

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

IN THE MATTER OF THE RECEIVERSHIP OF
CRATE MARINE SALES LIMITED, F.S. CRATE & SONS LIMITED,
1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED,
1282648 ONTARIO LIMITED, 1382415 ONTARIO LTD., and 1382416 ONTARIO LTD.

**SUPPLEMENTARY MOTION RECORD OF THE RECEIVER
(Motion Returnable May 5, 2015
for Advice and Directions)**

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Lawyers for A. Farber & Partners Inc. in its capacity as the Court
appointed Receiver of Crate Marine Sales Limited, F.S. Crate &
Sons Limited, 1330732 Ontario Limited, 1323559 Ontario
Limited and 1282648 Ontario Limited

TO: THE SERVICE LIST

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TAB 1

Commercial List File No. CV-14-10798-00CL

**ONTARIO
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IN THE MATTER OF THE RECEIVERSHIP OF
CRATE MARINE SALES LIMITED, F.S. CRATE & SONS LIMITED,
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1282648 ONTARIO LIMITED, 1382415 ONTARIO LTD., and 1382416 ONTARIO LTD.

**SUPPLEMENTARY REPORT TO THE
EIGHTH REPORT OF THE RECEIVER**

APRIL 23, 2015

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“B” CBI bank statements for September, 2014 to January, 2015

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

IN THE MATTER OF THE RECEIVERSHIP OF
CRATE MARINE SALES LIMITED, F.S. CRATE & SONS LIMITED,
1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED,
1282648 ONTARIO LIMITED, 1382415 ONTARIO LTD., and 1382416 ONTARIO LTD.

**SUPPLEMENTARY REPORT TO THE
EIGHTH REPORT OF THE RECEIVER**

APRIL 23, 2015

A. Farber & Partners Inc., in its capacity as the Court appointed Receiver (the “**Receiver**”) of Crate Marine Sales Limited (“**CMS**”), F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited 1282648 Ontario Limited 1382415 Ontario Ltd., and 1382416 Ontario Ltd. (collectively the “**Companies**”), hereby reports to the Court as follows:

PURPOSE OF THIS REPORT

1. All capitalized terms have the meaning given to them in the Eighth Report of the Receiver dated April 14, 2015 (the “**Eighth Report**”).
2. This report (the “**Supplementary Report**”) is to supplement the Eighth Report and provides an update of certain documents that came to the Receiver’s attention after the execution of the Eighth Report on April 14, 2015 and may be relevant to the motion for advice and directions that the Receiver has brought in respect of the Lift.

LIMITATION OF REVIEW

3. A. Farber & Partners Inc. in its capacities as Receiver and Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the documents described below that come from the records of CMS or CBI in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Accountants Handbook. It has prepared this Supplementary Report for the sole use of the Court and of the other stakeholders in these proceedings.

FURTHER RECORDS LOCATED

4. On or about April 17, 2015 Crawmet asked that the Receiver advise if there was a file that had been held by CMS that Crawmet could review. Crawmet in particular asked that the Receiver review the available records of the Companies regarding the Lift to determine if there were any other records, including in any and all notes, emails, documents etc. that relate to the lease of the Lift, the establishment of the lease rate, and whether there is a guarantee or agreement to pay any deficiency on sale.

5. The Receiver did not believe that there were any further records relevant to the issues raised in the Eighth Report other than those appended to the Eighth Report (some of which came from 188). Upon review, the Receiver determined that there was in fact a file that had been maintained by CMS that it had not seen. A copy of that file is attached as **Appendix "A"**. A copy of that file was provided by e-mail to counsel for Crawmet on April 20, 2015.

6. Crawmet also requested of the Receiver whether it had reviewed the e-mails and other electronic records of the Companies in connection with the Lift, or could do so. The Receiver has not done a comprehensive review of those electronic sources and is not easily or economically able to do so, because the records were scattered across many different workstations that have not necessarily been maintained since appointment of the Receiver. While the Receiver did arrange for the electronic records to be preserved (in its capacity as Interim Receiver prior to December 8, 2014), that data has been safeguarded by the Receiver's agent, Froese Forensic, and a review of that data for such records would cost thousands if not tens of thousands of dollars and would require several weeks. The Receiver considers that

level of expense and allocation of time to be disproportionate to the issues on the motion for directions regarding the Lift and has accordingly not done so.

COMMENTS FROM 188 REGARDING DOCUMENTS PROVIDED

7. 188 has delivered a further affidavit of Mr. Omar Abdelati sworn April 16, 2015.

8. In that affidavit Mr. Abdelati, among other things, suggests that the Receiver has provided “selective information” with respect to e-mail correspondence between CBI and CMS regarding a request for funds on August 29, 2014 as attached as Appendix “H” to the Eighth Report.

9. As indicated above, the Receiver has not conducted a general review of the electronic records of the Companies and does not intend to do so. The August 29, 2014 e-mail in question was provided to the Receiver by Kris Nicholson, the former controller of CMS, when the Receiver inquired about the arrangements between CMS and CBI at the time that the Lease for the Lift is said by 188 to have been terminated. Selective or not, that is what was provided to the Receiver.

10. In his affidavit, Mr. Abdelati also suggests that the Receiver has “very selectively” identified records and transactions that the Receiver commented on in the Eighth Report in relation to the Lift, the Lease and the arrangements that appear to have been in place between CMS and CBI about the payments for the Lift. The Receiver has attempted to be very clear about the records and information with which it has been provided and that the transactions between CMS and CBI were not the only transactions in which CBI was engaged.

11. Although the Receiver has not appended the CBI general ledger statements that it was provided (due to concerns of size seeing as each such monthly statement appears to be in excess of 150 pages and there are six months’ of statements) the Receiver believes that it needs to make it absolutely clear that should Mr. Abdelati or 188 wish access to the CBI records, those can be e-mailed quite easily.

12. In light of the comments of Mr. Abdelati, the Receiver wishes to emphasize that the Receiver does not consider that it is its function to restrict access to information that 188 or

Crawmet may wish to get. Subject to reasonability and expense, the Receiver is prepared to respond to requests that either Crawmet or 188 may make. In particular, if there is information about CBI that is not yet in the possession of the Receiver, it is prepared to ask for it from CBI (via Ryan Crate, who has been quite cooperative and who has also provided an affidavit for 188 on this motion).

13. Subsequent to the Eighth Report, Ryan Crate also provided (through his counsel) copies of what are described as CBI's bank statements from September, 2014 to January, 2015. Copies of those statements are attached as **Appendix "B"**.

All of which is respectfully submitted this 23rd day of April, 2015.

**A. FARBER & PARTNERS INC.
COURT-APPOINTED RECEIVER OF CRATE MARINE SALES LIMITED, F.S.
CRATE & SONS LIMITED, 1330732 ONTARIO LIMITED, 1328559 ONTARIO
LIMITED, 1282648 ONTARIO LIMITED, 1382415 ONTARIO LTD., and 1382416
ONTARIO LTD.**



Per: Stuart Mitchell
Senior Vice President

TAB A

EQUIPMENT LEASE

1889863
950
443110-81

CONTRACT No. 1199

LESSOR INFORMATION
Lessor Name: 1889863 Ontario Inc.

385530.01

LESSEE INFORMATION

Lessee's Name: Crate Marine Sales Limited
Lessee Address: 290 The Queensway South Keswick, ON L4P 2B3

57580.00

Acct # 9716
cost 443110-81

LEASE DETAILS

Vendor's Name: Canadian Marine Lift Service
Vendor's Address: 210 Silverstar Blvd. Toronto, ON M1V 5J9

AP 2162329

Equipment Description: 1 New Lift 50 BFM II S/N 3495-0713
Lease Term: 48 Months, paid in advance monthly

Assumed Price: First and last month's rent in the amount of \$16,000.00 is due on signing of this Lease.
\$385,530.01 (\$341,177.00 + \$44,353.01 = \$385,530.01)

The Lessee is to transfer ownership of a 2013 Regal 24 Fast Deck Serial Number RGMGF219K213 to the Lessor in lieu of payment of \$50,000.00. The assumed price is therefore reduced by the said \$50,000.00 to \$335,530.01.

Net Rental: ¹⁸⁰ \$7,079.65/Month HST: \$920.35 Total Rental Payment: \$8,000.00. *Payment of \$50,000.00 will be paid no later than Sep 30, 2014 or earlier if boat sold by Crate Marine Sales.*

Purchase Option: The Lessee shall have an option to purchase the equipment on the one year anniversary of the Lease on July 29, 2014 for the option purchase price of \$273,400.00.

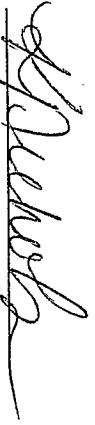
At the end of the term of 48 months, the residual/option purchase price is \$57,580.00.

Payment Form: Pre-authorized payments or post-dated cheques

This Agreement to Lease (the "lease") the above equipment on the terms set forth herein is for valuable consideration entered into by the Lessor and the Lessee effective upon on signing below. This Agreement to Lease includes terms on the attached pages. The Lessee confirms by such signature that it has read, understands and agrees to such terms.

Dated at Keswick this 27 day of 27 July, 2013


1889863 Ontario Inc. (Lessor)


Witness

Per: 
Name:

Title:
I have the authority to bind the corporation

Crate Marine Sales Limited (Lessee)


Witness

Per: 
Name:

Title:
I have the authority to bind the corporation

right of use described in this Lease; Lessee shall not allow the Equipment to become subject to any Encumbrance in favour of any person, unless caused by Lessor. Lessee shall at its expense maintain markings required by Lessor on the Equipment to identify the Equipment as Lessor's property.

6. Net Lease: 6.1 - Lessee shall bear the entire risk of loss, damage, destruction, theft or governmental taking of the Equipment or any part thereof (any such case being a "Loss"), regardless of whether it is caused by any default or neglect of Lessee. No Loss shall relieve Lessee of its obligations under this Lease. Lessee shall immediately notify Lessor of any Loss and shall repair or replace the Equipment, subject to the Loss.

6.2 ALL COSTS RELATING TO THE EQUIPMENT'S OWNERSHIP, USE, MAINTENANCE, POSSESSION OR DISPOSAL SHALL BE BORNE BY LESSEE, including all Taxes and all charges, licensing costs or fines arising in connection with the ownership or use of the Equipment. The Rentals and other amounts payable hereunder shall be absolutely net to Lessor, free of all expenses, deductions, Taxes, costs or outgoings of any kind whatsoever. If Lessee fails to perform any obligation hereunder, including its obligation to maintain adequate insurance coverage, Lessor may, as Lessee's lawful attorney or otherwise, do so on Lessee's behalf (including procuring insurance to protect Lessor's, but not Lessee's, interests), and Lessee shall immediately indemnify Lessor upon Lessor's request therefor for its costs of doing so, plus interest thereon until Lessor is compensated in full.

6.3 - Lessee shall pay all Taxes and, as required by law, file all Tax returns. Lessor is, unless otherwise required by applicable law or accounting principles, exclusively entitled to the benefit of depreciation, tax allowances, capital cost allowance, investment tax credits or other analogous claims arising from ownership of the Equipment.

6.4 - Lessee indemnifies Lessor and shall protect Lessor against all loss, costs, liabilities, damages, claims, legal proceedings and expenses arising in connection with: this Lease (including any out-of-pocket costs or fees associated with security searches, registrations, amendments and discharges and with Equipment appraisals and credit verifications); the Purchase Documents; any Supporting Agreement; the Equipment; the manufacture, selection, purchase, ownership, delivery, installation, possession, use, maintenance, loss, disposal or return of the Equipment; Taxes; the Equipment's infringement of any patent, industrial or intellectual property right; any Default; or the exercise by Lessor of its rights hereunder.

6.5 If, according to applicable law, the Equipment or its operator requires licensing or registration in any jurisdiction, Lessee shall, at its cost, comply with such licensing or registration requirements and shall immediately provide evidence thereof to Lessor (including original registration documents where available). Such licensing or registration shall show, to the extent permitted by applicable law: (A) Lessor as owner, and (B) Lessee as having care and control of the Equipment as lessee and, if Lessee is an individual, as Equipment operator. If Lessee is not an individual and the Equipment is to be operated by licensed individuals, Lessee shall advise Lessor of the name and address of its employees who will be Equipment operators) and shall give Lessor advance written notice of any change to such information. Lessee shall ensure that Equipment operators are duly licensed, competent to operate such Equipment and covered by Lessee's insurance coverage arranged pursuant to Section 7. If Lessor notifies Lessee that an operator is using Equipment in an unacceptable manner, Lessee shall immediately cause such person to cease operating such Equipment.

7. Insurance: Lessee shall, at its expense, maintain with insurers and on terms and conditions acceptable to Lessor:

(a) Comprehensive all risks, full replacement value property loss insurance on the Equipment with (i) loss payable to Lessor as first payee and, if Lessor requests, with Lessor named as an additional insured, and (ii) a waiver of subrogation in favour of Lessor; and
(b) General public liability and third party property damage insurance (in the case of vehicles, under a standard form automobile insurance policy and any "no fault" coverage required by applicable law) with limits of liability equal to at least \$2,000,000 per occurrence (or such greater amount as Lessor may require from time to time), exclusive of interest and costs and regardless of the number of claims arising from any one accident, and such insurance shall: (i) extend to all liabilities of Lessee

arising out of its or its agents use or possession of Equipment or out of Lessor's ownership of Equipment, (ii) include Lessor as additional insured, and (iii) include a cross-liability provision insuring each insured as if a separate policy had been issued.

Such insurance shall provide that: (A) evidence of renewal shall be provided to Lessor and thirty days written notice shall be given to Lessor before a policy expiration, alteration or cancellation; (B) coverage shall be primary and not contributory; and (C) Lessor's interest as additional insured shall not be adversely affected by any act or omission of Lessee or its agents. Lessee shall supply Lessor with evidence of satisfaction of these insurance covenants prior to delivery of the Equipment and thereafter upon request by Lessor. If Equipment is, in Lessor's reasonable opinion, an actual or constructive total loss, Lessor shall be entitled to retain its Liquidated Damages from the insurance proceeds and, if such proceeds are less than the Liquidated Damages, to recover any shortfall from Lessee. Lessee appoints Lessor as its attorney for the purpose of endorsing and negotiating all instruments payable to Lessee and executing all documents relating to the Loss of Equipment.

