. The test for an extension of time under Section 50.4(9) of the BIA is met:
  - a) the Applicants intend to continue discussions with their stakeholders and are likely to be able to make a viable proposal to their creditors if the extension requested is granted;

- b) the Applicants have acted, and are acting, in good faith; and
- c) no creditor will be materially prejudiced if the extension requested is granted.

15. The Applicants are unaware of any opposition, including from RBC.

***Administrative Consolidation of the Applicants' NOI Proceedings***

16. Administratively consolidating the NOI proceeding of Prosysco and the NOI proceeding of 111 Ontario will avoid a multiplicity of proceedings, and the costs associated with producing, serving and filing separate sets of redundant materials at each stage of the proceedings before the Court and for purposes of filings with the Office of Superintendent in Bankruptcy.
17. There is no benefit to maintaining separate proceedings for the Applicants given the significant factual and procedural overlap between the two proceedings.

***Further Grounds***

18. Rules 1.04(1), 2.03, 3.02 and 37 of the *Rules of Civil Procedure*, RSO 1990, Reg 194;
19. the BIA including section 50.4;
20. the inherent jurisdiction of this Court; and
21. such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED ON THE HEARING OF THE MOTION:**

22. the Affidavit of Terrence Stanley David Scott sworn April 18, 2023;
23. the First Report of the Proposal Trustee, to be filed; and
24. such further and other evidence as counsel may advise and this Honourable Court may permit.

April 18, 2023.

**RECONSTRUCT LLP**  
Royal Bank Plaza, South Tower  
200 Bay Street  
Suite 2305, P.O. Box 120  
Toronto, ON M5J 2J3

**R. Brendan Bissell** LSO No. 40354V  
bbissell@reconllp.com  
Tel: 416.613.0066

**Jessica Wuthmann** LSO No. 72442W  
jwuthmann@reconllp.com  
Tel: 416.613.8288

Fax: 416.613.8290

**Lawyers for the Applicants, Prosysco  
Ltd. and 1110615 Ontario Ltd.**

TO: **THE SERVICE LIST**

# TAB 2

Court File No. BK-23-02929202-0032  
Estate No. 32-2929202

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

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDED**

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF PROPOSAL OF PROSYSCO LTD. OF THE CITY  
OF MISSISSAUGA IN THE PROVINCE OF ONTARIO**

**AFFIDAVIT OF TERRENCE STANLEY DAVID SCOTT  
(Sworn April 18, 2023)**

**I, TERRENCE STANLEY DAVID SCOTT** of the City of Toronto, in the province of Ontario, **MAKE OATH AND SAY:**

1. I am the acting President of Prosysco Ltd. (“**Prosysco**”). 1110615 Ontario Ltd. (“**111 Ontario**”) is the parent company of Prosysco. Accordingly, I have personal knowledge of the matters set out below. Where I have relied on information from others, I state the source of such information and verily believe it to be true.

2. On April 1, 2023, Prosysco and 111 Ontario (collectively, the “**Applicants**”) each filed a Notice of Intention to Make a Proposal (each an “**NOI**”) under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”). Albert Gelman Inc. was appointed as proposal trustee under the BIA (the “**Proposal Trustee**”).

3. This affidavit is submitted in support of the Applicants’ motion for an Order that, among other things,

- (a) extends the time for the filing of a proposal and extends the stay of proceedings for a period of 45 days up to and including June 14, 2023; and
- (b) administratively consolidates the two NOI proceedings commenced by the Applicants.

## **I. OVERVIEW OF PROSYSCO'S BUSINESS OPERATIONS**

### **A. Overview of the Business**

- 4. Established in 1988, Prosysco is a manufacturer, designer and supplier of highly specialized engineering process solutions targeting the biotech, pharmaceutical, food, beverage and dairy industries. Prosysco is the only supplier in Canada capable of providing a full spectrum of design / build / installation / commissioning services for high purity process equipment required for vaccine production.
- 5. Prosysco currently has 62 employees.
- 6. 111 Ontario is Prosysco's parent company that controls 80% of the outstanding shares of Prosysco. 111 Ontario is a holding company that does not conduct business or have any employees.

### **B. Nature of the Business' Financial Cycle**

- 7. Prosysco's business is performed on a "project-by-project" basis. Since a large portion of the payment from a buyer is not usually received until the project is complete, which may be months or years after the project commences, Prosysco often needs to finance some of the costs required to fulfill projects to completion. Upon receipt of final payment from the

customer, Prosysco recovers all expenses required to complete the project in addition to the profit for that project. Accordingly, Prosysco's projects have almost always been profitable.

8. The upfront costs of each project can be significant as projects often involve sophisticated engineering resources to create, and/or review/validate project drawings, specifications, and plans. Furthermore, typical projects include the fabrication of raw materials including high-quality stainless-steel plates/sheets and tubing as well as the purchase of specialized components such as valves, pumps, heat exchangers, sensors and transmitters. Projects often entail the requirement for Prosysco to design and build custom power supply panels and Human Machine Interface (HMI) control panels.

9. Prosysco has historically received financing in the form of a credit facility from its secured lender, Royal Bank of Canada ("**RBC**"), to cover the expenses required to design and build these projects until final payments from customers are received sometime after project completion.

### **C. Difficulties Experienced from the Growth of the Business**

10. I am advised by Dmitry Puzhitsky ("**Mr. Puzhitsky**"), the Senior Vice President of Prosysco, that, commencing in and around 2018, Prosysco experienced rapid growth in its business. In fact, between 2017 and 2020, Prosysco's sales grew from approximately \$4.9 million per annum to approximately \$14 million per annum, or an increase of approximately 280%.

11. I am advised by Mr. Puzhitsky that, as a result of Prosysco's rapid growth, Prosysco found it increasingly challenging to maintain sufficient cash-flow to pay for its expenses

needed to grow and deliver its products and services, as well as capitalize the initial stages of its growing number of ongoing projects.

12. In seeking a solution to its cash-flow challenges, I am advised by Mr. Puzhitsky that Prosysco approached RBC for an increase in its borrowing limit. Between 2018 to 2021, RBC agreed to increase Prosysco's borrowing limit four times from \$1 million to \$3 million. Copies of these four RBC loan agreements are attached as **Exhibit "A"** hereto.

13. Each of these RBC loan agreements included a reporting requirement for Prosysco to provide "annual review engagement financial statements". This is a heightened level of reporting compared to the "notice to reader" financial statements that Prosysco had previously provided for approximately 10 years, or more.

14. I am advised by Mr. Puzhitsky that RBC did not insist on the requirement for "annual review engagement financial statements" and accepted "annual notice to reader financial statement" for the periods prior to fiscal year ending February 2022. On or about July 19, 2022, Mr. Puzhitsky first became aware that RBC was insisting on the requirement for annual "review engagement" financial statements for the fiscal year period ending February 2022.

15. I am advised by Mr. Puzhitsky that the preparation of financial statements on the heightened "review engagement" standard for the fiscal year ending February 2022 was delayed by a number of factors. Some of those factors appear to be a result of:

- (a) the significantly more detailed work required by Prosysco's third-party auditor, Norton McMullen;

- (b) Norton McMullen was the sole professional accounting firm utilized by Prosysco, since at least 2013, Norton McMullen provided accounting support and tax advice to Prosysco including annual “notice to reader” audits of its financial statements. Although Prosysco’s engineering services, manufactured goods and field installation services were delivered with sophisticated controls and quality standards, the company’s financial management and accounting standards were lacking the same level of sophistication. Management erroneously believed that their financial and accounting needs were sufficient to support the company’s rapid growth, especially since a third-party accounting firm was engaged in supporting this function. When the company first became aware of the need to provide RBC with the increased audit standard “review engagement” financial reports, the company did not have a qualified/trained accountant or bookkeeper in their direct employ; and
- (c) Prosysco’s management was unable to respond as quickly as it should have to requests for new information or documentation from Norton McMullen.

16. Due to the delays in preparing the February 2022 financial statements, the necessary financial statements were not ready by the end of February of 2023.

17. I am advised by Mr. Puzhitsky that, in response to Prosysco’s cash flow challenges, Prosysco’s management also decided to temporarily defer payments to the Canada Revenue Agency (“CRA”) of source deductions and collected HST. The unpaid source deductions accumulated to approximately \$1.64 million. Prosysco also accumulated unremitted HST in the approximate amount of \$700,000, which has since been repaid.

18. On February 23, 2023, my employer, the Osborne Group, assigned me on contract to work with Prosysco as their Interim Vice President of Finance. The primary purpose of my engagement is to resolve the systemic accounting challenges that contributed to Prosysco's difficulties in producing financial statements to a "review engagement" standard.

19. On or about February 27, 2023, I attended a meeting with RBC wherein RBC advised that it was assigning Prosysco's account into its Special Loans account management unit. RBC later confirmed that the Applicants' accounts were being reassigned to special loans in a letter date March 8, 2023. A copy of the March 2023 letter is attached as **Exhibit "B"**.

**D. Enforcement Steps by RBC**

20. After RBC learned of the source deduction arrears, it sent Prosysco a Notice of Intention to Enforce Security under s. 244 of the BIA. A copy of the Notice of Intention to Enforce Security is attached as **Exhibit "C"**.

21. Prosysco and RBC engaged in discussions in an attempt to arrive at informal restructuring arrangements, but those discussions were ultimately unsuccessful.

22. As a result, on April 1, 2023, the Applicants commenced these NOI proceedings to, among other things,

- (a) obtain the breathing room necessary to deal with its obligations in an organized manner and to negotiate go-forward arrangements with its key stakeholders;
- (b) address the operational and financial inefficiencies resulting from the rapid expansion of the business;

- (c) explore possible refinancing to allow Prosysco to continue as a going concern for the value for its numerous stakeholders;
- (d) avoid the loss of the significant value of Prosysco's assets that are currently tied up as a result of "work in progress", which would be lost in a bankruptcy or liquidation; and
- (e) develop a proposal for its unsecured creditors.

#### **E. The Applicants' Corporate Structure**

23. Prosysco is an Ontario corporation incorporated pursuant to the *Business Corporations Act*, R.S.O. 1990, c. B.16 (Ontario) (the "**OBCA**"). Prosysco's registered head office is located at 360 Ambassador Drive, Mississauga, Ontario, L5T 2J3. A copy of the Corporate Profile Report for Prosysco is attached as **Exhibit "D"**.

24. The sole director of Prosysco was Paul Chimko ("**Paul**"). However, as a result of Paul's sudden death on April 6, 2023, Prosysco's shareholders appointed Alan Chimko ("**Alan**") - Paul's father and a founding member of Prosysco - as the new sole director of Prosysco.

25. 111 Ontario is an Ontario corporation incorporated pursuant to the OBCA. 111 Ontario's registered head office is located at 6101 Netherhart Road, Mississauga, Ontario, L5T 1G5. Paul and Alan, through themselves and a corporate entity, are the shareholders of 111 Ontario. Alan is 111 Ontario's sole director. A copy of the Corporate Profile Report for 111 Ontario is attached as **Exhibit "E"**.

26. 111 Ontario is the majority shareholder of Prosysco. Adam Kurtz, the Vice President of Operations of Prosysco, and Mr. Puzhitsky are the two minority shareholders of Prosysco. A copy of the corporate structure of the Applicants is attached as **Exhibit “F”**.

## **II. The Applicants’ Assets and Liabilities**

### **A. Assets**

27. Based on the books and records of the Applicants, on a consolidated basis, they currently hold assets of approximately \$3,653,064, including approximately \$890,000 of cash and approximately \$2,763,064 in accounts receivable as at April 14, 2023.

### **B. Indebtedness**

28. Based on the books and records of the Applicants, they have current liabilities of approximately \$7,771,606.

### ***Secured Obligations***

29. RBC is Prosysco’s primary secured lender. Pursuant to various secured facilities, Prosysco owes RBC approximately CAD \$2,500,000.00 and USD \$300,000.00 (plus costs) as of April 14, 2023.

30. 111 Ontario is a guarantor of Prosysco’s RBC loans to the maximum limit of \$820,000 (plus interest and costs of enforcement). A copy of the Guarantee executed by 111 Ontario is attached as **Exhibit “G”**.

31. Paul’s estate and Alan are also joint and several personal guarantors of Prosysco’s RBC loans up to the maximum amount of \$700,000 (plus interest and costs of enforcement).

32. RBC has withdrawn the credit facility that supports Prosysco's business operations. Accordingly, the Applicants are operating without the use of its RBC credit facility during these restructuring proceedings.

33. In addition, the Personal Property Security System indicates that there are number of additional security interests registered against the Applicants including by Atco Structures & Logistics Ltd., Bercon Rentals Inc., CWB National Leasing Inc., Meridian Onecap Credit Corp., Vault Credit Corporation, BMW Canada Inc., Toyota Credit Canada Inc., Honda Canada Finance Inc., The Bank of Nova Scotia, Ford Credit Canada Company, De Lage Landen Financial Services Canada Inc., and Echelon Insurance. A copy of the search results for Prosysco and 111 Ontario from the Personal Property Security System are attached as **Exhibit "H"** and **Exhibit "I"** respectively.

***Priority Obligations***

34. Prosysco is current with its harmonized sales tax (HST) filings with the CRA up to April 18, 2023. I note that 111 Ontario has no operations requiring an HST number and therefore has no HST reporting obligations.

35. I am not aware of any arrears of payroll other than wages which accrue in the normal course between bi-weekly pay periods, and vacation pay, which is accrued. Prosysco intends to continue to meet payroll in the usual course.

36. Prosysco's source deductions are in arrears in the amount of approximately \$1.630 million (inclusive of interest and penalties) as of April 18, 2023.

### ***Lease Obligations***

37. Prosysco leases four commercial spaces for the operation of its business: 360 and 380 Ambassador Drive and units 103 and 400 in 8 Prologis Boulevard.

38. Prosysco uses the premises at 360 & 380 Ambassador Drive as manufacturing, assembly, fabrication and testing facilities. Prosysco has no rental arrears for these premises and expects to continue to pay rent in the usual course.

39. Prosysco uses the premises at 8 Prologis Boulevard (units 103 and 400) as its head corporate office. Prosysco owes pre-filing rent arrears of approximately \$184,638.01 for this premises. Prosysco has paid rent for April 2023. As part of its restructuring plan, Prosysco has determined that the leased space at 8 Prologis Boulevard is causing and will likely continue to cause it significant financial hardship. Accordingly, Prosysco is in the process of preparing a Notice of Disclaimer for the leased units at 8 Prologis Boulevard.

### ***Supplier Payments***

40. Prosysco has accrued approximately \$1,872,117 in unsecured trade payables. Most of these arrears are in respect of components, materials, and services utilized to support the manufacture and installation of process modules.

## **III. RELIEF REQUESTED**

### **A. Administrative Consolidation of the NOI Proceedings**

41. The Applicants propose to procedurally consolidate the NOI proceedings to allow Prosysco and 111 Ontario to be dealt with as one matter for purposes of filings with the Court and with the Office of Superintendent of Bankruptcy in order to relieve the administrative

burden of two separate NOI proceedings that have substantial factual overlap. The Applicants are not requesting substantive consolidation of the estates at this time.

**B. Stay Extension**

42. Under the BIA, the Applicants have until May 1, 2023 to file a proposal unless they obtain an extension of time prior to that date to file a proposal.

43. The 45-day extension of the time to file a proposal is requested to allow the Applicants to, among other things, maintain stability of its operations, consider and implement cost saving measures and operational changes, and explore possible refinancing options as well as other restructuring options.

44. I believe that an extension will facilitate a proposal and will, to the extent possible, preserve value for the benefit of creditors.

45. If the extension is not granted, the Applicants will be unable to present a proposal to their creditors and will face a shutdown of operations and liquidation of assets, which I believe would be detrimental to the Applicants' stakeholders. In particular, I believe that the Applicants' greatest value is as a going concern and that a bankruptcy and resulting liquidation would be prejudicial to its stakeholders and all of its creditors.


46. The Applicants, with the assistance of the Proposal Trustee, have prepared a 12-week cash flow forecast for each of the Applicants for the period from April 9, 2023, to July 1, 2023 (the "**Cash Flow Forecasts**"). A copy of the Prosysco's Cash Flow Forecast is attached as **Exhibit "J"** and 111 Ontario's Cash Flow Forecast is attached as **Exhibit "K"**.

47. The Cash Flow Forecasts demonstrate that the Applicants have the ability to meet their post-filing obligations as they come due through the proposed extension period. No debtor in possession borrowing is contemplated by the Applicants at this time.


48. The Applicants have been acting and continue to act in good faith and with due diligence in these NOI proceedings and I am not aware of any creditor that will be materially prejudiced by the extension of the time to file a proposal.

49. I swear this affidavit in support of the Applicants' motion for the relief requested, and for no other or improper purpose.

SWORN REMOTELY by )  
TERRENCE STANLEY DAVID )  
SCOTT stated as being located in the )  
City of Toronto in the Province of )  
Ontario before me at the City of Toronto, )  
in the Province of Ontario this 18<sup>th</sup> day of )  
April 2023, in accordance with O. Reg )  
431/20, *Administering Oath or* )  
*Declaration Remotely.* )  
)  
)  
)

DocuSigned by:  
  
3A2B52A947404F3...

A Commissioner for taking Affidavits.  
Jessica Wuthmann (LSO#72442W)

DocuSigned by:  
  
DEE2E48AE5C1422...

**TERRENCE STANLEY DAVID SCOTT**

**THIS IS EXHIBIT "A" REFERRED TO IN THE  
AFFIDAVIT OF TERRENCE STANLEY DAVID SCOTT  
SWORN REMOTELY BEFORE ME AT THE CITY  
OF TORONTO, ON THIS 18<sup>TH</sup> DAY OF  
APRIL, 2023.**

DocuSigned by:

*Jessica Wuthmann*

3A2B52A947404F3...

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Commissioner for Taking Affidavits  
Jessica Wuthmann  
LSO# 72442WS



Royal Bank of Canada  
 Commercial Financial Services  
 6880 Financial Drive - 2<sup>nd</sup> Floor  
 Mississauga, ON L5N 7Y5

August 1, 2018

**Private and Confidential**

**PROSYSCO LTD.**  
 360 Ambassador Drive  
 Mississauga, Ontario  
 L5T2J3

ROYAL BANK OF CANADA (the "**Bank**") hereby confirms the credit facilities described below (the "**Credit Facilities**") subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the "**Agreement**"). This Agreement amends and restates without novation the existing agreement dated June 15, 2016 and any amendments thereto. Any amount owing by the Borrower to the Bank under such previous agreement is deemed to be a Borrowing under this Agreement. Any and all security that has been delivered to the Bank and is set forth as Security below, shall remain in full force and effect, is expressly reserved by the Bank and, unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the Credit Facilities. Unless otherwise provided, all dollar amounts are in Canadian currency.

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or events of default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, default or event of default.

**BORROWER:** Prosysco Ltd. (the "**Borrower**")

**CREDIT FACILITIES**

**Facility #1:** \$1,000,000.00 revolving demand facility by way of:

a) RBP based loans ("**RBP Loans**")

Revolve in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBP + 1.50%

b) RBUSBR based loans in US currency ("**RBUSBR Loans**")

Revolve in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBUSBR + 1.50%

**AVAILABILITY**

The Borrower may borrow, convert, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

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SRF # 191 596 642

Page 1 of 5

The aggregate Borrowings outstanding under this facility in excess of \$500,000.00 must not exceed at any time the aggregate of the following, less Potential Prior-Ranking Claims (the "**Borrowing Limit**"):

- a) 75% of Good Accounts Receivable;
- b) to a maximum of \$250,000.00, 50% of the lesser of cost or net realizable value of Unencumbered Inventory.

#### **REPAYMENT**

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, Borrowings under this facility are repayable on demand.

#### **GENERAL ACCOUNT**

The Borrower shall establish current accounts with the Bank in each of Canadian currency and US currency (each a "**General Account**") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of each General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;
- b) if such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans, or RBUSBR Loans as applicable, under this facility.

**Facility #2:** \$200,000.00 revolving lease line of credit by way of Leases. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and a separate agreement, the terms of the separate agreement will govern.

#### **AVAILABILITY**

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of this facility at any time from time to time without notice. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

#### **OTHER FACILITIES**

The Credit Facilities are in addition to the following facilities (the "**Other Facilities**"). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

- a) VISA Business to a maximum amount of \$70,000.00 available in Canadian currency and US currency;
- b) All Foreign Exchange Forward Contracts outstanding at any time and from time to time;

#### **FEES**

##### **One Time Fee:**

Payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

Review Fee: \$600.00

##### **Monthly Fee:**

Payable in arrears on the same day of each month.

Management Fee: \$150.00

**SECURITY**

Security for the Borrowings and all other obligations of the Borrower to the Bank, including without limitation any amounts outstanding under any Leases, (collectively, the "Security"), shall include:

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- b) General security agreement on the Bank's form 920 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- c) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$700,000.00 signed by Paul Jeffrey Chimko and Alan Chimko;
- d) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$820,000.00 signed by 1110615 Ontario Ltd., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of 1110615 Ontario Ltd.;
- e) Postponement and assignment of claim on the Bank's form 918 signed by 1110615 Ontario Ltd.

**REPORTING REQUIREMENTS**

The Borrower will provide the following to the Bank:

- a) in the event the aggregate Borrowings outstanding under Facility #1 exceed \$500,000.00 as at the end of any fiscal quarter, a Borrowing Limit Certificate, substantially in the form of Schedule "G", signed on behalf of the Borrower by any one of the Chief Executive Officer, the President, the Vice-President Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, within 45 days of such fiscal quarter end, unless one has been provided within the immediately preceding 30 days pursuant to the Conditions Precedent Facility #1 section of this Agreement;
- b) annual review engagement financial statements for the Borrower, within 90 days of each fiscal year end;
- c) annual notice to reader financial statements for each of 1110615 Ontario Ltd. and 2090985 Ontario Inc., within 90 days of each fiscal year end;
- d) annual personal statement of affairs for all Guarantors, who are individuals, within 90 days of the end of every fiscal year of the Borrower, commencing with the fiscal year ending in 2019;
- e) such other financial and operating statements and reports as and when the Bank may reasonably require.

**CONDITIONS PRECEDENT**

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) an environmental questionnaire in respect of the Borrower and/or site checklist(s) in respect of all applicable real property on which the Borrower has granted Security to the Bank, on the Bank's standard form(s) and containing findings acceptable to the Bank;
- d) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- e) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally;

- f) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank;
- g) no Lease will be made available to the Borrower unless it meets the leasing criteria established by the Bank and the Bank has received such documentation in respect thereof as may be required by the Bank.

#### **CONDITIONS PRECEDENT FACILITY #1**

In addition to the conditions set forth in the Conditions Precedent section above, the availability of any Borrowing under Facility #1, if, after giving effect to the requested Borrowing, the aggregate Borrowings outstanding under this facility would exceed \$500,000.00, is conditional upon the receipt of the following prior to each and every Borrowing:

- Borrowing Limit Certificate, substantially in the form of Schedule "G", signed on behalf of the Borrower by any one of the Chief Executive Officer, the President, the Vice-President Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, unless one has been provided within the immediately preceding 30 days pursuant to this section or the Reporting Requirements section of this Agreement.

#### **BUSINESS LOAN INSURANCE PLAN**

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

**GOVERNING LAW JURISDICTION**

Province of Ontario

**ACCEPTANCE**

This Agreement is open for acceptance until September 1, 2018, after which date it will be null and void, unless extended in writing by the Bank.

**ROYAL BANK OF CANADA**



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

Name: Mike Cussen

Title: Vice President, Business Credit

/mh

We acknowledge and accept the terms and conditions of this Agreement on this 14 day of August, 2018.

**PROSYSCO LTD.**

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

Name: PAUL CHIMKO

Title: PRESIDENT

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

Name:

Title:

I/We have the authority to bind the Borrower

Attachments:

Terms and Conditions

Schedules:

- Definitions
- Calculation and Payment of Interest and Fees
- Additional Borrowing Conditions
- Borrowing Limit Certificate
- RBC Covarity Dashboard Terms and Conditions





**Royal Bank of Canada**  
 Commercial Financial Services  
 6880 Financial Dr, 2nd Flr Link  
 Mississauga ON L5N 7Y5

August 29, 2019

**Private and Confidential**

**PROSYSCO LTD.**  
 360 Ambassador Drive  
 Mississauga ON  
 L5T 2J3

ROYAL BANK OF CANADA (the "**Bank**") hereby confirms the credit facilities described below (the "**Credit Facilities**") subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the "**Agreement**"). This Agreement amends and restates without novation the existing agreement dated August 1, 2018 and any amendments thereto. Any amount owing by the Borrower to the Bank under such previous agreement is deemed to be a Borrowing under this Agreement. Any and all security that has been delivered to the Bank and is set forth as Security below, shall remain in full force and effect, is expressly reserved by the Bank and, unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the Credit Facilities. Unless otherwise provided, all dollar amounts are in Canadian currency.

