

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF AN APPLICATION BY WASANDA ENTERPRISES INC.
UNDER THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED AND BUSINESS CORPORATIONS ACT,
R.S.O. 1990, c.B-16, AS AMENDED**

**AND IN THE MATTER OF A PLAN OR PLANS OF COMPROMISE
OR ARRANGEMENT TO BE PROPOSED IN RESPECT OF
D'ANGELO BRANDS LTD. AND 1540633 ONTARIO INC.
O/A STEELBACK BREWERIES**

Respondents

APPLICATION RECORD

Date: November 15, 2007

AYLESWORTH LLP

Barristers & Solicitors

Ernst & Young Tower, TD Centre

P.O. Box 124, 18th Floor, 222 Bay Street

Toronto, ON M5K 1H1

Richard B. Jones (LSUC No. 11575V)

Tel: 416-777-4022

Lisa S. Corne (LSUC No. 27974M)

Tel: 416-646-4608

Fax: 416-865-1398

Solicitors for the Applicant,

Wasanda Enterprises Inc.

TO: **D'ANGELO BRANDS LTD.**
14 Brewster Road
Brampton, Ontario
L4W 3W6

AND TO: **1546033 ONTARIO INC.**
14 Brewster Road
Brampton, Ontario
L4W 3W6

Attention: Jonathon Sherman, President

AND TO: **FRANK D'ANGELO**
265 Forest Hill Road
Toronto, Ontario
M5P 2N3

AND TO: **S.E.I.U. LOCAL 2. ON
BREWERY, GENERAL
PROFESSIONAL WORKERS' UNION**
238 Jane Street
Toronto, Ontario
M6S 3Z1

Attention: J. Cameron Nelson

AND TO: **THORNTON GROUP FINNIGAN LLP**
Canadian Pacific Tower, TD Centre
100 Wellington St. W., Suite 3200
Toronto, Ontario
M5K 1K7
Attn: James H. Grout
Phone: 416 304-0557
Fax: 416 304-1313

Solicitors for D'Angelo Brands Ltd.
and 1546033 Ontario Inc.

AND TO: **KRONIS, ROTSZTAIN, MARGLES, CAPPEL**
25 Sheppard Ave. W., Suite 700
North York, ON M2N 6S6
Attn: Mervyn Abramowitz
Phone: 416 218-5620
Fax: 416 225-3910

Solicitor for Mintz & Partners Limited

I N D E X

INDEX

TAB	DOCUMENT
1.	Notice of Application
2.	Affidavit of Manfred Sandler, sworn November 14, 2007
3.	Affidavit of Jonathon Sherman, sworn November 14, 2007
A	Exhibit "A" Letter dated November 13, 2007
B	Exhibit "B" Letter dated November 13, 2007
C	Exhibit "C" Notice of Intention to Enforce A Security
D	Exhibit "D" Notice of Intention to Enforce A Security
E	Exhibit "E" Flow Chart
F	Exhibit "F" Statement of Operations
G	Exhibit "G" Statement of Operations
H	Exhibit "H" Balance Sheet
I	Exhibit "I" Balance Sheet
J	Exhibit "J" Unaudited Balance Sheets
K	Exhibit "K" Financial Statements
L	Exhibit "L" PPSA Search
M	Exhibit "M" PPSA Certificate
N	Exhibit "N" PPSA Registry
O	Exhibit "O" PPSA Search Results
P	Exhibit "P" D'Angelo Brands Flow Chart
Q	Exhibit "Q" Steelback Flow Chart
R	Exhibit "R" Letter dated November 14, 2007
4.	Consent
5.	Draft Order
6.	Blackline Draft Order to Model Order

TAB 1

**ONTARIO
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**IN THE MATTER OF AN APPLICATION BY WASANDA ENTERPRISES INC.
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O/A STEELBACK BREWERIES**

Respondents

NOTICE OF APPLICATION

TO THE RESPONDENT(S)

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

THIS APPLICATION will come on for a hearing on Thursday, November 15, 2007 at 10:00 a.m. at 330 University Avenue, Toronto, Ontario

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

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

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

Date: November 15, 2007

Issued by _____
Local registrar

330 University Avenue, 7th Floor
Toronto, ON M5G 1R7

TO: **D'ANGELO BRANDS LTD.**
14 Brewster Road
Brampton, Ontario
L4W 3W6

AND TO: **1546033 ONTARIO INC.**
14 Brewster Road
Brampton, Ontario
L4W 3W6

Attention: Jonathon Sherman, President

AND TO: **FRANK D'ANGELO**
265 Forest Hill Road
Toronto, Ontario
M5P 2N3

AND TO: **S.E.I.U. LOCAL 2. ON
BREWERY, GENERAL
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Attention: J. Cameron Nelson

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Canadian Pacific Tower, TD Centre
100 Wellington St. W., Suite 3200
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Attn: James H. Grout
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Solicitors for D'Angelo Brands Ltd.
and 1546033 Ontario Inc.

AND TO: **KRONIS, ROTSZTAIN, MARGLES, CAPPEL**
25 Sheppard Ave. W., Suite 700
North York, ON M2N 6S6
Attn: Mervyn Abramowitz
Phone: 416 218-5620
Fax: 416 225-3910

Solicitor for Mintz & Partners Limited

APPLICATION

1. The Applicant, Wasanda Enterprises Inc. (“Wasanda”) a secured creditor of D’Angelo Brands Ltd. and 1540633 Ontario Inc. (together, the “Debtors”), makes application for:

- (a) An Order, if necessary, abridging the time for, validating the manner of, or dispensing with service of this notice of application and the application record;
- (b) Interim relief pursuant to the *Companies Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”), including an Initial Order on the terms set out in the form of the draft order attached at Tab 3 of the within application record;
- (c) An Order approving a plan of arrangement to be proposed by the Applicant as a creditor of the Debtors; and
- (d) such further and other relief as counsel may advise and this Honourable Court may deem just.

2. The grounds for the application are:

- (a) The Debtors are insolvent;
- (b) The Debtors have assets in Canada and carry on business in Canada;
- (c) The claims of the Applicant against each of the Debtors exceeds \$5,000,000.00;
- (d) The Applicant, with the cooperation and assistance of the Debtors, intends to attempt a restructuring of the businesses of the Debtors as outlined in the Affidavit of Jonathon Sherman, sworn November 13, 2007;
- (e) The Debtors urgently require a stay of proceedings from their creditors;
- (f) The protection of an Initial Order and a stay of proceedings will provide the Debtors with an orderly and effective forum for addressing the various claims against them, as well as the time and opportunity necessary for the Applicant and the Debtors to assess and implement a successful restructuring strategy;

- (g) The Debtors urgently require additional financing in order to continue as a going concern, and such financing cannot be obtained except pursuant to these proceedings and the Order sought by the Applicant;
 - (h) Such other grounds as set out in the Affidavit of Jonathon Sherman, sworn November 13, 2007;
 - (i) The provisions of the CCAA;
 - a) Rules 3.02 and 14.05 of the Rules of Civil Procedure, R.R.O. 1990, Reg. 194; and
 - b) Such further and other grounds as counsel may advise and this Honourable Court may permit.
3. The following documentary evidence will be used at the hearing of the application:
- (a) The Affidavit of Manfred Sandler, sworn November 14, 2007;
 - (b) The Affidavit of Jonathon Sherman, sworn November 14, 2007; and the exhibits annexed thereto;
 - (c) The consent of Mintz & Partners Limited to act as Monitor, filed; and
 - (d) Such further and other evidence as counsel may advise and this Honourable Court permit.

Date: November 15, 2007

AYLESWORTH LLP

Barristers & Solicitors
Ernst & Young Tower, TD Centre
P.O. Box 124, 18th Floor, 222 Bay Street
Toronto, ON M5K 1H1

Richard B. Jones (LSUC No. 11575V)

Tel: 416-777-4022

Lisa S. Corne (LSUC No. 27974M)

Tel: 416-646-4608

Fax: 416-865-1398

Solicitors for the Applicant,
Wasanda Enterprises Inc.

IN THE MATTER OF AN APPLICATION BY WASANDA ENTERPRISES INC. UNDER THE COMPANIES'
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND BUSINESS CORPORATIONS ACT,
R.S.O. 1990, c.B-16, AS AMENDED

AND IN THE MATTER OF A PLAN OR PLANS OF COMPROMISE OR ARRANGEMENT TO BE PROPOSED IN
RESPECT OF D'ANGELO BRANDS LTD. AND 1540633 ONTARIO INC. , O/A AS STEELBACK BREWERIES

Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

NOTICE OF APPLICATION

AYLESWORTH LLP

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Solicitors for the Applicant, Wasanda

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
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**IN THE MATTER OF AN APPLICATION BY WASANDA ENTERPRISES INC.
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O/A STEELBACK BREWERIES**

Respondents

AFFIDAVIT OF MANFRED SANDLER

I, Manfred Sandler, of the City of Toronto, in the Province of Ontario, AFFIRM AND SAY AS FOLLOWS:

1. I am experienced in business matters and an employee of the Sherfam Group of companies of which Wasanda Enterprises Inc. ("Wasanda") is a member. I have reviewed the investment by Wasanda and its loans to D'Angelo Brands Ltd. ("D'Angelo Brands") and 1540633 Ontario Inc., o/a Steelback Breweries ("Steelback"), (D'Angelo Brands and Steelback are hereinafter collectively referred to as the "Debtors"). Accordingly, I have knowledge of the matters to which I hereinafter depose, save and except those matters expressly stated to be based upon information provided to me by others, in which case I believe such information to be true.

2. Wasanda is a private investment company which provides financing to a variety of businesses. Wasanda advanced funds on a secured basis to QTF Foods Inc. ("QTF"). In September, 2002, 1540633 Ontario Inc. purchased all of the assets, property and undertaking of QTF Foods Inc. from Mintz & Partners Limited, in its capacity as receiver and manager appointed pursuant to the security of Wasanda. The purchase price for the assets, property and undertaking of QTF was satisfied by the issuance of a Debenture by 1540633 Ontario Inc. in favour of Wasanda in the principal amount of \$5 Million. In connection with that transaction, D'Angelo Brands guaranteed the payment by and performance of all of the obligations

whatsoever of 1546033 Ontario Inc. to Wasanda, pursuant to a Guarantee and Postponement of Claims dated September 23, 2002.

3. In 2002, D'Angelo Brands also approached Wasanda for a loan in the principal amount of \$10 Million, for the purpose of financing its various business operations. Wasanda agreed to advance funds to D'Angelo Brands on a secured basis.

4. The amounts advanced by Wasanda to D'Angelo Brands have increased over time and as at November 7, 2007, the principal amount outstanding was \$96,619,464.20. The principal amounts advanced by Wasanda in favour of D'Angelo Brands bear interest at 10% per annum, calculated, compounded and payable monthly.

5. As at November 7, 2007, a total principal amount in excess of \$100 Million, plus approximately \$20 Million in accrued interest was owing by the Debtors to Wasanda. The indebtedness of D'Angelo Brands and 1540633 Ontario Inc. to Wasanda is evidenced by the following loan and security documents, among others:

- a) A Debenture dated September 23, 2002, granted by Steelback in favour of Wasanda;
- b) A Guarantee and Postponement of Claim dated September 23, 2002, granted by D'Angelo Brands in favour of Wasanda;
- c) A Debenture dated December 19, 2002, granted by D'Angelo Brands in favour of Wasanda;
- d) A Loan Agreement dated June 2003, between D'Angelo Brands and Wasanda;
- e) A supplemental Debenture dated October 3, 2003, granted by D'Angelo Brands in favour of Wasanda;
- f) A Loan Agreement dated May 5, 2004, among D'Angelo Brands and Wasanda;
- g) A Debenture dated May 5, 2004, granted by D'Angelo Brands in favour of Wasanda;
- h) A Guarantee and Postponement of Claim granted by Steelback in favour of Wasanda dated May 5, 2004; and

- i) A general Security Agreement dated May 5, 2004, granted by Steelback in favour of Wasanda.

6. The security held by Wasanda is registered against title to the Debtors' real property and registered under the *Personal Property Security Act* (Ontario) against all of the Debtors' assets, property and undertakings.

7. In addition to its rights as a secured creditor of the Debtors, Wasanda has exercised warrants in D'Angelo Brands, Inc. Those warrants entitle Wasanda to receive voting shares in excess of 90% of the issued and outstanding shares in the capital of D'Angelo Brands, Inc. D'Angelo Brands, Inc., in turn, owns, directly or indirectly, all of the shares of each of the Debtors.

8. Over the past six months, Dr. Bernard Sherman, the principal and controlling shareholder of Wasanda became concerned about the financial condition of the Debtors, the loans extended to the Debtors by Wasanda, and the Debtors' underlying businesses. On behalf of Wasanda, Dr. Sherman and I have carried out a number of inquiries, and as a result of these inquiries, Dr. Sherman has determined that there are serious problems in the Debtors' businesses and operations. Some of the problems affecting the Debtors' businesses include: a) the incurring by Steelback of marketing and advertising commitments that did not reflect the company's sales volume; and b) increased operational costs including production and packaging attributed to poor plant efficiencies.

9. Dr. Sherman has determined that it is necessary for the businesses carried on by D'Angelo Brands and Steelback to be drastically restructured, and accordingly, Dr. Sherman has designated his son, Mr. Jonathon Sherman to take over control and management of the business operations in an effort to assess and identify those parts of the businesses which can be preserved and in an effort to continue the enterprises on a restructured basis.

10. Wasanda is supportive of the restructuring efforts being undertaken by new management of D'Angelo Brands and Steelback and is prepared to provide debtor in possession financing to them pursuant to a commitment letter dated November 14, 2007, to enable the business operations to continue for a period of time while Wasanda works with incumbent management to develop a plan of restructuring of the enterprises.

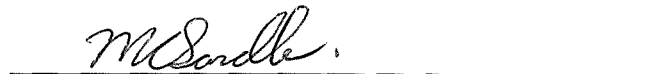
11. This Affidavit is affirmed in support of the application by Wasanda under the *Companies' Creditors Arrangement Act* and *Business Corporations Act* (Ontario) and for no other or improper purpose.

SWORN OR AFFIRMED before)
me at the City of Toronto, in the)
Province of Ontario, this 15th day of)
November, 2007.)



A Commissioner for taking affidavits.

RICHARD B. JONES



MANFRED SANDLER

IN THE MATTER OF AN APPLICATION BY WASANDA ENTERPRISES INC. UNDER THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND BUSINESS CORPORATIONS ACT, R.S.O. 1990, c.B-16, AS AMENDED

AND IN THE MATTER OF A PLAN OR PLANS OF COMPROMISE OR ARRANGEMENT TO BE PROPOSED IN RESPECT OF D'ANGELO BRANDS LTD. AND 1540633 ONTARIO INC., O/A STEELBACK BREWERIES

Debtors

Court File No.

ONTARIO
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PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF MANFRED SANDLER

AYLESWORTH LLP

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Solicitors for the Debtors

TAB 3

Court File No.

**ONTARIO
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O/A STEELBACK BREWERIES**

Respondents

AFFIDAVIT OF JONATHON SHERMAN

I, Jonathon Sherman, of the Township of King, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the President and Chief Executive Officer of D'Angelo Brands Ltd. ("D'Angelo Brands") and 1540633 Ontario Inc., operating as Steelback Breweries ("Steelback"), the Debtors in this proceeding (collectively, the "Debtors"), and as such, I have knowledge of the matters to which I hereinafter depose, save and except those matters stated to be based on information provided to me by others, in which case I believe such information to be true.

Overview-Nature of Application and Relief Sought

2. This Application is being made by Wasanda Enterprises Inc. for an initial order, other necessary interim relief and approval of plans of arrangement pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") and pursuant to the *Ontario Business Corporations Act*, R.S.O. 1990, c. B-16 as amended (the "OBCA"). The Debtors, D'Angelo and Steelback, consent to the Application.

3. As discussed in greater detail below, each of the Debtors operates one or more distinct businesses within the food and beverage industry. Over the past several years, each of the Debtors has incurred significant losses. There are a number of factors behind the financial

problems affecting the businesses carried on by the Debtors, including lower than projected sales levels, media and sponsorship commitments which were not reflective of sales levels, ineffective marketing and promotional campaigns and higher than projected production costs. D'Angelo Brands has also suffered diminished margins due to the increased value of the Canadian dollar.

4. With the financial support of Wasanda Enterprises Inc. ('Wasanda'), the Debtors have been able to continue to carry on business during the past several years, notwithstanding these significant losses. The Debtors were recently advised by Wasanda that it is no longer willing to provide further financial support to the Debtors, in the absence of a substantial restructuring of the businesses and obligations of the Debtors.

5. As described in greater detail below, the Debtors are indebted to Wasanda in an amount in excess of \$100,000,000 in principal, plus accrued and unpaid interest thereon. As security for payment of the Debtors' obligations to it, Wasanda holds first charge security over all of the assets, property and undertakings of the Debtors.

6. On November 13, 2007, Wasanda demanded payment by the Debtors of their indebtedness, and delivered Notices of Intention to Enforce Security. Attached hereto and marked as Exhibits "A" and "B" to this my affidavit are, respectively, true copies of the demands delivered to each of D'Angelo and Steelback. Attached hereto and marked as Exhibits "C" and "D" to this my affidavit are true copies of the Notices of Intention to Enforce Security. I have waived the ten-day period under those notices on behalf of the Debtors. Given the current value of the Debtors' combined assets, the Debtors expect that Wasanda would suffer a very substantial deficiency in the recovery of its indebtedness upon a liquidation of the Debtors' property and businesses.

7. As a result of the losses incurred by the Debtors, and their significant insolvency, the Debtors have no commercially viable means by which to continue to finance their operations in the ordinary course beyond the middle of November 2007. Due to the Debtor's serious financial difficulties, a stay of proceedings is required to provide the Debtors with the stability they require, while they assess the future viability of their business operations, deal with suppliers and customers, minimize disruption to the customers' businesses, and, with the assistance of Wasanda, develop a restructuring plan.

Description of the Debtors and Their Businesses

8. The Debtors are both Ontario corporations, all of the shares of which are owned, directly or indirectly, by D'Angelo Brands, Inc., a corporation incorporated and existing under the laws of the State of Nevada. Attached hereto as Exhibit "E" is a corporate diagram in respect of the Debtors.

9. As noted above, each of the Debtors carries on one or more distinct business. D'Angelo Brands operates several businesses including:

- (a) The manufacture, packaging and marketing of its propriety line of non-alcoholic beverages such as fruit juices, colas, energy drinks, and flavoured bottled water drinks;
- (b) Contract packaging of certain other non D'Angelo Branded products;
- (c) The bottling and packaging of all beers produced by Steelback;
- (d) An Italian themed restaurant in Mississauga known as Mama D's Restaurant; and
- (e) Produce Sales, under the D'Angelo Brand, including frozen fruits and canned tomatoes.

10. D'Angelo Brands maintains its head office and a warehouse in Brampton, Ontario at premises which it owns located at 14 Brewster Road, Brampton. D'Angelo Brands also leases additional warehouse, packaging and office space at 4454 Eastgate Parkway in Mississauga, Ontario, and has a separate packaging plant and warehouse space in leased premises at 4500 Eastgate Parkway in Mississauga, Ontario. In addition, D'Angelo Brands owns and operates a warehouse facility and manufacturing plant located at 1215 Rue Grande Caroline in Rougemont, Quebec.

11. As at November 5, 2007, D'Angelo Brands had a total of 256 employees, comprised of 39 full-time and 2 part-time salaried employees, 166 full-time hourly employees, and 49 part-time hourly employees.

12. Steelback is a single brewery operation that produces eleven different brands of beer in both package and draught formats at its owned premises located at 88 Farrell Drive in Tiverton,

Ontario. The beer is then transported to D'Angelo Brands' Mississauga bottling plant to be packaged. Four of its eleven brands have recently been recognized in their respective categories at the 2007 Ontario Brewing Awards. Steelback also occupies a warehouse owned by D'Angelo Brands and located at 148 Farrell Drive in Tiverton, Ontario.

13. As of November 5, 2007, Steelback had a total of 48 employees, comprised of 19 full-time salaried employees, 27 full-time hourly employees, and 2 part-time hourly employees.

14. The bottling and general labourers, brewing, filtering and retail store employees of Steelback (other than office, sales, quality control employees and supervisors, quality control managers, brewery managers and persons above the rank of supervisors) are members of the Brewery General and Professional Workers Union, S.E.I.U. Local 2. The Union has a collective agreement in place with Steelback which expires on December 31, 2011.

Financial Position of the Debtors

15. Attached hereto and marked as Exhibits "F" and "G" are copies of the most current statement of operations for each of D'Angelo Brands and Steelback, respectively for the four month period ending August 31, 2007. Attached hereto and marked as Exhibits "H" and "I" are copies of the Balance Sheet as at August 31, 2007 for each of D'Angelo Brands and Steelback, respectively.

16. As shown on its Balance Sheet, D'Angelo Brands has current assets of approximately \$7.7 million and total assets of approximately \$49.6 million. As at the same date, D'Angelo Brands had current liabilities of approximately \$24.9 million and total liabilities of approximately \$115 million. D'Angelo Brands is insolvent and not able to meet its current obligations as those became due.

17. D'Angelo Brands' Statement of Operations reflects that in the four months ending August 31, 2007, D'Angelo Brands incurred a net loss of approximately \$8.1 million before income taxes.

18. As shown on Steelback's Balance Sheet at August 31, 2007, Steelback had current assets of approximately \$3 million and total assets of approximately \$8.5 million at that date. As at the same date, Steelback had current liabilities of approximately \$6.6 million and total liabilities of

approximately \$47 million. In addition, Steelback is a joint Debtor with D'Angelo Brands for the entire debt due to Wasanda. Steelback is also insolvent.

19. Steelback's Statement of Operations reflects that in the four months ending August 31, 2007, Steelback incurred a net loss of approximately \$5.9 million, before income taxes.

20. In addition to the figures outlined above, D'Angelo Brands and Steelback have both sustained significant losses over the past 2 years. Attached hereto and marked collectively as Exhibit "J" are copies of the unaudited Balance Sheet of D'Angelo Brands as at April 30, 2006 and its unaudited Statement of Loss for the fiscal year then ended. As reflected in those financial Statements, D'Angelo Brands suffered a net loss, before tax, of approximately \$13.7 million in the fiscal year ended April 30, 2006 and a net loss, before tax, of approximately \$10.4 million in the fiscal year ended April 30, 2005.

21. Steelback incurred a net loss for the year ended April 30, 2007, before tax, in the amount of approximately \$11.6 million. Attached hereto and marked as Exhibit "K" are copies of the Financial Statements (Unaudited) of Steelback for the year ended April 30, 2007.

22. The principal causes of the financial problems and losses experienced by D'Angelo Brands during the past and current fiscal year are as follows:

- (a) Sales revenues did not reach projected levels;
- (b) Media and sponsorship commitments did not reflect sales revenues;
- (c) Production costs were higher than projected, due to plant inefficiencies; and
- (d) The stronger Canadian dollar resulted in reduced or negative margins on certain co-packing agreements for customers in the United States.

23. The principal causes of the business difficulties and losses experienced by Steelback during the past and current fiscal years include:

- (a) Lower than projected sales levels and revenues;
- (b) Shorter shelf life of inventory than originally estimated;

- (c) Higher than anticipated packaging costs; and
- (d) Marketing and promotion costs in excess of sales revenues.

24. D'Angelo Brands has made an effort to stop the financial bleeding by implementing a reduction in staffing, reducing its sales and marketing costs and increasing its efforts to liquidate slow moving and limited life inventory. In addition, D'Angelo brands has reduced the number of different products which it produces in order to increase plant efficiencies.

25. Similarly, Steelback has made efforts to stem its ongoing financial losses, and it has reduced its staffing, as well as its sales and marketing costs. In addition, Steelback has ceased production of four of its lowest selling brands.

26. These efforts above are not sufficient and the Debtors must be substantially restructured.

The Debtors' Secured Creditors

27. As noted above, Wasanda is the Debtors' largest secured creditor and is owed in excess of \$100 million in principal. The indebtedness of the Debtors to Wasanda is secured by charges and security interests in all of the real and personal property of each of the Debtors, and is evidenced by the following loan and security documents, among others:

- a) A Debenture dated September 23, 2002, granted by Steelback in favour of Wasanda;
- b) A Guarantee and Postponement of Claim dated September 23, 2002, granted by D'Angelo Brands in favour of Wasanda;
- c) A Debenture dated December 19, 2002, granted by D'Angelo Brands in favour of Wasanda;
- d) A Loan Agreement dated June 2003, between D'Angelo Brands and Wasanda;
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- f) A Loan Agreement dated May 5, 2004, among D'Angelo Brands and Wasanda;
- g) A Debenture dated May 5, 2004, granted by D'Angelo Brands in favour of Wasanda;

- h) A Guarantee and Postponement of Claim granted by Steelback in favour of Wasanda dated May 5, 2004; and
- i) A general Security Agreement dated May 5, 2004, granted by Steelback in favour of Wasanda.

28. The security held by Wasanda is registered against title to the real property owned by each of the Debtors, and as detailed below, is also perfected under the *Personal Property Security Act* (Ontario) "PPSA").

29. As described above, on November 13, 2007, Wasanda made formal demand upon D'Angelo Brands and Steelback for repayment of all amounts owing by them to Wasanda, and delivered Notices of Intention to Enforce Security pursuant to subsection 244(1) of the *Bankruptcy & Insolvency Act* to each of D'Angelo Brands and Steelback.

30. Attached hereto and marked as Exhibit "L" is a true copy of the PPSA search report dated October 31, with respect to D'Angelo Brands. Attached hereto and marked as Exhibit "M" is a true copy of the PPSA search report with respect to Steelback dated October 31, 2007.

31. 2048472 Ontario Limited ("204") is a company related to or affiliated with Wasanda. Although 204 has made registrations against the Debtors under the PPSA, 204 has acknowledged and confirmed to me that no amounts are owing by the Debtors to 204.

32. Other than the PPSA registrations made by Wasanda and 204, all other PPSA registrations as against the Debtors relate to charges over specific pieces of equipment financed by or leased from the secured parties. As at October 31, 2007, apart from Wasanda, the parties shown on the PPSA summaries attached hereto as Exhibit "N" and "O" had registered security interests against Steelback and D'Angelo Brands, respectively.

Other Liabilities

33. In addition to the liabilities owing by the Debtors to Wasanda, and its secured equipment financiers, according to its internal accounts, D'Angelo Brands is currently indebted to its trade creditors in the amount of approximately \$2.7 million. Steelback is, according to its internal accounts, currently indebted to its trade creditors in the amount of approximately \$3.3 million.

The Debtors' Suppliers

34. I was appointed as the President and Chief Executive Officer of each of the Debtors on October 29, 2007. Since that time, I have reviewed the business circumstances of both of the Debtors and I have determined that they are insolvent. I then immediately instructed all management that fresh debt obligations were not to be incurred and that payments were to be made so that any fresh or continuing supply of goods or services to either of the Debtors were paid in full before payment of any other prior debt obligations. Wasanda has assisted the Debtors by allowing funds advanced by it to be used in this regard. I am satisfied that arrangements have been and can be made so that no supplier of goods or services to either of the Debtors will be prejudiced if an initial order should be made on the terms requested by the motion of Wasanda.