8. End of Lease: At the end of the Term (including any renewal), unless Lessee has purchased the Equipment pursuant to a Section 10 Purchase Option, Lessee shall give Lessor thirty (30) days prior written notice of its intent to return the Equipment and shall, at Lessee's risk and expense: (A) if Lessor requests, store (but not use) the Equipment for up to ninety (90) days until Lessor requests delivery of the Equipment; (B) return the Equipment to Lessor at the place in Canada specified by Lessor; or (C) if requested by Lessor, dispose of the Equipment in compliance with applicable law and as Lessor may direct. Returned Equipment shall be in good repair, condition and working order, normal wear and tear excepted. If Lessee at any time fails to give such notice or to return or purchase the Equipment as and when required, Lessee by such failure requests a renewal of this Lease for one (1) month and Lessor may, in its discretion: (i) demand the return of the Equipment pursuant to this Section and exercise its other rights hereunder; or (ii) accept such renewal request, including acceptance by Lessor continuing to withdraw Rentals by pre-authorized payment. This Lease (including this Section and the renewal provision herein) and Lessee's Lease obligations (including the obligation to pay Rentals as set forth herein) continue during any such renewal. If Lessee fails to return the Equipment as required hereunder Lessor may, without notice to Lessee or resort to legal process, take possession of the Equipment and, as Lessee's agent, enter any premises where the Equipment is located to remove or disable the Equipment.

9. Defaults: 9.1 - Each of the following is a default by Lessee (a "Default"):

- (a) failure to pay any Rental or other amount due hereunder within 10 days of its due date; or
- (b) failure to perform any obligation hereunder; or
- (c) a default under any other agreement between Lessor and Lessee or under any agreement between Lessee and any other financier; or
- (d) any representation or warranty made by Lessee herein or in respect of this Lease is incorrect or misleading; or
- (e) the value of Lessor's interest in the Equipment is materially impaired due to Loss; or
- (f) Lessee makes an assignment for the benefit of its creditors; is insolvent; commits an act of bankruptcy; takes any action to wind-up or dissolve, ceases or threatens to cease to do business as a going concern, amalgamates, is subject to a direct or indirect change in control or seeks any arrangement with its creditors; or
- (g) any proceeding in bankruptcy, receivership, winding-up, dissolution, liquidation or insolvency is commenced by or against Lessee or its property; or
- (h) Lessor in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance by Lessee under this Lease is or is about to be impaired or the Equipment is or is about to be placed in jeopardy; or
- (i) any guarantor of Lessee's obligations hereunder disputes or seeks to determine or terminate its guarantee of Lessee's obligations or becomes subject to any of the events in clauses (f) or (g) above; or

(l) In the opinion of Lessor, acting reasonably, there has occurred a material adverse change in the business or financial condition of the Lessee or any Guarantor.

9.2 - Upon Default, in addition to Lessor's other rights under this Lease and at law or equity:

(a) Lessee shall pay to Lessor as liquidated damages; and not as a penalty, an amount (the "Liquidated Damages") equal to the sum of:

(i) All amounts then due and unpaid, including Rentals and interest; and

(ii) The present value (calculated using a discount rate of three percent (3%) per annum, compounded monthly) of the remaining Rentals and all other amounts which are scheduled to be paid during the Term (including renewals then in effect); and

(iii) If Lessor is unable to remarket Equipment for the full amount of its unrecovered residual investment, a sum equal to Lessor's then-current residual investment in the Equipment, less the net remarketing or insurance proceeds actually received by Lessor (if any); and

(iv) any Enforcement Costs; and

(v) interest thereon pursuant to Section 3.3; if the Liquidated Damages include any Taxes, the Liquidated Damages shall be increased to ensure that the net amount of the Liquidated Damages retained by Lessor after remitting all Taxes will be equal to the amount calculated above;

(b) upon Lessor's demand, Lessee shall, at Lessee's expense, return the Equipment to Lessor pursuant to Section 8;

(c) Lessor may, immediately and without notice to Lessee or resort to legal process, take possession of or disable the Equipment pursuant to Section 8;

(d) the rights of Lessee in respect of the Equipment shall cease and terminate absolutely; and

(e) Lessor may, by notice in writing, terminate this Lease.

All rights of Lessor, either under this Lease or at law or equity, are cumulative and not alternative and shall not be extinguished by or merged into any legal proceeding or judgment. Lessor's costs and expenses due to a Default ("Enforcement Costs") (including costs due to collection, legal fees, repossession, Equipment repair, rights enforcement, Equipment disposition and other realization costs) shall be paid by Lessee, with interest, upon demand. After a Default, Lessor may sell, re-lease or otherwise dispose of Equipment at public or private sale with or without notice to Lessee and upon such terms and in such manner as Lessor may determine. Lessee shall be liable for any deficiency after the disposition proceeds are applied to the Liquidated Damages. To the extent permitted by law, LESSEE WAIVES THE BENEFIT OF ALL LAWS WHICH WOULD LIMIT LESSOR'S RIGHTS UNDER THIS LEASE, including Lessee's rights under conditional sales, credit and other similar statutes such as The Limitation of Civil Rights Act, Saskatchewan, as amended.

10. Purchase Option: Provided no Default exists, the Purchase Option set forth in the Lease Details, if any, may be exercised by the Lessee giving Lessor written notice sixty (60) days prior to the Option Date of its election to exercise such option. After giving such notice Lessee shall pay Lessor the Option Price, plus Taxes, at least thirty (30) days before the Option Date. After such notice and payment, provided no Default exists, Lessee shall acquire Lessor's interest in the Equipment on the Option Date on an "as is, where is" basis, without any condition, representation or warranty by Lessor of any kind whatsoever except that the Lessee acquires such interest from Lessor free of Encumbrances caused by Lessor.

11. Warranties: Lessor warrants that it is entitled to enter into this Lease. Lessee represents, warrants and covenants (and acknowledges Lessor's reliance thereon and that such representations, warranties and covenants shall survive without time limit) that: (A) its full legal name is set forth above and, if a body corporate, it is and will continue to be validly incorporated and organized; (B) it has all necessary power and authority to own its property and carry on its business and to execute, deliver and perform this Lease, each such action (i) having been duly authorized; (ii) not being in conflict with any law, the constituting documents, resolutions or by-laws of Lessee or any agreement to which it is a party; and (iii) not creating any Encumbrance on the Equipment; (C) this Lease is and will continue to be a legal, valid and binding obligation of Lessee, enforceable against it and effective against its creditors in accordance with its terms; and (D) there are no pending or threatened proceedings against Lessee before any court or other tribunal unless disclosed to Lessor in writing; and

(E) Lessee's financial information is prepared in accordance with generally accepted accounting principles and Lessee has made full disclosure to Lessor of all material facts related to its financial well being, business and affairs. Lessor does not warrant or represent as to the suitability, durability, quality or condition of the Equipment. Warranties or representations by Lessor or any other person do not, unless explicitly set forth herein, form part of this Lease or lessen Lessee's obligations hereunder. Lessor hereby assigns to Lessee, until Default or return of Equipment, the benefit of all assignable warranties, guarantees, service contracts and licenses given by any person to Lessor in respect of the Equipment ("Equipment Rights") and agrees that Lessee may, at Lessee's expense, enforce (but not waive or amend) such Equipment Rights during the term of such assignment; upon Equipment return or a Default, Lessee hereby immediately reassigns all Equipment Rights to Lessor. LESSEE IS NOT LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE, DIRECT, INDIRECT OR CONSEQUENTIAL, CAUSED BY: THE EQUIPMENT, THE USE, MAINTENANCE OR POSSESSION THEREOF; THE INADEQUACY OF THE EQUIPMENT RIGHTS; OR ANY EQUIPMENT FAILURE.

12. Assignment: Lessee shall not sublet or give up possession or control of the Equipment or permit its use by any person other than Lessee or competent employees of Lessee. This Lease shall not be assigned by the Lessee and no such assignment shall release Lessee. Lessor may, in whole or in part, assign this Lease, or may enter into this Lease as agent, for an undisclosed principal, without notice to or the consent of Lessee; such an assignee or principal shall be entitled, to all of Lessor's rights hereunder and such an assignee shall be entitled to enforce this Lease free of any claims, defenses, rights of set-off or other equities existing between Lessor and Lessee, if Lessor makes a partial assignment or is acting as agent, Lessor and its principal or partial assignee shall jointly and, as their interests may appear, severally have rights under this Lease. Lessee waives signification of the act of assignment and delivery of a copy of the assignment.

13. Administration: Subject to applicable law, Lessee authorizes Lessor to conduct a credit investigation of Lessee including making inquiries with its Bank and other persons. Lessee authorizes and directs such persons to answer Lessor's inquiries. Lessee shall provide Lessor with annual financial statements within 150 days after the end of each financial year (which have been reviewed or audited by an independent qualified professional accountant) and such other financial information as Lessor may reasonably request from time to time. Lessor may provide information about this Lease to any person. Lessee agrees to do all things required by Lessor to give effect to or to better evidence this Lease. Lessor may for change Lessee such fees as it generally establishes from time to time for the administration of leases. Lessee shall immediately notify Lessor in writing of any change in Lessee's name and of any change in Lessee's Lease Details address. Any notice must be in writing and shall be given by delivery, first class prepaid mail or by facsimile to, in any case, the applicable address first noted above (or to such other address specified by notice). Deemed receipt of notices shall occur on the business day first following the date it is delivered or sent by facsimile transmission or, if sent by mail, provided there is no interruption in postal services, on the fifth business day after mailing. Lessee acknowledges receipt of a copy of this Lease, confirms that Lessor may make all security registrations or filings it deems necessary or desirable in connection with this Lease and waives, to the extent permitted by law, its right to receive copies of financing statements, notices or filings made by Lessor in connection with this Lease.

14. Personal Information: If an individual, Lessee (i) acknowledges receipt of a copy of the Lessor Privacy Code, (ii) hereby confirms that he/she understands the reasons for the collection, use and disclosure of his/her personal information and (iii) consents to the collection, use and disclosure of his/her personal information as indicated in the Lessor Privacy Code, as amended from time to time. Lessee further, specifically, acknowledges that Lessor may assign this Lease in whole or part from time to time and that he/she expressly agrees and consents that any personal information collected may be disclosed to and used by any such proposed assignee or the bankers or funders of Lessor.

14.9) If a corporation or other legal entity, Lessee specifically acknowledges that Lessor may assign this Lease in whole or part from time to time and that it expressly agrees and consents that any information

collected may be disclosed to and used by any such proposed assignee or the bankers or funders of Lessor.

15. Definitions: Terms used in the Lessee Information or Lease Details have, when used in these Lease Terms with an initial capital letter, the meaning given to such term in the Lessee Information or Lease Details. In this Lease: "including" means "including without limitation"; "Encumbrance" means any claim, lien, charge, encumbrance, levy, security interest, mortgage, hypothec, pledge, hypothecation, seizure, first, attachment, execution, judicial process, ownership interest, license or leasehold interest, including any claim by a landlord or mortgagee that an asset has become a fixture; "Taxes" includes all taxes, imposts, levies, fees, duties and charges now or hereafter imposed by any taxation authority on Lessee, the Equipment or the purchase, sale, ownership, delivery, possession, use, maintenance, operation or lease of the Equipment or on Lessor in respect of any of the foregoing (including sales, excise, use, property, capital, business, transfer, goods and services and value added taxes and penalties or interest on Taxes), excluding taxes on Lessor's net income; and "Fair Market Value" means the delivered and installed, all-inclusive, purchase price for equipment in good repair in a sale between an arms length purchaser buying for its own use and a seller, dealing in such equipment in the ordinary course of its business, as such purchase price is determined by Lessor acting reasonably.

16. Interpretation: This Lease constitutes the entire agreement between Lessor and Lessee with respect to its subject matter. Amendments to this Lease must be in writing, reference this Lease and be signed by Lessee and Lessor. Lessee acknowledges that the Vendor and any brokers and other financial intermediaries involved in arranging this Lease are independent contractors and are not agents of Lessor or authorized to enter into agreements, amendments or waivers on Lessor's behalf. This Lease shall be interpreted according to the laws of, and the parties submit to the non-exclusive jurisdiction of the courts of, the Province of Ontario. The parties exclude the application of the UNIDROIT Convention on International Financial Leasing (Ottawa, 1988). The singular shall include all genders. Time is of the essence. Headings are only for convenience and do not affect interpretation. This Lease shall ensure to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, permitted assigns and legal representatives. Any provision of this Lease not permitted by applicable law shall be ineffective and severed herefrom without invalidating the remaining provisions of this Lease. Failure by Lessor to exercise any right will not waive such right. Waiver of a Default is not a waiver of any other Default. All waivers must be in writing

and signed by an authorized representative. All unperformed obligations of Lessee which, by their nature, are not released by the termination of this Lease (including those under sections 4, 5, 8 and 9) and the rights of Lessor hereunder shall survive the termination of this Lease.

17. Language: The parties hereby acknowledge that they have required to be entered into or given pursuant hereto, to be drawn up in the English language only. Les parties reconnaissent avoir demande que le present contrat ainsi que toute autre entente ou avis requis ou permis etre concu ou donne en vertu des dispositions du present contrat, soient rediges en langue anglaise seulement.

18. Joint and Several Liability: If more than one person executes this Lease, as Lessee, their obligations hereunder shall be joint and several and, in the Province of Quebec, solidary without benefit of division or discussion.

