

Court File No: C-585-16

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**FIRST SOURCE MORTGAGE CORPORATION**

**Applicant**

**- and -**

**DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.**

**Respondent**

**APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43**

**APPLICATION RECORD**

June 2, 2016

**PALIARE ROLAND ROSENBERG  
ROTHSTEIN LLP**  
155 Wellington Street West, 35<sup>th</sup> Floor  
Toronto, ON M5V 3H1  
Fax: (416) 646-4301

Jeff Larry (44608D)  
Tel: (416) 646-4330  
Email: jeff.larry@paliareroland.com

Lawyers for the Applicant, First Source  
Mortgage Corporation

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Respondent

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R.S.C. 1985, c. B-3, and Section 101 of the *Courts of Justice Act*,  
R.S.O. 1990, c. C.43

## NOTICE OF APPLICATION

TO THE RESPONDENTS:

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

THIS APPLICATION will come on for a hearing at 10:00 a.m. on June 16, 2016, at the court house at Kitchener, Ontario, *at 85 Frederick Street, Kitchener, ON.*

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

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least two days before the hearing.

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

Date: MAY 31 2010

Issued by:



Local registrar

Address of court office: Waterloo Region Courthouse  
85 Frederick Street  
Kitchener, ON N2H 0A7

TO: Daoust Vukovich LLP  
20 Queen Street West  
Suite 3000  
Toronto, Ontario M5H 3R3

**Attention: Wolfgang Kaufmann**

Lawyers for Ronald Schindler, Dang Variety Store  
and Gas Bar and Lucky Restaurant Inc., Woodland  
Investments Inc., Schindler Abroyd Inc. and  
2371799 Ontario Inc.

AND TO: Katherine I. Henshell  
Barrister & Solicitor  
1457 Ontario Street  
Burlington, ON L7S 1G6

Lawyers for Thi May Nguyen and Than Dang

AND TO: 1419768 Ontario Inc.  
85016 – 561 Brant Street  
Burlington, ON L7R 2G6

AND TO: D & D Leasing  
85016 – 561 Brant Street  
Burlington, ON L7R 2G6

AND TO: Red Rock Holdings Inc.  
7101 Syntex Drive, Suite 200  
Mississauga, ON L5N 6H5

AND TO: Christopher Purkis  
15 Friars Lane  
Toronto, ON M9A 1T6

AND TO: Excel Leasing Inc.  
302 -- 460 Main Street  
Winnipeg, Manitoba R3B 1B6

AND TO: Merchant Advance Capital Ltd.  
2207 -- 1367 Alberni Street  
Vancouver, BC V6E 4R9

AND TO: *Dang Variety Store*  
*406 King St. East*  
*Cambridge, ON*  
*N3H3M9*

## APPLICATION

The Applicant will make an application for an order:

1. if necessary, abridging the time for and validating the manner of service of the Notice of Application and Application Record in respect of this application and dispensing with further service thereof;
2. appointing Collins Barrow Toronto Limited as receiver (the "Receiver") of the property, assets and undertakings of the Respondent (the "Property"); and
3. such further and other relief which this Honourable Court deems appropriate and just.

### THE GROUNDS FOR THE APPLICATION ARE:

1. The Applicant, First Source Mortgage Corporation ("First Source") is an Ontario corporation in the business of providing mortgage financing.
2. The Respondent, Dang Variety Store and Gas Bar and Lucky Restaurant Inc. ("Dang Variety"), is an Ontario corporation that operates a variety store, restaurant and gas bar at 406 King Street East, Cambridge, Ontario.
3. The shareholders of Dang Variety are Ronald Schindler ("Schindler") and Than Dang ("Dang"). Schindler owns a 51% interest and Dang owns a 49% interest. Dang operates the gas bar and variety store on a day to day basis.

### The Loan

4. On May 28, 2013, First Source completed a mortgage loan transaction (the "Loan") with Dang Variety in accordance with the Letter of Commitment dated April 19, 2013, as amended (the "Commitment").

5. The Loan contemplated a facility in the amount of \$1,430,000, all of which has been advanced by First Source. The interest rate on the Loan was 9.75% per annum.
6. As security for the loan, Dang Variety granted First Source a first mortgage (the "Mortgage") over the property municipally known as 406 Cambridge Street East, Cambridge, Ontario (the "Property").
7. The Mortgage was registered on title to the Property on May 28, 2013.
8. In addition to the Mortgage, Dang Variety also gave First Source the following security, among others:
  - (a) Assignment of Rents;
  - (b) General Security Agreement; and
  - (c) Assignment of Plans, Agreements and Contracts.
9. First Source registered its security over personal property under the *Personal Property Security Act* on May 28, 2013.
10. The Debtor's obligations under the Loan are guaranteed by Schindler, Dang, Dang's spouse, Thi May Nguyen, and Woodland Investments Inc., Schindler Abroyd Inc., and 2371799 Ontario Inc., each an Ontario corporation controlled by Schindler.

#### **The Loan is in Default**

11. The Loan was due initially on June 1, 2015. On that date, First Source and Dang entered into an Amending Agreement under which the parties agreed, among other things:
  - (a) to extend the loan maturity date to August 31, 2015;

- (b) to increase the interest rate from 9.75% to 10.25% until August 1, 2015 and 11% thereafter until repayment;
  - (c) to pay a fee equal to three months interest at the time of discharge; and
  - (d) to an extension fee of \$14,000 payable to First Source.
12. The loan was not repaid on August 31, 2015, as required.
13. Since that time, Schindler has personally made monthly interest payments but Dang Variety has been unable to repay the Loan in full.

#### **The Demand for Payment**

14. Dang Variety is indebted to the Lender in the total amount of \$1,502,698.12 (the "Debt") as of May 3, 2016 inclusive of interest, administrative fees, extension fees, legal fees and the 3 months' interest bonus contemplated in the Mortgage.
15. On May 4, 2016, First Source demanded repayment of the Debt, together with interest at the per diem rate of \$453.08, plus any further costs and legal expenses. At the same time, First Source issued a Notice of Intention to Enforce Security under section 244 of the *Bankruptcy and Insolvency Act*.

Despite this demand, the Debt has not been repaid.

#### **The Current State of the Business**

16. Since the Loan matured on August 31, 2015, Dang Variety has tried to refinance or sell the Property. To date, none of these efforts has been successful.
17. The principals of Dang Variety, Schindler and Dang, are at considerable odds with one another and cannot agree on whether to sell the Property or how to carry on the business.

18. The internal disagreements between Schindler and Dang have now made it impossible for Dang Variety to carry out any plan to refinance or sell the Property on their own.

#### **Need for a Receiver**

19. Given that the Debtor continues to operate several businesses at the Property, First Source believes that it is preferable that the Receiver take control of Dang Variety to assess whether the businesses are viable and, if appropriate, to operate the businesses while the Receiver determines how to deal with the Property.
20. The Debtor is entitled under the terms of the Commitment to appoint a Receiver in the event the Loan is in default.
21. The appointment of a receiver is necessary, just and convenient, and in the best interests of the Applicant and the Debtor's stakeholders generally;
22. Collins Barrow has consented to its appointment as Receiver, if so appointed;
23. Section 243 of the BIA;
24. Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
25. Rules 16.08 and 3.02 of the *Rules of Civil Procedure*; and
26. Such further and other grounds as counsel may advise, and of which this court may take note.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of this Application:

1. The Affidavit of David Mandel to be sworn and the exhibits thereto;

2. The Consent of Collins Barrow Toronto Limited; and
3. Such further and other evidence as counsel may advise and this Honourable Court may permit.

May 31, 2016

**Paliare Roland Rosenberg Rothstein LLP**  
Barristers  
155 Wellington Street West, 35th Floor  
Toronto, Ontario M5V 3H1

**Jeffrey Larry (LSUC# 44608D)**  
Tel.: (416) 646-4330  
Fax: (416) 646-4301

Lawyers for the Applicant

First Source Mortgage Corporation

Applicant

-and-

DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.  
Respondent

Court File No

C-585-16

ONTARIO

SUPERIOR COURT OF JUSTICE  
PROCEEDING COMMENCED AT  
KITCHENER

NOTICE OF APPLICATION

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP  
155 Wellington Street West, 35<sup>th</sup> Floor  
Toronto, ON M5V 3H1  
Fax: (416) 646-4301

Jeff Larry (44608D)  
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jeff.larry@paliareroland.com

Lawyers for the Applicant

Court File No. C-585-16

ONTARIO  
SUPERIOR COURT OF JUSTICE

BETWEEN:

**FIRST SOURCE MORTGAGE CORPORATION**

Applicant

and

**DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.**

Respondent

**AFFIDAVIT OF DAVID MANDEL**

I, David Mandel, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am an officer and director of First Source Mortgage Corporation ("First Source"), a secured creditor of the Respondent, Dang Variety Store and Gas Bar and Lucky Restaurant Inc. ("Dang Variety"), and as such have knowledge of the matters to which I hereinafter depose.

**The Parties**

2. First Source is an Ontario corporation in the business of providing mortgage financing.

3. Dang Variety is an Ontario corporation that operates a variety store, restaurant and gas bar at 406 King Street East, Cambridge, Ontario. A corporate profile report for Dang Variety is attached as **Exhibit "A"**.
4. Ronald Schindler ("Schindler") is the President and sole director of Dang Variety.
5. Schindler owns a 51% interest in Dang Variety; the other 49% is owned by Than Dang ("Dang"). Dang operates the gas bar and variety store on a day to day basis. I understand that Dang's parents run the restaurant.
6. Schindler supports this Application to appoint a receiver over Dang Variety.

#### **The Loan**

7. On May 28, 2013, First Source completed a mortgage loan transaction (the "Loan") with Dang Variety in accordance with the Letter of Commitment dated April 19, 2013, as amended (the "Commitment"), a copy of which is attached as **Exhibit "B"**.
8. The Loan contemplated a facility in the amount of \$1,430,000, all of which has been advanced by First Source. The interest rate on the Loan was 9.75% per annum.
9. As security for the loan, Dang Variety granted First Source a first mortgage (the "Mortgage") over the property municipally known as 406 Cambridge Street East, Cambridge, Ontario (the "Property").
10. The Mortgage was registered on title to the Property on May 28, 2013 under Registration No. WR755770. A copy of the property search for the Property is attached as **Exhibit "C"** and a copy of the Mortgage charge (the "Charge") is attached as **Exhibit "D"**.

11. The Charge contemplates expressly at section 12 of Schedule "A" that First Source can appoint a receiver if the Loan is in default.

12. The Property search also shows that there is a second mortgage in the amount of \$100,000 registered against the Property in favour of Red Rock Holdings Inc. and Christopher Purkis.

13. In addition to the Mortgage, Dang Variety also gave First Source the following security, among other:

- a. Assignment of Rents;
- b. General Security Agreement;
- c. Assignment of Plans, Agreements and Contracts;

14. First Source registered its security over personal property under the *Personal Property Security Act* on May 28, 2013.

15. Our solicitors conducted a PPSA search on May 25, 2016, the results of which are attached as **Exhibit "E"**. In addition to First Source's registrations, the following registrations exist against the Debtor:

Secured Creditor	Registration Date	Collateral
1419768 Ontario Inc./D&D Leasing Inc	Feb 4, 2013	Equipment
Excel Leasing Inc.	February 4, 2013	Walk-in Cooler/Freezer
Merchant Advance Capital Ltd.	May 5, 2014	All present and After-acquired

16. The Debtor's obligations under the Loan are guaranteed by Schindler, Dang, Dang's spouse Thi May Nguyen and Woodland Investments Inc., Schindler Abroyd Inc., and 2371799 Ontario Inc., each an Ontario corporation controlled by Schindler.

**The Loan is in Default**

17. The loan was due initially on June 1, 2015. On that date, First Source and Dang entered into an Amending Agreement under which the parties agreed, among other things:

- a. to extend the loan maturity date to August 31, 2015;
- b. to increase the interest rate from 9.75% to 10.25% until August 1, 2015 and 11% thereafter until repayment;
- c. to a fee equal to three months interest at the time of discharge; and
- d. to an extension fee of \$14,000 payable to First Source.

A copy of the Amending Agreement is attached as Exhibit "F".

18. The loan was not repaid on August 31, 2015, as required.

19. Since that time, Schindler has personally made monthly interest payments but Dang Variety has been unable to repay the loan in full (or even make the monthly interest payments).

20. In addition to failing to repay the Mortgage on maturity, Dang Variety has failed to comply with its obligations under the Mortgage to maintain its taxes in good standing. As of August 4, 2015, Dang Variety was in arrears of taxes to the City of Cambridge in the amount of \$50,546.92. A copy of a tax certificate dated August 4, 2014 from the City of Cambridge is attached as **Exhibit "G"**.

**The Demand for Payment**

21. Dang Variety is indebted to the Lender in the total amount of \$1,502,698.12 (the "Debt") as of May 3, 2016 inclusive of interest, administrative fees, extension fees, and the 3 months' interest bonus as contemplated in the Charge and legal fees.

22. On May 4, 2016, First Source demanded repayment of the Debt, together with interest at the per diem rate of \$453.08, plus any further costs and legal expenses. At the same time, First Source issued a Notice of Intention to Enforce Security under section 244 of the *Bankruptcy and Insolvency Act* (a "s.244 notice"). A copy of First Source's demand letter and s. 244 notice is attached as **Exhibit "H"**.

23. Despite this demand, the Debt has not been repaid.

**The Current State of the Business**

24. Since the Loan matured on August 31, 2015, Dang Variety has tried to refinance or sell the Property. To date, none of these efforts has been successful.

25. Presently, I understand that the principals of Dang Variety, Schindler and Dang, are at considerable odds with one another and cannot agree on whether to sell the Property or how to carry on the business.

26. The internal disagreements between Schindler and Dang have now made it impossible for Dang Variety to carry out any plan to refinance or sell the Property on their own.

27. I understand further from Schindler that he was not involved in any way in the preparation of Dang Variety's financial statements and that the statements cannot be relied upon. In particular, the financial statements for the year ended

December 31, 2014 purport to show net income of \$384,246 for the year. Schindler advises that, to the best of his knowledge, Dang Variety has been operating at a loss for at least the past several years. A copy of the financial statements for the year ended December 31, 2014 is attached at **Exhibit "I"**.

28. Schindler also provided me recently with:

- a. annual summaries of fuel purchases from AMCO Petroleum, the fuel supplier to Dang Variety, for 2013 to 2015, a copy of which is attached as **Exhibit "J"**; and
- b. Dang Variety's bank statements for the period up to October 2014, a copy of which is attached as **Exhibit "K"**.

29. As can be seen from the fuel purchase summaries, the amount of fuel purchased has declined sharply for the past several years. For instance, during 2013 Dang Variety purchased a total of 2,240,687 litres of fuel. In 2014, Dang Variety purchased 1,108,090 litres of fuel and in 2015, Dang Variety purchased only 489,954 litres of fuel, less than one-quarter as much fuel as was purchased in 2013.

30. The sharp decline in the fuel purchases in 2014 is consistent with the decline in the amount of monthly deposits to Dang Variety's bank account. For instance, from July 2013 through December 2013, average monthly deposits to Dang Variety's bank account were \$242,000; from January 2014 through October 2014, the average monthly deposits were \$101,500.

31. Schindler advises me further that commencing in October 2014, he took control of Dang Variety's bank accounts from Dang. Since this time, Schindler advises that monthly deposits have continued to decline. Schindler also advises that although he has access to the bank accounts, he cannot control whether any of the cash generated from the business is actually deposited into the bank accounts.

32. Given that the Debtor continues to operate several businesses at the Property, First Source believes that it is preferable that Receiver take control of Dang Variety to assess whether the variety store, gas bar and restaurant are viable and, if appropriate, to operate the businesses while the Receiver determines how to deal with the Property.

33. Moreover, given the level of mistrust between Schindler and Dang, it is critical that a Receiver control the businesses.

**SWORN BEFORE ME**, at the City of )  
Toronto, in the Province of Ontario, this )  
15<sup>th</sup> day of May, 2016 )  
\_\_\_\_\_)  
A Commissioner, etc. )

  
\_\_\_\_\_  
David Mandel

This is Exhibit "A"  
to the Affidavit of David Mandel  
sworn this 21 day of ~~June~~ May, 2016

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

---

A Commissioner for taking affidavits

Request ID: 018973386  
Transaction ID: 61154594  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2016/05/19  
Time Report Produced: 09:28:29  
Page: 2

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

2021243

**Corporation Name**DANG VARIETY STORE AND GAS BAR AND LUCKY  
RESTAURANT INC.**Corporate Name History**DANG VARIETY STORE AND GAS BAR AND LUCKY  
RESTAURANT INC.**Effective Date**

2003/01/16

**Current Business Name(s) Exist:**

NO

**Expired Business Name(s) Exist:**

NO

**Administrator:**

Name (Individual / Corporation)

RONALD  
SCHINDLER**Address**360 MONTROSE STREET NORTH  
Suite # 3  
CAMBRIDGE  
ONTARIO  
CANADA N3H 2H8**Date Began**

2013/06/20

**First Director**

NOT APPLICABLE

**Designation**

DIRECTOR

**Officer Type****Resident Canadian**

Y

Request ID: 018973386  
 Transaction ID: 61154594  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2018/05/19  
 Time Report Produced: 09:28:29  
 Page: 3

## CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2021243

DANG VARIETY STORE AND GAS BAR AND LUCKY  
 RESTAURANT INC.

Administrator:  
 Name (Individual / Corporation)

Address

RONALD  
 SCHINDLER

360 MONTROSE STREET NORTH  
 Suite # 3  
 CAMBRIDGE  
 ONTARIO  
 CANADA N3H 2H8

Date Began

First Director

2013/06/20

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

SECRETARY

Y

Administrator:  
 Name (Individual / Corporation)

Address

RONALD  
 SCHINDLER

360 MONTROSE STREET NORTH  
 Suite # 3  
 CAMBRIDGE  
 ONTARIO  
 CANADA N3H 2H8

Date Began

First Director

2013/06/20

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

TREASURER

Y

Request ID: 018973386  
Transaction ID: 61154594  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2016/05/19  
Time Report Produced: 09:28:29  
Page: 4

## CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2021243

DANG VARIETY STORE AND GAS BAR AND LUCKY  
RESTAURANT INC.

**Administrator:**  
Name (Individual / Corporation)

**Address**

RONALD  
SCHINDLER

360 MONTROSE STREET NORTH

Suite # 3  
CAMBRIDGE  
ONTARIO  
CANADA N3H 2H8

**Date Began**

**First Director**

2014/10/03

NOT APPLICABLE

**Designation**

**Officer Type**

**Resident Canadian**

OFFICER

PRESIDENT

Request ID: 018973386  
Transaction ID: 61154594  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2016/05/19  
Time Report Produced: 09:28:29  
Page: 5

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

2021243

**Corporation Name**DANG VARIETY STORE AND GAS BAR AND LUCKY  
RESTAURANT INC.**Last Document Recorded**

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2014/10/03 (ELECTRONIC FILING)

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

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

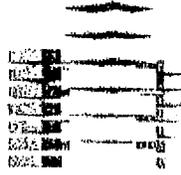
This is Exhibit "B"  
to the Affidavit of David Mandel  
sworn this 21<sup>st</sup> day of June, 2016

*me*

A handwritten signature in black ink, consisting of a large, stylized initial 'D' followed by a surname that is partially obscured by a horizontal line.

---

A Commissioner for taking affidavits



FIRST SOURCE  
MORTGAGE CORPORATION

Dang Variety and Gas Bar and Lucky Restaurant Inc.  
406 King St. East  
Cambridge, Ontario N3H 3M9

April 19, 2013

Attention: Thanh Dang and Thy Nguyen and Ronald Schindler

By email: alotfloff@yahoo.ca

By email: iwolkowicz@on.aibn.com

*Re: First Mortgage - 406 King St. East, Cambridge, Ontario, being an Esso Gas Bar with Convenience Store and Restaurant situated on approximately .44 acres of land and legally described as Lot 35, Part Lot 36 S/S King St. and W/S Potter St. Plan 521 Cambridge as in WS7334892; S/T WS713466, Cambridge (the "Property").*

Dear Sir:

FIRST SOURCE MORTGAGE CORPORATION ("**First Source**" or the "**Lender**"), licensed under the *Mortgage Brokerages, Lenders and Administrators Act, 2006*, is pleased to advise you, that the Borrower's recent application for a loan to be secured by a first mortgage has been approved subject to the following terms and conditions:

**ARTICLE 1.00**

**MORTGAGE DETAILS**

- 1.01 **Loan Amount:** The lesser of: (a) \$1,430,000 or 65% of the value of the Property based on a current appraisal from an appraiser approved by the Lender. The lender acknowledges that it has received an appraisal prepared by Ridley & Associates Appraisal Services day March 15, 2013 (the "Loan" or "Loan Facility").
- 1.02 **Interest Rate:** 9.5% per annum calculated monthly with no deemed re-investment of monthly payments on the principal outstanding from time to time with no deemed re-investment of monthly payments.