35. The supplies of certain raw materials, inventory and services, which are crucial to the Debtors' ability to continue to deliver products to their customers, are likely to be cut off if an order and stay of proceedings pursuant to the CCAA is not granted. A number of suppliers have already reduced or eliminated the credit they had extended to the Debtors and are threatening to cut off further supply altogether if arrears owed to them are not paid. Termination of the supply of these goods and services to the Debtors would have a disastrous effect upon the Debtors' restructuring efforts, as well as the Debtors' customers who are relying upon the Debtors for continued supply of product. A stay of proceedings under the CCAA is therefore necessary in order to ensure that suppliers are not able to terminate the supply of critical raw materials and services during the Applicant's restructuring efforts.

36. If the Court is prepared to grant a stay of proceedings pursuant to the CCAA, Wasanda intends, with the Debtors and with the assistance of the Monitor, to immediately engage in discussions with all stakeholders, with a view to arriving at a restructuring of the Businesses. The Debtors have recently retained additional management personnel and consultants with expertise in financial and operational restructuring in order to assist them in their efforts to restructure the Businesses.

37. The Debtors have the support of Wasanda with respect to their restructuring efforts and hope to avoid a liquidation of the Businesses and the loss of approximately 300 jobs. Wasanda is

prepared to advance financing to fund cash flow shortfalls and to see to the payment of continuing needed supplies.

Urgency

38. The timing in this matter is truly urgent. The Debtors can no longer look to Wasanda to provide further funding or credit to support the Debtors' current operations, in the absence of a formal restructuring proceeding. The Debtors do not have any other source of funding to sustain their operations in the ordinary course beyond the middle of November 2007 and have insufficient cash from operations to continue operating without the assistance of the Debtor in possession financing facility which Wasanda is prepared to fund.

39. As described above, the Debtors are insolvent and have insufficient liquidity to meet their current obligations. In addition, the Debtors' assets are insufficient to satisfy their liabilities to their first ranking and largest secured creditor, Wasanda. Although Wasanda faces the prospect of a significant deficiency in the recovery of the indebtedness owing by the Debtors, Wasanda has confirmed that it is prepared to support the Debtors' restructuring efforts and is willing to provide Debtor-in-possession financing to the Debtors during the course of these proceedings.

40. The Debtors have prepared weekly cash flow projections for the period commencing November 12 through to February 1, 2008. A copy of the cash flow projection in respect of D'Angelo Brands is attached hereto and marked as Exhibit "P". A copy of the cash flow projections in respect of Steelback is attached hereto and marked as Exhibit "Q". These cash flow projections anticipate that the Debtors will not have sufficient funds to pay for ongoing employees, advisors and services required during the restructuring period in the absence of DIP financing and the granting of an Order under the CCAA.

41. The Debtors are facing a liquidity crisis as they have no further funding available from their lender, and their operations do not generate sufficient cash flow to pay their liabilities as they become due.

42. The Debtors have negotiated a Debtor in possession ("DIP") financing facility with Wasanda pursuant to which Wasanda will provide a maximum, aggregate principal amount of \$10 million to D'Angelo Brands and Steelback. In addition, D'Angelo Brands and Steelback will each guarantee the obligations of the other in favour of Wasanda. A copy of the commitment

letter between Wasanda and the Debtors which sets out the terms upon which Wasanda will provide a DIP facility to the Debtors is attached hereto and marked as Exhibit "R".

43. Wasanda seeks a super-priority charge to secure any amounts advanced under the DIP facility during the course of the CCAA proceedings. It is contemplated that the DIP lender's charges will take priority over all other encumbrances against the Debtors, with the exception of an administrative charge in favour of the Monitor, counsel to the Monitor, and counsel to the Debtors, in the maximum amount of \$500,000.00.

44. The Debtors believe that with the existence of the DIP facility, the Debtors will have sufficient funding to meet their cash flow needs during these proceedings. The Debtors also believe that a DIP facility is reasonable and necessary in the circumstances to ensure that each of them has a prudent and responsible level of liquidity so that it can meet its required post filing obligations as they become due during the course of the CCAA proceedings.

The Proposed Monitor

45. Mintz & Partners Limited has been assisting the Debtors with the pending CCAA Application and is aware of the financial circumstances of each of the Debtors. Mintz & Partners Limited has agreed to act as Monitor in the Debtors' CCAA proceedings brought by Wasanda, subject to the approval of the Court.

46. The Debtors believe that it is in the best interest of all stakeholders that this Court appoint Mintz & Partners Limited as the monitor of each of the Debtors pursuant to the CCAA. Mintz & Partners Limited has insight into each of the Debtors' businesses and will be in a position to perform the monitoring duties without further delay.

47. This Affidavit is sworn in support of the application made by and the interim relief requested by Wasanda pursuant to the CCAA and for no other or improper purpose.

SWORN OR AFFIRMED before)
me at the City of Toronto, in the)
Province of Ontario, this 14th day of)
November, 2007.)

)
A Commissioner for taking affidavits.)



JONATHON SHERMAN

IN THE MATTER OF AN APPLICATION BY WASANDA ENTERPRISES INC. UNDER THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND BUSINESS CORPORATIONS ACT, R.S.O. 1990, c.B-16, AS AMENDED

AND IN THE MATTER OF A PLAN OR PLANS OF COMPROMISE OR ARRANGEMENT TO BE PROPOSED IN RESPECT OF D'ANGELO BRANDS LTD. AND 1540633 ONTARIO INC., O/A STEELBACK BREWERIES

Debtors

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF JONATHON SHERMAN

AYLESWORTH LLP

Barristers & Solicitors
Ernst & Young Tower
Toronto-Dominion Centre
P.O. Box 124, 18th Floor, 222 Bay Street
Toronto, ON M5K 1H1

Richard B. Jones (LSUC No. 11575V)

Tel: 416-777-4022

Lisa S. Corne (LSUC 27974M)

Tel : 416-646-4608

Fax: 416-865-1398

Solicitors for the Debtors

TAB 3A

November 13, 2007

Lisa S. Corne
416-646-4608
lcorne@aylaw.com

**PRIVILEGED AND CONFIDENTIAL
HAND DELIVERED**

D'Angelo Brands Ltd.
14 Brewster Road
Brampton, ON L4W 3W6

Attention: Jonathon Sherman, President and Chief Executive Officer

Dear Sir:

**Re: Wasanda Enterprises Inc.
Our File 12948-3**

This is Exhibit "A" referred to in the
affidavit of Jonathon Sherman
sworn before me, this 14th
day of November 2007

We act as solicitors for Wasanda Enterprises Inc. ("Wasanda").


A COMMISSIONER FOR TAKING AFFIDAVITS

We refer to the following:

1. Fixed and Floating Charge Debenture dated December 19, 2002 issued by D'Angelo Brands, Inc. and D'Angelo Brands Ltd. to and in favour of Wasanda;
2. Supplemental Debenture dated October 3, 2003 issued by D'Angelo Brands, Inc. and D'Angelo Brands Ltd. to and in favour of Wasanda, supplementing and amending the aforesaid Fixed and Floating Charge Debenture;
3. Loan Agreement dated May 5, 2004 between D'Angelo Brands, Inc. and D'Angelo Brands Ltd., as Borrowers, and Wasanda, as Lendor;
4. Fixed and Floating Charge Debenture dated May 5, 2004 granted by D'Angelo Brands Ltd. And D'Angelo Brands Inc. in favour of Wasanda
5. Amendment to the Loan Agreement dated as of April 6, 2005 amending the aforesaid Loan Agreement dated May 5, 2004 between D'Angelo Brands, Inc. and D'Angelo Brands Ltd., as Borrowers, and Wasanda as Lendor; and
6. Supplemental Fixed and Floating Charge Debenture dated August 31, 2004, amending and supplementing the aforesaid debenture dated May 5, 2004 issued by D'Angelo Brands, Inc. and D'Angelo Brands Ltd., as Borrowers;

(collectively, all of the foregoing hereinafter being referred to as the "Agreements").



Pursuant to the Agreements, D'Angelo Brands Ltd. is indebted to Wasanda in the principal amount of \$96,619,464.20 as at November 7, 2007, plus all accrued and unpaid interest thereon, at the rate of ten percent (10%) per annum, calculated, compounded, and payable monthly.

Due to the continuing financial difficulties of D'Angelo Brands Ltd., Wasanda finds it necessary to require D'Angelo Brands Ltd. to repay its indebtedness to Wasanda. Accordingly, we hereby make formal demand for payment of the indebtedness of D'Angelo Brands Ltd. to Wasanda in the principal amount of \$96,619,464.20 as at November 7, 2007, together with all interest accrued thereon, plus costs, solicitor's fees and expenses which may be incurred by Wasanda in connection with the recovery of the indebtedness owing by D'Angelo Brands Ltd. to it. Interest will continue to accrue until payment is received.

We refer as well to the indebtedness of 1540633 Ontario Inc. ("154") to Wasanda pursuant to the debenture dated September 23, 2002 (the "Debenture"). Wasanda made demand upon 154 on November 13, 2007 for repayment of that indebtedness in the principal amount of \$5,000,000, plus all accrued and unpaid interest owing thereon at the rate set out in the Debenture.

By Guarantee and Postponement of the Claim dated September 23, 2002, D'Angelo Brands Ltd. guaranteed repayment of the indebtedness of 154 to Wasanda, forthwith after demand being made upon you.

On behalf of Wasanda, we hereby demand repayment from you of the principal amount of \$5,000,000, plus all unpaid and accrued interest thereon at the rate of interest applicable under the Debenture.

We enclose a copy of a Notice of Intention to Enforce Security delivered pursuant to s. 244 of the *Bankruptcy and Insolvency Act*.

Please acknowledge your receipt of this letter and the enclosure, by signing the acknowledgement and consent below and return the same to the undersigned.

Yours truly,

AYLESWORTH LLP

Per:

Lisa S. Come
LSC/mcs
Enclosure

cc. Doug Hendler
Richard Jones



ACKNOWLEDGMENT AND CONSENT

TO: WASANDA ENTERPRISES INC. ("Wasanda")

D'Angelo Brands Ltd. hereby acknowledges the receipt of this letter demanding payment of its indebtedness to Wasanda and the enclosed Notice of Intention to Enforce Security. D'Angelo Brands Ltd. also acknowledges its indebtedness and liabilities to Wasanda in the amounts set forth in the demand and Notice of Intention to Enforce Security, (collectively, the Liabilities), and hereby irrevocably waives all requirements for notice of such demand and time for payment of the Liabilities.

D'Angelo Brands Ltd. hereby acknowledges its inability to make payment of the amount of the Liabilities and D'Angelo Brands Ltd. hereby consents to the immediate enforcement of the Security granted by D'Angelo Brands Ltd. to Wasanda by any means deemed appropriate by D'Angelo Brands Ltd., including the appointment either privately or by application to the court at the option of Wasanda, of Mintz & Partners Limited or such other person, firm or corporation as Wasanda may select, as interim receiver, receiver or receiver and manager of the property, assets and undertaking of D'Angelo Brands Ltd.

D'Angelo Brands Ltd. further acknowledges and confirms that it has sought the advice and recommendations of its professional advisors to the extent it deems appropriate in connection with the execution of this Acknowledgment and Consent and is executing this Acknowledgment and Consent freely, voluntarily and without any duress.

DATED at Toronto, Ontario this 13 day of November, 2007.

D'ANGELO BRANDS LTD.

By. 

Name: Jonathon Sherman

Title: President and Chief Executive Officer

TAB 3B

November 13, 2007

Lisa S. Corne
416-646-4608
lcorne@aylaw.com

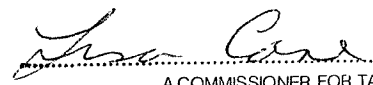
**PRIVILEGED AND CONFIDENTIAL
HAND DELIVERED**

1540633 Ontario Inc.
14 Brewster Road
Brampton, ON L4W 3W6

Attention: Jonathon Sherman, President and Chief Executive Officer

Dear Sir:

**Re: Wasanda Enterprises Inc.
Our File 12948-3**

This is Exhibit....."B".....referred to in the
affidavit of.....Jonathon Sherman.....
sworn before me, this.....14th.....
day of.....November.....20.07.....

A COMMISSIONER FOR TAKING AFFIDAVITS

We act as solicitors for Wasanda Enterprises Inc. ("Wasanda").

We refer to the following Fixed and Floating Charge Debenture dated September 23, 2002 issued by 1540633 Ontario Inc. ("154") to and in favour of Wasanda (the "Debenture").

Pursuant to the Debenture, 154 is indebted to Wasanda in the principal amount of \$5,000,000 as at November 7, 2007, plus all unpaid and accrued interest thereon at the annual rate of interest charged from time to time by the main branch in Toronto of the Bank of Montreal, for demand loans in Canadian dollars to its most creditworthy commercial borrowers.

Due to the continuing financial difficulties of 154, Wasanda finds it necessary to require 154 to repay its indebtedness to Wasanda. Accordingly, on behalf of Wasanda, we hereby make formal demand for payment of the indebtedness of 154 to Wasanda in the principal amount of \$5,000,000 as at November 7, 2007, together with all unpaid and accrued interest thereon, plus all costs, solicitor's fees and expenses which may be incurred by Wasanda in connection with the recovery of the indebtedness owing by 154 to it. Interest will continue to accrue until payment is received.

We refer as well to the indebtedness of D'Angelo Brands Ltd. to Wasanda pursuant to a Fixed and Floating Charge Debenture dated May 5, 2004. Wasanda has made demand for payment by D'Angelo Brands Ltd. of its indebtedness thereunder in the principal amount of \$96,619,464.20 as at November 7, 2007, plus all unpaid and accrued interest thereon, and costs.

Pursuant to a Guarantee and Postponement of Claims dated May 5, 2004 (the "Guarantee"), 154 guaranteed repayment of the indebtedness of D'Angelo Brands Ltd. to Wasanda forthwith after demand. On behalf of Wasanda, we hereby demand payment by 154 pursuant to the Guarantee of the indebtedness of D'Angelo Brands Ltd. to Wasanda, in the principal amount of



\$96,619,464.20 plus all unpaid and accrued interest thereon at the rate of interest applicable to the indebtedness of D'Angelo Brands Ltd.

We enclose a copy of a Notice of Intention to Enforce Security delivered pursuant to s. 244 of the *Bankruptcy and Insolvency Act*.

Please acknowledge your receipt of this letter and the enclosure, by signing the acknowledgement and consent below and return the same to the undersigned.

Yours truly,

AYLESWORTH LLP

Per:

Lisa S. Corne
LSC/mcs
Enclosure

cc. Doug Hendler
Richard Jones

ACKNOWLEDGMENT AND CONSENT

TO: WASANDA ENTERPRISES INC. ("Wasanda")

1540633 Ontario Inc. ("154") hereby acknowledges the receipt of this letter demanding payment of its indebtedness to Wasanda and the enclosed Notice of Intention to Enforce Security. 154 also acknowledges its indebtedness and liabilities to Wasanda in the amounts set forth in the demand and Notice of Intention to Enforce Security, (collectively, the Liabilities), and hereby irrevocably waives all requirements for notice of such demand and time for payment of the Liabilities.

154 hereby acknowledges its inability to make payment of the amount of the Liabilities and 154 hereby consents to the immediate enforcement of the Security granted by 154 to Wasanda by any means deemed appropriate by Wasanda, including the appointment either privately or by application to the court at the option of Wasanda, of Mintz & Partners Limited or such other person, firm or corporation as Wasanda may select, as interim receiver, receiver or receiver and manager of the property, assets and undertaking of 154.



154 further acknowledges and confirms that it has sought the advice and recommendations of its professional advisors to the extent it deems appropriate in connection with the execution of this Acknowledgment and Consent and is executing this Acknowledgment and Consent freely, voluntarily and without any duress.

DATED at Toronto, Ontario this 13 day of November, 2007.

1540633 ONTARIO INC.

By: 

Name: Jonathon Sherman

Title: President and Chief Executive Officer

W:\w\Wasanda Enterprises Inc. - 12948\0003 - D'Angelo Brands, Inc.. - Security Enforcement\Letter\Ltr to 1540633 Ontario Inc. - Nov 13-07.doc

TAB 3C

NOTICE OF INTENTION TO ENFORCE A SECURITY

Subsection 244(1) of the
Bankruptcy and Insolvency Act (Canada)

Form 86

TO: D'Angelo Brands Ltd., an insolvent person
14 Brewster Road
Brampton, ON L4W 3W6

Attention: Jonathon Sherman, President

This is Exhibit 1/2 referred to in the
affidavit of Jonathon Sherman
sworn before me, this 14th
day of November 2007.
[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS

TAKE NOTICE THAT:

1. Wasanda Enterprises Inc. ("Wasanda"), a secured creditor, intends to enforce its security on the insolvent person's property described below:

All present and future property, assets and undertaking of D'Angelo Brands Ltd., including without limitation, accounts, books and records, chattel paper, documents of title, equipment, goods, instruments, intangibles (including intellectual property rights, contracts and permits), inventory, money, securities, contracts, licenses, agreements and real property, as more fully described in the security agreements set out below.

2. The security that is to be enforced is in the form of the following:
 - (a) Fixed and Floating Charge Debenture dated December 19, 2002 issued by D'Angelo Brands, Inc. and D'Angelo Brands Ltd. to and in favour of Wasanda;
 - (b) Supplemental Debenture dated October 3, 2003 issued by D'Angelo Brands, Inc. and D'Angelo Brands Ltd. to and in favour of Wasanda;
 - (c) Charge in favour of Dunsmuir Investments Canada Limited registered on October 9, 2001 and assigned to Wasanda on August 28, 2003;
 - (d) Charge in favour of Dunsmuir Investments Canada Limited registered on April 2, 2002 and assigned to Wasanda on August 28, 2003;
 - (e) Charge in favour of Reagens Canada Ltd. registered on October 9, 2001 and assigned to Wasanda on September 22, 2003;
 - (f) Charge in favour of B. & M. Handelman Investments Limited et al. registered on May 2, 2002 and assigned to Wasanda on December 2, 2003;
 - (g) Assignment of Rents and Leases in favour of B. & M. Handelman Investments Limited et al. registered on May 2, 2002 and assigned to Wasanda on December 3, 2003;
 - (h) Fixed and Floating Charge Debenture dated May 5, 2004

- (i) Assignment of Leases on Property at 4500 Eastgate Parkway, Mississauga, Ontario and 4544 Eastgate Parkway, Mississauga, Ontario; and
- (j) Supplemental Fixed and Floating Charge Debenture dated August 31, 2004 amending and supplementing the aforesaid Debenture dated May 5, 2004 issued by D'Angelo Brands, Inc. and D'Angelo Brands Ltd., as Borrowers, in favour of Wasanda;

(all of the foregoing hereinafter referred to collectively as the "Security").

- 3. The total amount of indebtedness secured by the Security is the principal amount of \$101,619,464.20 as at November 7, 2007, plus all unpaid and accrued interest thereon.
- 4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario, this 13th day of November, 2007.

**WASANDA ENTERPRISES INC., by its
Solicitors, AYLESWORTH LLP
222 Bay Street, 18th Flr., Box 124
Toronto, Ontario M5K 1H1**

Per: 

Lisa S. Corne

TAB 3D

NOTICE OF INTENTION TO ENFORCE A SECURITY

Subsection 244(1) of the
Bankruptcy and Insolvency Act (Canada)

Form 86

TO: 1540633 Ontario Inc., an insolvent person
14 Brewster Road
Brampton, ON L4W 3W6

Attention: Jonathon Sherman, President

This is Exhibit "D" referred to in the
affidavit of Jonathon Sherman
sworn before me, this 14th
day of November 2007

Lisa S. Corne
A COMMISSIONER FOR TAKING AFFIDAVITS

TAKE NOTICE THAT:

1. Wasanda Enterprises Inc. ("Wasanda"), a secured creditor, intends to enforce its security on the insolvent person's property described below:

All present and future property, assets and undertaking of D'Angelo Brands Ltd., including without limitation, accounts, books and records, chattel paper, documents of title, equipment, goods, instruments, intangibles (including intellectual property rights, contracts and permits), inventory, money, securities, contracts, licenses, agreements and real property, as more fully described in the security agreements set out below.
2. The security that is to be enforced is in the form of the following (hereinafter referred to collectively as the "Security"):
 - (a) Fixed and Floating Charge Debenture dated September 23, 2002 issued by 1540633 Ontario Inc. to and in favour of Wasanda; and
 - (b) General Security Agreement dated May 5, 2004 granted by 1540633 Ontario Inc. in favour of Wasanda.
3. The total amount of indebtedness secured by the Security is the principal amount of \$101,619,464.20 as at November 7, 2007, plus all unpaid and accrued interest thereon.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario, this 13th day of November, 2007.

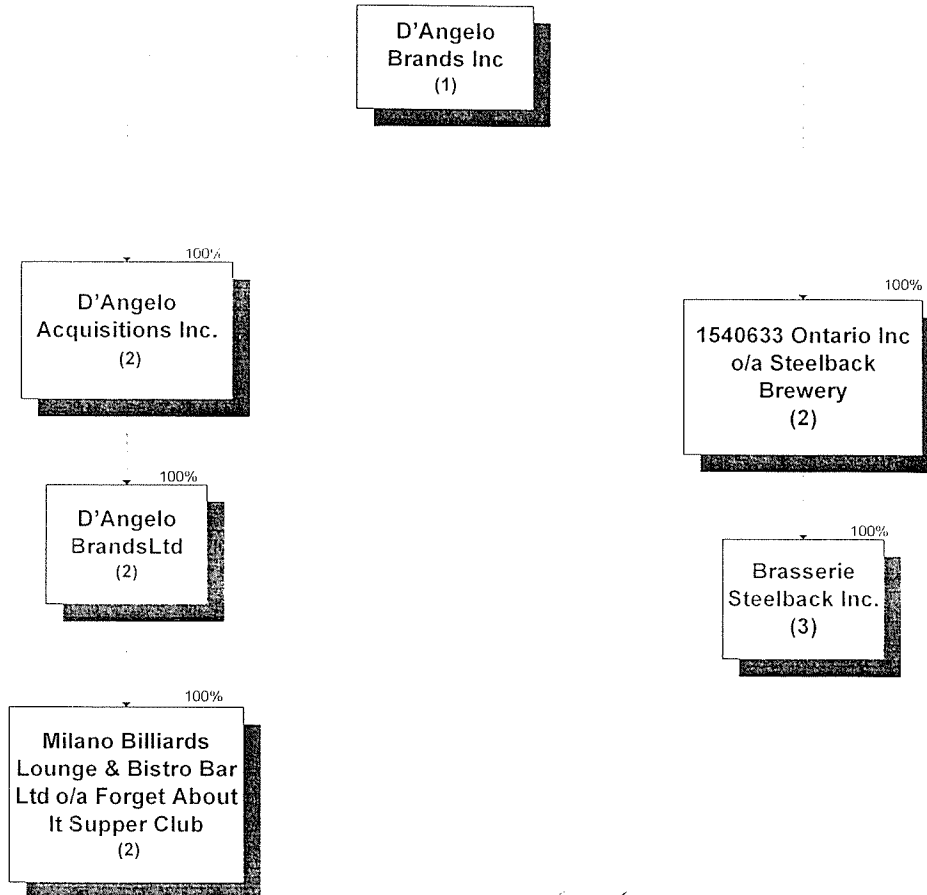
WASANDA ENTERPRISES INC., by its
Solicitors, AYLESWORTH LLP
222 Bay Street, 18th Flr., Box 124
Toronto, Ontario M5K 1H1

Per: Lisa S. Corne
Lisa S. Corne

TAB 3E

D'Angelo Brands Group Corporate Structure

November 14, 2007



- 1) Nevada Non-reporting public company
- 2) Ontario company
- 3) Quebec company

This is Exhibit E referred to in the
affidavit of Jonathan Sherman
sworn before me, this 14th
day of November 2007.

[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS

TAB 3F

D'Angelo Brands Limited
Statement of Operations
For the four month period ending August 31, 2007
Unaudited

Sales	\$ 5,956,775
Cost of Sales	<u>4,892,941</u>
Contribution Margin	1,063,834
Fixed overhead	<u>2,015,849</u>
Gross Loss	-952,015
Sales, Marketing Freight & Warehousing	3,680,750
Administration	335,049
Interest and Finance fees	2,887,418
Depreciation	<u>250,618</u>
Net Loss	<u><u>-\$ 8,105,850</u></u>

This is Exhibit "F" referred to in the
affidavit of Jonathan Sherman

sworn before me, this 14th

day of November 2007

[Signature]

A COMMISSIONER FOR TAKING AFFIDAVITS

TAB 3G

1540633 Ontario Inc. o/a Steelback Breweries
Statement of Operations
For the four month period ending August 31, 2007
Unaudited

Sales	\$ 2,457,670
Cost of Sales	<u>1,559,460</u>
Contribution Margin	898,210
Fixed overhead	<u>912,782</u>
Gross Loss	- 14,572
Sales, Marketing Freight & Warehousing	5,428,003
Administration	78,540
Interest and Finance fees	86,492
Depreciation	<u>331,401</u>
Net Loss	<u><u>-\$ 5,939,008</u></u>

This is Exhibit.....^{"G"}.....referred to in the
affidavit of.....Jonathan Sherman.....
sworn before me, this.....14th.....
day of.....November.....2007.....
Lisa Corne.....
A COMMISSIONER FOR TAKING AFFIDAVITS

TAB 3H

D'Angelo Brands Limited
Balance Sheet
As at August 31, 2007
Unaudited

ASSETS

Current

Accounts Receivable	\$ 2,010,777
Inventories	3,337,354
Loan Receivable - Affiliated Companies	1,535,617
Prepays & Deposits	<u>801,563</u>
	7,685,311

Advances to 1540633 Ontario Inc. 35,461,203

Capital Assets 6,481,772

\$ 49,628,286

LIABILITIES

Current

Accounts payable and accruals 24,885,743

Mortgages and other debt - Wasanda 90,002,917

SHAREHOLDERS' DEFICIENCY

Additional Paid in Capital 1,828,454

Deficit -67,088,828

-65,260,374

This is Exhibit "A" referred to in the
affidavit of Jonathan Sherman
sworn before me, this 14th
day of November, 2007

\$ 49,628,286

[Signature]
 A COMMISSIONER FOR TAKING AFFIDAVITS

TAB 3I

1540633 Ontario Inc. o/a Steelback Breweries
Balance Sheet
As at August 31, 2007
Unaudited

ASSETS

Current

Accounts Receivable	\$	1,074,393
Inventories		1,691,216
Prepays & Deposits		310,285

3,075,894

Capital Assets

5,452,976

\$ 8,528,870

LIABILITIES

Current

Accounts payable and accruals		6,604,403
-------------------------------	--	-----------

Advances from D'Angelo Brands Limited		35,461,203
---------------------------------------	--	------------

Long Term Debt (Wasanda)		5,056,712
--------------------------	--	-----------

SHAREHOLDERS' DEFICIENCY

Additional Paid in Capital

1

Deficit

-38,593,449

-38,593,448

\$ 8,528,870

This is Exhibit 5 referred to in the
affidavit of Jonathan Sherman
sworn before me, this 14th
day of November 2007


A COMMISSIONER FOR TAKING AFFIDAVITS

TAB 3J

D'Angelo Brands Ltd.
Unaudited Balance Sheets
As at April 30, 2006
(\$000's)

ASSETS			
		2006	2005
Current			
Accounts Receivable		1,124,516	779,666
Inventories		2,042,919	2,878,196
Other Current Asset		1,244,883	631,657
		<u>4,412,318</u>	<u>4,289,519</u>
Capital Assets		<u>5,875,626</u>	<u>5,553,202</u>
		<u><u>10,287,944</u></u>	<u><u>9,842,721</u></u>

LIABILITIES			
Current			
Bank Indebtedness		403,329	450,675
Accounts payable and accrued liabilities		12,365,392	6,159,432
Inter-company balance		(18,434,093)	(8,742,959)
Current mortgages and other debt		53,465,168	34,828,417
		<u>47,799,796</u>	<u>32,695,565</u>
Long Term Debt		41,384	909,068

STOCKHOLDERS' DEFFICIENCY

Capital Stock	0	0
Additional paid-in capital	1,828,454	1,828,454
Deficit	(39,381,690)	(25,590,366)
	<u>(37,553,236)</u>	<u>(23,761,912)</u>

10,287,944 9,842,721

This is Exhibit 711 referred to in the
affidavit of Jonathan Sherman
sworn before me, this 14th
day of November 2007


A COMMISSIONER FOR TAKING AFFIDAVITS

D'Angelo Brands Ltd.
Unaudited Statement of Income (Loss)
Year ended April 30, 2006
(\$000's)

	2,006	2005
Sales	9,410,050	5,756,916
Cost of Sales	11,852,118	7,353,232
Gross Profit (Loss)	(2,442,068)	(1,596,316)
Expenses		
Sales, Marketing, Freight & Warehousing	5,439,354	4,038,631
Administration	888,327	1,310,521
Interest	4,321,412	3,005,196
Amortization	477,204	369,967
Other Expenses	222,959	119,025
	<u>11,349,256</u>	<u>8,843,340</u>
Net Loss before Taxes	<u>(13,791,324)</u>	<u>(10,439,656)</u>

TAB 3K

1540633 ONTARIO INC.
FINANCIAL STATEMENTS
YEAR ENDED APRIL 30, 2007
UNAUDITED

CONTENTS

Notice to Reader	1
Balance Sheet	2
Statement of Deficit	3
Statement of Loss	4

This is Exhibit.....^{"K"}.....referred to in the
affidavit of.....Jonathan Sherman.....
sworn before me, this.....14th.....
day of.....November.....2007.....