19. Additional Equipment: Lessee may from time to time agree to lease additional equipment pursuant to these Lease Terms and each such agreement shall be evidenced by a written schedule (a "Lease Schedule") incorporating by reference the Lease Terms set forth herein, signed by Lessee and Lessor and setting forth the particulars of such equipment lease transaction, including the matters addressed by the above Lease Details. These Lease Terms shall apply, mutatis mutandis, to the transaction specified in such Lease Schedule; these Lease Terms and each such Lease Schedule shall constitute a separate Lease and the entire agreement with respect to that transaction, shall be separately assignable and enforceable, shall be deemed to be a "Lease" to which these Lease Terms refer and shall not be affected by the amendment, termination or expiry of any other Lease made pursuant to these Lease Terms. The terms of any Lease Schedule evidencing a specific transaction shall prevail over these Lease Terms and the above Lessee Information to the extent of any conflict or inconsistency but only in respect of that transaction.

20. Additional Collateral Security: As a general and continuing collateral security for the payment and performance of all present and future debts, obligations and liabilities of the Lessee to Lessor from time to time, the Lessee hereby grants a continuing security interest in, and charges and hypothecates all its right, title and interest in and to all present and future equipment and assets with respect to which Lessor has provided or may provide any value (including without restriction, for its acquisitions, lease, use, operation or otherwise) together with all proceeds thereof of whatever nature and kind howsoever arising.

LEASE TERMS

1. Lessor leases to Lessee, and Lessee leases from Lessor, the equipment described in the Lease Details (including any attachments, accessories, tangible or intangible (including software), now and hereafter relating thereto or affixed thereto and including any documentation, manuals or information provided in connection therewith), (collectively the "Equipment"), THIS LEASE CANNOT BE CANCELLED OR PREPARED BY LESSEE. Lessee has not purchased the Equipment. Lessee irrevocably requests Lessor, as Lessor deems appropriate, to issue a purchaser order, to enter into an agreement or to accept Vendor's invoice (any such document being a "Purchase Document"), or to otherwise acquire the Equipment, for the purpose of leasing it to Lessee. Lessee irrevocably offers to assign to Lessor its rights under any license or software, information or documentation related to the Equipment, and under any agreement or warranty relating to the installation, maintenance or performance of the Equipment (any such license, agreement or warranty being a "Supporting Agreement"). Lessee is permitted to assign such rights to Lessor. LESSEE HAS PERSONALLY SELECTED THE EQUIPMENT AND LESSOR HAS ACQUIRED THE EQUIPMENT AT LESSEE'S REQUEST FOR THE SOLE PURPOSE OF LEASING IT. HEREUNDER, LESSEE IS RESPONSIBLE FOR THE SUITABILITY OF THE EQUIPMENT AND ITS INSTALLATION AND DELIVERY; THE FAILURE OF THE EQUIPMENT TO OPERATE OR TO CONFORM TO LESSEE'S REQUIREMENTS SHALL NOT LESSEN LESSEE'S OBLIGATIONS HEREUNDER. Except for Lessor's obligation to pay Vendor for the Equipment if (but only if) the Lease Term commences, Lessee shall perform the purchaser's obligations under any Purchase Document and Supporting Agreement. Any information in the Vendor's invoice, the Purchase Document or in licensing information related to the Equipment may, in Lessor's discretion, be used to complete or augment the above Equipment description.

2. **Commencement:** This Lease is binding upon each party upon execution. This Lease's original term (the "Term") commences on the Start Date stated in the Delivery and Acceptance Certificate ("D&A") signed (or deemed to be signed) by Lessee and bearing the same Contract No. The Term ends on the corresponding day of the month following the number of months indicated as the "Term" in the Lease Details or, if later, following the last renewal made pursuant to Section 8. Upon delivery and, if applicable, installation of the Equipment, Lessee shall execute and deliver to Lessor a D&A in form provided by Lessor. If Lessee fails to do so, Lessor may, by notice in writing, deem the D&A to have been executed and the Start Date to have occurred on the date the Vendor states it completed Equipment delivery. Lessor may note the Start Date on the first page of this Lease and such notation shall, barring manifest error, be conclusive.

3. **Payments:** 3.1 During the Term Lessee shall, without notice or request, pay Lessor the total number of Rentals set forth in the Lease Details, plus any renewal Rentals. Rentals are payable, in advance, with the payment frequency noted in the Lease Details to Lessor at, until notice from Lessor, the address indicated above as follows: (A) first Rental upon Lessee's execution hereof (such first Rental being non-refundable unless Lessor elects not to proceed with this Lease and Lessee is not in Default) and (B), after the period covered by such first Rental, subsequent Rentals throughout the Term on the first, fifth, tenth, fifteenth or twentieth day of such period, whichever is closer to the Start Date. Amounts paid by Lessee prior to Term commencement which are in excess of such first Rental shall be credited towards Lessee's final Rental(s) in reverse order of occurrence, without interest. LESSEE'S OBLIGATION TO PAY ALL RENTALS AND OTHER AMOUNTS DUE UNDER THIS LEASE IS ABSOLUTE AND UNCONDITIONAL AND ALL RENTALS AND OTHER AMOUNTS DUE UNDER THIS LEASE ARE PAYABLE WITHOUT SET-OFF, COMPENSATION, DEDUCTION, DEFENSE, COUNTERCLAIM OR ABATEMENT. All amounts are in Canadian dollars unless otherwise stated.

3.2 - The Rentals stated in the Lease Details are calculated based on the Assumed Price (if, but only if, an Assumed Price is stated in the Lease Details) and on Lessor's cost of funds when this Lease is prepared and

Lessor may, by notice in writing, advise Lessee of any increase in Rentals necessary to maintain Lessor's profit margin if: (A) the amount paid by Lessor to acquire the Equipment is greater than the Assumed Price and (i) the Purchase Document provides for payment in a currency other than Canadian dollars and a devaluation in the rate of exchange between such currency and the Canadian dollar has caused such price increase; or (ii) Lessee has consented in writing to such price increase; or (B) more than 30 days have passed since preparation of this Lease and Lessor's cost of funds has increased between the preparation of this Lease and the Start Date, and, barring manifest error (which must be raised by Lessee in writing within 21 days), such increased Rentals shall thereafter be the Rentals payable under this Lease.

3.3 - Lessee shall without notice pay interest at the rate of eighteen percent (18%) per annum, calculated daily and compounded monthly, on any amount which is not paid when due or which bears interest according to this Lease; in each case from the date any such amount becomes due or interest bearing, before and after maturity, default and judgment, until paid in full.

3.4 - Lessee's Bank is hereby irrevocably authorized and directed to: (A) debit Lessee's Bank account, as described in the above Lease Details, for all Rental and other Lease payments purporting to be drawn on Lessee for payment to Lessor and which are presented for payment by Lessor or Lessor's agent; and (B) make all such payments to Lessor or Lessor's agent from Lessee's Bank Account. Such payments may be requested in the form of magnetic or computer-produced tape and Lessee's Bank is hereby authorized and directed to treat them as signed by Lessee. Lessee agrees that Lessee's Bank shall not be liable for any loss or damage incurred by Lessee due to Lessee's Bank honouring this authorization. If Lessee's Bank account is transferred to another branch, this authorization shall be directed to such other branch. This authorization may not be revoked without Lessor's consent. Lessor is authorized, as Lessee's lawful attorney, to provide further evidence of this authorization to Lessee's Bank.

4. **Maintenance & Use:** Lessor is, at its expense, responsible for the maintenance, repair, parts replacement, delivery, installation, de-installation and re-delivery of the Equipment by qualified persons. Lessee shall at its expense keep the Equipment in good repair, condition and working order and any improvements resulting from such maintenance shall immediately form part of the Equipment. Except for such maintenance, Lessee shall not make any additions, changes, modifications or other alterations (collectively "Alterations") to the Equipment. All Alterations to Equipment shall immediately become property of Lessor, free and clear of any Encumbrances. Lessee shall use the Equipment carefully and shall, at Lessee's expense, comply with all applicable laws (including safety and inspection requirements), insurance policies and manufacturer's recommendations relating to the shipment, installation, ownership, possession, use or maintenance of the Equipment. Equipment shall only be used in connection with Lessee's business or in the carrying on of an enterprise and only for commercial, industrial, professional or handicraft purposes and not for any personal, family, household or farming purposes. Equipment shall not be used to transport people for a charge or to transport explosives, radioactive or flammable matter or any substance which is a prohibited, toxic or a restricted substance or hazardous waste under the Canadian Environmental Protection Act or any analogous legislation in effect in any relevant jurisdiction. Lessee is responsible for any person who has care or control of the Equipment during this Lease. Equipment shall remain at the Equipment Location except that Equipment which is, as expressly indicated by the Lease Details, a vehicle or other Equipment which will necessarily be used at different locations may, provided Lessor's first priority claim on the Equipment is not adversely affected: (A) be removed from the Equipment Location for normal daily usage; and (B) in the case of vehicles, provided absence from the Equipment Location shall not exceed 20 days in length or 30 days in any 45 day period, be used throughout Canada and the United States. Lessor may at any time inspect the Equipment and Lessee's maintenance, insurance, use and Tax records.

5. **Title:** Equipment is and shall remain the sole personal and movable property of Lessor, shall not be affixed to any real or personal property, and Lessee shall have no right, title or interest in the Equipment except for the

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SECURITY AGREEMENT

1. **SECURITY INTEREST**
 - (a) For value received the undersigned ("Debtor") hereby grants to 1889863 Ontario Inc. a security interest ("Security Interest") in the goods (including all parts, accessories, attachments, additions and accessions thereto) of Debtor described in Section 12, and in all proceeds thereof; all of the foregoing being hereinafter collectively called "Collateral".
 - (b) The terms "proceeds", "accession", "secured party", "Money", "financing statements" and "financing change statements", whenever used herein, shall be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of the province referred to in section 10 (n) as amended from time to time, which Act, including amendments thereto and any Act substituted herefor and any amendments thereto is herein referred to as the "P.P.S.A.". Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".
2. **INDEBTEDNESS SECURED**

Security Interest granted by Debtor to 1889863 ONTARIO INC. secures payment and satisfaction of any and all obligations, indebtedness and liability of Debtor (or, if there is more than one Debtor, any one or more of them) to 1889863 ONTARIO INC. (including interest thereon), present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, whatsoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called "indebtedness"). If the Security Interest in Collateral is not sufficient, in the event of default, to satisfy all indebtedness of Debtor, then Debtor acknowledges and agrees that Debtor shall continue to be liable for any indebtedness remaining outstanding and 1889863 ONTARIO INC. shall be entitled to pursue full payment thereof.
3. **REPRESENTATIONS AND WARRANTIES**

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that the location(s) of Collateral specified in Section 12 is (are) accurate and complete.
4. **COVENANTS OF DEBTOR**

So long as this Security Agreement remains in effect Debtor covenants and agrees:

 - (a) to defend Collateral against the claims and demands of all other parties claiming the same or an interest therein; to keep Collateral free from all Encumbrances, except for Security Interest and those shown on Section 11 or hereafter approved in writing by 1889863 ONTARIO INC. prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease or otherwise dispose of Collateral or any interest therein without the prior written consent of 1889863 ONTARIO INC., and in any event, to deposit all Money received from any disposition of Collateral with 1889863 ONTARIO INC.;
 - (b) to notify 1889863 ONTARIO INC. promptly of any change in the information contained herein and of any claims, litigation, loss or damage which relates to Debtor or Collateral;
 - (c) not to remove Collateral from the location(s) set forth in Section 12 without the prior written consent of 1889863 ONTARIO INC. (except that 1889863 ONTARIO INC. hereby consents to the removal for normal use by Debtor of any motor vehicle comprised in the said Collateral);
 - (d) to keep Collateral in good order, condition and repair and not to use it in violation of the provisions hereof or any other agreement relating to it or any policy insuring it or any applicable statute, law, bylaw, rule, regulation or ordinance;
 - (e) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things as may be reasonably requested by 1889863 ONTARIO INC. of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and things in connection therewith;
 - (f) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable; and
 - (g) to insure Collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as 1889863 ONTARIO INC. may from time to time direct, with loss payable to 1889863 ONTARIO INC. and debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to 1889863 ONTARIO INC. on request.
5. **USE AND VERIFICATION OF COLLATERAL**

Subject to compliance with Debtor's covenants contained herein and the rights of 1889863 ONTARIO INC. contemplated hereby, Debtor may, until default, possess and use or operate and enjoy Collateral in any manner not inconsistent with the provisions hereof; provided always that 1889863 ONTARIO INC. shall have the right at any time to view Collateral in any manner 1889863 ONTARIO INC. may consider appropriate and Debtor agrees to furnish all assistance and information and to platform all such acts as 1889863 ONTARIO INC. may reasonably request in connection therewith and for such purpose to grant to 1889863 ONTARIO INC. or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.
6. **DISPOSITION OF MONIES**

Subject to any applicable requirements of P.P.S.A., all Money collected or received by 1889863 ONTARIO INC. pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of

[Handwritten initials]

Indebtedness in such manner as 1889863 ONTARIO INC. deems best or, at the option of 1889863 ONTARIO INC., may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of 1889863 ONTARIO INC. hereunder, and any surplus shall be accounted for as required by law.

7. EVENTS OF DEFAULT.

The happening of any one of the following events or conditions shall constitute default hereunder which is herein referred to as "default".

- (a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and 1889863 ONTARIO INC.;
- (b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor;
- (c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an authorized assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor; or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act;
- (d) if any Encumbrance affecting Collateral becomes enforceable against Collateral;
- (e) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if a distress or analogous process is levied upon the assets of Debtor or any part thereof; or
- (f) if any certificate, statement, representation, warranty or written report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to 1889863 ONTARIO INC. or to enter into this or any other agreement with Debtor proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by such certificate, statement, representation, warranty or written report, which change shall not have been disclosed to 1889863 ONTARIO INC. at or prior to the time of such execution.

8. ACCELERATION

1889863 ONTARIO INC. in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if 1889863 ONTARIO INC. in good faith believes and has commercially reasonable grounds to believe itself insecure or that the Collateral is or is about to be placed in jeopardy. The provisions of this clause are not intended in any way to affect any rights of 1889863 ONTARIO INC. with respect to any Indebtedness which may now or hereafter be payable on demand.