23 Lesmill Road, Suite 300, Toronto, Ontario M3B 3P6

• Tel: 416-221-2238 • Fax: 416-224-2408

Principal Broker (License # 10434) • Mortgage Administrator (License # 11432)

[www.firstsourcemortgage.ca](http://www.firstsourcemortgage.ca)

TD      av      Ref

The Loan will be administered on behalf of the Lender(s) at a cost to the Lender(s) of approximately .5%, which cost is subject to any H.S.T. (the "HST Administration Tax").

The HST Administration Tax only is for the account of the Borrower and an estimated amount is to be deducted from the Loan Advance. The Lender shall advise the Borrower of the HST Administration Tax on or before Closing.

- 1.03 **Term:** 24 months from the Interest Adjustment Date.
- 1.04 **Amortization:** Nil.
- 1.05 **Guarantor:** Thanh Dang and Thy Nguyen and Ronald Schindler, Schindler Abroyd Inc. , Woodland Investments Inc. and any other directors and shareholders of the corporate Borrower or any other beneficial owner of the Property. (jointly and severally) (collectively the "**Guarantor**");
- 1.06 **Repayable:** Interest only monthly payable on the first day of the month and compounded monthly.
- 1.07 **Interest Adjustment Date:** The 1<sup>st</sup>. day of the month following the first advance.
- 1.08 **Closing Date:** May 6, 2013.
- 1.09 **Prepayment Privileges:** Closed for six months and then open on any payment date with 15 days prior written notice and the payment of one month's Interest as a bonus.
- 1.10 **Purpose of the Loan:** To discharge the existing first mortgage which is in good standing and to pay fees, arranging costs and professional fees.
- 1.11 **Security:**
- 1) Promissory Note from the Borrower.
  - 2) First Charge on the Property.
  - 1) Assignment of contracts held by or in possession of the Borrower as reasonably required by the Lender for the continuing operation of the Property.
  - 2) General Security Agreement ("**GSA**") against the chattels and inventory/equipment being the property of the Borrower on the Property.
  - 3) Guarantees as aforesaid together with General Security Agreements.
  - 4) Subordination and Postponement of Claim from shareholders of the Borrower.
  - 5) Mortgage to include a covenant of no subsequent financing without consent of the Lender, not to be unreasonably withheld.
  - 6) Such other reasonable legal security as requested by the Lender and/or its legal counsel.

TD      aw      [Signature] 2

**ARTICLE 2.00****LENDER FEE**

2.01 **Lender Fee:** In consideration of First Source obtaining this Commitment, the Borrower hereby agrees to pay a fee (the "**Lender Fee**") in the amount of 2.5% of the Loan Amount;

- a) \$5,000.00 by cheque upon acceptance of this Commitment (the "**First Deposit**"). One half of the First Deposit shall be applied in satisfaction of the Lender Fee or all of the First Deposit shall be forfeited if the Mortgage Amount is not advanced by the Lender due to any cause whatsoever.
- b) \$5,000.00 by cheque two business days after the date the Lender waives the conditions as hereinafter set out in Section 3.01; (the "**Second Deposit**"), to be applied in satisfaction of the Lender Fee or forfeited if the Mortgage Amount is not advanced by the Lender due to any cause whatsoever other than the Lender's default;
- c) the balance of the Lender Fee shall be payable from the closing proceeds on the closing date.

The Lender Fee is deemed earned upon acceptance of this Commitment and upon execution of the Commitment, the Lender shall have an interest in the Property for the Lender Fee and if not paid, and if litigation proceedings are commenced, the Lender shall be entitled to a Certificate of Pending Litigation against the Property. The Borrower acknowledges that the Lender Fee is a reasonable estimate of the Lender's costs incurred in sourcing, investigating and underwriting and preparing the Loan.

The Borrower has also agreed to pay a separate brokerage fee (the "**Brokerage Fee**") to the Lending Zone and shall be paid from the advance on Closing.

**ARTICLE 3.00****CONDITIONS OF THIS COMMITMENT**

3.01 **Lender Conditions:** This Commitment is conditional for the benefit of the Lender upon the Borrower providing First Source with satisfactory evidence of the following prior to the advance and shall continue throughout the term of the mortgage:

- a) **Appraisal/Letters of Opinion:** Review and approval of an appraisal from an appraiser approved by the Lender of at least \$2,180,000. Ridley & Associates Appraisal Services is an approved appraiser. The Appraisal is to be addressed to the Lender and its lending clients or a Letter of Reliance provided. All appraisals/Letters of Opinion are for the account of the Borrower.
- b) **Environmental Reports:** Review and approval by the Lender of a satisfactory Environmental Reports for the Property. Such reports shall include a Reliance Letter addressed to the Lender.
- c) **Credit Rating:** Review of the Borrower and Guarantors' financial position including without limiting the generality of the foregoing, recent financial statements, credit bureau reports, notices of assessment, statements of Net Worth for all Individual guarantors. The Borrower and Guarantor hereby consent to credit inquiries and to any disclosure of personal or credit information to any other credit grantors or to any consumer reporting agency.

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- d) **Inspection and Meeting with Principals:** First Source being satisfied with its inspection of the Property and its meeting with the principals of the Borrower. The Borrower hereby agrees to provide access to the Property for initial inspection and any subsequent inspection and at least one of the principals will make him/herself available to meet at the Property.
- e) **First Source Forms:** The Borrower delivering completed and signed Mortgage Application and Net Worth Statements on such forms as reasonably required by First Source.
- f) **Financial Statements:** Receipt and approval of financial statements for the Borrower. Receipt of current personal and corporate Notices of Assessment with Revenue Canada.
- g) **Mortgage Information:** Copy of mortgage(s) to be discharged with good standing statement.
- h) **Revenue Canada:** Delivery of satisfactory of personal and corporate Notices Assessment.
- i) **Sale of Petroleum:** Satisfactory evidence of the arrangement with Esso Brand for the sale of petroleum for the Property.
- j) **M.O.E. Standards:** Satisfactory evidence that all tanks are double walled fiberglass and properly installed and will be monitored and will meet M.O.E. safety standards and are in full compliance with applicable standards including but limited to T.S.S.A.
- k) **Franchisees:** Satisfactory evidence of its arrangement with any franchisees.
- l) **Contracts in Place:** Approval of all contracts used in connection with the business operation.
- m) **Esso Brand:** Review and approval of contracts with Esso or other petroleum product supplier.
- n) **Financial Resources:** Satisfactory evidence that the Borrower has the financial resources to pay the Loan, and cover any shortfall regarding the upgrade to the Property.

**ARTICLE 4.00****CONDITIONS OF FUNDING**

The Lender shall not be obligated to make any loan advances unless the following requirements have been met to the Lender's satisfaction:

- 4.01 **Security in Place:** All security being in place in form and content satisfactory to the Lender, the Borrower and its solicitors acting reasonably;
- 4.02 **Execution of Documents:** The Borrower and Guarantor, if any, executing all documents necessary to give effect to the Mortgage including Estoppel Certificates for the Leases affecting the properties and further including but not limited to the mortgage agreement, which shall contain *inter alia* the provisions, set out in Schedule "A".

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- 4.03 **Title:** The Lender being satisfied with the title to the properties and obtaining at the Borrower's expense a satisfactory Title Insurance Policy for the Mortgage.
- 4.04 **Zoning:** The Borrower providing the Lender with satisfactory evidence that the properties are zoned to permit the use carried out thereon.
- 4.05 **Work Orders etc.:** The Lender obtaining satisfactory evidence that there are no outstanding work orders or notices of violations from any governmental departments affecting the Property. The Buildings are in reasonable condition and repair. The Borrower agrees to provide all consents necessary for the Lender to obtain such information.
- 4.06 **Fire:** If required, the Borrower providing the Lender with satisfactory evidence that the Property has no infractions outstanding on file under the appropriate Fire Code.
- 4.07 **Costs Borne by the Borrower:** The Borrower paying for all costs incurred by either the Borrower or the Lender including legal, appraisal, insurance consulting as well as other costs that arise in relation to the Loan.
- 4.08 **Fire Insurance:** Receipt by the Lender of evidence that proper and adequate insurance is in place, which insurance shall include but not be limited to coverage for less than the full 100% "Replacement Cost" thereof, against the perils of "All Risk". The Borrower's risk advisor to review and ensure policy complies.

Effect and maintain public liability insurance to such amounts of not less than \$2,000,000 on a per-occurrence basis, including pollution liability which may exist as a separate insurance policy and is subject to approval by Lenders insurance consultant.

The Insurer or Insurers shall sign each policy of insurance and the policy shall contain a clause at least equivalent to IBC 3000 showing loss payable the mortgagees as their interest may appear in the first instance,

The Borrower shall arrange for the insurance following completion of construction, if any to be subject to "Stated Amount Co-Insurance Clause" not exceeding 10% and "Replacement Cost Clause" of insurers and shall in this regard file values are required under these clauses.

The insurance policy shall include the insurance of the foundation and all parts below ground level.

Any provisions in any policies of insurance with respect to reconstruction in case of any loss, on "same or adjacent sites" shall have the requirement concerning "same or adjacent sites" deleted there from.

Each policy of insurance shall show loss payable to the mortgagees as their interest may appear.

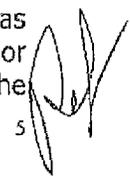
All Insurance policies shall be in form and scope satisfactory to First Source and its solicitors and the premiums on it shall be paid for a period of not less than six months.

A third party consultant shall review the policies at the Borrower's cost.

- 4.09 **Borrower's Representations:** If, at any time before the advance, there is or has been any material discrepancy or inaccuracy in any written information, statements or representations at any time made or furnished to the Lender by or on behalf of the

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Borrower/Guarantor, concerning the Borrower's or the Guarantor's financial condition and responsibility, the Lender shall, if such material discrepancy or inaccuracy cannot be rectified or nullified by the Borrower/Guarantor within thirty (30) days of written notification thereof to the Borrower/Guarantors from the Lender, be entitled forthwith to withdraw and cancel its obligations hereunder or decline to advance further funds as the case may be, and to declare any monies theretofore advanced, with interest to be forthwith due and payable.

- 4.10 **Material Change:** It is a condition for disbursement of funds that in the Lender's opinion the financial position of the Borrower and/or the Guarantor, and any of the properties given as security, and the Borrower's representations and warranties, shall not have suffered any adverse change; nor shall there be any action, suits, or pending proceedings of which the Borrower has knowledge except as otherwise disclosed to the Lender; and that no event shall have occurred, which materially and adversely affects the whole or part of the value of the properties or the financial position of the Guarantor. No change in the shareholding of the Borrower or Guarantor without the consent of the Lender, such consent not to be unreasonably withheld.
- 4.11 **Non-Merger:** The Borrower's obligations contained in this Commitment shall survive the execution and registration of the Mortgage and any other security documentation and all advances of funds under the Mortgage, and the Borrower agrees that those obligations shall not merge in the execution and registration of the Mortgage and other security. All terms and conditions of our Mortgage and other security documentation shall form part of this Commitment.
- 4.12 **Waiver:** The Lender's failure to insist upon strict performance of any obligation or covenant of this Commitment by the Borrower or to exercise any option or right herein shall not be a waiver for the future of such obligations or covenant, but the same shall remain in effect and the Lender shall have the right to insist upon strict performance by the Borrower of any and all of the terms of this Commitment and the Mortgage documentation.
- 4.13 **Lender's Solicitor:** The Lender being satisfied with the Lender's Solicitor's opinion on title, security and the validity, legality and binding effect of all aspects of this Mortgage transaction. The Borrower agrees that the Lender's solicitors shall prepare all mortgage and other documents related to this Mortgage for review and approval by the Borrower, such approval not to be unreasonably withheld. The Borrower shall have the choice of one of the two solicitors selected by the Lender.
- 4.14 **Taxes:** The Borrower prior to the advance or on the date of advance shall pay all taxes due and payable.
- 4.15 **Not a Joint Venture:** The Borrower and Lender acknowledge and agree that they are not entering into a joint venture or partnership agreement by virtue of this Loan transaction.

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- 4.16 **Other Documentation** Any other information, documentation or security reasonably requested by the Lender and its solicitors in assessing, approving and funding of the facility requested.
- 4.17 **Identification:** Pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (the "Act"), the Lender is required to ask for identification of the Borrower, the Guarantor and for information with respect to the source of funds, used in connection with the Borrower's equity in the Property. The Borrower and Guarantor hereby covenant and agree to provide prior to the first advance, such identification and information as may be reasonably required to ensure the Lender's compliance with the Act.
- 4.18 **Cancellation:** The Lender shall have the right to terminate and cancel its agreement to provide the mortgage herein to the Borrower and shall be relieved of all obligations in connection therewith in the event that the Borrower fails or is unable or unwilling to comply with the terms and conditions of this Commitment letter on or before the Closing Date including failing or refusing to execute documentation requested by the Lender or accepting the funds when advanced.

In the event the Loan is not advanced and the Commitment is terminated, through no fault of the Lender, the Deposit shall not be refundable to the Borrower and may be retained by the Lender as liquidated damages. Notwithstanding the foregoing, the Borrower shall be responsible for and pay the deficiency between the Lender Fee and the Deposit forthwith on demand, unless if caused by the default of the Lender. In addition, no termination of this Commitment shall limit or restrict or otherwise affect in any way: (i) the obligations of the Borrower to pay to the Lender any third party fees, costs and expenses in connection with the Loan; and (ii) any rights and remedies of the Lender against the Borrower arising from any breach of the Commitment by the Borrower including any claim for damages.

It is understood that the Lender has entered into this Commitment based on representations made by the Borrower and, if at any time there is or has been any material discrepancy or inaccuracy in any written or oral information, statements or representations heretofore or hereafter made or furnished to the Lender by or on behalf of the Borrower concerning the security or the Borrower's financial condition, then the Lender shall be entitled in its sole discretion to withdraw or cancel any obligation hereunder and decline to advance funds and in addition to forfeiture of the Deposit, the Borrower shall be liable to pay 50% of the Lender Fee and all other expenses as hereinbefore set out.

- 4.19 **Legal Fees:** The Borrower hereby agrees to pay the reasonable legal fees required by the Lender's Solicitors for the completion of the legal services related to this Mortgage. Disbursements shall be in addition thereto. The Borrower shall have the choice of two legal quotations for fees obtained from the solicitors selected by the Lender.

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**ARTICLE 5.00****BORROWER'S REPRESENTATIONS**

**5.01 Borrower's Representations:** The Borrower represents and warrants that as of the date of acceptance of this Commitment and as of the Closing Date:

- (i) The Borrower and the Guarantor have the power, capacity and authority to enter into this Commitment and to perform and complete the transaction contemplated herein, all of which have been duly authorized where required by all necessary corporate action and that no consents are necessary;
- (ii) The Borrower and the Guarantor have not withheld any information of a material nature relating to the Property or to the Borrower or Guarantor;
- (iii) All existing environmental assessments, audits, tests and reports relating to the Properties within the knowledge of the Borrower have been delivered to the Lender.
- (iv) To the best of its knowledge and belief, the Properties have no Environmental issues affecting same and a covenant and warranty with respect to same will be delivered to the Lender.

**5.02 Borrower's Acknowledgments:** The Borrower acknowledges and represents that:

- (i) it has considered the risks entailed in private borrowing and has been informed of the risks involved in the Loan;
- (ii) the terms and the interest rate in this Commitment may be higher and more onerous than institutional lenders;
- (iii) it has had an opportunity to consult its legal counsel and accountant or other financial advisors;
- (iv) if the Lender does not advance the Loan by a certain date, the Borrower may be unable to satisfy the intended purpose for the Loan;
- (v) in the event the Borrower is unable to pay monthly payments, Property taxes, fire insurance premiums or the principal amount when the Loan is due, the Lender could obtain a court judgment and enforce all remedies available by law and income could be seized to pay the judgment or the Lender could keep the Property or sell it.
- (vi) When the Loan is due, if the Lender cannot or will not renew the Loan and cannot pay the outstanding balance the Property may have to be sold in order to repay the Loan; and
- (vii) the Lender has disclosed the material risks of the Loan.

**5.03 Reporting Requirements:** The Borrower acknowledges and represents that:

- (i) Within 180 days of each fiscal year during the term of the Loan Facility to provide the Lender with financial statement for the Borrower and the Guarantors.

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**ARTICLE 6.00 MISCELLANEOUS**

- 6.01 **Survival of the Terms of Commitment:** Notwithstanding the registration of the Mortgage and the advances made pursuant to same, the terms and conditions of this commitment shall remain binding and effective on the parties hereto.
- 6.02 **Time is of the Essence:** Time shall be of the essence in this Commitment.
- 6.03 **Agreement in Writing:** No change to vary or to amend this Commitment is binding on the Lender unless made in writing and signed by all parties hereto. Except as provided herein, there are no representations, collateral agreements, warranties or conditions affecting this Commitment.
- 6.04 **Governing Law:** This Commitment shall be interpreted in accordance with the laws of the Province of Ontario.
- 6.05 **Notices:** All notices required or permitted to be given hereunder will be sufficiently given if sent by prepaid registered mail and addressed as follows

In case of First Source to:  
 23 Lesmill Rd., Suite 300  
 Toronto, Ontario M3B 3P6  
[lionel@firstsourcemortgage.ca](mailto:lionel@firstsourcemortgage.ca)

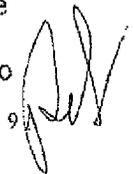
In the case of the Borrower and the Guarantor to:

by email to: \_\_\_\_\_  
 (Borrower to please complete)

provided that the parties shall be entitled to designate another address (es) by giving written notice thereof to all other parties hereof. Any notice so mailed or emailed shall remain binding and effective on the parties hereto.

- 6.06 **General Provisions and Independent Legal Advice:** The Mortgage Advance is to be payable to the registered owner of the Property or the encumbrancers who are to be paid out from the Advance. Independent Legal Advice shall be required for any party guaranteeing the Mortgage, consenting to the Mortgage or postponing their interest to the Lender's security.
- 6.07 **Facsimile Transmission or Email:** The transmission of an executed copy of this Commitment by facsimile transmission or in "pdf" form by email shall be deemed to constitute execution and delivery of an original executed copy.
- 6.08 **Consent to Personal Information as Per Privacy Policy:** By signing this Commitment, the Borrower and Guarantor agree that any information, personal or otherwise, either that the Borrower or Guarantor has provided or will provide to the Lender or that the Borrower has on file about the Borrower and Guarantor shall be retained and may be used as the Lender deems necessary in its sole discretion for the mortgage placement herein, collection of any arrears or deficiencies in the event of a default and any renewals or extensions of same. The Borrower and the Guarantor/also

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agree that the Lender may retain this information on file for as long as the Lender deems appropriate. The Borrower and Guarantor also agree to any credit bureau search being carried out by the Lender from time to time, as the Lender deems necessary in its sole discretion, but no later than 90 days after the Mortgage is discharged.

By signing this Commitment with respect to the Property, the Borrower and Guarantor agrees that the Lender shall have the right to seek any information from any government agency, authority or office whether municipal, provincial or federal, Electric Safety Agency or Technical Safety Standards Agency at any time either before or after the registration of the Mortgage and before and after default with respect to only information on file at the entity about the said Borrower and Guarantor and/or the Property and the Lender shall have the right to retain such information which may be used as the Lender deems necessary in its sole discretion for the mortgage placement herein, collection of any arrears or deficiencies in the event of a default and any renewals or extensions of same. The Borrower and the Guarantor also agree that the Lender may retain this information on file for as long as the Lender deems appropriate, but no longer than 90 days after the Loan Facility is repaid, unless required by governmental legislation. The Borrower and the Guarantor also agree to any and all searches being carried out by the Lender from time to time, as the Lender deems necessary in its sole discretion.

- 6.09 **Counterparts:** This Commitment may be executed in counterparts and all counterparts so executed will constitute one agreement binding on the parties effective on execution.
- 6.10 **Assignment:** The Borrower acknowledges that all or a portion of the Loan may be sold or syndicated without further notice to or consent of the Borrower and the Lender may disclose, transfer and assign as they in their sole discretion deem advisable all financial and other information and materials, without restriction or notice as follows; (i) to any subsequent or proposed purchaser of the Loan or any subsequent lender and their respective third party advisors; and (ii) to any person in connection with the sale or assignment of the Loan. This Commitment is conditional on a portion of the Loan being satisfactorily assigned and funded. The Borrower also consents to the release, disclosure, exchange and sharing of all information and materials and to any publicity or advertising that refers to the financing. The Lender may sell transfer or assign the Loan or any interest therein from time to time without the consent of the Borrower at no cost to the Borrower. After any such assignment, the Lender shall have no further obligation to that part of the Loan assigned.
- 6.11 **Confidentiality:** The Borrower and the Guarantor acknowledge and agree that the terms herein are confidential between themselves and the Lender, their respective lawyers and consultants and agree not to disclose the information herein to any third party without the Lender's prior written consent, which shall not be unreasonably withheld.
- 6.12 **Successors and Assigns:** This Commitment and the rights and benefits arising here from may not be assigned by the Borrower to any other party without the prior written approval of the Lender.