A COMMISSIONER FOR TAKING AFFIDAVITS

NOTICE TO READER

On the basis of information provided by management, we have compiled the balance sheet of **1540633 Ontario Inc.** as at April 30, 2007 and the statements of deficit and loss for the year then ended.

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

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

SF Partnership, LLP

Toronto, Canada
October 16, 2007

LICENSED PUBLIC ACCOUNTANTS

1540633 ONTARIO INC.

(Incorporated under the Ontario Business Corporations Act)

Balance Sheet

April 30, 2007

(In Thousands of Dollars)

Unaudited

ASSETS**Current**

Accounts receivable	\$	304
Inventory		1,485
Prepaid and sundry assets		<u>435</u>
		2,224

Property, Plant and Equipment

<u>5,630</u>
<u>\$ 7,854</u>

LIABILITIES**Current**

Bank indebtedness	\$	305
Accounts payable and accrued charges		4,793
Due to related party		<u>30,293</u>
		35,391

Long-term Debt

<u>5,057</u>
<u>40,448</u>

SHAREHOLDER'S DEFICIENCY**Share Capital**

(1 common share outstanding valued at \$1)

-

Deficit

<u>(32,594)</u>
<u>(32,594)</u>
<u>\$ 7,854</u>

(See Notice to Reader dated October 16, 2007)

1540633 ONTARIO INC.
Statement of Deficit
Year Ended April 30, 2007
(In Thousands of Dollars)
Unaudited

Deficit - Beginning of Year	\$ (20,900)
Net loss	<u>(11,694)</u>
Deficit - End of Year	<u>\$ (32,594)</u>

(See Notice to Reader dated October 16, 2007)

1540633 ONTARIO INC.
Statement of Loss
Year Ended April 30, 2007
(In Thousands of Dollars)
Unaudited

Sales	\$ 3,405
Cost of Sales	<u>2,682</u>
Gross Profit	<u>723</u>
Expenses	
Sales, marketing, freight and warehousing	9,043
Manufacturing overhead	1,962
Administration	271
Interest and bank charges	228
Other expenses	26
Amortization	<u>887</u>
	<u>12,417</u>
Net Loss	<u>\$ (11,694)</u>

(See Notice to Reader dated October 16, 2007)

RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(7786)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

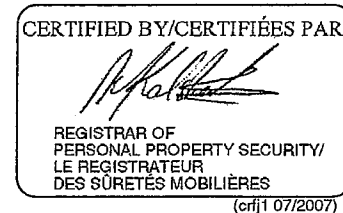
ENQUIRY NUMBER 20071101093935.46 CONTAINS 82 PAGE(S), 33 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

This is Exhibit.....referred to in the
affidavit of Jonathan Shekhar
sworn before me, this.....14th
day of.....November.....2007
A Commissioner for Taking Affidavits

AYLESWORTH LLP

222 BAY STREET, 18TH FLOOR
TORONTO ON M5K 1H1



CONTINUED... 2



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(7787)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
639710388

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
X	01	003		20071005 1703 1462 6276	P PPSA	9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
D'ANGELO BRANDS LTD					
	ADDRESS	14 BREWSTER RD		BRAMPTON	ON L6T5B7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
	ADDRESS				

SECURED PARTY / LIEN CLAIMANT	ADDRESS				
PENSKE TRUCK LEASING CANADA INC	RT 10 GREEN HILLS, PO BOX 791	READING	PA	19603	

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

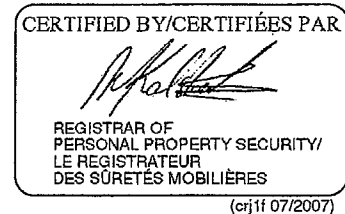
MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
	2008	WALKER	TANK	5WSAB44248N039846

GENERAL COLLATERAL DESCRIPTION	TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT NOT LIMITED TO XATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY

REGISTERING AGENT	ADDRESS				
PENSKE TRUCK LEASING CANADA INC	RT 10 GREEN HILLS, PO BOX 791	READING	PA	19603	

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

CONTINUED... 3



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(7788)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
639710388

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
X	02	003		20071005 1703 1462 6276	P PPSA	9

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

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

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

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

LOCATIONS DE CAMIONS PENSKE CANADA INC

ADDRESS

RT 10 GREEN HILLS, PO BOX 791

READING

PA

19603

COLLATERAL CLASSIFICATION

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

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

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS
WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER
PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE

REGISTERING
AGENT

PENSKE TRUCK LEASING CANADA INC

ADDRESS

RT 10 GREEN HILLS, PO BOX 791

READING

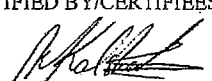
PA

19603

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

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)1f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(7789)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
639710388

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
X	03	003		20071005 1703 1462 6276	P PPSA	9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

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

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

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

GENERAL
COLLATERAL
DESCRIPTION

COLLATERAL OR PROCEEDS OF THE COLLATERAL.

REGISTERING
AGENT

PENSKE TRUCK LEASING CANADA INC

ADDRESS RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR

[Signature]

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crl1f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(7790)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
639258957

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
X	01	003		20070920 1704 1462 2763	P PPSA	9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		D'ANGELO BRANDS LTD			
		14 BREWSTER ROAD		BRAMPTON	ON L6T5B7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT	ADDRESS	READING	PA	19603
PENSKE TRUCK LEASING CANADA INC	RT 10 GREEN HILLS, PO BOX 791			

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2008 WALKER	TANK	5WSAB44228N039845

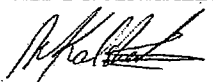
GENERAL COLLATERAL DESCRIPTION	TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT NOT LIMITED TO XATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY

REGISTERING AGENT	ADDRESS	READING	PA	19603
	RT 10 GREEN HILLS, PO BOX 791			

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

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR



REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(en11f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(7791)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
639258957

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
X	02	003		20070920 1704 1462 2763	P PPSA	9

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

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

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

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

LOCATIONS DE CAMIONS PENSKE CANADA INC

ADDRESS

RT 10 GREEN HILLS, PO BOX 791

READING

PA

19603

COLLATERAL CLASSIFICATION

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

GENERAL
COLLATERAL
DESCRIPTION

FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS
WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER
PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE

REGISTERING
AGENT

PENSKE TRUCK LEASING CANADA INC

ADDRESS

RT 10 GREEN HILLS, PO BOX 791

READING

PA

19603

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

CONTINUED...

7

CERTIFIED BY/CERTIFIÉES PAR

[Signature]

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cjr11 07/2007)

RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(7792)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
639258957

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01 X	03	003		20070920 1704 1462 2763	P PPSA	9

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

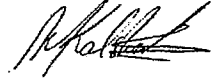
MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11				
12				

13 GENERAL COLLATERAL OR PROCEEDS OF THE COLLATERAL.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT PENSKE TRUCK LEASING CANADA INC
17 ADDRESS RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

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

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(7793)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
637024635

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
X	01	003		20070706 1409 1462 5708	P PPSA	9

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

DEBTOR NAME : BUSINESS NAME : D'ANGELO BRANDS LTD

ADDRESS : 14 BREWSTER ROAD BRAMPTON ON L6T5B7

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

DEBTOR NAME : BUSINESS NAME :

ADDRESS :

SECURED PARTY / LIEN CLAIMANT : PENSKE TRUCK LEASING CANADA INC

ADDRESS : RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

COLLATERAL CLASSIFICATION

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

YEAR	MAKE	MODEL	V.I.N.
2007	UTILITY	ALUMVAN	1UYVS25387G102809

GENERAL : TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS
COLLATERAL : SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT
DESCRIPTION : NOT LIMITED TO KATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY

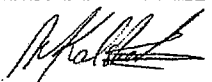
REGISTERING AGENT : PENSKE TRUCK LEASING CANADA INC

ADDRESS : RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

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

CONTINUED...

9

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(cj1f 07/2007)

RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(7794)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1G FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
637024635

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
X	02	003		20070706 1409 1462 5708	P PPSA	9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT	LOCATION
	LOCATIONS DE CAMIONS PENSKE CANADA INC

ADDRESS			
RT 10 GREEN HILLS, PO BOX 791	READING	PA	19603

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION	FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE

REGISTERING AGENT	
	PENSKE TRUCK LEASING CANADA INC

ADDRESS			
RT 10 GREEN HILLS, PO BOX 791	READING	PA	19603

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR

[Signature]

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c) 11/07/2007



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(7795)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
637024635

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
X 03 003 20070706 1409 1462 5708 P PPSA 9

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

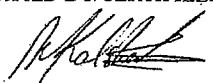
11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL COLLATERAL OR PROCEEDS OF THE COLLATERAL.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING PENSKE TRUCK LEASING CANADA INC
17 AGENT ADDRESS RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

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

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(c) 11/07/2007

RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(7796)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
636034185

01 CAUTION FILING X PAGE NO. 01 TOTAL PAGES 003 MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER 20070606 1006 1462 8143 REGISTERED UNDER P PPSA REGISTRATION PERIOD 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME D'ANGELO BRANDS LTD

04 ADDRESS 14 BREWSTER RD BRAMPTON ON L6T5B7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / PENSKE TRUCK LEASING CANADA INC

09 LIEN CLAIMANT ADDRESS RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

COLLATERAL CLASSIFICATION

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

11 YEAR MAKE 2007 FREIGHTLINER MODEL CL12064S V.I.N. 1FUJA6CK17LZ22523

12 VEHICLE

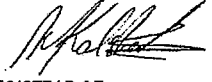
13 GENERAL TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS
14 COLLATERAL SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT
15 DESCRIPTION NOT LIMITED TO KATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY

16 REGISTERING PENSKE TRUCK LEASING CANADA INC

17 AGENT ADDRESS RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

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

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(01/11/07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 12
(7797)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
636034185

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
X	02	003		20070606 1006 1462 8143	P PPSA	5

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

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

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

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT LOCATIONS DE CAMIONS PENSKE CANADA INC

ADDRESS RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

COLLATERAL CLASSIFICATION

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

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

MOTOR
VEHICLE

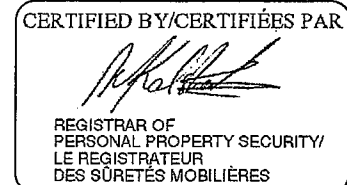
GENERAL FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS
COLLATERAL WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER
DESCRIPTION PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE

REGISTERING PENSKE TRUCK LEASING CANADA INC
AGENT

ADDRESS RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

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

CONTINUED... 13



(c)1f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(7798)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
636034185

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 X 03 003 20070606 1006 1462 8143 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

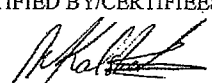
11 YEAR MAKE MODEL V.I.N.
12 MOTOR
VEHICLE

13 GENERAL COLLATERAL OR PROCEEDS OF THE COLLATERAL.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING PENSKE TRUCK LEASING CANADA INC
17 AGENT ADDRESS RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

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

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(c/jf 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 14
(7799)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
634794678

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20070430 1406 1462 7507	P PPSA	4

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

DEBTOR NAME BUSINESS NAME D'ANGELO BRANDS LTD.

ADDRESS 14 BREWSTER ROAD BRAMPTON ONT L6T5B7

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

DEBTOR NAME BUSINESS NAME

ADDRESS ONTARIO CORPORATION NO.

SECURED PARTY / AL PALLADINI LEASING

LIEN CLAIMANT ADDRESS 7777 WESTON ROAD WOODBRIDGE ON L4L1A6

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

MOTOR	YEAR	MAKE	MODEL	V.I.N.
11	2007	HONDA	ELEMENT	5J6YH18997L800609
12	2007	HONDA	CIVIC	2HGFG21537H100905

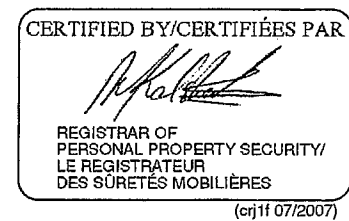
GENERAL
COLLATERAL
DESCRIPTION

REGISTERING AL PALLADINI LEASING

AGENT ADDRESS 7777 WESTON ROAD WOODBRIDGE ON L4L1A6

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

CONTINUED... 15



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 15
(7800)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1G FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
631900575

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20070105 1050 1529 7852 P PPSA 3

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME D' ANGELO BRANDS LTD.
04 ADDRESS 14 BREWSTER RD. BRAMPTON ON L6T 5B7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME FRANK D'ANGELO
07 ADDRESS 265 FOREST HILL RD. TORONTO ON M5P 2N3

08 SECURED PARTY / FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY
09 LIEEN CLAIMANT ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7

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

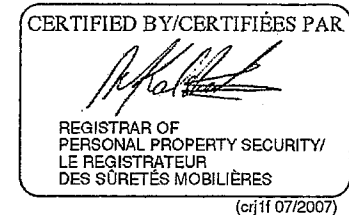
11 YEAR MAKE MODEL V.I.N.
12 MOTOR 2007 FORD LINCOLN 3LNHM28T37R608411
13 VEHICLE

14 GENERAL
15 COLLATERAL
16 DESCRIPTION

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS
17 AGENT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 16



PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 16
(7801)

TYPE OF SEARCH	BUSINESS DEBTOR
SEARCH CONDUCTED ON	D'ANGELO BRANDS LTD.
FILE CURRENCY	31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
631478475

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	001		20061215 1526 1862 6289	P PPSA	10

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

02 DEBTOR
03 NAME BUSINESS NAME D'ANGELO BRANDS LTD.

04 ADDRESS 14 BREWSTER ROAD BRAMPTON ON L6T 5B7

[illegible]

06	NAME	BUSINESS NAME	D'ANGELO BRANDS, INC.
----	------	---------------	-----------------------

07 ADDRESS 14 BREWSTER ROAD BRAMPTON ON L6T 5B7

08 ~~SECURED PARTY~~ / WASANDA ENTERPRISES INC.

09 ADDRESS 150 SIGNET DRIVE WESTON ON M9L 1T9

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

[illegible]

11 MOTOR
12 VEHICLE

13	GENERAL	GUARANTEE AND POSTPONEMENT OF CLAIM DATED SEPTEMBER 23, 2002
14	COLLATERAL	GUARANTEEING DEBTS OF 1540633 ONTARIO INC. TO WASANDA ENTERPRISES
15	DESCRIPTION	INC. AND POSTPONING CLAIMS AGAINST 1540633 ONTARIO INC.

16 REGISTERING AYLESWORTH LLP (DAH)
AGENT

17 ADDRESS TD CENTRE, 222 BAY STREET, 18TH FLOOR TORONTO ON M5K 1H1

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

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1f 07/2007)

RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 17
(7802)


TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CATION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20061215 1546 1862 6294	
21	FILE NUMBER	631478475			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	J OTHER		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	D'ANGELO BRANDS LTD.		
25	OTHER CHANGE	SUBORDINATION			
26	REASON/ DESCRIPTION	SUBORDINATION OF WASANDA ENTERPRISES INC. FILE REFERENCE NO. 631478475 IN FAVOUR OF 2048572 ONTARIO LIMITED FINANCING STATEMENT 20061201082118625083, FILE REFERENCE NO. 631071234.			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06			ONTARIO CORPORATION NO.		
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE		DATE OF	NO FIXED
	GOODS	INVENTORY	EQUIPMENT	AMOUNT	MATURITY OR MATURITY DATE
11	YEAR	MAKE	MODEL	V.I.N.	
12	MOTOR VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	AYLESWORTH LLP (DAH)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	TD CENTRE, 222 BAY STREET, 18TH FLOOR	TORONTO	ON M5K 1H1

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

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 18
(7803)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
631071225

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 001 20061201 0820 1862 5082 P PPSA 10

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME D'ANGELO BRANDS, INC.

04 ADDRESS 14 BREWSTER ROAD BRAMPTON ON L6T 5B7
ONTARIO CORPORATION NO.

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME D'ANGELO BRANDS LTD.

07 ADDRESS 14 BREWSTER ROAD BRAMPTON ON L6T 5B7
ONTARIO CORPORATION NO.

08 SECURED PARTY / 2048572 ONTARIO LIMITED

09 LIEN CLAIMANT ADDRESS 150 SIGNET DRIVE WESTON ON M9L 1T9

COLLATERAL CLASSIFICATION

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL FIXED AND FLOATING CHARGE DEBENTURE SECURING ALL ASSETS.

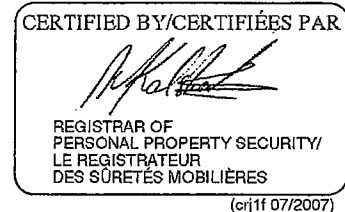
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT AYLESWORTH LLP (DAH)

17 ADDRESS TD CENTRE, 222 BAY STREET, 18TH FLOOR TORONTO ON M5K 1H1

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

CONTINUED... 19



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 19
(7804)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
630413613

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20061107 1449 1530 2594	P PPSA	5

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

DEBTOR NAME BUSINESS NAME D'ANGELO BRANDS LTD.

ADDRESS 44 EASTGATE PKY # 4500 MISSISSAUGA ON L4W 3W6

ONTARIO CORPORATION NO.

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
23APR1959	FRANK	J	DANGELO

DEBTOR NAME BUSINESS NAME

ADDRESS 265 FOREST HILL RD TORONTO ON M5P 3N2

ONTARIO CORPORATION NO.

SECURED PARTY / GMAC LEASECO CORPORATION

LIEN CLAIMANT ADDRESS 210 - 255 LACEWOOD DRIVE HALIFAX NS B3M 4G2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X		X		X	X	47138			X

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2006 GMC	ENVOY	1GKDT138962335688

GENERAL
COLLATERAL
DESCRIPTION

REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

ADDRESS SUITE 200 - 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR


REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(c)11f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 20
(7805)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
628811604

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20060912 1202 1590 1901 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME D'ANGELO BRANDS LTD.

04 ADDRESS 14 BREWSTER ROAD BRAMPTON ON L6T 5B7
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS
ONTARIO CORPORATION NO.

08 SECURED PARTY / MEADWESTVACO PACKAGING SYSTEMS LP
09 LIEN CLAIMANT ADDRESS 281 FAIRALL STREET AJAX ON L1S 1R7

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

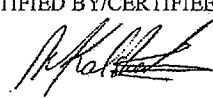
11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL EVOTECH EQUIPMENT MODEL 22 AND SERIAL NO. 39 EQUIPMENT LEASED
14 COLLATERAL PURSUANT TO LEASE NO. C-8-1-56-3EL-268 AS MAY BE AMENDED,
15 DESCRIPTION SUPPLEMENTED, RESTATED OR REPLACED FROM TIME TO TIME

16 REGISTERING MCMILLAN BINCH MENDELSON LLP (ALM/ST/74072)
17 AGENT ADDRESS 181 BAY ST., STE. 4400, BCE PLACE TORONTO ON M5J 2T3

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

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(en)11 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 21
(7806)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
628113861

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20060818 1456 1530 0703	P PPSA	3

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
03		D'ANGELO BRANDS LTD			
04		14 BREWSTER RD		BRAMPTON	ON L6T 5B7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05	23APR1959	FRANK		D'ANGELO	
06		265 FOREST HILL RD		TORONTO	ON M5G 2N3

SECURED PARTY / LIEN CLAIMANT	ADDRESS	EDMONTON	AB	T5J 5C7
08	VOLVO CAR FINANCIAL SERVICES CANADA, A DIV OF PRIMUS CANADA			
09	PO BOX 2400			

10 COLLATERAL CLASSIFICATION

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

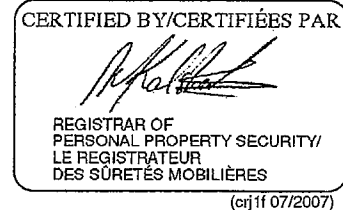
MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11	2006 VOLVO	S40	YV1MH682362182741

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

REGISTERING AGENT	PRIMUS AUTOMOTIVE FINANCIAL SERVICES	ADDRESS	1410 BLAIR AVENUE	GLOUCESTER	ON	K1J9B9
16						
17						

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

CONTINUED... 22



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 22
(7807)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
626411898

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20060622 1704 1462 3244 P PPSA 4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME D'ANGELO BRANDS LTD.

04 ADDRESS 14 BREWSTER RD BRAMPTON ONT L6T5B7
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS
ONTARIO CORPORATION NO.

08 SECURED PARTY / AL PALLADINI LEASING
LIEN CLAIMANT

09 ADDRESS 7777 WESTON ROAD WOODBRIDGE ON L4L1A6

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X 62772 15JUN2010

11 YEAR MAKE MODEL V.I.N.
12 MOTOR 2007 TOYOTA FJ JTEBU11F770016627
VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AL PALLADINI LEASING
AGENT

17 ADDRESS 7777 WESTON ROAD WOODBRIDGE ON L4L1A6

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

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crlf 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 23
(7808)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
625809807

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20060605 1043 1529 0712	P PPSA	3

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				
03				

03 BUSINESS NAME D'ANGELO BRANDS LTD

04 ADDRESS 14 BREWSTER RD BRAMPTON ON L6T 5B7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	23APR1959	FRANK		D'ANGELO
06				

06 BUSINESS NAME

07 ADDRESS 265 FOREST HILL RD TORONTO ON M5P 2N3

08 SECURED PARTY / FORD CREDIT CANADA LEASING COMPANY

09 LIEN CLAIMANT

09 ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11	2006 FORD	ESCAPE	1FMYU03196KD00351
12			

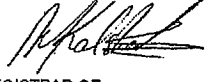
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 24
(7809)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 13 FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
625778514

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20060602 1454 1530 5991	P PPSA	3

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				
03				

03 BUSINESS NAME D'ANGELO BRANDS LTD

04 ADDRESS 14 BREWSTER RD BRAMPTON ON L6T 5B7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	23APR1959	FRANK		D'ANGELO
06				

06 BUSINESS NAME

07 ADDRESS 265 FOREST HILL RD TORONTO ON M5P 2N3

08 SECURED PARTY / FORD CREDIT CANADA LEASING COMPANY

09 LIEN CLAIMANT ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11	2006	FORD	ESCAPE	1FMYU03176KD00350
12				

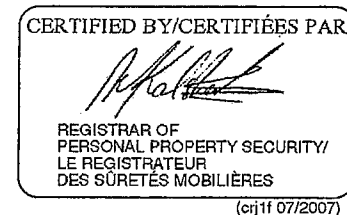
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 25



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 25
(7810)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
625011579

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20060509 1406 1462 2477 P PPSA 4

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME D'ANGELO BRANDS LTD.

04 ADDRESS 14 BREWSTER RD. BRAMPTON ONT L6T5B7
ONTARIO CORPORATION NO.

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY AL PALLADINI LEASING

09 LIEN CLAIMANT ADDRESS 7777 WESTON ROAD WOODBRIDGE ON L4L1A6

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X 52867 01MAY2010

11 YEAR MAKE MODEL V.I.N.
12 2006 FORD E350 VAN 1FTSE34P36HA09918

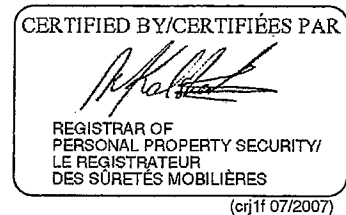
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT AL PALLADINI LEASING

17 ADDRESS 7777 WESTON ROAD WOODBRIDGE ON L4L1A6

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

CONTINUED... 26



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 26
(7811)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
623076021

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20060302 1045 1529 3525 P PPSA 3

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME DANGELO BRANDS LTD
04 ADDRESS 14 BREWSTER RD BRAMPTON ON L6T 5B7
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME FRANK DANGELO
07 ADDRESS 265 FOREST HILL RD TORONTO ON M5P 2N3
ONTARIO CORPORATION NO.