9. REMEDIES

- (a) Upon default, 1889863 ONTARIO INC. may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefore and in respect thereof; and 1889863 ONTARIO INC. may sell, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to 1889863 ONTARIO INC. may seem reasonable.
- (b) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and 1889863 ONTARIO INC. and in addition to any other rights 1889863 ONTARIO INC. may have at law or in equity, 1889863 ONTARIO INC. shall have, both before and after default, all rights and remedies of a secured party under P.P.S.A. Provided always, that 1889863 ONTARIO INC. shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, 1889863 ONTARIO INC. shall have no obligation to take any steps to preserve rights against prior parties to any instrument or chattel paper constituting Collateral and whether or not in 1889863 ONTARIO INC.'s possession and shall not be liable or accountable for failure to do so.
- (c) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by 1889863 ONTARIO INC. (including reasonable solicitor's fees and expenses) when enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

10. MISCELLANEOUS

- (a) Debtor hereby authorizes 1889863 ONTARIO INC. to file such financing statements, financing change statements and other documents and do such acts, matters and things as 1889863 ONTARIO INC. may deem appropriate to perfect on an ongoing basis and continue Security Interest to protect And preserve Collateral and to realize upon Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of 1889863 ONTARIO INC. the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient
- (b) Without limiting any other rights of 1889863 ONTARIO INC. whenever Indebtedness is immediately due and payable or 1889863 ONTARIO INC. has the right to declare it to be immediately due and payable (whether or not it has so declared), 1889863 ONTARIO INC. may, in its sole discretion, set off against Indebtedness any and all

amounts then owed to Debtor by 1889863 ONTARIO INC. in any capacity, whether or not due, and 1889863 ONTARIO INC. shall be deemed to have exercised such right of setoff immediately at the time of making its decision to do so even though any charge hereof is made or entered on 1889863 ONTARIO INC.'s records subsequent thereto.

(c) Upon any default by Debtor hereunder, 1889863 ONTARIO INC. may, but shall not be obliged to, rectify such default and Debtor shall pay to 1889863 ONTARIO INC. forthwith upon written demand therefor, an amount equal to the expense incurred by 1889863 ONTARIO INC. in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of Fifteen Percent (15%) per annum.

(d) 1889863 ONTARIO INC. may grant extensions of time and other indulgences, give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, sureties and others and with Collateral and other security as 1889863 ONTARIO INC. may see fit without prejudice to the liability of Debtor or 1889863 ONTARIO INC.'s right to hold and realize Security Interest.

(e) This Security Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(f) No modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(g) Subject to the requirements of Section 100(h), whenever either party hereto is required or entitled to notify or direct the other or make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given in the case of 1889863 ONTARIO INC. if delivered to it or sent by first class mail addressed to it at its address herein set forth or as changed pursuant hereto and in the case of Debtor, if delivered to it or sent by first class mail addressed to it at its address last known to 1889863 ONTARIO INC. Either party may notify the other pursuant hereto of any change in such party's address to be used for the purposes hereof.

(h) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by 1889863 ONTARIO INC. and is intended to be a continuing Security Agreement and shall remain in full force and effect until 1889863 ONTARIO INC. shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all indebtedness contracted for or created before the receipt of such notice by 1889863 ONTARIO INC. and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(i) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(j) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male or a female.

(k) In the event any provision of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(l) Nothing herein contained shall in any way obligate 1889863 ONTARIO INC. to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(m) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to 1889863 ONTARIO INC.

(n) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario, as those laws may from time to time be in effect, including, where applicable, the P.P.S.A.

11. ENCUMBRANCES AFFECTING COLLATERAL

Name of the company and address

NONE

Amount of the debt

12. COLLATERAL

Description

1 New Lift 50 BFM II S/N 349S-0713

Location of Collateral

- 13. **COPY OF AGREEMENT**
Debtor hereby acknowledges receipt of a copy of this Security Agreement.

- 14. **COPY OF FINANCING STATEMENT**
Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by 1889863 ONTARIO INC. or any verification statement received in respect thereof (This provision applies in every PPSA province except Ontario).

- 15. **NAME, ETC., OF DEBTOR**
Debtor represents and warrants that the following information is accurate:

Crate Marine Sales Limited
290 The Queensway South
Keswick, Ontario
L4P 2B3

IN WITNESS WHEREOF Debtor has executed this Security Agreement this day of July, 2013

) _____)
)))
)))
)))
)))
)))
)))
Per Stella O.)
Name:)
Title:)
I have the authority to bind the corporation)
Witness)

BILL OF SALE

THIS INDENTURE
made the day of July, 2013

CRATE MARINE SALES LIMITED
(hereinafter called the "Seller")
OF THE FIRST PART
and

1899863 ONTARIO INC.
(hereinafter called the "Buyer")
OF THE SECOND PART

WHEREAS the Seller is possessed of the goods, chattels and effects hereinafter set forth, described and enumerated, and has contracted and agreed with the Buyer for the absolute sale to him thereof, for the consideration hereinafter mentioned:

NOW THEREFORE THIS INDENTURE WITNESSETH, that in pursuance of the said Agreement, and in consideration of the sum of FIFTY THOUSAND DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION of lawful money of Canada, paid by the said Buyer at or before the sealing and delivery of this Indenture (the receipt whereof is hereby acknowledged) the Seller does bargain, sell, assign, transfer and set unto the said Buyer:

All of the right, title and interest of the Seller in a **2013 Regal 24 Fast Deck Boat Serial Number RGMGF219K213.**

All of the right, title and interest, property, claim and demands whatsoever of the said Seller of, in, to and out of the same, and every part thereof.

TO HOLD the said goods and every part thereof, and all the right, title and interest of the Seller therein and thereto, unto and to these of the Buyer.

AND the Seller does hereby, covenant, promise and agree with the Buyer:

THAT the Seller is now rightfully and absolutely possess of and entitled to the said goods and every part thereof;

AND the Seller now has good right to assign the same unto the Buyer and according to the true intent and meaning of this Indenture;

AND that the Buyer shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess, and enjoy the said goods and every part thereof, to and for his own use and benefit, without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the Seller or any person or persons whomsoever;

AND that the said goods are free and clear from all encumbrances;

AND that the Buyer shall be absolutely released and discharged, or otherwise, at the cost of the Seller, from all former and other bargains, sales, gifts, grants, charges and encumbrances affecting the said goods, and the Seller hereby indemnifies the Buyer with respect thereto;

AND, that the Seller and persons rightfully claiming, or to claim any estate, right, title or interest of, in, or to the said goods and every part thereof, shall and will from time to time, and at all times hereafter upon every request of the Buyer, but at the cost and charges of the Buyer make, do and execute, or cause or procure to be made, done and execute, all such further acts, deeds and assurances for the more effectually

CRATE MARINE SALES LIMITED

8811

CHQ NO: 84566 DATE: 27 JUL 13 PAY TO: 1889863 ONTARIO INC. ⁶⁴⁵⁴ TOTAL: 16000.00

INVOICE DATE INVOICE NO INVOICE DESCRIPTION INVOICE AMT DISCOUNT INVOICE NET

27 JUL 13 BELLEVILLE FIRST & LAST MONTH 16000.00 0.00 16000.00

PP 261586
AP 262329
12 post-dated
cheques starting
Sept. 1, 2013
9063.
Call Omar and he will
pickup cheques
See reverse for # & into

CRATE MARINE SALES LIMITED

10493

CHQ NO: 87813 DATE: 25 APR 14 PAY TO: 1889863 ONTARIO INC. TOTAL: 40000.00

INVOICE DATE INVOICE NO INVOICE DESCRIPTION INVOICE AMT DISCOUNT INVOICE NET

25 APR 14 4000000 BALANCE OF BOAT PAY 40000.00 0.00 40000.00

CRATE MARINE SALES LIMITED

10493

CHQ NO: 87813 DATE: 25 APR 14 PAY TO: 1889863 ONTARIO INC. TOTAL: 40000.00

INVOICE DATE INVOICE NO INVOICE DESCRIPTION INVOICE AMT DISCOUNT INVOICE NET

25 APR 14 4000000 BALANCE OF BOAT PAY 40000.00 0.00 40000.00

CERTIFICATE OF INSURANCE

This is to certify that the policy of insurance listed below has been issued to the insured named below and is in force at this time:

CERTIFICATE HOLDER:

Canadian Marine Lift Systems Inc.
210 Silverstar Boulevard
Toronto, ON M1V 5J9

INSURED:

Crate Marine Sales Ltd. o/a Crate's Belleville
25 Dundas Street West
Belleville, ON K8P3M7

INSURER:

Great American Insurance Co.

RE:

Travel Lift 50 BFM II S/N 2565-0713

BROKER:

Martin Merry & Reid Limited

POLICY NUMBER:

OMH 2449991

TERM DATE:

05/31/14 - 05/31/15
12:01 am Standard Time at the location of the Risk shown above

LIMIT/COVERAGE:

PROPERTY INSURANCE - CONTRACTIONS EQUIPMENT
\$380,000

MARINE COMMERCIAL LIABILITY
\$2,000,000 Per Occurrence (Bodily Injury & Property Damage)
\$5,000,000 General Aggregate
\$2,000,000 Aggregate (Products & Completed Operations)

LOSS PAYEE: Canadian Marine Lift Systems Inc., ATMA with respect to the above noted equipment

ADDITIONAL INSURED:

Canadian Marine Lift Systems Inc., but only with respect to Liability arising out of the Operations of the Named Insured and only with respect to the above noted equipment.

CANCELLATION:

The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This Certificate is issued as a matter of information only and imposes no liability on the insurer. The Insurer will endeavor to mail to the holder of this Certificate 30 days written notice of cancellation of this policy (ies), but assumes no responsibility for failure to do so.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY(IES) LISTED HEREIN.

DATE: July 25, 2014


MARTIN MERRY & REID LIMITED
Aerin Ambinder

Kris Nicholson

From: Kris Nicholson [kris@crates.com]
Sent: Tuesday, January 21, 2014 9:27 AM
To: 'Nagel, Linda'
Subject: RE: Ref #9576221 - Draft (OFAC) (GTM TICKET #2762987)
Attachments: image002.png; image003.jpg

Linda:

I have written below the information you are looking for. This information has been provided directly from Omar Abdel Atty.

If there are any further questions, please do not hesitate to contact me.

Thanks,

Kris Nicholson
Crate Marine Sales Limited
V: 905-476-4552
F: 905-476-6308
E: kris@crates.com
www.crates.com

CARVER | REGAL | MARQUIS | CRUISERS | SABRE | BACK COVE



CELEBRATING 30 YEARS OF BOATING EXCELLENCE

From: Nagel, Linda [mailto:linda.nagel@bmo.com]
Sent: Monday, January 20, 2014 2:02 PM
To: 'kris@crates.com'
Cc: 'l@crates.com'
Subject: RE: Ref #9576221 - Draft (OFAC) (GTM TICKET #2762987)

Hello Kris,

Lynn Marko has asked me to email you regarding the information that is required by OFAC/AML to release funds to OMAR ADEL ATTY. A draft #60544743 was issued for \$10,000.00 USD on 12/4/13. Please supply us the following information ASAP.

- **FULL NAME** – Omar Abdel Atty Omar Abdel Atty
- **PERMANENT RESIDENT ADDRESS (INCLUDING COUNTRY)** – 248 Scarborough Road, Toronto, Ontario M4E 2M3, Canada
- **POB (place of birth)** - Canada
- **DOB (date of birth)** – March 15, 1971
- **CITIZENSHIP FOR OMAR ABDEL ATTY** - Canadian
- **DETAILED PURPOSE FOR PAYMENT** – deposit for boat purchase

Please contact me if you have any questions.

BMO Bank of Montreal • Banque de Montréal

60544743 3

Draft / Traite

DATE 2013 12 04
Y/A M/M D/J

Pay to the order of / Payez à l'ordre de
OMAR ABDEL ATTY

\$ USD10,000.00

Security devices on back. / Sécurité des dispositifs de Sécurité en verso.



/ 100 US Dollars US

for Bank of Montreal / pour la Banque de Montréal: Montreal, Canada / Montréal, Canada

To / à



HARRIS N.A.
Chicago, Illinois, USA

Signing Officer / Signataire

MP

Signing Officer / Signataire

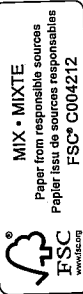
MP

NON-NÉGOCIABLE
NON-NÉGOCIABLE

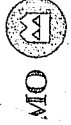
This instrument is subject to US Anti-Money Laundering regulations which include sanctions screening of the payee.

Les traites bancaires en dollars US sont assujetties à la réglementation américaine en matière de lutte contre le

blanchiment d'argent conformément, à laquelle il faut vérifier si le bénéficiaire figure dans les listes de sanctions.



HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK / TENIR LE DOCUMENT SOUS LA LUMIERE POUR VOIR LE FILIGRANE



Bank of Montreal • Banque de Montréal

60544743 3

2-28710

Draft / Traite

DATE

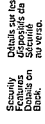
2013 12 04
Y/A M/M D/J

OMAR ABDEL ATTY

Pay to the order of
Payez à l'ordre de

\$ USD10,000.00

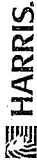
⑆0000 1234567890⑆



/ 100 US Dollars US

for Bank of Montreal / pour la Banque de Montréal: Montreal, Cayada / Montréal, Canada

To / à



HARRIS
Harris N.A.
Chicago, Illinois, USA

Purchaser's Name / Nom de l'acheteur

Omar Abdel Atty
Signing Officer / Signataire MP

Purchaser's Address / Adresse de l'acheteur

1500 Avenue
Signing Officer / Signataire MP

⑆0544743⑆ ⑆071000288⑆ ⑆90⑆ ⑆350⑆ ⑆9⑆



Bank of Montreal • Banque de Montréal

60544743 3

2-28710

Draft / Traite

DATE

2013 12 04
Y/A M/M D/J

OMAR ABDEL ATTY

Pay to the order of
Payez à l'ordre de

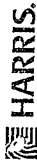
\$ USD10,000.00



/ 100 US Dollars US

for Bank of Montreal / pour la Banque de Montréal: Montreal, Canada / Montréal, Canada

To / à



HARRIS
Harris N.A.
Chicago, Illinois, USA

Purchaser's Name / Nom de l'acheteur

Omar Abdel Atty
Signing Officer / Signataire MP

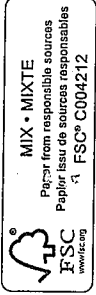
Purchaser's Address / Adresse de l'acheteur

MP

Prod 1949619 - Form 654 US BL Spec (10/09)

This instrument is subject to US Anti-Money Laundering regulations which include sanctions screening of the payee.