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, default or Event of Default.

**BORROWER:** Prosysco Ltd. (the "**Borrower**")

**CREDIT FACILITIES**

**Facility #1:** \$1,800,000.00 revolving demand facility by way of:

a) RBP based loans ("**RBP Loans**")

Revolve in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBP + 1.5%

b) RBUSBR based loans in US currency ("**RBUSBR Loans**")

Revolve in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBUSBR + 1.5%

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SRF #191596642

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**AVAILABILITY**

The Borrower may borrow, convert, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

Borrowings outstanding under this facility in excess of \$500,000.00 must not exceed at any time the aggregate of the following, less Potential Prior-Ranking Claims (the "**Borrowing Limit**"):

- a) 75% of Good Accounts Receivable;
- b) to a maximum of \$450,000.00, 50% of the lesser of cost or net realizable value of Unencumbered Inventory;

**REPAYMENT**

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, Borrowings under this facility are repayable on demand.

**GENERAL ACCOUNT**

The Borrower shall establish current accounts with the Bank in each of Canadian currency and US currency (each a "**General Account**") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of each General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;
- b) if such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;

**Facility #2:** \$500,000.00 revolving lease line of credit by way of Leases. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and a separate agreement, the terms of the separate agreement will govern.

**AVAILABILITY**

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of this facility at any time from time to time without notice. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

**OTHER FACILITIES**

The Credit Facilities are in addition to the following facilities (the "**Other Facilities**"). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

- a) Credit Card to a maximum amount of \$70,000.00 available in Canadian currency and US currency ;
- b) All Business Vehicle Solutions Loans and/or Contracts outstanding at any time and from time to time;
- c) All Foreign Exchange Forward Contracts outstanding at any time and from time to time.

**FEES****One Time Fee:**

Payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

**Monthly Fee:**

Payable in arrears on the same day of each month.

Review Fee: \$1,500.00

Management Fee: \$150.00

**SECURITY**

Security for the Borrowings and all other obligations of the Borrower to the Bank, including, without limitation, any amounts outstanding under any Leases, if applicable, (collectively, the "Security"), shall include:

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- b) General security agreement on the Bank's form 920 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- c) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$820,000.00 signed by 1110615 Ontario Ltd., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of 1110615 Ontario Ltd.;
- d) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$700,000.00 signed by Alan Chimko and Paul Chimko;
- e) Postponement and assignment of claim on the Bank's form 918 signed by Alan Chimko;
- f) Postponement and assignment of claim on the Bank's form 918 signed by Paul Chimko;
- g) Postponement and assignment of claim on the Bank's form 918 signed by 1110615 Ontario Ltd.;
- h) Postponement and assignment of claim on the Bank's form 918 signed by 2090985 Ontario Ltd.

**FINANCIAL COVENANTS**

In the event that the Borrower, changes accounting standards, accounting principles and/or the application of accounting principles during the term of this Agreement, all financial covenants shall be calculated using the accounting standards and principles applicable at the time this Agreement was entered into.

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of any demand or other discretionary facility the Borrower covenants and agrees with the Bank that the Borrower will:

- a) maintain for the Borrower, to be measured as at the end of each fiscal year;
  - i. Debt Service Coverage, of not less than 1:25:1;
  - ii. a ratio of Total Liabilities to Tangible Net Worth of not greater than 3.5:1.

**REPORTING REQUIREMENTS**

The Borrower will provide the following to the Bank:

- a) in the event the aggregate Borrowings outstanding under Facility #1 exceed \$500,000.00 as at the end of any quarter, a Borrowing Limit Certificate, substantially in the form of Schedule "F", signed on behalf of the Borrower by any one of the Chief Executive Officer, the President, the Vice-President Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, within 45 days of such

- quarter end, unless one has been provided within the immediately preceding 30 days pursuant to the Conditions Precedent Facility #1 section of this Agreement;
- b) annual Compliance Certificate, substantially in the form of Schedule "G" signed by an authorized signing officer of the Borrower, within 120 days of each fiscal year end, certifying compliance with this Agreement including the financial covenants set forth in the Agreement;
  - c) annual review engagement financial statements for the Borrower, within 120 days of each fiscal year end;
  - d) annual notice to reader financial statements for each of the 1110615 Ontario Ltd. and 2090985 Ontario Inc., within 120 days of each fiscal year end;
  - e) biennial personal statement of affairs for all Guarantors, who are individuals, within 120 days of the end of every second fiscal year of the Borrower, commencing with the fiscal year ending in 2020;
  - f) such other financial and operating statements and reports as and when the Bank may reasonably require.

#### **CONDITIONS PRECEDENT**

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require;
- d) an environmental questionnaire in respect of the Borrower and/or site checklist(s) in respect of all applicable real property on which the Borrower has granted Security to the Bank, on the Bank's standard form(s) and containing findings acceptable to the Bank; and
- e) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally:

- f) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank;
- g) no Lease will be made available to the Borrower unless it meets the leasing criteria established by the Bank and the Bank has received such documentation in respect thereof as may be required by the Bank.

#### **CONDITIONS PRECEDENT FACILITY #1**

In addition to the conditions set forth in the Conditions Precedent section above, the availability of any Borrowing under Facility #1, if, after giving effect to the requested Borrowing, the aggregate Borrowings outstanding under this facility would exceed \$500,000.00, is conditional upon the receipt of the following prior to each and every Borrowing:

- a) Borrowing Limit Certificate, substantially in the form of Schedule "F", signed on behalf of the Borrower by any one of the Chief Executive Officer, the President, the Vice-President Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, unless one has been provided within the immediately preceding 30 days pursuant to this section or the Reporting Requirements section of this Agreement.

**BUSINESS LOAN INSURANCE PLAN**

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

**GOVERNING LAW JURISDICTION**

Province of Ontario.

**ACCEPTANCE**

This Agreement is open for acceptance until September 30, 2019, after which date it will be null and void, unless extended by the Bank in its sole discretion.

Prosysco Ltd.

August 29, 2019

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**ROYAL BANK OF CANADA**Per: \_\_\_\_\_  
Title: Vice President**RBC Contact: Sean Hodgins**

/sf

We acknowledge and accept the terms and conditions of this Agreement  
on this 9<sup>th</sup> day of September, 2019.**PROSYSCO LTD.**Per:   
Name: PAUL CHIMKO  
Title: PRESIDENTPer: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have the authority to bind the Borrower

## Attachments:

Terms and Conditions

## Schedules:

- Definitions
- Calculation and Payment of Interest and Fees
- Additional Borrowing Conditions
- Borrowing Limit Certificate
- Compliance Certificate
- RBC Covarity Dashboard Terms and Conditions

## TERMS AND CONDITIONS

The Bank is requested by the Borrower to make the Credit Facilities available to the Borrower in the manner and at the rates and times specified in this Agreement. Terms defined elsewhere in this Agreement and not otherwise defined in the Terms and Conditions below or the Schedules attached hereto have the meaning given to such terms as so defined. In consideration of the Bank making the Credit Facilities available, the Borrower agrees, and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

### REPAYMENT

Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in this Agreement and shall be paid in the currency of the Borrowing. Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment. In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand. Where any Borrowings are repayable by scheduled blended payments, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be. Borrowings repayable by way of scheduled payments of principal and interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement. The Borrower shall ensure that the maturities of instruments or contracts selected by the Borrower when making Borrowings will be such so as to enable the Borrower to meet its repayment obligations. For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the Maturity Date of the applicable Borrowings shall automatically be amended accordingly.

In the case of any reducing term loan and/or reducing term facility ("**Reducing Term Loan/Facility**"), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter ("**Renewal Letter**") to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the Maturity Date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

### PREPAYMENT

Where Borrowings are by way of RBP Loans or RBUSBR Loans, the Borrower may prepay such Borrowings in whole or in part without fee or premium.

The prepayment of any Borrowings under a term facility and/or any term loan will be made in the reverse order of maturity.

### EVIDENCE OF INDEBTEDNESS

The Bank shall maintain accounts and records (the "**Accounts**") evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

**GENERAL COVENANTS**

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

- a) will pay all sums of money when due under the terms of this Agreement;
- b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security or an Event of Default;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;
- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under Reporting Requirements;
- h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- j) except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- k) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- l) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of combination with any other Person;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any entity regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
- o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

**FEES, COSTS AND EXPENSES**

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or

protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

#### **GENERAL INDEMNITY**

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable, or any Event of Default, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower or any Guarantor and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

#### **AMENDMENTS AND WAIVERS**

Save and except for any waiver or extension of the deadline for acceptance of this Agreement at the Bank's sole discretion, which may be communicated in writing, verbally, or by conduct, no amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Each Guarantor, if applicable, agrees that the amendment or waiver of any provision of this Agreement (other than agreements, covenants or representations expressly made by any Guarantor herein, if any) may be made without and does not require the consent or agreement of, or notice to, any Guarantor. Any amendments requested by the Borrower will require review and agreement by the Bank and its counsel. Costs related to this review will be for the Borrower's account.

#### **SUCCESSORS AND ASSIGNS**

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank. The Bank may assign or transfer all or any part of its rights and obligations under this Agreement to any Person. The Bank may disclose to potential or actual assignees or transferees confidential information regarding the Borrower and any Guarantor if applicable, (including, any such information provided by the Borrower, and any Guarantor if applicable, to the Bank) and shall not be liable for any such disclosure.

#### **GAAP**

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

#### **SEVERABILITY**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

**GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the Province identified in the Governing Law Jurisdiction section of this Agreement and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

**DEFAULT BY LAPSE OF TIME**

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower, or a Guarantor if applicable, in default thereof.

**SET-OFF**

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

**NOTICES**

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

**CONSENT OF DISCLOSURE**

The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

**NON-MERGER**

The provisions of this Agreement shall not merge with any Security provided to the Bank, but shall continue in full force for the benefit of the parties hereto.

**JOINT AND SEVERAL**

Where more than one Person is liable as Borrower or Guarantor if applicable for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidarily) with each other such Person.

**COUNTERPART EXECUTION**

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

**ELECTRONIC MAIL AND FAX TRANSMISSION**

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as though it were an original document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

**ELECTRONIC IMAGING**

The parties hereto agree that, at any time, the Bank may convert paper records of this Agreement and all other documentation delivered to the Bank (each, a "**Paper Record**") into electronic images (each, an "**Electronic Image**") as part of the Bank's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

**REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants to the Bank that:

- a) if applicable, it is duly constituted, validly existing and duly registered or qualified to carry on business or its operations in all jurisdictions where the nature of its properties, assets, business or operations make such registration or qualification necessary or desirable;
- b) the execution, delivery and performance by it of this Agreement do not violate any Applicable Laws or agreements to which it is subject or by which it is bound, and where applicable, have been duly authorized by all necessary actions and do not violate its constating documents;
- c) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any covenant or other term or condition of this Agreement or any Security or any other agreement delivered to the Bank or an Event of Default;
- d) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any Environmental and Health and Safety Laws which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under this Agreement or any Security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to the Bank; and
- e) it has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than as may be provided for herein.

Representations and warranties are deemed to be repeated as at the time of each Borrowing and/or the entering into each Lease, if applicable, hereunder.

**LANGUAGE**

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

**WHOLE AGREEMENT**

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

**EXCHANGE RATE FLUCTUATIONS**

If, for any reason, the amount of Borrowings and/or Leases, if applicable, outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

**JUDGEMENT CURRENCY**

If for the purpose of obtaining judgement in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the "**Judgement Currency**") any amount due hereunder in any currency other than the Judgement Currency, then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgement is given. For this purpose "rate of exchange" means the rate at which the Bank would, on the relevant date, be prepared to sell a similar amount of such currency in the

Toronto foreign exchange market, against the Judgement Currency, in accordance with normal banking procedures.

In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgement is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such date is the amount in the Judgement Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency together with interest at RBP and expenses (including legal fees on a solicitor and client basis). Any additional amount due from the Borrower under this section will be due as a separate debt and shall not be affected by judgement being obtained for any other sums due under or in respect of this Agreement.

#### EVENTS OF DEFAULT

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each of the following shall constitute an "Event of Default" which shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

- a) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;
- b) failure of the Borrower, or any Guarantor if applicable, to observe any covenant, term or condition contained in this Agreement, the Security, or any other agreement delivered to the Bank or in any documentation relating hereto or thereto;
- c) the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
- e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership or operation of the Borrower, or any Guarantor if applicable;
- f) if any representation or warranty made by the Borrower, or any Guarantor if applicable, under this Agreement or in any other document relating hereto or under any Security shall be false in any material respect; or
- g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility

#### INCREASED COSTS

If any change in Applicable Laws or the interpretation thereof after the date hereof (i) imposes or increases taxes on payments due to the Bank hereunder (other than taxes on the overall net income of the Bank), (ii) imposes or increases any reserve or other similar requirement or (iii) imposes or changes any other condition affecting the Credit Facilities, and the result of any of the foregoing results in any additional cost to the Bank of making available, continuing or maintaining any of the Credit Facilities hereunder (or maintaining any obligations to make any such Credit Facilities available hereunder) or results in any reduction in the amount of any sum received or receivable by the Bank in connection with this Agreement or the Credit Facilities made available hereunder, then from time to time, upon written request of the Bank, the Borrower

shall promptly pay to the Bank, such additional amount or amounts as will compensate the Bank for any such additional costs incurred or reduction suffered.

**CONFIDENTIALITY**

This Agreement and all of its terms are confidential ("**Confidential Information**"). The Borrower shall keep the Confidential Information confidential and will not disclose the Confidential Information, or any part thereof, to any Person. Without limiting the generality of the foregoing, the Borrower shall not issue any press release or make any other public announcement or filing with respect to the Confidential Information without the Bank's prior written consent.

**Schedule "A"****DEFINITIONS**

For the purpose of this Agreement, if applicable, the following terms and phrases shall have the following meanings:

**"Applicable Laws"** means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;

**"Borrowing"** means each use of a Credit Facility, excluding Leases, and all such usages outstanding at any time are **"Borrowings"**;

**"Business Day"** means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada;

**"Business Loan Insurance Plan"** means the optional group creditor insurance coverage, underwritten by Sun Life Assurance Company of Canada, and offered in connection with eligible loan products offered by the Bank;

**"Cash Taxes"** means, for any fiscal period, any amounts paid in respect of income taxes;

**"Contaminant"** includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

**"Corporate Distributions"** means any payments to any shareholder, director or officer, or to any associate or holder of subordinated debt, or to any shareholder, director or officer of any associate or holder of subordinated debt, including, without limitation, bonuses, dividends, interest, salaries or repayment of debt or making of loans to any such Person, but excluding salaries to officers or other employees in the ordinary course of business;

**"Debt Service Coverage"** means, for any fiscal period, the ratio of EBITDA, less Cash Taxes and, to the extent not deducted in determining net income, less Corporate Distributions, to the total of Interest Expense and scheduled principal payments in respect of Funded Debt;

**"EBITDA"** means, for any fiscal period, net income from continuing operations (excluding extraordinary gains or losses) plus, to the extent deducted in determining net income, Interest Expense and income taxes accrued during, and depreciation, depletion and amortization expenses deducted for, the period;

**"Environmental Activity"** means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

**"Environmental and Health and Safety Laws"** means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

**"Equity"** means the total of share capital, (excluding preferred shares redeemable within one year) contributed surplus and retained earnings plus Postponed Debt;

**"Equivalent Amount"** means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

**"Funded Debt"** means, at any time for the fiscal period then ended, all obligations for borrowed money which bears interest or to which interest is imputed plus, without duplication, all obligations for the deferred payment of the purchase of property, all capital lease obligations and all indebtedness secured by purchase money security interests, but excluding Postponed Debt;

**"Good Accounts Receivable"** means trade accounts receivable of the Borrower owing by Persons whose chief operating activities are located in Canada excluding (i) the entire amount of accounts, any portion of which is outstanding more than 90 days after billing date, provided that the under 90 day portion may be included where the over 90 day portion is less than 10% of the amount of accounts, or where the Bank has designated such portion as nevertheless good, (ii) all amounts due from any affiliate, (iii) bad or doubtful accounts, (iv) accounts subject to any security interest or other encumbrance ranking or capable of ranking in priority to the Bank's security, (v) the amount of all holdbacks, contra accounts or rights of set-off on the part of any account debtor, (vi) those trade accounts receivable included elsewhere in the Borrowing Limit calculation, or (vii) any accounts which the Bank has previously advised to be ineligible;

**"Guarantor"** means any Person who has guaranteed the obligations of the Borrower under this Agreement;

**"Interest Expense"** means, for any fiscal period, the aggregate cost of advances of credit outstanding during that period including, without limitation, interest charges, capitalized interest, the interest component of capital leases, fees payable in respect of letters of credit and letters of guarantee and discounts incurred and fees payable in respect of bankers' acceptances;

**"Lease"** means an advance of credit by the Bank to the Borrower by way of a Master Lease Agreement, Master Leasing Agreement, Leasing Schedule, Equipment Lease, Conditional Sales Contract, or pursuant to an Interim Funding Agreement or an Agency Agreement, in each case issued to the Borrower;

**"Maturity Date"** means the date on which a facility is due and payable in full;

**"Permitted Encumbrances"** means, in respect of the Borrower:

- a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; and
- b) Security granted in favour of the Bank;

**"Person"** includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof, and any other incorporated or unincorporated entity;

**"Policy"** means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank;

**"Postponed Debt"** means indebtedness that is fully postponed and subordinated, both as to principal and interest, on terms satisfactory to the Bank, to the obligations owing to the Bank hereunder;

**"Potential Prior-Ranking Claims"** means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

**"RBP"** and **"Royal Bank Prime"** each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

**"RBUSBR"** and **"Royal Bank US Base Rate"** each means the annual rate of interest announced by the Bank from time to time as a reference rate then in effect for determining interest rates on commercial loans made in US currency in Canada;

**"Release"** includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

**"Tangible Net Worth"** means the total of Equity less intangibles, deferred charges, leasehold improvements, deferred tax credits and unsecured advances to related parties. For the purpose hereof, intangibles are assets lacking physical substance;

**"Total Liabilities"** means all liabilities, exclusive of deferred tax liabilities and Postponed Debt;

**"Unencumbered Inventory"** means finished goods and raw material inventory of the Borrower which is not subject to any security interest or other encumbrance or any other right or claim which ranks or is capable of ranking in priority to the Bank's security including, without limitation, rights of unpaid suppliers to repossess inventory within 30 days after delivery and rights of unpaid farmers, fishermen and aquaculturalists in respect of any unpaid amounts for products sold and delivered within the previous 15 days, under the *Bankruptcy and Insolvency Act*, Canada;

**"US"** means United States of America.

**Schedule "B"****CALCULATION AND PAYMENT OF INTEREST AND FEES****LIMIT ON INTEREST**

The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law.

**OVERDUE PAYMENTS**

Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this Agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5% , or, in the case of an amount in US currency if applicable, RBUSBR plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity date, demand and judgement.

**EQUIVALENT YEARLY RATES**

The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

**TIME AND PLACE OF PAYMENT**

Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity date, demand and judgement.

**RBP LOANS AND RBUSBR LOANS**

The Borrower shall pay interest on each RBP Loan and RBUSBR Loan, monthly in arrears, on the 26th day of each month or such other day as may be agreed to between the Borrower and the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days and shall be paid in the currency of the applicable Borrowing.

## Schedule "D"

## ADDITIONAL BORROWING CONDITIONS

FEF Contracts:

"Foreign Exchange Forward Contract" or "FEF Contract" means a currency exchange transaction or agreement or any option with respect to any such transaction now existing or hereafter entered into between the Borrower and the Bank;

At the Borrower's request, the Bank may agree to enter into FEF Contracts with the Borrower from time to time. The Borrower acknowledges that the Bank makes no formal commitment herein to enter into any FEF Contract and the Bank may, at any time and at all times, in its sole and absolute discretion, accept or reject any request by the Borrower to enter into a FEF Contract. If the Bank does enter into a FEF Contract with the Borrower, it will do so subject to the following:

- a) the Borrower shall promptly issue or countersign and return a confirmation or acknowledgement of the terms of each such FEF Contract as required by the Bank;
- b) the Borrower shall, if required by the Bank, promptly enter into a Foreign Exchange and Options Master Agreement or such other agreement in form and substance satisfactory to the Bank to govern the FEF Contract(s);
- c) in the event of demand for payment under the Agreement of which this schedule forms a part, the Bank may terminate all or any FEF Contracts. If the agreement governing any FEF Contract does not contain provisions governing termination, any such termination shall be effected in accordance with customary market practice. The Bank's determination of amounts owing under any terminated FEF Contract shall be conclusive in the absence of manifest error. The Bank shall apply any amount owing by the Bank to the Borrower on termination of any FEF Contract against the Borrower's obligations to the Bank under the Agreement and any amount owing to the Bank by the Borrower on such termination shall be added to the Borrower's obligations to the Bank under the Agreement and secured by the Security;
- d) the Borrower shall pay all required fees in connection with any FEF Contracts and indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank in relation to any FEF Contract;
- e) any rights of the Bank herein in respect of any FEF Contract are in addition to and not in limitation of or substitution for any rights of the Bank under any agreement governing such FEF Contract. In the event that there is any inconsistency at any time between the terms hereof and any agreement governing such FEF Contract, the terms of such agreement shall prevail;
- f) in addition to any security which may be held at any time in respect of any FEF Contract, upon request by the Bank from time to time, the Borrower will deliver to the Bank such security as is acceptable to the Bank as continuing collateral security for the Borrower's obligations to the Bank in respect of FEF Contracts; and
- g) the Borrower will enter each FEF Contract as principal, and only for purposes of hedging currency risk arising in the ordinary course of the Borrower's business and not for purposes of speculation. The Borrower understands and hereby acknowledges the risks associated with each FEF Contract.

**Schedule "F"**  
**BORROWING LIMIT CERTIFICATE**

I, \_\_\_\_\_, representing the Borrower hereby certify as of end of fiscal quarter ending \_\_\_\_\_:

1. I am familiar with and have examined the provisions of the Agreement dated August 29, 2019 and any amendments thereto, between Prosysco Ltd., as Borrower, and Royal Bank of Canada, as the Bank and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower. Terms defined in the Agreement have the same meanings where used in this certificate.

2. The Borrowing Limit is \$ \_\_\_\_\_, calculated as follows:

Total accounts receivable owing by Persons located in Canada			\$ _____
Less:	a)	Accounts, any portion of which exceeds 90 days	\$ _____
	b)	Accounts due from affiliates	\$ _____
	c)	"Under 90 days" accounts where collection is suspect	\$ _____
	d)	Accounts subject to prior encumbrances	\$ _____
	e)	Holdbacks, contra-accounts or rights of set-off	\$ _____
	f)	Accounts included elsewhere in the Borrowing Limit calculation	\$ _____
	g)	Other ineligible accounts	\$ _____
Plus:	h)	Under 90 day portion of accounts included in a) above, where the over 90 day portion is less than 10% of the amount of accounts, or which the Bank has designated as nevertheless good	\$ _____
Good Accounts Receivable			A \$ _____
Marginable Good Accounts Receivable at 75% of A			B \$ _____
Total inventory classified as raw materials inventory (valued at lesser of cost or net realizable value)			\$ _____
Less:	a)	Inventory subject to prior encumbrances	\$ _____
	b)	Inventory subject to 30 day supplier payables	\$ _____
	c)	Other non qualifying inventory	\$ _____
Unencumbered Inventory			C \$ _____
Marginable Unencumbered Inventory at 50% of C (Max \$4,500,000.00)			D \$ _____
Less: Potential Prior-Ranking Claims while not limited to these include:			
Sales tax, Excise & GST			\$ _____
Employee source deductions such as E.I., CPP, Income Tax			\$ _____
Workers Compensation Board			\$ _____
Wages, Commissions, Vacation Pay			\$ _____
Unpaid Pension Plan Contributions			\$ _____
Overdue Rent, Property & Business Tax and potential claims from third parties such as subcontractors			\$ _____
Other			\$ _____
Total Potential Prior-Ranking Claims			E \$ _____
Borrowing Limit (B+D-E)			\$ _____

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## Schedule F

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Less: Facility #1 Borrowings in excess of \$500,000.00 \$ \_\_\_\_\_  
Margin Surplus (Deficit) \$ \_\_\_\_\_

3. Annexed hereto are the following reports in respect of the Borrower:
- a) aged list of accounts receivable,
  - b) aged list of accounts payable,
  - c) status of inventory, and
  - d) listing of Potential Prior-Ranking Claims.
4. The reports and information provided herewith are accurate and complete in all respects and all amounts certified as Potential Prior-Ranking Claims are current amounts owing and not in arrears.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Schedule "G"

## COMPLIANCE CERTIFICATE

I, \_\_\_\_\_, representing the Borrower hereby certify as of fiscal year ending \_\_\_\_\_:

1. I am familiar with and have examined the provisions of the Agreement dated August 29, 2019 and any amendments thereto, between Prosysco Ltd., as Borrower, and Royal Bank of Canada as the Bank, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower and any Guarantor if applicable. Terms defined in the Agreement have the same meanings where used in this certificate.
2. The representations and warranties contained in the Agreement are true and correct.
3. No event or circumstance has occurred which constitutes or which, with the giving of notice, lapse of time, or both, would constitute a breach of any covenant or other term or condition of this Agreement or an Event of Default and there is no reason to believe that during the next fiscal year of the Borrower, any such event or circumstance will occur.
4. The ratio of Debt Service Coverage is \_\_\_\_\_:1, being not less than the minimum required ratio of 1.25:1.
5. The ratio of Total Liabilities to tangible networth is \_\_\_\_\_:1, being not greater than the maximum permitted ratio of 3.5:1
6. The detailed calculations of the foregoing ratios and covenants is set forth in the addendum annexed hereto and are true and correct in all respects.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Schedule "H"

## RBC COVARIETY DASHBOARD TERMS AND CONDITIONS

If the Borrower elects to fulfill the reporting requirements relating to the submission of financial information set out in this Agreement by accessing a secure web based portal ("**RBC Covarity Dashboard**") via the Internet and using RBC Covarity Dashboard to electronically upload the Borrower's financial information and to complete online and electronically submit certificates, reports and/or forms (the "**Service**"), then the following terms and conditions (the "**RBC Covarity Dashboard Terms and Conditions**") apply and are deemed to be included in, and form part of, the Agreement.