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6.13 **Interpretation:** This Commitment shall be read in conjunction with the Lender's form of charge documents and in all cases where the interpretation of the terms hereof and the intention of the parties hereto may be in question, where applicable, the terms recited in the relevant charge document shall prevail.

This Commitment is open for acceptance by the Borrower and the Guarantor until 5:00 PM on the 19th. day of April, 2013 by which time and date a copy of this Commitment duly executed the Borrower and the Guarantor shall be delivered to First Source together with any payment required hereunder.

If this Commitment is not accepted by the aforementioned time and date, it will become null and void and of no force and effect.

Yours truly

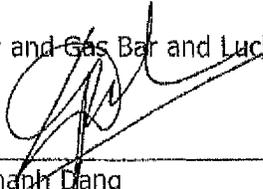
FIRST SOURCE MORTGAGE CORPORATION  
Per:



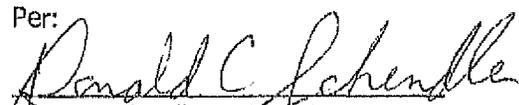
\_\_\_\_\_  
Lionel C. Larry – President  
I am authorized to bind the corporation.  
Principal Broker (License # 10434)  
Mortgage Administrator (License # 11432)  
[www.firstsourcemortgage.ca](http://www.firstsourcemortgage.ca)  
[lionel@firstsourcemortgage.ca](mailto:lionel@firstsourcemortgage.ca)

Accepted at Toronto, Ontario this \_\_\_ day of April, 2013

Dang Variety and Gas Bar and Lucky Restaurant Inc.  
Per:



\_\_\_\_\_  
Borrower: Thanh Dang  
I have authority to bind the corporation

Woodland Investments Inc.  
Per:  
  
\_\_\_\_\_  
Ronald Schindler – President  
I have authority to bind the corporation

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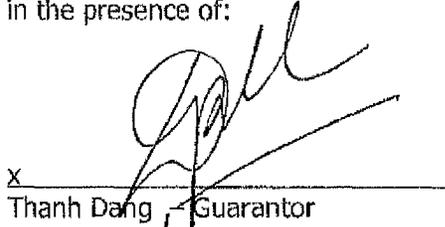
Schindler Abroyd Inc.

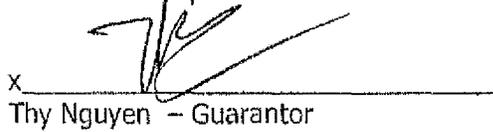
Per:

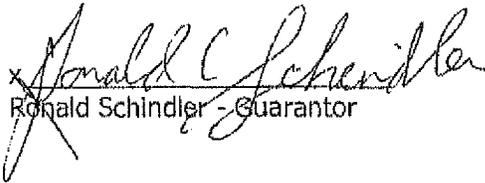
  
Ronald Schindler - President

I have authority to bind the corporation

Signed, sealed and delivered  
in the presence of:

  
x \_\_\_\_\_  
Thanh Dang - Guarantor

  
x \_\_\_\_\_  
Thy Nguyen - Guarantor

  
x \_\_\_\_\_  
Ronald Schindler - Guarantor

Signed, sealed and delivered  
in the presence of:

x \_\_\_\_\_  


x \_\_\_\_\_  


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**SCHEDULE "A"**

**1. Post-dated Cheques** The Borrower shall provide to the Lender post-dated cheques for each year of the term of the Mortgage. Each cheque is to be in the amount of the monthly instalment payable under the Mortgage. The Lender shall have the right to direct the Borrower to deliver two separate cheques for each monthly payment totalling the monthly instalment.

**2. Administration Fee:** The Borrower agrees to pay to the Lender an administration fee of \$350.00, plus HST for each occurrence of any of the following events:

- a) Late Payment after a demand has been made;
- b) Cheque Dishonoured for any reason;
- c) Failure to provide proof of payment of realty taxes within 30 days of the 31<sup>st</sup> day of January and June in each year of the term or after a demand being made;
- d) Failure to provide proof of insurance coverage at least 10 business days prior to the maturity date of the initial policy delivered on Closing or after a demand being made;
- e) Failure to provide postdated cheques when required after a demand being made;
- f) Failure to notify Lender of registration of lien;
- g) Request for Mortgage Statement;
- h) Request for Discharge Statement or notice of default letter;
- i) Default under any other mortgage, charge or encumbrance;
- j) Each meeting required by the Borrower or Lender because of an issue that has arisen regarding the Loan Facility;
- k) Each three telephone attendances and/or emails required by the Borrower or Lender because of an issue that has arisen regarding the Loan Facility;

**3. Tax Deposits:** The Lender reserves the right to require the Borrower to pay monthly tax deposits to the Lender concurrently with each monthly instalment in such amounts which the Lender in its discretion deems necessary to pay when due all taxes, assessments and similar charges affecting the Property.

**4. Due on Default:** In the event of default under this Mortgage, beyond an applicable cure period, at the option of the Lender, the full principal balance together with interest and costs on a substantial indemnity basis in relation thereto shall become immediately due and payable.

**5. Due on Sale:** The Borrower and the Guarantor hereby agree that in the event that the Property is sold, conveyed, transferred or assigned or there is a change in control of a corporate Borrower or corporate Guarantor, without Lender's written consent, which consent shall not be unreasonably withheld, the Lender shall have the right, at its option, to immediately declare all unpaid principal and interest and accrued interest and costs and

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expenses owing to the Lender immediately due and payable together with the Lender's then current prepayment penalties and fees.

**6. No Subsequent Encumbrances:** The Borrower and the Guarantor hereby agree that in the event that the a subsequent mortgage is placed on the Property without Lender's written consent, which consent shall not be unreasonably withheld, that the Lender shall have the right, at its option, to immediately declare all unpaid principal and interest and accrued interest and costs and expenses owing to the Lender immediately due and payable together with the Lender's then current prepayment penalties and fees.

**7. Default of Prior Encumbrances:** If at any time or from time to time any default or breach of covenant occurs under any encumbrance registered against the Property and which encumbrance has priority over the Mortgage and which default is not cured within the grace periods permitted, it shall constitute default under the Mortgage and the Lender may pay all monies and take appropriate action to cure any default or breach under any encumbrance.

**8. Costs:** The Borrower covenants and agrees to pay all property tax, public utilities rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind; the failure of the Borrower to comply with this covenant shall constitute an event of default hereunder and entitles the Lender at its sole and absolute discretion to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs.

In addition, at the Lender's sole and absolute discretion, the Borrower agrees that the Lender may satisfy any charge, lien, any matter raised in the previous paragraph or other encumbrances now or hereafter existing or to arise or to be claimed upon the charged lands and the amount so paid together with all costs associated therewith shall be a charge on the Property and/or Collateral Property and shall bear interest at Eighteen (18%) percent per annum, calculated and compounded monthly and shall be payable forthwith by the Borrower to the Lender, and in default of payment, the entire principal sum, accrued interest and costs, shall become payable at the sole and absolute discretion of the Lender and the remedies hereby given and available at law may be exercised forthwith without notice. In the event the Lender satisfying any such charge or claim, it shall be entitled to all equities and securities of the person(s) so satisfied and it may retain any discharge, cessation of charge or assignment of charge unregistered until paid.

**9. Final Payment and Discharge:** The Borrower covenants and agrees that payment at maturity, or earlier if notice to prepay is delivered, of the Mortgage shall be by certified cheque, bank draft or money order. After payment in full of the principal sum and all other amounts hereby provided, a discharge of the Mortgage shall be prepared by the solicitor for the Lender, at the cost and expense of the Borrower within a reasonable time after such payment and such solicitor's fees shall not include attendance outside the office in order to

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deliver the said discharge or the attendance on a closing or registration of and the cost of registration of the said discharge.

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

No further monies, if any, will be advanced under the Loan, once notice to discharge is received by the Lender.

**10. Warranty - Urea Formaldehyde Foam insulation (UFFI) and Environmental:**

The Borrower covenants to the best of its knowledge and belief the Property has never had "UREA FORMALDEHYDE FOAM" insulation installed, asbestos, PCBs waste, radioactive material, noxious substances, or any contaminant as defined in the Environment Protection Act and that the Property is and will be environmentally sound and there are no and will be no restrictions which would economically affect any buildings on the Property. The terms and conditions of the environmental clause should be as the Lender's solicitor prepares.

**11. Receiver:** In the event due to default of the Borrower on the Property, beyond the applicable cure period, then the Lender in addition to any other rights which it may have, shall be entitled to appoint a receiver manager or receiver, either privately or court appointed to manage the building and to do all things necessary as an owner would be entitled to do to sell the Property, subject to the terms of the Mortgage and all applicable governmental legislation. The terms and conditions of the receiver are to be further elaborated in the Mortgage as required by the Lender's lawyers.

**12. Management Fee:** After applicable grace periods, and in the event that the Lender or its agents takes possession of the Property as a result of default under the Mortgage, or in the event that the Lender or its agents commence Power of Sale proceedings, or if a receiver is appointed as a result of default under the Mortgage, the Lender, 60 days thereafter and provided the mortgage is not brought back into good standing within the said 60 day period, will be entitled to a Management Fee.

Said management fee shall be based on 4% of the mortgage principal plus applicable taxes, which fee the Borrower acknowledges is a reasonable estimate of the fees to be incurred, which amount is deemed not to be a penalty.

In addition to the Management Fee, the Lender or its agent will be entitled to an administration fee on the basis of \$300 per hour plus H.S.T., if applicable for each hour after the advance the Lender or its agent are required to deal with default or potential default. This clause is also deemed to be proper notice to any subsequent charge or lien holder of the above-noted fee in the event of the Borrower's default.

**13. Default Abandonment:** Subject to Force Majeure, in the event of abandonment for a period in excess of fifteen (15) consecutive days, the Lender shall be entitled to, after

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15

giving the Borrower fifteen (15) days notice of any abandonment or failure to continue business operations or any failure to construct with due diligence and provided the Borrower fails to rectify same, forthwith withdraw and cancel its obligations hereunder and/or decline to advance further funds, if any, as the case may be and to declare any monies theretofore advanced with interest to be forthwith due and payable at its sole option.

**14. Receipt of Funds:** Any payment received after 1:00 P.M. shall be deemed to have been made on the next Bank Business Day following receipt. For purposes of this paragraph, Saturday, Sunday Provincial and Federal Holidays shall be deemed to be non-business Bank Days.

**15. Possession:** In the event of default under the Mortgage by the Borrower beyond the applicable grace period and the Lender obtains possession of the Property and it determines, in its sole discretion, that the Property requires work and/or improvements in order to market the Property, then the Lender shall have the right, at its sole option, to complete such work on such terms as it deems advisable. The cost of completion of the servicing and work by the Lender and its agents and all expenses incidental thereto shall be added to the Loan amount, together with a management fee of fifteen per cent (15%) of the costs of the work and improvements completed by the Lender, provided that it is limited to bringing the Property only up to the condition it was at the time of the advance, unless work already has been started on a house and it may be completed. All costs and expenses, as well as said management fee, shall bear interest at the rate as herein provided for and shall form part of the Loan secured hereunder and the Lender shall have the same rights and remedies with respect to collection of same as it would have with respect to collection of Mortgage principal and Interest hereunder or at law.

TD      ON      Ref  
16

This is Exhibit "C"  
to the Affidavit of David Mandel  
sworn this 21<sup>st</sup> day of June, 2016  
*May*

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

---

A Commissioner for taking affidavits



LAND  
REGISTRY  
OFFICE #50

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03776-0074 (LTI)

PAGE 1 OF 3  
PREPARED FOR SHOSHANA ISRAEL  
ON 2016/04/28 AT 14:02:51

ceracol xpress

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

PROPERTY DESCRIPTION: LT 36 S/2 KING ST 6 W/S POTTER ST PL 521 CAMBRIDGE; PT LT 36 S/2 KING ST 4 W/S POTTER ST PL 521 CAMBRIDGE AS IN W8733492, S/T W8713446; CAMBRIDGE

PROPERTY REMARKS

RIGHTS QUALIFIER

REGENTIA

PLN CREATION DATE

FEE SIMPLE

RE-ENTRY FROM 03776-0192

2003/08/18

LT COMMISSION QUALIFIER

UNIQUE NAME

WHEELBY SHARE

DAND WAREHOUSE STORE AND GAS BAR AND DELI'S RESTAURANT BENC

198

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRG
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2003/08/18 **						
** SUBJECT OF FIRST REGISTRATION UNDER THE LAND TITLES ACT. TO						
** SUBSECTION 44 (1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH VENUE OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION						
** ANY LEASE TO WHICH THE SUBSECTION 70(1) OF THE REGISTRY ACT APPLIES.						
** DATE OF AMENDMENT TO LAND TITLES: 2003/08/18 **						
W8702573	1989/01/14	LEASE		*** COMPLETELY DELETED ***	SUROCO INC.	
W8702574	1989/01/14	AGREEMENT		*** COMPLETELY DELETED ***		
REMARKS: W8702573						
W8733492	1989/06/08	PLAN REFERENCE				C
W8713446	1989/08/03	TRANSFER BASEMENT			BELL CANADA	C
1161541	1993/03/11	CHARGE		*** COMPLETELY DELETED ***	INTERNATIONAL COMMERCIAL BANK OF CATHAY (CANADA)	
1262987	1995/08/04	AGR EX CH		*** COMPLETELY DELETED ***		
REMARKS: 1161541						

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



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OFFICE #58

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03774-0074 (LT)

PAGE 2 OF 8  
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\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
120298	1995/06/04	CHARGE		*** COMPLETELY DELETED ***	INTERNATIONAL COMMERCIAL BANK OF CATHAY (CANADA)	
1411055	2000/05/18	CHARGE		*** DELETED AGAINST THIS PROPERTY *** LIU, CHENG-HONG LIAO, LI-HEUEH	INTERNATIONAL COMMERCIAL BANK OF CATHAY (CANADA)	
1578992	2002/06/25	TRANSFER	\$570,000	LIU, CHENG-HONG LIAO, LI-HEUEH	DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	C
1578993	2003/06/25	CHARGE		*** DELETED AGAINST THIS PROPERTY *** DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	LIU, CHENG-HONG LIAO, LI-HEUEH	
WR1514	2003/11/11	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** LIU, CHENG-HONG LIAO, LI-HEUEH	LIU-TA ENTERPRISES LTD.	
REMARKS	1578993					
WR1514	2003/11/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** INTERNATIONAL COMMERCIAL BANK OF CATHAY (CANADA)		
REMARKS	RE 1161547					
WR15147	2004/04/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** INTERNATIONAL COMMERCIAL BANK OF CATHAY (CANADA)		
REMARKS	RE 1262988					
WR15148	2004/04/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** INTERNATIONAL COMMERCIAL BANK OF CATHAY (CANADA)		
REMARKS	RE 1471655					
WR15654	2005/10/24	LAND'S ORDER		LAND REGISTRAR, LRO (58) WATERLOO	LAND REGISTRAR, LRO (58) WATERLOO	C
REMARKS	AMEND DESCRIPTION					
WR122348	2006/10/20	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** ALBERT'S GAS STATION MAINTENANCE INC.		
WR127466	2009/11/14	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** O'BRIEN PAVING INC.		
WR140095	2008/12/11	CERTIFICATE		*** COMPLETELY DELETED ***		

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OFFICER #58

PARCEL REGISTRAR (ABBREVIATED) FOR PROPERTY IDENTIFIER

01776-0074 (LTS)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
				ALBERT'S GAS STATION MAINTENANCE INC.		
		REMARKS: WR422968				
WR419424	2009/01/19	CERTIFICATE		*** COMPLETELY DELETED *** O'BRIEN PAVING INC.		
		REMARKS: WR417466				
WR501859	2009/11/05	LAP (GENERAL)		*** COMPLETELY DELETED *** DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.		
		REMARKS: TO DELETE WR704577 & WR702674				
WR508261	2009/11/04	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** ALBERT'S GAS STATION MAINTENANCE INC		
		REMARKS: WR422968				
WR508257	2009/12/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** LIU-TA ENTERPRISES LTD.		
		REMARKS: 1572993				
WR508274	2009/12/07	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** O'BRIEN PAVING INC.		
		REMARKS: WR422968				
WR509205	2009/12/11	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** G. R. WILFONG & SON LIMITED		
WR510371	2010/01/22	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** G. R. WILFONG & SON LIMITED		
		REMARKS: WR409400				
WR510370	2010/01/22	CHARGE		*** COMPLETELY DELETED *** DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	TRENONIA DEVELOPMENTS INCORPORATED LARDI, FRANCO OOSAN, YASAR	
WR510373	2010/01/21	CHARGE		*** COMPLETELY DELETED *** DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	LIU-TA ENTERPRISES LTD.	
WR510374	2010/01/22	CHARGE		*** COMPLETELY DELETED *** DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	G. R. WILFONG & SON LTD.	
WR510366	2010/01/19	LIEN		*** COMPLETELY DELETED ***		

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03775-0074 (LT)

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

REG. NUM	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRG
				HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF REVENUE		
		REMARKS: CORPORATIONS TAX ACT				
W8590592	2011/03/01	CHARGE		*** COMPLETELY DELETED *** DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	LAPDI, FRANCO TREDOKLA DEVELOPMENTS INCORPORATED DOGAN, YASAR	
NR600416	2011/03/04	DISCHARGE INTEREST		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF REVENUE		
		REMARKS: W8592005				
NR61838	2011/04/14	CHARGE		*** COMPLETELY DELETED *** DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	B & N HANDELMAN INVESTMENTS LIMITED FISCH, LIONEL GORDON, BEVERLY TITLE DRESS LTD. TANNENBAUM, EMANUEL HANDELMAN, STEPHEN HANDELMAN, MARTIN GREEN LANTERN CONSULTANTS INC. STANDING DEVELOPMENTS INC. THE BARRY ALAN SPIGEL TRUST BAMBURGH HOLDINGS LIMITED CELMAR INVESTMENT CORP. YORKDALE CONTRACT INTERIORS LTD.	
NR601039	2011/03/14	NO ASSGN REEST GEN		*** COMPLETELY DELETED *** DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	B & N HANDELMAN INVESTMENTS LIMITED FISCH, LIONEL GORDON, BEVERLY TITLE DRESS LTD. TANNENBAUM, EMANUEL HANDELMAN, STEPHEN HANDELMAN, MARTIN GREEN LANTERN CONSULTANTS INC. STANDING DEVELOPMENTS INC. THE BARRY ALAN SPIGEL TRUST BAMBURGH HOLDINGS LIMITED CELMAR INVESTMENT CORP. YORKDALE CONTRACT INTERIORS LIMITED	
		REMARKS: W8592005				

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03776-0074 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
NR601813	2011-03-14	DISCH OF CHARGE		*** COMPLETELY DELETED *** TREDONIA DEVELOPMENTS INCORPORATED LARDI, FRANCO DOGAN, YASAR		
		REMARKS: NR616372				
NR601804	2011-03-14	DISCH OF CHARGE		*** COMPLETELY DELETED *** LIU-TA ENTERPRISES LTD.		
		REMARKS: NR616371				
NR601845	2011-03-14	DISCH OF CHARGE		*** COMPLETELY DELETED *** G R. WILFONG & SON LTD.		
		REMARKS: NR616371				
NR601844	2011-03-14	DISCH OF CHARGE		*** COMPLETELY DELETED *** LARDI, FRANCO TREDONIA DEVELOPMENTS INCORPORATED DOGAN, YASAR		
		REMARKS: NR616372				
NR608545	2011/04/15	CHARGE		*** COMPLETELY DELETED *** DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	LEHMANN, KURT LEHMANN, MONIKA	
NR608546	2011-04-15	NO ASSGN RENT CHG		*** COMPLETELY DELETED *** DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	LEHMANN, KURT LEHMANN, MONIKA	
		REMARKS: NR608545				
NR624927	2011-07-22	CHARGE		*** COMPLETELY DELETED *** DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	THE BANK OF NOVA SCOTIA TRUST COMPANY THOMPSON, DEREK	
NR634655	2011/08/16	CHARGE		*** COMPLETELY DELETED *** DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	ZORLU, BOE	
NR638875	2011/08/31	LIEN		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF REVENUE		
NR634881	2011-08-31	LIEN		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF REVENUE		