Les traites bancaires en dollars US sont assujetties à la réglementation américaine en matière de lutte contre le blanchiment d'argent conformément, à laquelle il faut vérifier si le bénéficiaire figure dans les listes de sanctions.



MIX • MIXTE
Papier from responsible sources
Papier issu de sources responsables
FSC® C004212

#86643

10,000 texexchange
see att'd from bank

2 - Purchaser's Receipt / Regu de l'acheteur

290 The Queensway South, Keswick, Ontario L4P 2B3
905-476-4552 / Fax 905-476-6308

Crate Marine Sales Ltd.

Fax

To: BMO **From:** LYNN

Fax: 905-722-3585 **Pages:** 1

Phone: **Date:** 12/4/2013

Re: BANK DRAFT **CC:**

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

Comments:

Can you please make up a \$10,000.00 USD bank draft payable to OMAR ABDEL ATTY from our account #24662 001 1006588 and I will be over shortly to pickup.

Thanks,

Amal

TRANSACTION REPORT

DEC/04/2013/WED 03:41 PM

FAX(TX)

| # | DATE | START T. | RECEIVER | COM. TIME | PAGE | TYPE/NOTE | FILE |
|-----|--------|----------|------------|-----------|------|-----------|----------|
| 001 | DEC/04 | 03:40PM | 9057223585 | 0:00:22 | 1 | OK | SG3 0452 |

| | | | | |
|-------------|----|---------------------------------------|-------------------------|--------------|
| Dec 4, 2013 | CK | NO.9880 BR.0786 | \$104.47 ✓ | \$-5,766.40 |
| Dec 4, 2013 | CD | | \$15,269.35 | \$9,502.95 |
| Dec 4, 2013 | CD | | \$221,090.00 | \$230,592.95 |
| Dec 4, 2013 | FX | USD DRAFT AT1.0835 HC \$7.50 10000.00 | \$10,842.50 <u>OMAR</u> | \$219,750.45 |
| Dec 4, 2013 | ST | MC1204 00024844 | \$4,106.14 | \$223,856.59 |
| Dec 4, 2013 | ST | V11204 00024844 | \$3,535.17 | \$227,391.76 |
| Dec 4, 2013 | CK | NO.9625 | \$2,186.54 <u>86558</u> | \$225,205.22 |
| Dec 4, 2013 | CK | NO.9624 | \$358.21 <u>86556</u> | \$224,847.01 |
| Dec 4, 2013 | CK | NO.9851 | \$325.00 <u>86497</u> | \$224,522.01 |
| Dec 5, 2013 | DS | MA CK FINANCIAL BUS/ENT | \$1,986.60 <u>86641</u> | \$222,535.41 |
| Dec 5, 2013 | DS | TD LOAN PAYMNT LNS/PRE | \$1,537.84 <u>86642</u> | \$220,997.57 |

11-70-116
 641324

Kris Nicholson

From: Nagel, Linda [linda.nagel@bmo.com]
Sent: Monday, January 20, 2014 2:02 PM
To: 'kris@crates.com'
Cc: 'l@crates.com'
Subject: RE: Ref #9576221 - Draft (OFAC) (GTM TICKET #2762987)
Attachments: image001.jpg

Hello Kris,

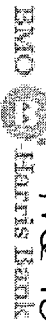
Lynn Marko has asked me to email you regarding the information that is required by OFAC/AML to release funds to OMAR ADEL ATTY. A draft #60544743 was issued for \$10,000.00 USD on 12/4/13. Please supply us the following information ASAP.

- FULL NAME *OMAR ADEL ATTY*
- PERMANENT RESIDENT ADDRESS (INCLUDING COUNTRY) *784 Clarence Street Woodbridge, Ont L4L 8V2*
- POB (place of birth) *Egypt*
- DOB (date of birth) *March 15, 1971*
- CITIZENSHIP FOR OMAR ABDEL ATTY *CANADIAN, CANADA AND EGYPTIAN.*
- DETAILED PURPOSE FOR PAYMENT *Purchased boat from OMAR. → describe boat.*

Thank you. *Who owns 1889863 Ontario Inc company?*

BROTHER + OMAR own THE COMPANY?

Linda Nagel | AVP/Team Lead | Treasury Payments & Solutions
BMO Harris Bank | 111 W. Monroe 9 West | Chicago, IL 60603
Tel: 312-461-5576 | GTM Client Service Tel: 877-895-3278 GTM Client Service e-mail: gtnus.clients@bmo.com



Provide additional clause why we are paying the 10,000 personally and not to lease company.

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This e-mail and any attachments may contain confidential and privileged information. If you are not the intended recipient, please notify the sender immediately by return e-mail, delete this e-mail and destroy any copies. Any dissemination or use of this information by a person other than the intended recipient is unauthorized and may be illegal. Unless otherwise stated, opinions expressed in this e-mail are those of the author and are not endorsed by the author's employer.

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\$10,000 USD -this was agreed with SLC because of the delay -no exchange to be added on.

CRATE MARINE SALES LIMITED

9063

CHQ NO:85040 DATE:01 SEP 13 PAY TO:1889863 ONTARIO INC. TOTAL: 8000.00

INVOICE DATE INVOICE NO INVOICE DESCRIPTION INVOICE AMT DISCOUNT INVOICE NET

27 JUL 13 1199 BELLEVILLE TRAVEL L 435110.01 0.00 8000.00

CRATE MARINE SALES LIMITED

9064

CHQ NO:85041 DATE:01 OCT 13 PAY TO:1889863 ONTARIO INC. TOTAL: 8000.00

INVOICE DATE INVOICE NO INVOICE DESCRIPTION INVOICE AMT DISCOUNT INVOICE NET

27 JUL 13 1199 BELLEVILLE TRAVEL L 435110.01 0.00 8000.00

CRATE MARINE SALES LIMITED

9065

CHQ NO:85042 DATE:01 NOV 13 PAY TO:1889863 ONTARIO INC. TOTAL: 8000.00

INVOICE DATE INVOICE NO INVOICE DESCRIPTION INVOICE AMT DISCOUNT INVOICE NET

27 JUL 13 1199 BELLEVILLE TRAVEL L 435110.01 0.00 8000.00

CRATE MARINE SALES LIMITED

9066

CHQ NO:85043 DATE:01 DEC 13 PAY TO:1889863 ONTARIO INC.

TOTAL: 8000.00

INVOICE DATE INVOICE NO INVOICE DESCRIPTION INVOICE AMT DISCOUNT INVOICE NET

27 JUL 13 1199 BELLEVILLE TRAVEL L 435110.01 0.00 8000.00

CRATE MARINE SALES LIMITED

9067

CHQ NO:85044 DATE:01 JAN 14 PAY TO:1889863 ONTARIO INC.

TOTAL: 8000.00

INVOICE DATE INVOICE NO INVOICE DESCRIPTION INVOICE AMT DISCOUNT INVOICE NET

27 JUL 13 1199 BELLEVILLE TRAVEL L 435110.01 0.00 8000.00

CRATE MARINE SALES LIMITED

9068

CHQ NO:85045 DATE:01 FEB 14 PAY TO:1889863 ONTARIO INC.

TOTAL: 8000.00

INVOICE DATE INVOICE NO INVOICE DESCRIPTION INVOICE AMT DISCOUNT INVOICE NET

27 JUL 13 1199 BELLEVILLE TRAVEL L 435110.01 0.00 8000.00

CRATE MARINE SALES LIMITED

9069

CHQ NO:85046 DATE:01 MAR 14 PAY TO:1889863 ONTARIO INC. TOTAL: 8000.00

INVOICE DATE INVOICE NO INVOICE DESCRIPTION INVOICE AMT DISCOUNT INVOICE NET

27 JUL 13 1199 BELLEVILLE TRAVEL L 435110.01 0.00 8000.00

CRATE MARINE SALES LIMITED

9070

CHQ NO:85047 DATE:01 APR 14 PAY TO:1889863 ONTARIO INC. TOTAL: 8000.00

INVOICE DATE INVOICE NO INVOICE DESCRIPTION INVOICE AMT DISCOUNT INVOICE NET

27 JUL 13 1199 BELLEVILLE TRAVEL L 435110.01 0.00 8000.00

CRATE MARINE SALES LIMITED

9071

CHQ NO:85048 DATE:01 MAY 14 PAY TO:1889863 ONTARIO INC. TOTAL: 8000.00

INVOICE DATE INVOICE NO INVOICE DESCRIPTION INVOICE AMT DISCOUNT INVOICE NET

27 JUL 13 1199 BELLEVILLE TRAVEL L 435110.01 0.00 8000.00

CRATE MARINE SALES LIMITED

CHQ NO:85049 DATE:01 JUN 14 PAY TO:1889863 ONTARIO INC.

TOTAL: 8000.00

9072

INVOICE DATE INVOICE NO INVOICE DESCRIPTION INVOICE AMT

DISCOUNT INVOICE NET

27 JUL 13 1199 BELLEVILLE TRAVEL L 435110.01

0.00 8000.00

CRATE MARINE SALES LIMITED

CHQ NO:85050 DATE:01 JUL 14 PAY TO:1889863 ONTARIO INC.

TOTAL: 8000.00

9073

INVOICE DATE INVOICE NO INVOICE DESCRIPTION INVOICE AMT

DISCOUNT INVOICE NET

27 JUL 13 1199 BELLEVILLE TRAVEL L 435110.01

0.00 8000.00

CRATE MARINE SALES LIMITED

CHQ NO:85051 DATE:01 AUG 14 PAY TO:1889863 ONTARIO INC.

TOTAL: 8000.00

9074

INVOICE DATE INVOICE NO INVOICE DESCRIPTION INVOICE AMT

DISCOUNT INVOICE NET

27 JUL 13 1199 BELLEVILLE TRAVEL L 435110.01

0.00 8000.00

TAB B



CIBC Account Statement

CRATE BELLEVILLE INC.

For Sep 1 to Sep 30, 2014

The names shown are based on our current records, as of January 23, 2015. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

Account number
12-33017

Branch transit number
00042

Account summary

| | | |
|--|----------|--------------------|
| Opening balance on Sep 1, 2014 | | \$28,595.12 |
| Withdrawals | - | 166,619.90 |
| Deposits | + | 159,737.98 |
| Closing balance on Sep 30, 2014 | = | \$21,713.20 |

Contact information

1 800 465 CIBC (2422)

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

TTY hearing impaired
1 800 465 7401

Outside Canada and the U.S.
1 902 420 CIBC (2422)

www.cibc.com

Transaction details

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|--------------|--|------------------|---------------|--------------------|
| Sep 1 | Opening balance | | | \$28,595.12 |
| Sep 2 | INTERNET BILL PMT000000052275 UNION GAS 4506*****691 | 24.08 | | 28,571.04 |
| | INTERNET BILL PMT000000063314 BELLEVILLE (CITY OF) WATE 4506*****691 | 811.71 | | 27,759.33 |
| | INTERNET BILL PMT000000307584 UNION GAS 4506*****691 | 30.74 | | 27,728.59 |
| | INTERNET BILL PMT000000907399 UNION GAS 4506*****691 | 24.08 | | 27,704.51 |
| | INTERNET BILL PMT000000507392 VERIDIAN CONNECTIONS 4506*****691 | 2,137.30 | | 25,567.21 |

(continued on next page)

CIBC Account Statement

Sep 1 to Sep 30, 2014

Account number: 12-33017

Branch transit number: 00042

Transaction details (continued)

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|-------|---|------------------|---------------|--------------------|
| Sep 2 | Balance forward | | | \$25,567.21 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 574.92 | 26,142.13 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 771.58 | 26,913.71 |
| | E-TRANSFER000000399184 Ryan Crate 4506*****691 | 500.00 | | 26,413.71 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 69.43 | 26,483.14 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 5,084.75 | 31,567.89 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | 1,150.54 | | 30,417.35 |
| | DEBIT MEMO GPFS-SERVICE CHARGE | 2.00 | | 30,415.35 |
| | INSURANCE INS31<DEFTPYMT> MARTIN MERRY & REID LIMITED | 1,328.60 | | 29,086.75 |
| | CHEQUE 40092365 289 | 31.24 | | 29,055.51 |
| | CHEQUE 41279545 296 | 67.20 | | 28,988.31 |
| | CHEQUE 41318657 294 | 48.15 | | 28,940.16 |
| | CHEQUE 43353583 220 | 8,000.00 | | 20,940.16 |
| | CHEQUE 43370268 243 | 472.79 | | 20,467.37 |
| Sep 3 | PURCHASE713302965401 THE HOME DEPOT 4506*****691 | 461.63 | | 20,005.74 |
| | INTERNET BILL PMT000000433346 NEBS PAYROLL SERVICE LIM 4506*****691 | 16,213.13 | | 3,792.61 |
| | DEPOSIT | | 438.81 | 4,231.42 |
| | DEPOSIT | | 29,500.00 | 33,731.42 |
| | TRANSFER 05642 FROM: 05642/27-02010 KESWICK | | 5,000.00 | 38,731.42 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 879.75 | 39,611.17 |
| | CHEQUE 40421860 298 | 1,000.00 | | 38,611.17 |
| | CHEQUE 42209181 259 | 9,040.00 | | 29,571.17 |