**1. Definitions.** For the purpose of the RBC Covarity Dashboard Terms and Conditions:

**"Disabling Code"** means any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan horse routine, trap door, time bomb, or any other unauthorized codes, designs, routines or instructions that may be used to access, modify, replicate, distort, delete, damage or disable any Electronic Channel, including any related hardware or software.

**"Designated User"** an individual permitted to act on behalf of and bind the Borrower in all respects, and specifically in the submission of Electronically Uploaded Financial Information and/or Electronically Submitted Certificates.

**"Electronic Channel"** means any telecommunication or electronic transmission method which may be used in connection with the Service, including computer, Internet, telephone, e-mail or facsimile.

**"Electronic Communication"** means any information, disclosure, request or other communication or agreement sent, received or accepted using an Electronic Channel.

**"Electronically Submitted Certificates"** means certificates, reports and/or forms completed online and electronically submitted by any Designated User accessing the Service.

**"Electronically Uploaded Financial Information"** means financial data, reports and/or information of the Borrower electronically uploaded by any Designated User accessing the Service.

**"Internet"** means a decentralized global communications medium and the world-wide network of computer networks, accessible to the public, that are connected to each other using specific protocols, which provides for file transfer, electronic mail, remote log in, news, database access, and other services.

**"Password"** means a combination of numbers and/or letters selected by a Designated User that is used to identify the Designated User. The Password is used in conjunction with a User ID to access the Service.

**"Security Breach"** means any breach in the security of the Service, or any actual or threatened use of the Service, a Security Device, or Electronic Channel in a manner contrary to the Agreement, including, without limitation, the introduction of Disabling Code or a Virus to the Service.

**"Security Device"** means a combination of a User ID and Password.

**"Software"** means any computer program or programming (in any code format, including source code), as modified from time to time, and related documentation.

**"User ID"** means the combination of numbers and/or letters selected by the Borrower used to identify a particular Designated User. The User ID is used in conjunction with a Password to access the Service.

**"Virus"** means an element which is designed to corrupt data or enable access to or adversely impact upon the performance of computer systems, including any virus, worm, logic bomb and Trojan horse.

Terms defined in the Agreement have the same meanings where used in the RBC Covarity Dashboard Terms and Conditions.

**2. Access to the Service.** The Borrower will appoint one or more Designated User(s) to access the Service on behalf of the Borrower. The Borrower acknowledges and agrees that each Designated User appointed by the Borrower may electronically upload the Borrower's financial information and may view all previously uploaded financial information and all calculations in the RBC Covarity Dashboard.

At the time of registration for the Service, the Borrower will advise the Bank of the name and e-mail address of each Designated User. The Borrower will immediately advise the Bank if a Designated User changes or is no longer valid.

The Bank will provide the Borrower with a User ID and temporary password for each Designated User. Each Designated User will receive the User ID and temporary password delivered to their e-mail address. Each Designated User will change the temporary password to a unique Password which may not be easily guessed or obtained by others. If it is suspected or known that the Password has been compromised in any way, the Password must be changed immediately.

On first access to the Service, each Designated User will be required to read and agree to terms of use which will thereafter be accessible from a link located on each web page of the Service.

**3. Security Devices.** The Borrower recognizes that possession of a Security Device by any person may result in that person having access to the Service. The Borrower agrees that the use of a Security Device in connection with the Service, including any information sent, received or accepted using the Service, will be deemed to be conclusive proof that such information is accurate and complete, and the submission of which is authorized by, and enforceable against, the Borrower.

The Borrower is responsible for maintaining the security and confidentiality of Security Devices which may be used in connection with the Service. The Borrower is responsible for ensuring that a Security Device will only be provided to and used by a Designated User. The Borrower agrees to be bound by any actions or omissions resulting from the use of any Security Device in connection with the Service.

**4. Security.** Each party shall at all times have in place appropriate policies and procedures to protect the security and confidentiality of the Service, Electronic Channels and Electronic Communication and to prevent any unauthorized access to and use of the Service and Electronic Channels. The Borrower agrees to comply with any additional procedures, standards or other security requirements that the Bank may require in order to access the Service.

The Borrower will not (i) access or use the Service for an illegal, fraudulent, malicious or defamatory purpose, or (ii) take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Service (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person).

The Borrower agrees not to transmit via the Service any viruses, worms, defects, Trojan horses or any items of a destructive nature. The Borrower shall maintain the security of their computer by using anti-virus scanning, a firewall and installing the latest security patches to provide assurance that no Virus is introduced into the systems or Software while accessing the Service.

**5. Unsecure Electronic Channels.** The Borrower acknowledges and agrees that if it uses, or if it authorizes and directs the Bank to use, any unencrypted Electronic Channel, including unencrypted e-mail or facsimile, any Electronic Communication sent, received and/or accepted using such Electronic Channel is not secure, reliable, private or confidential. Any such Electronic Communication could be subject to interception, loss or alteration, and may not be received by the intended recipient in a timely manner or at all. The Borrower assumes full responsibility for the risks associated with such Electronic Communication.

**6. Notice of Security Breach.** The Borrower shall notify the Bank by notifying the RBC Account Manager in writing immediately of any Security Breach including: (i) any application vulnerability or if a Virus is contained in or affects transmission of information to the Service; or (ii) if the Borrower knows or reasonably ought to know that an unauthorized person may have access to the Service, Security Device or Electronic Channel.

If a Security Breach occurs the Borrower shall: (i) assist the Bank in the management of any consequences arising from it; (ii) take any reasonable steps necessary for it to take to mitigate any harm resulting from it; and (iii) take appropriate steps to prevent its recurrence.

**7. Binding Effect.** Any Electronic Communication that the Bank receives from or in the name of, or purporting to be from or in the name of, the Borrower or any other person on the Borrower's behalf in connection with the Service, will be considered to be duly authorized by, and enforceable against, the Borrower. The Bank will be authorized to rely and act on any such Electronic Communication, even if the Electronic Communication was not actually from the Borrower or such other person or differs in any way from any previous Electronic Communication sent to the Bank. Any Electronically Uploaded Financial Information will be considered to be financial information submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Uploaded Financial Information accordingly. Any Electronically Submitted Certificates will be considered to be certificates, reports and/or forms completed and submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Submitted Certificates accordingly.

**8. Representations and Warranties.** The Borrower represents and warrants to the Bank that each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted: (i) all financial statements, certificates, forms, reports and all information contained therein will be accurate and complete in all respects; (ii) all amounts certified as Potential Prior-Ranking Claims will be current amounts owing and not in arrears; (iii) all representations and warranties contained in the Agreement will be true and correct; and (iv) no event will have occurred which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default or breach of any covenant or other term or condition of the Agreement. The Borrower will be deemed to repeat these representations and warranties each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted.

**9. Evidence.** Electronic records and other information obtained by the Bank in an Electronic Communication will be admissible in any legal, administrative or other proceedings as conclusive evidence of the contents of those communications in the same manner as an original paper document, and the Borrower waives any right to object to the introduction of any such record or other information into evidence on that basis.

**10. Limitation of Liability.** The Bank is not responsible or liable for any damages arising from: (i) inaccurate, incomplete, false, misleading, or fraudulent information provided to the Bank; (ii) losses incurred as a result of an actual or potential Security Breach; or (iii) losses incurred as a result of application vulnerability or Virus that is contained in or affects any Software or systems used by or on behalf of the Borrower in connection with the Service.

Although every effort is made to provide secure transmission of information, timely communication and confidentiality cannot be guaranteed. In no event shall the Bank be liable for

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any loss or harm resulting from the use of the Service, or from a breach of confidentiality in respect of use of the Service.

**11. Termination.** The ability of the Borrower to fulfill the reporting requirements relating to the submission of financial information set out in the Agreement using RBC Covarity Dashboard shall terminate upon revocation of access to the Service. In addition, the Bank may suspend or terminate access to or discontinue the Service immediately for any reason at any time without prior notice. The Bank will not be responsible for any loss or inconvenience that may result from such suspension or termination. The Borrower, upon giving notice to the Bank by notifying the RBC Account Manager in writing, may terminate use of the Service at any time.

**12. Amendment.** The Bank may amend these RBC Covarity Dashboard Terms and Conditions upon 30 days notice (which may be given electronically by way of e-mail or in writing) to the Borrower. The Borrower agrees that the continued use of the Service after the effective date of a change will constitute conclusive evidence of consent to all such amendments and the Borrower shall be bound by the amendments.





Royal Bank of Canada  
 Commercial Financial Services  
 6880 Financial Dr. 2<sup>nd</sup> Floor Link  
 Mississauga ON L5N 7Y5

December 19, 2019

**Private and Confidential**

**PROSYSCO LTD.**

360 Ambassador Drive  
 Mississauga ON  
 L5T 2J3

We refer to the agreement dated August 29, 2019 and any amendments thereto, between Prosysco Ltd., as the Borrower, and Royal Bank of Canada, as the Bank, (the "**Agreement**").

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or events of default now existing or hereafter arising under any Bank document, and whether known or unknown, and this amending agreement shall not be construed as a waiver of any such breach, default or events of default.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The Agreement is amended as follows:

1. The Credit Facilities section is amended as follows:
  - i) Facility #1 is amended by deleting "\$1,800,000.00" and by substituting "\$2,000,000.00".
  - ii) the Availability section for Facility #1 is amended and restated as follows;

**AVAILABILITY**

The Borrower may borrow, convert, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

Borrowings outstanding under this facility in excess of \$500,000.00 must not exceed at any time the aggregate of the following, less Potential Prior-Ranking Claims (the "**Borrowing Limit**"):

- a) 75% of Good Accounts Receivable;
  - b) to a maximum of \$500,000.00, 50% of the lesser of cost or net realizable value of Unencumbered Inventory;
2. Schedule "F" - Borrowing Limit Certificate is replaced with the Schedule "F" attached to this amending agreement.

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**BUSINESS LOAN INSURANCE PLAN**

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

**CONDITIONS PRECEDENT**

The effectiveness of this amending agreement is conditional upon receipt of:

- a) a duly executed copy of this amending agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and

Prosysco Ltd.

December 19, 2019

- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally;

- e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank.

**COUNTERPART EXECUTION**

This amending agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

All other terms and conditions outlined in the Agreement remain unchanged and in full force and effect.

This amending agreement is open for acceptance until January 20, 2020, after which date it will be null and void, unless extended by the Bank in its sole discretion.

**ROYAL BANK OF CANADA**



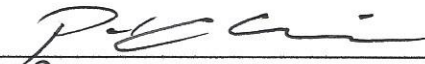
Per: \_\_\_\_\_  
Title: Vice President

**RBC Contact: Sean Hodgins**

/bd

Agreed to and accepted this 20<sup>th</sup> day of DECEMBER 2019.

**PROSYSCO LTD.**

Per:   
Name: PAUL CHIMICO  
Title: PRESIDENT

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Borrower





**Royal Bank of Canada**  
 Commercial Financial Services  
 6880 Financial Dr., 2<sup>nd</sup> Floor  
 Mississauga, ON.  
 L5N 7Y5

December 3, 2021

**Private and Confidential**

**PROSYSCO LTD.**  
 360 Ambassador Drive  
 Mississauga, Ontario  
 L5T 2J3

ROYAL BANK OF CANADA (the "**Bank**") hereby confirms the credit facilities described below (the "**Credit Facilities**") subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the "**Agreement**"). This Agreement amends and restates without novation the existing agreement dated August 29, 2019 and any amendments thereto. Any amount owing by the Borrower to the Bank under such previous agreement is deemed to be a Borrowing under this Agreement. Any and all security that has been delivered to the Bank and is set forth as Security below, shall remain in full force and effect, is expressly reserved by the Bank and, unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the Credit Facilities. Unless otherwise provided, all dollar amounts are in Canadian currency.

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, default or Event of Default.

**BORROWER:** Prosysco Ltd. (the "**Borrower**")

**CREDIT FACILITIES**

**Facility #1:** \$3,000,000.00 revolving demand facility by way of:

a) RBP based loans ("**RBP Loans**")

Revolve in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBP + 1.50%

b) RBUSBR based loans in US currency ("**RBUSBR Loans**")

Revolve in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBUSBR + 1.50%

**AVAILABILITY**

The Borrower may borrow, convert, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

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In the event the aggregate Borrowings outstanding under this facility exceed \$2,000,000.00, the aggregate Borrowings outstanding under this facility must not exceed at any time the aggregate of the following, less Potential Prior-Ranking Claims (the "**Borrowing Limit**"):

- a) 75% of Good Canadian/US Accounts Receivable;
- b) 65% of Good Foreign Accounts Receivable; and
- c) to a maximum of \$500,000.00, 50% of the lesser of cost or net realizable value of Unencumbered Inventory.

#### **REPAYMENT**

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, Borrowings under this facility are repayable on demand.

#### **GENERAL ACCOUNT**

The Borrower shall establish current accounts with the Bank in each of Canadian currency and US currency (each a "**General Account**") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of each General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;
- b) if such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans, or RBUSBR Loans as applicable, under this facility.

**Facility #2:** \$500,000.00 non-revolving lease facility by way of Leases. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and a separate agreement, the terms of the separate agreement will govern.

#### **AVAILABILITY**

The Borrower may borrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of this facility at any time from time to time without notice. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

#### **OTHER FACILITIES**

The Credit Facilities are in addition to the following facilities (the "**Other Facilities**"). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

- a) Credit Card to a maximum amount of \$70,000.00 available in Canadian currency and US currency;
- b) All Business Vehicle Solutions Loans and/or Contracts outstanding at any time and from time to time; and
- c) All Foreign Exchange Forward Contracts outstanding at any time and from time to time.

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**FEES****One Time Fee:**

Payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

**Monthly Fee:**

Payable in arrears on the same day of each month.

Review Fee: \$500.00

Management Fee: \$150.00

**SECURITY**

Security for the Borrowings and all other obligations of the Borrower to the Bank, including, without limitation, any amounts outstanding under any Leases, if applicable, (collectively, the "Security"), shall include:

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- b) General security agreement on the Bank's form 920 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- c) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$820,000.00 signed by 1110615 Ontario Ltd., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of 1110615 Ontario Ltd.;
- d) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$700,000.00 signed by Alan Chimko and Paul Chimko;
- e) Postponement and assignment of claim on the Bank's form 918 signed by Alan Chimko;
- f) Postponement and assignment of claim on the Bank's form 918 signed by Paul Chimko;
- g) Postponement and assignment of claim on the Bank's form 918 signed by 1110615 Ontario Ltd.;
- h) Postponement and assignment of claim on the Bank's form 918 signed by 2090985 Ontario Ltd.;
- i) Postponement and assignment of claim on the Bank's form 918 signed by Dimitry Puzhitsky; and
- j) Postponement and assignment of claim on the Bank's form 918 signed by 2289722 Ontario Ltd.

**FINANCIAL COVENANTS**

In the event that the Borrower changes accounting standards, accounting principles and/or the application of accounting principles during the term of this Agreement, all financial covenants shall be calculated using the accounting standards and principles applicable at the time this Agreement was entered into.

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of any demand or other discretionary facility the Borrower covenants and agrees with the Bank that the Borrower will:

- a) maintain to be measured as at the end of each fiscal year:
  - i. Debt Service Coverage, of not less than 1.25:1;
- b) ensure, to be measured as at the end of each fiscal year, a ratio of Total Liabilities to Tangible Net Worth of not greater than 3.5:1, reducing to 3.25:1 as of fiscal year ending February 28, 2022, reducing to 3:1 as of fiscal year ending February 28, 2023 and further reducing to 2.5:1 as of fiscal year ending February 28, 2024 thereafter maintain to be measured as at the end of each fiscal year, a ratio of Total Liabilities to Tangible Net Worth of not greater than 2.5:1.

**REPORTING REQUIREMENTS**

The Borrower will provide the following to the Bank:

- a) in the event the aggregate Borrowings outstanding under Facility #1 exceed \$2,000,000.00 as at the end of any month, a Borrowing Limit Certificate, substantially in the form of Schedule "F", signed on behalf of the Borrower by any one of the Chief Executive Officer, the President, the Vice-President Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, within 20 days of such month end, unless one has been provided within the immediately preceding 30 days pursuant to the Conditions Precedent Facility #1 section of this Agreement;
- b) in the event the aggregate Borrowings outstanding under Facility #1 exceed \$2,000,000.00 as at the end of any month aged list of accounts receivable, aged list of accounts payable, listing of aged raw materials inventory, listing of finished good inventory (net of work-in progress inventory) and listing of Potential Prior-Ranking Claims for the Borrower, within 20 days of such month end, unless these have been provided within the immediately preceding 30 days pursuant to the Conditions Precedent Facility #1 section of this Agreement;
- c) annual Compliance Certificate, substantially in the form of Schedule "G" signed by an authorized signing officer of the Borrower, within 120 days of each fiscal year end, certifying compliance with this Agreement including the financial covenants set forth in the Agreement;
- d) annual review engagement financial statements for the Borrower, within 120 days of each fiscal year end;
- e) annual notice to reader financial statements for 1110615 Ontario Ltd. and 2090985 Ontario Inc., within 120 days of each fiscal year end;
- f) biennial personal statement of affairs for all Guarantors, who are individuals, within 120 days of the end of every second fiscal year of the Borrower, commencing with the fiscal year ending in 2022; and
- g) such other financial and operating statements and reports as and when the Bank may reasonably require.

**CONDITIONS PRECEDENT**

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally:

- e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank; and
- f) no Lease will be made available to the Borrower unless it meets the leasing criteria established by the Bank and the Bank has received such documentation in respect thereof as may be required by the Bank.

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**CONDITIONS PRECEDENT FACILITY #1**

In addition to the conditions set forth in the Conditions Precedent section above, the availability of any Borrowing under Facility #1, if, after giving effect to the requested Borrowing, the aggregate Borrowings outstanding under this facility would exceed \$2,000,000.00, is conditional upon the receipt of the following prior to each and every Borrowing:

- a) Borrowing Limit Certificate, substantially in the form of Schedule "F", signed on behalf of the Borrower by any one of the Chief Executive Officer, the President, the Vice-President Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, unless one has been provided within the immediately preceding 30 days pursuant to this section or the Reporting Requirements section of this Agreement;
- b) aged list of accounts receivable, aged list of accounts payable, listing of aged raw materials inventory, listing of finished good inventory (net of work-in progress inventory) and listing of Potential Prior-Ranking Claims for the Borrower, unless these have been provided within the immediately preceding 30 days pursuant to this section or the Reporting Requirements section of this Agreement.

**BUSINESS LOAN INSURANCE PLAN**

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

P.C.

Prosysco Ltd.

December 3, 2021

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

**GOVERNING LAW JURISDICTION**

Province of Ontario.

**ACCEPTANCE**

This Agreement is open for acceptance until January 3, 2022 after which date it will be null and void, unless extended by the Bank in its sole discretion.

**ROYAL BANK OF CANADA**


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

Title: Vice President

**RBC Contact: Siva Gurrappadi**

/vp

We acknowledge and accept the terms and conditions of this Agreement on this 8<sup>th</sup> day of December, 2021.

**PROSYSCO LTD.**

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

Name: DAN CHIMKOTitle: PRESIDENT.

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

Name:

Title:

I/We have the authority to bind the Borrower

**Attachments:**

Terms and Conditions

Schedules:

- Definitions
- Calculation and Payment of Interest and Fees
- Additional Borrowing Conditions
- Borrowing Limit Certificate
- Compliance Certificate
- RBC Covarity Dashboard Terms and Conditions

## TERMS AND CONDITIONS

The Bank is requested by the Borrower to make the Credit Facilities available to the Borrower in the manner and at the rates and times specified in this Agreement. Terms defined elsewhere in this Agreement and not otherwise defined in the Terms and Conditions below or the Schedules attached hereto have the meaning given to such terms as so defined. In consideration of the Bank making the Credit Facilities available, the Borrower agrees, and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

### REPAYMENT

Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in this Agreement and shall be paid in the currency of the Borrowing. Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment. In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand. Where any Borrowings are repayable by scheduled blended payments, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be. Borrowings repayable by way of scheduled payments of principal and interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement. The Borrower shall ensure that the maturities of instruments or contracts selected by the Borrower when making Borrowings will be such so as to enable the Borrower to meet its repayment obligations. For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the Maturity Date of the applicable Borrowings shall automatically be amended accordingly.

In the case of any reducing term loan and/or reducing term facility ("**Reducing Term Loan/Facility**"), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter ("**Renewal Letter**") to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the Maturity Date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

### PREPAYMENT

Where Borrowings are by way of RBP Loans or RBUSBR Loans, the Borrower may prepay such Borrowings in whole or in part without fee or premium.

The prepayment of any Borrowings under a term facility and/or any term loan will be made in the reverse order of maturity.

### EVIDENCE OF INDEBTEDNESS

The Bank shall maintain accounts and records (the "**Accounts**") evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

P.C.

**GENERAL COVENANTS**

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

- a) will pay all sums of money when due under the terms of this Agreement;
- b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security or an Event of Default;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;
- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under Reporting Requirements;
- h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- j) except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- k) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- l) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of combination with any other Person;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any entity regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
- o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

**FEES, COSTS AND EXPENSES**

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or

protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

#### **GENERAL INDEMNITY**

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable, or any Event of Default, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower or any Guarantor and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

#### **AMENDMENTS AND WAIVERS**

Save and except for any waiver or extension of the deadline for acceptance of this Agreement at the Bank's sole discretion, which may be communicated in writing, verbally, or by conduct, no amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Each Guarantor, if applicable, agrees that the amendment or waiver of any provision of this Agreement (other than agreements, covenants or representations expressly made by any Guarantor herein, if any) may be made without and does not require the consent or agreement of, or notice to, any Guarantor. Any amendments requested by the Borrower will require review and agreement by the Bank and its counsel. Costs related to this review will be for the Borrower's account.

#### **SUCCESSORS AND ASSIGNS**

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank. The Bank may assign or transfer all or any part of its rights and obligations under this Agreement to any Person. The Bank may disclose to potential or actual assignees or transferees confidential information regarding the Borrower and any Guarantor if applicable, (including, any such information provided by the Borrower, and any Guarantor if applicable, to the Bank) and shall not be liable for any such disclosure.

#### **GAAP**

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

#### **SEVERABILITY**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

**GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the Province identified in the Governing Law Jurisdiction section of this Agreement and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

**DEFAULT BY LAPSE OF TIME**

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower, or a Guarantor if applicable, in default thereof.

**SET-OFF**

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

**NOTICES**

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

**CONSENT OF DISCLOSURE**

The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

**NON-MERGER**

The provisions of this Agreement shall not merge with any Security provided to the Bank, but shall continue in full force for the benefit of the parties hereto.

**JOINT AND SEVERAL**

Where more than one Person is liable as Borrower or Guarantor if applicable for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidarily) with each other such Person.