08 SECURED PARTY / FORD CREDIT CANADA LEASING COMPANY
09 LIEN CLAIMANT ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7

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

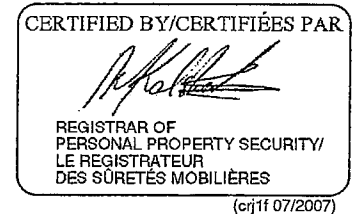
11 YEAR MAKE MODEL V.I.N.
12 2006 FORD ESCAPE 1FMYU94136KC70346

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS
17 AGENT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 27



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 27
(7812)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
622363176

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01 X	01	003		20060130 1705 1462 8449	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02 DEBTOR 03 NAME		BUSINESS NAME			
		D'ANGELO BRANDS LTD			
04	ADDRESS	14 BREWSTER RD		BRAMPTON	ON L6T5B7

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

SECURED PARTY / LIEN CLAIMANT	ADDRESS				
08 SECURED PARTY / 09 LIEN CLAIMANT		PENSKE TRUCK LEASING CANADA INC			
	RT 10 GREEN HILLS, PO BOX 791		READING	PA	19603

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

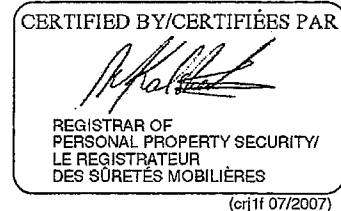
MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR 12 VEHICLE	2006	FREIGHTLINER	CL12064S	1FUJA6CK66LW44510

GENERAL COLLATERAL DESCRIPTION	TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT NOT LIMITED TO KATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY
13 GENERAL 14 COLLATERAL 15 DESCRIPTION	

REGISTERING AGENT	ADDRESS				
16 REGISTERING 17 AGENT		PENSKE TRUCK LEASING CANADA INC			
	RT 10 GREEN HILLS, PO BOX 791		READING	PA	19603

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

CONTINUED... 28



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 28
(7813)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
622363176

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
X 02 003 20060130 1705 1462 8449 P PPSA 6

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LOCATIONS DE CAMIONS PENSKE CANADA INC

09 LIEN CLAIMANT ADDRESS RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

COLLATERAL CLASSIFICATION

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE


13 GENERAL FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS
14 COLLATERAL WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER
15 DESCRIPTION PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE

16 REGISTERING PENSKE TRUCK LEASING CANADA INC

17 AGENT ADDRESS RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

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

CONTINUED... 29

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(c)11 07/2007



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 29
(7814)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
622363176

01 CAUTION FILING X PAGE NO. OF 03 TOTAL PAGES 003 MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER 20060130 1705 1462 8449 REGISTERED UNDER P PPSA REGISTRATION PERIOD 6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

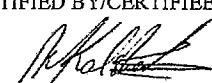
11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL COLLATERAL OR PROCEEDS OF THE COLLATERAL.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT PENSKE TRUCK LEASING CANADA INC
17 ADDRESS RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

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

CONTINUED... 30

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crl11 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 30
(7815)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
621220887

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20051212 1052 1529 2987 P PPSA 3

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME DANGELO BRANDS LTD. ONTARIO CORPORATION NO.
04 ADDRESS 14 BREWSTER RD BRAMPTON ON L6T 5B7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME FRANK DANGELO
07 ADDRESS 14 BREWSTER RD BRAMPTON ON L6T 5B7

08 SECURED PARTY / FORD CREDIT CANADA LEASING COMPANY
09 LIEN CLAIMANT ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7

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

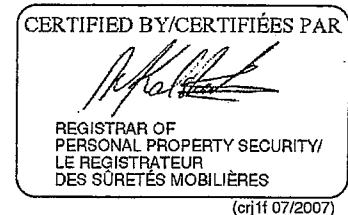
11 YEAR MAKE MODEL V.I.N.
12 MOTOR 2006 FORD FUSION 3FAFP08126R100361
VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS
17 AGENT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 31



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 31
(7816)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
621151254

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20051208 1402 1462 8127	P PPSA	4

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02					
03					
04					
05					
06					
07					
08					
09					

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02					
03					
04					
05					
06					
07					
08					
09					

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


MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11				
12				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

REGISTERING AGENT	ADDRESS	WOODBRIDGE	ON	L4L1A6
16				
17				

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

CONTINUED... 32

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(c) 11/07/2007



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 32
(7817)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
618716997

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 2 20050909 1459 2697 0005 P PPSA 05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME D'ANGELO BRANDS LTD.

04 ADDRESS 14 BREWSTER ROAD BRAMPTON ON L6T 5B7
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS
08 SECURED PARTY / PARAMOUNT PALLET, INC.
09 LIEN CLAIMANT ADDRESS 1330 MARTIN GROVE ROAD TORONTO ON M9W 4X3

07 ADDRESS
08 SECURED PARTY / PARAMOUNT PALLET, INC.
09 LIEN CLAIMANT ADDRESS 1330 MARTIN GROVE ROAD TORONTO ON M9W 4X3

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X 135740


11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL ORANGE PALLETS TO CPC SPECIFICATION 48"X40" WIDE CPC TRADE MARKED. AS
14 COLLATERAL AT SEPTEMBER 1, 2005, 6,170 CPC ORANGE PALLETS WERE ON RENT. THIS
15 DESCRIPTION BALANCE IS SUBJECT TO CHANGE IN ACCORDANCE WITH THEIR MONTHLY RENTAL

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 33

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(c) 11 07/2007



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 33
(7818)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
618716997

00

01

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20050909 1459 2697 0005		

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /

LIEN CLAIMANT

09

ADDRESS

10

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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11

MOTOR

YEAR MAKE

MODEL

V.I.N.

12

VEHICLE

13

GENERAL

INVOICE BASED ON NUMBER OF PALLETS OUTSTANDING. PRINCIPAL AMOUNT

14

COLLATERAL

SECURED ABOVE IS BASED ON \$22/PALLET X THE NUMBER OF PALLETS

15

DESCRIPTION

OUTSTANDING AT SEPTEMBER 1, 2005

16

REGISTERING


AGENT

17

ADDRESS

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

CONTINUED... 34

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(c) 11/07/2007

RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 34
(7819)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
618277608

01 CAUTION FILING X PAGE NO. OF 01 TOTAL PAGES 003 MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER 20050825 1452 1530 0790 REGISTERED UNDER P PPSA REGISTRATION PERIOD 9

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME D'ANGELO BRANDS LTD

04 ADDRESS 14 BREWSTER RD BRAMPTON ON L6T 5B7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / PENSKE TRUCK LEASING CANADA INC
09 LIEN CLAIMANT

ADDRESS RT 10 GREEN HILLS PO BOX 405 READING PA 19603

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

11 MOTOR YEAR MAKE 2005 FREIGHTLINER MODEL CL12064S V.I.N. 1FUJA6CK35LN90422
12 VEHICLE 2005 MANAC ALUMVAN 2M592146051103094

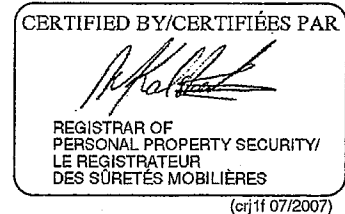
13 GENERAL TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS
14 COLLATERAL SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT NOT
15 DESCRIPTION LIMITED TO XATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY FORM

16 REGISTERING AGENT PENSKE TRUCK LEASING CANADA INC

17 ADDRESS RT 10 GREEN HILLS PO BOX 405 READING PA 19603

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

CONTINUED... 35



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 35
(7820)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1G FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
618277608

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 003 20050825 1452 1530 0790

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LOCATIONS DE CAMIONS PENSKE CANADA INC
09 LIEN CLAIMANT

09 ADDRESS RT 10 GREEN HILLS PO BOX 405 READING PA 19603

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


11 YEAR MAKE MODEL V.T.N.
12 MOTOR VEHICLE

13 GENERAL DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH
14 COLLATERAL THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT
15 DESCRIPTION THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 36

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)11f 07/2007)

RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 36
(7821)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
618277608

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
03 003 20050825 1452 1530 0790

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

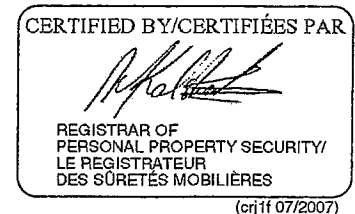
13 GENERAL OR PROCEEDS OF THE COLLATERAL.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED...

37



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 37
(7822)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
617001147

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20050714 1705 1462 7417 P PPSA 4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

D'ANGELO BRANDS LTD.

ONTARIO CORPORATION NO.

04 ADDRESS 14 BREWSTER ROAD BRAMPTON ON L6T5B7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / AL PALLADINI LEASING
09 LIEN CLAIMANT

ADDRESS 7777 WESTON ROAD WOODBRIDGE ON L4L1A6

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER ENCLOSED MATURITY OR MATURITY DATE
X X 42339 01JUN2009

11 YEAR MAKE MODEL V.I.N.
12 MOTOR 2005 HONDA ELEMENT 5J6YH28685L800612
VEHICLE

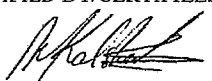
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AL PALLADINI LEASING
17 AGENT

ADDRESS 7777 WESTON ROAD WOODBRIDGE ON L4L1A6

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

CONTINUED... 38

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 38
(7823)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
612218178

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20050125 1404 1462 1618 P PPSA 4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

D'ANGELO BRANDS LTD

04 ADDRESS 14 BREWSTER ROAD BRAMPTON ON L6T5B7
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS
ONTARIO CORPORATION NO.

08 SECURED PARTY / AL PALLADINI LEASING
09 LIEN CLAIMANT

ADDRESS 7777 WESTON ROAD WOODBRIDGE ON L4L1A6

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X 43565 19JAN2009

11 YEAR MAKE MODEL V.I.N.
12 MOTOR 2004 HONDA ELEMENT 5J6YH28584L801376
VEHICLE

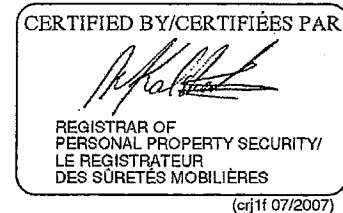
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AL PALLADINI LEASING
17 AGENT

ADDRESS 7777 WESTON ROAD WOODBRIDGE ON L4L1A6

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

CONTINUED... 39



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 39
(7824)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
611301195

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
X	01	003		20041210 1950 1531 5778	P PPSA	6

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

DEBTOR
NAME : BUSINESS NAME : D'ANGELO BRANDS LTD

ADDRESS : 14 BREWSTER RD BRAMPTON ON L6T 2H4

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

DEBTOR
NAME : BUSINESS NAME :
ADDRESS :
ONTARIO CORPORATION NO :

SECURED PARTY /
LIEN CLAIMANT : PENSKE TRUCK LEASING CANADA INC

ADDRESS : RT 10 GREEN HILLS PO BOX 405 READING PA 19603

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

YEAR	MAKE	MODEL	V.I.N.
2005	FREIGHTLINER	CL12064S	1FUJA6CK15LU10600


GENERAL : TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS
COLLATERAL : SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT NOT
DESCRIPTION : LIMITED TO KATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY FORM

REGISTERING
AGENT : PENSKE TRUCK LEASING CANADA INC

ADDRESS : RT 10 GREEN HILLS PO BOX 405 READING PA 19603

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

CONTINUED... 40

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(c) 11/07/2007



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 40
(7825)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1G FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
611301195

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20041210 1950 1531 5778		

01

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

02 DEBTOR
03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

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

05 DEBTOR
06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY / LOCATION DE CAMIONS PENSKE CANADA INC

09 LIEN CLAIMANT

ADDRESS

RT 10 GREEN HILLS PO BOX 405

READING

PA

19603

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE

MODEL

V.I.N.

11 MOTOR
12 VEHICLE

13 GENERAL DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH
14 COLLATERAL THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT
15 DESCRIPTION THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL

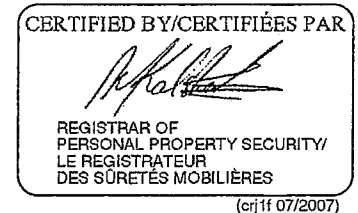
16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

41



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 41
(7826)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
611301195

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 003 20041210 1950 1531 5778

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

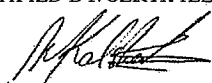
11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL OR PROCEEDS OF THE COLLATERAL.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 42

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(c) 11/07/2007



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 42
(7827)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
611133831

01 CAUTION FILING PAGE NO. OF PAGES TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
01 001 20041203 1712 8077 7075 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME D'ANGELO BRANDS LTD.

04 ADDRESS 4500 EASTGATE PKY MISSISSAUGA ON L4W 3W6
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME
07 ADDRESS
ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT MTC LEASING INC.

09 ADDRESS 5575 NORTH SERVICE ROAD, SUITE 300 BURLINGTON ON L7L 6M1

COLLATERAL CLASSIFICATION

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL EQUIPMENT

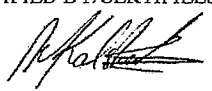
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT REGISTRY = RECOVERY INC.

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

CONTINUED... 43

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cij11 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 43
(7828)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
608888367

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20040910 1406 1462 3595 P PPSA 4

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 DEBTOR NAME BUSINESS NAME D'ANGELO BRANDS LTD
04 ADDRESS 14 BREWSTER ROAD BRAMPTON ON L6T5B7
ONTARIO CORPORATION NO.

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

08 SECURED PARTY / AL PALLADINI LEASING
09 LIEN CLAIMANT ADDRESS 7777 WESTON ROAD WOODBRIDGE ON L4L1A6

COLLATERAL CLASSIFICATION
10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
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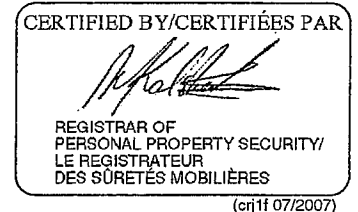
11 YEAR MAKE MODEL V.I.N.
12 MOTOR 2003 FORD E350 1FDSE35F63HA58303
VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AL PALLADINI LEASING
17 AGENT ADDRESS 7777 WESTON ROAD WOODBRIDGE ON L4L1A6

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

CONTINUED... 44



(crlf 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 44
(7829)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
608721912

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 001 20040903 1449 1862 2597 P PPSA 10

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

D'ANGELO BRANDS LTD.

04 ADDRESS 14 BREWSTER ROAD BRAMPTON

ONTARIO CORPORATION NO. 1295725

ON L6T 5B7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

D'ANGELO BRANDS, INC.

07 ADDRESS 14 BREWSTER ROAD BRAMPTON

ONTARIO CORPORATION NO.

ON L6T 5B7

08 SECURED PARTY / WASANDA ENTERPRISES INC.
09 LIEN CLAIMANT

ADDRESS 150 SIGNET DRIVE WESTON

ON M9L 2Y2

COLLATERAL CLASSIFICATION

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

11 YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL SUPPLEMENTAL FIXED AND FLOATING CHARGE OVER ALL ASSETS
14 COLLATERAL
15 DESCRIPTION

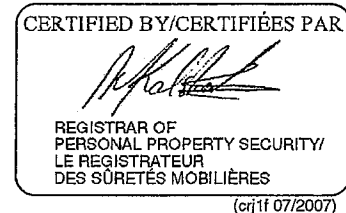
16 REGISTERING ARMEL, GRAY LLP (D. HENDLER)
17 AGENT

ADDRESS 500 - 390 BAY STREET TORONTO

ON M5H 2Y2

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

CONTINUED... 45



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 45
(7830)

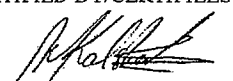
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001	20061205 1500 1862 5385	
21	RECORD REFERENCED	FILE NUMBER 608721912		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED X	CHANGE REQUIRED J OTHER	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME D'ANGELO BRANDS LTD.		
25	OTHER CHANGE	SUBORDINATION		
26	REASON/ DESCRIPTION	SUBORDINATION OF WASANDA ENTERPRISES INC. FILE REFERENCE NO. 608721912 IN FAVOUR OF 2048572 ONTARIO LIMITED FINANCING STATEMENT 20061201082018625082, FILE REFERENCE NO. 631071225.		
02/ 05/ 03/ 06/ 04/07	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	DEBTOR/ TRANSFEREE	BUSINESS NAME		
		ADDRESS		ONTARIO CORPORATION NO.
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		
08/ 09		ADDRESS		
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	DATE OF MATURITY OR Maturity DATE
11/ 12/ 13/ 14/ 15/ 16/ 17	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	YEAR MAKE MODEL V.I.N. AYLESWORTH LLP (DAH) TD CENTRE, 222 BAY STREET, 18TH FLOOR TORONTO		ON M5K 1H1

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

CONTINUED... 46

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 46
(7831)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
606331521

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20040610 1706 1462 0637	P PPSA	4

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				
03				

03 DEBTOR NAME BUSINESS NAME D'ANGELO BRANDS LTD.

04 ADDRESS 14 BREWSTER ROAD BRAMPTON ON L6T5B7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	23APR1959	FRANK		D'ANGELO
06				

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS 24 BRUNTON CRESCENT BARRIE ON L4N7H4

08 SECURED PARTY / AL PALLADINI LEASING

09 LIEN CLAIMANT ADDRESS 7777 WESTON ROAD WOODBRIDGE ON L4L1A6

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED	
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY	OR	MATURITY DATE
	X		X		X	61797	08JUN2008		

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11	2004 FORD	E350	1FDSE35PX4HA53261
12			


13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AL PALLADINI LEASING
AGENT

17 ADDRESS 7777 WESTON ROAD WOODBRIDGE ON L4L1A6

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

CONTINUED... 47

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(c) 11/07/2007



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 47
(7832)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
605547009

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	001		20040517 1625 1862 5318	P PPSA	10

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

02 DEBTOR
03 NAME BUSINESS NAME D'ANGELO BRANDS LTD.

04 ADDRESS 14 BREWSTER ROAD BRAMPTON ON L6T 5B7
ONTARIO CORPORATION NO. 001295725

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

05 DEBTOR
06 NAME BUSINESS NAME D'ANGELO BRANDS, INC.

07 ADDRESS 14 BREWSTER ROAD BRAMPTON ON L6T 5B7
ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT WASANDA ENTERPRISES INC.

ADDRESS 150 SIGNET DRIVE WESTON ON M9L 1T9

COLLATERAL CLASSIFICATION

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

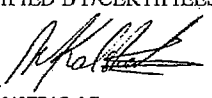
YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

11 MOTOR
12 VEHICLE
13 GENERAL FIXED AND FLOATING CHARGE OVER ALL ASSETS
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT ARMEL, GRAY LLP (DOUGLAS HENDLER)
17 ADDRESS 500-390 BAY STREET TORONTO ON M5H 2Y2

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

CONTINUED... 48

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)11 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 48
(7833)

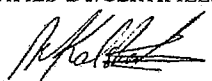
TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER
01	001	001		20061205 1459 1862 5384	
21	RECORD	FILE NUMBER	605547009		
	REFERENCE				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL	CORRECT
		X	J OTHER	YEARS	PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	D'ANGELO BRANDS LTD.		
25	OTHER CHANGE	SUBORDINATION			
26	REASON/	SUBORDINATION OF WASANDA ENTERPRISES INC. FILE REFERENCE NO.			
27	DESCRIPTION	605547009 IN FAVOUR OF 2048572 ONTARIO LIMITED FINANCING STATEMENT			
28		20061201082018625082, FILE REFERENCE NO. 631071225.			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
03/					
06			ONTARIO CORPORATION NO.		
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
10		INCLUDED	AMOUNT	MATURITY	OR MATURITY DATE
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	AYLESWORTH LLP (DAH)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	TD CENTRE, 222 BAY STREET, 18TH FLOOR	TORONTO	ON M5K 1H1

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

CONTINUED... 49

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 49
(7834)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
890269173

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	001		20021220 1015 1862 8281	P PPSA	5

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

DEBTOR NAME : BUSINESS NAME : D'ANGELO BRANDS LTD.

ADDRESS : 14 BREWSTER ROAD BRAMPTON ON L6T 5B7

ONTARIO CORPORATION NO.

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

DEBTOR NAME : BUSINESS NAME : D'ANGELO BRANDS, INC.

ADDRESS : 14 BREWSTER ROAD BRAMPTON ON L6T 5B7

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT : WASANDA ENTERPRISES INC.

ADDRESS : 150 SIGNET DRIVE WESTON ON M9L 1T9

COLLATERAL CLASSIFICATION

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

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

MOTOR
VEHICLE

GENERAL : FIXED AND FLOATING CHARGE DEBENTURE

COLLATERAL
DESCRIPTION

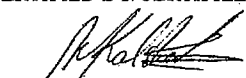
REGISTERING AGENT : ARMEL, GRAY LLP (D. A. HENDLER)

ADDRESS : 500-390 BAY STREET TORONTO ON M5H 2Y2

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

CONTINUED... 50

CERTIFIED BY/CERTIFIÉES PAR



REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crlf 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 50
(7835)

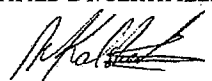
TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
		PAGES SCHEDULE NUMBER UNDER
01	001	001
21	RECORD FILE NUMBER	890269173
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED
	1	A AMENDMENT
23	REFERENCE	FIRST GIVEN NAME INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME D'ANGELO BRANDS LTD.
25	OTHER CHANGE	REASON/ DESCRIPTION
26		TO INCLUDE EQUIPMENT
27		
28		
02/	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME
05	DEBTOR/	
03/	TRANSFEREE	BUSINESS NAME
06		ONTARIO CORPORATION NO.
04/07	ADDRESS	
29	ASSIGNOR	
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	
09	ADDRESS	
	COLLATERAL CLASSIFICATION	
	CONSUMER	MOTOR VEHICLE
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	DATE OF NO FIXED
10		INCLUDED AMOUNT MATURITY OR MATURITY DATE
	YEAR MAKE	MODEL V.I.N.
11	MOTOR	
12	VEHICLE	
13	GENERAL	
14	COLLATERAL	
15	DESCRIPTION	
16	REGISTERING AGENT OR	ARMEL, GRAY LLP (D. HENDLER)
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS 500-390 BAY STREET TORONTO ONT M5H 2Y2

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

CONTINUED... 51

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2t 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 51
(7836)

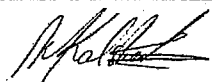
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001	20030401 1520 1862 0669	
21	RECORD FILE NUMBER	890269173		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
		X	A AMENDMENT	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	D'ANGELO BRANDS, INC.	
25	OTHER CHANGE			
26	REASON/	TO INCLUDE EQUIPMENT		
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFEREE	BUSINESS NAME		
06		ONTARIO CORPORATION NO.		
04/07	ADDRESS			
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
10	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
		X		
	YEAR MAKE	MODEL	V.I.N.	
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	ARMEL, GRAY LLP, DOUGLAS HENDLER		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	500-390 BAY STREET	TORONTO ON M5H 2Y2

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

CONTINUED... 52

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crlj2f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 52
(7837)


TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION NUMBER	REGISTERED UNDER
01	001	002	20031008 1430 1862 5856
21	RECORD FILE NUMBER	890269173	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	D'ANGELO BRANDS LTD.
25	OTHER CHANGE	SUPPLEMENTAL DEBENTURE AMENDING DEBENTURE UNDER FILE 890269173 - OUR	
26	REASON/	FILE NO. 02-0538	
27	DESCRIPTION		
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
05	DEBTOR/	BUSINESS NAME	D'ANGELO BRANDS LTD
03/	TRANSFEREE	BUSINESS NAME	D'ANGELO BRANDS LTD
06	ADDRESS	14 BREWSTER ROAD	BRAMPTON ON L6T 5B7
04/07	ADDRESS	14 BREWSTER ROAD	BRAMPTON ON L6T 5B7
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	
08	ADDRESS	WASANDA ENTERPRISES INC.	WESTON ON M9L 1T9
09	ADDRESS	150 SIGNET DRIVE	WESTON ON M9L 1T9
10	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY OR NO FIXED MATURITY DATE
11	YEAR	MAKE	MODEL
12	MOTOR VEHICLE	YEAR	MAKE
13	GENERAL	MODEL	V.I.N.
14	COLLATERAL	YEAR	MAKE
15	DESCRIPTION	MODEL	V.I.N.
16	REGISTERING AGENT OR	ARMEL, GRAY LLP (DOUGLAS HENDLER)	TORONTO ON M5H 2Y2
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	500-390 BAY STREET

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

CONTINUED... 53

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 53
(7838)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

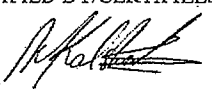
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
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21	RECORD	FILE NUMBER	890269173		
	REFERENCE				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME	D'ANGELO BRANDS, INC.		
06					
04/07	ADDRESS	14 BREWSTER ROAD	BRAMPTON	ON	L6T 5B7
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
10	CONSUMER GOODS	MOTOR VEHICLE	DATE OF	NO FIXED	
	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE
11	YEAR	MAKE	MODEL	V.I.N.	
12	MOTOR VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

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

CONTINUED...

54

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)21 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 54
(7839)

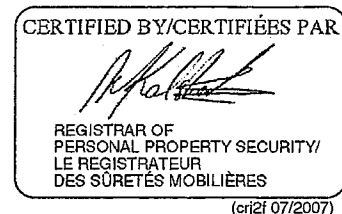
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001	20061205 1457 1862 5380	
21	RECORD REFERENCED	FILE NUMBER 890269173		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED X	CHANGE REQUIRED J OTHER	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME D'ANGELO BRANDS LTD.		
25	OTHER CHANGE	SUBORDINATION		
26	REASON/ DESCRIPTION	SUBORDINATION OF WASANDA ENTERPRISES INC. FILE REFERENCE NO. 890269173 IN FAVOUR OF 2048572 ONTARIO LIMITED FINANCING STATEMENT 20061201082018625082, FILE REFERENCE NO. 631071225.		
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/ TRANSFEREE	BUSINESS NAME		
06				ONTARIO CORPORATION NO.
04/07		ADDRESS		
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09		ADDRESS		
10	COLLATERAL CLASSIFICATION			
	CONSUMER GOODS	MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER	DATE OF INCLUDED	NO FIXED AMOUNT MATURITY OR MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	AYLESWORTH LLP (DAH)		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS TD CENTRE, 222 BAY STREET, 18TH FLOOR	TORONTO	ON M5K 1H1

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

CONTINUED... 55



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 55
(7840)


TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED PAGES SCHEDULE NUMBER UNDER	RENEWAL YEARS	CORRECT PERIOD
01	001	001	20070413 1547 1862 3929	
21	RECORD	FILE NUMBER	890269173	
	REFERENCED			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	
		X	B RENEWAL	10
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	D'ANGELO BRANDS LTD.	
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		
06				
04/07	ADDRESS			
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	AYLESWORTH LLP (DAH)		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	TD CENTRE, 222 BAY STREET, 18TH FLOOR	TORONTO ON M5K 1H1

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

CONTINUED... 56

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)21 07/2007)

RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 56
(7841)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
883273455

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20020517 1453 1462 3675	P PPSA	5

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

02 DEBTOR
03 NAME BUSINESS NAME D'ANGELO BRANDS LTD.

04 ADDRESS 14 BREWSTER ROAD BRAMPTON ON L6T5B7
ONTARIO CORPORATION NO. 1295725

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

05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT D. DUNSMUIR INVESTMENTS CANADA LTD.