(continued on next page)

CIBC Account Statement

Sep 1 to Sep 30, 2014

Account number: 12-33017

Branch transit number: 00042

Transaction details (continued)

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|-------|---|------------------|---------------|--------------|
| Sep 3 | Balance forward | | | \$29,571.17 |
| Sep 4 | DEPOSIT | | 3,296.63 | 32,867.80 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 2,192.97 | 35,060.77 |
| | CHEQUE 40610633 299 | 72.07 | | 34,988.70 |
| | CHEQUE 40617379 191 | 223.99 | | 34,764.71 |
| | CHEQUE 40618123 242 | 573.78 | | 34,190.93 |
| Sep 5 | ABM WITHDRAWAL 3E2I FRONT + CAMPBELL 18242 4506*****691 | 160.00 | | 34,030.93 |
| | DEPOSIT | | 15.00 | 34,045.93 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 1,208.96 | 35,254.89 |
| | CHEQUE 42265376 908 | 1,000.00 | | 34,254.89 |
| Sep 8 | INTERNET BILL PMT000000301660 COGECO CABLE CANADA LP 4506*****691 | 214.64 | | 34,040.25 |
| | DEBIT MEMO | 5,365.36 | | 28,674.89 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 1,700.88 | 30,375.77 |
| | E-TRANSFER000000067464 Ryan Crate 4506*****691 | 500.00 | | 29,875.77 |
| | E-TRANSFER000000408487 Ryan Crate 4506*****691 | 1,055.04 | | 28,820.73 |
| | E-TRANSFER000000617024 Josh 4506*****691 | 1,500.00 | | 27,320.73 |
| | ERROR CORRECTION000000617024 4506*****691 | | 1,500.00 | 28,820.73 |
| | E-TRANSFER000000651294 Josh 4506*****691 | 1,000.00 | | 27,820.73 |
| | ERROR CORRECTION000000651294 4506*****691 | | 1,000.00 | 28,820.73 |
| Sep 9 | PURCHASE103001001014 BEST BUY #989 4506*****691 | 793.92 | | 28,026.81 |
| | MISC PAYMENT AMEX 9303574884 AMEX BANK OF CANADA | | 310.01 | 28,336.82 |

(continued on next page)

CIBC Account Statement

Sep 1 to Sep 30, 2014

Account number: 12-33017

Branch transit number: 00042

Transaction details (continued)

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|--------|---|------------------|---------------|--------------------|
| Sep 9 | Balance forward | | | \$28,336.82 |
| | MISC PAYMENT 8027265878 | | 704.78 | 29,041.60 |
| | ELAVON MERCH SVCS | | | |
| | MERCHANDISE RETURN104001001032 | | 214.70 | 29,256.30 |
| | BEST BUY #989 4506*****691 | | | |
| | MISC PAYMENT 8027265878 | | 113.36 | 29,369.66 |
| | ELAVON MERCH SVCS | | | |
| Sep 10 | MISC PAYMENT 8027265878 | | 904.00 | 30,273.66 |
| | ELAVON MERCH SVCS | | | |
| | CHEQUE 40109830 291 | 533.37 | | 29,740.29 |
| Sep 11 | E-TRANSFER000000806320 Josh 4506*****691 | 1,500.00 | | 28,240.29 |
| | MISC PAYMENT 8027265878 | | 67.73 | 28,308.02 |
| | ELAVON MERCH SVCS | | | |
| | PURCHASE713302125901 THE HOME DEPOT 4506*****691 | 278.76 | | 28,029.26 |
| | CHEQUE 40220693 909 | 441.68 | | 27,587.58 |
| | CHEQUE 40231332 303 | 273.97 | | 27,313.61 |
| | CHEQUE 42014174 301 | 213.57 | | 27,100.04 |
| Sep 12 | PURCHASE000001001313 STAPLES#166 4506*****691 | 43.12 | | 27,056.92 |
| | CHEQUE 40326183 305 | 122.65 | | 26,934.27 |
| | CHEQUE 40342165 290 | 215.40 | | 26,718.87 |
| Sep 15 | MISC PAYMENT AMEX 9303574884 AMEX BANK OF CANADA | | 967.00 | 27,685.87 |
| | PURCHASE000001001522 CANADIAN TIRE # 4506*****691 | 88.77 | | 27,597.10 |
| | MISC PAYMENT 8027265878 | | 190.14 | 27,787.24 |
| | ELAVON MERCH SVCS | | | |
| | MISC PAYMENT 8027265878 | | 822.12 | 28,609.36 |
| | ELAVON MERCH SVCS | | | |

(continued on next page)

CIBC Account Statement

Sep 1 to Sep 30, 2014

Account number: 12-33017

Branch transit number: 00042

Transaction details (continued)

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|--------|--|------------------|---------------|--------------|
| Sep 15 | Balance forward | | | \$28,609.36 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 5,123.68 | 33,733.04 |
| | DEBIT MEMO EMPTX-3172566 GPFS-GOVERNMENT PAYMENT | 7,286.48 | | 26,446.56 |
| | CHEQUE 41329881 304 | 131.92 | | 26,314.64 |
| Sep 16 | PURCHASE000001019945 TSC STORES#201 4506*****691 | 56.49 | | 26,258.15 |
| | PURCHASE000001019949 TSC STORES#201 4506*****691 | 29.35 | | 26,228.80 |
| | PURCHASE000001019950 TSC STORES#201 4506*****691 | 12.86 | | 26,215.94 |
| | DEPOSIT | | 7,167.15 | 33,383.09 |
| | PURCHASE000000388417 PETRO-CANADA 4506*****691 | 79.68 | | 33,303.41 |
| | CHEQUE 42071829 293 | 202.66 | | 33,100.75 |
| | CHEQUE 42143179 302 | 756.85 | | 32,343.90 |
| | CHEQUE 43061177 315 | 160.00 | | 32,183.90 |
| Sep 17 | INTERNET BILL PMT00000006724 NEBS PAYROLL SERVICE LIM 4506*****691 | 14,928.72 | | 17,255.18 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 2,855.19 | 20,110.37 |
| | PURCHASE000000388991 PETRO-CANADA 4506*****691 | 54.97 | | 20,055.40 |
| | PURCHASE000001001502 CANADIAN TIRE # 4506*****691 | 45.18 | | 20,010.22 |
| | CHEQUE 42166994 910 | 41.49 | | 19,968.73 |
| | CHEQUE 43316959 314 | 42.80 | | 19,925.93 |
| Sep 18 | DEBIT MEMO 00042 CREDIT RATING FEE LUMBERMEN | 25.00 | | 19,900.93 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 949.20 | 20,850.13 |
| | CHEQUE 41407133 313 | 197.75 | | 20,652.38 |

(continued on next page)

CIBC Account Statement

Sep 1 to Sep 30, 2014

Account number: 12-33017

Branch transit number: 00042

Transaction details (continued)

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|---------------|--|------------------|---------------|--------------------|
| Sep 18 | Balance forward | | | \$20,652.38 |
| Sep 19 | CHEQUE 40459403 907 | 79.38 | | 20,573.00 |
| | CHEQUE 40541121 316 | 5,000.00 | | 15,573.00 |
| Sep 22 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 1,046.04 | 16,619.04 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 341.83 | 16,960.87 |
| | DEPOSIT | | 62,078.50 | 79,039.37 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 57.49 | 79,096.86 |
| Sep 23 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 82.60 | 79,179.46 |
| Sep 24 | CHEQUE 35171373 324 | 2,105.06 | | 77,074.40 |
| | CHEQUE 29338719 318 | 56.47 | | 77,017.93 |
| Sep 25 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 38.22 | 77,056.15 |
| | CHEQUE 35289468 322 | 1,066.72 | | 75,989.43 |
| | CHEQUE 28627349 317 | 5,000.00 | | 70,989.43 |
| Sep 26 | CHEQUE 35429739 329 | 6,074.00 | | 64,915.43 |
| | CHEQUE 36644122 300 | 9,294.07 | | 55,621.36 |
| | CHEQUE 36650353 330 | 35,990.00 | | 19,631.36 |
| | CHEQUE 36659179 311 | 96.05 | | 19,535.31 |
| Sep 29 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 6,213.24 | 25,748.55 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 9,082.17 | 34,830.72 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 2,057.45 | 36,888.17 |
| | CHEQUE 26411709 319 | 2.71 | | 36,885.46 |
| | CHEQUE 26411712 310 | 79.72 | | 36,805.74 |
| | CHEQUE 28299710 325 | 717.19 | | 36,088.55 |
| | CHEQUE 8332515M 328 | 6,329.95 | | 29,758.60 |
| Sep 30 | MISC PAYMENT AMEX 9303574884 AMEX BANK OF CANADA | | 5,117.70 | 34,876.30 |

(continued on next page)

CIBC Account Statement

Sep 1 to Sep 30, 2014

Account number: 12-33017

Branch transit number: 00042

Transaction details (continued)

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|--------|--|------------------|---------------|--------------------|
| Sep 30 | Balance forward | | | \$34,876.30 |
| | INSURANCE | 1,328.60 | | 33,547.70 |
| | INS31<DEFTPYMT> MARTIN MERRY & REID LIMITED | | | |
| | CHEQUE 27103540 331 | 6,780.00 | | 26,767.70 |
| | CHEQUE 36493990 321 | 5,000.00 | | 21,767.70 |
| | E-TRANSFER NWK FEE | 1.50 | | 21,766.20 |
| | ACCOUNT FEE | 50.00 | | 21,716.20 |
| | PAPER STMNT FEE | 3.00 | | 21,713.20 |
| | Closing balance | | | \$21,713.20 |

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CIBC Account Statement

CRATE BELLEVILLE INC.

For Oct 1 to Oct 31, 2014

The names shown are based on our current records, as of January 28, 2015. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

Account number
12-33017

Branch transit number
00042

Account summary

| | | |
|--|----------|--------------------|
| Opening balance on Oct 1, 2014 | | \$21,713.20 |
| Withdrawals | - | 121,746.11 |
| Deposits | + | 137,970.35 |
| Closing balance on Oct 31, 2014 | = | \$37,937.44 |

Contact information

1 800 465 CIBC (2422)

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

TTY hearing impaired
1 800 465 7401

Outside Canada and the U.S.
1 902 420 CIBC (2422)

www.cibc.com

Transaction details

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|--------------|--|------------------|---------------|--------------------|
| Oct 1 | Opening balance | | | \$21,713.20 |
| Oct 1 | IN-BRANCH BILL PMT000000593761 NEBS PAYROLL SERVICE LIM 4506*****782 | 14,015.23 | | 7,697.97 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | 796.33 | | 6,901.64 |
| | DEBIT MEMO GPFS-SERVICE CHARGE | 2.00 | | 6,899.64 |
| | CHEQUE 30616876 306 | 42.93 | | 6,856.71 |
| Oct 2 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 8,735.08 | 15,591.79 |
| | CHEQUE 32534748 221 | 8,000.00 | | 7,591.79 |
| Oct 3 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 101.70 | 7,693.49 |

(continued on next page)

CIBC Account Statement

Oct 1 to Oct 31, 2014

Account number: 12-33017

Branch transit number: 00042

Transaction details (continued)

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|--------------|---|-------------------------|----------------------|---------------------|
| Oct 3 | Balance forward | | | \$7,693.49 |
| | MISC PAYMENT 8027265878 | | 306.44 | 7,999.93 |
| | ELAVON MERCH SVCS | | | |
| | CHEQUE 27155692 320 | 1,575.65 | | 6,424.28 |
| | CHEQUE 36457621 332 | 2,260.00 | | 4,164.28 |
| Oct 6 | MISC PAYMENT AMEX 9303574884 AMEX BANK OF CANADA | | 4,009.84 | 8,174.12 |
| | MISC PAYMENT 8027265878 | | 1,677.13 | 9,851.25 |
| | ELAVON MERCH SVCS | | | |
| | MISC PAYMENT 8027265878 | | 4,402.46 | 14,253.71 |
| | ELAVON MERCH SVCS | | | |
| | INTERNET BILL PMT000000925932 COGECO CABLE CANADA LP 4506*****782 | 214.64 | | 14,039.07 |
| | INTERNET BILL PMT000000942887 VERIDIAN CONNECTIONS 4506*****782 | 2,229.17 | | 11,809.90 |
| | INTERNET BILL PMT000000960729 UNION GAS 4506*****782 | 43.77 | | 11,766.13 |
| | INTERNET BILL PMT000000977287 UNION GAS 4506*****782 | 23.73 | | 11,742.40 |
| | INTERNET BILL PMT000000985329 UNION GAS 4506*****782 | 23.73 | | 11,718.67 |
| | INTERNET BILL PMT000000996205 UNION GAS 4506*****782 | 23.73 | | 11,694.94 |
| Oct 7 | CHEQUE 28432112 333 | 1,444.55 | | 10,250.39 |
| | CHEQUE 32408841 307 | 201.11 | | 10,049.28 |
| Oct 8 | MISC PAYMENT 8027265878 | | 2,400.91 | 12,450.19 |
| | ELAVON MERCH SVCS | | | |
| | MISC PAYMENT 8027265878 | | 4,766.57 | 17,216.76 |
| | ELAVON MERCH SVCS | | | |
| | CHEQUE 26388825 342 | 5,000.00 | | 12,216.76 |
| | CHEQUE 32435949 334 | 1,500.00 | | 10,716.76 |
| | CHEQUE 32573532 343 | 771.52 | | 9,945.24 |
| Oct 10 | DEPOSIT | | 1,510.14 | 11,455.38 |

(continued on next page)

CIBC Account Statement

Oct 1 to Oct 31, 2014

Account number: 12-33017

Branch transit number: 00042

Transaction details (continued)