**COUNTERPART EXECUTION**

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

**ELECTRONIC MAIL AND FAX TRANSMISSION**

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as though it were an original document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

**ELECTRONIC IMAGING**

The parties hereto agree that, at any time, the Bank may convert paper records of this Agreement and all other documentation delivered to the Bank (each, a "**Paper Record**") into electronic images (each, an "**Electronic Image**") as part of the Bank's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

**REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants to the Bank that:

- a) if applicable, it is duly constituted, validly existing and duly registered or qualified to carry on business or its operations in all jurisdictions where the nature of its properties, assets, business or operations make such registration or qualification necessary or desirable;
- b) the execution, delivery and performance by it of this Agreement do not violate any Applicable Laws or agreements to which it is subject or by which it is bound, and where applicable, have been duly authorized by all necessary actions and do not violate its constating documents;
- c) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any covenant or other term or condition of this Agreement or any Security or any other agreement delivered to the Bank or an Event of Default;
- d) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any Environmental and Health and Safety Laws which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under this Agreement or any Security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to the Bank; and
- e) it has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than as may be provided for herein.

Representations and warranties are deemed to be repeated as at the time of each Borrowing and/or the entering into each Lease, if applicable, hereunder.

**LANGUAGE**

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

**WHOLE AGREEMENT**

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

**EXCHANGE RATE FLUCTUATIONS**

If, for any reason, the amount of Borrowings and/or Leases, if applicable, outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

**JUDGEMENT CURRENCY**

If for the purpose of obtaining judgement in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the "**Judgement Currency**") any amount due hereunder in any currency other than the Judgement Currency, then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgement is given. For this purpose "rate of exchange" means the rate at which the Bank would, on the relevant date, be prepared to sell a similar amount of such currency in the

Toronto foreign exchange market, against the Judgement Currency, in accordance with normal banking procedures.

In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgement is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such date is the amount in the Judgement Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency together with interest at RBP and expenses (including legal fees on a solicitor and client basis). Any additional amount due from the Borrower under this section will be due as a separate debt and shall not be affected by judgement being obtained for any other sums due under or in respect of this Agreement.

#### EVENTS OF DEFAULT

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each of the following shall constitute an "Event of Default" which shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

- a) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;
- b) failure of the Borrower, or any Guarantor if applicable, to observe any covenant, term or condition contained in this Agreement, the Security, or any other agreement delivered to the Bank or in any documentation relating hereto or thereto;
- c) the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
- e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership or operation of the Borrower, or any Guarantor if applicable;
- f) if any representation or warranty made by the Borrower, or any Guarantor if applicable, under this Agreement or in any other document relating hereto or under any Security shall be false in any material respect; or
- g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.

#### INCREASED COSTS

If any change in Applicable Laws or the interpretation thereof after the date hereof (i) imposes or increases taxes on payments due to the Bank hereunder (other than taxes on the overall net income of the Bank), (ii) imposes or increases any reserve or other similar requirement or (iii) imposes or changes any other condition affecting the Credit Facilities, and the result of any of the foregoing results in any additional cost to the Bank of making available, continuing or maintaining any of the Credit Facilities hereunder (or maintaining any obligations to make any such Credit Facilities available hereunder) or results in any reduction in the amount of any sum received or receivable by the Bank in connection with this Agreement or the Credit Facilities made available hereunder, then from time to time, upon written request of the Bank, the Borrower

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shall promptly pay to the Bank, such additional amount or amounts as will compensate the Bank for any such additional costs incurred or reduction suffered.

**CONFIDENTIALITY**

This Agreement and all of its terms are confidential ("**Confidential Information**"). The Borrower shall keep the Confidential Information confidential and will not disclose the Confidential Information, or any part thereof, to any Person other than the Borrower's directors, officers, employees, agents, advisors, contractors, consultants and other representatives of the Borrower who need to know the Confidential Information for the purpose of this Agreement, who shall be informed of the confidential nature of the Confidential Information and who agree or are otherwise bound to treat the Confidential Information consistent with the terms of this Agreement. Without limiting the generality of the foregoing, the Borrower shall not issue any press release or make any other public announcement or filing with respect to the Confidential Information without the Bank's prior written consent.

## Schedule "A"

### DEFINITIONS

For the purpose of this Agreement, if applicable, the following terms and phrases shall have the following meanings:

**"Applicable Laws"** means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;

**"Borrowing"** means each use of a Credit Facility, excluding Leases, and all such usages outstanding at any time are **"Borrowings"**;

**"Business Day"** means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada;

**"Business Loan Insurance Plan"** means the optional group creditor insurance coverage, underwritten by Sun Life Assurance Company of Canada, and offered in connection with eligible loan products offered by the Bank;

**"Canadian/US Accounts Receivable"** means trade accounts receivable of the Borrower owing by Persons whose chief operating activities are located in the US or Canada;

**"Cash Taxes"** means, for any fiscal period, any amounts paid in respect of income taxes;

**"Contaminant"** includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

**"Corporate Distributions"** means any payments to any shareholder, director or officer, or to any associate or holder of subordinated debt, or to any shareholder, director or officer of any associate or holder of subordinated debt, including, without limitation, bonuses, dividends, interest, salaries or repayment of debt or making of loans to any such Person, but excluding salaries to officers or other employees in the ordinary course of business;

**"Debt Service Coverage"** means, for any fiscal period, the ratio of EBITDA, less Cash Taxes and, to the extent not deducted in determining net income, less Corporate Distributions, to the total of Interest Expense and scheduled principal payments in respect of Funded Debt;

**"EBITDA"** means, for any fiscal period, net income from continuing operations (excluding extraordinary gains or losses) plus, to the extent deducted in determining net income, Interest Expense and income taxes accrued during, and depreciation, depletion and amortization expenses deducted for, the period;

**"Environmental Activity"** means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

**"Environmental and Health and Safety Laws"** means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

**"Equity"** means the total of share capital, (excluding preferred shares redeemable within one year) contributed surplus and retained earnings plus Postponed Debt;

**"Equivalent Amount"** means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

**"Foreign Accounts Receivable"** means trade accounts receivable of the Borrower owing by Persons whose chief operating activities are located in Australia, Belgium, Germany, Italy, the United Kingdom or the Hong Kong Special Administrative Region of the People's Republic of China;

**"Funded Debt"** means, at any time for the fiscal period then ended, all obligations for borrowed money which bears interest or to which interest is imputed plus, without duplication, all obligations for the deferred payment of the purchase of property, all capital lease obligations and all indebtedness secured by purchase money security interests, but excluding Postponed Debt;

**"Good Canadian/US Accounts Receivable"** means Canadian/US Accounts Receivable excluding (i) the entire amount of accounts, any portion of which is outstanding more than 90 days after billing date, provided that the under 90 day portion may be included where the over 90 day portion is less than 10% of the amount of accounts, or where the Bank has designated such portion as nevertheless good, (ii) all amounts due from any affiliate, (iii) bad or doubtful accounts, (iv) accounts subject to any security interest or other encumbrance ranking or capable of ranking in priority to the Bank's security, (v) the amount of all holdbacks, contra accounts or rights of set-off on the part of any account debtor, (vi) those trade accounts receivable included elsewhere in the Borrowing Limit calculation, or (vii) any accounts which the Bank has previously advised to be ineligible;

**"Good Foreign Accounts Receivable"** means Foreign Accounts Receivable excluding (i) the entire amount of accounts, any portion of which is outstanding more than 90 days after billing date, provided that the under 90 day portion may be included where the over 90 day portion is less than 10% of the amount of accounts, or where the Bank has designated such portion as nevertheless good, (ii) all amounts due from any affiliate, (iii) bad or doubtful accounts, (iv) accounts subject to any security interest or other encumbrance ranking or capable of ranking in priority to the Bank's security, (v) the amount of all holdbacks, contra accounts or rights of set-off on the part of any account debtor, (vi) those trade accounts receivable included elsewhere in the Borrowing Limit calculation, or (vii) any accounts which the Bank has previously advised to be ineligible;

**"Guarantor"** means any Person who has guaranteed the obligations of the Borrower under this Agreement;

**"Interest Expense"** means, for any fiscal period, the aggregate cost of advances of credit outstanding during that period including, without limitation, interest charges, capitalized interest, the interest component of capital leases, fees payable in respect of letters of credit and letters of guarantee and discounts incurred and fees payable in respect of bankers' acceptances;

**"Lease"** means an advance of credit by the Bank to the Borrower by way of a Master Lease Agreement, Master Leasing Agreement, Leasing Schedule, Equipment Lease, Conditional Sales Contract, or pursuant to an Interim Funding Agreement or an Agency Agreement, in each case issued to the Borrower;

**"Maturity Date"** means the date on which a facility is due and payable in full;

**"Permitted Encumbrances"** means, in respect of the Borrower:

- a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities

when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; and  
b) Security granted in favour of the Bank;

**"Person"** includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof, and any other incorporated or unincorporated entity;

**"Policy"** means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank;

**"Postponed Debt"** means indebtedness that is fully postponed and subordinated, both as to principal and interest, on terms satisfactory to the Bank, to the obligations owing to the Bank hereunder;

**"Potential Prior-Ranking Claims"** means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

**"RBP"** and **"Royal Bank Prime"** each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

**"RBUSBR"** and **"Royal Bank US Base Rate"** each means the annual rate of interest announced by the Bank from time to time as a reference rate then in effect for determining interest rates on commercial loans made in US currency in Canada;

**"Release"** includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

**"Tangible Net Worth"** means the total of Equity less intangibles, deferred charges, leasehold improvements, deferred tax credits and unsecured advances to related parties. For the purpose hereof, intangibles are assets lacking physical substance;

**"Total Liabilities"** means all liabilities, exclusive of deferred tax liabilities and Postponed Debt;

**"Unencumbered Inventory"** means raw materials inventory and finished goods inventory of the Borrower which is not subject to any security interest or other encumbrance or any other right or claim which ranks or is capable of ranking in priority to the Bank's security including, without limitation, rights of unpaid suppliers to repossess inventory within 30 days after delivery and rights of unpaid farmers, fishermen and aquaculturalists in respect of any unpaid amounts for products sold and delivered within the previous 15 days, under the *Bankruptcy and Insolvency Act*, Canada;

**"US"** means United States of America.

**Schedule "B"****CALCULATION AND PAYMENT OF INTEREST AND FEES****LIMIT ON INTEREST**

The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law. In no event shall the effective interest rate payable by the Borrower under any facility be less than zero.

**OVERDUE PAYMENTS**

Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this Agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%, or, in the case of an amount in US currency if applicable, RBUSBR plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity date, demand and judgement.

**EQUIVALENT YEARLY RATES**

The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

**TIME AND PLACE OF PAYMENT**

Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity date, demand and judgement.

**RBP LOANS AND RBUSBR LOANS**

The Borrower shall pay interest on each RBP Loan and RBUSBR Loan, monthly in arrears, on the 26th day of each month or such other day as may be agreed to between the Borrower and the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days and shall be paid in the currency of the applicable Borrowing.

f.c.

## Schedule "D"

## ADDITIONAL BORROWING CONDITIONS

FEF Contracts:

**"Foreign Exchange Forward Contract"** or **"FEF Contract"** means a currency exchange transaction or agreement or any option with respect to any such transaction now existing or hereafter entered into between the Borrower and the Bank;

At the Borrower's request, the Bank may agree to enter into FEF Contracts with the Borrower from time to time. The Borrower acknowledges that the Bank makes no formal commitment herein to enter into any FEF Contract and the Bank may, at any time and at all times, in its sole and absolute discretion, accept or reject any request by the Borrower to enter into a FEF Contract. If the Bank does enter into a FEF Contract with the Borrower, it will do so subject to the following:

- a) the Borrower shall promptly issue or countersign and return a confirmation or acknowledgement of the terms of each such FEF Contract as required by the Bank;
- b) the Borrower shall, if required by the Bank, promptly enter into a Foreign Exchange and Options Master Agreement or such other agreement in form and substance satisfactory to the Bank to govern the FEF Contract(s);
- c) in the event of demand for payment under the Agreement of which this schedule forms a part, the Bank may terminate all or any FEF Contracts. If the agreement governing any FEF Contract does not contain provisions governing termination, any such termination shall be effected in accordance with customary market practice. The Bank's determination of amounts owing under any terminated FEF Contract shall be conclusive in the absence of manifest error. The Bank shall apply any amount owing by the Bank to the Borrower on termination of any FEF Contract against the Borrower's obligations to the Bank under the Agreement and any amount owing to the Bank by the Borrower on such termination shall be added to the Borrower's obligations to the Bank under the Agreement and secured by the Security;
- d) the Borrower shall pay all required fees in connection with any FEF Contracts and indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank in relation to any FEF Contract;
- e) any rights of the Bank herein in respect of any FEF Contract are in addition to and not in limitation of or substitution for any rights of the Bank under any agreement governing such FEF Contract. In the event that there is any inconsistency at any time between the terms hereof and any agreement governing such FEF Contract, the terms of such agreement shall prevail;
- f) in addition to any security which may be held at any time in respect of any FEF Contract, upon request by the Bank from time to time, the Borrower will deliver to the Bank such security as is acceptable to the Bank as continuing collateral security for the Borrower's obligations to the Bank in respect of FEF Contracts; and
- g) the Borrower will enter each FEF Contract as principal, and only for purposes of hedging currency risk arising in the ordinary course of the Borrower's business and not for purposes of speculation. The Borrower understands and hereby acknowledges the risks associated with each FEF Contract.

### BORROWING LIMIT CERTIFICATE

I, \_\_\_\_\_, representing the Borrower hereby certify as of month ending \_\_\_\_\_ :

1. I am familiar with and have examined the provisions of the Agreement dated December 3, 2021 and any amendments thereto, between Prosysco Ltd., as Borrower, and Royal Bank of Canada, as the Bank and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower. Terms defined in the Agreement have the same meanings where used in this certificate.

2. The Borrowing Limit is \$ \_\_\_\_\_, calculated as follows:

Total Canadian/US Accounts Receivable						\$ _____
Less:	a)	Accounts, any portion of which exceeds 90 days	\$ _____			
	b)	Accounts due from affiliates	\$ _____			
	c)	"Under 90 days" accounts where collection is suspect	\$ _____			
	d)	Accounts subject to prior encumbrances	\$ _____			
	e)	Holdbacks, contra-accounts or rights of set-off	\$ _____			
	f)	Accounts included elsewhere in the Borrowing Limit calculation	\$ _____			
	g)	Other ineligible accounts	\$ _____			
Plus:	h)	Under 90 day portion of accounts included in a) above, where the over 90 day portion is less than 10% of the amount of accounts, or which the Bank has designated as nevertheless good	\$ _____			
Good Canadian/US Accounts Receivable						A \$ _____
Marginable Good Canadian/US Accounts Receivable at 75% of A						B \$ _____
Total Foreign Accounts Receivable						\$ _____
Less:	a)	Accounts, any portion of which exceeds 90 days	\$ _____			
	b)	Accounts due from affiliates	\$ _____			
	c)	"Under 90 days" accounts where collection is suspect	\$ _____			
	d)	Accounts subject to prior encumbrances	\$ _____			
	e)	Holdbacks, contra-accounts or rights of set-off	\$ _____			
	f)	Accounts included elsewhere in the Borrowing Limit calculation	\$ _____			
	g)	Other ineligible accounts	\$ _____			
Plus:	h)	Under 90 day portion of accounts included in a) above, where the over 90 day portion is less than 10% of the amount of accounts, or which the Bank has designated as nevertheless good	\$ _____			
Good Foreign Accounts Receivable						C \$ _____
Marginable Good Foreign Accounts Receivable at 65% of C						D \$ _____
Total inventory (valued at lesser of cost or net realizable value)						\$ _____
Less:	a)	Inventory subject to prior encumbrances	\$ _____			
	b)	Inventory subject to 30 day supplier payables	\$ _____			
	c)	Other non qualifying inventory	\$ _____			
Unencumbered Inventory						E \$ _____

Schedule F

Marginable Unencumbered Inventory at 50% of E (Max \$500,000.00)		F	\$ _____
Less: Potential Prior-Ranking Claims while not limited to these include:			
Sales tax, Excise & GST	\$ _____		
Employee source deductions such as E.I., CPP, Income Tax	\$ _____		
Workers Compensation Board	\$ _____		
Wages, Commissions, Vacation Pay	\$ _____		
Unpaid Pension Plan Contributions	\$ _____		
Overdue Rent, Property & Business Tax and potential claims from third parties such as subcontractors	\$ _____		
Other	\$ _____		
Total Potential Prior-Ranking Claims		G	\$ _____
Borrowing Limit (B+D+F-G)			\$ _____
Less: Facility #1 Borrowings			\$ _____
Margin Surplus (Deficit)			\$ _____

3. The reports (if required as per the Reporting Requirements section of the Agreement) and information provided herewith are accurate and complete in all respects and all amounts certified as Potential Prior-Ranking Claims are current amounts owing and not in arrears.
4. The Borrower has no creditors in Australia, Belgium, Germany, Italy, the United Kingdom or the Hong Kong Special Administrative Region of the People's Republic of China.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

P.C.

## Schedule "G"

## COMPLIANCE CERTIFICATE

I, \_\_\_\_\_, representing the Borrower hereby certify as of fiscal year ending \_\_\_\_\_:

1. I am familiar with and have examined the provisions of the Agreement dated December 3, 2021 and any amendments thereto, between Prosysco Ltd., as Borrower, and Royal Bank of Canada as the Bank, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower and any Guarantor if applicable. Terms defined in the Agreement have the same meanings where used in this certificate.
2. The representations and warranties contained in the Agreement are true and correct.
3. No event or circumstance has occurred which constitutes or which, with the giving of notice, lapse of time, or both, would constitute a breach of any covenant or other term or condition of this Agreement or an Event of Default and there is no reason to believe that during the next fiscal year of the Borrower, any such event or circumstance will occur.
4. Debt Service Coverage is \_\_\_\_\_:1, being not less than the minimum required ratio of 1.25:1.
5. The ratio of Total Liabilities to Tangible Net Worth is \_\_\_\_\_:1, being not greater than the maximum permitted ratio of 3.50:1, reducing to 3.25:1 as of fiscal year ending February 28, 2022, reducing to 3:1 as of fiscal year ending February 28, 2023 and further reducing to 2.5:1 as of fiscal year ending February 28, 2024 and thereafter.
6. The detailed calculations of the foregoing ratios and covenants is set forth in the addendum annexed hereto and are true and correct in all respects.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

B.C.

## Schedule "H"

### RBC COVARIETY DASHBOARD TERMS AND CONDITIONS

If the Borrower elects to fulfill the reporting requirements relating to the submission of financial information set out in this Agreement by accessing a secure web based portal ("**RBC Covarity Dashboard**") via the Internet and using RBC Covarity Dashboard to electronically upload the Borrower's financial information and to complete online and electronically submit certificates, reports and/or forms (the "**Service**"), then the following terms and conditions (the "**RBC Covarity Dashboard Terms and Conditions**") apply and are deemed to be included in, and form part of, the Agreement.

**1. Definitions.** For the purpose of the RBC Covarity Dashboard Terms and Conditions:

"**Disabling Code**" means any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan horse routine, trap door, time bomb, or any other unauthorized codes, designs, routines or instructions that may be used to access, modify, replicate, distort, delete, damage or disable any Electronic Channel, including any related hardware or software.

"**Designated User**" an individual permitted to act on behalf of and bind the Borrower in all respects, and specifically in the submission of Electronically Uploaded Financial Information and/or Electronically Submitted Certificates.

"**Electronic Channel**" means any telecommunication or electronic transmission method which may be used in connection with the Service, including computer, Internet, telephone, e-mail or facsimile.

"**Electronic Communication**" means any information, disclosure, request or other communication or agreement sent, received or accepted using an Electronic Channel.

"**Electronically Submitted Certificates**" means certificates, reports and/or forms completed online and electronically submitted by any Designated User accessing the Service.

"**Electronically Uploaded Financial Information**" means financial data, reports and/or information of the Borrower electronically uploaded by any Designated User accessing the Service.

"**Internet**" means a decentralized global communications medium and the world-wide network of computer networks, accessible to the public, that are connected to each other using specific protocols, which provides for file transfer, electronic mail, remote log in, news, database access, and other services.

"**Password**" means a combination of numbers and/or letters selected by a Designated User that is used to identify the Designated User. The Password is used in conjunction with a User ID to access the Service.

"**Security Breach**" means any breach in the security of the Service, or any actual or threatened use of the Service, a Security Device, or Electronic Channel in a manner contrary to the Agreement, including, without limitation, the introduction of Disabling Code or a Virus to the Service.

"**Security Device**" means a combination of a User ID and Password.

"**Software**" means any computer program or programming (in any code format, including source code), as modified from time to time, and related documentation.

"**User ID**" means the combination of numbers and/or letters selected by the Borrower used to identify a particular Designated User. The User ID is used in conjunction with a Password to access the Service.

*P.C.*

**"Virus"** means an element which is designed to corrupt data or enable access to or adversely impact upon the performance of computer systems, including any virus, worm, logic bomb and Trojan horse.

Terms defined in the Agreement have the same meanings where used in the RBC Covarity Dashboard Terms and Conditions.

**2. Access to the Service.** The Borrower will appoint one or more Designated User(s) to access the Service on behalf of the Borrower. The Borrower acknowledges and agrees that each Designated User appointed by the Borrower may electronically upload the Borrower's financial information and may view all previously uploaded financial information and all calculations in the RBC Covarity Dashboard.

At the time of registration for the Service, the Borrower will advise the Bank of the name and e-mail address of each Designated User. The Borrower will immediately advise the Bank if a Designated User changes or is no longer valid.

The Bank will provide the Borrower with a User ID and temporary password for each Designated User. Each Designated User will receive the User ID and temporary password delivered to their e-mail address. Each Designated User will change the temporary password to a unique Password which may not be easily guessed or obtained by others. If it is suspected or known that the Password has been compromised in any way, the Password must be changed immediately.

On first access to the Service, each Designated User will be required to read and agree to terms of use which will thereafter be accessible from a link located on each web page of the Service.

**3. Security Devices.** The Borrower recognizes that possession of a Security Device by any person may result in that person having access to the Service. The Borrower agrees that the use of a Security Device in connection with the Service, including any information sent, received or accepted using the Service, will be deemed to be conclusive proof that such information is accurate and complete, and the submission of which is authorized by, and enforceable against, the Borrower.

The Borrower is responsible for maintaining the security and confidentiality of Security Devices which may be used in connection with the Service. The Borrower is responsible for ensuring that a Security Device will only be provided to and used by a Designated User. The Borrower agrees to be bound by any actions or omissions resulting from the use of any Security Device in connection with the Service.

**4. Security.** Each party shall at all times have in place appropriate policies and procedures to protect the security and confidentiality of the Service, Electronic Channels and Electronic Communication and to prevent any unauthorized access to and use of the Service and Electronic Channels. The Borrower agrees to comply with any additional procedures, standards or other security requirements that the Bank may require in order to access the Service.

The Borrower will not (i) access or use the Service for an illegal, fraudulent, malicious or defamatory purpose, or (ii) take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Service (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person).

The Borrower agrees not to transmit via the Service any viruses, worms, defects, Trojan horses or any items of a destructive nature. The Borrower shall maintain the security of their computer by using anti-virus scanning, a firewall and installing the latest security patches to provide assurance that no Virus is introduced into the systems or Software while accessing the Service.

**5. Unsecure Electronic Channels.** The Borrower acknowledges and agrees that if it uses, or if it authorizes and directs the Bank to use, any unencrypted Electronic Channel, including unencrypted e-mail or facsimile, any Electronic Communication sent, received and/or accepted

using such Electronic Channel is not secure, reliable, private or confidential. Any such Electronic Communication could be subject to interception, loss or alteration, and may not be received by the intended recipient in a timely manner or at all. The Borrower assumes full responsibility for the risks associated with such Electronic Communication.

**6. Notice of Security Breach.** The Borrower shall notify the Bank by notifying the RBC Account Manager in writing immediately of any Security Breach including: (i) any application vulnerability or if a Virus is contained in or affects transmission of information to the Service; or (ii) if the Borrower knows or reasonably ought to know that an unauthorized person may have access to the Service, Security Device or Electronic Channel.

If a Security Breach occurs the Borrower shall: (i) assist the Bank in the management of any consequences arising from it; (ii) take any reasonable steps necessary for it to take to mitigate any harm resulting from it; and (iii) take appropriate steps to prevent its recurrence.