09 ADDRESS 1 ROYAL GATE BLVD. WOODBRIDGE ON L4L8Z7

COLLATERAL CLASSIFICATION

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


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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
GENERAL SECURITY AGREEMENT

16 REGISTERING AGENT DYE & DURHAM CO. INC.
17 ADDRESS 393 UNIVERSITY AVENUE, SUITE 1519 TORONTO ON M5G1E6

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

CONTINUED... 57

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj11 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 57
(7842)


TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20020621 1650 1793 2864	
21	RECORD REFERENCED	FILE NUMBER	883273455		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	D'ANGELO BRANDS LTD.		
25	OTHER CHANGE REASON/ DESCRIPTION	TO AMEND COLLATERAL DESCRIPTION			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
10	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED
11	YEAR	MAKE	MODEL	V.I.N.	DATE OF MATURITY OR
12	MOTOR VEHICLE	NO FIXED MATURITY DATE			
13	GENERAL	GENERAL SECURITY AGREEMENT AT 14 BREWSTER ROAD, BRAMPTON, ONTARIO			
14	COLLATERAL	AND 2600 EASTGATE PARKWAY, MISSISSAUGA			
15	DESCRIPTION				
16	REGISTERING AGENT OR	DYE & DURHAM CO. INC.			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	393 UNIVERSITY AVENUE, SUITE 1519	TORONTO	ON M5G1E6

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

CONTINUED... 58

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 58
(7843)

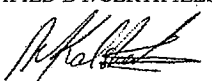
TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001	20030106 1147 1862 8565	
21	RECORD REFERENCED	FILE NUMBER 883273455		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
		X	J OTHER	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME D'ANGELO BRANDS LTD.		
25	OTHER CHANGE	SUBORDINATION		
26	REASON/ DESCRIPTION	SECURED PARTY UNDER FILE NO. 883273455 POSTPONES AND SUBORDINATES ITS SECURITY AS IT RELATES TO INVENTORY, ACCOUNTS RECEIVABLE AND OTHER IN FAVOUR OF THE SECURED PARTY UNDER FILE NO. 890269173.		
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/ TRANSFEREE	BUSINESS NAME		
03/				
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		
08				
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	ARMEL, GRAY LLP (D. HENDLER)		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS 500-390 BAY STREET	TORONTO	ONT M5H 2Y2

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

CONTINUED... 59

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)21 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 59
(7844)

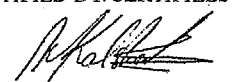
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTRED
		PAGES SCHEDULE NUMBER UNDER
01	001	001
21	883273455	20030106 1616 1862 8579
RECORD REFERENCED	FILE NUMBER	
PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED
	X	J OTHER
22	FIRST GIVEN NAME	INITIAL SURNAME
23	BUSINESS NAME	D'ANGELO BRANDS, INC.
24	DEBTOR/ TRANSFEROR	
25	OTHER CHANGE	SUBORDINATION
26	REASON/ DESCRIPTION	SECURED PARTY UNDER FILE NO. 883201761 POSTPONES AND SUBORDINATES ITS SECURITY AS IT RELATES TO INVENTORY, ACCOUNTS RECEIVABLE AND OTHER IN FAVOUR OF THE SECURED PARTY UNDER FILE NO. 890269173.
02/	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME
05	DEBTOR/ TRANSFEREE	BUSINESS NAME
03/		
06		ONTARIO CORPORATION NO.
04/07	ADDRESS	
29	ASSIGNOR	
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	
09	ADDRESS	
COLLATERAL CLASSIFICATION		
CONSUMER	MOTOR VEHICLE	DATE OF
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED AMOUNT MATURITY OR MATURITY DATE
10	YEAR MAKE	MODEL V.I.N.
11	MOTOR	
12	VEHICLE	
13	GENERAL	
14	COLLATERAL	
15	DESCRIPTION	
16	REGISTERING AGENT OR	ARMEL, GRAY LLP (D. HENDLER)
17	SECURED PARTY/ LIEN CLAIMANT	500-390 BAY STREET TORONTO ONT M5H 2Y2

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

CONTINUED... 60

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)21 07/2007



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 60
(7845)

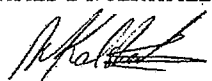
TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20030106 1644 1862 8580	
21	RECORD	FILE NUMBER	883273455		
	REFERENCED				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	J OTHER		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	D'ANGELO BRANDS, INC.		
25	OTHER CHANGE	SUBORDINATION			
26	REASON/	SECURED PARTY UNDER FILE NO. 883273455 POSTPONES AND SUBORDINATES			
27	DESCRIPTION	ITS SECURITY AS IT RELATES TO INVENTORY, ACCOUNTS RECEIVABLE AND			
28		OTHER IN FAVOUR OF THE SECURED PARTY UNDER FILE NO. 890269173.			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			
06		ONTARIO CORPORATION NO.			
04/07	ADDRESS				
29	ASSIGNOR				
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. EXYRD	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	ARMEL, GRAY LLP (D. HENDLER)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	500-390 BAY STREET	TORONTO	ONT M5H 2Y2

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

CONTINUED... 61

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(cr)21 07/2007)

RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 61
(7846)

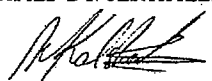
TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
		PAGES SCHEDULE NUMBER UNDER
01	001	1
21	RECORD	883273455
	REFERENCE	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED
		CHANGE REQUIRED
		D ASSIGNMENT
23	REFERENCE	FIRST GIVEN NAME INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME D'ANGELO BRANDS LTD.
25	OTHER CHANGE	
26	REASON/	
27	DESCRIPTION	
28		
02/	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME
05	DEBTOR/	
03/	TRANSFEREE	BUSINESS NAME
06		ONTARIO CORPORATION NO.
04/07	ADDRESS	
29	ASSIGNOR	D. DUNSMUIR INVESTMENTS CANADA LIMITED
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	
08		WASANDA ENTERPRISES INC.
09	ADDRESS	150 SIGNET DRIVE WESTON ON M9L1T9
	COLLATERAL CLASSIFICATION	
	CONSUMER	MOTOR VEHICLE
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
10	YEAR MAKE	MODEL V.I.N.
11	MOTOR	
12	VEHICLE	
13	GENERAL	
14	COLLATERAL	
15	DESCRIPTION	
16	REGISTERING AGENT OR	DYE & DURHAM CO. INC.
17	SECURED PARTY/ LIEN CLAIMANT	439 UNIVERSITY AVENUE, SUITE 1600 TORONTO ON M5G1Y8

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

CONTINUED... 62

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 62
(7847)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER
01	001	002		20061205 1458 1862 5382	
21	RECORD	FILE NUMBER	883273455		
	REFERENCE	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL
			X	J OTHER	YEARS
22					CORRECT PERIOD

23 REFERENCE : FIRST GIVEN NAME : INITIAL : SURNAME :
24 DEBTOR/ : BUSINESS NAME : D'ANGELO BRANDS LTD.
TRANSFEROR :
25 OTHER CHANGE : SUBORDINATION
26 REASON/ : SUBORDINATION OF WASANDA ENTERPRISES INC. FINANCING STATEMENT FILE
27 DESCRIPTION : REFERENCE NO. 883273455 IN FAVOUR OF 2048572 ONTARIO LIMITED
28 FINANCING STATEMENT 20061201082018625082, FILE REFERENCE NO.

02/ DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
05 DEBTOR/ :
03/ TRANSFEREE : BUSINESS NAME :
06 :
04/07 : ADDRESS : ONTARIO CORPORATION NO. :

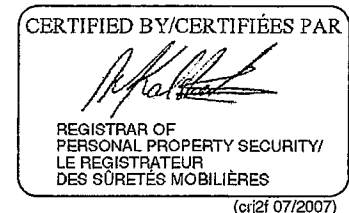
29 ASSIGNOR :
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :
08 :
09 : ADDRESS :

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

11 MOTOR :
12 VEHICLE :
13 GENERAL :
14 COLLATERAL :
15 DESCRIPTION :
16 REGISTERING AGENT OR : AYLESWORTH LLP (DAH)
17 SECURED PARTY/ : ADDRESS : TD CENTRE, 222 BAY STREET, 18TH FLOOR TORONTO ON M5K 1H1
LIEN CLAIMANT :

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

CONTINUED... 63



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 63
(7848)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

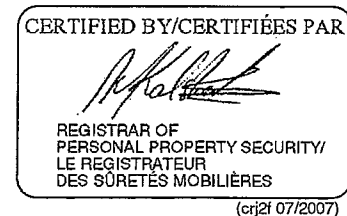
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	002		20061205 1458 1862 5382	
21	RECORD REFERENCED	FILE NUMBER	883273455		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE	SUBORDINATION			
26	REASON/ DESCRIPTION	631071225.			
28	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FILED	
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
	INCLUDED	AMOUNT	MATURITY	OR	MATURITY DATE
11	YEAR	MAKE	MODEL	V.I.N.	
12	MOTOR				
13	VEHICLE				
14	GENERAL				
15	COLLATERAL				
16	DESCRIPTION				
17	REGISTERING AGENT OR				
	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

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

CONTINUED...

64



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 64
(7849)


TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20070413 1546 1862 3928	
21	RECORD FILE NUMBER	883273455			
	REFERENCE				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	10	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	D'ANGELO BRANDS LTD.		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSEERE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10					
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	AYLESWORTH LLP (DAH)			
17	SECURED PARTY/ LIEN CLAIMANT	TD CENTRE, 222 BAY STREET, 18TH FLOOR	TORONTO	ON	M5K 1H1

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

CONTINUED... 65

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)2f 07/2007)

RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 65
(7850)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
883201761

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20020516 1730 1462 0107	P PPSA	5

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

DEBTOR NAME : BUSINESS NAME : D'ANGELO BRANDS LTD.

ADDRESS : 14 BREWSTER ROAD BRAMPTON

ONTARIO CORPORATION NO. 1295725
ON L6T5B7

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

DEBTOR NAME : BUSINESS NAME :

ADDRESS :

ONTARIO CORPORATION NO.:

SECURED PARTY / LIEN CLAIMANT : D. DUNSMUIR INVESTMENTS CANADA LIMITED

ADDRESS : 1 ROYAL GATE BLVD. WOODBRIDGE ON L4L8Z7

COLLATERAL CLASSIFICATION

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

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

MOTOR
VEHICLE

GENERAL : GENERAL SECURITY AGREEMENT

COLLATERAL
DESCRIPTION

REGISTERING AGENT : DYE & DURHAM CO. INC.

ADDRESS : 393 UNIVERSITY AVENUE, SUITE 1519 TORONTO ON M5G1B6

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

CONTINUED... 66

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)11 07/2007



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 66
(7851)


TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001	20030106 1146 1862 8564	
21	RECORD REFERENCED	FILE NUMBER 883201761		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED X	CHANGE REQUIRED J OTHER	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME D'ANGELO BRANDS LTD.		
25	OTHER CHANGE	SUBORDINATION		
26	REASON/ DESCRIPTION	SECURED PARTY UNDER FILE NO. 883201761 POSTPONES AND SUBORDINATES ITS SECURITY AS IT RELATES TO INVENTORY, ACCOUNTS RECEIVABLE AND OTHER IN FAVOUR OF THE SECURED PARTY UNDER FILE NO. 890269173.		
02/ 05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
03/ 06	TRANSFEREE	BUSINESS NAME		
04/07	ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		
08 09	ADDRESS			
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF Maturity OR Maturity DATE
11	YEAR	MAKE	MODEL	V.I.N.
12	MOTOR VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	ARMEL, GRAY LLP (D. HENDLER)		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS 500-390 BAY STREET	TORONTO	ONT M5H 2Y2

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

CONTINUED... 67

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(en) 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 67
(7852)

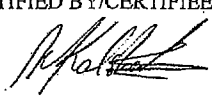
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001	20030106 1156 1862 8568	
21	RECORD FILE NUMBER	883201761		
	REFERENCED			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL CORRECT
		X	J OTHER	YEARS PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	D'ANGELO BRANDS, INC.	
25	OTHER CHANGE	SUBORDINATION		
26	REASON/	SECURED PARTY UNDER FILE NO. 883201761 POSTPONES AND SUBORDINATES		
27	DESCRIPTION	ITS SECURITY AS IT RELATES TO INVENTORY, ACCOUNTS RECEIVABLE AND		
28		OTHER IN FAVOUR OF THE SECURED PARTY UNDER FILE NO. 890269173.		
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFEREE	BUSINESS NAME		
06		ONTARIO CORPORATION NO.		
04/07	ADDRESS			
29	ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08				
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
10	YEAR	MAKE	MODEL	V-I-N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	ARMEL, GRAY LLP (D. HENDLER)		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	500-390 BAY STREET	TORONTO ONT M5H 2Y2

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

CONTINUED... 68

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2f 07/2007)

RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 68
(7853)


TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED PAGES SCHEDULE NUMBER UNDER
01	001	001 20030106 1158 1862 8569
21	RECORD FILE NUMBER	883201761
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED
23	REFERENCE	RENEWAL CORRECT PERIOD
24	DEBTOR/ TRANSFEROR	BUSINESS NAME D'ANGELO BRANDS, INC.
25	OTHER CHANGE	SUBORDINATION
26	REASON/ DESCRIPTION	SECURED PARTY UNDER FILE NO. 883201761 POSTPONES AND SUBORDINATES ITS SECURITY AS IT RELATES TO INVENTORY, ACCOUNTS RECEIVABLE AND OTHER IN FAVOUR OF THE SECURED PARTY UNDER FILE NO. 890269173.
02/	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME
05	DEBTOR/ TRANSFEREE	BUSINESS NAME
06	ADDRESS	ONTARIO CORPORATION NO.
04/07	ADDRESS	
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08	ADDRESS	
09	COLLATERAL CLASSIFICATION	
10	CONSUMER GOODS	MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
11	YEAR MAKE	MODEL V.T.N.
12	MOTOR VEHICLE	
13	GENERAL	
14	COLLATERAL	
15	DESCRIPTION	
16	REGISTERING AGENT OR	ARMEL, GRAY LLP (D. HENDLER)
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS 500-390 BAY STREET TORONTO ONT M5H 2Y2

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

CONTINUED... 69

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(crj2f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 69
(7854)


TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION NUMBER	REGISTERED UNDER
01	001	001	20030106 1200 1862 8570
21	FILE NUMBER	883201761	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED
23	REFERENCE		RENEWAL YEARS
24	DEBTOR/ TRANSFEROR	FIRST GIVEN NAME INITIAL SURNAME	CORRECT PERIOD
25	OTHER CHANGE	SUBORDINATION	
26	REASON/ DESCRIPTION	SECURED PARTY UNDER FILE NO. 883201761 POSTPONES AND SUBORDINATES ITS SECURITY AS IT RELATES TO INVENTORY, ACCOUNTS RECEIVABLE AND OTHER IN FAVOUR OF THE SECURED PARTY UNDER FILE NO. 890269173.	
02/	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	
03/	ADDRESS		ONTARIO CORPORATION NO.
06			
04/07			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	
08	ADDRESS		
09	COLLATERAL CLASSIFICATION		
10	CONSUMER GOODS	MOTOR VEHICLE INCLUDED	DATE OF NO FIXED AMOUNT MATURITY OR MATURITY DATE
11	YEAR MAKE	MODEL	V.I.N.
12	MOTOR VEHICLE		
13	GENERAL		
14	COLLATERAL		
15	DESCRIPTION		
16	REGISTERING AGENT OR	ARMEL, GRAY LLP (D. HENDLER)	
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS 500-390 BAY STREET	TORONTO ONT M5H 2Y2

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

CONTINUED... 70

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)2f 07/2007)

RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 70
(7855)

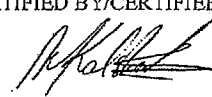
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20030106 1202 1862 8571	
21	RECORD REFERENCED	FILE NUMBER	883201761		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	J OTHER		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	D'ANGELO BRANDS, INC.		
25	OTHER CHANGE	SUBORDINATION			
26	REASON/	SECURED PARTY UNDER FILE NO. 883201761 POSTPONES AND SUBORDINATES			
27	DESCRIPTION	ITS SECURITY AS IT RELATES TO INVENTORY, ACCOUNTS RECEIVABLE AND			
28		OTHER IN FAVOUR OF THE SECURED PARTY UNDER FILE NO. 890269173.			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06		ONTARIO CORPORATION NO.			
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		ADDRESS			
09	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE		DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	ARMEL, GRAY LLP (D. HENDLER)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	500-390 BAY STREET	TORONTO	ONT M5H 2Y2

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

CONTINUED... 71

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(en) 21 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 71
(7856)


TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1	20030828 1607 1793 2487	
21	RECORD REFERENCED	FILE NUMBER 883201761		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED D ASSIGNMENT	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME D'ANGELO BRANDS LTD.		
25	OTHER CHANGE REASON/ DESCRIPTION			
02/ 05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL
03/ 06	BUSINESS NAME			
04/07	ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR	D. DUNSMUIR INVESTMENTS CANADA LIMITED		
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	WASANDA ENTERPRISES INC.		
09	ADDRESS	150 SIGNET DRIVE	WESTON	ON M9L1T9
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR
11	YEAR	MAKE	MODEL	V.I.N.
12	MOTOR VEHICLE			
13	GENERAL COLLATERAL			
14	DESCRIPTION			
15	REGISTERING AGENT OR	DYE & DURHAM CO. INC.		
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS 439 UNIVERSITY AVENUE, SUITE 1600	TORONTO	ON M5G1Y8

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

CONTINUED... 72

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)2f 07/2007



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 72
(7857)


TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20061205 1459 1862 5383	
21	RECORD REFERENCE	FILE NUMBER	883201761		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	J OTHER		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSPEROR	BUSINESS NAME	D'ANGELO BRANDS LTD.		
25	OTHER CHANGE	SUBORDINATION			
26	REASON/ DESCRIPTION	SUBORDINATION OF WASANDA ENTERPRISES INC. FILE REFERENCE NO. 883201761 IN FAVOUR OF 2048572 ONTARIO LIMITED FINANCING STATEMENT 20061201082018625082, FILE REFERENCE NO. 631071225.			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSPEREE	BUSINESS NAME			
03/					
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	AYLESWORTH LLP (DAH)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	TD CENTRE, 222 BAY STREET, 18TH FLOOR	TORONTO	ON M5K 1H1

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

CONTINUED... 73

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c) 21 07/2007

RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 73
(7858)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001	20070413 1546 1862 3927	
21	RECORD FILE NUMBER	883201761		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
		X	B RENEWAL	10

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
23			
24			

DEBTOR/ TRANSFEROR	BUSINESS NAME
	D'ANGELO BRANDS LTD.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/			

DEBTOR/ TRANSFEREE	BUSINESS NAME
05	
03/	

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

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

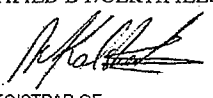
YEAR	MAKE	MODEL	V.I.N.
11			

12 MOTOR VEHICLE
13 GENERAL COLLATERAL
14 DESCRIPTION

REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	AYLESWORTH LLP (DAH)	TD CENTRE, 222 BAY STREET, 18TH FLOOR	TORONTO	ON	M5K 1H1
16						
17						

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

CONTINUED... 74

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)21 07/2007



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 74
(7859)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
877849533

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	002		20011109 1803 1531 8438	P . PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.

DEBTOR NAME	BUSINESS NAME	ADDRESS	MISSISSAUGA	ON	L4Z 1R9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT	ADDRESS	READING	PA	19603

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

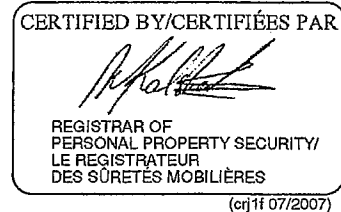
MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
	2000	STERLING	AT9500	2FWYJWEB6YAB43213
	2000	MANAC	ALUMVAN	2M5921464Y1064885

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT	ADDRESS	READING	PA	19603

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

CONTINUED... 75



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 75
(7860)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
877849533

00

01

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	002		20011109 1803 1531 8438		

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /

LIEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

10

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

11

MOTOR

YEAR MAKE
2000 MANAC

MODEL
ALUMVAN

V.T.N.
2M5921466Y1064886

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

AGENT

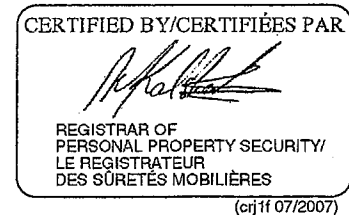
17

ADDRESS

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

CONTINUED...

76



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 76
(7861)


TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	003	20040720 1450 1530 6131	
21	RECORD REFERENCED	FILE NUMBER 877849533		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED X	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME PAYLESS CORPORATION		
25	OTHER CHANGE REASON/ DESCRIPTION	ADDED DEBTOR ADDED GENERAL COLLATERAL		
02/ 05/ 03/ 06/ 04/07	DATE OF BIRTH DEBTOR/ TRANSFEREE BUSINESS NAME ADDRESS	FIRST GIVEN NAME D'ANGELO BRANDS LTD 14 BREWSTER RD	INITIAL SURNAME BRAMPTON	NO FIXED Maturity OR Maturity DATE ON L6T 5B7
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08 09	ADDRESS			
10	COLLATERAL CLASSIFICATION CONSUMER GOODS	MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	DATE OF AMOUNT	NO FIXED Maturity OR Maturity DATE
11 12 13 14 15 16 17	YEAR MAKE MODEL V.I.N. MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT NOT LIMITED TO XATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY FORM CANADIAN SECURITIES REGISTRATION SYSTEMS 4126 NORLAND AVENUE	BURNABY	BC V5G 3S8

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

CONTINUED... 77

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 77
(7862)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON D'ANGELO BRANDS LTD.
FILE CURRENCY 31OCT 2007


FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	02	003	20040720 1450 1530 6131	
21	RECORD REFERENCE	FILE NUMBER 877849533		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
23				CORRECT PERIOD
24	REFERENCE DEBTOR/ TRANSFEROR	FIRST GIVEN NAME INITIAL SURNAM		
25	OTHER CHANGE REASON/ DESCRIPTION			
26				
27				
28				
02/ 05	DEBTOR/ TRANSFEREE	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAM		
03/ 06				
04/07		ADDRESS		ONTARIO CORPORATION NO.
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08				
09		ADDRESS		
10	COLLATERAL CLASSIFICATION			
11	CONSUMER GOODS	MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER	DATE OF Maturity	NO FIXED Maturity DATE
12	YEAR MAKE	MODEL	V.I.N.	
13	MOTOR VEHICLE			
14	GENERAL COLLATERAL	DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT		
15	DESCRIPTION	THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL		
16	REGISTERING AGENT OR			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS		

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

CONTINUED...

78

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crlj2f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 78
(7863)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	03	003	20040720 1450 1530 6131	
21	RECORD FILE NUMBER	877849533		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
23	REFERENCE DEBTOR / TRANSFEROR	FIRST GIVEN NAME	INITIAL	SURNAME
24	BUSINESS NAME			
25	OTHER CHANGE REASON / DESCRIPTION			
26				
27				
28				
02 /	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR /			
03 /	TRANSFEREE	BUSINESS NAME		
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
10	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
11	YEAR	MAKE	MODEL	V. I. N.
12	MOTOR VEHICLE			
13	GENERAL	OR PROCEEDS OF THE COLLATERAL.		
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS		

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

CONTINUED...

79

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj21 07/2007)

RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 79
(7864)


TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20060608 1048 1529 3769	
21	RECORD REFERENCED	FILE NUMBER	877849533		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	F PART DISCH		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	PAYLESS CORPORATION		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
03/					
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FILED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE	2000 STERLING	AT9500	2FWYJWEB6YAB43213	
13	CENTRAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC V5G 3S8

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

CONTINUED... 80

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(cij21 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 80
(7865)

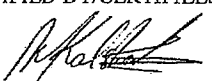
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OR	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001	20070228 1452 1530 0036	
21 RECORD REFERENCED	FILE NUMBER	877849533		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL CORRECT
		X	F PART DISCH	YEARS PERIOD
23 REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24 DEBTOR/ TRANSFEROR	BUSINESS NAME	PAYLESS CORPORATION		
25 OTHER CHANGE				
26 REASON/				
27 DESCRIPTION				
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05 DEBTOR/				
03/ TRANSFEREE	BUSINESS NAME			
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			
29 ASSIGNOR				
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS			
10 COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
11	YEAR	MAKE	MODEL	V.I.N.
12	2000	MANAC	ALUMVAN	2M5921464Y1064885
13	2000	MANAC	ALUMVAN	2M5921466Y1064886
14 GENERAL				
15 COLLATERAL				
16 DESCRIPTION				
17 REGISTERING AGENT OR		CANADIAN SECURITIES REGISTRATION SYSTEMS		
LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC V5G 3S8

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

CONTINUED... 81

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(en2f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

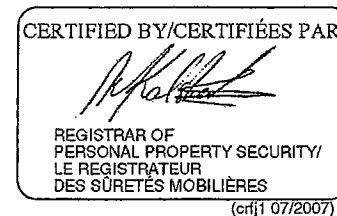
REPORT : PSSR060
PAGE : 81
(7866)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
639710388	20071005 1703 1462 6276			
639258957	20070920 1704 1462 2763			
637024635	20070706 1409 1462 5708			
636034185	20070606 1006 1462 8143			
634794678	20070430 1406 1462 7507			
631900575	20070105 1050 1529 7852			
631478475	20061215 1526 1862 6289	20061215 1546 1862 6294		
631071225	20061201 0820 1862 5082			
630413613	20061107 1449 1530 2594			
628811604	20060912 1202 1590 1901			
628113861	20060818 1456 1530 0703			
626411898	20060622 1704 1462 3244			
625809807	20060605 1043 1529 0712			
625778514	20060602 1454 1530 5991			
625011579	20060509 1406 1462 2477			
623076021	20060302 1045 1529 3525			
622363176	20060130 1705 1462 8449			
621220887	20051212 1052 1529 2987			
621151254	20051208 1402 1462 8127			
618716997	20050909 1459 2697 0005			
618277608	20050825 1452 1530 0790			
617001147	20050714 1705 1462 7417			
612218178	20050125 1404 1462 1618			
611301195	20041210 1950 1531 5778			
611133831	20041203 1712 8077 7075			
608888367	20040910 1406 1462 3595			
608721912	20040903 1449 1862 2597	20061205 1500 1862 5385		
606331521	20040610 1706 1462 0637			
605547009	20040517 1625 1862 5318	20061205 1459 1862 5384		
890269173	20021220 1015 1862 8281	20030106 1142 1862 8562	20030401 1520 1862 0669	20031008 1430 1862 5856

CONTINUED... 82



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101093935.46

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

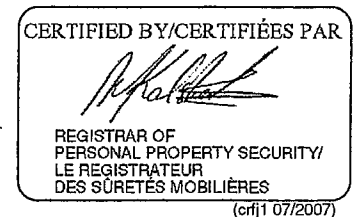
REPORT : PSSR060
PAGE : 82
(7867)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D'ANGELO BRANDS LTD.
FILE CURRENCY : 31OCT 2007

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
890269173	20061205 1457 1862 5380	20070413 1547 1862 3929		
883273455	20020517 1453 1462 3675	20020621 1650 1793 2864	20030106 1147 1862 8565	20030106 1616 1862 8579
	20030106 1644 1862 8580	20030828 1608 1793 2488	20061205 1458 1862 5382	20070413 1546 1862 3928
883201761	20020516 1730 1462 0107	20030106 1146 1862 8564	20030106 1156 1862 8568	20030106 1158 1862 8569
	20030106 1200 1862 8570	20030106 1202 1862 8571	20030828 1607 1793 2487	20061205 1459 1862 5383
	20070413 1546 1862 3927			
877849533	20011109 1803 1531 8438	20040720 1450 1530 6131	20060608 1048 1529 3769	20070228 1452 1530 0036

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



TAB 3M

RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101094017.33

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(7877)

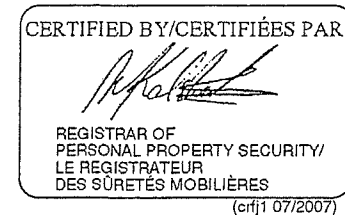
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1540633 ONTARIO INC.
FILE CURRENCY : 31OCT 2007

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
631071252	20061201 0826 1862 5085			
631071261	20061201 0827 1862 5086			
630716562	20061120 1253 1862 4183	20061205 1511 1862 5393		
605704257	20040521 1406 1862 5596	20061205 1513 1862 5394		
605547018	20040517 1625 1862 5319	20061215 1527 1862 6292		

This is Exhibit "M" referred to in the
affidavit of Jonathan Sherman
sworn before me, this 14th
day of September 20 07
A COMMISSIONER FOR TAKING AFFIDAVITS

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



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101094017.33

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(7868)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 1540633 ONTARIO INC.