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|---------------|--|-------------------------|----------------------|---------------------|
| Oct 10 | Balance forward | | | \$11,455.38 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 3,332.95 | 14,788.33 |
| | CHEQUE 34438442 340 | 264.53 | | 14,523.80 |
| Oct 14 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 8,394.79 | 22,918.59 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 218.00 | 23,136.59 |
| | CHEQUE 28456736 336 | 967.62 | | 22,168.97 |
| | CHEQUE 36284347 337 | 514.36 | | 21,654.61 |
| Oct 15 | IN-BRANCH BILL PMT000000684201 NEBS PAYROLL SERVICE LIM 4506*****782 | 13,339.26 | | 8,315.35 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 10,765.56 | 19,080.91 |
| | MISC PAYMENT AMEX 9303574884 AMEX BANK OF CANADA | | 5,349.25 | 24,430.16 |
| | CHEQUE 32497206 335 | 560.60 | | 23,869.56 |
| Oct 16 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 6,532.02 | 30,401.58 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 3,490.01 | 33,891.59 |
| | CHEQUE 28164890 341 | 5,000.00 | | 28,891.59 |
| Oct 17 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 3,195.97 | 32,087.56 |
| Oct 20 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 15.00 | 32,102.56 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 6,672.75 | 38,775.31 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 591.63 | 39,366.94 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 331.14 | 39,698.08 |

(continued on next page)

CIBC Account Statement

Oct 1 to Oct 31, 2014

Account number: 12-33017

Branch transit number: 00042

Transaction details (continued)

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|---------------|--|-------------------------|----------------------|---------------------|
| Oct 20 | Balance forward | | | \$39,698.08 |
| | CHEQUE 34311239 309 | 39.51 | | 39,658.57 |
| | CHEQUE 36330217 348 | 254.25 | | 39,404.32 |
| Oct 21 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 992.71 | 40,397.03 |
| | CHEQUE 29149485 347 | 15.14 | | 40,381.89 |
| | CHEQUE 30271147 352 | 200.00 | | 40,181.89 |
| | CHEQUE 35393880 338 | 1,568.44 | | 38,613.45 |
| Oct 22 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 2,557.19 | 41,170.64 |
| | BILL PAYMENT MERCURY MARINE | 15,681.28 | | 25,489.36 |
| | CHEQUE 36031423 326 | 717.20 | | 24,772.16 |
| | CHEQUE 30487771 354 | 495.87 | | 24,276.29 |
| | CHEQUE 36148846 351 | 230.96 | | 24,045.33 |
| Oct 23 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 10,511.60 | 34,556.93 |
| | CHEQUE 27036472 345 | 722.50 | | 33,834.43 |
| | CHEQUE 27097531 360 | 1,060.39 | | 32,774.04 |
| Oct 24 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 15,950.44 | 48,724.48 |
| | CHEQUE 26500962 355 | 5,000.00 | | 43,724.48 |
| | CHEQUE 31200923 344 | 50.00 | | 43,674.48 |
| | CHEQUE 36434647 362 | 1,649.28 | | 42,025.20 |
| Oct 27 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 2,767.02 | 44,792.22 |
| | CHEQUE 36692860 350 | 270.00 | | 44,522.22 |
| | CHEQUE 36693502 363 | 3,272.80 | | 41,249.42 |
| Oct 28 | INTERNET BILL PMT000000834401 VERIDIAN CONNECTIONS 4506*****782 | 2,710.38 | | 38,539.04 |
| | INTERNET BILL PMT000000882475 BELLEVILLE (CITY OF) WATE 4506*****782 | 483.12 | | 38,055.92 |
| | CHEQUE 31395938 346 | 711.90 | | 37,344.02 |
| | CHEQUE 35323545 339 | 1,604.60 | | 35,739.42 |
| | CHEQUE 26262393 349 | 598.67 | | 35,140.75 |
| Oct 29 | INTERNET BILL PMT000000835427 NEBS PAYROLL SERVICE LIM 4506*****782 | 13,779.72 | | 21,361.03 |

(continued on next page)

CIBC Account Statement

Oct 1 to Oct 31, 2014

Account number: 12-33017

Branch transit number: 00042

Transaction details (continued)

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|--------|---|------------------|---------------|--------------------|
| Oct 29 | Balance forward | | | \$21,361.03 |
| | CHEQUE 26281665 364 | 237.30 | | 21,123.73 |
| | CHEQUE 27148558 365 | 3,142.53 | | 17,981.20 |
| | CHEQUE 30152545 356 | 5,000.00 | | 12,981.20 |
| Oct 30 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 8,399.39 | 21,380.59 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 8,027.21 | 29,407.80 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 8,226.40 | 37,634.20 |
| | CHEQUE 32093802 353 | 1,558.85 | | 36,075.35 |
| Oct 31 | DEPOSIT | | 3,739.05 | 39,814.40 |
| | INSURANCE INS31<DEFTPYMT> MARTIN MERRY & REID LIMITED | 1,328.60 | | 38,485.80 |
| | CHEQUE 28449896 361 | 495.36 | | 37,990.44 |
| | ACCOUNT FEE | 50.00 | | 37,940.44 |
| | PAPER STMNT FEE | 3.00 | | 37,937.44 |
| | Closing balance | | | \$37,937.44 |

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CIBC Account Statement

CRATE BELLEVILLE INC.

For Nov 1 to Nov 30, 2014

The names shown are based on our current records, as of January 28, 2015. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

Account number
12-33017

Branch transit number
00042

Account summary

| | | |
|--|----------|--------------------|
| Opening balance on Nov 1, 2014 | | \$37,937.44 |
| Withdrawals | - | 122,750.57 |
| Deposits | + | 115,325.30 |
| Closing balance on Nov 30, 2014 | = | \$30,512.17 |

Contact information

1 800 465 CIBC (2422)

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

TTY hearing impaired
1 800 465 7401

Outside Canada and the U.S.
1 902 420 CIBC (2422)

 www.cibc.com

Transaction details

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|--------------|---|------------------|---------------|--------------------|
| Nov 1 | Opening balance | | | \$37,937.44 |
| Nov 3 | MISC PAYMENT AMEX 9303574884 AMEX BANK OF CANADA | | 11,326.09 | 49,263.53 |
| | INTERNET BILL PMT000000733706 COGECO CABLE CANADA LP 4506*****782 | 214.64 | | 49,048.89 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 1,058.81 | 50,107.70 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 5,084.81 | 55,192.51 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | 2,710.29 | | 52,482.22 |
| | CHEQUE 26247315 359 | 444.94 | | 52,037.28 |

(continued on next page)

CIBC Account Statement

Nov 1 to Nov 30, 2014

Account number: 12-33017

Branch transit number: 00042

Transaction details (continued)

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|--------------|---|------------------|---------------|--------------------|
| Nov 3 | Balance forward | | | \$52,037.28 |
| Nov 4 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 16,087.98 | 68,125.26 |
| | DEPOSIT | | 8,875.35 | 77,000.61 |
| | INTERNET BILL PMT000000689688 VISA, TD/BANQUE TD 4506*****782 | 1,500.00 | | 75,500.61 |
| | INTERNET TRANSFER000000736823 4501*****232 | 500.00 | | 75,000.61 |
| | CHEQUE 29155062 261 | 9,040.00 | | 65,960.61 |
| | CHEQUE 36395884 222 | 8,000.00 | | 57,960.61 |
| | CHEQUE 36411205 366 | 1.80 | | 57,958.81 |
| Nov 5 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 22,031.56 | 79,990.37 |
| | BILL PAYMENT MERCURY MARINE | 3,779.03 | | 76,211.34 |
| | CHEQUE 12313078M 368 | 4,585.16 | | 71,626.18 |
| | CHEQUE 28385129 241 | 2,131.44 | | 69,494.74 |
| Nov 6 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 2,542.50 | 72,037.24 |
| Nov 7 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 6,385.37 | 78,422.61 |
| | INTERNET BILL PMT000000644057 UNION GAS 4506*****782 | 26.09 | | 78,396.52 |
| | INTERNET BILL PMT000000659724 UNION GAS 4506*****782 | 36.49 | | 78,360.03 |
| | CHEQUE 22419482 378 | 15.31 | | 78,344.72 |
| | CHEQUE 27099073 367 | 505.40 | | 77,839.32 |
| | CHEQUE 28150670 384 | 444.48 | | 77,394.84 |
| | CHEQUE 28154630 380 | 276.16 | | 77,118.68 |
| | CHEQUE 30190639 385 | 808.80 | | 76,309.88 |
| Nov 10 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 200.00 | 76,509.88 |
| | BILL PAYMENT MERCURY MARINE | 1,379.18 | | 75,130.70 |
| | CHEQUE 22535774 371 | 2,992.72 | | 72,137.98 |

(continued on next page)

CIBC Account Statement

Nov 1 to Nov 30, 2014

Account number: 12-33017

Branch transit number: 00042

Transaction details (continued)

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|---------------|---|------------------|---------------|--------------------|
| Nov 10 | Balance forward | | | \$72,137.98 |
| Nov 12 | INTERNET BILL PMT000000397218 NEBS PAYROLL SERVICE LIM 4506*****782 | 12,482.28 | | 59,655.70 |
| | CHEQUE 35073657 377 | 1,068.81 | | 58,586.89 |
| | CHEQUE 29049456 386 | 565.00 | | 58,021.89 |
| Nov 13 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 150.00 | 58,171.89 |
| | CHEQUE 35203935 383 | 176.50 | | 57,995.39 |
| | CHEQUE 26056389 372 | 3,138.57 | | 54,856.82 |
| | CHEQUE 26056392 373 | 3,138.57 | | 51,718.25 |
| | CHEQUE 27588952 370 | 565.00 | | 51,153.25 |
| Nov 14 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 190.00 | 51,343.25 |
| | CHEQUE 26164158 376 | 1,810.71 | | 49,532.54 |
| Nov 17 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 565.00 | 50,097.54 |
| | CHEQUE 28585520 358 | 5,000.00 | | 45,097.54 |
| | CHEQUE 31060862 382 | 90.40 | | 45,007.14 |
| Nov 18 | DEPOSIT | | 125.00 | 45,132.14 |
| Nov 19 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 569.50 | 45,701.64 |
| Nov 20 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 350.05 | 46,051.69 |
| | CHEQUE 26119860 374 | 3,138.58 | | 42,913.11 |
| Nov 21 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 1,888.80 | 44,801.91 |
| | CHEQUE 27172300 388 | 600.00 | | 44,201.91 |
| Nov 24 | DEPOSIT | | 8,871.74 | 53,073.65 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 716.01 | 53,789.66 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 2,954.86 | 56,744.52 |
| | CHEQUE 35385339 391 | 36,004.06 | | 20,740.46 |
| Nov 25 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 1,587.65 | 22,328.11 |

(continued on next page)

CIBC Account Statement

Nov 1 to Nov 30, 2014

Account number: 12-33017

Branch transit number: 00042

Transaction details (continued)

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|---------------|---|------------------|---------------|--------------------|
| Nov 25 | Balance forward | | | \$22,328.11 |
| Nov 26 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 5,456.77 | 27,784.88 |
| | INTERNET BILL PMT000000207199 NEBS PAYROLL SERVICE LIM 4506*****782 | 11,035.17 | | 16,749.71 |
| | DEPOSIT | | 6,180.61 | 22,930.32 |
| Nov 27 | CHEQUE 36118831 390 | 1,353.41 | | 21,576.91 |
| Nov 28 | MISC PAYMENT AMEX 9303574884 AMEX BANK OF CANADA | | 446.29 | 22,023.20 |
| | DEPOSIT | | 11,494.05 | 33,517.25 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 186.50 | 33,703.75 |
| | CHEQUE 22489139 375 | 3,138.58 | | 30,565.17 |
| | ACCOUNT FEE | 50.00 | | 30,515.17 |
| | PAPER STMT FEE | 3.00 | | 30,512.17 |
| | Closing balance | | | \$30,512.17 |

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CIBC Account Statement

CRATE BELLEVILLE INC.

For Dec 1 to Dec 31, 2014

The names shown are based on our current records, as of January 28, 2015. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

Account number
12-33017

Branch transit number
00042

Account summary

| | | |
|--|----------|-------------------|
| Opening balance on Dec 1, 2014 | | \$30,512.17 |
| Withdrawals | - | 62,058.24 |
| Deposits | + | 40,708.61 |
| Closing balance on Dec 31, 2014 | = | \$9,162.54 |

Contact information

1 800 465 CIBC (2422)

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

TTY hearing impaired
1 800 465 7401

Outside Canada and the U.S.
1 902 420 CIBC (2422)

www.cibc.com

Transaction details

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|--------------|--|------------------|---------------|--------------------|
| Dec 1 | Opening balance | | | \$30,512.17 |
| Dec 1 | MISC PAYMENT AMEX 9303574884 AMEX BANK OF CANADA | | 1,281.12 | 31,793.29 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | 1,440.94 | | 30,352.35 |
| | INSURANCE INS31<DEFTPMT> MARTIN MERRY & REID LIMITED | 1,328.60 | | 29,023.75 |
| | CHEQUE 26527788 223 | 8,000.00 | | 21,023.75 |
| Dec 2 | DEPOSIT CHEQUE 26152185 393 | 3,430.09 | 2,141.73 | 23,165.48 |
| Dec 3 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 176.44 | 19,911.83 |

(continued on next page)

CIBC Account Statement

Dec 1 to Dec 31, 2014

Account number: 12-33017

Branch transit number: 00042

Transaction details (continued)