**7. Binding Effect.** Any Electronic Communication that the Bank receives from or in the name of, or purporting to be from or in the name of, the Borrower or any other person on the Borrower's behalf in connection with the Service, will be considered to be duly authorized by, and enforceable against, the Borrower. The Bank will be authorized to rely and act on any such Electronic Communication, even if the Electronic Communication was not actually from the Borrower or such other person or differs in any way from any previous Electronic Communication sent to the Bank. Any Electronically Uploaded Financial Information will be considered to be financial information submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Uploaded Financial Information accordingly. Any Electronically Submitted Certificates will be considered to be certificates, reports and/or forms completed and submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Submitted Certificates accordingly.

**8. Representations and Warranties.** The Borrower represents and warrants to the Bank that each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted: (i) all financial statements, certificates, forms, reports and all information contained therein will be accurate and complete in all respects; (ii) all amounts certified as Potential Prior-Ranking Claims will be current amounts owing and not in arrears; (iii) all representations and warranties contained in the Agreement will be true and correct; and (iv) no event will have occurred which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default or breach of any covenant or other term or condition of the Agreement. The Borrower will be deemed to repeat these representations and warranties each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted.

**9. Evidence.** Electronic records and other information obtained by the Bank in an Electronic Communication will be admissible in any legal, administrative or other proceedings as conclusive evidence of the contents of those communications in the same manner as an original paper document, and the Borrower waives any right to object to the introduction of any such record or other information into evidence on that basis.

**10. Limitation of Liability.** The Bank is not responsible or liable for any damages arising from: (i) inaccurate, incomplete, false, misleading, or fraudulent information provided to the Bank; (ii) losses incurred as a result of an actual or potential Security Breach; or (iii) losses incurred as a result of application vulnerability or Virus that is contained in or affects any Software or systems used by or on behalf of the Borrower in connection with the Service.

Although every effort is made to provide secure transmission of information, timely communication and confidentiality cannot be guaranteed. In no event shall the Bank be liable for any loss or harm resulting from the use of the Service, or from a breach of confidentiality in respect of use of the Service.

**11. Termination.** The ability of the Borrower to fulfill the reporting requirements relating to the submission of financial information set out in the Agreement using RBC Covarity Dashboard shall terminate upon revocation of access to the Service. In addition, the Bank may suspend or terminate access to or discontinue the Service immediately for any reason at any time without prior notice. The Bank will not be responsible for any loss or inconvenience that may result from such suspension or termination. The Borrower, upon giving notice to the Bank by notifying the RBC Account Manager in writing, may terminate use of the Service at any time.

**12. Amendment.** The Bank may amend these RBC Covarity Dashboard Terms and Conditions upon 30 days notice (which may be given electronically by way of e-mail or in writing) to the Borrower. The Borrower agrees that the continued use of the Service after the effective date of a change will constitute conclusive evidence of consent to all such amendments and the Borrower shall be bound by the amendments.

**THIS IS EXHIBIT "B" REFERRED TO IN THE  
AFFIDAVIT OF TERRENCE STANLEY DAVID SCOTT  
SWORN REMOTELY BEFORE ME AT THE CITY  
OF TORONTO, ON THIS 18<sup>TH</sup> DAY OF  
APRIL, 2023.**

DocuSigned by:

*Jessica Wuthmann*

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Commissioner for Taking Affidavits  
Jessica Wuthmann  
LSO# 72442WS



March 8, 2023

PROSYSCO LTD.  
360 Ambassador Drive,  
Mississauga, Ontario  
L5T2J3

Attention: Paul Chimko

Dear Sirs:

Re: Royal Bank of Canada ("the Bank")  
PROSYSCO LTD. (the "Borrower")

It has come to our attention that the Borrower is experiencing financial difficulties as evident by the following:

- 1) Late reporting
- 2) Covenant breaches

To the extent these difficulties exist, the Borrower's risk profile has deteriorated. In light of this the Bank requires specialized expertise to deal with the Borrower. Accordingly, management of your account has been re-assigned to:

Special Loans and Advisory Services  
Attention: David R. Kennedy  
20 King Street West, 2nd Floor  
Toronto, Ontario  
M5H 1C4

Phone: (416)-974-5825, Cell 647-274-2670  
Email: david.r.kennedy@rbc.com

We will arrange a visit to your offices to introduce you to Mr. Kennedy.

As Mr. Kennedy now has responsibility for your account, all future enquiries and reporting requirements should be directed to his attention.

Due to the higher risk and additional administration now attached to your account the Bank will be reviewing the rates and fees being charged.

We remind you that your account(s) and/or loans are to continue to operate and repay as agreed and any cheques or debits presented on account(s) will be returned NSF, without notice to you, if such cheques and/or debits cause an excess.

The difficulties being experienced by the Borrower warrant the Bank's solicitor involvement going forward. Any costs incurred by the Bank on account of its professional advisors will be for the Borrower's account and will be charged to the Borrower's Current Account from time to time. We will provide you with copies of these invoices upon request. We encourage you to discuss the situation with your own legal representative, accountant and/or financial advisor as necessary.

Please acknowledge this letter as indicated below and return a copy, to David R. Kennedy by email

Yours truly,



Keith Castellino,  
Senior Relationship Manager, Manufacturing, Wholesale & Transportation

Copy: David R. Kennedy, Senior Manager, Special Loans

We acknowledge receipt of this letter and agree to its terms.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2023

Prosysco Ltd.  
Per

Name:

Position:

I have authority to bind the Company

Guarantors:

\_\_\_\_\_  
Paul Chimko

\_\_\_\_\_  
Alan Chimko

**THIS IS EXHIBIT "C" REFERRED TO IN THE  
AFFIDAVIT OF TERRENCE STANLEY DAVID SCOTT  
SWORN REMOTELY BEFORE ME AT THE CITY  
OF TORONTO, ON THIS 18<sup>TH</sup> DAY OF  
APRIL, 2023.**

DocuSigned by:

*Jessica Wuthmann*

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Commissioner for Taking Affidavits  
Jessica Wuthmann  
LSO# 72442WS

**NOTICE OF INTENTION TO ENFORCE SECURITY**  
**(Section 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: Prosysco Ltd., an insolvent person

**TAKE NOTICE THAT:**

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the property of the insolvent person described as:

All collateral of the insolvent person as described in the following security and the proceeds from the sale of said collateral:

- a) General Security Agreement dated June 16, 2016;
- b) Royal Bank of Canada Master Lease Agreement dated November 23, 2017 with Leasing Schedules # 201000042371 dated April 3, 2019, # 201000051036, # 201000051153, # 201000061700 dated June 15, 2021 and Commitment to Lease dated July 8, 2022, in relation to Lease Schedule 201000068730.

The property to which the security relates includes, but is not limited to, all accounts, book debts, inventory, equipment, and leased assets wherever located and all other collateral however described of the above-noted insolvent person and the proceeds thereof.

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

- a) General Security Agreement dated June 16, 2016;
- b) Royal Bank of Canada Master Lease Agreement dated November 23, 2017 with Leasing Schedules # 201000042371 dated April 3, 2019, # 201000051036, # 201000051153, # 201000061700 dated June 15, 2021 and Commitment to Lease dated July 8, 2022, in relation to Lease Schedule 201000068730.

3. The total amount of indebtedness secured by the security is \$2,762,618.55 and USD \$251,560.00 as at March 22, 2023, plus interest as set out in the agreements, plus all costs of enforcement on a solicitor and client basis.

4. The secured creditor will not have the right to enforce its security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at London, Ontario this 22 day of March, 2023.

ROYAL BANK OF CANADA  
by its solicitors, Harrison Pensa LLP



Per: \_\_\_\_\_  
TIMOTHY C. HOGAN  
Harrison Pensa LLP  
130 Dufferin Avenue, Suite 1101  
PO Box 3237  
London, ON N6A 4K3  
(519) 661-6743

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.

**CONSENT**  
**(s.244(2) of the *Bankruptcy and Insolvency Act*)**

THE UNDERSIGNED hereby acknowledges receipt of a copy of Royal Bank of Canada's demand dated March 22, 2023 and the Notice of Intention to Enforce Security dated March 22, 2023 pursuant to s.244(1) of the *Bankruptcy and Insolvency Act* and hereby waives the 10 day period set out in the demand and notice and consents to the immediate enforcement of Royal Bank of Canada's security.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of 2023.

PROSYSCO LTD.

Per: \_\_\_\_\_  
 I have authority to bind the company

1110615 ONTARIO LTD.

Per: \_\_\_\_\_  
 I have authority to bind the company

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Alan Chimko

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Paul Jeffrey Chimco

**NOTICE OF INTENTION TO ENFORCE SECURITY**  
**(Section 244(1) of the *Bankruptcy and Insolvency Act*)**

TO: 1110615 Ontario Ltd., an insolvent person

**TAKE NOTICE THAT:**

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the property of the insolvent person described as:

All collateral of the insolvent person as described in the following security and the proceeds from the sale of said collateral:

- a) General Security Agreement dated June 16, 2016.

The property to which the security relates includes, but is not limited to, all accounts, book debts, inventory, and equipment, wherever located and all other collateral however described of the above-noted insolvent person and the proceeds thereof.

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

- a) General Security Agreement dated June 16, 2016.

3. The total amount of indebtedness secured by the security is \$2,762,618.55 and USD \$251,560.00 plus interest as set out in the agreements, plus all costs of enforcement on a solicitor and client basis.

4. The secured creditor will not have the right to enforce its security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at London, Ontario this 22 day of March, 2023.

ROYAL BANK OF CANADA  
by its solicitors, Harrison Pensa LLP



Per: \_\_\_\_\_  
TIMOTHY C. HOGAN  
Harrison Pensa LLP  
130 Dufferin Avenue, Suite 1101  
PO Box 3237  
London, ON N6A 4K3  
(519) 661-6743

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.

**CONSENT**  
**(s.244(2) of the *Bankruptcy and Insolvency Act*)**

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DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of 2023.

1110615 ONTARIO LTD.

Per: \_\_\_\_\_  
I have authority to bind the company

**THIS IS EXHIBIT “D” REFERRED TO IN THE  
AFFIDAVIT OF TERRENCE STANLEY DAVID SCOTT  
SWORN REMOTELY BEFORE ME AT THE CITY  
OF TORONTO, ON THIS 18<sup>TH</sup> DAY OF  
APRIL, 2023.**

DocuSigned by:

*Jessica Wuthmann*

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Commissioner for Taking Affidavits  
Jessica Wuthmann  
LSO# 72442WS



## Profile Report

PROSYSCO LTD. as of March 29, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	PROSYSCO LTD.
Ontario Corporation Number (OCN)	762249
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation/Amalgamation	March 04, 1988
Registered or Head Office Address	360 Ambassador Drive, Mississauga, Ontario, Canada, L5T 2J3

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

*V. Quintanilla W.*

Director/Registrar

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

Active Director(s)

Minimum Number of Directors

[Not Provided]

Maximum Number of Directors

[Not Provided]

Name

PAUL CHIMKO

Address for Service

6101 Netherhart Road, 2, Mississauga, Ontario, Canada, L6S  
4E4

Resident Canadian

Yes

Date Began

January 01, 2018

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

*V. Quintanilla W.*

Director/Registrar

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## Active Officer(s)

Name

PAUL CHIMKO

Position

President

Address for Service

6101 Netherhart Road, 2, Mississauga, Ontario, Canada, L6S  
4E4

Date Began

January 01, 2018

Name

PAUL CHIMKO

Position

Secretary

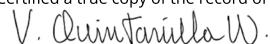
Address for Service

6101 Netherhart Road, 2, Mississauga, Ontario, Canada, L6S  
4E4

Date Began

January 01, 2018

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



Director/Registrar

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## Corporate Name History

Name

Effective Date

PROSYSCO LTD.

Refer to Corporate Records

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

*V. Quintanilla W.*

Director/Registrar

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Additional historical information may exist in paper or microfiche format.

**Active Business Names**

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

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

*V. Quintanilla W.*

Director/Registrar

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**Expired or Cancelled Business Names**

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

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

*V. Quintanilla W.*

Director/Registrar

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## Document List

Filing Name	Effective Date
Archive Document Package	January 12, 2023
Annual Return - 2020 PAF: PAUL CHIMKO - DIRECTOR	August 30, 2020
Annual Return - 2019 PAF: PAUL CHIMKO - DIRECTOR	June 30, 2019
Annual Return - 2018 PAF: MARK D. POTTER - OTHER	January 09, 2019
BCA - Articles of Amendment	July 09, 2018
CIA - Notice of Change PAF: ALAN CHIMKO - DIRECTOR	July 09, 2018
Annual Return - 2010 PAF: MICHAEL JOHN MCNEILL - OTHER	October 21, 2010
Annual Return - 2008 PAF: ALAN CHIMKO - DIRECTOR	August 31, 2008
Annual Return - 2007 PAF: ALAN CHIMKO - DIRECTOR	October 20, 2007
CIA - Notice of Change PAF: KONSTANTINE CHATZIDIMOS - OTHER	March 02, 2007
Annual Return - 2006 PAF: ALAN CHIMKO - DIRECTOR	August 26, 2006
Annual Return - 2005 PAF: ALAN CHIMKO - DIRECTOR	September 25, 2005
Annual Return - 2003 PAF: ALAN CHIMKO - DIRECTOR	November 13, 2004
Annual Return - 2002	July 20, 2003

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

*V. Quintanilla W.*

Director/Registrar

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PAF: ALAN CHIMKO - DIRECTOR

Annual Return - 2001  
PAF: ALAN CHIMKO - DIRECTOR

September 02, 2002

Annual Return - 2000  
PAF: ALAN CHIMKO - DIRECTOR

August 19, 2001

Other - SPECIAL NOTICE 3  
PAF: AL CHIMKO - DIRECTOR

April 04, 1995

CIA - Notice of Change  
PAF: ALBERT YOUNG, ESQ. - OTHER

March 07, 1995

CIA - Notice of Change  
PAF: ALBERT YOUNG - OTHER

September 21, 1994

Other - SPECIAL NOTICE 2  
PAF: ALAN CHIMKO - DIRECTOR

September 16, 1994

CB - SN Courtesy Letter

August 25, 1994

Other - SN DEFAULT (ORIG NOTICE)

April 25, 1994

CB - Update (461a)

February 09, 1994

CPCV - Corporate Conversion ADD

June 27, 1992

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

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

*V. Quintanilla W.*

Director/Registrar

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**THIS IS EXHIBIT “E” REFERRED TO IN THE  
AFFIDAVIT OF TERRENCE STANLEY DAVID SCOTT  
SWORN REMOTELY BEFORE ME AT THE CITY  
OF TORONTO, ON THIS 18<sup>TH</sup> DAY OF  
APRIL, 2023.**

DocuSigned by:

*Jessica Wuthmann*

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Commissioner for Taking Affidavits  
Jessica Wuthmann  
LSO# 72442WS



## Profile Report

1110615 ONTARIO LTD. as of March 29, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	1110615 ONTARIO LTD.
Ontario Corporation Number (OCN)	1110615
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	December 22, 1994
Registered or Head Office Address	6101 Netherhart Road, Mississauga, Ontario, Canada, L5T 1G5

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

*V. Quintanilla W.*

Director/Registrar

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## Active Director(s)

Minimum Number of Directors

1

Maximum Number of Directors

5

## Name

ALAN CHIMKO

Address for Service

22 Northcliffe Street, Bramalea, Ontario, Canada, L6S 4E4

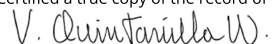
Resident Canadian

Yes

Date Began

December 22, 1994

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



Director/Registrar

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**Active Officer(s)**

There are no active Officers currently on file for this corporation.

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

*V. Quintanilla W.*

Director/Registrar

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## Corporate Name History

Name

1110615 ONTARIO LTD.

Effective Date

December 22, 1994

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*V. Quintanilla W.*

Director/Registrar

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Additional historical information may exist in paper or microfiche format.

**Active Business Names**

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

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*V. Quintanilla W.*

Director/Registrar

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**Expired or Cancelled Business Names**

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

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*V. Quintanilla W.*

Director/Registrar

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## Document List

Filing Name	Effective Date
BCA - Articles of Amendment	November 09, 2015
Annual Return - 2014 PAF: ALAN CHIMKO - OFFICER	May 24, 2014
Annual Return - 2013 PAF: ALAN CHIMKO - OFFICER	June 01, 2013
Annual Return - 2012 PAF: ALAN CHIMKO - OFFICER	May 25, 2013
Annual Return - 2011 PAF: ALAN CHIMKO - OFFICER	July 02, 2011
Annual Return - 2010 PAF: ALAN CHIMKO - OFFICER	July 27, 2010
Annual Return - 2009 PAF: ALAN CHIMKO - OFFICER	October 03, 2009
Annual Return - 2008 PAF: ALAN CHIMKO - OFFICER	September 20, 2008
Annual Return - 2007 PAF: ALAN CHIMKO - OFFICER	September 08, 2007
BCA - Articles of Amendment	November 28, 2006
Annual Return - 2006 PAF: ALAN CHIMKO - OFFICER	September 16, 2006
Annual Return - 2005 PAF: ALAN CHIMKO - OFFICER	November 06, 2005
Annual Return - 2003 PAF: ALAN CHIMKO - OFFICER	November 13, 2004
Annual Return - 2002	July 20, 2003

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Director/Registrar

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PAF: ALAN CHIMKO - OFFICER

Annual Return - 2001  
PAF: ALAN CHIMKO - OFFICER

September 02, 2002

Annual Return - 2000  
PAF: ALAN CHIMKO - OFFICER

August 19, 2001

BCA - Articles of Incorporation

December 22, 1994

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**THIS IS EXHIBIT "F" REFERRED TO IN THE  
AFFIDAVIT OF TERRENCE STANLEY DAVID SCOTT  
SWORN REMOTELY BEFORE ME AT THE CITY  
OF TORONTO, ON THIS 18<sup>TH</sup> DAY OF  
APRIL, 2023.**

DocuSigned by:

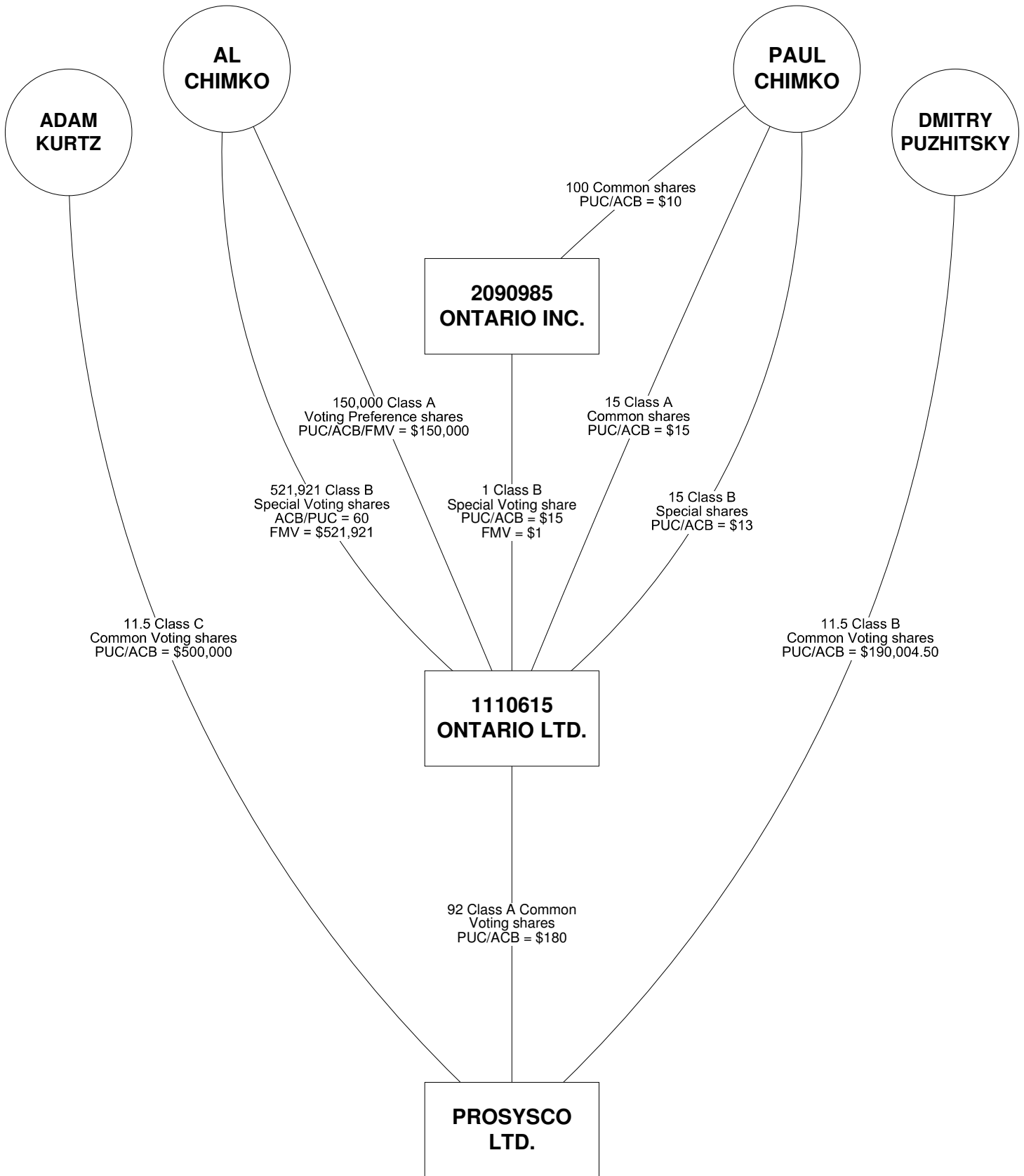
*Jessica Wuthmann*

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Commissioner for Taking Affidavits  
Jessica Wuthmann  
LSO# 72442WS

**PROSYSCO LTD.  
CORPORATE STRUCTURE  
AS OF OCTOBER 31, 2022**



**THIS IS EXHIBIT "G" REFERRED TO IN THE  
AFFIDAVIT OF TERRENCE STANLEY DAVID SCOTT  
SWORN REMOTELY BEFORE ME AT THE CITY  
OF TORONTO, ON THIS 18<sup>TH</sup> DAY OF  
APRIL, 2023.**

DocuSigned by:

*Jessica Wuthmann*

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Commissioner for Taking Affidavits  
Jessica Wuthmann  
LSO# 72442WS



Royal Bank of Canada  
**Guarantee and Postponement of Claim**

SRF: 191596642  
 Borrower: PROSYSCO LTD.

6880 FINANCIAL DR  
 2ND FLR LINK  
 MISSISSAUGA  
 ONTARIO  
 L5N 7Y5  
 CA

**TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **PROSYSCO LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$820,000.00** together with interest thereon from the date of demand for payment at a rate equal to **the Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ONTARIO ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(Applicable in all P.P.S.A. except Ontario.) (18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

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RBC191596642003004000812

EXECUTED this June 16, 2016  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

*[Signature]*  
Witness Signature:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness Signature:

\_\_\_\_\_  
Name:

1110615 ONTARIO LTD.

*[Signature]*

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

1110615 ONTARIO LTD.  
360 AMBASSADOR DRIVE  
MISSISSAUGA  
ONTARIO  
L5T2J3  
CA

Please do not write in this area



RBC191596642004004000812

**THIS IS EXHIBIT “H” REFERRED TO IN THE  
AFFIDAVIT OF TERRENCE STANLEY DAVID SCOTT  
SWORN REMOTELY BEFORE ME AT THE CITY  
OF TORONTO, ON THIS 18<sup>TH</sup> DAY OF  
APRIL, 2023.**

DocuSigned by:

*Jessica Wuthmann*

3A2B52A947404F3...

---

Commissioner for Taking Affidavits  
Jessica Wuthmann  
LSO# 72442WS

**PERSONAL PROPERTY  
SECURITY REGISTRATION  
SYSTEM (ONTARIO) ENQUIRY  
RESULTS**



*A Service Provider under  
Contract with the Ministry of  
Government Services*

---

Prepared for : WFK Management Services Inc. (Att: Chris  
Reference : Prosysco  
Docket :  
Search ID : 913839  
Date Processed : 29 Mar 2023  
Report Type : PPSA Electronic Response  
Search Conducted on : PROSYSCO LTD.  
Search Type : Business Debtor

---

**DISCLAIMER :**

This report has been generated using data provided by the Personal Property Registration System, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95

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

REPORT <sup>122</sup> PPSR060  
PAGE : 1

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

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

ENQUIRY NUMBER 20230329103941.95 CONTAINS 95 PAGE(S), 31 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.

WFK MANAGEMENT SERVICES INC. (ATT: CHRIS  
100 KING STREET WEST, SUITE 5600  
TORONTO ON M5X 1C9

CONTINUED... 2

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

REPORT 123 PPSR060  
 PAGE : 2

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 788107176

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 001 20221101 1704 1462 3339 P PPSA 1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD

ONTARIO CORPORATION NO.