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 PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER  
 01776-0074 (LTS)  
 \* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PAGE 6 OF 6  
 PREPARED FOR SHOSHANA ISRAEL  
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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	DEBT/CHRG
WR559879	2011/12/05	DISCHARGE INTEREST		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF REVENUE		
		REMARKS: WR559881				
WR559902	2011/12/05	DISCHARGE INTEREST		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF REVENUE		
		REMARKS: WR559875				
WR602236	2011/12/21	CHARGE		*** COMPLETELY DELETED *** DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	JONBERT II LIMITED	
WR662237	2011/12/21	NO ASSESS RENT GEN		*** COMPLETELY DELETED *** DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	JONBERT II LIMITED	
		REMARKS: WR662236				
WR650910	2011/11/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** ZORJAJ, SOK		
		REMARKS: WR644664				
WR642618	2011/12/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA TRUST COMPANY THOMPSON, DEKKA		
		REMARKS: WR626526				
WR602658	2011/10/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** LEHMANN, RORY LEHMANN, MONIKA		
		REMARKS: WR602645				
WR674704	2012/04/01	CHARGE		*** COMPLETELY DELETED *** DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	RED ROCK HOLDINGS INC. FURKIG, CHRISTOPHER	
WR674359	2012/03/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** D & M HANDELMAN INVESTMENTS LIMITED FISCH, LIONEL JORDON, BEVERLY TITLE DRESS LTD TANNENBAUM, EMANUEL HANDELMAN, STEPHEN		

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03/26-0074 (LTP)

PAGE 7 OF 8  
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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRG
				HANDELMAN, MARTIN GREEN LANTERN CONSULTANTS INC. STANDING DEVELOPMENTS INC. THE BARRY ALAN SPIEGEL TRUST BIRMINGHAM HOLDINGS LIMITED CELMAR INVESTMENT CORP. YORKDALE CONTRACT INTERIORS LTD		
		REMARKS: WR674366				
WR674366	2012-03-01	NO ASSIGN REPT GEN		*** COMPLETELY DELETED *** DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	RED ROCK HOLDINGS INC. PURKIS, CHRISTOPHER	
		REMARKS: RW674366				
WR674379	2012-03-01	POSTPONEMENT		*** COMPLETELY DELETED *** JONERY 11 LIMITED	RED ROCK HOLDINGS INC. PURKIS, CHRISTOPHER	
		REMARKS: CHARGE WR662236 POSTPONED TO CHARGE WR674366				
WR691241	2013-06-06	CHARGE		*** COMPLETELY DELETED *** DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	ZORLU, BGE	
WR750927	2013-04-26	DISCHG OF CHARGE		*** COMPLETELY DELETED *** ZORLU, BGE		
		REMARKS: WR691241				
WR685470	2013-05-28	CHARGE	\$1,430,000	DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	FIRST SOURCE MORTGAGE CORPORATION	C
WR748771	2013-05-28	NO ASSIGN REPT GEN		DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	FIRST SOURCE MORTGAGE CORPORATION	C
		REMARKS: WR748771				
WR748771	2013-05-28	CHARGE	\$100,000	DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	RED ROCK HOLDINGS INC. PURKIS, CHRISTOPHER	C
WR751404	2013-05-28	DISCHG OF CHARGE		*** COMPLETELY DELETED *** JONERY 11 LIMITED		
		REMARKS: WR674366				
WR751673	2013-06-10	DISCHG OF CHARGE		*** COMPLETELY DELETED *** RED ROCK HOLDINGS INC. PURKIS, CHRISTOPHER		
		REMARKS: WR674366				

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
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03776-0074 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
RP 153644	2011-08-03	NOTICE		RED ROCK HOLDINGS INC. PURKIS, CHRISTOPHER	DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	C
RP 154174	2012-08-03	REMARKS BY 1174		DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	FIRST SOURCE MORTGAGE CORPORATION	C

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This is Exhibit "D"  
to the Affidavit of David Mandel  
sworn this 21<sup>st</sup> day of June, 2016  
*WJ*

---

A Commissioner for taking affidavits

A handwritten signature in black ink, consisting of several loops and a long tail, positioned above the horizontal line.

**Properties**

*Pin* 03776 - 0074 LT *Interest/Estate* Fee Simple  
*Description* LT 36 S/S KING ST & W/S POTTER ST PL 521 CAMBRIDGE; PT LT 35 S/S KING ST & W/S POTTER ST PL 521 CAMBRIDGE AS IN WS733492; S/T WS713446; CAMBRIDGE  
*Address* 406 KING STREET EAST  
 CAMBRIDGE

**Chargor(s)**

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

*Name* DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.  
*Address for Service* 406 King Street East  
 Cambridge, ON N3H 3M9

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

**Chargee(s)***Capacity**Share*

*Name* FIRST SOURCE MORTGAGE CORPORATION  
*Address for Service* 23 Lesmilli Road  
 Suite 300  
 Toronto, ON M3B 3P6

**Provisions**

*Principal* \$1,430,000.00 *Currency* CDN  
*Calculation Period* Interest Only  
*Balance Due Date* 2015/06/01  
*Interest Rate* 9.5%  
*Payments* \$11,320.83  
*Interest Adjustment Date* 2013 06 01  
*Payment Date* 1st Day Monthly  
*First Payment Date* 2013 07 01  
*Last Payment Date* 2015 06 01  
*Standard Charge Terms* 200033  
*Insurance Amount* full insurable value  
*Guarantor* Woodland Investments Inc., Schindler Abroyd Inc., 2371799 Ontario Inc. Thanh Dang, Thi May Thy Nguyen, and Ronald Schindler

**Additional Provisions**

See Schedules

**Signed By**

Monica Trombetta 1000-120 Adelaide St. W. acting for Chargor Signed 2013 05 28  
 Toronto (s)  
 M5H 3V1

Tel 416-363-2211  
 Fax 416-363-0645

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

**Submitted By**

BAKER SCHNEIDER RUGGIERO LLP 1000-120 Adelaide St. W. 2013 05 28  
 Toronto  
 M5H 3V1

Tel 416-363-2211

**Submitted By**

Fax 416-363-0645

**Fees/Taxes/Payment**

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

**File Number**

Chargee Client File Number : 38380

## SCHEDULE "A"

- 1. Post-dated Cheques** The Borrower shall provide to the Lender post-dated cheques for each year of the term of the Mortgage. Each cheque is to be in the amount of the monthly instalment payable under the Mortgage. The Lender shall have the right to direct the Borrower to deliver two separate cheques for each monthly payment totalling the monthly instalment.
- 2. Administration Fee:** The Borrower agrees to pay to the Lender an administration fee of \$350.00, plus HST for each occurrence of any of the following events:
- a) Late Payment after a demand has been made;
  - b) Cheque Dishonoured for any reason;
  - c) Failure to provide proof of payment of realty taxes within 30 days of the 31<sup>st</sup> day of January and June in each year of the term or after a demand being made;
  - d) Failure to provide proof of insurance coverage at least 10 business days prior to the maturity date of the initial policy delivered on Closing or after a demand being made;
  - e) Failure to provide postdated cheques when required after a demand being made;
  - f) Failure to notify Lender of registration of lien;
  - g) Request for Mortgage Statement;
  - h) Request for Discharge Statement or notice of default letter;
  - i) Default under any other mortgage, charge or encumbrance;
  - j) Each meeting required by the Borrower or Lender because of an issue that has arisen regarding the Loan Facility;
  - k) Each three telephone attendances and/or emails required by the Borrower or Lender because of an issue that has arisen regarding the Loan Facility;
- 3. Tax Deposits:** The Lender reserves the right to require the Borrower to pay monthly tax deposits to the Lender concurrently with each monthly installment in such amounts which the Lender in its discretion deems necessary to pay when due all taxes, assessments and similar charges affecting the Property.
- 4. Due on Default:** In the event of default under this Mortgage, beyond an applicable cure period, at the option of the Lender, the full principal balance together with interest and costs on a substantial indemnity basis in relation thereto shall become immediately due and payable.
- 5. Due on Sale:** The Borrower and the Guarantor hereby agree that in the event that the Property is sold, conveyed, transferred or assigned or there is a change in control of a corporate Borrower or corporate Guarantor, without Lender's written consent, which consent shall not be unreasonably withheld, the Lender shall have the right, at its option, to immediately declare all unpaid principal and interest and accrued interest and costs and expenses owing to the Lender immediately due and payable together with the Lender's then current prepayment penalties and fees.
- 6. No Subsequent Encumbrances:** The Borrower and the Guarantor hereby agree that in the event that a subsequent mortgage is placed on the Property without Lender's written consent, which consent shall not be unreasonably withheld, that the Lender shall have the right, at its option, to immediately declare all unpaid principal and interest and accrued interest and costs and expenses owing to the Lender immediately due and payable together with the Lender's then current prepayment penalties and fees.
- 7. Default of Prior Encumbrances:** If at any time or from time to time any default or breach of covenant occurs under any encumbrance registered against the Property and which encumbrance has priority over the Mortgage and which default is not cured within the grace periods permitted, it shall constitute default under the Mortgage and the Lender may pay all monies and take appropriate action to cure any default or breach under any encumbrance.
- 8. Costs:** The Borrower covenants and agrees to pay all property tax, public utilities rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind; the failure of the Borrower to comply with this covenant shall constitute an event of default hereunder and entitles the Lender at its sole and absolute discretion to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs.
- In addition, at the Lender's sole and absolute discretion, the Borrower agrees that the Lender may satisfy any charge, lien, any matter raised in the previous paragraph or other encumbrances now or hereafter existing or to arise or to be claimed upon the charged lands and the amount so paid together with all costs associated therewith shall be a charge on the Property and/or Collateral

Property and shall bear interest at Eighteen (18%) percent per annum, calculated and compounded monthly and shall be payable forthwith by the Borrower to the Lender, and in default of payment, the entire principal sum, accrued interest and costs, shall become payable at the sole and absolute discretion of the Lender and the remedies hereby given and available at law may be exercised forthwith without notice. In the event the Lender satisfying any such charge or claim, it shall be entitled to all equities and securities of the person(s) so satisfied and it may retain any discharge, cessation of charge or assignment of charge unregistered until paid.

**9. Prepayment Privileges:** Closed for six months and then open on any payment date with 15 days prior written notice and the payment of one month's interest as a bonus.

**10. Final Payment and Discharge:** The Borrower covenants and agrees that payment at maturity, or earlier if notice to prepay is delivered, of the Mortgage shall be by certified cheque, bank draft or money order. After payment in full of the principal sum and all other amounts hereby provided, a discharge of the Mortgage shall be prepared by the solicitor for the Lender, at the cost and expense of the Borrower within a reasonable time after such payment and such solicitor's fees shall not include attendance outside the office in order to deliver the said discharge or the attendance on a closing or registration of and the cost of registration of the said discharge.

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

No further monies, if any, will be advanced under the Loan, once notice to discharge is received by the Lender.

**11. Warranty - Urea Formaldehyde Foam insulation (UFFI) and Environmental:**

The Borrower covenants to the best of its knowledge and belief the Property has never had "UREA FORMALDEHYDE FOAM" insulation installed, asbestos, PCBs waste, radioactive material, noxious substances, or any contaminant as defined in the Environment Protection Act and that the Property is and will be environmentally sound and there are no and will be no restrictions which would economically affect any buildings on the Property. The terms and conditions of the environmental clause should be as the Lender's solicitor prepares.

**12. Receiver:** In the event due to default of the Borrower on the Property, beyond the applicable cure period, then the Lender in addition to any other rights which it may have, shall be entitled to appoint a receiver manager or receiver, either privately or court appointed to manage the building and to do all things necessary as an owner would be entitled to do to sell the Property, subject to the terms of the Mortgage and all applicable governmental legislation. The terms and conditions of the receiver are to be further elaborated in the Mortgage as required by the Lender's lawyers.

**13. Management Fee:** After applicable grace periods, and in the event that the Lender or its agents takes possession of the Property as a result of default under the Mortgage, or in the event that the Lender or its agents commence Power of Sale proceedings, or if a receiver is appointed as a result of default under the Mortgage, the Lender, 60 days thereafter and provided the mortgage is not brought back into good standing within the said 60 day period, will be entitled to a Management Fee.

Said management fee shall be based on 4% of the mortgage principal plus applicable taxes, which fee the Borrower acknowledges is a reasonable estimate of the fees to be incurred, which amount is deemed not to be a penalty.

In addition to the Management Fee, the Lender or its agent will be entitled to an administration fee on the basis of \$300 per hour plus H.S.T., if applicable for each hour after the advance the Lender or its agent are required to deal with default or potential default. This clause is also deemed to be proper notice to any subsequent charge or lien holder of the above-noted fee in the event of the Borrower's default.

**14. Default Abandonment:** Subject to Force Majeure, in the event of abandonment for a period in excess of fifteen (15) consecutive days, the Lender shall be entitled to, after giving the Borrower fifteen (15) days notice of any abandonment or failure to continue business operations or any failure to construct with due diligence and provided the Borrower fails to rectify same, forthwith withdraw and cancel its obligations hereunder and/or decline to advance further funds, if any, as the case may be and to declare any monies theretofore advanced with interest to be forthwith due and payable at its sole option.

**15. Receipt of Funds:** Any payment received after 1:00 P.M. shall be deemed to have been made on the next Bank Business Day following receipt. For purposes of this paragraph, Saturday, Sunday Provincial and Federal Holidays shall be deemed to be non-business Bank Days.

**16. Possession:** In the event of default under the Mortgage by the Borrower beyond the applicable grace period and the Lender obtains possession of the Property and it determines, in its sole discretion, that the Property requires work and/or improvements in order to market the Property, then the Lender shall have the right, at its sole option, to complete such work on such terms as it deems advisable. The cost of completion of the servicing and work by the Lender and its agents and all expenses incidental thereto shall be added to the Loan amount, together with a management fee of fifteen per cent (15%) of the costs of the work and improvements completed by the Lender, provided that it is limited to bringing the Property only up to the condition it was at the time of the advance, unless work already has been started on a house and it may be completed. All costs and expenses, as well as said management fee, shall bear interest at the rate as herein provided for and shall form part of the Loan secured hereunder and the Lender shall have the same rights and remedies with respect to collection of same as it would have with respect to collection of Mortgage principal and Interest hereunder or at law.

K:\Clients A to G\First Source Mortgage Corporation\Dang Variety 36380\Documents\MORTGAGE SCHEDULE A - Dang file.docx - MT

This is Exhibit "E"  
to the Affidavit of David Mandel  
sworn this 2<sup>nd</sup> day of June, 2016  
*WJ*

A handwritten signature in black ink, consisting of a large, stylized 'A' or similar character with a vertical stroke extending downwards.

---

A Commissioner for taking affidavits



PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
SEARCH RESULTS

Date Search Conducted: 5/25/2016  
File Currency Date: 05/24/2016  
Family(ies): 4  
Page(s): 9

SEARCH : Business Debtor : DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC

FAMILY : 1 OF 4 ENQUIRY PAGE : 1 OF 9  
SEARCH : BD : DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.

00 FILE NUMBER : 684500877 EXPIRY DATE : 04FEB 2017 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :  
REG NUM : 20130204 1156 1616 6810 REG TYP: P PPSA REG PERIOD: 04  
02 IND DOB : IND NAME:  
03 BUS NAME: DANG VARIETY STORE & GAS BAR & LUCKY RESTAURANT INC.

OCN :  
04 ADDRESS : 406 KING STREET EAST  
CITY : CAMERIDGE PROV: ON POSTAL CODE: N3H 3M9  
05 IND DOB : 06MAY1980 IND NAME: THI MAI THY NGUYEN  
06 BUS NAME:

OCN :  
07 ADDRESS : 591 HIGHWAY 6 STREET NORTH  
CITY : HAMILTON PROV: ON POSTAL CODE: L8N 2Z7

08 SECURED PARTY/LIEN CLAIMANT :  
1419768 ONTARIO INC.

09 ADDRESS : 85016-561 BRANT ST.  
CITY : BURLINGTON PROV: ON POSTAL CODE: L7R 2G6  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 YEAR MAKE X MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: PPSAPRO INC.  
17 ADDRESS : 610 FORD DR STE 218  
CITY : OAKVILLE PROV: ON POSTAL CODE: L6J 7W4

FAMILY : 1 OF 4 ENQUIRY PAGE : 2 OF 9  
SEARCH : BD : DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.

00 FILE NUMBER : 684500877 EXPIRY DATE : 04FEB 2017 STATUS :  
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :  
REG NUM : 20130204 1156 1616 6810 REG TYP: REG PERIOD:  
02 IND DOB : 08OCT1942 IND NAME: RONALD C SCHINDLER  
03 BUS NAME:

OCN :  
04 ADDRESS : 6825 CONCESSION 2  
CITY : PUSLINCH PROV: ON POSTAL CODE: N3C 2V4  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
D&D LEASING

09 ADDRESS : 85016-561 BRANT ST.  
CITY : BURLINGTON PROV: ON POSTAL CODE: L7R 2G6  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.  
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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:  
17 ADDRESS :  
CITY : PROV: POSTAL CODE:

FAMILY : 2 OF 4 ENQUIRY PAGE : 3 OF 9  
 SEARCH : BD : DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.

00 FILE NUMBER : 684505971 EXPIRY DATE : 04FEB 2017 STATUS :  
 01 CAUTION FILING : PAGE : 01 OF 002 MV SCHEDULE ATTACHED :  
 REG NUM : 20130204 1403 1462 3992 REG TYP: P PPSA REG PERIOD: 4

02 IND DOB : IND NAME:  
 03 BUS NAME: DANG VARIETY STORE AND GAS BAR AND LUCK RESTAURANT INC.  
 OCN :

04 ADDRESS : 80 DUNDAS STREET EAST  
 CITY : WATERDOWN PROV: ON POSTAL CODE: L0R2H2

05 IND DOB : IND NAME:  
 06 BUS NAME: DANG VARIETY STORE AND GAS BAR AND LUCK RESTAURANT INC.  
 OCN :

07 ADDRESS : 406 KING STREET EAST  
 CITY : CAMBRIDGE PROV: ON POSTAL CODE: N3H3M9

08 SECURED PARTY/LIEN CLAIMANT :  
 EXCEL LEASING INC.

09 ADDRESS : 302 - 460 MAIN STREET  
 CITY : WINNIPEG PROV: MB POSTAL CODE: R3B1B6  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X  
 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION  
 13 1 - WALK-IN COOLER/FREEZER COMBO  
 14 LEASE 10040GU

15  
 16 AGENT: EXCEL LEASING INC.  
 17 ADDRESS : 302 - 460 MAIN STREET  
 CITY : WINNIPEG PROV: MB POSTAL CODE: R3B1B6

FAMILY : 2 OF 4 ENQUIRY PAGE : 4 OF 9  
 SEARCH : BD : DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.

00 FILE NUMBER : 684505971 EXPIRY DATE : 04FEB 2017 STATUS :  
 01 CAUTION FILING : PAGE : 02 OF 002 MV SCHEDULE ATTACHED :  
 REG NUM : 20130204 1403 1462 3992 REG TYP: P PPSA REG PERIOD: 4  
 02 IND DOB : 06MAY1980 IND NAME: THI M NGUYEN  
 03 BUS NAME: OCN :

04 ADDRESS : 591 HIGHWAY 6 ST N RR2  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8N2Z7  
 05 IND DOB : 08OCT1942 IND NAME: RONALD C SCHINDLER  
 06 BUS NAME: OCN :

07 ADDRESS : 6825 CONCESSION 2, RR22  
 CITY : CAMBRIDGE PROV: ON POSTAL CODE: N3C2V4

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: EXCEL LEASING INC.

17 ADDRESS : 302 - 460 MAIN STREET  
 CITY : WINNIPEG PROV: MB POSTAL CODE: R3B1B6

FAMILY : 3 OF 4 ENQUIRY PAGE : 5 OF 9  
 SEARCH : BD : DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.

00 FILE NUMBER : 687227922 EXPIRY DATE : 28MAY 2017 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 002 MV SCHEDULE ATTACHED :  
 REG NUM : 20130528 1043 1862 6341 REG TYP: P PPSA REG PERIOD: 3  
 02 IND DOB : IND NAME:  
 03 BUS NAME: DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.  
 OCN : 2021243  
 04 ADDRESS : 136 RAY STREET NORTH  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8R 2Y2  
 05 IND DOB : IND NAME:  
 06 BUS NAME: DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.  
 OCN : 2021243  
 07 ADDRESS : 406 KING STREET EAST  
 CITY : CAMBRIDGE PROV: ON POSTAL CODE: N3H 3M9

08 SECURED PARTY/LIEN CLAIMANT :  
 FIRST SOURCE MORTGAGE CORPORATION  
 09 ADDRESS : 23 LESMILL ROAD, SUITE 300  
 CITY : TORONTO PROV: ON POSTAL CODE: M3B 3P6  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
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 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 SECURITY AGREEMENTS AND ASSIGNMENT OF RENTS RELATING TO THE PROPERTY  
 14 LOCATED AT 406 KING STREET EAST, CAMBRIDGE, ON N3H 3M9.  
 15  
 16 AGENT: SCHNEIDER RUGGIERO LLP (36380 / MT)  
 17 ADDRESS : 120 ADELAIDE STREET W., STE. 1000  
 CITY : TORONTO PROV: ONT POSTAL CODE: M5H 3V1

FAMILY : 3 OF 4 ENQUIRY PAGE : 6 OF 9  
 SEARCH : BD : DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.