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|--------------|---|-------------------------|----------------------|---------------------|
| Dec 3 | Balance forward | | | \$19,911.83 |
| Dec 5 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 185.00 | 20,096.83 |
| | BILL PAYMENT MERCURY MARINE | 3,664.47 | | 16,432.36 |
| | CHEQUE 26146899 396 | 2,421.39 | | 14,010.97 |
| | CHEQUE 35302779 395 | 74.18 | | 13,936.79 |
| Dec 8 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 91.68 | 14,028.47 |
| | CHEQUE 35450949 394 | 355.95 | | 13,672.52 |
| Dec 9 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 4,148.30 | 17,820.82 |
| Dec 10 | INTERNET BILL PMT00000032024 NEBS PAYROLL SERVICE LIMI 4506*****782 | 14,224.81 | | 3,596.01 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 472.98 | 4,068.99 |
| | CHEQUE 29459364 397 | 593.25 | | 3,475.74 |
| Dec 11 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 4,204.99 | 7,680.73 |
| Dec 12 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 2,588.34 | 10,269.07 |
| | CHEQUE 28461287 262 | 9,040.00 | | 1,229.07 |
| | CHEQUE 30169564 401 | 1,227.28 | | 1.79 |
| Dec 15 | E-TRANSFER000000866112 RYAN CRATE 4506*****782 | | 1,500.00 | 1,501.79 |
| | E-TRANSFER000000198394 RYAN CRATE 4506*****782 | | 2,500.00 | 4,001.79 |
| | CHEQUE 28151414 399 | 994.18 | | 3,007.61 |
| | CHEQUE 35439411 392 | 339.00 | | 2,668.61 |
| Dec 16 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 2,977.50 | 5,646.11 |
| | CHEQUE 36173113 400 | 1,966.20 | | 3,679.91 |
| Dec 19 | INTERNET BILL PMT000000774687 UNION GAS 4506*****782 | 74.51 | | 3,605.40 |

(continued on next page)

CIBC Account Statement

Dec 1 to Dec 31, 2014

Account number: 12-33017

Branch transit number: 00042

Transaction details (continued)

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|---------------|---|-------------------------|----------------------|---------------------|
| Dec 19 | Balance forward | | | \$3,605.40 |
| | INTERNET BILL PMT000000784677 | 56.67 | | 3,548.73 |
| | UNION GAS 4506*****782 | | | |
| | INTERNET BILL PMT000000798481 | 103.54 | | 3,445.19 |
| | UNION GAS 4506*****782 | | | |
| | DEPOSIT | | 1,169.00 | 4,614.19 |
| | DEPOSIT | | 300.00 | 4,914.19 |
| | WIRE TRANSFER 00042 | | 6,673.26 | 11,587.45 |
| | VIRTUAL BRIDGE S.A.L. (OFFSHOR 1925401 8013159 | | | |
| | CHEQUE 35248044 402 | 1,000.00 | | 10,587.45 |
| | CHEQUE 27283891 398 | 174.59 | | 10,412.86 |
| Dec 22 | INTERNET BILL PMT000000597591 | 7,872.16 | | 2,540.70 |
| | NEBS PAYROLL SERVICE LIM 4506*****782 | | | |
| | MISC PAYMENT 8027265878 | | 3,420.36 | 5,961.06 |
| | ELAVON MERCH SVCS | | | |
| | DEPOSIT | | 1,752.91 | 7,713.97 |
| Dec 24 | BILL PAYMENT | 1,212.31 | | 6,501.66 |
| | MERCURY MARINE | | | |
| Dec 30 | WIRE TRANSFER 00042 | | 4,985.00 | 11,486.66 |
| | EAST MARINA INVESTMENTS LTD 3034352 8049336 | | | |
| Dec 31 | MISC PAYMENT 8027265878 | | 140.00 | 11,626.66 |
| | ELAVON MERCH SVCS | | | |
| | INSURANCE | 1,328.60 | | 10,298.06 |
| | INS31<DEFTPYMT> MARTIN MERRY & REID LIMITED | | | |
| | CHEQUE 27254827 404 | 1,082.52 | | 9,215.54 |
| | ACCOUNT FEE | 50.00 | | 9,165.54 |
| | PAPER STMNT FEE | 3.00 | | 9,162.54 |
| | Closing balance | | | \$9,162.54 |

CIBC Account Statement

Dec 1 to Dec 31, 2014

Account number: 12-33017

Branch transit number: 00042

Important: This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

***Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

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CIBC Account Statement

CRATE BELLEVILLE INC.

For Jan 1 to Jan 31, 2015

The names shown are based on our current records, as of February 6, 2015. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

Account number
12-33017

Branch transit number
00042

Account summary

| | | |
|--|----------|-------------------|
| Opening balance on Jan 1, 2015 | | \$9,162.54 |
| Withdrawals | - | 103,228.84 |
| Deposits | + | 103,976.64 |
| Closing balance on Jan 31, 2015 | = | \$9,910.34 |

Contact information

1 800 465 CIBC (2422)

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

TTY hearing impaired
1 800 465 7401

Outside Canada and the U.S.
1 902 420 CIBC (2422)

www.cibc.com

Transaction details

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|--------------|--|------------------|---------------|-------------------|
| Jan 1 | Opening balance | | | \$9,162.54 |
| Jan 2 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | 390.59 | | 8,771.95 |
| | CHEQUE 26389125 274 | 9,040.00 | | -268.05 |
| Jan 5 | CHEQUE 28147985 224 | 8,000.00 | | -8,268.05 |
| | CORRECTION 00042 | | 390.59 | -7,877.46 |
| | NSF CHARGE 00042 | 45.00 | | -7,922.46 |
| | REVERSAL 28147985 | | 8,000.00 | 77.54 |
| | NSF CHARGE 00042 | 45.00 | | 32.54 |
| Jan 6 | CHEQUE 27160972 403 | 359.85 | | -327.31 |
| Jan 7 | MISC PAYMENT AMEX 9303574884 AMEX BANK OF CANADA | | 300.89 | -26.42 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 3,241.68 | 3,215.26 |
| | DEPOSIT | | 71,191.00 | 74,406.26 |

(continued on next page)

CIBC Account Statement

Jan 1 to Jan 31, 2015

Account number: 12-33017

Branch transit number: 00042

Transaction details (continued)

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|--------|---|------------------|---------------|--------------------|
| Jan 7 | Balance forward | | | \$74,406.26 |
| | INTERNET BILL PMT000000563738 | 214.64 | | 74,191.62 |
| | COGECO CABLE CANADA LP 4506*****782 | | | |
| | INTERNET BILL PMT000000560959 | 394.09 | | 73,797.53 |
| | UNION GAS 4506*****782 | | | |
| | INTERNET BILL PMT000000566253 | 119.29 | | 73,678.24 |
| | UNION GAS 4506*****782 | | | |
| | INTERNET BILL PMT000000562782 | 359.18 | | 73,319.06 |
| | UNION GAS 4506*****782 | | | |
| | INTERNET BILL PMT000000569158 | 2,391.30 | | 70,927.76 |
| | VERIDIAN CONNECTIONS 4506*****782 | | | |
| | INTERNET BILL PMT000000565364 | 3,199.99 | | 67,727.77 |
| | BELLEVILLE (CITY OF) WATE 4506*****782 | | | |
| Jan 8 | MISC PAYMENT | | 211.00 | 67,938.77 |
| | 8027265878 ELAVON MERCH SVCS | | | |
| | MISC PAYMENT | | 45.00 | 67,983.77 |
| | S/C-OTHER PROCESSED BY-BCC Site #4 | | | |
| | CHEQUE 29263830 444 | 500.00 | | 67,483.77 |
| | CHEQUE 22069118 416 | 1,768.12 | | 65,715.65 |
| | CHEQUE 22069373 440 | 1,650.14 | | 64,065.51 |
| Jan 9 | INTERNET BILL PMT000000007380 | 2,533.45 | | 61,532.06 |
| | NEBS PAYROLL SERVICE LIM 4506*****782 | | | |
| | MISC PAYMENT | 20.00 | | 61,512.06 |
| | 8027265878 ELAVON MERCH SVCS | | | |
| | MISC PAYMENT | 390.59 | | 61,121.47 |
| | 8027265878 ELAVON MERCH SVCS | | | |
| | CHEQUE 26571141 433 | 1,717.12 | | 59,404.35 |
| | CHEQUE 27511099 435 | 871.23 | | 58,533.12 |
| | CHEQUE 28145582 432 | 1,477.19 | | 57,055.93 |
| | CHEQUE 31194005 421 | 2,270.66 | | 54,785.27 |
| Jan 12 | CHEQUE 27085969 410 | 375.46 | | 54,409.81 |
| | CHEQUE 31308179 437 | 348.56 | | 54,061.25 |
| | CHEQUE 35347326 431 | 8,000.00 | | 46,061.25 |
| | CHEQUE 36194521 415 | 634.74 | | 45,426.51 |

(continued on next page)

CIBC Account Statement

Jan 1 to Jan 31, 2015

Account number: 12-33017

Branch transit number: 00042

Transaction details (continued)

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|--------|---|------------------|---------------|--------------------|
| Jan 12 | Balance forward | | | \$45,426.51 |
| Jan 13 | CHEQUE 27263755 406 | 1,052.96 | | 44,373.55 |
| | CHEQUE 31370540 411 | 275.93 | | 44,097.62 |
| | CHEQUE 35516109 436 | 5,324.12 | | 38,773.50 |
| Jan 14 | CHEQUE 10061564M 405 | 10,000.00 | | 28,773.50 |
| Jan 15 | CHEQUE 22222994 407 | 339.00 | | 28,434.50 |
| | CHEQUE 27584704 381 | 468.95 | | 27,965.55 |
| Jan 16 | CHEQUE 27181708 423 | 230.82 | | 27,734.73 |
| | CHEQUE 28479944 409 | 852.11 | | 26,882.62 |
| | CHEQUE 30473899 412 | 2,612.96 | | 24,269.66 |
| | CHEQUE 36135640 438 | 170.81 | | 24,098.85 |
| Jan 19 | BILL PAYMENT MERCURY MARINE | 126.58 | | 23,972.27 |
| | CHEQUE 28483076 422 | 453.00 | | 23,519.27 |
| | CHEQUE 34236758 206 | 2,131.44 | | 21,387.83 |
| | CHEQUE 34236761 434 | 2,137.87 | | 19,249.96 |
| Jan 20 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 5,017.37 | 24,267.33 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 625.10 | 24,892.43 |
| | CHEQUE 28041944 419 | 50.39 | | 24,842.04 |
| Jan 21 | INTERNET BILL PMT000000159164 NEBS PAYROLL SERVICE LIM 4506*****782 | 7,913.01 | | 16,929.03 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 1,032.98 | 17,962.01 |
| | CHEQUE 27107242 446 | 1,081.06 | | 16,880.95 |
| | CHEQUE 35151474 428 | 394.37 | | 16,486.58 |
| Jan 22 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 1,839.21 | 18,325.79 |
| Jan 23 | DEPOSIT | | 3,300.00 | 21,625.79 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | 150.00 | | 21,475.79 |
| | CHEQUE 35370594 451 | 638.45 | | 20,837.34 |
| Jan 26 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 5,000.00 | 25,837.34 |
| | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 633.10 | 26,470.44 |

(continued on next page)

CIBC Account Statement

Jan 1 to Jan 31, 2015

Account number: 12-33017

Branch transit number: 00042

Transaction details (continued)

| Date | Description | Withdrawals (\$) | Deposits (\$) | Balance (\$) |
|--------|--|------------------|---------------|--------------------|
| Jan 26 | Balance forward | | | \$26,470.44 |
| | CHEQUE 27508516 429 | 69.14 | | 26,401.30 |
| | CHEQUE 28197569 424 | 85.46 | | 26,315.84 |
| | CHEQUE 34476104 447 | 521.79 | | 25,794.05 |
| Jan 27 | CHEQUE 22365326 417 | 417.75 | | 25,376.30 |
| Jan 28 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 898.35 | 26,274.65 |
| | STOP PAYMT CHARGE | 12.50 | | 26,262.15 |
| | DEPOSIT | | 1,240.00 | 27,502.15 |
| | INTERNET BILL PMT000000896394 COGECO CABLE CANADA LP 4506*****782 | 214.64 | | 27,287.51 |
| | INTERNET BILL PMT000000890888 UNION GAS 4506*****782 | 406.70 | | 26,880.81 |
| | INTERNET BILL PMT000000894773 UNION GAS 4506*****782 | 117.90 | | 26,762.91 |
| | INTERNET BILL PMT000000895614 UNION GAS 4506*****782 | 187.98 | | 26,574.93 |
| | INTERNET BILL PMT000000900173 VERIDIAN CONNECTIONS 4506*****782 | 2,898.47 | | 23,676.46 |
| | INTERNET BILL PMT000000892799 BELLEVILLE (CITY OF) WATE 4506*****782 | 172.28 | | 23,504.18 |
| | CHEQUE 22495844 418 | 3,581.63 | | 19,922.55 |
| Jan 29 | MISC PAYMENT 8027265878 ELAVON MERCH SVCS | | 1,010.37 | 20,932.92 |
| | CHEQUE 22107533 450 | 10,000.00 | | 10,932.92 |
| Jan 30 | CHEQUE 27452371 448 | 959.39 | | 9,973.53 |
| | OVERDRAFT S/C | 10.00 | | 9,963.53 |
| | ACCOUNT FEE | 50.00 | | 9,913.53 |
| | OVERDRAFT INTEREST | 0.19 | | 9,913.34 |
| | PAPER STMNT FEE | 3.00 | | 9,910.34 |
| | Closing balance | | | \$9,910.34 |

CIBC Account Statement

Jan 1 to Jan 31, 2015

Account number: 12-33017

Branch transit number: 00042

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**IN THE MATTER OF THE RECEIVERSHIP OF
CRATE MARINE SALES LIMITED, F.S. CRATE & SONS LIMITED,
1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED,
1282648 ONTARIO LIMITED, 1382415 ONTARIO LTD., and 1382416 ONTARIO LTD.**

Commercial List File No. CV-14--10798-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at
Toronto**

**SUPPLEMENTARY MOTION RECORD OF THE
RECEIVER
(Motion Returnable May 5, 2015
for Advice and Directions)**

GOLDMAN SLOAN NASH & HABER LLP

480 University Avenue, Suite 1600
TORONTO, ON M5G 1V2
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Lawyers for A. Farber & Partners Inc. in its capacity as the Court
appointed Receiver of Crate Marine Sales Limited, F.S. Crate & Sons
Limited, 1330732 Ontario Limited, 1328559 Ontario Limited
1282648 Ontario Limited, 1382415 Ontario Ltd., and 1382416
Ontario Ltd.