04 ADDRESS 360 AMBASSADOR DR MISSISSAUGA ON L5T2J3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / ATCO STRUCTURES & LOGISTICS LTD.  
 LIEN CLAIMANT

09 ADDRESS 115 PEACEKEEPERS DRIVE SW CALGARY AB T3E7X4

COLLATERAL CLASSIFICATION

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

10 X X

YEAR MAKE MODEL V.I.N.  
 2015 10X40 OFFICE 140154928

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING ATCO STRUCTURES & LOGISTICS LTD.

AGENT

17 ADDRESS 115 PEACEKEEPERS DRIVE SW CALGARY AB T3E7X4

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

CONTINUED... 3

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

REPORT 124 P5SR060  
PAGE : 3

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

\*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\*

FILE NUMBER

00 787947768

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 002 X 20221027 1422 1031 4243 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 360 AMBASSADOR DR MISSISSAUGA ON L5T 2J3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / HER MAJESTY IN RIGHT OF ONTARIO REPRESENTED BY THE MINISTER OF FINANCE  
LIEN CLAIMANT

09 ADDRESS 300-1400 BLAIR TOWERS PLACE OTTAWA ON K1J 9B8

COLLATERAL CLASSIFICATION

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

10 X X X X X 50287 27OCT2027

YEAR MAKE MODEL V.I.N.

11 MOTOR 2021 BMW CRG 5UXCR6C00M9G89901

12 VEHICLE 2021 LEXS LSL JTHGZ1E26M5019387

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING MINISTRY OF FINANCE, AM & COLLECTIONS BRANCH (EHT) BN#120951181

AGENT

17 ADDRESS 300-1400 BLAIR TOWERS PLACE (189/187) OTTAWA ON K1J 9B8

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

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RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
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PAGE : 4

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023  
FORM 4C MOTOR VEHICLE SCHEDULE

00 FILE NUMBER  
787947768

	PAGE	TOTAL	REGISTRATION
	NO.	OF	NUMBER
01	002	002	20221027 1422 1031 4243
	YEAR	MAKE	MODEL
41	2021	LEXS	RX
			V.I.N.
			2T2JZMDA5MC271485

42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56

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

CONTINUED... 5

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023  
FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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

REPORT 126 P5SR060  
PAGE : 5

REGISTRATION  
NUMBER  
01 20230228 0817 1031 7019  
31 RECORD FILE NUMBER 787947768 CHANGE REQUIRED C DISCHARGE RENEWAL YEARS  
REFERENCED  
32 INDIVIDUAL DEBTOR  
33 BUSINESS DEBTOR PROSYSCO LTD.  
ONTARIO CORPORATION NO.  
SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT  
08/16 NAME MINISTRY OF FINANCE, AM & COLLECTIONS BRANCH (EHT) BN120951181TE0001  
09/17 ADDRESS 300-1400 BLAIR TOWERS PLACE (189/187) OTTAWA ON K1J 9B8

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

CONTINUED... 6

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 787533282

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 1 20221013 1107 1590 3981 P PPSA 5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T 2J3

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT BERCON RENTALS INC.

09 ADDRESS 420 GRAYS ROAD HAMILTON ON L8E 4H6

COLLATERAL CLASSIFICATION

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

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL CONTRACT / LEASE NUMBER 125061M-1

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT ROSS & MCBRIDE LLP (JAE/KMA)

17 ADDRESS 1 KING STREET WEST 10TH FLOOR HAMILTON ON L8P 1A4

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

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

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 PAGE : 7

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 784744542

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 5 20220708 1556 1532 0667 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 8 PROLOGIS BLVD SUITE 400 MISSISSAUGA ON L5W0G2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / ROYAL BANK OF CANADA

LIEN CLAIMANT

09 ADDRESS 5575 NORTH SERVICE RD,STE 300 BURLINGTON ON L7L 6M1

COLLATERAL CLASSIFICATION

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

10 X X  
 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT 201000068730.

14 COLLATERAL EQUIPMENT DESCRIPTION, NEW OFFICE FURNITURE TOGETHER WITH ALL

15 DESCRIPTION INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE DEBTOR AND

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 8

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

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PAGE : 8

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 784744542

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 5 20220708 1556 1532 0667

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

17

ADDRESS

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

CONTINUED...

9

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

REPORT 130 P. SSR060  
PAGE : 9

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 784744542

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 003 5 20220708 1556 1532 0667

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS

14 COLLATERAL THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN

15 DESCRIPTION DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 10

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 784744542

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 004 5 20220708 1556 1532 0667

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL

14 COLLATERAL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND

15 DESCRIPTION RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 11

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 784744542

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 005 5 20220708 1556 1532 0667

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

14 COLLATERAL COLLATERAL.

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 12

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 784132155

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 1 20220620 1206 1590 7860 P PPSA 5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

04 ADDRESS 360 AMBASSADOR DR MISSISSAUGA ON L5T 2J3  
 ONTARIO CORPORATION NO.

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

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / BERCON RENTALS INC.

LIEN CLAIMANT

09 ADDRESS 420 GRAYS ROAD HAMILTON ON L8E 4H6

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL CONTRACT / LEASE NUMBER 122998M-1

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT ROSS & MCBRIDE LLP (JAE/KMA)

17 ADDRESS 1 KING STREET WEST, 10TH FLOOR HAMILTON ON L8P 1A4

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

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 779960223

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	5		20220127 1319 6005 7647	P PPSA	04

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME PROSYSCO LTD.

04 ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T 2J3  
 ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
 28SEP1970 DMITRY PUZHITSKY

06 NAME BUSINESS NAME ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T 2J3  
 ONTARIO CORPORATION NO.

07 SECURED PARTY / ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T 2J3  
 LIEN CLAIMANT CWB NATIONAL LEASING INC.

09 ADDRESS 1525 BUFFALO PLACE (3083426) WINNIPEG MB R3T 1L9

COLLATERAL CLASSIFICATION

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

11 MOTOR VEHICLE  
 12 GENERAL DESCRIPTION  
 13 ALL RIGHTS AND INTERESTS OF THE DEBTOR IN THE 1- ARCHITECTURE  
 14 ENGINEERING & CONSTRUCTION COLLECTION SINGLE-USER 3-YEAR SUBSCRIPTION  
 15 RENEWAL, 10-PRODUCT DESIGN & MANUFACTURING COLLECTION SINGLE-USER  
 16 REGISTERING AGENT

17 ADDRESS

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

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

FILE NUMBER

00 779960223

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 5 20220127 1319 6005 7647

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL 3-YEAR SUBSCRIPTION RENEWAL, 1-BIM COLLABORATE PRO-SINGLE USER 3-YEAR

14 COLLATERAL SUBSCRIPTION RENEWAL BETWEEN PROSYSCO LTD., DMITRY PUZHITSKY AND

15 DESCRIPTION AUTODESK DATED JANUARY 11, 2022 INCLUDING, WITHOUT LIMITATION THE

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 15

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
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PAGE : 15

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 779960223

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 003 5 20220127 1319 6005 7647

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL DEBTOR'S RIGHTS AND INTERESTS IN THE LICENSE(S) GRANTED THEREUNDER,  
14 COLLATERAL THE SOFTWARE LICENSED THEREUNDER (INCLUDING ANY UPGRADES, AMENDMENTS  
15 DESCRIPTION AND ENHANCEMENTS), PAYMENTS THEREUNDER RELATING TO ANY REFUND,  
16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 16

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

REPORT **137** PSSR060  
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 779960223

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 004 5 20220127 1319 6005 7647

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL INDEMNIFICATION, AND/OR ABATEMENT TO WHICH DEBTOR IS OR BECOMES  
14 COLLATERAL ENTITLED, NO MATTER HOW OR WHEN ARISING (WHETHER SUCH RIGHTS ARE  
15 DESCRIPTION CLASSIFIED AS ACCOUNTS, INTANGIBLES OR OTHERWISE), AND PROCEEDS OF  
16 REGISTERING  
AGENT

17 ADDRESS

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

CONTINUED... 17

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 779960223

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	005	5		20220127 1319 6005 7647		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

11 MOTOR VEHICLE  
 12 GENERAL ANY OF THE FOREGOING. AGREEMENT NUMBER 3083426

14 COLLATERAL DESCRIPTION  
 16 REGISTERING AGENT

17 ADDRESS

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

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 777695139

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 2 20211027 1655 1901 6267 P PPSA 02

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 360 AMBASSADOR DR MISSISSAUGA ON L5T 2J8

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / MERIDIAN ONECAP CREDIT CORP.  
 LIEN CLAIMANT

09 ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2

COLLATERAL CLASSIFICATION

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

10 X X  
 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL SOFTWARE LICENCE(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 ESC CORPORATE SERVICES LTD.

AGENT

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

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

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 777695139

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 2 20211027 1655 1901 6267

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN

14 COLLATERAL INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES

15 DESCRIPTION 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... 20

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 777699648

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 2 20211027 1800 1902 0278 P PPSA 02

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD

ONTARIO CORPORATION NO.

04 ADDRESS 36- AMBASSADOR DR MISSISSAUGA ON L5T 2J8

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / MERIDIAN ONECAP CREDIT CORP.  
 LIEN CLAIMANT

09 ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2

COLLATERAL CLASSIFICATION

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

10 X X  
 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL SOFTWARE TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS

14 COLLATERAL REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL

15 DESCRIPTION PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

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

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

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PAGE : 21

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 777699648

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 2 20211027 1800 1902 0278

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL 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

AGENT

17

ADDRESS

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

CONTINUED... 22

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95

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

REPORT : PPSR060  
PAGE : 22

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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21 RECORD FILE NUMBER 777699648  
REFERENCED  
PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT  
YEARS PERIOD  
22 A AMENDMENT  
FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE  
24 DEBTOR/ BUSINESS NAME PROSYSCO LTD  
TRANSFEROR  
25 OTHER CHANGE  
26 REASON/ AMEND GENERAL COLLATERAL AMEND ON COLLATERAL CLASSIFICATIONS  
27 DESCRIPTION

28  
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
05 DEBTOR/  
03/ TRANSFEREE BUSINESS NAME  
06 ONTARIO CORPORATION NO.  
04/07 ADDRESS

29 ASSIGNOR  
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE  
08  
09 ADDRESS

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

11 MOTOR  
12 VEHICLE  
13 GENERAL ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND  
14 COLLATERAL INTEREST IN AND TO (A) THE LICENSE AGREEMENT BETWEEN THE DEBTOR AND  
15 DESCRIPTION SOLID CADDGROUP INC. DATED OCTOBER 27, 2020 (AS MAY BE AMENDED,  
16 REGISTERING AGENT OR ESC CORPORATE SERVICES LTD.  
17 SECURED PARTY/ ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2  
LIEN CLAIMANT

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

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
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ENQUIRY SEARCH RESPONSE

REPORT : <sup>144</sup> P5SR060  
PAGE : 23

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	6		20211027 1902 1902 0282	
21	RECORD FILE NUMBER	777699648			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME  
TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06

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 RESTATED, REPLACED OR AMENDED AND RESTATED FROM TIME TO TIME, THE

14 COLLATERAL "LICENCE AGREEMENT") INCLUDING, WITHOUT LIMITATION, THE LICENSES

15 DESCRIPTION GRANTED THEREUNDER, THE LICENSED SOFTWARE PURSUANT TO THE LICENSE

16 REGISTERING AGENT OR

17 SECURED PARTY/ ADDRESS

LIEN CLAIMANT

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

CONTINUED... 24

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95

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

REPORT : PPSR060  
PAGE : 24

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	003	6		20211027 1902 1902 0282	
21	RECORD FILE NUMBER	777699648			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME  
TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06

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 AGREEMENT AND ANY UPGRADES, AMENDMENTS AND ENHANCEMENTS (B) ALL

14 COLLATERAL RIGHTS TO PAYMENT THEREUNDER RELATING TO ANY REFUND, INDEMNIFICATION,

15 DESCRIPTION AND/OR ABATEMENT TO WHICH THE DEBTOR IS OR BECOMES ENTITLED, NO

16 REGISTERING AGENT OR

17 SECURED PARTY/ ADDRESS

LIEN CLAIMANT

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

CONTINUED... 25

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
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ENQUIRY SEARCH RESPONSE

REPORT : PPSR060  
PAGE : 25

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	004	6		20211027 1902 1902 0282	
21	RECORD FILE NUMBER	777699648			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME  
TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL MATTER HOW OR WHEN ARISING, WHETHER SUCH RIGHTS ARE CLASSIFIED AS

14 COLLATERAL ACCOUNTS, INTANGIBLES OR OTHERWISE AND (C) ALL PROCEEDS OF THE

15 DESCRIPTION FOREGOING. TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS

16 REGISTERING AGENT OR

17 SECURED PARTY/ ADDRESS

LIEN CLAIMANT

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

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
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ENQUIRY SEARCH RESPONSE

REPORT 147 PSSR060  
PAGE : 26

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	005	6		20211027 1902 1902 0282	
21	RECORD FILE NUMBER	777699648			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME  
TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06

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 REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL

14 COLLATERAL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE

15 DESCRIPTION AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE

16 REGISTERING AGENT OR

17 SECURED PARTY/ ADDRESS

LIEN CLAIMANT

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

CONTINUED... 27

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95

PROVINCE OF ONTARIO  
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ENQUIRY SEARCH RESPONSE

REPORT : 148 PPSR060  
PAGE : 27

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	006	6		20211027 1902 1902 0282	
21	RECORD FILE NUMBER	777699648			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME  
TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06

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 PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR

14 COLLATERAL DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT OR

17 SECURED PARTY/ ADDRESS

LIEN CLAIMANT

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

CONTINUED... 28

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 777288906

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 002 20211013 1703 1462 6104 P PPSA 2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 360 AMBASSADOR DR MISSISSAUGA ON L5T2J3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 19NOV1983 PAUL CHIMKO

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 40 BLACK DUCK TRAIL NOBLETON ON L0G1N0

08 SECURED PARTY / VAULT CREDIT CORPORATION  
 LIEN CLAIMANT

09 ADDRESS 41 SCARSDALE ROAD UNIT 5 TORONTO ON M3B2R2

COLLATERAL CLASSIFICATION

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

10 X X X X YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL UNIVERSALITY OVER ALL ITS PRESENT AND FUTURE MOVABLE/PERSONAL

14 COLLATERAL PROPERTY, BOOKS, ASSETS AND UNDERTAKINGS, BOTH CORPOREAL AND

15 DESCRIPTION INCORPOREAL, NOW OWNED OR HEREINAFTER ACQUIRED BY THE BORROWER(S)

16 REGISTERING VAULT CREDIT CORPORATION

AGENT

17 ADDRESS 41 SCARSDALE ROAD UNIT 5 TORONTO ON M3B2R2

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

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 777288906

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 02 002 20211013 1703 1462 6104 P PPSA 2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR 28SEP1970 DMITRY PUZHITSKY

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS 53 TANJOE CRESCENT TORONTO ON M2M1P6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 19NOV1983 PAUL J CHIMKO

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 40 BLACK DUCK TRAIL NOBLETON ON L0G1N0

08 SECURED PARTY /  
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR  
 12 VEHICLE  
 13 GENERAL AND GUARANTOR(S)

14 COLLATERAL  
 15 DESCRIPTION

16 REGISTERING VAULT CREDIT CORPORATION  
 AGENT

17 ADDRESS 41 SCARSDALE ROAD UNIT 5 TORONTO ON M3B2R2

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

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95

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

REPORT 151 P5SR060  
PAGE : 30

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20220427 1419 1462 6944	

RECORD REFERENCED	FILE NUMBER			RENEWAL YEARS	CORRECT PERIOD
21	777288906			1	

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	B RENEWAL		
22			1		

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

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05				
03/				
06				

04/07 ADDRESS ONTARIO CORPORATION NO.  
29 ASSIGNOR  
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS  
09 COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE GENERAL	YEAR	MAKE	MODEL	V.I.N.
11				
12				
13				
14				
15				

16 REGISTERING AGENT OR VAULT CREDIT CORPORATION  
17 SECURED PARTY/ ADDRESS 41 SCARSDALE ROAD UNIT 5 TORONTO ON M3B2R2  
LIEN CLAIMANT

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

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

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PAGE : 31

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 776912832

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 2 20211001 1056 1901 9059 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 103-8 PROLOGIS BLVD MISSISSAUGA ON L5W 0G9

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

07 SECURED PARTY / MERIDIAN ONECAP CREDIT CORP.  
08 LIEN CLAIMANT

09 ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2

COLLATERAL CLASSIFICATION

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

10 X X  
YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL OFFICE FURNITURE TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS

14 COLLATERAL REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND

15 DESCRIPTION ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

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

CONTINUED... 32

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

REPORT 153 P. SSR060  
PAGE : 32

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 776912832

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 2 20211001 1056 1901 9059

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL 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

AGENT

17 ADDRESS

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

CONTINUED... 33

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 776098845

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20210903 1442 1902 6594	P PPSA	02

02 DEBTOR  
 03 NAME BUSINESS NAME PROSYSCO LTD.  
 04 ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T 2J3  
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
 ONTARIO CORPORATION NO.

05 DEBTOR  
 06 NAME BUSINESS NAME PROSYSCO  
 07 ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T 2J3  
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
 ONTARIO CORPORATION NO.

08 SECURED PARTY /  
 LIEN CLAIMANT VAULT CREDIT CORPORATION

09 ADDRESS 41 SCARSDALE ROAD, SUITE 5 TORONTO ON M3B 2R2

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR  
 12 VEHICLE  
 13 GENERAL  
 14 COLLATERAL  
 15 DESCRIPTION  
 16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.  
 17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

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

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 774683433

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 002 20210722 1405 1462 9292 P PPSA 4

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 360 AMBASSADOR DR MISSISSAUGA ON L5T2J3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

07 ADDRESS 8 PROLOGIS BLVD MISSISSAUGA ON L5W1N3

08 SECURED PARTY / VAULT CREDIT CORPORATION  
 LIEN CLAIMANT

09 ADDRESS 41 SCARSDALE ROAD UNIT 5 TORONTO ON M3B2R2

COLLATERAL CLASSIFICATION

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

10 X X  
 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING VAULT CREDIT CORPORATION

AGENT

17 ADDRESS 41 SCARSDALE ROAD UNIT 5 TORONTO ON M3B2R2

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

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 774683433

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	02	002		20210722 1405 1462 9292	P PPSA	4
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ADDRESS	380 AMBASSADOR DR	MISSISSAUGA	ONTARIO CORPORATION NO.
04			ON L5T2J3

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

05 DEBTOR

06 NAME BUSINESS NAME PROSYSCO LTD.

ADDRESS	360 AND 380 AMBASSADOR DR	MISSISSAUGA	ONTARIO CORPORATION NO.
07			ON L5T2J3

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
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

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

VAULT CREDIT CORPORATION

ADDRESS	41 SCARSDALE ROAD UNIT 5	TORONTO	ON	M3B2R2
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\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

RUN NUMBER : 088  
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 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 774082134

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 1 20210705 0838 1532 0727 P PPSA 06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD

ONTARIO CORPORATION NO.

04 ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T 2J3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / BMW CANADA INC.  
 LIEN CLAIMANT

09 ADDRESS 50 ULTIMATE DRIVE RICHMOND HILL ON L4S 0C8

COLLATERAL CLASSIFICATION

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

10 X X X X 105311.37 X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2021 BMW X5 XDRIVE40I 5UXCR6C00M9G89901

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

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

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 773942769

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 002 20210629 1002 1462 1367 P PPSA 6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 360 AMBASSADOR DR MISSISSAUGA ON L5T2J3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

07 ADDRESS 8 PROLOGIS BLVD MISSISSAUGA ON L5W1N3

08 SECURED PARTY / VAULT CREDIT CORPORATION  
 LIEN CLAIMANT

09 ADDRESS 41 SCARSDALE ROAD UNIT 5 TORONTO ON M3B2R2

COLLATERAL CLASSIFICATION

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

10 X X  
 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING VAULT CREDIT CORPORATION

AGENT

17 ADDRESS 41 SCARSDALE ROAD UNIT 5 TORONTO ON M3B2R2

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

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 773942769

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 02 002 20210629 1002 1462 1367 P PPSA 6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 380 AMBASSADOR DR MISSISSAUGA ON L5T2J3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

07 ADDRESS 360 AND 380 AMBASSADOR DR MISSISSAUGA ON L5T2J3

08 SECURED PARTY /  
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING VAULT CREDIT CORPORATION

AGENT

17 ADDRESS 41 SCARSDALE ROAD UNIT 5 TORONTO ON M3B2R2

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

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 773549019

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 006 20210616 1428 8077 7841 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T 2J3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / ROYAL BANK OF CANADA

LIEN CLAIMANT

09 ADDRESS 300-5575 NORTH SERVICE RD BURLINGTON ON L7L 6M1

COLLATERAL CLASSIFICATION

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

10 X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR BAYKAL APHS-37300 27836

12 VEHICLE BAYKAL MGH 3113 27846

13 GENERAL EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT #

14 COLLATERAL 201000061700 EQUIPMENT DESCRIPTION CNC HYDRAULIC PRESS BRAKE BAYKAL

15 DESCRIPTION APHS-37300 AND BAYKAL MGH 3113 HYDRAULIC SHEAR 27836? 27846 TOGETHER

16 REGISTERING REGISTRY = RECOVERY INC.

AGENT

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

REPORT 161 P SSR060  
PAGE : 40

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 773549019

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 02 006 20210616 1428 8077 7841

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,  
14 COLLATERAL SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS  
15 DESCRIPTION IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 41

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 773549019

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 03 006 20210616 1428 8077 7841

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,  
14 COLLATERAL CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS  
15 DESCRIPTION RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 42

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

REPORT 163 PPSR060  
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 773549019

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 04 006 20210616 1428 8077 7841

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF  
14 COLLATERAL TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER  
15 DESCRIPTION PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 43

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

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PAGE : 43

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 773549019

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 05 006 20210616 1428 8077 7841

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL OR PROCEEDS OF THE COLLATERAL.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 44

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

REPORT 165 PPSR060  
PAGE : 44

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 773549019

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 06 006 20210616 1428 8077 7841

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 45

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 773488377

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	1		20210615 1034 1532 1807	P PPSA	05
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 360-380 AMBASSADOR DRIVE MISSISSAUGA ON L5T 2J3

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT TOYOTA CREDIT CANADA INC.

09 ADDRESS 80 MICRO COURT MARKHAM ON L3R 9Z5

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X		X		X	X		10JUN2026		

11 MOTOR YEAR MAKE 2021 LEXUS MODEL IS V.I.N. JTHGZ1E26M5019387

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

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

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

REPORT 167 PSSR060  
PAGE : 46

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 772792677

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 005 20210525 1627 8077 6679 P PPSA 4

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T2J3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / ROYAL BANK OF CANADA

LIEN CLAIMANT

09 ADDRESS 300-5575 NORTH SERVICE RD BURLINGTON ON L7L 6M1

COLLATERAL CLASSIFICATION

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

10 X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT #

14 COLLATERAL 201000051153 EQUIPMENT DESCRIPTION LEASEHOLDS TOGETHER WITH ALL

15 DESCRIPTION ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

16 REGISTERING REGISTRY = RECOVERY INC.

AGENT

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

CONTINUED... 47

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 772792677

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 02 005 20210525 1627 8077 6679

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

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

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 ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM

14 COLLATERAL DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL

15 DESCRIPTION OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS

16 REGISTERING

AGENT

17 ADDRESS

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

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

REPORT 169 PPSR060  
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 772792677

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 03 005 20210525 1627 8077 6679

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR

14 COLLATERAL OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL

15 DESCRIPTION PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND

16 REGISTERING

AGENT

17

ADDRESS

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

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RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

REPORT 170 PPSR060  
PAGE : 49

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 772792677

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 04 005 20210525 1627 8077 6679

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR  
14 COLLATERAL COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE  
15 DESCRIPTION COLLATERAL.

16 REGISTERING  
AGENT

17 ADDRESS

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

CONTINUED... 50

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 772792677

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	05	005		20210525 1627 8077 6679		

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 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

17 ADDRESS

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

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 770589729

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 1 20210316 0821 1532 8326 P PPSA 05

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

04 ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T2J3  
 ONTARIO CORPORATION NO.