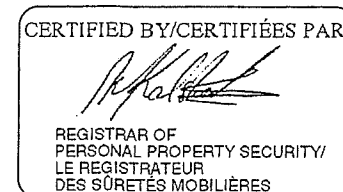
FILE CURRENCY : 31OCT 2007

ENQUIRY NUMBER 20071101094017.33 CONTAINS 10 PAGE(S), 5 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

AYLESWORTH LLP

222 BAY STREET, 18TH FLOOR
TORONTO ON M5K 1H1



(crfj1 07/2007)

CONTINUED... 2



PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(7869)

TYPE OF SEARCH	BUSINESS DEBTOR
SEARCH CONDUCTED ON	1540633 ONTARIO INC.
FILE CURRENCY	31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 631071252

CAUTION FILING	PAGE NO.	OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	001		20061201 0826 1862 5085	P PPSA	10

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02 DEBTOR
03 NAME BUSINESS NAME 1540633 ONTARIO INC.

04	ADDRESS	14 BREWSTER ROAD	BRAMPTON	ON	L6T 5B7
----	---------	------------------	----------	----	---------

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
1940	JOHN	J	SMITH
1941	JANE	J	SMITH
1942	JOHN	J	SMITH
1943	JANE	J	SMITH
1944	JOHN	J	SMITH
1945	JANE	J	SMITH
1946	JOHN	J	SMITH
1947	JANE	J	SMITH
1948	JOHN	J	SMITH
1949	JANE	J	SMITH
1950	JOHN	J	SMITH
1951	JANE	J	SMITH
1952	JOHN	J	SMITH
1953	JANE	J	SMITH
1954	JOHN	J	SMITH
1955	JANE	J	SMITH
1956	JOHN	J	SMITH
1957	JANE	J	SMITH
1958	JOHN	J	SMITH
1959	JANE	J	SMITH
1960	JOHN	J	SMITH
1961	JANE	J	SMITH
1962	JOHN	J	SMITH
1963	JANE	J	SMITH
1964	JOHN	J	SMITH
1965	JANE	J	SMITH
1966	JOHN	J	SMITH
1967	JANE	J	SMITH
1968	JOHN	J	SMITH
1969	JANE	J	SMITH
1970	JOHN	J	SMITH
1971	JANE	J	SMITH
1972	JOHN	J	SMITH
1973	JANE	J	SMITH
1974	JOHN	J	SMITH
1975	JANE	J	SMITH
1976	JOHN	J	SMITH
1977	JANE	J	SMITH
1978	JOHN	J	SMITH
1979	JANE	J	SMITH
1980	JOHN	J	SMITH
1981	JANE	J	SMITH
1982	JOHN	J	SMITH
1983	JANE	J	SMITH
1984	JOHN	J	SMITH
1985	JANE	J	SMITH
1986	JOHN	J	SMITH
1987	JANE	J	SMITH
1988	JOHN	J	SMITH
1989	JANE	J	SMITH
1990	JOHN	J	SMITH
1991	JANE	J	SMITH
1992	JOHN	J	SMITH
1993	JANE	J	SMITH
1994	JOHN	J	SMITH
1995	JANE	J	SMITH
1996	JOHN	J	SMITH
1997	JANE	J	SMITH
1998	JOHN	J	SMITH
1999	JANE	J	SMITH
2000	JOHN	J	SMITH
2001	JANE	J	SMITH
2002	JOHN	J	SMITH
2003	JANE	J	SMITH
2004	JOHN	J	SMITH
2005	JANE	J	SMITH
2006	JOHN	J	SMITH
2007	JANE	J	SMITH
2008	JOHN	J	SMITH
2009	JANE	J	SMITH
2010	JOHN	J	SMITH
2011	JANE	J	SMITH
2012	JOHN	J	SMITH
2013	JANE	J	SMITH
2014	JOHN	J	SMITH
2015	JANE	J	SMITH
2016	JOHN	J	SMITH
2017	JANE	J	SMITH
2018	JOHN	J	SMITH
2019	JANE	J	SMITH
2020	JOHN	J	SMITH
2021	JANE	J	SMITH
2022	JOHN	J	SMITH
2023	JANE	J	SMITH
2024	JOHN	J	SMITH
2025	JANE	J	SMITH
2026	JOHN	J	SMITH
2027	JANE	J	SMITH
2028	JOHN	J	SMITH
2029	JANE	J	SMITH
2030	JOHN	J	SMITH
2031	JANE	J	SMITH
2032	JOHN	J	SMITH
2033	JANE	J	SMITH
2034	JOHN	J	SMITH
2035	JANE	J	SMITH
2036	JOHN	J	SMITH
2037	JANE	J	SMITH
2038	JOHN	J	SMITH
2039	JANE	J	SMITH
2040	JOHN	J	SMITH
2041	JANE	J	SMITH
2042	JOHN	J	SMITH
2043	JANE	J	SMITH
2044	JOHN	J	SMITH

05	DEBTOR	
06	NAME	BUSINESS NAME

07	ADDRESS
----	---------

08 SECURED PARTY / 2048572 ONTARIO LIMITED
LIEN CLAIMANT

09 ADDRESS 150 SIGNET ROAD WESTON ON M9L 1T9

COLLATERAL CLASSIFICATION

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

[illegible]

11 MOTOR
12 VEHICLE

13	GENERAL	GUARANTEE AND POSTPONEMENT OF CLAIM GUARANTEEING OBLIGATIONS OF
14	COLLATERAL	D'ANGELO BRANDS, INC. AND D'ANGELO BRANDS LTD.
15	DESCRIPTION	

16 REGISTERING AYLESWORTH LLP (DAH)

17 ADDRESS TD CENTRE, 222 BAY STREET, 18TH FLOOR TORONTO ON M5K 1H1

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

CONTINUED . . . 3

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1f 07/2007)

RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101094017.33

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(7870)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1540633 ONTARIO INC.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
631071261

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	001		20061201 0827 1862 5086	P PPSA	10

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	03		
DEBTOR NAME BUSINESS NAME 1540633 ONTARIO INC.			
04 ADDRESS 14 BREWSTER ROAD BRAMPTON ON L6T 5B7			
05			
06			
07			
08 SECURED PARTY / 2048572 ONTARIO LIMITED			
09 LIEN CLAIMANT ADDRESS 150 SIGNET DRIVE WESTON ON M9L 1T9			

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

YEAR	MAKE	MODEL	V.I.N.
11			
12			

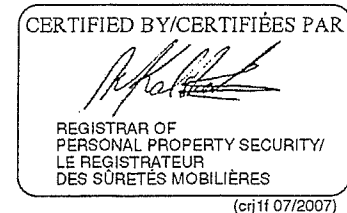
GENERAL COLLATERAL DESCRIPTION	FIXED AND FLOATING CHARGE DEBENTURE SECURING ALL ASSETS.
13	
14	
15	

REGISTERING AGENT	AYLESWORTH LLP (DAH)
16	
17	

ADDRESS	TD CENTRE, 222 BAY STREET, 18TH FLOOR	TORONTO	ON	M5K 1H1

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

CONTINUED... 4



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101094017.33

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(7871)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1540633 ONTARIO INC.
FILE CURRENCY : 31OCT 2007


FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
630716562

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	001		20061120 1253 1862 4183	P PPSA	10
02	DEBTOR					
03	NAME BUSINESS NAME 1540633 ONTARIO INC.					
04	ADDRESS 14 BREWSTER ROAD BRAMPTON ON L6T 5B7					
05	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME					
06	NAME BUSINESS NAME					
07	ADDRESS					
08	SECURED PARTY / WASANDA ENTERPRISES INC.					
09	LIEN CLAIMANT ADDRESS 150 SIGNET DRIVE WESTON ON M9L 1T9					
10	COLLATERAL CLASSIFICATION					
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
	X	X	X	X	X	
11	YEAR MAKE MODEL V.I.N.					
12	MOTOR VEHICLE					
13	GENERAL FIXED AND FLOATING CHARGE DEBENTURE DATED SEPTEMBER 23, 2002 SECURING					
14	COLLATERAL ALL ASSETS.					
15	DESCRIPTION					
16	REGISTERING AYLESWORTH LLP (DAH)					
17	AGENT ADDRESS TD CENTRE, 222 BAY STREET, 18TH FLOOR TORONTO ON M5K 1H1					

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(ej11 07/2007)

RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101094017.33

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(7872)


TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1540633 ONTARIO INC.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
		PAGES SCHEDULE NUMBER UNDER
01	001	001 20061205 1511 1862 5393
21	RECORD FILE NUMBER	630716562
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED
		X J OTHER
23	REFERENCE	FIRST GIVEN NAME INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME 1540633 ONTARIO INC.
25	OTHER CHANGE	SUBORDINATION
26	REASON/	SUBORDINATION OF WASANDA ENTERPRISES INC. FILE REFERENCE NO.
27	DESCRIPTION	630716562 IN FAVOUR OF 2048572 ONTARIO LIMITED FINANCING STATEMENT
28		20061201082718625086, FILE REFERENCE NO. 631071261.
02/	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME
05	DEBTOR/	
03/	TRANSFEEER	BUSINESS NAME
06		ONTARIO CORPORATION NO.
04/07	ADDRESS	
29	ASSIGNOR	
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	
09	ADDRESS	
	COLLATERAL CLASSIFICATION	
	CONSUMER	MOTOR VEHICLE
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	DATE OF NO FIXED
		INCLUDED AMOUNT MATURITY OR MATURITY DATE
10	YEAR MAKE	MODEL V.I.N.
11	MOTOR	
12	VEHICLE	
13	GENERAL	
14	COLLATERAL	
15	DESCRIPTION	
16	REGISTERING AGENT OR	AYLESWORTH LLP (DAH)
17	SECURED PARTY/ LIEN CLAIMANT	TD CENTRE, 222 BAY STREET, 18TH FLOOR TORONTO ON M5K 1H1

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

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101094017.33

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(7873)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1540633 ONTARIO INC.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
605704257

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	001		20040521 1406 1862 5596	P PPSA	10

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

02	DEBTOR NAME	BUSINESS NAME	1540633 ONTARIO INC.	
----	----------------	---------------	----------------------	--

04	ADDRESS	88 FARRELL DRIVE	TIVERTON	ONTARIO CORPORATION NO. 1540633
				ON NOG 2T0

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

06	DEBTOR NAME	BUSINESS NAME	1540633 ONTARIO INC.	
----	----------------	---------------	----------------------	--

07	ADDRESS	14 BREWSTER ROAD	BRAMPTON	ONTARIO CORPORATION NO. 1540633
				ON L6T 5B7

08	SECURED PARTY / LIEN CLAIMANT	WASANDA ENTERPRISES INC.		
----	----------------------------------	--------------------------	--	--

09	ADDRESS	150 SIGNET DRIVE	WESTON	ON M9L 1T9
----	---------	------------------	--------	------------

COLLATERAL CLASSIFICATION

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

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

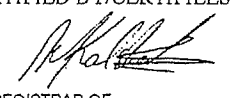
13	GENERAL	GUARANTEE AND POSTPONEMENT OF CLAIM		
14	COLLATERAL			
15	DESCRIPTION			

16	REGISTERING AGENT	ARMEL, GRAY LLP (DOUGLAS HENDLER)		
----	----------------------	-----------------------------------	--	--

17	ADDRESS	500-390 BAY STREET	TORONTO	ON M5H 2Y2
----	---------	--------------------	---------	------------

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

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)11 07/2007)

RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101094017.33

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(7874)

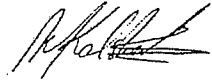
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1540633 ONTARIO INC.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001	20061205 1513 1862 5394	
21	RECORD REFERENCED	FILE NUMBER 605704257		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED X	CHANGE REQUIRED J OTHER	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME 1540633 ONTARIO INC.		
25	OTHER CHANGE	SUBORDINATION		
26	REASON/ DESCRIPTION	SUBORDINATION OF WASANDA ENTERPRISES INC. FILE REFERENCE NO. 605704257 IN FAVOUR OF 2048572 ONTARIO LIMITED FINANCING STATEMENT 20061201082618625085, FILE REFERENCE NO. 631071252.		
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/ TRANSFEREE	BUSINESS NAME		
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
10	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
11	YEAR	MAKE	MODEL	V.I.N.
12	MOTOR			
13	VEHICLE			
14	GENERAL			
15	COLLATERAL			
16	DESCRIPTION			
17	REGISTERING AGENT OR	AYLESWORTH LLP (DAH)		
	SECURED PARTY/ LIEN CLAIMANT	ADDRESS TD CENTRE, 222 BAY STREET, 18TH FLOOR	TORONTO	ON M5K 1H1

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

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2f 07/2007)



RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101094017.33

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(7875)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1540633 ONTARIO INC.
FILE CURRENCY : 31OCT 2007

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
605547018

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	001		20040517 1625 1862 5319	P PPSA	10

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

02 DEBTOR
03 NAME BUSINESS NAME 1540633 ONTARIO INC.

04 ADDRESS 88 FARRELL DRIVE TIVERTON

ONTARIO CORPORATION NO. 1540633
ON NOG 2T0

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

05 DEBTOR
06 NAME BUSINESS NAME 1540633 ONTARIO INC.

07 ADDRESS 14 BREWSTER ROAD BRAMPTON

ONTARIO CORPORATION NO. 1540633
ON L6T 5B7

08 SECURED PARTY /
09 LIEN CLAIMANT WASANDA ENTERPRISES INC.

09 ADDRESS 150 SIGNET DRIVE WESTON ON M9L 1T9

COLLATERAL CLASSIFICATION

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

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

11 MOTOR
12 VEHICLE

13 GENERAL GENERAL SECURITY AGREEMENT CHARGING ALL PRESENT AND AFTER ACQUIRED
14 COLLATERAL ASSETS
15 DESCRIPTION

16 REGISTERING ARMEL, GRAY LLP (DOUGLAS HENDLER)

17 ADDRESS 500-390 BAY STREET TORONTO ON M5H 2Y2

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

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1f 07/2007)

RUN NUMBER : 305
RUN DATE : 2007/11/01
ID : 20071101094017.33

PROVINCE OF ONTARIO
MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(7876)

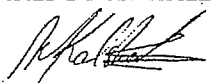
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1540633 ONTARIO INC.
FILE CURRENCY : 31OCT 2007

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001	20061215 1527 1862 6292	
21	RECORD FILE NUMBER	605547018		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL CORRECT
		X	J OTHER	YEARS PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	1540633 ONTARIO INC.	
25	OTHER CHANGE	SUBORDINATION		
26	REASON/	SUBORDINATION OF WASANDA ENTERPRISES INC. FILE REFERENCE NO.		
27	DESCRIPTION	605547018 IN FAVOUR OF 2048572 ONTARIO LIMITED FINANCING STATEMENT		
28		20061201082718625086, FILE REFERENCE NO. 631071261.		
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/	BUSINESS NAME		
03/	TRANSFEREE	BUSINESS NAME		
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			
29	ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08				
09	ADDRESS			
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	AYLESWORTH LLP (DAH)		
17	SECURED PARTY/	TD CENTRE, 222 BAY STREET, 18TH FLOOR	TORONTO	ON M5K 1H1
	LIEN CLAIMANT			

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2f 07/2007)

TAB 3N

PERSONAL PROPERTY SECURITY ACT REGISTRY - (ONTARIO REGISTRATIONS)

DEBTOR:		D'ANGELO BRANDS LTD			
FILE CURRENCY OF SEARCH:		October 31, 2007			
	Registration No.(s) and Reference No.(s)	Expiry Date	Secured Party	Collateral Specifications	Description of Collateral
1.	20071005 1703 1462 6276 Ref. No. 639710388	9 years from Oct. 5, 2007	Penske Truck Leasing Canada Inc.	Equipment, Other & Motor Vehicle	2008 Walker Model: Tank
2.	20070920 1704 1462 2763 Ref. No. 639258957	9 years from Sept. 20, 2007	Penske Truck Leasing Canada Inc.	Equipment, Other & Motor Vehicle	2008 Walker Model: Tank
3.	20070706 1409 1462 5708 Ref. No. 637024635	9 years from July 6, 2007	Penske Truck Leasing Canada Inc.	Equipment, Other & Motor Vehicle	2007 Utility Model: Alumvan
4.	20070606 1006 1462 8143 Ref. No. 636034185	5 years from June 6, 2007	Penske Truck Leasing Canada Inc.	Equipment, Other & Motor Vehicle	2007 Freightliner Model: CL12064S
5.	20070430 1406 1462 7507 Ref. No. 634794678	4 years from April 30, 2007	AI Palladini Leasing	Equipment & Motor Vehicle	2007 Honda, Model: Element, and 2007 Honda, Model: Civic
6.	20070105 1050 1529 7852 Ref. No. 631900575	3 years from Jan. 5, 2007	Ford Credit Canada Leasing, a division of Canadian Road Leasing Company	Equipment, Other & Motor Vehicle	2007 Ford Model: Lincoln
7.	20061215 1526 1862 6289 Ref. No. 631478475	10 years from Dec. 15, 2006	Wasanda Enterprises Inc.	Accounts & Other	Guarantee and Postponement of Claim guaranteeing debts of 1540633 Ontario Inc.
8.	20061215 1546 1862 6294 Ref. No. 631478475		Subordination		Subordination of Ref. No. 631478475 in favour of 2048572 Ontario Limited PPSA Reference No. 631071234
9.	20061201 0820 1862 5082 Ref. No. 631071225		2048572 Ontario Limited	Inventory, Equipment, Accounts, Other & Motor Vehicle	Fixed and floating Charge Debenture securing all assets

This is Exhibit A referred to in the
 Affidavit of Secured Party
 sworn before me this 14th
 day of November 2007
 [Signature]
 A COMMISSIONER FOR TAKING AFFIDAVITS

10..	20061107 1449 1530 2594 Ref. No. 630413613	5 years from Nov. 7, 2006	GMAC Leasco Corporation	Consumer Goods, Equipment, Other & Motor Vehicle	2006 GMC Model: Envoy
11.	20060912 1202 1590 1901 Ref. No. 628811604	5 years from Sept. 12, 2006	Meadwestvaco Packaging Systems LP	Equipment & Other	Evotech Equipment Model 22 and Serial No. 39 Equipment Leases pursuant to Lease No. C-8-1-56-3EL-268 as may be amended, supplemented, restated or replaced from time to time
12.	20060818 1456 1530 0703 Ref. No. 628113861	3 years from August 18, 2006	Volvo Car Financial Services Canada, a division of Primus Canada	Equipment, Other & Motor Vehicle	2006 Volvo Model S40
13.	20060622 1704 1462 3244 Ref. No. 626411898	4 years from June 22, 2006	AI Palladini Leasing	Equipment & Motor Vehicle	2007 Toyota, Model FJ
14.	20060605 1043 1529 0712 Ref. No. 625809807	3 years from June 5, 2006	Ford Credit Canada Leasing Company	Equipment, Other & Motor Vehicle	2006 Ford, Model Escape
15.	20060602 1454 1530 5991 Ref. No. 625778514	3 years from June 2, 2006	Ford Credit Canada Leasing Company	Equipment, Other & Motor Vehicle	2006 Ford, Model Escape
16.	20060509 1406 1462 2477 Ref. No. 625011579	4 years from May 9, 2006	AI Palladini Leasing	Equipment & Motor Vehicle	2006 Ford, Model E350 Van
17.	20060302 1045 1529 3525 Ref. No. 623076021	3 years from March 2, 2006	Ford Credit Canada Leasing Company	Equipment, Other & Motor Vehicle	2006 Ford, Model Escape
18.	20060130 1705 1462 8449 Ref. No. 622363176	6 years from Jan.30, 2006	Penske Truck Leasing Canada Inc.	Equipment, Other & Motor Vehicle	2006 Freightliner, Model CL12064S, and proceeds.
19. *	20051212 1052 1529 2987 Ref. No. 621220887	3 years from Dec.2, 2005	Ford Credit Canada Leasing Company	Equipment, Other & Motor Vehicle	2006 Ford, Model Fusion
20.	20051208 1402 1462 8127 Ref. No. 621151254	4 years from Dec.8, 2005	AI Palladini Leasing	Equipment & Motor Vehicle	2006 Chevrolet, Model Corvette
21.	20050909 1459 2697 0005 Ref. No. 618716997	5 years from Sept.9, 2005	Paramount Pallet, Inc.	Equipment	Orange Pallets

22.	20050825 1452 1530 0790 Ref. No. 618277608	9 years from Aug.25, 2005	Penske Truck Leasing Canada Inc.	Equipment, Other & Motor Vehicle	2005 Freightliner, Model CL12064- S2005 Manac, Model Alumvan, both together with all attachments and accessories and all proceeds in any form and a right to an insurance payment or other payment for loss or damage to the collateral or proceeds of the collateral.
23.	20050714 1705 1462 7417 Ref. No. 617001147	4 years from July 14, 2005	AI Palladini Leasing	Equipment & Motor Vehicle	2005 Honda, Model Element
24.	20050125 1404 1462 1618 Ref. No. 612218178	4 years from Jan. 25, 2005	AI Palladini Leasing	Consumer Goods, Equipment & Motor Vehicle	2004 Honda, Model Element
25.	20041210 1950 1531 5778 Ref. No. 611301195	6 years from Dec. 10, 2004	Penske Truck Leasing Canada Inc.	Equipment, Other & Motor Vehicle	2005 Freightliner, Model CL12064S, and proceeds.
26.	20041203 1712 8077 7075 Ref. No. 611133831	5 years from Dec. 3, 2004	MTC Leasing Inc.	Equipment, Accounts & Other	Equipment
27.	20040910 1406 1462 3595 Ref. No. 608888367	4 years from Sept. 10, 2004	AI Palladini Leasing	Equipment & Motor Vehicle	2003 Ford, Model E350
28.	20040903 1449 1862 2597 Ref. No. 608721912	10 years from Sept.3, 2004	Wasanda Enterprises Inc.	Inventory, Equipment, Accounts, Other & Motor Vehicle	Supplemental Fixed and Floating Charge over All Assets (Supplements File No. 605547009)
29.	20061205 1500 1862 5385 Ref. No. 608721912		Subordination		Subordination of Ref. No. 608721912 in favour of 2048572 Ontario Limited PPSA Reference No. 631071225
30.	20040610 1706 1462 0637 Ref. No. 606331521	4 years from June 10, 2004	AI Palladini Leasing	Consumer Goods, Equipment & Motor Vehicle	2004 Ford, Model E350
31.	20040517 1625 1862 5318 Ref. No. 605547009	10 years from May 17, 2004	Wasanda Enterprises Inc.	Inventory, Equipment, Accounts, Other & Motor Vehicle	Fixed and Floating Charge over All Assets
32.	20061205 1459 1862 5384 Ref. No. 605547009		Subordination		Subordination of Ref. No. 605547009 in favour of 2048572 Ontario Limited PPSA Reference No. 631071225
33.	20021220 1015 1862 8281 Ref. No. 890269173	5 years from Dec. 20, 2002	Wasanda Enterprises Inc.	Inventory, Accounts & Other	Fixed and Floating Charge Debenture
34.	20030106 1142 1862 8562 Ref. No. 890269173		Amendment		Amendment to include "Equipment"
35.	20030401 1520 1862 0669 Ref. No. 890269173		Amendment		Amendment to include "Equipment"

36.	20031008 1430 1862 5856 Ref. No. 890269173		Amendment		Supplemental Debenture Amending Debenture Under File No. 890269173
37.	20061205 1457 1862 5380 Ref. No. 890269173		Subordination		Subordination of Ref. No. 890269173 in favour of 2048572 Ontario Limited PPSA Reference No. 631071225
38.	20070413 1547 1862 3929 Ref. No. 890269173		Renewal for 10 years		Renewal for 10 years
39.	20020517 1453 1462 3675 Ref. No. 883273455	5 years from May 17, 2002	D. Dunsmuir Investments Canada Ltd.	Inventory, Equipment, Accounts, Other	General Security Agreement
40.	20020621 1650 1793 2864 Ref. No. 883273455		Amendment		To amend collateral description to read "General Security Agreement at 14 Brewster Road, Brampton, Ontario and 2600 Eastgate Parkway, Mississauga
41.	20030106 1147 1862 8565 Ref. No. 883273455		Subordination		Subordination of the secured party under Ref. No. 883273455 in favour of the secured party under Ref. No. 890269173 being Wasanda Enterprises Inc., as it relates to Inventory, Accounts Receivable and Other
42.	20030106 1616 1862 8579 Reference No. 883273455		Subordination		Subordination of the secured party under Ref. No. 883201761 being D. Dunsmuir Investments Canada Limited in favour of the secured party under Ref. No. 890269173 being Wasanda Enterprises Inc., as it relates to Inventory, Accounts Receivable and Other
43.	20030106 1644 1862 8580 Ref. No. 883273455		Subordination		Subordination of the secured party under Ref. No. 883273455, being D. Dunsmuir Investments Canada Ltd. in favour of the secured party under Reference No. 890269173, being Wasanda Enterprises Inc., as it relates to Inventory, Accounts Receivable and Other
44.	20030828 1608 1793 2488 Ref. No. 883273455		Assignment		Assignment from D. Dunsmuir Investments Canada Limited to Wasanda Enterprises Inc.
45.	20061205 1458 1862 5382 Ref. No. 883273455		Subordination		Subordination of Wasanda Enterprises Inc. in PPSA Reference No. 883273433 in favour of 2048572 Ontario Limited under Reference No. 631071225
46.	20070413 1546 1862 3928 Ref. No. 883273455		Renewal for 10 years		Renewal for 10 years
47.	20020516 1730 1482 0107 Ref. No. 883201761	5 years from May 16, 2002	D. Dunsmuir Investments Canada Limited	Inventory Equipment, Accounts & Other	General Security Agreement