00 FILE NUMBER : 687227922 EXPIRY DATE : 28MAY 2017 STATUS :  
 01 CAUTION FILING : PAGE : 002 OF 002 MV SCHEDULE ATTACHED :  
 REG NUM : 20130528 1043 1862 6341 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:  
 03 BUS NAME: DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.  
 OCN :

04 ADDRESS : 591 HIGHWAY 6 NORTH  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8N 2Z7

05 IND DOB : IND NAME:  
 06 BUS NAME:

OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

FAMILY : 3 OF 4 ENQUIRY PAGE : 7 OF 9  
SEARCH : BD : DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.  
FILE NUMBER 687227922

01 CAUTION : PAGE TOT REGISTRATION NUM REG TYPE  
001 OF 001 MV SCHED: 20160510 1415 1862 6029

21 REFERENCE FILE NUMBER : 687227922

22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 1 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: DANG VARIETY STORE AND GAS BAR AND LUCKY REST  
AURANT INC.

25 OTHER CHANGE:  
26 REASON:  
27 /DESCR:  
28 :  
02/05 IND/TRANSFEE:  
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:  
CITY: PROV: POSTAL CODE:  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :					
CONS.	MV	DATE OF	NO FIXED				
GOODS	INCL	MATURITY OR	MAT DATE				
INVTRY	AMOUNT						
EQUIP							
ACCTS							
OTHER							
10							
11							
12							
13							
14							
15							
16	NAME : SCHNEIDER RUGGIERO LLP - 36380						
17	ADDRESS : 120 ADELAIDE STREET W., STE. 1000						
	CITY :	TORONTO	PROV :	ONT	POSTAL CODE :	M5H 3V1	

FAMILY : 4 OF 4 ENQUIRY PAGE : 8 OF 9  
 SEARCH : BD : DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.

00 FILE NUMBER : 695844765 EXPIRY DATE : 05MAY 2017 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :  
 REG NUM : 20140505 1617 1793 5303 REG TYP: P PPSA REG PERIOD: 3  
 02 IND DOB : IND NAME:  
 03 BUS NAME: PHO NAM THANH RESTAURANT INC. OCN :

04 ADDRESS : 406 KING STREET EAST  
 CITY : CAMBRIDGE PROV: ON POSTAL CODE: N3H3M9

05 IND DOB : IND NAME:  
 06 BUS NAME: DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC. OCN :

07 ADDRESS : 406 KING STREET EAST  
 CITY : CAMBRIDGE PROV: ON POSTAL CODE: N3H3M9

08 SECURED PARTY/LIEN CLAIMANT :  
 MERCHANT ADVANCE CAPITAL LTD.

09 ADDRESS : 2207 - 1367 ALBERNI ST  
 CITY : VANCOUVER PROV: BC POSTAL CODE: V6E4R9  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X  
 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS

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16 AGENT: MERCHANT ADVANCE CAPITAL LTD.

17 ADDRESS : 2207-1367 ALBERNI ST  
 CITY : VANCOUVER PROV: BC POSTAL CODE: V6E4R9

FAMILY : 4 OF 4 ENQUIRY PAGE : 9 OF 9  
 SEARCH : BD : DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.

00 FILE NUMBER : 695844765 EXPIRY DATE : 05MAY 2017 STATUS :  
 01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :  
 REG NUM : 20140505 1617 1793 5303 REG TYP: REG PERIOD:  
 02 IND DOB : 01DEC1975 IND NAME: THANH DANG  
 03 BUS NAME:

OCN :

04 ADDRESS : 591 HIGHWAY 6 NORTH RR2  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8N2Z7  
 05 IND DOB : 06MAY1980 IND NAME: THI M NGUYEN  
 06 BUS NAME:

OCN :

07 ADDRESS : 591 HIGHWAY 6 NORTH RR2  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8N2Z7

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

Request ID: 018973386  
 Transaction ID: 81154594  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2016/05/19  
 Time Report Produced: 09:28:29  
 Page: 1

## CORPORATION PROFILE REPORT

<b>Ontario Corp Number</b>	<b>Corporation Name</b>	<b>Incorporation Date</b>
2021243	DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.	2003/01/16
		<b>Jurisdiction</b>
		ONTARIO
<b>Corporation Type</b>	<b>Corporation Status</b>	<b>Former Jurisdiction</b>
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
<b>Registered Office Address</b>		<b>Date Amalgamated</b>
RON SCHINDLER 360 MONTROSE STREET NORTH SUITE 3		NOT APPLICABLE
		<b>Amalgamation Ind.</b>
		NOT APPLICABLE
		<b>New Amal. Number</b>
		NOT APPLICABLE
		<b>Notice Date</b>
		NOT APPLICABLE
		<b>Letter Date</b>
		NOT APPLICABLE
<b>Mailing Address</b>		<b>Revival Date</b>
33069 FRANKLIN RPO		NOT APPLICABLE
		<b>Continuation Date</b>
		NOT APPLICABLE
		<b>Transferred Out Date</b>
		NOT APPLICABLE
		<b>Cancel/Inactive Date</b>
		NOT APPLICABLE
		<b>EP Licence Eff.Date</b>
		NOT APPLICABLE
		<b>EP Licence Term.Date</b>
		NOT APPLICABLE
		<b>Date Commenced in Ontario</b>
		NOT APPLICABLE
		<b>Date Ceased in Ontario</b>
		NOT APPLICABLE
	<b>Number of Directors</b>	
	Minimum      Maximum	
	00001      00004	
<b>Activity Classification</b>		
NOT AVAILABLE		

This is Exhibit "F"  
to the Affidavit of David Mandel  
sworn this 1<sup>st</sup> day of June, 2016  
my

A handwritten signature in black ink, consisting of a large, stylized 'D' and 'M' intertwined.

---

A Commissioner for taking affidavits

## AMENDING AGREEMENT

THIS AMENDING AGREEMENT, made as of the 10<sup>th</sup> day of July, 2015.

**BETWEEN:**

DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.  
(the "Borrower" or "Chargor")

- and -

WOODLAND INVESTMENTS INC., SCHINDLER ABROYD INC., 2371799 ONTARIO INC., THANH  
DANG, RONALD SCHINDLER, and THI MAY THY NGUYEN  
(the "Guarantors")

- and -

FIRST SOURCE MORTGAGE CORPORATION  
(the "Chargor" or "Lender")

**WHEREAS:**

- A. Pursuant to the terms of a commitment letter dated April 19, 2013, as it may be amended from time to time (the "Commitment Letter"), among the Chargee as lender/chargee, Chargor as borrower/chargor and Guarantors as guarantors, the Chargee made a loan to the Chargor upon the security, *inter alia*, of a Charge/Mortgage registered the 28<sup>th</sup> day of May, 2013 as Instrument No. WR755770 (the "Charge") against the lands and premises legally described in the Charge;
- B. The Chargor and the Chargee have agreed, subject to certain terms and conditions as set out below, to amend the terms of the Charge as hereinafter provided from and after the date hereof;

**NOW THEREFORE THIS AGREEMENT WITNESS** that in consideration of the sum of Two Dollars (\$2.00) now paid by each party to the other and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree that the Charge is hereby amended from and including the date of registration of this Agreement, as follows:

1. The recitals herein are true and correct.
2. The Balance Due Date and the Last Payment Date set out in the Charge are hereby amended from June 1, 2015 to August 31, 2015.
3. The Interest Rate as set out in the Charge is hereby amended from 9.5% to: From July 1, 2015 to and including July 31, 2015 at a rate of 10.75% per annum, and from August 1, 2015 until repaid at a rate of 11% per annum.
4. The Payments amount set out on the Charge is hereby amended from \$11,320.83 to: \$12,810.42 for the period of July 1, 2015 to July 31, 2015, and \$13,108.33 thereafter.
5. The Chargor agrees to the following terms and conditions:
  - (i) The Chargor shall pay to the Chargee an extension fee equal to one (1%) percent of the principal amount of the Charge (\$14,300.00) by way of certified cheque;
  - Prior to discharge the*  
(ii) ~~The~~ Chargor shall deliver a certified cheque payable to the Chargee equal to three (3) months interest, which amounts are acknowledged and agreed to be owing by the Chargor to the Chargee;
  - (iii) The Chargor shall deliver an undertaking to list the Property for sale on the MLS System with a registered real estate broker, and the Chargee shall have the right to review and approval the listing in advance;
6. The Chargor acknowledges and agrees that this amending agreement is conditional upon the Chargor complying with all of the terms and conditions of this agreement and specifically, acknowledges and agrees that all of the items in paragraph 5 shall be satisfied on or before July 17, 2015, failing which, at the option of the Chargee, this amending agreement shall be deemed null and void and of no force and effect, in which event, the Chargor shall be deemed to be in default of and have breached the terms of the Charge and the Commitment Letter.

7. The Charge shall, whether or not it secures a current or running account, be a general and continuing security to the Chargee for payment of the indebtedness due and owing by the Chargor to the Chargee, plus all interests thereon and costs related thereto, and performance of the Chargor's' other obligations under the Charge notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness or in the accounts relating thereto or in the bills of exchange, promissory notes and/or other obligations now or later held by the Chargee representing all or any part of the indebtedness outstanding at any particular time; and the Charge will not be deemed to have been redeemed or become void as a result of any such event or circumstance.
8. The Chargor, the Guarantors and the Chargee hereby consent to the provisions of this Agreement and agree to be bound thereby. The Chargor, Guarantors and the Chargee acknowledge and confirm that the Charge, as amended by this Agreement and any other security to which the Chargor and/or Guarantors are parties given in connection with the Charge and the Notice of Amending Agreement constitute and shall continue legal, valid and binding obligations of the Chargor and Guarantors enforceable in accordance with their respective terms.
9. If any provision hereof is determined to be void, voidable or unenforceable in whole or in part, such provision shall continue to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstances other than those as to which it is determined to be void, voidable or unenforceable.
10. All other security documents given in connection with the Charge are hereby amended to reflect the terms set out herein as the context may require and shall not merge on the closing of this amendment.
11. In all respects other than as expressly amended hereby, the parties confirm the terms and conditions contained in the Charge.
12. The Chargor hereby covenant with the Chargee to pay the principal and interest at the rate and in the manner set out in the Charge, as amended herein, and to keep, observe, perform and fulfill all the covenants, provisos and agreements contained in the Charge as amended.
13. Nothing herein contained shall affect or prejudice the rights of the Chargee as against the Chargor or as against any collateral which the Chargee may now or hereafter hold to secure the debt or any part thereof.
14. Nothing herein contained shall create any merger or derogate from the rights of the Chargee as against the Chargor, the Guarantors or any subsequent encumbrancer or other person interested in the real property, nor affect the liability of any person not a party hereto who may be liable to pay the said mortgage money or the rights of any such person, all of which rights are hereby reserved.
15. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
16. The Chargor and the Chargee hereby agree to execute and deliver or cause to be done, executed and delivered all such further acts, documents and things as the Chargee may reasonably require or request for the purpose of giving effect to this Agreement and each and every provision hereof.
17. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute and be construed as one and the same instrument. Signature and acknowledgment pages may be detached from multiple counterparts and attached to a single counterpart so that all signature acknowledgment pages are physically attached to the same instrument.
18. An executed copy or counterpart of this document may be transmitted by facsimile machine or email transmission and the transmitted copy or counterpart may be executed and/or amended by the receiving party and transmitted to the other party. Execution or other amendment of a transmitted copy or counterpart shall be binding as execution or amendment of an original copy. Each party undertakes to provide the other with a copy of this Agreement bearing original signatures within a reasonable time after the date hereof.
19. Time is of the essence.

*the balance of this page has intentionally been left blank with signatures to follow on the next page*

MADE AS OF the date first written above.

**DANG VARIETY STORE AND GAS BAR AND LUCKY RESTAURANT INC.**

Per: Ronald C Schindler  
Name: Ronald Schindler  
Title: President  
I have the authority to bind the corporation

**WOODLAND INVESTMENTS INC.**

Per: Ronald C Schindler  
Name: ~~Pauline Lucy Schindler~~ Ronald Schindler  
Title: ~~President~~ Secretary  
I have the authority to bind the corporation

**SCHINDLER AEROYD INC.**

Per: Ronald C Schindler  
Name: Ronald Schindler  
Title: President  
I have the authority to bind the corporation

**2371799 ONTARIO INC.**

Per: Ronald C Schindler  
Name: Ronald Schindler  
Title: A.S.O.  
I have the authority to bind the corporation

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

Thanh Dang

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

Thi May Thy Nguyen

Witness Cayley Rod 1

Ronald C Schindler  
Ronald Schindler

**FIRST SOURCE MORTGAGE CORPORATION**

Per: [Signature]  
Name: DAVID MAWDCZ  
Title: VICE PRESIDENT  
Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
We have authority to bind the Corporation

This is Exhibit "G"  
to the Affidavit of David Mandel  
sworn this 3<sup>rd</sup> day of June, 2016  
147

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines, positioned above a horizontal line.

---

A Commissioner for taking affidavits



The Corporation of the  
City of Cambridge  
Tax Division  
50 Dickson ST PO Box 669  
Cambridge ON N1R 5W8  
Telephone: 519.740.4524  
Fax: 519.740.0834  
www.cambridge.ca

**TAX CERTIFICATE**

Certificate Number: 35469  
Certified as at: August 4, 2015  
Date of Issue: August 4, 2015  
Fee: \$ 50.00

**ISSUED TO:**

SR LAW  
SCHNEIDER RUGGIERO LLP  
1000 - 120 ADELAIDE ST W  
TORONTO ON  
M5H 3V1

Property Roll Number: 30 08 100 019 07600 0000  
Property Information: DANG VARIETY STORE AND GAS  
BAR AND LUCKY RESTAURANT INC  
408 KING ST E  
PLAN 521 LOT 36 PT LOT 36  
CORNER  
19140.00SF 116.00FR 165.00D.

Your File Number: RF-36380

**TAX ARREARS CERTIFICATE**

Statement showing arrears of taxes on the above lands. (Reference Section 352 of the Municipal Act R.S.O. 2001, c.25 as amended.)

Year	Taxes Levied	Taxes Outstanding	Interest Outstanding	Balance Outstanding
2014	17,703.82	17,763.82	3,146.43	20,900.25
2013	17,248.98	8,951.76	1,901.88	10,853.62
2012+	267,446.85	0.00	0.00	0.00

**STATEMENT OF CURRENT TAXES**

(Issued pursuant to the provisions of Section 352 of the Municipal Act R.S.O. 2001, c.25 as amended.)

Installment Due Dates And Amounts				Current Outstanding		
INTERIM	2016/03/02	4,436.00	2016/05/01	4,433.99	TAX LEVY	18,238.73
FINAL	2015/09/01	9,369.74			PENALTY ADDED	554.32
SUPP.					PAYMENTS / ADJUSTMENTS	0.00
					TOTAL OUTSTANDING	18,793.05

TOTAL DEFERRALS 0.00  
TOTAL BALANCE AS OF DATE OF CERTIFICATION 50,546.92

*[Signature]*  
for the City Treasurer

*[Signature]*  
Countersigned

I hereby certify that the above statement shows all arrears of taxes against the above lands.  
This certificate is subject to the qualifications listed on the reverse side.

**LOCAL IMPROVEMENTS ASSESSED TO THIS PROPERTY TO DATE INCLUDE**

By-Law	Description	Amount	Expiry Date

**CORPORATION OF THE CITY OF CAMBRIDGE**  
 80 DICKSON STREET 4<sup>TH</sup> FLOOR  
 PO BOX 889  
 CAMBRIDGE ONTARIO N1R 5W8

**TAX CERTIFICATE DISCLAIMER**

This Certificate may not include all arrears of water or hydro services to the property. Contact the Cambridge and North Dumfries Hydro Inc., 1500 Bishop Street, P.O. 1080, Cambridge Ontario, N1R 5X8. Telephone 519.621.9530.

Nor does it include any direct services to the property not added to the tax roll at this date, such as work orders involving weed cutting charges, demolitions, clean ups, public health charges, etc. Contact the Corporate Services Department, Finance Division, 50 Dickson Street, 4<sup>th</sup> floor P.O. Box 889, Cambridge Ontario N1R 5W8. Telephone 519.623.1340.

Nor does it include any outstanding loans under the OHAP Program or any other development or redevelopment charges under any by-laws of the Corporation. Contact the Corporate Services Department, Finance Division, 50 Dickson Street, 4<sup>th</sup> Floor, P.O. Box 889, Cambridge Ontario, N1R 5W8. Telephone 519.623.1340.

Tax levy to date does not include future Supplementary Taxes that may be levied and added under Section 33 and 34 of The Assessment Act, R.S.O 1990, Chapter A31, as amended, nor does it include any pending adjustments that may be made under Section 357, of the Municipal Act and Section 40 of the Assessment Act.

Any credit balance appearing on this Certificate is not verified. No adjustments should be made unless the credit balance is a known and acknowledged overpayment. Contact the Tax Office at 519.740.4524.

Application of tax payments: If the account is in arrears any payment will first be applied against all outstanding interest and penalty charges and the remainder will be credited against those taxes longest overdue.

The unpaid balance shown on the Certificate is the amount due, if paid on or before the last working day of the month of issue.

Interest is charged monthly at 1.25% a month.

If deferred taxes are shown on this certificate, please call the Tax Office at 519.740.4624 for repayment information.

Numeric dates shown on the face of this certificate are Year/Month/Day.

Please advise new owners to contact the Tax Division regarding tax billing procedures. Duplicate tax bills are not issued to new owners.

This Certificate is valid only if cheques accepted for payment clear payor's bank.

Interest and Pre-authorized payments: If the balance of any previous instalment is not paid at the time a pre-authorized payment plan is cancelled, interest is charged at 1.25% a month.

One update to this certificate will be given within thirty days of the issuance of the tax certificate. The City of Cambridge does not provide verbal information.

The City of Cambridge usually produces Tax Certificates within twenty-four hours of receipt. If a problem with the account is detected, the production will take longer and you will be advised.

This is Exhibit "H"  
to the Affidavit of David Mandel  
sworn this 7<sup>th</sup> day of June, 2016

A handwritten signature in black ink, consisting of a large, stylized letter 'D' with a loop at the top and a horizontal stroke at the bottom.

---

A Commissioner for taking affidavits

**Jeffrey Larry**

T 416.646.4330 Asst 416.646.7404

F 416.646.4301

E jeff.larry@paliareroland.com

[www.paliareroland.com](http://www.paliareroland.com)

May 4, 2016

File 92428

**VIA EMAIL**

Dang Variety Store and Gas Bar and  
Lucky Restaurant Inc.  
c/o Daoust Vukovich LLP  
20 Queen Street West  
Suite 3000  
Toronto ON M5H 3R3 Canada

Attention: Wolfgang Kauffman

Dear Sir and Madam:

**Re: First Source Mortgage Corporation Loan to Dang Variety Store and  
Gas Bar and Lucky Restaurant Inc.**

As you are aware, we are litigation counsel to First Source Mortgage Corporation (the "Lender").

On May 28, 2013, the Lender completed a mortgage loan transaction (the "Loan") with Dang Variety Store and Gas Bar and Lucky Restaurant Inc. (the "Debtor") in accordance with the Letter of Commitment dated April 19, 2013, as amended (the "Commitment").

The Loan contemplated a facility in the amount of \$1,430,000.

The Debtor's obligations under the Loan are guaranteed by Woodland Investments Inc., Schindler Abroyd Inc., 2371799 Ontario Inc., Ronald Schindler, Thanh Dang, and Thi May Nguyen (the "Guarantors").

The security for the Loan included, but was not limited to the following charge (the "Charge"):

a first mortgage granted by the Debtor in favour of the Lender over the property municipally known as 406 Cambridge Street East, Cambridge, Ontario (the "Property"). The First Mortgage was registered on title to the Property on May 28, 2013 under Registration No. WR755770.

The loan was due in full on June 1, 2015 but has not been repaid.

In total, the Debtor is indebted to the Lender in the total amount of \$1,502,698.12 (the "Indebtedness") as of May 3, 2016 inclusive of interest, administrative fees,

Chris G. Paliare  
Ian J. Roland  
Ken Rosenberg  
Linda R. Rothstein  
Richard P. Stephenson  
Nick Coleman  
Margaret L. Waddell  
Donald K. Eady  
Gordon D. Capern  
Lily I. Harmer  
Andrew Lokan  
John Monger  
Odette Soriano  
Andrew C. Lewis  
Megan E. Shortreed  
Massimo Starnino  
Karen Jones  
Robert A. Centa  
Nini Jones  
Jeffrey Larry  
Kristian Borg-Olivier  
Emily Lawrence  
Denise Sayer  
Tina H. Lie  
Jean-Claude Killay  
Jodi Martin  
Michael Fenrick  
Jessica Latimer  
Debra McKenna  
Lindsay Scott  
Alysha Shore  
Denise Cooney  
Zoë Paliare  
Jesse Elders

## COUNSEL

Stephen Goudge, Q.C.