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

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / HONDA CANADA FINANCE INC.  
 LIEN CLAIMANT

09 ADDRESS 180 HONDA BLVD MARKHAM ON L6C0H9

COLLATERAL CLASSIFICATION

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

10 X X X 58560.00 11MAR2026

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR 2021 ACURA TLX 19UUB6F92MA802278

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

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

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

REPORT 173  
PAGE : 52  
SSR060

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 769678182

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 1 20210204 1229 1219 8680 P PPSA 08

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 360 AMBASSADOR DR MISSISSAUGA ON L5T 2J3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / THE BANK OF NOVA SCOTIA

LIEN CLAIMANT

09 ADDRESS 10 WRIGHT BOULEVARD STRATFORD ON N5A 7X9

COLLATERAL CLASSIFICATION

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

10 X X X 80767

YEAR MAKE MODEL V.I.N.

11 MOTOR 2021 CHRYSLER PACIFICA 1C4RJFCT2MC659652

12 VEHICLE

13 GENERAL OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE

14 COLLATERAL AND THE PROCEEDS OF THOSE VEHICLES

15 DESCRIPTION

16 REGISTERING TERANET COLLATERAL MANAGEMENT SOLUTIONS CORPORATION (BNS)

AGENT

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

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

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RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95

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

REPORT 174 P5SR060  
PAGE : 53

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 768336318

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 1 20201207 1037 1532 6688 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 360-380 AMBASSADOR DRIVE MISSISSAUGA ON L5T 2J3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / TOYOTA CREDIT CANADA INC.  
LIEN CLAIMANT

09 ADDRESS 80 MICRO COURT MARKHAM ON L3R 9Z5

COLLATERAL CLASSIFICATION

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

10 X X X X 02DEC2025

YEAR MAKE MODEL V.I.N.

11 MOTOR 2021 LEXUS RX350 2T2JZMDA5MC271485

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 54

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 767839464

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20201119 1033 1529 5616	P PPSA	6

02 DEBTOR  
 03 NAME BUSINESS NAME PROSYSCO LTD.  
 04 ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T 2J3  
 05 DEBTOR  
 06 NAME BUSINESS NAME  
 07 ADDRESS  
 08 SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA  
 09 ADDRESS 10 YORK MILLS ROAD 3RD FLOOR 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
11	YEAR MAKE		MODEL		V.I.N.		
12	MOTOR	2021 GMC	SIERRA 2500		1GT49REYXMF123334		
13	VEHICLE						
14	GENERAL						
15	COLLATERAL						
16	DESCRIPTION						
16	REGISTERING AGENT		CANADIAN SECURITIES REGISTRATION SYSTEMS				
17	ADDRESS	4126 NORLAND AVENUE		BURNABY		BC	V5G 3S8

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

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 767305449

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20201102 1253 1532 8233	P PPSA	05

02 DEBTOR  
 03 NAME BUSINESS NAME PROSYSCO LTD.  
 04 ADDRESS 360 AMBASSADOR DR MISSISSAUGA ON L5T2J3  
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
 05 DEBTOR  
 06 NAME BUSINESS NAME  
 07 ADDRESS  
 08 SECURED PARTY / FORD CREDIT CANADA COMPANY  
 LIEN CLAIMANT  
 09 ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7  
 COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE 2020 LINC MODEL NAVIG V.I.N. 5LMJJ3LTXLEL19091  
 12 VEHICLE  
 13 GENERAL  
 14 COLLATERAL  
 15 DESCRIPTION  
 16 REGISTERING AGENT D + H LIMITED PARTNERSHIP  
 17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8  
 \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 767240217

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20201030 1048 1529 0761	P PPSA	5

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

04 ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T 2J3  
 ONTARIO CORPORATION NO.

04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / ROYAL BANK OF CANADA  
 LIEN CLAIMANT

09 ADDRESS 10 YORK MILLS ROAD 3RD FLOOR TORONTO ON M2P 0A2  
 ONTARIO CORPORATION NO.

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

11 MOTOR YEAR MAKE 2021 GMC MODEL YUKON XL V.I.N. 1GKS2JKLXMR171229

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. \*\*\*

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 757740267

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FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 006 20191119 1434 8077 1040 P PPSA 6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T2J3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / ROYAL BANK OF CANADA

LIEN CLAIMANT

09 ADDRESS 300-5575 NORTH SERVICE RD BURLINGTON ON L7L 6M1

COLLATERAL CLASSIFICATION

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

10 X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT #

14 COLLATERAL 201000051036 EQUIPMENT DESCRIPTION OFFICE FURNITURE, CABLING FOR

15 DESCRIPTION NETWORK CONNECTIONS, SECURITY SYSTEM, PLANT EQUIPMENT INCLUDING

16 REGISTERING REGISTRY = RECOVERY INC.

AGENT

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

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RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

FILE NUMBER

00 757740267

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 02 006 20191119 1434 8077 1040

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL WORKSTATION/GANTRY CRANES. TOGETHER WITH ALL ATTACHMENTS,  
14 COLLATERAL ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND  
15 DESCRIPTION IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 59

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

PROVINCE OF ONTARIO  
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ENQUIRY SEARCH RESPONSE

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 03 006 20191119 1434 8077 1040

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS

14 COLLATERAL THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-

15 DESCRIPTION TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 60

RUN NUMBER : 088  
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SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

PROVINCE OF ONTARIO  
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FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 04 006 20191119 1434 8077 1040

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER,  
14 COLLATERAL INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS  
15 DESCRIPTION OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR

16 REGISTERING

AGENT

17

ADDRESS

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

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RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

PROVINCE OF ONTARIO  
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FILE NUMBER

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CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 05 006 20191119 1434 8077 1040

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

14 COLLATERAL COLLATERAL.

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

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

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RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	06	006		20191119 1434 8077 1040		

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 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

17 ADDRESS

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

RUN NUMBER : 088  
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PROVINCE OF ONTARIO  
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ENQUIRY SEARCH RESPONSE

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TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20210603 1628 8077 7286	P PPSA

RECORD REFERENCED	FILE NUMBER	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
21	757740267			B RENEWAL	2	

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
-----------	------------------	---------	---------

23	DEBTOR/ TRANSFEROR	BUSINESS NAME	PROSYSCO LTD.
----	--------------------	---------------	---------------

25 OTHER CHANGE  
26 REASON/  
27 DESCRIPTION

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

05				
03/		BUSINESS NAME		

06 ONTARIO CORPORATION NO.

04/07	ADDRESS
-------	---------

29 ASSIGNOR  
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08	ADDRESS
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	REGISTRY = RECOVERY INC.					
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1551 THE QUEENSWAY	TORONTO	ON	M8Z	1T5

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

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RUN NUMBER : 088  
RUN DATE : 2023/03/29  
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PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
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TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20210603 1628 8077 7287	P PPSA

21 RECORD FILE NUMBER 757740267  
REFERENCED

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

23 REFERENCE  
24 DEBTOR/ BUSINESS NAME PROSYSCO LTD.  
TRANSFEROR

25 OTHER CHANGE  
26 REASON/ ADD GENERAL COLLATERAL  
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 S20 575V SAW 6B11182562  
14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING AGENT OR REGISTRY = RECOVERY INC.  
17 SECURED PARTY/ ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5  
LIEN CLAIMANT

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

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RUN NUMBER : 088  
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 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FILE NUMBER

00 756778455

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 009 20191022 1438 1530 3301 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T 2J3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

LIEN CLAIMANT

09 ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

COLLATERAL CLASSIFICATION

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

10 X X X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2006 KOMATSU FG45ST-8 132683

12 VEHICLE

13 GENERAL ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED INVENTORY FINANCED BY

14 COLLATERAL THE SECURED PARTY, WHEREVER LOCATED, INCLUDING WITHOUT LIMITATION

15 DESCRIPTION THAT INVENTORY SET FORTH ON ONE OR MORE LEASE, MASTER LEASE,

16 REGISTERING D+H LIMITED PARTNERSHIP

AGENT

17 ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
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PROVINCE OF ONTARIO  
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

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CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 02 009 20191022 1438 1530 3301

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL SUBLEASE OR RENTAL AGREEMENT WHICH, BY SPECIFIC REFERENCE TO THE  
14 COLLATERAL LEASE AND UPON EXECUTION BY SECURED PARTY AND DEBTOR (OR SECURED  
15 DESCRIPTION PARTY ON BEHALF OF DEBTOR), BECOMES SUBJECT TO ALL THE TERMS AND

16 REGISTERING

AGENT

17 ADDRESS

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

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RUN NUMBER : 088  
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PROVINCE OF ONTARIO  
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	03	009		20191022 1438 1530 3301		

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 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

13 GENERAL CONDITIONS CONTAINED HEREIN, ALL ADDITIONS TO, REPLACEMENTS OF AND  
 14 COLLATERAL SUBSTITUTIONS OF THE INVENTORY REFERRED TO IN THE LEASE, MASTER  
 15 DESCRIPTION LEASE, SUBLEASE OR RENTAL AGREEMENT AND ALL ACCESSORIES, ACCESSIONS,  
 16 REGISTERING AGENT

17 ADDRESS

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

RUN NUMBER : 088  
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ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
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PROVINCE OF ONTARIO  
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CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
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01 04 009 20191022 1438 1530 3301

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL PARTS AND EQUIPMENT NOW OR HEREINAFTER AFFIXED THERETO, AND ALL  
14 COLLATERAL RETURNS AND REPOSSESSIONS THEREOF, ALL RESERVES, HOWEVER CREATED, OF  
15 DESCRIPTION DEBTOR IN THE POSSESSION OR CONTROL OF SECURED PARTY, ALL RENTAL

16 REGISTERING

AGENT

17

ADDRESS

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

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RUN NUMBER : 088  
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ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 756778455

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 05 009 20191022 1438 1530 3301

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL CONTRACTS AND LEASES AND OTHER TYPES OF CHATTEL PAPER, DOCUMENTS,  
14 COLLATERAL GENERAL INTANGIBLES, INSTRUMENTS, ACCOUNTS RECEIVABLE AND CONTRACT  
15 DESCRIPTION RIGHTS NOW EXISTING OR HEREAFTER ARISING THEREFROM, PLUS ALL CASH

16 REGISTERING  
AGENT

17 ADDRESS

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

RUN NUMBER : 088  
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PROVINCE OF ONTARIO  
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01 06 009 20191022 1438 1530 3301

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL AND NON-CASH PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT  
14 COLLATERAL LIMITATION, ALL RENTAL PAYMENTS AND OTHER AMOUNTS DUE OR TO BECOME  
15 DESCRIPTION DUE UNDER ANY OF THE FOREGOING, ALL OF THE DEBTOR'S RIGHTS TO ANY

16 REGISTERING  
AGENT

17 ADDRESS

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

CONTINUED... 71

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

REPORT 192 P. SSR060  
PAGE : 71

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 756778455

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 07 009 20191022 1438 1530 3301

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL REBATES, DISCOUNTS, CREDITS, FACTORY HOLDBACKS AND INCENTIVE

14 COLLATERAL PAYMENTS WHICH MAY BECOME DUE TO DEBTOR BY THE MANUFACTURER OR

15 DESCRIPTION DISTRIBUTOR WITH RESPECT TO ANY OF THE ITEMS SET FORTH ABOVE, AND

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 72

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

REPORT 193 PPSR060  
PAGE : 72

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 756778455

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 08 009 20191022 1438 1530 3301

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ALL PROCEEDS OF EVERY ITEM, TYPE OR KIND FROM THE ITEMS SET FORTH

14 COLLATERAL ABOVE, INCLUDING, BUT NOT LIMITED TO, CASH, INVESTMENT PROPERTY,

15 DESCRIPTION MONEY, DOCUMENTS, INSTRUMENTS, ACCOUNTS, CHATTEL PAPER, GOODS,

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 73

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 756778455

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	09	009		20191022 1438 1530 3301		

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 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT  
 12 CONTRACT RIGHTS, GENERAL INTANGIBLES, INSURANCE PROCEEDS PAYABLE BY REASON OF LOSS OR DAMAGE WITH RESPECT THERETO, AND TRADE-IN INVENTORY AND EQUIPMENT.

17 ADDRESS

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

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 749703645

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 005 20190402 1432 8077 8788 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T2J3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / ROYAL BANK OF CANADA

LIEN CLAIMANT

09 ADDRESS 300-5575 NORTH SERVICE RD BURLINGTON ON L7L 6M1

COLLATERAL CLASSIFICATION

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

10 X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL GOEBEL 4000 FREE STANDING WORKSTATION CRANE SYSTEM W/ BRIDGES

14 COLLATERAL AND CHAIN HOISTS AND ALL ATTACHMENT AND ACCESSORIES AS PER LEASE

15 DESCRIPTION 201000042371 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,

16 REGISTERING REGISTRY = RECOVERY INC.

AGENT

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 749703645

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 02 005 20190402 1432 8077 8788

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND

14 COLLATERAL ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

15 DESCRIPTION DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT

16 REGISTERING

AGENT

17 ADDRESS

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

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RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

PROVINCE OF ONTARIO  
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ENQUIRY SEARCH RESPONSE

REPORT 197 PSSR060  
PAGE : 76

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 749703645

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 03 005 20190402 1432 8077 8788

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,  
14 COLLATERAL GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE  
15 DESCRIPTION LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,  
16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 77

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

REPORT 198 P. SSR060  
PAGE : 77

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

749703645

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 04 005 20190402 1432 8077 8788

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR

14 COLLATERAL ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO

15 DESCRIPTION THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 78

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 749703645

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	05	005		20190402 1432 8077 8788		

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 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

17 ADDRESS

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

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 748800405

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 001 20190305 1045 1529 4321 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD

ONTARIO CORPORATION NO.

04 ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T 2J3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / ROYAL BANK OF CANADA

LIEN CLAIMANT

09 ADDRESS 10 YORK MILLS ROAD 3RD FLOOR TORONTO ON M2P 0A2

COLLATERAL CLASSIFICATION

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

10 X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2019 CHEVROLET EXPRESS CARGO 1GCWGAFP2K1235142

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS

AGENT

17 ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 748800423

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 001 20190305 1045 1529 4323 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD

ONTARIO CORPORATION NO.

04 ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T 2J3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / ROYAL BANK OF CANADA

LIEN CLAIMANT

09 ADDRESS 10 YORK MILLS ROAD 3RD FLOOR TORONTO ON M2P 0A2

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.  
 11 MOTOR 2019 CHEVROLET EXPRESS CARGO 1GCWGAFP9K1235297

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS

AGENT

17 ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 743912352

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 003 20180919 1416 1462 8288 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T2J3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME 2080985 ONTARIO INC.

ONTARIO CORPORATION NO.

07 ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T2J3

08 SECURED PARTY / ECHELON INSURANCE  
 LIEN CLAIMANT

09 ADDRESS 2680 MATHESON BLVD. EAST, SUITE 300 MISSISSAUGA ON L4W0A5

COLLATERAL CLASSIFICATION

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

10 X  
 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL GENERAL SECURITY INTEREST ON ALL CURRENT & FUTURE ASSETS.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING ECHELON INSURANCE

AGENT

17 ADDRESS 2680 MATHESON BLVD. EAST, SUITE 300 MISSISSAUGA ON L4W0A5

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

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 743912352

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 02 003 20180919 1416 1462 8288 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 1110615 ONTARIO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T2J3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

AL CHIMKO

ONTARIO CORPORATION NO.

07 ADDRESS 126 JASPER DRIVE KIRKFIELD ON K0M2B0

08 SECURED PARTY /  
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

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

ECHELON INSURANCE

17 ADDRESS 2680 MATHESON BLVD. EAST, SUITE 300 MISSISSAUGA ON L4W0A5

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

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
 743912352

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	03	003		20180919 1416 1462 8288	P PPSA	5

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

04 ADDRESS 40 BLACK DUCK TRAIL NOBLETON ONTARIO CORPORATION NO.  
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON L7B0A4

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

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 ECHELON INSURANCE

17 ADDRESS 2680 MATHESON BLVD. EAST, SUITE 300 MISSISSAUGA ON L4W0A5  
 \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95

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

REPORT 205 PPSR060  
PAGE : 84

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20220406 1509 1793 5413	

RECORD REFERENCED	FILE NUMBER				RENEWAL YEARS	CORRECT PERIOD
21	743912352					

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	INITIAL	SURNAME
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23	REFERENCE				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	PROSYSCO LTD.		

25	OTHER CHANGE				
26	REASON/ DESCRIPTION	AMEND COLLATERAL CLASSIFICATION			

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

02/					
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			ONTARIO CORPORATION NO.

04/07	ADDRESS				
-------	---------	--	--	--	--

29	ASSIGNOR				
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				

08					
09	ADDRESS				

COLLATERAL CLASSIFICATION

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

11	MOTOR							
12	VEHICLE							
13	GENERAL							
14	COLLATERAL							
15	DESCRIPTION							
16	REGISTERING AGENT OR		PPSA CANADA INC. - (8545)					
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	303-110 SHEPPARD AVE. E.		TORONTO		ON	M2N6Y8

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

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95

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

REPORT: PPSR060  
PAGE : 85

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20220406 1513 1793 5414	

RECORD REFERENCED	FILE NUMBER				RENEWAL YEARS	CORRECT PERIOD
21	743912352					

22 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED A AMENDMENT

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			

DEBTOR/ TRANSFEROR	BUSINESS NAME	PROSYSCO LTD.
24		

OTHER CHANGE	REASON/ DESCRIPTION
25	26 AMEND CORPORATION DEBTOR NAME FROM NUMBERED 2090985 ONTARIO INC. TO

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

TRANSFERRER	BUSINESS NAME	NORTH QUEST VISION INC.
03/06		

ADDRESS	ADDRESS	ADDRESS	ONTARIO CORPORATION NO.
04/07	360 AMBASSADOR DR.	MISSISSAUGA	ON L5T2J3

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

09 COLLATERAL CLASSIFICATION

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

YEAR	MAKE	MODEL	V.I.N.
11			

12 MOTOR VEHICLE GENERAL

14 COLLATERAL DESCRIPTION

REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	PPSA CANADA INC. - (8545)	TORONTO	ON	M2N6Y8
16					

17 ADDRESS 303-110 SHEPPARD AVE. E.

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

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95

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

REPORT 207 P5SR060  
PAGE : 86

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20220406 1519 1793 5415	

RECORD REFERENCED	FILE NUMBER				RENEWAL YEARS	CORRECT PERIOD
21	743912352					

22 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED A AMENDMENT

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			

DEBTOR/ TRANSFEROR	BUSINESS NAME	PROSYSCO LTD.
24		

OTHER CHANGE	REASON/ DESCRIPTION
25	AMEND CORPORATE DEBTOR 2090985 ONTARIO INC. TO NORTH QUEST VISIONS INC.

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
26			

DEBTOR/ TRANSFEREE	BUSINESS NAME	NORTH QUEST VISION INC.
02/05		

ADDRESS		MISSISSAUGA	ONTARIO CORPORATION NO.
04/07	360 AMBASSADOR DR.		ON L5T2J3

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

09 COLLATERAL CLASSIFICATION

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

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

12 VEHICLE GENERAL

13 COLLATERAL DESCRIPTION

REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	PPSA CANADA INC. - (8545)	TORONTO	ON	M2N6Y8
16					

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

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 734292936

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 005 20171123 1439 8077 3692 P PPSA 10

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 360 AMBASSADOR DRIVE MISSISSAUGA ON L5T2J3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / ROYAL BANK OF CANADA

LIEN CLAIMANT

09 ADDRESS 180 WELLINGTON ST WEST, 5TH FL TORONTO ON M5J 1J1

COLLATERAL CLASSIFICATION

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

10 X X X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL AS PER MASTER LEASE AGREEMENT DATED NOVEMBER 23, 2017 TOGETHER

14 COLLATERAL WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE

15 DESCRIPTION DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL

16 REGISTERING REGISTRY = RECOVERY INC.

AGENT

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

REPORT 209 PPSR060  
PAGE : 88

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 734292936

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 02 005 20171123 1439 8077 3692

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 / ROYAL BANK OF CANADA  
LIEN CLAIMANT

09 ADDRESS 300-5575 NORTH SERVICE RD BURLINGTON ON L7L 6M1

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,  
14 COLLATERAL ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM  
15 DESCRIPTION DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 89

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

REPORT 210 P. SSR060  
PAGE : 89

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 734292936

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 03 005 20171123 1439 8077 3692

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS

14 COLLATERAL IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR

15 DESCRIPTION OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 90

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

REPORT 211 P SSR060  
PAGE : 90

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 734292936

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 04 005 20171123 1439 8077 3692

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND

14 COLLATERAL RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR

15 DESCRIPTION COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

16 REGISTERING

AGENT

17

ADDRESS

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

CONTINUED... 91

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

REPORT 212 PPSR060  
PAGE : 91

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 734292936

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 05 005 20171123 1439 8077 3692

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /  
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 92

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 687348549

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	01	001		20130530 1942 1531 8477	P PPSA	5
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME PROSYSCO LTD.

ADDRESS				ONTARIO CORPORATION NO.
---------	--	--	--	-------------------------

04	1145 WESTPORT CRES.		MISSISSAUGA	ON L5T 1E8
----	---------------------	--	-------------	------------

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

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / ROYAL BANK OF CANADA

LIEN CLAIMANT

ADDRESS				ON	M2P 0A4
---------	--	--	--	----	---------

09 COLLATERAL CLASSIFICATION

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

10	X	X	X	X	X			
----	---	---	---	---	---	--	--	--

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

ADDRESS				BC	V5G 3S8
---------	--	--	--	----	---------

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

CONTINUED... 93

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95

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

REPORT 214 P. SSR060  
PAGE : 93

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20180427 1439 1530 9861	

21 RECORD FILE NUMBER 687348549  
REFERENCED

PAGE AMENDED	NO	SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	5	

22 FIRST GIVEN NAME INITIAL SURNAME  
23 REFERENCE  
24 DEBTOR/ BUSINESS NAME PROSYSCO LTD.  
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... 94

RUN NUMBER : 088  
 RUN DATE : 2023/03/29  
 ID : 20230329103941.95  
 TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : PROSYSCO LTD.  
 FILE CURRENCY : 28MAR 2023

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

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
788107176	20221101 1704 1462 3339			
787947768	20221027 1422 1031 4243	20230228 0817 1031 7019		
787533282	20221013 1107 1590 3981			
784744542	20220708 1556 1532 0667			
784132155	20220620 1206 1590 7860			
779960223	20220127 1319 6005 7647			
777695139	20211027 1655 1901 6267			
777699648	20211027 1800 1902 0278	20211027 1902 1902 0282		
777288906	20211013 1703 1462 6104	20220427 1419 1462 6944		
776912832	20211001 1056 1901 9059			
776098845	20210903 1442 1902 6594			
774683433	20210722 1405 1462 9292			
774082134	20210705 0838 1532 0727			
773942769	20210629 1002 1462 1367			
773549019	20210616 1428 8077 7841			
773488377	20210615 1034 1532 1807			
772792677	20210525 1627 8077 6679			
770589729	20210316 0821 1532 8326			
769678182	20210204 1229 1219 8680			
768336318	20201207 1037 1532 6688			
767839464	20201119 1033 1529 5616			
767305449	20201102 1253 1532 8233			
767240217	20201030 1048 1529 0761			
757740267	20191119 1434 8077 1040	20210603 1628 8077 7286	20210603 1628 8077 7287	
756778455	20191022 1438 1530 3301			
749703645	20190402 1432 8077 8788			
748800405	20190305 1045 1529 4321			
748800423	20190305 1045 1529 4323			
743912352	20180919 1416 1462 8288	20220406 1509 1793 5413	20220406 1513 1793 5414	20220406 1519 1793 5415
734292936	20171123 1439 8077 3692			

RUN NUMBER : 088  
RUN DATE : 2023/03/29  
ID : 20230329103941.95  
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : PROSYSCO LTD.  
FILE CURRENCY : 28MAR 2023

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

REPORT: 216 PSSR060  
PAGE : 95

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
687348549	20130530	1942 1531 8477	20180427 1439 1530 9861	

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

**THIS IS EXHIBIT "I" REFERRED TO IN THE  
AFFIDAVIT OF TERRENCE STANLEY DAVID SCOTT  
SWORN REMOTELY BEFORE ME AT THE CITY  
OF TORONTO, ON THIS 18<sup>TH</sup> DAY OF  
APRIL, 2023.**

DocuSigned by:

*Jessica Wuthmann*

3A2B52A947404F3...