48.	20030106 1146 1862 8564 Ref. No. 883201761		Subordination		The Secured Party in Ref. No. 883201761, being D. Dunsmuir Investments Canada Limited, postpones and subordinates its security as it relates to Inventory, Accounts, Receivable & Other in favour of the Secured party under Reference No. 890269173, being Wasanda Enterprises Inc.
49.	20030106 1156 1862 8568 Ref. No. 883201761		Subordination		The Secured Party in Ref. No. 883201761, being D. Dunsmuir Investments Canada Limited, postpones and subordinates in favour of the Secured Party under Reference No. 890269173 in favour of Wasanda Enterprises Inc. as it relates to Inventory, Accounts, Receivable & Other
50.	20030106 1158 1862 8569 Ref. No. 883201761		Subordination		The Secured Party in Ref. No. 883201761, being D. Dunsmuir Investments Canada Limited, postpones and subordinates in favour of the Secured Party under Reference No. 890269173 in favour of Wasanda Enterprises Inc. as it relates to Inventory, Accounts, Receivable & Other
51.	20030106 1200 1862 8570 Ref. No. 883201761		Subordination		The Secured Party in Ref. No. 883201761, being D. Dunsmuir Investments Canada Limited, postpones and subordinates in favour of the Secured Party under Reference No. 890269173 in favour of Wasanda Enterprises Inc. as it relates to Inventory, Accounts, Receivable & Other
52.	20030106 1200 1862 8571 Ref. No. 883201761		Subordination		The Secured Party in Ref. No. 883201761, being D. Dunsmuir Investments Canada Limited, postpones and subordinates in favour of the Secured Party under Reference No. 890269173 in favour of Wasanda Enterprises Inc. as it relates to Inventory, Accounts, Receivable & Other
53.	20030828 1607 1793 2487 Ref. No. 883201761		Assignment		Assignment to Wasanda Enterprises Inc.
54.	20061205 1459 1862 5383 Ref. No. 883201761		Subordination		Subordination of Wasanda Enterprises Inc. under Reference. No. 88320176 in favour of 2048572 Ontario Limited under Reference No. 631071225
55.	20070413 1546 1862 3927 Ref. No. 883201761		Renewal		Renewal for 10 years
56.	20011109 1803 1531 8438 Ref. No. 877849533	6 years from Nov.9, 2001	Penske Truck Leasing Canada Inc.	Equipment & Motor Vehicle	Debtor – Payless Corporation, 2000 Sterling, Model AT9500 and two 2000 Manacs, Model Aluvan,
57.	20040720 1450 1530 6131 Ref. No. 877849533		Amendment		Add Debtor, D'Angelo Brands Ltd. and add General Collateral

58.	20060608 1048 1529 3769 Ref. No. 877849533		Partial Discharge		Partial Discharge in favour of Payless Corporation as it relates to 2000 Sterling, Model AT9500
59.	20070228 1452 1530 0036 Ref. No. 877849533		Partial Discharge		Partial Discharge in favour of Payless Corporation as it relates to two 2000 Manacs, Model Alumvan

TAB 30

SEARCH RESULTS UNDER THE *PERSONAL PROPERTY REGISTRY* (ONTARIO)

This is Exhibit Q referred to in the
affidavit of Donathea Stenmet
sworn before me, this 14th
day of November 2007
[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS

DEBTOR:		1540633 ONTARIO INC.			
FILE CURRENCY OF SEARCH:		October 31, 2007			
	Registration No.(s)	Expiry Date	Secured Party	Collateral Specifications	Description of Collateral
1.	20061201 0826 1862 5085 Reference No. 631071252	10 years from Dec. 1, 2006	2048572 Ontario Limited	Accounts & Other	Guarantee and Postponement of Claim guaranteeing obligations of D'Angelo Brands, Inc. and D'Angelo Brands Ltd.
2.	20061201 0827 1862 5086 Reference No. 631071261	10 years from Dec, 1 2006	2048572 Ontario Limited	Inventory, Equipment, Accounts, Other and Motor Vehicle	Fixed and Floating Charge Debenture securing all assets
3.	20061120 1253 1862 4183 Reference No. 630716562	10 years from Nov, 20, 2006	Wasanda Enterprises Inc.	Inventory, Equipment, Accounts, Other and Motor Vehicle	Fixed and Floating Charge Debenture securing all assets
4.	20061205 1511 1862 5393 Reference No. 630716562		Subordination		Subordination of Wasanda Enterprises Inc. of File Reference No. 630716562 in favour of 2048572 Ontario Limited File Reference No. 631071261
5.	20040521 1406 1862 5596 Reference No. 605704257	10 years from May 21, 2004	Wasanda Enterprises Inc	Accounts & Other	Guarantee and Postponement of Claim
6.	20061205 1513 1862 5394 Reference No. 605704257		Subordination.		Subordination of Wasanda Enterprises Inc. of File Reference No. 605704257 in favour of 2048572 Ontario Limited File Reference No. 631071252
7.	20040517 1625 1862 5319 Reference No. 605547018	10 years from May 17, 2004	Wasanda Enterprises Inc.	Inventory, Equipment, Accounts, Other & Motor Vehicle	General Security Agreement charging all present and after acquired assets
8.	20061215 1527 1862 6292 Reference No. 605547018		Subordination		Subordination of Wasanda Enterprises Inc. of File Reference No. 605547018 in favour of 2048572 Ontario Limited File Reference No. 631071261

TAB 3P

D'Angelo Brands
Cash Flow (\$'000)

For the period: Nov 2 '07 - Feb 1 '08		16-Nov	23-Nov	30-Nov	07-Dec	14-Dec	21-Dec	28-Dec	04-Jan	11-Jan	18-Jan	25-Jan	01-Feb
Cash Inflow													
Sales collections	3,574.0	320.0	390.0	385.0	235.0	188.0	483.0	483.0	258.0	208.0	208.0	208.0	208.0
Total Inflow	3,574.0	320.0	390.0	385.0	235.0	188.0	483.0	483.0	258.0	208.0	208.0	208.0	208.0
Outflow													
Ingredients / Packaging	964.2	107.2	107.2	107.2	72.4	72.4	72.4	72.4	70.6	70.6	70.6	70.6	70.6
Salaries , Wages & Benefits	1,361.4	86.2	140.7	86.2	140.7	86.2	140.7	86.2	140.7	86.2	140.7	86.2	140.7
Expenses	1,995.0	102.4	97.2	240.8	161.1	137.9	111.7	265.8	186.1	112.2	127.4	265.8	186.6
Professional Fees re CCAA	150.0	-	-	-	50	-	-	50	-	-	-	50	-
Consulting Restructuring re CC	160.0	-	-	-	20	-	-	70	-	-	-	70	-
Fixed assets	332.0	-	10	10	-	-	50	50	-	112	-	100	-
Total Outflow	4,962.6	295.8	355.1	444.2	444.2	296.5	374.8	594.4	397.4	381	338.7	642.6	397.9
Net weekly cash change	(1,388.6)	24.2	34.9	(59.2)	(209.2)	(108.5)	108.2	(111.4)	(139.4)	(\$173)	(130.7)	(434.6)	(189.9)
Cumulative weekly cash change		24.2	59.1	(0.1)	(209.3)	(317.8)	(209.6)	(321.0)	(460.4)	(633.4)	(764.1)	(1,198.7)	(1,388.6)

This is Exhibit Pd referred to in the
 affidavit of Jonathan Shekhar
 sworn before me, this 14th
 day of November 2007
Shao Cane
 A COMMISSIONER FOR TAKING AFFIDAVITS

TAB 3Q

Steelback
Cash Flow (\$'000)

For the period: Nov 2 '07 - Feb 1 '08

		16-Nov	23-Nov	30-Nov	07-Dec	14-Dec	21-Dec	28-Dec	04-Jan	11-Jan	18-Jan	25-Jan	01-Feb
Cash Inflow													
Sales collections	1,233.6	100.5	97.6	97.6	103.1	108.6	113.9	116.5	94.8	94.8	100.2	103.0	103.0
Total Inflow	1,233.6	100.5	97.6	97.6	103.1	108.6	113.9	116.5	94.8	94.8	100.2	103.0	103.0
Outflow													
Ingredients	91.2	7.2	7.2	7.6	8.0	8.4	8.6	7.0	7.0	7.4	7.6	7.6	7.6
Packaging	275.0	48.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	33.0	33.0	33.0
Salaries , Wages & Benefits	516.3	19.7	68.6	24.2	56.6	24.2	56.6	36.2	56.6	24.2	56.6	36.2	56.6
Expenses	611.2	41.0	41.0	72.4	41.0	41.0	41.0	71.4	67.0	41.0	41.0	71.4	42.0
Professional Fees re CCAA	150.0	-	-	50.0	-	-	50.0	-	-	-	50.0	-	-
Consulting Restructuring re CCA	300.0	-	-	100.0	-	-	100.0	-	-	-	100.0	-	-
Fixed assets	80.0	-	-	-	-	20.0	20.0	-	20.0	-	20.0	-	-
BRI Charges	640.2	22.8	22.8	74.2	25.6	27.0	77.7	22.0	22.0	223.5	24.2	24.2	74.2
Taxes AGCO & Excise	273.6	22.2	21.6	21.6	22.8	24.0	25.3	25.9	21.1	21.1	22.2	22.9	22.9
Total Outflow	2,937.5	160.9	177.2	366	170	160.6	395.2	178.5	209.7	333.2	354.6	195.3	236.3
Net weekly cash change	(1,703.9)	(60.4)	(79.6)	(268.4)	(66.9)	(52.0)	(281.3)	(62.0)	(114.9)	(238.4)	(254.4)	(92.3)	(133.3)
Cumulative weekly cash change		(60.4)	(140.0)	(408.4)	(475.3)	(527.3)	(808.6)	(870.6)	(985.5)	(1,223.9)	(1,478.3)	(1,570.6)	(1,703.9)

This is Exhibit referred to in the
affidavit of Jonathan Shekman
sworn before me, this
day of November 20, 2007
.....
A COMMISSIONER FOR TAKING AFFIDAVITS

TAB 3R

WASANDA ENTERPRISES INC.
150 SIGNET DRIVE
TORONTO, ONTARIO
M9L 1T9

November 14, 2007

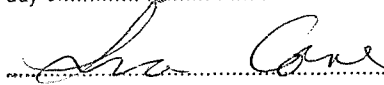
PRIVILEGED AND CONFIDENTIAL

**SENT VIA EMAIL
ORIGINAL BY COURIER**

D'Angelo Brands Ltd.
14 Brewster Road
Brampton, ON L4W 3W6

- and -

1540633 Ontario Inc.
14 Brewster Road
Brampton, ON L4W 3W6

This is Exhibit.....^{11P}.....referred to in the
affidavit of Jonathon Sherman
sworn before me, this.....14th.....
day of.....November.....20..07

A COMMISSIONER FOR TAKING AFFIDAVITS

Attention: Jonathon Sherman, President and Chief Executive Officer

Dear Sirs:

**Re: Commitment for Debtor in Possession Financing to D'Angelo Brands Ltd. and
1540633 Ontario Inc. during CCAA Proceedings**

As you are aware, Wasanda Enterprises Inc. ("Wasanda") intends to apply to the Ontario Superior Court of Justice at Toronto for an initial order and for other interim relief pursuant to the *Companies' Creditors Arrangement Act* ("CCAA") in respect of each of D'Angelo Brands Ltd. and 1540633 Ontario Inc. You have advised us that you require interim financing as debtors in possession while you cooperate with and assist us in the preparation of plans of arrangement to restructure your assets, undertakings and business enterprises. We are prepared to provide such interim financing during the pendency of the CCAA Proceedings in amounts not to exceed \$10,000,000.00 in the aggregate and on or subject to the terms and conditions of this Commitment Letter (the "DIP Facility").

Lender: Wasanda Enterprises Inc.

Facility: The Revolving Term Credit Facility in the principal amount not to exceed \$10,000,000 in the aggregate.

Term: The earlier of (1) twelve months from the closing; or (ii) the effective date of a plan of arrangement in the CCAA Proceeding in respect of either D'Angelo Brands Ltd. or 1540633 Ontario Inc.

Availability and
Advance:

The availability of the facility will be pursuant to and for the purpose of funding the cash flow attached hereto with and subject to such amendments or variations to such cash flow as the Lender shall approve. Advances shall be used by either D'Angelo Brands Ltd. or 1540633 Ontario Inc. only for the purpose of paying debts and liabilities incurred in the ordinary course of the operation of its business since November 1, 2007 and for the purposes of procuring necessary goods and services relating to the restructuring of its business or such other purposes and uses as may be approved by the Lender and as shall not be inconsistent with any of the orders made by the Superior Court of Justice of Ontario in the CCAA Proceeding from time to time, all subject to certain restrictions to be set forth in the final DIP Facility documentation.

Interest:

Amounts advanced under the DIP Facility shall bear interest at the prime rate of the Toronto Dominion Bank plus 3% per annum and shall be payable monthly. All interest will be calculated on the basis of a 360-day year and actual days elapsed.

Security and Priority:

To secure all existing and future obligations of D'Angelo Brands Ltd. and 1540633 Ontario Inc. under or in connection with the DIP Facility, the Lender will receive through the Initial Order and the final DIP Facility documents, a fully perfected first priority security interest in and first ranking charge on all of the existing and after acquired real and personal, tangible and intangible, property of each of D'Angelo Brands Ltd. and 1540633 Ontario Inc. and their subsidiaries, including without limitation, all cash, cash equivalents, bank accounts, accounts, chattel paper, contract rights, inventory, instruments, documents, securities (whether or not marketable), equipment, fixtures, real property interests, patents, trade names, trademarks, copyrights, industrial designs, intangibles, commercial tort claims, causes of action and all substitutions, accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds, (collectively, the "Collateral"). Each of D'Angelo Brands Ltd. and 1540633 Ontario Inc. and all subsidiaries of either of them will guarantee the obligations of each of them under the DIP Facility.

Documentation:

Subject as hereinafter set out, the final DIP Facility documents will be mutually acceptable to the Lender and each of the debtors and will contain representations and warranties, conditions precedent, affirmative, negative and financial covenants and all other terms and conditions not less favourable to the Lender than those contained in any of the security documents presently held by the Lender in respect of its outstanding loans made to each of D'Angelo Brands Ltd. and 1540633 Ontario Inc. Relevant documents are all to be acceptable to the Lender. All orders granted by the Court in the CCAA Proceeding must be in form and substance acceptable to the Lender and all

motions in those proceedings shall be in form and substance acceptable to the Lender. An event of default of either debtor shall constitute an event of default under the entirety of the DIP Facility.

Financial and Other
Reporting:

The final DIP Facility documents will require D'Angelo Brands Ltd. and 1540633 Ontario Inc., on a monthly basis, to provide to the Lender internally prepared financial statements and the monitor for the debtors in the CCAA Proceeding (the "Monitor") to provide to the Lender a cash flow budget for the debtors which shall be updated by the Monitor on a weekly basis. Any seizure or execution against any of the assets of either of the debtors and any change in the senior management of either of the debtors shall be an event of default which shall entitle the Lender to terminate advances under the DIP Facility and to enforce its security immediately, on notice to either of the debtors and to the Monitor.

Conditions Precedent:

1. An Initial Order granted in the CCAA Proceeding in form and substance satisfactory to the Lender and approving the DIP Facility including provisions granting the charge constituting part of the security for the DIP Facility.
2. There having been no material adverse change to the assets and undertaking of either of the debtors or to the management and authority of senior management in respect of either of the debtors from the date of this commitment.

This Commitment Letter supersedes any and all discussions and understandings, written or oral, between the Lender and either of the debtors. No amendments, waivers or modifications of this Commitment Letter or any of its contents shall be effective unless expressly set forth in writing and executed by the parties hereto. This Commitment Letter and the DIP Facility shall be governed by and construed in accordance with the laws of the Province of Ontario.

This Commitment Letter is being provided to you, on condition that it will not be disclosed to any parties other than your senior executives and your advisors on a need-to-know basis until it has been accepted by you and it may thereafter be provided to the Court in connection with the CCAA Proceeding solely for the purpose of obtaining the Initial Order.

By signing this Commitment Letter, each of D'Angelo Brands Ltd. and 1540633 Ontario Inc. agree to proceed in good faith and expeditiously to consent to and cooperate with the Lender in connection with its application to the Court in the CCAA Proceeding. Each of D'Angelo Brands Ltd. and 1540633 Ontario Inc. will consent to the making of the Initial Order in the form proposed by the Lender with such amendments as may be reasonably required. The Lender shall have access to all relevant facilities, personnel, accountants and advisors and to copies of all documents that it may request, whether in paper form or in electronic form, including business plans, financial statements (actual and proforma, books, record and other documents in connection with the business of either of D'Angelo Brands Ltd. or 1540633 Ontario Inc.

This Commitment Letter shall be open for acceptance by the borrowers until the close of business on November 14, 2007.

Yours truly,
WASANDA ENTERPRISES INC.

Per:



Barry Sherman
Duly Authorized Signatory

AGREED TO AND ACCEPTED as of this 14 day of November, 2007.

D'ANGELO BRANDS LTD.

By: 

Jonathon Sherman
President and Chief Executive Officer

1540633 ONTARIO INC.

By: 

Jonathon Sherman
President and Chief Executive Officer

TAB 4

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF AN APPLICATION BY WASANDA ENTERPRISES INC.
UNDER THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED AND BUSINESS CORPORATIONS ACT,
R.S.O. 1990, c.B-16, AS AMENDED**

**AND IN THE MATTER OF A PLAN OR PLANS OF COMPROMISE
OR ARRANGEMENT TO BE PROPOSED IN RESPECT OF
D'ANGELO BRANDS LTD. AND 1540633 ONTARIO INC.
O/A STEELBACK BREWERIES**

Respondents

CONSENT

Mintz & Partners Limited hereby consents to act as Monitor of D'Angelo Brands Ltd and 1540633 Ontario Inc., if so appointed by the Court, on the terms and conditions set out in the draft Order included at Tab **3** of the Application Record of Wasanda Enterprises Inc., filed herein.

MINTZ & PARTNERS LIMITED

Per: 

Bryan A. Tannenbaum, FCA, CA•CIRP, FCIRP
President

IN THE MATTER OF AN APPLICATION BY WASANDA ENTERPRISES INC. UNDER THE COMPANIES'
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND BUSINESS CORPORATIONS ACT,
R.S.O. 1990, c.B-16, AS AMENDED

AND IN THE MATTER OF A PLAN OR PLANS OF COMPROMISE OR ARRANGEMENT TO BE PROPOSED IN
RESPECT OF D'ANGELO BRANDS LTD. AND 1540633 ONTARIO INC., O/A AS STEELBACK BREWERIES

Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

CONSENT

AYLESWORTH LLP

Barristers & Solicitors
Ernst & Young Tower
Toronto-Dominion Centre
P.O. Box 124, 18th Floor, 222 Bay Street
Toronto, ON M5K 1H1

Richard B. Jones (LSUC No. 11575V)

Tel: 416-777-4022

Lisa S. Corne (LSUC No. 27974M)

Tel: 416-646-4608

Fax: 416-865-1398

Solicitors for the Respondents

TAB 5

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

JUSTICE

)
)
)

DAY, THE

DAY OF NOVEMBER 2007

**IN THE MATTER OF AN APPLICATION BY WASANDA ENTERPRISES INC.
UNDER THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED AND BUSINESS CORPORATIONS ACT,
R.S.O. 1990, c.B-16, AS AMENDED**

**AND IN THE MATTER OF A PLAN OR PLANS OF COMPROMISE
OR ARRANGEMENT TO BE PROPOSED IN RESPECT OF
D'ANGELO BRANDS LTD. AND 1540633 ONTARIO INC.,
O/A AS STEELBACK BREWERIES**

Respondents

INITIAL ORDER

THIS APPLICATION, made by Wasanda Enterprises Inc. ("Wasanda"), a creditor, pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA") and Business Corporations Act, R.S.O. 1990, c. B-16, as amended, with respect to a Plan or Plans of Arrangement to be proposed in respect of D'Angelo Brands Ltd. and 1540633 Ontario Inc. (collectively, the "Debtors"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Jonathon Sherman sworn November 14, 2007 and the Exhibits thereto and on hearing the submissions of counsel for Wasanda, and counsel for the Debtors, and on reading the consent of Mintz & Partners Limited to act as the Monitor,

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay, bonuses and expenses payable before or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Debtors in respect of these proceedings, at their standard rates and charges.

6. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Debtors shall be entitled but not required to pay all reasonable expenses incurred by the Debtors in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Businesses including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Debtors following the date of this Order;

provided that, unless specifically contemplated in subparagraph 6(a) to (b) listed above, the Debtors shall only be entitled (but not required) to pay costs and expenses that were incurred before the date of this Order to the extent that such costs and expenses are deemed necessary for the preservation of the Property or Businesses by the Debtors and the Monitor, and with the approval of the DIP Lender, or upon further Order in these proceedings.

7. THIS COURT ORDERS that the Debtors shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in

respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Debtors in connection with the sale of goods and services by the Debtors, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Businesses by the Debtors.

8. THIS COURT ORDERS that until such time as the Debtors repudiate a real property lease in accordance with paragraph 10(c) of this Order, the Debtors shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated by the Debtors from time to time ("Rent"), for the period commencing from and including the date of this Order, bi-weekly, in advance (but not in arrears).

9. THIS COURT ORDERS that, except as specifically permitted herein, the Debtors are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Debtors to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Businesses.

RESTRUCTURING

10. THIS COURT ORDERS that the Debtors shall, subject to such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of their businesses or operations and to dispose of redundant or non-material assets not exceeding \$500,000.00 in any one transaction or \$1,000,000.00 in the aggregate, subject to paragraph 10 (c), if applicable;
- (b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate on such terms as may be agreed upon between the Debtors and such employee, or failing such agreement, to deal with the consequences thereof in the Plan;
- (c) in accordance with paragraphs 12 and 13, vacate, abandon or quit any leased premises and/or repudiate any real property lease and any ancillary agreements relating to any leased premises, on not less than seven (7) days' notice in writing to the relevant landlord on such terms as may be agreed upon between the Debtors and such landlord, or failing such agreement, to deal with the consequences thereof in the Plan;
- (d) repudiate such of their arrangements or agreements of any nature whatsoever, whether oral or written, as the Debtors deem appropriate on such terms as may be agreed upon between the Debtors and such counter-parties, or failing such agreement, to deal with the consequences thereof in the Plan; and
- (e) pursue all avenues of refinancing and offers for material parts of their Businesses or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing or any sale (except as permitted by subparagraph (a), above),

all of the foregoing to permit the Debtors to proceed with an orderly restructuring of the Businesses (the "Restructuring").

11. THIS COURT ORDERS that the Debtors shall provide each of the relevant landlords with notice of the Debtors' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the respective Debtors' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Debtors, or by further Order of this Court upon application by the Debtors on at least two (2) days' notice to such landlord and any such secured creditors. If the Debtors repudiate the lease governing such leased premises in accordance with paragraph 10(c) of this Order, they shall not be required to pay Rent under such lease pending resolution of any such dispute, and the repudiation of the lease shall be without prejudice to the Debtors' claim to the fixtures in dispute.

12. THIS COURT ORDERS that if a lease is repudiated by the Debtors in accordance with paragraph 10(c) of this Order, then (a) during the notice period prior to the effective time of the repudiation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Debtors and the Monitor 24 hours' prior written notice, and (b) at the effective time of the repudiation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Debtors in respect of such lease or leased premises and such landlord shall be entitled to notify the Debtors of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

13. THIS COURT ORDERS that, subject to the other provisions of this Order (including the payment of Rent as herein provided) and any further Order of this Court, the Debtors shall be permitted to dispose of any or all of the Property located (or formerly located) at such leased premises without any interference of any kind from landlords (notwithstanding the terms of any leases) and, for greater certainty, the Debtors shall have the right to realize upon the Property and other assets in such manner and at such locations, including leased premises, as they deem suitable or desirable for the purpose of maximizing the proceeds and recovery therefrom.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

14. THIS COURT ORDERS that until and including December 15, 2007, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Debtors or the Monitor, or affecting the Businesses or the Property, except with the written consent of Wasanda, the Debtors and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of either of the Debtors or affecting any of the Businesses or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental, administrative or regulatory body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Debtors or the Monitor, or affecting the Businesses or the Property, are hereby stayed and suspended except with the written consent of Wasanda, the Debtors and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

16. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, except with the written consent of Wasanda, the Debtors and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

17. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or

services, including without limitation all suppliers of waste disposal services, equipment, packaging, raw materials, inventory, computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Businesses or the Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Debtors, and that the Debtors shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Debtors in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and each of the Debtors and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

18. THIS COURT ORDERS that, notwithstanding anything else contained herein, no creditor of the Debtors shall be under any obligation after the making of this Order to advance or re-advance any monies or otherwise extend any credit to the Debtors. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.5(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Debtors whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Debtors, if one is filed, is sanctioned by this Court or is refused by the creditors of the Debtors or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

20. THIS COURT ORDERS that the Debtors shall indemnify their directors and officers from all claims, costs, charges and expenses relating to the failure of the Debtors, after the date hereof, to make payments of the nature referred to in subparagraphs 5(a), 7(a), 7(b) and 7(c) of

this Order which they sustain or incur by reason of or in relation to their respective capacities as directors and/or officers of the Debtors except to the extent that, with respect to any officer or director, such officer or director has actively participated in the breach of any related fiduciary duties or has been grossly negligent or guilty of wilful misconduct.

21. THIS COURT ORDERS that the directors and officers of the Debtors shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Property, which charge shall not exceed an aggregate amount of \$●, as security for the indemnity provided in paragraph 20 of this Order. The Directors' Charge shall have the priority set out in paragraphs 41 and 43 herein.

22. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Debtors' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

APPOINTMENT OF MONITOR

23. THIS COURT ORDERS that Mintz & Partners Limited is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property and the Debtors' conduct of the Businesses with the powers and obligations set out in the CCAA or set forth herein and that the Debtors and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Debtors pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations.

24. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Debtors' receipts and disbursements;

- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Businesses, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Debtors, to the extent required by the Debtors, in their dissemination, to the DIP Lender and its counsel on a weekly basis of financial and other information as agreed to between the Debtors and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;
- (d) assist and advise the Debtors in the development and preparation of the Debtors' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than weekly, or as otherwise agreed to by the DIP Lender;
- (e) assist and advise the Debtors in their development of the Plan and any amendments thereto, any restructuring steps taken pursuant to paragraphs 10 to 13 hereof, and the implementation of the Plan;
- (f) assist and advise the Debtors, to the extent required by the Debtors, with negotiations with creditors and the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (g) have full and complete access to the books, records and management, employees and advisors of the Debtors and to the Businesses and the Property to the extent required to perform its duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (i) consider, and if deemed advisable by the Monitor, prepare a report and assessment on the Plan;

- (j) assist the Debtors with their continuing restructuring activities, including the assessment and analysis of any proposed sale of assets or closure of facilities; and
- (k) perform such other duties as are required by this Order or by this Court from time to time.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE MONITOR

25. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Businesses, and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Businesses or the Property, or any part thereof. Upon the Monitor's Request, the Debtors, all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other Persons shall forthwith advise the Monitor of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Monitor, and shall deliver all such Property to the Monitor.

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

27. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give

unfettered access to the Monitor for the purpose of allowing the Monitor to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Monitor in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Monitor. Further, for the purposes of this paragraph, all Persons shall provide the Monitor with all such assistance in gaining immediate access to the information in the Records as the Monitor may in its discretion require including providing the Monitor with instructions on the use of any computer or other system and providing the Monitor with any and all access codes, account names and account numbers that may be required to gain access to the information.

28. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the Canadian Environmental Protection Act, the Ontario Environmental Protection Act, the Ontario Water Resources Act, or the Ontario Occupational Health and Safety Act and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

29. THIS COURT ORDERS that that the Monitor shall provide any creditor of the Debtors and the DIP Lender with information provided by the Debtors in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Debtors is

confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Debtors may agree.

30. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

31. THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the Debtors shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Debtors as part of the costs of these proceedings. The Debtors are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Debtors on a weekly basis.

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

33. THIS COURT ORDERS that the Monitor, counsel to the Monitor, if any, and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of \$500,000.00, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 39 and 41 hereof.

DIP FINANCING

34. THIS COURT ORDERS that the Debtors are hereby authorized and empowered to obtain and borrow under a credit facility from Wasanda Enterprises Inc. (the "DIP Lender") in order to finance the Debtors' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$10 Million in the aggregate unless permitted by further Order of this Court.

35. THIS COURT ORDERS THAT such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Debtors and the DIP Lender dated as of November 14, 2007 (the "Commitment Letter"), filed.

36. THIS COURT ORDERS that the Debtors are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "Definitive Documents"), as are contemplated by the Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Debtors are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

37. THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a fixed and specific charge, mortgage, pledge, hypothec, lien, and security interest in favour of the DIP Lender (the "DIP Lender's Charge") on the Property as security for all of the obligations of the Debtors to the DIP Lender under the Commitment Letter, and Definitive Documents, which charge shall not exceed the aggregate amount owed to the DIP Lender under the Definitive Documents. The DIP Lender's Charge shall attach to all of the Property of the Debtors, including any lease, license, occupation permit, or other contract and notwithstanding any requirements for the consent of any lessor, licensor, or other party to any such contract, and the DIP Lender's Charge shall have the priority set out in paragraphs 40 and 42 hereof.

38. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon two business days notice to

Debtors and the Monitor, or such shorter notice period as this Court may approve, may exercise any and all of its rights and remedies against the Debtors or the Property under or pursuant to the Commitment Letter, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Debtors and set off and/or consolidate any amounts owing by the DIP Lender to the Debtors against the obligations of the Debtors to the DIP Lender under the Commitment Letter, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Debtors and for the appointment of a trustee in bankruptcy of the Debtors, and upon the occurrence of an event of default under the terms of the Definitive Documents, the DIP Lender shall be entitled to seize and retain proceeds from the sale of the Property and the cash flow of the Debtors to repay amounts owing to the DIP Lender in accordance with the Definitive Documents and the DIP Lender's Charge, but subject to the priorities as set out in paragraphs 40 and 42 of this Order; and

- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Debtors or the Property.

39. THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected by any stay created in these proceedings and as unaffected in any plan of arrangement or compromise filed by any of the Debtors under the CCAA, or any proposal filed by any of the Debtors under the Bankruptcy and Insolvency Act of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

40. THIS COURT ORDERS that the priorities of the Directors' Charge, the Administration Charge and the DIP Lender's Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$500,000.00);

Second – DIP Lender's Charge; and

Third – Directors' Charge.

41. THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge, the Administration Charge or the DIP Lender's Charge (collectively, the "CCAA Charges") shall not be required, and that the CCAA Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the CCAA Charges coming into existence, notwithstanding any such failure to file, register, record or perfect. With respect to the DIP Lender's Charge and security under the Definitive Documents, the DIP Lender will have the rights and remedies of a secured party under the Personal Property Security Act (Ontario).

42. THIS COURT ORDERS that each of the Directors' Charge, the Administration Charge and the DIP Lender's Charge (all as constituted and defined herein) shall constitute a charge on the Property and such CCAA Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, "Encumbrances") in favour of any Person. The security granted by the Definitive Documents charging the Property shall have the same priority as the DIP Lender's Charge granted herein.

43. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Debtors shall not grant any Encumbrances over any Property that rank in priority to, or pari passu with, any of the Directors' Charge, the Administration Charge or the DIP Lender's Charge, unless the Debtors also obtain the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Directors' Charge and the Administration Charge, or further Order of this Court.

44. THIS COURT ORDERS that the Directors' Charge, the Administration Charge, the Commitment Letter, the Definitive Documents and the DIP Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of

any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Debtors, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Commitment Letter or the Definitive Documents shall create or be deemed to constitute a breach by the Debtors of any Agreement to which either of them is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Debtors entering into the Commitment Letter, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Debtors pursuant to this Order, the Commitment Letter or the Definitive Documents, and the granting of the Charges, do not and will not constitute fraudulent preferences, fraudulent conveyances, oppressive conduct, settlements or other challengeable, voidable or reviewable transactions under any applicable law.

SERVICE AND NOTICE

45. THIS COURT ORDERS that the Debtors shall, within ten (10) business days of the date of entry of this Order, send a copy of this Order to their known creditors, other than employees and creditors to which the Debtors owe less than \$1,000.00, at their addresses as they appear on the Debtors' records, and shall promptly send a copy of this Order (a) to all parties filing a Notice of Appearance in respect of this Application, and (b) to any other interested Person requesting a copy of this Order, and the Monitor is relieved of its obligations under Section 11(5) of the CCAA to provide similar notice, other than to supervise this process.

46. THIS COURT ORDERS that the Debtors and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

47. THIS COURT ORDERS that the Debtors, the Monitor, and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, in accordance with the E-filing protocol of the Commercial List to the extent practicable, and the Monitor may post a copy of any or all such materials on its website at www.mintzca.com, under insolvency files.

GENERAL

48. THIS COURT ORDERS that the Debtors or the Monitor may from time to time apply to this Court, on notice to the DIP Lender, and other interested parties, for advice and directions in the discharge of their powers and duties hereunder.

49. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Debtors, the Businesses or the Property.

50. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist Wasanda, the Debtors, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Debtors and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to

assist the Debtors and the Monitor and their respective agents in carrying out the terms of this Order.

51. THIS COURT ORDERS that each of the Debtors and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

52. THIS COURT ORDERS that any interested party (including the Debtors and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

53. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard Time on the date of this Order.

TAB 6

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

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)
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DAY, THE _____

JUSTICE

DAY NOVEMBE 20
OF R 0 2007

**IN THE MATTER OF AN APPLICATION BY WASANDA ENTERPRISES INC.
UNDER THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED AND BUSINESS CORPORATIONS ACT,
R.S.O. 1990, c.B-16, AS AMENDED**

**AND IN THE MATTER OF A PLAN OR PLANS OF COMPROMISE
OR ARRANGEMENT OF [APPLICANT'S NAME] (the "Applicant") TO BE PROPOSED IN
RESPECT OF
D'ANGELO BRANDS LTD. AND 1540633 ONTARIO INC.,
O/A AS STEELBACK BREWERIES**

Respondents

**INITIAL ORDER[†]
(Long Form)**

THIS APPLICATION, made by the Applicant Wasanda Enterprises Inc. ("Wasanda"), a creditor, pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 393 and Business Corporations Act, R.S.O. 1990, c. B-16, as amended, with respect to a Plan or Plans of Arrangement to be proposed in respect of D'Angelo Brands Ltd. and 1540633 Ontario Inc. (collectively, the "Debtors"), was heard this day at 330 University Avenue, Toronto, Ontario.

[†] The CLUC Subcommittee has proceeded to draft this Model Order without incorporating specific changes mandated by Bill C-55. When Bill C-55 (or a version thereof) is declared to be in force, the CLUC Subcommittee will update this and other Model Orders to make the necessary changes.

continue to retain and employ the employees, consultants, agents, experts, accountants, counsel, advisors and such other persons (collectively "Assistants") currently retained or employed by ~~it~~them, with liberty to retain such further Assistants as ~~it deems~~they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order, ~~or the Restructuring (as hereinafter defined).~~

5. ~~[Note: This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies] THIS COURT ORDERS that the Applicant shall be entitled to continue to utilize the central cash management system currently in place as described in the Affidavit of [NAME] sworn [DATE] or replace it with another substantially similar central cash management system (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.~~

5. 6. THIS COURT ORDERS that the Applicant Debtors shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay, bonuses and expenses payable ~~on~~before or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

- (b) the fees and disbursements of any Assistants retained or employed by the Applicant Debtors in respect of these proceedings, at their standard rates and charges.

6. ~~7.~~ THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Applicant Debtors shall be entitled but not required to pay all reasonable expenses incurred by the Applicant Debtors in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business Businesses including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant Debtors following the date of this Order;

provided that, unless specifically contemplated in subparagraph 6(a) to (b) listed above, the Debtors shall only be entitled (but not required) to pay costs and expenses that were incurred before the date of this Order to the extent that such costs and expenses are deemed necessary for the preservation of the Property or Businesses by the Debtors and the Monitor, and with the approval of the DIP Lender, or upon further Order in these proceedings.

7. ~~8.~~ THIS COURT ORDERS that the Applicant Debtors shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the ApplicantDebtors in connection with the sale of goods and services by the ApplicantDebtors, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the BusinessBusinesses by the ApplicantDebtors.

8. ~~9.~~ THIS COURT ORDERS that until such time as the Applicant ~~repudiatesDebtors~~ repudiate a real property lease in accordance with paragraph ~~{H10(c)}~~ of this Order, the ApplicantDebtors shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated by the ApplicantDebtors from time to time ("Rent"), for the period commencing from and including the date of this Order, bi-weekly, in advance (but not in arrears).

9. ~~10.~~ THIS COURT ORDERS that, except as specifically permitted herein, the Applicant ~~isDebtors are~~ hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the ApplicantDebtors to any of ~~its~~their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of ~~its~~their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the BusinessBusinesses.

RESTRUCTURING

10. ~~11.~~ THIS COURT ORDERS that the ApplicantDebtors shall, subject to such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of ~~its business~~their businesses or operations and to dispose of redundant or non-material assets not exceeding \$~~500,000.00~~ in any one transaction or \$~~1,000,000.00~~ in the aggregate, subject to paragraph ~~{11}~~10(c), if applicable;
- (b) terminate the employment of such of ~~its~~their employees or temporarily lay off such of ~~its~~their employees as ~~it deems~~they deem appropriate on such terms as may be agreed upon between the ApplicantDebtors and such employee, or failing such agreement, to deal with the consequences thereof in the Plan;
- (c) in accordance with paragraphs ~~{12}~~ and ~~{13}~~13, vacate, abandon or quit any leased premises and/or repudiate any real property lease and any ancillary agreements relating to any leased premises, on not less than seven (7) days' notice in writing to the relevant landlord on such terms as may be agreed upon between the ApplicantDebtors and such landlord, or failing such agreement, to deal with the consequences thereof in the Plan;
- (d) repudiate such of ~~its~~their arrangements or agreements of any nature whatsoever, whether oral or written, as the ~~Applicant deems~~Debtors deem appropriate on such terms as may be agreed upon between the ApplicantDebtors and such counter-parties, or failing such agreement, to deal with the consequences thereof in the Plan; and
- (e) pursue all avenues of refinancing and offers for material parts of ~~its Business~~their Businesses or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing or any sale (except as permitted by subparagraph (a), above),

all of the foregoing to permit the ApplicantDebtors to proceed with an orderly restructuring of the BusinessBusinesses (the "Restructuring").

11. ~~12.~~ THIS COURT ORDERS that the ApplicantDebtors shall provide each of the relevant landlords with notice of the Applicant'sDebtors' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant'srespective Debtors' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the ApplicantDebtors, or by further Order of this Court upon application by the ApplicantDebtors on at least two (2) days' notice to such landlord and any such secured creditors. If the Applicant repudiatesDebtors repudiate the lease governing such leased premises in accordance with paragraph ~~{1110(c)}~~ of this Order, ~~itthey~~ shall not be required to pay Rent under such lease pending resolution of any such dispute, and the repudiation of the lease shall be without prejudice to the Applicant'sDebtors' claim to the fixtures in dispute.

12. ~~13.~~ THIS COURT ORDERS that if a lease is repudiated by the ApplicantDebtors in accordance with paragraph ~~{1110(c)}~~ of this Order, then (a) during the notice period prior to the effective time of the repudiation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the ApplicantDebtors and the Monitor 24 hours' prior written notice, and (b) at the effective time of the repudiation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the ApplicantDebtors in respect of such lease or leased premises and such landlord shall be entitled to notify the ApplicantDebtors of the basis on which it is taking possession and to gain possession of and release such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

13. ~~14.~~ THIS COURT ORDERS that, subject to the other provisions of this Order (including the payment of Rent as herein provided) and any further Order of this Court, the ApplicantDebtors shall be permitted to dispose of any or all of the Property located (or formerly located) at such leased premises without any interference of any kind from landlords (notwithstanding the terms of any leases) and, for greater certainty, the ApplicantDebtors shall have the right to realize upon the Property and other assets in such manner and at such locations, including leased premises, as they deem suitable or desirable for the purpose of maximizing the proceeds and recovery therefrom.

~~upon the Property and other assets in such manner and at such locations, including leased premises, as it deems suitable or desirable for the purpose of maximizing the proceeds and recovery therefrom.~~

NO PROCEEDINGS AGAINST THE APPLICANTDEBTORS OR THE PROPERTY

14. ~~15.~~ THIS COURT ORDERS that until and including ~~{DATE — MAX. 30 DAYS}~~, December 15, 2007, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the ApplicantDebtors or the Monitor, or affecting the BusinessBusinesses or the Property, except with the written consent of Wasanda, the ApplicantDebtors and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of either of the ApplicantDebtors or affecting any of the BusinessBusinesses or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. ~~16.~~ THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental, administrative or regulatory body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the ApplicantDebtors or the Monitor, or affecting the BusinessBusinesses or the Property, are hereby stayed and suspended except with the written consent of Wasanda, the

~~Applicant Debtors~~ and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the ~~Applicant Debtors~~ to carry on any business which the ~~Applicant is Debtors~~ are not lawfully entitled to carry on, (ii) exempt the ~~Applicant Debtors~~ from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

16. ~~17.~~ THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the ~~Applicant Debtors~~, except with the written consent of Wasanda, the ~~Applicant Debtors~~ and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

17. ~~18.~~ THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the ~~Applicant Debtors~~ or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all suppliers of waste disposal services, equipment, packaging, raw materials, inventory, computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business Businesses or the ~~Applicant Debtors~~, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the ~~Applicant Debtors~~, and that the ~~Applicant Debtors~~ shall be entitled to the continued use of ~~its~~ their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the ~~Applicant Debtors~~ in accordance with normal payment practices of the ~~Applicant Debtors~~ or such other practices as may be agreed upon by the supplier or service provider and each of the ~~Applicant Debtors~~ and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

18. ~~19.~~ THIS COURT ORDERS that, notwithstanding anything else contained herein, no creditor of the Applicant Debtors shall be under any obligation after the making of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant Debtors. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. ~~20.~~ THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.5(2) of the CCAA, no Proceeding may be commenced or continued against any of the former,² current or future directors or officers of the Applicant Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant Debtors whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant Debtors, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant Debtors or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

20. ~~21.~~ THIS COURT ORDERS that the Applicant Debtors shall indemnify ~~its~~their directors and officers from all claims, costs, charges and expenses relating to the failure of the Applicants Debtors, after the date hereof, to make payments of the nature referred to in subparagraphs ~~{65(a)}~~, ~~{87(a)}~~, ~~{87(b)}~~ and ~~{87(c)}~~ of this Order which they sustain or incur by reason of or in relation to their respective capacities as directors and/or officers of the Applicants Debtors except to the extent that, with respect to any officer or director, such officer or director has actively participated in the breach of any related fiduciary duties or has been grossly negligent or guilty of wilful misconduct.

21. ~~22.~~ THIS COURT ORDERS that the directors and officers of the ~~Applicant~~Debtors shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Property, which charge shall not exceed an aggregate amount of \$~~●~~ as security for the indemnity provided in paragraph ~~{21}~~20 of this Order. The Directors' Charge shall have the priority set out in paragraphs ~~{39}~~41 and ~~{41}~~43 herein.

22. ~~23.~~ THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the ~~Applicant's~~Debtors' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph ~~{21}~~20 of this Order.

APPOINTMENT OF MONITOR

23. ~~24.~~ THIS COURT ORDERS that ~~{MONITOR'S NAME}~~Mintz & Partners Limited is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property and the ~~Applicant's~~Debtors' conduct of the ~~Business~~Businesses with the powers and obligations set out in the CCAA or set forth herein and that the ~~Applicant~~Debtors and ~~its~~their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the ~~Applicant~~Debtors pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations.

24. ~~25.~~ THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the ~~Applicant's~~Debtors' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the

~~Business~~Businesses, and such other matters as may be relevant to the proceedings herein;

- (c) assist the ~~Applicant~~Debtors, to the extent required by the ~~Applicant~~Debtors, in ~~its~~their dissemination, to the DIP Lender and its counsel on a ~~{TIME-INTERVAL}~~weekly basis of financial and other information as agreed to between the ~~Applicant~~Debtors and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;
- (d) ~~assist and~~ advise the ~~Applicant~~Debtors in ~~its~~the development and preparation of the ~~Applicant's~~Debtors' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than ~~{TIME-INTERVAL}~~weekly, or as otherwise agreed to by the DIP Lender;
- (e) ~~assist and~~ advise the ~~Applicant~~Debtors in ~~its~~their development of the Plan and any amendments ~~to~~thereto, any restructuring steps taken pursuant to paragraphs 10 to 13 hereof, and the implementation of the Plan;
- (f) ~~assist and~~ advise the ~~Applicant~~Debtors, to the extent required by the ~~Applicant~~Debtors, with negotiations with creditors and the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (g) have full and complete access to the books, records and management, employees and advisors of the ~~Applicant~~Debtors and to the ~~Business~~Businesses and the Property to the extent required to perform its duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (i) consider, and if deemed advisable by the Monitor, prepare a report and assessment on the Plan;

- (j) assist the Debtors with their continuing restructuring activities, including the assessment and analysis of any proposed sale of assets or closure of facilities; and
- (k) ~~(j)~~ perform such other duties as are required by this Order or by this Court from time to time.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE MONITOR

25. ~~26.~~ THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the BusinessBusinesses, and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the BusinessBusinesses or the Property, or any part thereof. Upon the Monitor's Request, the Debtors, all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other Persons shall forthwith advise the Monitor of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Monitor, and shall deliver all such Property to the Monitor.

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

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

28. ~~27.~~ THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the Canadian Environmental Protection Act, the Ontario Environmental Protection Act, the Ontario Water Resources Act, or the Ontario Occupational Health and Safety Act and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

29. ~~28.~~ THIS COURT ORDERS that that the Monitor shall provide any creditor of the Applicant Debtors and the DIP Lender with information provided by the Applicant Debtors in

response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant Debtors is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant Debtors may agree.

30. ~~29.~~ THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or ~~wilful~~wilfull misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

31. ~~30.~~ THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the Applicant Debtors shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant Debtors as part of the costs of these proceedings. The ~~Applicant is~~Debtors are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant Debtors on a ~~[TIME INTERVAL]~~ basis and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers in the amount[s] of ~~\$●~~weekly basis, ~~[, respectively,]~~ to be held by them as security for payment of their respective fees and disbursements outstanding from time to time

32. ~~31.~~ THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

33. ~~32.~~ THIS COURT ORDERS that the Monitor, counsel to the Monitor, if any, and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of

~~\$500,000.00~~, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs {39} and {41} hereof.

DIP FINANCING

34. ~~33.~~ THIS COURT ORDERS that the ~~Applicant is~~Debtors are hereby authorized and empowered to obtain and borrow under a credit facility from ~~{DIP LENDER'S NAME}~~Wasanda Enterprises Inc. (the "DIP Lender") in order to finance the ~~Applicant's~~Debtors' working capital requirements and other general corporate ~~purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$10 Million in the aggregate unless permitted by further Order of this Court.~~

~~purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$500,000.00 unless permitted by further Order of this Court.~~

35. ~~34.~~ THIS COURT ORDERS THAT such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the ~~Applicant~~Debtors and the DIP Lender dated as of ~~{DATE}~~November 14, 2007 (the "Commitment Letter"), filed.

36. ~~35.~~ THIS COURT ORDERS that the ~~Applicant is~~Debtors are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "Definitive Documents"), as are contemplated by the Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the ~~Applicant is~~Debtors are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

37. ~~36.~~ THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a ~~charge~~fixed and specific charge, mortgage, pledge, hypothec, lien, and security interest in favour of the DIP Lender (the "DIP Lender's Charge") on the Property as security for all of the obligations of the Debtors to the DIP Lender under the Commitment Letter, and Definitive Documents, which charge shall not exceed the aggregate amount owed to the DIP Lender under the Definitive Documents. The DIP Lender's Charge shall attach to all of the Property of the Debtors, including any lease, license, occupation permit, or other contract and notwithstanding any requirements for the consent of any lessor, licensor, or other party to any such contract, and the DIP Lender's Charge shall have the priority set out in paragraphs ~~{39}~~40 and ~~{41}~~42 hereof.

38. ~~37.~~ THIS COURT ORDERS that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon ~~two~~two business days notice to the ~~Applicant~~Debtors and the Monitor, or such shorter notice period as this Court may approve, may exercise any and all of its rights and remedies against the ~~Applicant~~Debtors or the Property under or pursuant to the Commitment Letter, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the ~~Applicant~~Debtors and set off and/or consolidate any amounts owing by the DIP Lender to the ~~Applicant~~Debtors against the obligations of the ~~Applicant~~Debtors to the DIP Lender under the Commitment Letter, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the ~~Applicant~~Debtors and for the appointment of a trustee in bankruptcy of the ~~Applicant~~Debtors, and upon the occurrence of an

event of default under the terms of the Definitive Documents, the DIP Lender shall be entitled to seize and retain proceeds from the sale of the Property and the cash flow of the ~~Applicant~~Debtors to repay amounts owing to the DIP Lender in accordance with the Definitive Documents and the DIP Lender's Charge, but subject to the priorities as set out in paragraphs ~~{39}~~40 and ~~{41}~~42 of this Order; and

- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the ~~Applicant~~Debtors or the Property.

~~39.~~ ~~38.~~—THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected by any stay created in these proceedings and as unaffected in any plan of arrangement or compromise filed by any of the ApplicantDebtors under the CCAA, or any proposal filed by any of the ApplicantDebtors under the Bankruptcy and Insolvency Act of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

~~40.~~ ~~39.~~—THIS COURT ORDERS that the priorities of the Directors' Charge, the Administration Charge and the DIP Lender's Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$~~●~~500,000.00);

Second – DIP Lender's Charge; and

Third – Directors' Charge ~~(to the maximum amount of \$~~●~~)~~.

~~41.~~ ~~40.~~—THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge, the Administration Charge or the DIP Lender's Charge (collectively, the "CCAA Charges") shall not be required, and that the CCAA Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the CCAA Charges coming into existence, notwithstanding any such failure to file, register, record or perfect. With respect to the DIP Lender's Charge and security under the

Definitive Documents, the DIP Lender will have the rights and remedies of a secured party under the Personal Property Security Act (Ontario).

42. ~~41.~~ THIS COURT ORDERS that each of the Directors' Charge, the Administration Charge and the DIP Lender's Charge (all as constituted and defined herein) shall constitute a charge on the Property and such CCAA Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, "Encumbrances") in favour of any Person. The security granted by the Definitive Documents charging the Property shall have the same priority as the DIP Lender's Charge granted herein.

43. ~~42.~~ THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the ~~Applicant~~Debtors shall not grant any Encumbrances over any Property that rank in priority to, or pari passu with, any of the Directors' Charge, the Administration Charge or the DIP Lender's Charge, unless the ~~Applicant~~Debtors also ~~obtains~~obtain the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Directors' Charge and the Administration Charge, or further Order of this Court.

44. ~~43.~~ THIS COURT ORDERS that the Directors' Charge, the Administration Charge, the Commitment Letter, the Definitive Documents and the DIP Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the ~~Applicant~~Debtors, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Commitment Letter or the Definitive Documents shall create or be deemed to constitute a breach by the ApplicantDebtors of any Agreement to which ~~it~~either of them is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the ApplicantDebtors entering into the Commitment Letter, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the ApplicantDebtors pursuant to this Order, the Commitment Letter or the Definitive Documents, and the granting of the Charges, do not and will not constitute fraudulent preferences, fraudulent conveyances, oppressive conduct, settlements or other challengeable, voidable or reviewable transactions under any applicable law.

SERVICE AND NOTICE

45. ~~44.~~ THIS COURT ORDERS that the ApplicantDebtors shall, within ten (10) business days of the date of entry of this Order, send a copy of this Order to ~~its~~their known creditors, other than employees and creditors to which the Applicant ~~owes~~Debtors owe less than \$~~1,000.00~~1,000.00, at their addresses as they appear on the Applicant'sDebtors' records, and shall promptly send a copy of this Order (a) to all parties filing a Notice of Appearance in respect of this Application, and (b) to any other interested Person requesting a copy of this Order, and the Monitor is relieved of its ~~obligation~~obligations under Section 11(5) of the CCAA to provide similar notice, other than to supervise this process.

46. ~~45.~~ THIS COURT ORDERS that the ApplicantDebtors and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Applicant'sDebtors' creditors or other interested parties at their respective addresses as last shown on the records of the ApplicantDebtors and that any

such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

47. ~~46.~~ THIS COURT ORDERS that the ~~Applicant~~Debtors, the Monitor, and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, in accordance with the E-filing protocol of the Commercial List to the extent practicable, and the Monitor may post a copy of any or all such materials on its website at ~~[INSERT WEBSITE ADDRESS]~~www.mintzca.com, under insolvency files.

GENERAL

48. ~~47.~~ THIS COURT ORDERS that the ~~Applicant~~Debtors or the Monitor may from time to time apply to this Court, on notice to the DIP Lender, and other interested parties, for advice and directions in the discharge of ~~its~~their powers and duties hereunder.

49. ~~48.~~ THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the ~~Applicant~~Debtors, the ~~Business~~Businesses or the Property.

50. ~~49.~~ THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist Wasanda, the ~~Applicant~~Debtors, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the ~~Applicant~~Debtors and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the ~~Applicant~~Debtors and the Monitor and their respective agents in carrying out the terms of this Order.

51. ~~50.~~ THIS COURT ORDERS that each of the ~~Applicant~~Debtors and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

52. ~~51.~~ THIS COURT ORDERS that any interested party (including the ~~Applicant~~Debtors and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

53. ~~52.~~ THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard Time on the date of this Order.

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Document 1	file://W:/w/Wasanda Enterprises Inc. - 12948/0003 - D'Angelo Brands, Inc. - Security Enforcement/Document/Initial Order Long Form v1.doc
Document 2	file://W:/w/Wasanda Enterprises Inc. - 12948/0003 - D'Angelo Brands, Inc. - Security Enforcement/Document/Initial Order Long Form v4.doc
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Legend:	
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Statistics:	
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Insertions	260
Deletions	290
Moved from	5
Moved to	5
Style change	0
Format changed	0
Total changes	560

IN THE MATTER OF AN APPLICATION BY WASANDA ENTERPRISES INC. UNDER THE COMPANIES'
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND BUSINESS CORPORATIONS ACT,
R.S.O. 1990, c.B-16, AS AMENDED

AND IN THE MATTER OF A PLAN OR PLANS OF COMPROMISE OR ARRANGEMENT TO BE PROPOSED IN
RESPECT OF D'ANGELO BRANDS LTD. AND 1540633 ONTARIO INC. , O/A AS STEELBACK BREWERIES

Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

APPLICATION RECORD

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