Robin D. Walker, Q.C.

## HONORARY COUNSEL

Ian G. Scott, Q.C., O.C.  
(1934 - 2008)

extension fees, 3 months' interest bonus as contemplated in the Charge and legal fees.

The Lender demands the immediate payment of the Indebtedness, together with interest at the per diem rate of \$453.08 from May 3, 2016 to the date of payment, plus any further costs and legal expenses.

We also enclose the Lender's Notice of Intention to Enforce Security pursuant to s. 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

In the event that the Debtors or the Guarantor fails to make the required payment to the Lender by **May 16, 2016**, the Lender may exercise any such remedies as it deems advisable, including the enforcement of the Charge and/or any of the other security.

Yours very truly,

**PALIARE ROLAND ROSENBERG ROTHSTEIN LLP**



Jeffrey Larry  
JL:m

c. Guarantors  
Client

Doc 1800646 v1

## FORM 86

**NOTICE OF INTENTION TO ENFORCE SECURITY**  
(s. 244, Rule 124)

TO: Dang Variety and Gas Bar and Lucky Restaurant Inc., an insolvent person  
(the "Debtor")

Take notice that:

1. First Source Mortgage Corporation, as secured creditor (the "Secured Creditor"), intends to enforce its security on the Debtor's property described below:

- (a) the Debtor's real property situated at 406 King Street East, Cambridge, Ontario (PIN 03776-0074 (LT)) (the "Property"); and
- (b) the Debtor's personal property including all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill, together with all proceeds, additions, accretions and substitutions therefor.

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

- (a) a charge on the Property registered on May 28, 2013 as registration number WR75770;
- (b) a Promissory Note;
- (c) an Assignment of Rents;
- (d) a General Security Agreement in favour of the Secured Creditor;
- (e) an Assignment of Insurance Proceeds; and
- (f) an Assignment of Plans, Agreements and Contracts; and

3. The total amount of indebtedness secured by the security is, as of the date hereof, **\$1,502,698.12** inclusive of all fees and costs.

4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

Dated at Toronto, this 4<sup>th</sup> day of May, 2016

FIRST SOURCE MORTGAGE CORPORATION  
by its lawyers PALIARE ROLAND ROSENBERG  
ROTHSTEIN LLP

A handwritten signature in black ink, appearing to read 'Jeffrey Larry', is written over a horizontal line.

Per: \_\_\_\_\_  
Name: Jeffrey Larry

This is Exhibit "I"  
to the Affidavit of David Mandel  
sworn this 3<sup>rd</sup> day of June, 2016

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a vertical line and a horizontal stroke at the bottom.

---

A Commissioner for taking affidavits

**DANG VARIETY STORE AND GAS BAR  
AND LUCKY RESTAURANT**

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DECEMBER 31, 2014**

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Statement of Retained Earnings	3
Statement of Income	4

Page 1

**M&N SAFE INCOME TAX INC.**

*5-380 Alliance Ave  
Toronto, Ontario M6N 2H8  
Telephone: (416) 767-2626*

**NOTICE TO READER**

On the basis of information provided by management, we have compiled the balance sheet of Dang Variety Store and Gas Bar as at December 31, 2014 and the statement of income and retained earnings for the year then ended.

We have not performed an audit or a review engagement in respect of these financial statements and, accordingly, we express no assurances thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

M&N Safe Income Tax Inc.

Toronto, Ontario

June 22, 2015

**DANG VARIETY STORE AND GAS BAR  
AND LUCKY RESTAURANT**

**BALANCE SHEET**

**AS AT DECEMBER 31, 2014**

(Unaudited - See Notice to Reader)

	2014	2013
<b>ASSETS</b>		
Current		
Cash	66,086	48,736
Inventory	52,418	62,501
	<u>118,504</u>	<u>111,237</u>
Property, plant and equipment		
Cost	1,502,000	1,502,000
Accumulated amortization	(41,730)	(41,730)
	<u>1,460,270</u>	<u>1,460,270</u>
<b>TOTAL ASSETS</b>	<u>1,578,774</u>	<u>1,571,507</u>

**DANG VARIETY STORE AND GAS BAR  
AND LUCKY RESTAURANT**

**BALANCE SHEET**

**AS AT DECEMBER 31, 2014**

(Unaudited - See Notice to Reader)

	2014	2013
<b>LIABILITIES</b>		
Current		
Accounts payable and accruals	55,611	60,250
	55,611	60,250
Long-term		
Long term debt	1,500,000	1,500,000
Due to shareholders	(1,716,078)	(1,395,961)
	(216,078)	104,039
<b>TOTAL LIABILITIES</b>	(160,467)	164,289
<b>SHAREHOLDERS' EQUITY</b>		
Share capital	100	100
Retained earnings	1,739,141	1,407,117
	1,739,241	1,407,217
<b>TOTAL EQUITY &amp; LIABILITIES</b>	1,578,774	1,571,506

APPROVED ON BEHALF OF THE BOARD

\_\_\_\_\_  
Director

**DANG VARIETY STORE AND GAS BAR  
AND LUCKY RESTAURANT****STATEMENT OF RETAINED EARNINGS  
YEAR ENDED DECEMBER 31, 2014****(Unaudited - See Notice to Reader)**

	<b>2014</b>	<b>2013</b>
Balance, beginning of the year	1,407,117	1,075,713
Net income for the year	332,024	331,404
	<u>1,739,141</u>	<u>1,407,117</u>
Less dividends	-	-
Balance, end of the year	1,739,141	1,407,117

**DANG VARIETY STORE AND GAS BAR  
AND LUCKY RESTAURANT**

**STATEMENT OF INCOME**

**FOR THE YEAR ENDED DECEMBER 31, 2014**

**(Unaudited - See Notice to Reader)**

	2014	2013
Revenue		
Sales	4,129,479	4,056,463
	4,129,479	4,056,463
Cost of sales		
Opening inventory	57,857	57,857
Purchases	3,407,771	3,367,363
	3,465,628	3,425,220
Less: ending inventory	(52,418)	(57,857)
Cost of sales	3,413,210	3,367,363
Gross margin	716,269	689,100
Selling and administrative expenses		
Interest expense	117,927	119,723
Salaries	173,549	156,350
General	31,799	30,142
Property taxes	17,527	17,000
Rent and Maintenance	31,873	23,436
Professional fees	3,000	3,000
Automobile	344	274
Telephone	4,316	4,064
Insurance	3,911	3,707
	384,246	357,696
Income before income taxes	332,024	331,404
Net income for the year	332,024	331,404

This is Exhibit "J"  
to the Affidavit of David Mandel  
sworn this 3<sup>rd</sup> day of June, 2016  
My

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a horizontal line and a downward stroke.

---

A Commissioner for taking affidavits

Dang Variety & Gas Bar  
 AMCC - Fuel - Summary of Invoices  
 - Nov 2012 → June 2015  
 - Jan - 2014  
 - Apr. - 2016

June 28, 2015  
 Page 1  
 SHEILA

Customer  
 AMCO Petroleum

Customer No 6503  
 Item Ledger Entry Posting Date: 01/01/12 12/31/12

2012

No.	Name Item No.	Description	Posting Date	Document No.	Quantity	Unit of Measure	Amount
6503	Dang Variety & Gas						
	CLEARDIESEL						
			11/16/12	A060927	6,540.00	LITRE	7,204.46
			12/22/12	A061487	5,049.00	LITRE	5,990.13
	Totals for Item	CLEARDIESEL			11,589.00		13,194.59
	ETHANOL						
			11/05/12	A060756	19,959.00	LITRE	22,595.58
			11/14/12	A060916	19,936.00	LITRE	23,493.31
			11/16/12	A080934	50,361.00	LITRE	58,860.12
			11/21/12	A061007	27,210.00	LITRE	31,329.59
			11/24/12	A061059	25,236.00	LITRE	29,283.85
			11/27/12	A061080	50,558.00	LITRE	59,551.22
			12/05/12	A061239	45,453.00	LITRE	53,357.34
			12/12/12	A061365	33,396.00	LITRE	38,979.39
			12/19/12	A061458	30,839.00	LITRE	36,536.28
			12/22/12	A061487	35,501.00	LITRE	41,712.55
	Totals for Item	ETHANOL			338,471.00		388,003.23
	NOLEAD						
			11/10/12	A060856	20,103.00	LITRE	23,440.10
			12/03/12	A061190	26,118.00	LITRE	29,894.66
			12/09/12	A061298	30,242.00	LITRE	35,759.14
			12/14/12	A061387	35,457.00	LITRE	41,101.98
			12/24/12	A061504	34,825.00	LITRE	40,937.31
			12/24/12	CR006346	-34,825.00	LITRE	-39,937.31
			12/24/12	A061522	34,825.00	LITRE	40,937.31
			12/29/12	A061548	30,508.00	LITRE	36,053.02
	Totals for Item	NOLEAD			177,253.00		201,086.21
	PREMIUM						
			11/05/12	A060758	5,053.00	LITRE	6,120.19
			11/10/12	A060856	6,050.00	LITRE	7,532.86
			11/24/12	A061059	5,078.00	LITRE	6,294.48
			12/05/12	A061239	5,062.00	LITRE	6,177.16
			12/22/12	A061487	5,084.00	LITRE	6,209.32
	Totals for Item	PREMIUM			26,327.00		32,434.31
	Totals for Customer	6503			553,640.00		634,898.34
	Report Totals:				553,640.00		634,898.34

Customer  
AMCO Petroleum

Jan 26 2015  
Page 1  
SHEILA

2013

Customer No: 6503  
Item Ledger Entry Posting Date: 01/01/13 12/31/13

No.	Name Item No.	Description	Posting Date	Document No.	Quantity	Unit of Measure	Amount
6503	Dang Variety & Gas CLEAR DIESEL						
			01/15/13	A061784	4,046.00	LITRE	4,764.45
			01/25/13	A061937	5,056.00	LITRE	6,135.46
			02/13/13	A062202	5,039.00	LITRE	6,371.31
			03/05/13	A062528	5,032.00	LITRE	6,140.55
			03/26/13	A062793	5,043.00	LITRE	6,057.15
			04/19/13	A063127	5,009.00	LITRE	5,517.81
			05/07/13	A063411	5,014.00	LITRE	5,489.83
			06/02/13	A063814	4,996.00	LITRE	5,383.69
			06/26/13	A064179	4,989.00	LITRE	5,444.04
			07/20/13	A064567	4,972.00	LITRE	5,700.40
			08/13/13	A064912	4,970.00	LITRE	5,686.67
			08/31/13	A065146	4,973.00	LITRE	5,937.76
			09/25/13	A065561	4,973.00	LITRE	5,822.97
			10/23/13	A065919	4,995.00	LITRE	5,788.71
			10/23/13	CR006782	-4,995.00	LITRE	-5,788.71
			10/23/13	A065947	4,995.00	LITRE	5,788.71
			10/23/13	CR006785	-4,995.00	LITRE	-5,788.71
			10/23/13	A065948	4,999.00	LITRE	5,781.75
			11/08/13	A066172	5,095.00	LITRE	5,939.24
			12/13/13	A066651	5,056.00	LITRE	6,219.39
	Totals for Item CLEAR DIESEL				79,232.00		92,182.57
	ETHANOL						
			01/04/13	A061637	30,404.00	LITRE	35,210.87
			01/04/13	CR006361	-30,404.00	LITRE	-35,210.87
			01/12/13	A061739	20,302.00	LITRE	22,961.56
			01/12/13	CR006361	-20,302.00	LITRE	-22,961.56
			01/12/13	A061740	20,202.00	LITRE	22,848.46
			01/16/13	A061784	20,308.00	LITRE	22,785.58
			01/18/13	A061840	20,316.00	LITRE	23,016.93
			01/29/13	A061995	20,301.00	LITRE	23,993.75
			02/05/13	A062111	22,328.00	LITRE	27,085.90
			02/08/13	A062150	25,385.00	LITRE	30,489.92
			02/13/13	A062201	20,318.00	LITRE	24,678.24
			02/15/13	A062249	25,453.00	LITRE	31,233.38
			02/21/13	A062309	26,409.00	LITRE	25,250.81
			02/22/13	A062354	25,423.00	LITRE	31,511.01
			02/27/13	A062415	25,461.00	LITRE	31,199.91
			03/01/13	A062478	20,447.00	LITRE	24,859.46
			03/05/13	A062528	16,172.00	LITRE	19,514.75
			03/08/13	A062555	27,733.00	LITRE	33,404.40
			03/13/13	A062810	20,320.00	LITRE	24,841.20
			03/15/13	A062845	22,825.00	LITRE	27,981.17
			03/19/13	A062898	20,346.00	LITRE	24,587.40
			03/22/13	A062746	21,759.00	LITRE	25,428.48

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No.	Name Item No.	Description	Posting Date	Document No.	Quantity	Unit of Measure	Amount
Customer No 6503 continued from previous page							
			03/26/13	A062793	20,185 00	LITRE	24,357.24
			03/29/13	A062832	27,314 00	LITRE	32,806.85
			04/03/13	A062879	20,302 00	LITRE	24,565.78
			04/05/13	A062906	20,202 00	LITRE	23,783.81
			04/05/13	CR006444	-20,202 00	LITRE	-23,783.81
			04/05/13	A062932	20,265 00	LITRE	23,857.98
			04/09/13	A062977	25,183 00	LITRE	29,647.95
			04/13/13	A063043	20,270 00	LITRE	23,509.44
			04/18/13	A063083	25,188 00	LITRE	29,001.46
			04/19/13	A063126	15,073 00	LITRE	17,422.88
			04/23/13	A063178	24,161 00	LITRE	27,763.41
			04/26/13	A063265	25,172 00	LITRE	29,066.11
			05/01/13	A063312	19,981 00	LITRE	22,982.15
			05/02/13	A063308	19,981 00	LITRE	22,982.15
			05/02/13	CR006478	-19,981 00	LITRE	-22,982.15
			05/03/13	A063376	21,121 00	LITRE	23,792.81
			05/07/13	A063411	20,089 00	LITRE	23,242.97
			05/12/13	A063477	25,278 00	LITRE	29,471.62
			05/14/13	A063517	25,103 00	LITRE	29,036.64
			05/19/13	A063591	25,130 00	LITRE	30,153.49
			05/23/13	A063657	20,010 00	LITRE	23,885.94
			05/25/13	A063693	25,043 00	LITRE	29,986.32
			05/30/13	A063765	24,950 00	LITRE	29,705.47
			05/30/13	CR006539	-24,950 00	LITRE	-29,705.47
			05/30/13	A063826	24,950 00	LITRE	29,705.47
			06/02/13	A063814	19,961 00	LITRE	23,629.83
			06/05/13	A063887	24,987 00	LITRE	29,692.06
			06/08/13	A063938	19,946 00	LITRE	23,949.16
			06/12/13	A063973	24,978 00	LITRE	28,678.98
			06/15/13	A064042	24,866 00	LITRE	29,908.77
			06/19/13	A064089	24,983 00	LITRE	29,942.13
			06/22/13	A064132	19,977 00	LITRE	23,716.69
			06/22/13	CR006575	-19,977 00	LITRE	-23,716.69
			06/22/13	A064142	19,956 00	LITRE	23,631.76
			06/26/13	A064179	19,851 00	LITRE	23,412.12
			06/29/13	A064247	29,944 00	LITRE	34,176.22
			07/04/13	A064318	29,905 00	LITRE	33,772.36
			07/09/13	A064367	32,838 00	LITRE	39,984.40
			07/12/13	A064481	13,930 00	LITRE	17,262.00
			07/16/13	A064506	20,850 00	LITRE	26,189.69
			07/20/13	A064557	14,902 00	LITRE	18,716.40
			07/23/13	A064587	19,872 00	LITRE	24,600.96
			07/26/13	A064670	23,830 00	LITRE	29,287.07
			07/30/13	A064702	24,875 00	LITRE	30,429.69
			08/03/13	A064781	19,865 00	LITRE	24,192.23
			08/08/13	A064819	29,857 00	LITRE	36,222.61
			08/17/13	A064946	22,865 00	LITRE	27,920.45

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No.	Name Item No.	Description	Posting Date	Document No.	Quantity	Unit of Measure	Amount
Customer No. 8503 continued from previous page							
			08/17/13	A064947	9,948.00	LITRE	12,147.50
			08/22/13	A065040	24,792.00	LITRE	30,243.75
			08/27/13	A065121	24,874.00	LITRE	30,492.13
			08/31/13	A065146	19,866.00	LITRE	24,933.07
			09/08/13	A065259	19,800.00	LITRE	24,759.90
			09/11/13	A065316	34,726.00	LITRE	43,442.12
			09/18/13	A065423	19,828.00	LITRE	24,241.33
			09/20/13	A065467	24,755.00	LITRE	30,952.47
			09/25/13	A065551	14,871.00	LITRE	18,268.21
			09/28/13	A065592	19,878.00	LITRE	24,193.65
			10/02/13	A065664	19,839.00	LITRE	24,767.24
			10/05/13	A065698	19,820.00	LITRE	24,759.72
			10/09/13	A065763	19,916.00	LITRE	24,058.74
			10/12/13	A065790	28,940.00	LITRE	35,865.59
			10/18/13	A065877	20,012.00	LITRE	24,169.89
			10/23/13	A065919	17,978.00	LITRE	22,712.45
			10/23/13	CR006782	-17,978.00	LITRE	-22,712.45
			10/23/13	A065946	17,978.00	LITRE	22,712.45
			10/25/13	A065989	20,043.00	LITRE	24,933.20
			10/30/13	A066037	19,965.00	LITRE	24,947.60
			11/02/13	A066087	19,986.00	LITRE	24,936.93
			11/06/13	A066159	10,062.00	LITRE	12,543.05
			11/08/13	A066172	15,028.00	LITRE	18,179.45
			11/12/13	A066227	20,182.00	LITRE	24,229.48
			11/16/13	A066286	25,035.00	LITRE	30,466.20
			11/20/13	A066345	34,288.00	LITRE	42,293.69
			11/25/13	A066392	15,269.00	LITRE	18,325.15
			11/25/13	CR005850	-15,269.00	LITRE	-18,325.15
			11/25/13	A066452	16,269.00	LITRE	19,826.05
			11/30/13	A066474	15,152.00	LITRE	18,144.22
			12/04/13	A066533	20,093.00	LITRE	24,103.56
			12/08/13	A066579	20,269.00	LITRE	24,873.01
			12/13/13	A066651	21,385.00	LITRE	26,877.68
			12/18/13	A066721	19,874.00	LITRE	24,388.73
			12/23/13	A066813	19,661.00	LITRE	24,140.66
		Totals for Item			1,925,264.00		2,292,645.09
		ETHANOL					
		NOLEAD					
			01/04/13	A061638	30,404.00	LITRE	36,210.87
			01/07/13	A061652	15,237.00	LITRE	17,543.83
			01/21/13	A061859	25,628.00	LITRE	29,131.35
			01/25/13	A061937	25,402.00	LITRE	29,763.52
			02/01/13	A062058	20,280.00	LITRE	24,602.09
			08/13/13	A064912	22,822.00	LITRE	27,428.76
		Totals for Item			139,773.00		163,711.47
		NOLEAD					
		PREMIUM					
			01/07/13	A061852	5,097.00	LITRE	6,329.45
			01/18/13	A061784	5,098.00	LITRE	6,178.39

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No	Name Item No.	Description	Posting Date	Document No.	Quantity	Unit of Measure	Amount
Customer No. 5503 continued from previous page							
			02/01/13	A062058	5,103.00	LITRE	5,559.47
			02/21/13	A062309	5,123.00	LITRE	5,401.29
			03/05/13	A062528	5,084.00	LITRE	5,594.46
			03/29/13	A062832	5,038.00	LITRE	5,506.68
			04/19/13	A063120	5,010.00	LITRE	5,243.96
			05/03/13	A063376	5,024.00	LITRE	5,313.71
			05/23/13	A063657	4,986.00	LITRE	5,302.52
			05/08/13	A063938	4,983.00	LITRE	5,423.55
			06/22/13	A064132	4,983.00	LITRE	5,366.28
			06/22/13	CR0065/5	-4,983.00	LITRE	-6,366.28
			06/22/13	A064142	4,987.00	LITRE	6,171.39
			07/12/13	A064461	4,967.00	LITRE	6,580.83
			07/26/13	A064870	5,640.00	LITRE	7,837.34
			08/13/13	A064912	4,959.00	LITRE	6,408.52
			09/08/13	A065259	4,951.00	LITRE	6,536.60
			09/25/13	A065551	4,980.00	LITRE	6,707.64
			10/18/13	A065877	5,002.00	LITRE	6,243.60
			11/08/13	A066159	5,016.00	LITRE	5,192.75
			11/30/13	A066474	5,102.00	LITRE	5,458.62
					<b>96,418.00</b>		<b>123,112.92</b>
Totals for Customer					<b>2,240,687.00</b>		<b>2,671,852.05</b>
Report Totals:					<b>2,240,687.00</b>		<b>2,671,852.05</b>