---

Commissioner for Taking Affidavits  
Jessica Wuthmann  
LSO# 72442WS

## Enquiry Result

File Currency: 28MAR 2023



All Pages ▾

Show All Pages

**Note: All pages have been returned.**

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	1110615 ONTARIO LTD.								
<b>File Currency</b>	28MAR 2023								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	717654618	1	2	1	8	14JUN 2026			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
717654618		01	001		20160614 1435 1530 3879	P PPSA	5		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	1110615 ONTARIO LTD.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	360 AMBASSADOR DRIVE				MISSISSAUGA	ON	L5T 2J3		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	ROYAL BANK OF CANADA								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	36 YORK MILLS ROAD, 4TH FLOOR				TORONTO	ON	M2P 0A4		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
		X	X	X	X	X			
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								

<b>Registering Agent</b>	<b>Registering Agent</b>			
	CANADIAN SECURITIES REGISTRATION SYSTEMS			
	<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

CONTINUED

<b>Type of Search</b>	Business Debtor				
<b>Search Conducted On</b>	1110615 ONTARIO LTD.				
<b>File Currency</b>	28MAR 2023				
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>
	717654618	1	2	2	8

**FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT**

	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule Attached</b>	<b>Registration Number</b>	<b>Registered Under</b>
		01	001		20210514 1442 1530 2309	

<b>Record Referenced</b>	<b>File Number</b>	<b>Page Amended</b>	<b>No Specific Page Amended</b>	<b>Change Required</b>	<b>Renewal Years</b>	<b>Correct Period</b>
	717654618		X	B RENEWAL	5	

<b>Reference Debtor/ Transferor</b>	<b>First Given Name</b>	<b>Initial</b>	<b>Surname</b>
	<b>Business Debtor Name</b>		
	1110615 ONTARIO LTD.		

<b>Other Change</b>	<b>Other Change</b>

<b>Reason / Description</b>	<b>Reason / Description</b>

<b>Debtor/ Transferee</b>	<b>Date of Birth</b>	<b>First Given Name</b>	<b>Initial</b>	<b>Surname</b>
	<b>Business Debtor Name</b>			<b>Ontario Corporation Number</b>
	<b>Address</b>		<b>City</b>	<b>Province</b> <b>Postal Code</b>

<b>Assignor Name</b>	<b>Assignor Name</b>

<b>Secured Party</b>	<b>Secured party, lien claimant, assignee</b>			
	<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>

<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>

<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>V.I.N.</b>

<b>General Collateral Description</b>				
General Collateral Description				
<b>Registering Agent</b>				
Registering Agent or Secured Party/ Lien Claimant				
CANADIAN SECURITIES REGISTRATION SYSTEMS				
<b>Address</b>		<b>City</b>	<b>Province</b>	<b>Postal Code</b>
4126 NORLAND AVENUE		BURNABY	BC	V5G 3S8

END OF FAMILY

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	1110615 ONTARIO LTD.								
<b>File Currency</b>	28MAR 2023								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	743912352	2	2	3	8	19SEP 2023			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
743912352		01	003		20180919 1416 1462 8288	P PPSA	5		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	PROSYSCO LTD.								
	<b>Address</b>			<b>City</b>	<b>Province</b>	<b>Postal Code</b>			
	360 AMBASSADOR DRIVE			MISSISSAUGA	ON	L5T2J3			
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	2080985 ONTARIO INC.								
	<b>Address</b>			<b>City</b>	<b>Province</b>	<b>Postal Code</b>			
	360 AMBASSADOR DRIVE			MISSISSAUGA	ON	L5T2J3			
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	ECHELON INSURANCE								
	<b>Address</b>			<b>City</b>	<b>Province</b>	<b>Postal Code</b>			
	2680 MATHESON BLVD. EAST, SUITE 300			MISSISSAUGA	ON	L4W0A5			
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
					X				
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
	GENERAL SECURITY INTEREST ON ALL CURRENT & FUTURE ASSETS.								

<b>Registering Agent</b>	<b>Registering Agent</b>			
	ECHELON INSURANCE			
	<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
	2680 MATHESON BLVD. EAST, SUITE 300	MISSISSAUGA	ON	L4W0A5

CONTINUED

<b>Type of Search</b>	Business Debtor						
<b>Search Conducted On</b>	1110615 ONTARIO LTD.						
<b>File Currency</b>	28MAR 2023						
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>
	743912352	2	2	4	8	19SEP 2023	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>
743912352		02	003		20180919 1416 1462 8288	P PPSA	5

<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>	<b>Initial</b>	<b>Surname</b>

<b>Business Debtor</b>	<b>Business Debtor Name</b>	<b>Ontario Corporation Number</b>		
	1110615 ONTARIO LTD.			
	<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
	360 AMBASSADOR DRIVE	MISSISSAUGA	ON	L5T2J3

<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>	<b>Initial</b>	<b>Surname</b>
		AL		CHIMKO

<b>Business Debtor</b>	<b>Business Debtor Name</b>	<b>Ontario Corporation Number</b>		
	<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
	126 JASPER DRIVE	KIRKFIELD	ON	K0M2B0

<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>			
	<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>

<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>

<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>V.I.N.</b>

<b>General Collateral Description</b>	<b>General Collateral Description</b>

<b>Registering Agent</b>	<b>Registering Agent</b>			
	ECHELON INSURANCE			
	<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
	2680 MATHESON BLVD. EAST, SUITE 300	MISSISSAUGA	ON	L4W0A5

CONTINUED

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	1110615 ONTARIO LTD.								
<b>File Currency</b>	28MAR 2023								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	743912352	2	2	5	8	19SEP 2023			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
743912352		03	003		20180919 1416 1462 8288	P PPSA	5		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
		PAUL				CHIMKO			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	40 BLACK DUCK TRAIL				NOBLETON	ON	L7B0A4		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>	<b>V.I.N.</b>			
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent</b>								
	ECHELON INSURANCE								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	2680 MATHESON BLVD. EAST, SUITE 300				MISSISSAUGA	ON	L4W0A5		

CONTINUED

<b>Type of Search</b>	Business Debtor						
<b>Search Conducted On</b>	1110615 ONTARIO LTD.						
<b>File Currency</b>	28MAR 2023						
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>		
	743912352	2	2	6	8		

## FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule Attached</b>	<b>Registration Number</b>	<b>Registered Under</b>				
		001	1		20220406 1509 1793 5413					
<b>Record Referenced</b>	<b>File Number</b>	<b>Page Amended</b>	<b>No Specific Page Amended</b>	<b>Change Required</b>	<b>Renewal Years</b>	<b>Correct Period</b>				
	743912352			A AMNDMNT						
<b>Reference Debtor/ Transferor</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>					
	<b>Business Debtor Name</b>									
	PROSYSCO LTD.									
<b>Other Change</b>	<b>Other Change</b>									
<b>Reason / Description</b>	<b>Reason / Description</b>									
	AMEND COLLATERAL CLASSIFICATION									
<b>Debtor/ Transferee</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>				
	<b>Business Debtor Name</b>							<b>Ontario Corporation Number</b>		
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>			
<b>Assignor Name</b>	<b>Assignor Name</b>									
<b>Secured Party</b>	<b>Secured party, lien claimant, assignee</b>									
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>			
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>	
		X	X	X	X	X				
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>			<b>V.I.N.</b>		
<b>General Collateral Description</b>	<b>General Collateral Description</b>									
<b>Registering Agent</b>	<b>Registering Agent or Secured Party/ Lien Claimant</b>									
	PPSA CANADA INC. - (8545)									
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>			
	303-110 SHEPPARD AVE. E.				TORONTO	ON	M2N6Y8			

CONTINUED

<b>Type of Search</b>	Business Debtor
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<b>Search Conducted On</b>	1110615 ONTARIO LTD.								
<b>File Currency</b>	28MAR 2023								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>					<b>of Pages</b>
	743912352	2	2	7					8
<b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b>									
	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule Attached</b>	<b>Registration Number</b>			<b>Registered Under</b>	
		001	1		20220406 1513 1793 5414				
<b>Record Referenced</b>	<b>File Number</b>	<b>Page Amended</b>	<b>No Specific Page Amended</b>	<b>Change Required</b>			<b>Renewal Years</b>	<b>Correct Period</b>	
	743912352			A AMNDMNT					
<b>Reference Debtor/ Transferor</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>				
	<b>Business Debtor Name</b>								
	PROSYSCO LTD.								
<b>Other Change</b>	<b>Other Change</b>								
<b>Reason / Description</b>	<b>Reason / Description</b>								
	AMEND CORPORATION DEBTOR NAME FROM NUMBERED 2090985 ONTARIO INC. TO								
<b>Debtor/ Transferee</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
	<b>Business Debtor Name</b>							<b>Ontario Corporation Number</b>	
	NORTH QUEST VISION INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	360 AMBASSADOR DR.				MISSISSAUGA	ON	L5T2J3		
<b>Assignor Name</b>	<b>Assignor Name</b>								
<b>Secured Party</b>	<b>Secured party, lien claimant, assignee</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>			<b>V.I.N.</b>	
<b>General Collateral Description</b>	<b>General Collateral Description</b>								
<b>Registering Agent</b>	<b>Registering Agent or Secured Party/ Lien Claimant</b>								
	PPSA CANADA INC. - (8545)								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		

303-110 SHEPPARD AVE. E.

TORONTO

ON

CONTINUED

<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	1110615 ONTARIO LTD.								
<b>File Currency</b>	28MAR 2023								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>					<b>of Pages</b>
	743912352	2	2	8					8
<b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b>									
	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule Attached</b>	<b>Registration Number</b>			<b>Registered Under</b>	
		001	1		20220406 1519 1793 5415				
<b>Record Referenced</b>	<b>File Number</b>	<b>Page Amended</b>	<b>No Specific Page Amended</b>	<b>Change Required</b>		<b>Renewal Years</b>	<b>Correct Period</b>		
	743912352			A AMNDMNT					
<b>Reference Debtor/ Transferor</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>				
	<b>Business Debtor Name</b>								
	PROSYSCO LTD.								
<b>Other Change</b>	<b>Other Change</b>								
<b>Reason / Description</b>	<b>Reason / Description</b>								
	AMEND CORPORATE DEBTOR 2090985 ONTARIO INC. TO NORTH QUEST VISIONS INC.								
	AS PER ARTICLES OF AMENDMENT ISSUED 07/10/2020								
<b>Debtor/ Transferee</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
	<b>Business Debtor Name</b>							<b>Ontario Corporation Number</b>	
	NORTH QUEST VISION INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	360 AMBASSADOR DR.				MISSISSAUGA	ON	L5T2J3		
<b>Assignor Name</b>	<b>Assignor Name</b>								
<b>Secured Party</b>	<b>Secured party, lien claimant, assignee</b>								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>			<b>V.I.N.</b>	
<b>General Collateral Description</b>	<b>General Collateral Description</b>								

<b>Registering Agent</b>	<b>Registering Agent or Secured Party/ Lien Claimant</b>		
PPSA CANADA INC. - (8545)			
<b>Address</b>	<b>City</b>	<b>Province Postal Code</b>	
303-110 SHEPPARD AVE. E.	TORONTO	ON	M2N6Y8

LAST PAGE

**Note: All pages have been returned.**

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**THIS IS EXHIBIT "J" REFERRED TO IN THE  
AFFIDAVIT OF TERRENCE STANLEY DAVID SCOTT  
SWORN REMOTELY BEFORE ME AT THE CITY  
OF TORONTO, ON THIS 18<sup>TH</sup> DAY OF  
APRIL, 2023.**

DocuSigned by:

*Jessica Wuthmann*

3A2B52A947404F3...

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Commissioner for Taking Affidavits  
Jessica Wuthmann  
LSO# 72442WS

PROSYSCO LTD.  
STATEMENT OF PROJECTED CASH FLOWS  
FOR THE 12 WEEK PERIOD ENDED JULY 1, 2023

Week starting Week ending	Forecast - Weekly												
	9-Apr-23	16-Apr-23	23-Apr-23	30-Apr-23	7-May-23	14-May-23	21-May-23	28-May-23	4-Jun-23	11-Jun-23	18-Jun-23	25-Jun-23	
	15-Apr-23	22-Apr-23	29-Apr-23	6-May-23	13-May-23	20-May-23	27-May-23	3-Jun-23	10-Jun-23	17-Jun-23	24-Jun-23	1-Jul-23	
	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	
Cash balance - beginning of period	\$ 753,078	418,163	234,752	513,534	4,593	916,725	1,106,948	1,630,704	1,555,665	1,410,842	1,435,345	1,550,089	A
<b>Cash receipts (includes HST)</b>													
Collection of accounts receivable	10,650	209,239	516,731	153,714	1,070,083	582,873	681,706	587,616	13,126	417,153	272,694	1,055,794	
<b>Total cash receipts (including HST)</b>	\$ 10,650	209,239	516,731	153,714	1,070,083	582,873	681,706	587,616	13,126	417,153	272,694	1,055,794	B
<b>Disbursements (all applicable expenses include HST)</b>													
Direct labour (incl. EHT, WSIB, DAS, etc.)	-	185,000	80,000	185,000	-	185,000	-	185,000	-	185,000	-	185,000	
Consulting and sub-contracting	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	
Materials purchases payments	90,750	90,750	90,750	90,750	90,750	90,750	90,750	90,750	90,750	90,750	90,750	90,750	
Equipment rental	8,400	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	
Inspections	2,400	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	
Freight	3,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	
Customs and duties	1,000	500	500	500	500	500	500	500	500	500	500	500	
Office and management salaries	22,000	77,200	-	77,200	-	77,200	-	77,200	-	77,200	-	77,200	
Employee benefits	13,315	-	-	13,500	-	-	-	13,500	-	-	-	-	
Shop supplies	10,800	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	
Auto expense	7,000	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	
Bank charges and interest	-	-	-	1,000	-	-	-	1,000	-	-	-	1,000	
Insurance	-	-	-	10,705	-	-	-	10,705	-	-	-	10,705	
Rent expense	135,500	-	-	135,500	-	-	-	135,500	-	-	-	135,500	
Utilities	-	-	-	7,000	-	-	-	7,000	-	-	-	7,000	
Telephone and communication	-	-	-	1,800	-	-	-	1,800	-	-	-	1,800	
Travel - Hotel and accommodations	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	
Office and general	13,300	13,300	13,300	13,800	13,300	13,300	13,300	13,800	13,300	13,300	13,300	13,300	
Restructuring Fee	27,500	-	27,500	-	27,500	-	27,500	-	27,500	-	27,500	-	
HST remittances / (refund)	-	-	-	100,000	-	-	-	100,000	-	-	-	100,000	
<b>Total disbursements (including HST)</b>	\$ 345,565	392,650	237,950	662,655	157,950	392,650	157,950	662,655	157,950	392,650	157,950	648,655	C
<b>Net Cash-flow from operations</b>	\$ (334,914)	(183,411)	278,781	(508,941)	912,133	190,223	523,756	(75,039)	(144,824)	24,503	114,744	407,139	D = B - C
Cash balance - end of period	\$ 418,163	234,752	513,534	4,593	916,725	1,106,948	1,630,704	1,555,665	1,410,842	1,435,345	1,550,089	1,957,228	A + D

**NOTICE TO READER:**

This statement of projected cash-flow dated April 10, 2023 of the Company is prepared in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report On Cash-Flow Statement and the Report On Cash-Flow Statement By The Person Making The Proposal.

Prosysco Ltd.

Per: Terence Scott


April 10, 2023

Albert Gelman Inc., solely in its capacity as Trustee in re the Notice of Intention to  
Make a Proposal of Prosysco Ltd. and not in its personal or any other capacity

Per: Bryan Gelman

April 10, 2023

**THIS IS EXHIBIT "K" REFERRED TO IN THE  
AFFIDAVIT OF TERRENCE STANLEY DAVID SCOTT  
SWORN REMOTELY BEFORE ME AT THE CITY  
OF TORONTO, ON THIS 18<sup>TH</sup> DAY OF  
APRIL, 2023.**

DocuSigned by:  
  
3A2B52A947404F3...

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Commissioner for Taking Affidavits  
Jessica Wuthmann  
LSO# 72442WS

1110615 ONTARIO LTD.  
 STATEMENT OF PROJECTED CASH FLOWS  
 FOR THE 12 WEEK PERIOD ENDED JULY 1, 2023

		Forecast - Weekly											
Week starting	9-Apr-23	16-Apr-23	23-Apr-23	30-Apr-23	7-May-23	14-May-23	21-May-23	28-May-23	4-Jun-23	11-Jun-23	18-Jun-23	25-Jun-23	
Week ending	15-Apr-23	22-Apr-23	29-Apr-23	6-May-23	13-May-23	20-May-23	27-May-23	3-Jun-23	10-Jun-23	17-Jun-23	24-Jun-23	1-Jul-23	
	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	
Cash balance - beginning of period	\$ 217	197	197	197	191	191	171	171	165	165	145	145	A
<b>Cash receipts (includes HST)</b>													
Receipts	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total cash receipts (including HST)</b>	\$ -	-	-	-	-	-	-	-	-	-	-	-	B
<b>Disbursements (all applicable expenses include HST)</b>													
Interest and bank charges	20			6		20		6		20		6	
Restructuring Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total disbursements (including HST)</b>	\$ 20	-	-	6	-	20	-	6	-	20	-	6	C
<b>Net Cash-flow from operations</b>	\$ (20)	-	-	(6)	-	(20)	-	(6)	-	(20)	-	(6)	D = B - C
Cash balance - end of period	\$ 197	197	197	191	191	171	171	165	165	145	145	139	A + D

**NOTICE TO READER:**

This statement of projected cash-flow dated April 10, 2023 of the Company is prepared in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report On Cash-Flow Statement and the Report On Cash-Flow Statement By The Person Making The Proposal.

Albert Gelman Inc., solely in its capacity as Trustee in re the Notice of Intention to Make a Proposal of 1110615 Ontario Ltd. and not in its personal or any other capacity

1110615 Ontario Ltd.

Per: Terrence Scott

April 10, 2023

Per: Bryan Gelman

April 10, 2023

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY*  
ACT, RSC 1985, c B-3, AS AMENDED**

Court File No. BK-23-292921-0032  
Estate File No. 32-2929201

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF PROSYSCO LTD. OF THE CITY OF  
MISSISSAUGA IN THE PROVINCE OF ONTARIO**

Applicant

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

Proceedings commenced at Toronto

**AFFIDAVIT OF TERRENCE SCOTT  
(Sworn April 18, 2023)**

**RECONSTRUCT LLP**

Royal Bank Plaza, South Tower  
200 Bay Street  
Suite 2305, P.O. Box 120  
Toronto, ON M5J 2J3

**R. Brendan Bissell – LSO #: 40354V**  
Tel: (416) 613-0066

Email: [bbissell@reconllp.com](mailto:bbissell@reconllp.com)

**Jessica Wuthmann – LSO #: 72442W**  
Tel: (416) 613-8288

Email: [jwuthmann@reconllp.com](mailto:jwuthmann@reconllp.com)

**Lawyers for the Applicant**

**TAB 3**

Court File No. BK-23-02929201-0032  
Estate No. 32-2929201

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

THE HONOURABLE ●	)	MONDAY, THE 24 <sup>TH</sup>
	)	
JUSTICE ●	)	DAY OF APRIL, 2023

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDED**

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF PROSYSCO LTD. OF THE CITY OF TORONTO IN THE  
PROVINCE OF ONTARIO**

**ORDER  
(Re: Administrative Consolidation and Related Relief)**

**THIS MOTION** made by Prosysco Ltd. (the “**Company**”) for an order, *inter alia*, extending the time to file a proposal for a period of 45 days and administratively consolidating the two NOI Proceedings (as defined below) was heard this day at 330 University Avenue, Toronto, Ontario by video conference.

**ON READING** the Affidavit of Terrence Scott sworn April 18, 2023, and the First Report of Albert Gelman Inc. in its capacity as proposal trustee (the “**Proposal Trustee**”), and on hearing the submissions of respective counsel for the Company, the Proposal Trustee, the Royal Bank of Canada and such other counsel as were present as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Jessica Wuthmann sworn April ●, 2023, filed:

**SERVICE**

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

**PROCEDURAL CONSOLIDATION**

2. **THIS COURT ORDERS** that, without prejudice to the right of any party to seek or oppose substantive consolidation,

- (a) the present proceeding; and
- (b) the matter of the notice of intention to make a proposal of 1110615 Ontario Ltd. Bankruptcy Court File No. BK-23-02929202-0032 and Estate No. 32-2929202,  
  
(collectively, the “**NOI Proceedings**”)

shall be procedurally consolidated and the Proposal Trustee shall be authorized and directed to administer the NOI Proceedings on a consolidated basis for all purposes in carrying out its administrative duties and other responsibilities as trustee under the *Bankruptcy and Insolvency Act* (the “**BIA**”), including, without limitation, the following:

- (a) sending notices to the creditors of Prosysco Ltd. and 1110615 Ontario Ltd. (collectively, the “**NOI Entities**”) pursuant to one consolidated notice;
- (b) calling and conducting any meetings of creditors of the NOI Entities pursuant to one combined advertisement and one meeting;

- (c) issuing consolidated reports in respect of the estates of the NOI Entities;
- (d) preparing, filing, advertising and distributing any and all filings and/or notices relating to the administration of the estates of the NOI Entities on a consolidated basis; and
- (e) bringing motions to this Honourable Court on a consolidated basis.

3. **THIS COURT ORDERS** that the NOI Proceedings shall be assigned the single Bankruptcy Court File No. BK-23-02929201-0032 and Estate File Number 32-2929201 (the “**Consolidated Court File**”) and the following title of proceeding:

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDED**

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF PROSYSCO LIMITED OF THE CITY OF TORONTO IN THE  
PROVINCE OF ONTARIO**

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF 1110615 ONTARIO LTD.**

4. **THIS COURT ORDERS** that a copy of this Order shall be filed by the NOI Entities in the court file for each of the NOI Proceedings but that any other document required to be filed in any of the NOI Proceedings shall hereafter only be required to be filed in the Consolidated Court File.

5. **THIS COURT ORDERS** that for avoidance of doubt, any motion, application or action, including the herein motion, in respect of the NOI Entities or any of them shall be brought and filed in the Consolidated Court File and if so brought and filed it shall be deemed brought and filed

in each of the NOI Proceedings, as appropriate, without prejudice to any rules of civil procedure or otherwise that are applicable.

6. **THIS COURT ORDERS** that the procedural consolidation of the NOI Proceedings shall not:

- (a) affect the separate legal status and structures of any of the NOI Entities;
- (b) cause any of the NOI Entities to be liable for any claim for which it otherwise is not liable; or
- (c) affect the Proposal Trustee's or a creditor's right to seek to disallow any claim, including on the basis that such claim is a duplicative claim.

#### **EXTENSION OF TIME TO FILE A PROPOSAL**

7. **THIS COURT ORDERS** that pursuant to Section 50.4(9) of the BIA, the time for the NOI Entities to file a proposal with the Official Receiver be and is hereby extended up to and including June 14, 2023 (the "**Stay Period**").

#### **CONTINUATION OF SERVICES**

8. **THIS COURT ORDERS** that during the Stay Period, all persons having oral or written agreements with the NOI Entities or statutory or regulatory mandates for the supply of goods and/or services 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 NOI Entities, provided in each case that the normal prices or charges for such goods or services received after the date of this Order are paid by the NOI Entities in accordance with normal payment

practices of the NOI Entities or other practices as may be agreed upon by the supplier or service provider and each of the NOI Entities and the Proposal Trustee, or as may be ordered by this Court.

9. **THIS COURT ORDERS** that the First Report of the Proposal Trustee, and the actions, conduct and activities of the Proposal Trustee as set out therein, be and are hereby approved; provided, however, that only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

### **GENERAL**

10. **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 NOI Entities, the Proposal Trustee and their respective 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 NOI Entities and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the NOI Entities and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

11. **THIS COURT ORDERS** that any interested party (including the NOI Entities and the Proposal Trustee) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

12. **THIS COURT ORDERS** that notwithstanding Rule 59.05, this Order is effective from 12:01 a.m. on the date that it is made and is enforceable without any need for entry and filing. In accordance with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an

appeal or a motion for leave to appeal is brought to an appellate court. Any party may nonetheless submit a formal order for original signing, entry and filing.

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**IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT,  
RSC 1985, c B-3, AS AMENDED**

Court File No. BK-23-2929201-0032  
Estate File No. 32-2929201

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE  
A PROPOSAL OF PROSYSCO LTD. OF THE CITY OF  
MISSISSAUGA IN THE PROVINCE OF ONTARIO**

Applicant

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

Proceedings commenced at Toronto

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**MOTION RECORD  
(Returnable April 24, 2023)**

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**RECONSTRUCT LLP**

Royal Bank Plaza, South Tower  
200 Bay Street  
Suite 2305, P.O. Box 120  
Toronto, ON M5J 2J3

**R. Brendan Bissell – LSO #: 40354V**

Tel: (416) 613-0066

Email: [bbissell@reconllp.com](mailto:bbissell@reconllp.com)

**Jessica Wuthmann – LSO #: 72442W**

Tel: (416) 613-8288

Email: [jwuthmann@reconllp.com](mailto:jwuthmann@reconllp.com)

**Lawyers for the Applicant**