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Customer No: 6503

Item Ledger Entry: Posting Date: 01/01/14 12/31/14

No.	Name	Description	Posting Date	Document No.	Quantity	Unit of Measure	Amount
6503	Dang Variety & Gas	CLEAR DIESEL					
			01/15/14	A067048	5,057 00	LITRE	6,352.10
			02/12/14	A067440	5,084 00	LITRE	6,742.40
			03/18/14	A067876	5,024 00	LITRE	6,270.96
			03/18/14	CR008994	-5,024 00	LITRE	-6,270.96
			03/18/14	A067865	5,024 00	LITRE	6,270.96
			04/16/14	A068229	5,049 00	LITRE	6,369.67
			05/21/14	A068672	5,000 00	LITRE	6,116.50
			05/21/14	CR007088	-5,000 00	LITRE	-6,116.50
			05/21/14	A068695	5,001 00	LITRE	6,117.72
			06/30/14	A069252	4,975 00	LITRE	6,012.29
			08/21/14	A068944	4,977 00	LITRE	6,137.98
			10/09/14	A070549	4,998 00	LITRE	6,413.83
			11/06/14	A070917	5,015 00	LITRE	6,336.36
			11/21/14	A071091	2,230 00	LITRE	2,898.72
			12/01/14	A071210	4,831 00	LITRE	5,989.27
			12/31/14	A071539	4,974 00	LITRE	4,921.28
	Totals for Item	CLEAR DIESEL			57,314.00		67,442.58
		ETHANOL					
			01/04/14	A066933	15,268 00	LITRE	17,769.24
			01/09/14	A068992	20,455 00	LITRE	23,960.99
			01/15/14	A067048	20,331 00	LITRE	23,838.10
			01/20/14	A067140	20,225 00	LITRE	23,740.11
			01/24/14	A067190	20,412 00	LITRE	24,324.98
			01/28/14	A067240	20,534 00	LITRE	24,191.11
			02/05/14	A067344	25,402 00	LITRE	29,859.73
			02/11/14	A067419	15,271 00	LITRE	18,586.63
			02/14/14	A067486	20,340 00	LITRE	24,859.56
			02/14/14	CR006949	-20,340 00	LITRE	-24,859.56
			02/14/14	A067507	20,340 00	LITRE	24,859.56
			02/14/14	CR006950	-20,340 00	LITRE	-24,859.56
			02/15/14	A067508	20,340 00	LITRE	24,951.08
			02/20/14	A067544	20,190 00	LITRE	25,086.08
			02/26/14	A067612	23,560 00	LITRE	29,247.38
			03/04/14	A067689	1 25	LITRE	1.56
			03/04/14	CR006959	-1 25	LITRE	-1.56
			03/04/14	A067691	20,508 00	LITRE	26,541.50
			03/12/14	A067798	20,457 00	LITRE	24,981.64
			03/18/14	A067876	15,230 00	LITRE	18,211.13
			03/18/14	CR008994	-15,230 00	LITRE	-18,211.13
			03/18/14	A067884	15,230 00	LITRE	18,211.13
			03/18/14	CR008997	-15,230 00	LITRE	-18,211.13
			03/19/14	A067909	15,213 00	LITRE	18,197.79
			03/24/14	A067949	20,210 00	LITRE	24,631.95
			04/01/14	A068041	20,293 00	LITRE	24,692.52

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No.	Name Item No	Description	Posting Date	Document No.	Quantity	Unit of Measure	Amount
Customer No 5503 continued from previous page							
			04/08/14	A068128	20,282 00	LITRE	24,879.93
			04/18/14	A068229	20,325 00	LITRE	26,247.71
			04/24/14	A068327	20,187 00	LITRE	26,366.24
			04/24/14	CR007040	-20,187 00	LITRE	26,366.24
			04/24/14	A068328	20,195 00	LITRE	26,376.69
			04/28/14	A068405	20,227 00	LITRE	26,183.40
			05/06/14	A068479	25,118 00	LITRE	31,628.11
			05/14/14	A068603	24,950 00	LITRE	31,272.38
			05/21/14	A068672	14,995 00	LITRE	19,135.12
			05/21/14	CR007088	-14,995 00	LITRE	-19,135.12
			05/21/14	A068695	14,995 00	LITRE	19,135.12
			05/27/14	A068734	14,940 00	LITRE	19,280.97
			05/31/14	A068799	14,920 00	LITRE	19,153.26
			06/04/14	A068869	25,853 00	LITRE	33,213.76
			06/12/14	A068905	19,849 00	LITRE	26,002.19
			06/20/14	A069120	19,979 00	LITRE	26,553.98
			06/20/14	CR007131	-19,979 00	LITRE	-26,553.98
			06/21/14	A069148	19,979 00	LITRE	26,703.93
			06/28/14	A069229	19,609 00	LITRE	26,114.20
			07/08/14	A069356	14,853 00	LITRE	19,197.50
			07/16/14	A069444	18,682 00	LITRE	24,852.77
			07/25/14	A069591	14,935 00	LITRE	18,543.30
			08/02/14	A069691	14,958 00	LITRE	18,437.23
			08/02/14	CR007181	-14,958 00	LITRE	-18,437.23
			08/02/14	A069709	14,887 00	LITRE	18,349.72
			08/13/14	A069826	14,857 00	LITRE	18,312.74
			08/21/14	A069944	9,957 00	LITRE	12,253.17
			08/28/14	A070016	15,897 00	LITRE	19,577.16
			09/08/14	A070126	15,897 00	LITRE	19,540.55
			09/08/14	CR007243	-15,897 00	LITRE	-19,540.55
			09/06/14	A070162	14,886 00	LITRE	18,310.16
			09/12/14	A070169	15,890 00	LITRE	18,993.32
			09/20/14	A070310	15,927 00	LITRE	19,069.40
			09/28/14	A070402	16,003 00	LITRE	19,450.05
			10/09/14	A070549	20,096 00	LITRE	22,608.00
			10/15/14	A070608	30,051 00	LITRE	32,415.01
			10/28/14	A070758	30,115 00	LITRE	32,689.83
			11/08/14	A070916	25,028 00	LITRE	28,572.23
			11/13/14	A070983	20,186 00	LITRE	21,837.37
			11/21/14	A071091	23,393 00	LITRE	24,415.27
			12/01/14	A071210	16,102 00	LITRE	16,387.01
			12/06/14	A071276	11,540 00	LITRE	11,248.04
			12/06/14	A071277	18,460 00	LITRE	18,087.11
			12/06/14	CR007366	-11,540 00	LITRE	-11,248.04
			12/06/14	A071296	11,682 00	LITRE	11,386.45
			12/06/14	CR007368	-18,460 00	LITRE	-18,087.11
			12/06/14	A071303	16,688 00	LITRE	16,310.50

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No.	Name Item No	Description	Posting Date	Document No.	Quantity	Unit of Measure	Amount
Customer No 6503 continued from previous page							
			12/17/14	A071405	30,431.00	LITRE	27,290.62
			12/31/14	A071539	20,444.00	LITRE	17,816.59
	Totals for Item ETHANOL PREMIUM				994,118.00		1,177,916.04
			01/04/14	A066933	5,120.00	LITRE	6,413.82
			01/28/14	A037240	5,156.00	LITRE	6,542.97
			02/28/14	A067612	6,151.00	LITRE	8,191.90
			04/24/14	A069327	5,042.00	LITRE	7,041.15
			04/24/14	CR007040	-5,042.00	LITRE	-7,041.15
			04/24/14	A068328	5,042.00	LITRE	7,041.15
			05/27/14	A068734	4,987.00	LITRE	6,095.52
			06/28/14	A069230	4,940.00	LITRE	6,068.98
			08/21/14	A068944	4,974.00	LITRE	6,550.71
			10/09/14	A070549	5,040.00	LITRE	6,154.24
			11/13/14	A070983	5,070.00	LITRE	5,892.86
			12/01/14	A071210	5,065.00	LITRE	5,601.45
			12/31/14	A071539	5,121.00	LITRE	4,875.70
	Totals for Item PREMIUM				56,668.00		71,439.35
Totals for Customer 6503					1,108,090.00		1,316,408.97
Report Totals:					1,108,090.00		1,316,408.97

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2015

Customer No: 6503  
Item Ledger Entry Posting Date 01/01/15 12/31/15

No.	Name Item No.	Description	Posting Date	Document No.	Quantity	Unit of Measure	Amount
6503	Dang Variety & Gas						
	CLEARDIESEL						
			01/29/15	A071881	5,065 00	LITRE	4,876.51
			02/20/15	A072160	6,158 00	LITRE	5,961.35
			03/28/15	A072608	5,054 00	LITRE	5,103.53
			05/07/15	A073045	5,014 00	LITRE	5,181.97
			06/04/15	A073362	4,899 00	LITRE	4,862.95
	Totals for Item	CLEARDIESEL			28,190.00		25,476.31
	ETHANOL						
			01/09/15	A071830	30,887 00	LITRE	24,709.17
			01/09/15	CR007406	-30,887 00	LITRE	-24,709.17
			01/09/15	A071683	30,888 00	LITRE	24,709.98
			01/19/15	A071754	25,477 00	LITRE	20,312.84
			01/29/15	A071860	20,388 00	LITRE	16,653.69
			02/05/15	A071967	30,655 00	LITRE	26,452.20
			02/13/15	A072080	20,352 00	LITRE	18,595.52
			02/20/15	A072159	20,558 00	LITRE	18,970.92
			03/03/15	A072308	28,577 00	LITRE	27,648.23
			03/11/15	A072423	16,235 00	LITRE	15,402.14
			03/16/15	A072497	30,280 00	LITRE	27,181.85
			03/28/15	A072608	20,317 00	LITRE	18,839.96
			04/03/15	A072686	19,057 00	LITRE	17,528.83
			04/10/15	A072783	30,385 00	LITRE	28,449.48
			04/28/15	A072926	25,183 00	LITRE	25,130.12
			05/07/15	A073045	20,117 00	LITRE	20,114.15
			05/16/15	A073189	20,042 00	LITRE	20,533.03
			05/24/15	A073232	20,786 00	LITRE	22,351.19
			06/04/15	A073362	13,933 00	LITRE	15,139.60
			06/09/15	A073430	24,007 00	LITRE	25,869.94
			06/20/15	A073545	22,959 00	LITRE	26,153.89
	Totals for Item	ETHANOL			439,876.00		416,077.61
	PREMIUM						
			02/13/15	A072079	5,119 00	LITRE	5,109.99
			03/11/15	A072423	1,645 00	LITRE	1,614.22
			03/28/15	A072908	5,094 00	LITRE	5,114.16
			05/07/15	A073045	5,022 00	LITRE	5,525.20
			06/04/15	A073363	5,008 00	LITRE	5,922.96
	Totals for Item	PREMIUM			21,788.00		23,386.53
	Totals for Customer	6503			489,954.00		467,940.45
	Report Totals:				489,954.00		467,940.45

Daily Invoicing Report  
Amco Petroleum Ltd.

February 4, 2016 10:48 AM  
Page 1  
Sheet A

Bill-to Customer No: 6503, Posting Date: 01/01/16..01/31/16

Invoice Number	Invoice Date	Bill-to Customer N	Name	Payment Terms Code	Salesperson Code	Amount	Sales Tax	Amount Including Tax
A075645	01/02/16	6503	Dang Variety & Gas	COD		22,703.69	0.00	22,703.69
A075787	01/16/16	6503	Dang Variety & Gas	COD		22,443.46	0.00	22,443.46
A075922	01/29/16	6503	Dang Variety & Gas	COD		17,052.18	0.00	17,052.18
Total of all Invoices						62,155.33	0.00	62,155.33

Customer  
AMCO Petroleum

May 2, 2016  
Page 1  
SHEILA

Customer No. 6503

Item Ledger Entry: Posting Date 04/01/16, 04/30/16

No.	Name Item No.	Description	Posting Date	Document No.	Quantity	Unit of Measure	Amount
6503	Dang Variety & Gas						
	CLEARDIESEL						
			04/19/16	A076739	5,027.00	LITRE	3,945.69
	Totals for Item	CLEARDIESEL			5,027.00		3,945.69
	ETHANOL						
			04/02/16	A076567	28,520.00	LITRE	23,183.78
			04/19/16	A076739	20,481.00	LITRE	18,458.53
			04/30/16	A076844	22,069.00	LITRE	21,002.37
	Totals for Item	ETHANOL			69,060.00		62,645.68
	PREMIUM						
			04/19/16	A076739	5,039.00	LITRE	4,997.18
	Totals for Item	PREMIUM			5,039.00		4,997.18
Totals for Customer: 6503					79,126.00		71,588.55
Report Totals:					79,126.00		71,588.55

This is Exhibit "K"  
to the Affidavit of David Mandel  
sworn this 27<sup>th</sup> day of June, 2016

A handwritten signature in black ink, consisting of a large, stylized initial 'D' followed by a surname that is partially obscured by a horizontal line.

---

A Commissioner for taking affidavits



567 KING ST. E.  
CAMBRIDGE

12 00100905215-02  
ON N3H 3N4

DANG VARIETY STORE AND GAS BAR AND  
LUCKY RESTAURANT INC.  
591 HIGHWAY 6  
HAMILTON ON L8N 2Z7

Account No. N° de compte 15-02719		Account Type Type de compte CURRENT ACCOUNT		Branch 09052		Statement Date Date du relevé JUL 31, 2013	
Date	Description	Debits Débits		Credits Crédits		Balance Solde	
JUL 30	BALANCE FORWARD					20,807.16	
	CREDIT MEMO						
	4295876 VISA						
	GBL VI 4295876			1,030.82			
	CREDIT MEMO						
	4295878 VISA			532.90			
	GBL VI 4295878			10,000.00			
	DEPOSIT						
	TRANSFER						
	TO: 03922/12-06613	32,000.00				370.88	
JUL 31	CREDIT MEMO						
	4295876 MC						
	GBL MC 4295876			487.40			
	CREDIT MEMO						
	4295878 MC			178.24			
	GBL MC 4295878						
	CREDIT MEMO						
	4295876 IDP			1,634.60			
	GBL IDP 4295876						
	CREDIT MEMO						
	4295878 IDP			2,429.36			
	GBL IDP 4295878						
	CREDIT MEMO						
	4295876 VISA			648.05			
	GBL VI 4295876						
	CREDIT MEMO						
	4295878 VISA			549.76			
	GBL VI 4295878						
	INTERNET TRANSFER 000000650787						
	TO: 09052/16-03213						
	4506*****830	6,000.00					
	OVERDRAFT S/C	5.00					
	DEPOSIT NOTE FEE						
	35,030. AT 2.25/1,000.	78.81					
	ACCOUNT FEE	50.00					
	OVERDRAFT INTEREST	24					
	PAPER STMT FEE	3.00				162.24	
	VOUCHER 0 FINAL TOTALS	280,605.64		280,902.73		162.24	

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567 KING ST. E.  
CAMBRIDGE11 00100905219-02  
ON N3H 3N4DANG VARIETY STORE AND GAS BAR AND  
LUCKY RESTAURANT INC.  
591 HIGHWAY 6  
HAMILTON ON L8N 2Z7

Account No. / N° de compte 15-02719	Account Type / Type de compte CURRENT ACCOUNT	Transit 09052	Statement Date / Date du relevé AUG 31, 2013	
Date	Description	Debits / Débits	Credits / Crédits	Balance / Solde
AUG29	BALANCE FORWARD			11,701.63
	CREDIT MEMO			
	4295878 VISA			
	GBL VI 4295878		1,227.70	12,929.33
AUG30	CREDIT MEMO			
	4295876 MC		505.51	
	GBL MC 4295876			
	CREDIT MEMO			
	4295878 MC		350.61	
	GBL MC 4295878			
	CREDIT MEMO			
	4295876 IDP		1,579.25	
	GBL IDP 4295876			
	CREDIT MEMO			
	4295878 IDP		3,104.10	
	GBL IDP 4295878			
	CREDIT MEMO			
	4295876 VISA		597.92	
	GBL VI 4295876			
	CREDIT MEMO			
	4295878 VISA		854.74	
	GBL VI 4295878		4,000.00	
	DEPOSIT			
	TRANSFER			
	TO: 03922/12-06613	23,000.00		
	DEPOSIT NOTE FEE			
	59,145. AT 2.25/1,000.	133.07		
	ACCOUNT FEE			5.00
	PAPER STMT FEE			3.00
	VOUCHER 0 FINAL TOTALS	248,966.24	249,539.35	735.39

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ON N3H 3N4DANG VARIETY STORE AND GAS BAR AND  
LUCKY RESTAURANT INC.  
591 HIGHWAY 6  
HAMILTON ON L8N 2Z7

Account No. N° de compte 15-02719		Account Type Type de compte CURRENT ACCOUNT		Transit 09052	Statement Date Date du relevé SEP 30, 2013	
Date	Description	Debits Débits		Credits Crédits		Balance Solde
SEP27	BALANCE FORWARD					1,699.70
	CREDIT MEMO					
	4295878 MC					
	GBL MC 4295878			226.73		
	CREDIT MEMO					
	4295878 IDP					
	GBL IDP4295878			2,409.66		
	CREDIT MEMO					
	4295878 IDP					
	GBL IDP4295878			2,963.88		
	CREDIT MEMO					
	4295878 VISA					
	GBL VI 4295878			730.51		
	CREDIT MEMO					
	4295878 VISA					
	GBL VI 4295878			216.59		
	TRANSFER					
	TO: 03922/12-06613	3,299.12				
	DEPOSIT					
	TRANSFER					
	FROM: 09052/16-03310			6,000.00		
	TRANSFER					
	TO: 03922/12-06613			7,000.00		
SEP30	CREDIT MEMO					
	4295878 MC					
	GBL MC 4295878			509.00		
	CREDIT MEMO					
	4295878 MC					
	GBL MC 4295878			459.99		
	CREDIT MEMO					
	4295878 IDP					
	GBL IDP4295878			2,700.99		
	CREDIT MEMO					
	4295878 IDP					
	GBL IDP4295878			2,642.61		
	CREDIT MEMO					
	4295878 VISA					
	GBL VI 4295878			470.24		
	CREDIT MEMO					
	4295878 VISA					
	GBL VI 4295878			576.79		
	TRANSFER					
	TO: 09052/16-03213	7,000.00				
	OVERDRAFT S/C					
	DEPOSIT NOTE FEE					
	52,705. AT 2.25/1,000.	118.58				
	ACCOUNT FEE					
	OVERDRAFT INTEREST					
	PAPER STMT FEE					
	VOUCHER					
	0 FINAL TOTALS	224,667.74		224,423.16		490.61

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LUCKY RESTAURANT INC.  
591 HIGHWAY 6  
HAMILTON ON L8N 2Z7

Account No. / n° de compte 15-02719		Account Type / Type de compte CURRENT ACCOUNT		Transit 09052	Statement Date / Date du relevé OCT 31, 2013
Date	Description	Debits / Débits		Credits / Crédits	Balance / Solde
OCT31	BALANCE FORWARD				4,778.24
	TRANSFER				
	TO: 03922/12-06613	1,786.63			
	DEPOSIT NOTE FEE				
	44,910. AT 2.25/1,000.	101.04			
	ACCOUNT FEE	50.00			
	PAPER STMT FEE	30.00			2,837.57
	VOUCHER 0 FINAL TOTALS	223,658.47		226,005.23	2,837.57

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LUCKY RESTAURANT INC.  
591 HIGHWAY 6  
HAMILTON ON L0N 2Z7

Account No. / N° de compte 15-02719		Account Type / Type de compte CURRENT ACCOUNT		Branch 09052	Statement Date / Date d'impression NOV 30, 2013	
Date	Description	Debits / Débits		Credits / Crédits		Balance / Solde
NOV28	BEALANCE FORWARD					6,668.14
	CREDIT MEMO					
	4295878 IDP					
	GBL IDP4295878			1,968.55		
	CREDIT MEMO					
	4295878 VISA					
	GBL VI 4295878			651.46		
	CREDIT MEMO					
	4295878 VISA					
	GBL VI 4295878			370.48		
	TRANSFER 01762					
	TO: 03922/12-06613					
	WATERDOWN	9,600.00				58.64
NOV29	CREDIT MEMO					
	4295878 MC					
	GBL MC 4295878			524.01		
	CREDIT MEMO					
	4295878 MC					
	GBL MC 4295878			583.45		
	CREDIT MEMO					
	4295878 IDP					
	GBL IDP4295878			2,027.10		
	CREDIT MEMO					
	4295878 IDP					
	GBL IDP4295878			2,442.86		
	CREDIT MEMO					
	4295878 VISA					
	GBL VI 4295878			855.19		
	CREDIT MEMO					
	4295878 VISA					
	GBL VI 4295878			45.84		
	DEPOSIT			3,000.00		
	TRANSFER					
	TO: 09052/16-03213	8,000.00				
	DEPOSIT 01762					
	WATERDOWN			1,000.00		
	TRANSFER 01762					
	FROM: 09052/16-03213					
	WATERDOWN			15,000.00		
	TRANSFER 01762					
	TO: 03922/12-06613					
	WATERDOWN	17,900.00				
	OVERDRAFT S/C	500				
	DEPOSIT NOTE FEE					
	45,810. AT 2.25/1,000.	10307				
	ACCOUNT FEE	5000				
	OVERDRAFT INTEREST	214				
	PAPER STMT FEE	300				11512
	VOUCHER					
	o FINAL TOTALS	259,970.50		257,017.81		11512

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LUCKY RESTAURANT INC.  
591 HIGHWAY 6  
HAMILTON ON L8N 2Z7

Account No. N° de compte 15-02719		Account Type Type de compte CURRENT ACCOUNT		Transit 09052	Statement Date Date du relevé DEC 31, 2013
Date	Description	Debits Débits	Credits Crédits	Balance Solde	
DEC 31	BALANCE FORWARD				52417
	CREDIT MEMO				
	4295876 IDP				
	GBL IDP4295876		94643		
	CREDIT MEMO				
	4295876 IDP				
	GBL IDP4295876		82541		
	CREDIT MEMO				
	4295876 VISA				
	GBL VI 4295876		49814		
	CREDIT MEMO				
	4295876 VISA				
	GBL VI 4295876		9228		
	CREDIT MEMO				
	4295876 MC				
	GBL MC 4295876		8928		
	CREDIT MEMO				
	4295876 MC				
	GBL MC 4295876		5400		
	CREDIT MEMO				
	4295876 IDP				
	GBL IDP4295876		50219		
	CREDIT MEMO				
	4295876 IDP				
	GBL IDP4295876		41009		
	CREDIT MEMO				
	4295876 VISA				
	GBL VI 4295876		15720		
	CREDIT MEMO				
	4295876 MC				
	GBL MC 4295876		13954		
	CREDIT MEMO				
	4295876 MC				
	GBL MC 4295876		1244		
	CREDIT MEMO				
	4295876 IDP				
	GBL IDP4295876		73975		
	CREDIT MEMO				
	4295876 IDP				
	GBL IDP4295876		66804		
	CREDIT MEMO				
	4295876 VISA				
	GBL VI 4295876		22300		
	CREDIT MEMO				
	4295876 VISA				
	GBL VI 4295876		12088		
	WITHDRAWAL	6,00000			
	DEPOSIT 00312				
	DUFFERIN AND GLENCAIRN		6,00000		
	DEPOSIT		5,40000		
	WITHDRAWAL	11,32083			
	DEPOSIT NOTE FEE				
	51,890. AT 2.25/1,000.	11878			
	ACCOUNT FEE	5000			
	OVERDRAFT INTEREST	21			
	PAPER STMT FEE	300			8796-
	VOUCHER 0 FINAL TOTALS	215,03295	215,06011		8796-

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DANG VARIETY STORE AND GAS BAR AND  
LUCKY RESTAURANT INC.  
591 HIGHWAY 6  
HAMILTON ON L8N 2Z7

Account No. N° de compte 15-02719		Account Type Type de compte CURRENT ACCOUNT		Transit 09052		Statement Date Date du relevé JAN 31, 2014	
Date	Description	Debits Débits		Credits Crédits		Balance Solde	
JAN29	BALANCE FORWARD						8339
JAN30	CREDIT MEMO						
	4295876 MC						
	GBL MC 4295876			35802			
	CREDIT MEMO						
	4295878 MC						
	GBL MC 4295878			28919			
	CREDIT MEMO						
	4295876 IDP						
	GBL IDP4295876			1,19106			
	CREDIT MEMO						
	4295878 IDP						
	GBL IDP4295878			1,59365			
	CREDIT MEMO						
	4295876 VISA						
	GBL VI 4295876			27481			
	CREDIT MEMO						
	4295878 VISA						
	GBL VI 4295878			89294			
	TRANSFER						
	TO: 03922/12-06613	4,30000					8310
JAN31	CREDIT MEMO						
	4295876 MC						
	GBL MC 4295876			31912			
	CREDIT MEMO						
	4295878 MC						
	GBL MC 4295878			18991			
	CREDIT MEMO						
	4295876 IDP						
	GBL IDP4295876			1,37448			
	CREDIT MEMO						
	4295878 IDP						
	GBL IDP4295878			1,34958			
	CREDIT MEMO						
	4295876 VISA						
	GBL VI 4295876			59160			
	CREDIT MEMO						
	4295878 VISA						
	GBL VI 4295878			28330			
	TRANSFER						
	TO: 09052/16-03213	4,10000					
	TRANSFER						
	TO: 09052/16-03213	2000					
	OVERDRAFT S/C	500					
	ACCOUNT FEE	5000					
	OVERDRAFT INTEREST	21					
	PAPER STMT FEE	300					1288
	VOUCHER						
	0 FINAL TOTALS	111,55893		111,65977			1288

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CAMBRIDGE

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ON N3H 3N4

DANG VARIETY STORE AND GAS BAR AND  
LUCKY RESTAURANT INC.  
591 HIGHWAY 6  
HAMILTON ON L8N 2Z7

Account No / N° de compte 15-02719		Account Type / Type de compte CURRENT ACCOUNT		Trunk 09052	Statement Date / Date de relevé FEB 28, 2014	
Date	Description	Debits / Débits		Credits / Crédits		Balance / Solde
FEB26	BALANCE FORWARD					472
FEB27	CREDIT MEMO					
	4295876 MC					
	GBL MC 4295876			6000		
	CREDIT MEMO					
	4295878 MC					
	GBL MC 4295878			43405		
	CREDIT MEMO					
	4295876 IDP					
	GBL IDP4295876			45007		
	CREDIT MEMO					
	4295878 IDP					
	GBL IDP4295878			2,39071		
	CREDIT MEMO					
	4295876 VISA					
	GBL VI 4295876			21327		
	CREDIT MEMO					
	4295878 VISA					
	GBL VI 4295878			54528		
	TRANSFER					
	TO: 03922/12-06613	4,00000				9810
FEB28	CREDIT MEMO					
	4295876 MC					
	GBL MC 4295876			5128		
	CREDIT MEMO					
	4295878 MC					
	GBL MC 4295878			78775		
	CREDIT MEMO					
	4295876 IDP					
	GBL IDP4295876			79745		
	CREDIT MEMO					
	4295878 IDP					
	GBL IDP4295878			2,51500		
	CREDIT MEMO					
	4295876 VISA					
	GBL VI 4295876			46549		
	CREDIT MEMO					
	4295878 VISA					
	GBL VI 4295878			25054		
	TRANSFER					
	TO: 03922/12-06613	4,90000				
	ACCOUNT FEE	5000				
	PAPER STMT FEE	300				1261
	VOUCHER 0 FINAL TOTALS	118,06041		118,06014		1261

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DANG VARIETY STORE AND GAS BAR AND  
LUCKY RESTAURANT INC.  
591 HIGHWAY 6  
HAMILTON ON L8N 2Z7

Account No. N° de compte 15-02719		Account Type Type de compte CURRENT ACCOUNT		Transit 09052		Statement Date Date du relevé MAR 31, 2014	
Date	Description	Debits Débits		Credits Crédits		Balance Solde	
MAR28	BALANCE FORWARD					3,618.62	
	CREDIT MEMO						
	4295878 VISA						
	GBL VI 4295878			27038			
	DEBIT MEMO						
	money order	3,880.00				900	
MAR31	CREDIT MEMO						
	4295876 MC						
	GBL MC 4295876			7000			
	CREDIT MEMO						
	4295878 MC						
	GBL MC 4295878			26759			
	CREDIT MEMO						
	4295876 IDP						
	GBL IDP4295876			49659			
	CREDIT MEMO						
	4295878 IDP						
	GBL IDP4295878			1,423.10			
	CREDIT MEMO						
	4295876 VISA						
	GBL VI 4295876			2000			
	CREDIT MEMO						
	4295878 VISA						
	GBL VI 4295878			2751.3			
	DEPOSIT 01762						
	WATERDOWN			800.00			
	TRANSFER 01762						
	TO: 03922/12-06613						
	WATERDOWN	3,360.00					
	OVERDRAFT S/C	500					
	ACCOUNT FEE	5000					
	OVERDRAFT INTEREST	12					
	PAPER STMT FEE	300				5671-	
	VOUCHER						
	0 FINAL TOTALS	95,811.00		95,741.68		5671-	

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CAMBRIDGE

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ON N3H 3N4

DANG VARIETY STORE AND GAS BAR AND  
LUCKY RESTAURANT INC.  
591 HIGHWAY 6  
HAMILTON ON LBN 227

Account No. / N° de compte 15-02719		Account Type / Type de compte CURRENT ACCOUNT		Transit 09052		Statement Date / Date du relevé APR 30, 2014	
Date	Description	Debits / Débits		Credits / Crédits		Balance Sober	
APR29	BALANCE FORWARD						1796
APR30	CREDIT MEMO						
	4295876 MC						
	GBL MC 4295876			23698			
	CREDIT MEMO						
	4295876 MC						
	GBL MC 4295878			7100			
	CREDIT MEMO						
	4295876 IDP						
	GBL IDP4295876			94089			
	CREDIT MEMO						
	4295876 IDP						
	GBL IDP4295878			91068			
	CREDIT MEMO						
	4295876 VISA						
	GBL VI 4295876			42775			
	CREDIT MEMO						
	4295876 VISA						
	GBL VI 4295878			14523			
	TRANSFER						
	TO: 03922/12-06613	2,70000					
	ACCOUNT FEE	5000					
	OVERDRAFT INTEREST	13					
	PAPER STMT FEE	300					263
	VOUCHER 0 FINAL TOTALS	101,76061		101,81469			263

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DANG VARIETY STORE AND GAS BAR AND  
LUCKY RESTAURANT INC.  
591 HIGHWAY 6  
HAMILTON ON L8N 2Z7

Account No. N° de compte 15-02719		Account Type Type de compte CURRENT ACCOUNT		Transit 09052		Statement Date Date du relevé MAY 31, 2014	
Date	Description	Debits Débits	Credits Crédits	Balance Solde			
MAY 29	BALANCE FORWARD				23916		
	WITHDRAWAL 01762						
	WATERDOWN	20000					
	DEPOSIT 01762						
	WATERDOWN		8000				
	TRANSFER 01762						
	TO: 03922/12-06613						
	WATERDOWN	6665			5251		
MAY 30	CREDIT MEMO						
	4295876 MC						
	GBL MC 4295876		21529				
	CREDIT MEMO						
	4295878 MC						
	GBL MC 4295878		10895				
	CREDIT MEMO						
	4295876 IDP						
	GBL IDP4295876		1,00026				
	CREDIT MEMO						
	4295878 IDP						
	GBL IDP4295878		1,55637				
	CREDIT MEMO						
	4295876 VISA						
	GBL VI 4295876		47661				
	CREDIT MEMO						
	4295878 VISA						
	GBL VI 4295878		26411				
	TRANSFER						
	TO: 03922/12-06613	3,64200					
	DEPOSIT 01762						
	WATERDOWN		4,00000				
	TRANSFER 01762						
	TO: 03922/12-06613						
	WATERDOWN	4,00000					
	DEPOSIT NOTE FEE						
	\$,620. AT 2.25/1,000.	1939					
	ACCOUNT FEE	5000					
	PAPER STMT FEE	300			3824		
	VOUCHER 0 FINAL TOTALS	138,82103	138,78542		3824		

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DANG VARIETY STORE AND GAS BAR AND  
LUCKY RESTAURANT INC.  
591 HIGHWAY 6  
HAMILTON ON L8N 2Z7

Account No. / N° de compte	Account Type / Type de compte	Transit	Statement Date / Date du relevé	
15-02719	CURRENT ACCOUNT	09052	JUN 30, 2014	
Date	Description	Debits / Débits	Credits / Crédits	Balance / Solde
JUN27	BALANCE FORWARD			3,343.69
	CREDIT MEMO			
	4295878 VISA			
	GBL VI 4295878		321.77	
	TRANSFER 01762			
	TO: 03922/12-06613			
	WATERDOWN	3,600.00		65.46
JUN30	CREDIT MEMO			
	4295876 MC			
	GBL MC 4295876		164.83	
	CREDIT MEMO			
	4295878 MC			
	GBL MC 4295878		380.17	
	CREDIT MEMO			
	4295876 IDP			
	GBL IDP4295876		1,050.27	
	CREDIT MEMO			
	4295878 IDP			
	GBL IDP4295878		1,246.86	
	CREDIT MEMO			
	4295876 VISA			
	GBL VI 4295876		290.57	
	CREDIT MEMO			
	4295878 VISA			
	GBL VI 4295878		428.87	
	TRANSFER 01762			
	TO: 03922/12-06613			
	WATERDOWN	3,400.00		
	WITHDRAWAL 01762			
	WATERDOWN	200.00		
	OVERDRAFT S/C	5.00		
	ACCOUNT FEE	50.00		
	OVERDRAFT INTEREST	.70		
	PAPER STMT FEE	3.00		116.7
	VOUCHER			
	0 FINAL TOTALS	115,152.51	115,179.05	116.7

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DANG VARIETY STORE AND GAS BAR AND  
LUCKY RESTAURANT INC.  
591 HIGHWAY 6  
HAMILTON ON L8N 2Z7

Account No. N° de compte 15-02719		Account Type Type de compte CURRENT ACCOUNT		Transit 09052		Statement Date Date de relevé JUL 31, 2014	
Date	Description	Debits Débits		Credits Crédits		Balance Solde	
JUL 31	BALANCE FORWARD					67126	
	CREDIT MEMO						
	4295876 IDP						
	GBL IDP4295876			78236			
	CREDIT MEMO						
	4295878 IDP						
	GBL IDP4295878			94964			
	CREDIT MEMO						
	4295876 VISA						
	GBL VI 4295876			38935			
	CREDIT MEMO						
	4295878 VISA						
	GBL VI 4295878			1740			
	WITHDRAWAL	2,44650					
	DEPOSIT			5,10500			
	TRANSFER 01762						
	TO: 03922/12-06613						
	WATERDOWN	5,00000					
	TRANSFER						
	TO: 03922/12-06613	46000					
	PRE-AUTH DEBIT						
	ADVANCEIT BUSINESS PAD	12873					
	CORRECTION 09052			12873			
	NSF CHARGE 09052	4500					
	DEPOSIT NOTE FEE						
	595. AT 2.25/1,000.	133					
	ACCOUNT FEE	5000					
	OVERDRAFT INTEREST	10					
	PAPER STMT FEE	300				9092	
	VOUCHER 0 FINAL TOTALS	96,76010		96,68085		9092	

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DANG VARIETY STORE AND GAS BAR AND  
LUCKY RESTAURANT INC.  
591 HIGHWAY 6  
HAMILTON ON L8N 2Z7

Account No. N° de compte 15-02719		Account Type Type de compte CURRENT ACCOUNT		Transit 09052	Statement Date Date du relevé AUG 31, 2014	
Date	Description	Debits Débits		Credits Crédits		Balance Solde
AUG27	BALANCE FORWARD					1,127.15
	CREDIT MEMO					
	4295878 IDP					
	GBL IDP4295878			679.76		
	CREDIT MEMO					
	4295876 VISA					
	GBL VI 4295876			380.50		
	CREDIT MEMO					
	4295878 VISA					
	GBL VI 4295878			328.25		
	DEPOSIT 01762					
	WATERDOWN					
	TRANSFER 01762					
	TO: 03922/12-06613					
	WATERDOWN					
	DEBIT MEMO	3,475.00				
	4295876 AMEX					
	GBL AX 4295876		08			
	DEBIT MEMO					
	4295878 AMEX					
	GBL AX 4295878		08			50
AUG28	DEPOSIT 01762					
	WATERDOWN					
	DEPOSIT			1,040.00		
	TRANSFER					
	TO: 03922/12-06613					
	WATERDOWN	3,870.00				200.50
AUG29	CREDIT MEMO					
	4295876 MC					
	GBL MC 4295876			175.13		
	CREDIT MEMO					
	4295878 MC					
	GBL MC 4295878			344.24		
	CREDIT MEMO					
	4295876 IDP					
	GBL IDP4295876			307.26		
	CREDIT MEMO					
	4295878 IDP					
	GBL IDP4295878			1,096.65		
	CREDIT MEMO					
	4295876 VISA					
	GBL VI 4295876			272.66		
	CREDIT MEMO					
	4295878 VISA					
	GBL VI 4295878			435.67		
	TRANSFER 01762					
	TO: 03922/12-06613					
	WATERDOWN					
	WITHDRAWAL 01762	1,500.00				
	WATERDOWN					
	MISC PAYMENT					
	PNE Corporation					
	CORRECTION 09052	1,431.93				
	OVERDRAFT S/C		500		1,431.93	
	ACCOUNT FEE		5000			
	OVERDRAFT INTEREST		69			
	PAPER STMT FEE		300			173.48
	VOUCHER					
	0 FINAL TOTALS	61,789.58		62,053.98		173.48

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DANG VARIETY STORE AND GAS BAR AND  
LUCKY RESTAURANT INC.  
591 HIGHWAY 6  
HAMILTON ON L8N 2Z7

Account No. /# de compte 15-02719		Account Type /Type de compte CURRENT ACCOUNT		Transit 09052		Statement Date /Date du relevé SEP 30, 2014	
Date	Description	Debits /Débits	Credits /Crédits	Balance /Solde			
SEP 30	BALANCE FORWARD				1,469.99		
	CREDIT MEMO						
	4295878 VISA						
	GBL VI 4295878		181.17				
	CREDIT MEMO						
	4295876 MC						
	GBL MC 4295876		267.40				
	CREDIT MEMO						
	4295878 MC						
	GBL MC 4295878		183.22				
	CREDIT MEMO						
	4295876 IDP						
	GBL IDP4295876		82.48				
	CREDIT MEMO						
	4295878 IDP						
	GBL IDP4295878		657.32				
	CREDIT MEMO						
	4295876 VISA						
	GBL VI 4295876		121.90				
	CREDIT MEMO						
	4295878 VISA						
	GBL VI 4295878		256.48				
	DEBIT MEMO						
	money order	4,160.00					
	DEBIT MEMO						
	4295876 AMEX						
	GBL AX 4295876		08				
	DEPOSIT NOTE FEE						
	1,750. AT 2.25/1,000.		393				
	ACCOUNT FEE		50.00				
	OVERDRAFT INTEREST		02				
	PAPER STMT FEE		300		5471		
	VOUCHER 0 FINAL TOTALS	92,460.65	92,232.46		5471		

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DANG VARIETY STORE AND GAS BAR AND  
LUCKY RESTAURANT INC.  
591 HIGHWAY 6  
HAMILTON ON L8N 2Z7

Account No. N° de compte 15-02719	Account Type Type de compte CURRENT ACCOUNT	Transit 09052	Statement Date Date du relevé OCT 31, 2014	
Date	Description	Debits Débits	Credits Crédits	Balance Solde
OCT22	BALANCE FORWARD			19320
	CREDIT MEMO			
	4295878 MC			
	GBL MC 4295878		8975	
	CREDIT MEMO			
	4295876 IDP			
	GBL IDP4295876		68201	
	CREDIT MEMO			
	4295878 IDP			
	GBL IDP4295878		68738	
	CREDIT MEMO			
	4295876 VISA			
	GBL VI 4295876		20158	
	CREDIT MEMO			
	4295878 VISA			
	GBL VI 4295878		9257	
	TRANSFER			
	TO: 09052/17-02319	1,90000		
	DEBIT MEMO			
	4295876 AMEX			
	GBL AX 4295876	04		
	DEBIT MEMO			
	4295878 AMEX			
	GBL AX 4295878	04		4641
OCT31	ACCOUNT FEE	5000		
	OVERDRAFT INTEREST	04		
	PAPER STMT FEE	300		663
	VOUCHER 0 FINAL TOTALS	80,56366	80,61174	663

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First Source Mortgage Corporation

Applicant

-and-

DANG VARIETY STORE AND GAS BAR AND LUCKY  
RESTAURANT INC.

Respondent

Court File No. C-585-16

**ONTARIO**

**SUPERIOR COURT OF JUSTICE  
PROCEEDING COMMENCED AT  
KITCHENER**

**APPLICATION RECORD**

**PALIARE ROLAND ROSENBERG ROTHSTEIN LLP**

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